



Jeff Levine, AICP  
Director, Planning & Urban Development Department

February 11, 2016

101 York Street, LLC  
PO Box 207, 36 Danforth Street  
Portland, ME 04112

Opechee Construction Corporation  
11 Corporate Drive  
Belmont, NH 03220

Project Name:	Mixed-Use Development		
Project ID:	2015-139		
Address:	101 York Street	CBLs:	40-C-3, 4, 5, 9, 18, 22, 25, 33
Applicant:	101 York Street, LLC		
Planner:	Nell Donaldson		

Dear Mr. Veroneau:

On December 8, 2015, the Portland Planning Board approved with conditions your proposal to construct a mixed use development at 101 York Street. As provided in *Section 14-532*, this letter serves as written permission from the Planning Authority to commence site work on this project prior to the issuance of a building permit. The advance site work is limited to the actions outlined in your letter from Opechee Construction Corporation dated February 5, 2016 and listed below:

*Phase I Advance Sitework (within fenced area shown on Construction Management Plan Sheet C10.01b)*

1. Remove miscellaneous pavement and other site improvements;
2. Install erosion and sedimentation control; and
3. Perform initial earthwork (including cutting the site down to subgrade and placing a gravel base) within the fenced area in preparation for ledge removal.

Please note that all work must be completed from within the boundary of the site, as no temporary construction easements have been provided. The extent of the advance site work is limited to that shown on Sheet C10.01b of the construction management plan, attached. If you need to make any modifications to the construction management plan, you must submit revised plans for staff review and approval.

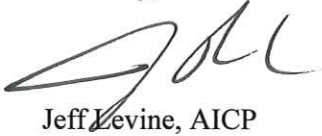
Please be advised that you must obtain any permits that may be required from Public Works for the temporary closing of any sidewalks, any street openings, and any temporary loss of on-street parking.

The existing performance guarantee, submitted in association with the demolition permit for the site, must remain in place and will not be released until a full performance guarantee is posted for the site. The full performance guarantee must be posted and a building permit must be obtained from the Inspections Division prior to the commencement of any utility work or construction of buildings, foundations, or structures. A pre-construction meeting will be required at that time.

The approval to proceed with site work is based on the submitted request of February 5, 2016 and the subdivision/site plan as referenced in the Planning Board approval letter dated December 15, 2015 (attached). If you need to make any modifications to the approved subdivision/site plan, you must submit revised plans for staff review and approval.

If you have any further questions, please contact Nell Donaldson at 874-8723.

Sincerely,



Jeff Levine, AICP  
Director of Planning and Urban Development

Attachments:

1. Request letter from Jason Blais, February 5, 2016
2. Site plan approval letter

Electronic cc:

Jeff Levine, AICP, Director of Planning and Urban Development  
Barbara Barhydt, Development Review Services Manager  
Jean Fraser, Planner  
Philip DiPierro, Development Review Coordinator, Planning  
Ann Machado, Zoning Administrator, Inspections Division  
Tammy Munson, Inspection Division Director  
Lannie Dobson, Administration, Inspections Division  
Michael Bobinsky, Public Services Director  
Katherine Earley, Engineering Services Manager, Public Services  
Bill Clark, Project Engineer, Public Services  
David Margolis-Pineo, Deputy City Engineer, Public Services  
Doug Roncarati, Stormwater Coordinator, Public Services  
Greg Vining, Associate Engineer, Public Services

Michelle Sweeney, Associate Engineer  
John Low, Associate Engineer, Public Services  
Rhonda Zazzara, Field Inspection Coordinator, Public Services  
Mike Farmer, Project Engineer, Public Services  
Jane Ward, Administration, Public Services  
Jeff Tarling, City Arborist, Public Services  
Jeremiah Bartlett, Public Services  
Keith Gautreau, Fire Department  
Danielle West-Chuhta, Corporation Counsel  
Thomas Errico, P.E., TY Lin Associates  
David Senus, P.E., Woodard and Curran  
Rick Blackburn, Assessor's Department  
Approval Letter File



Jeff Levine, Director  
Planning and Urban Development  
City Hall Rm 315, 389 Congress St  
Portland, Maine 04101

February 5<sup>th</sup>, 2016

RE: Advance site work for the J.B. Brown mixed use development at 101 York Street

Dear Jeff,

Please accept this letter as our request to perform site work for the recently approved project mentioned above prior to the issuance of a building permit. With the ability to perform the below listed site work during the winter, the site can be prepared and ready to start foundation work in the early spring. The approval of this request will be advantageous for the following reasons:

- It will mitigate erosion and sediment transport by completing a majority of the earthwork through the winter and stabilize the site with gravel before the seasonal rain associated with the spring.
- It will allow time to “enclose” the building and complete a majority of site improvements prior to the next winter.

At this time, the approval of the request is limited to the following Phase I scope of work:

- Phase I Advance Sitework (*with in fenced area shown on Construction Management Plan, sheet 10.01b*):
  - Remove miscellaneous pavements and other site improvements
  - Install erosion and sedimentation control
  - Perform initial earthwork within the fenced area shown on in preparation for ledge removal
- Phase II Advance Sitework (*with in fenced area shown on Construction Management Plan, sheet 10.01c*):
  - Remove ledge to accommodate the proposed subgrade elevations
  - Perform cut/fills and rough grading to the proposed subgrade elevations
  - Stabilize the site with the proposed gravel sub-base
  - Install rammed aggregate piers within the building footprint to improve the existing ground for support of the anticipated foundation loads.

Our plan is to start the above site work as soon as possible.

Please note that a restoration guarantee with the City is in place and this financial assurance should be sufficient for both Phases. We understand a complete performance guarantee will be necessary prior to building permit issuance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Blais', is written over a horizontal line.

Jason Blais  
Project Manager

02/05/2016

Cc: Nell Donaldson

**Mixed Use Development**

York & High Street  
Portland, Maine

REVISION:  
01/13/16 - CITY REVIEW COMMENTS  
01/14/16 - DELETED LEDGE REMOVAL  
02/05/16 - ADV SITEWORK PHASED

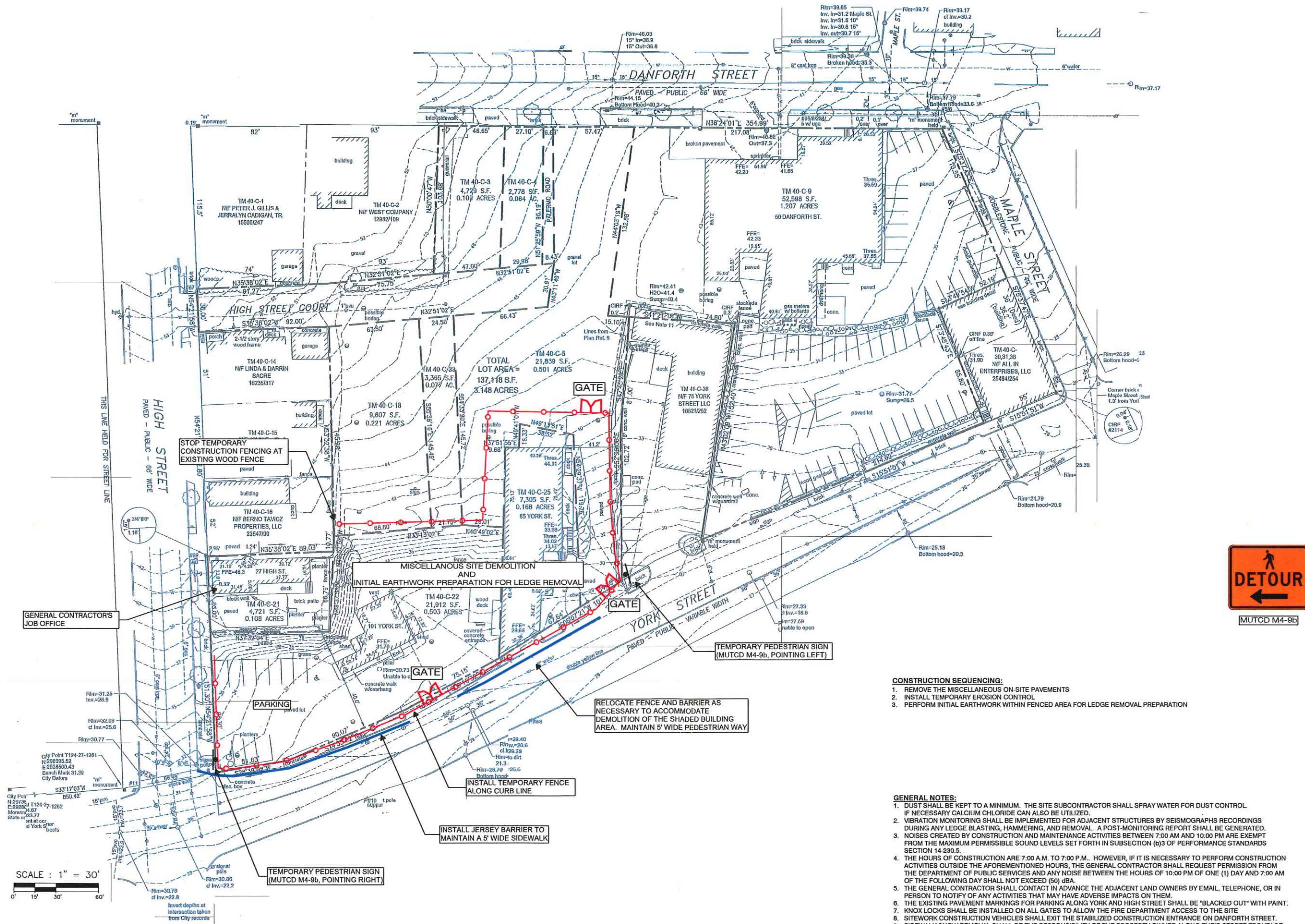
ISSUED:  
08/14/15 - SITE PLAN REVIEW

project architect: KK  
drawn by: BS

CONSTRUCTION  
MANAGEMENT  
ADVANCE SITEWORK  
PHASE I

sheet number:

**C10.01b**



MUTCD M4-9b

TEMPORARY PEDESTRIAN SIGN (MUTCD M4-9b, POINTING LEFT)

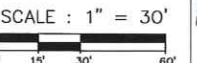
INSTALL TEMPORARY FENCE ALONG CURB LINE

INSTALL JERSEY BARRIER TO MAINTAIN A 5' WIDE SIDEWALK

RELOCATE FENCE AND BARRIER AS NECESSARY TO ACCOMMODATE DEMOLITION OF THE SHADED BUILDING AREA. MAINTAIN 5' WIDE PEDESTRIAN WAY

- CONSTRUCTION SEQUENCING:**
1. REMOVE THE MISCELLANEOUS ON-SITE PAVEMENTS
  2. INSTALL TEMPORARY EROSION CONTROL
  3. PERFORM INITIAL EARTHWORK WITHIN FENCED AREA FOR LEDGE REMOVAL PREPARATION

- GENERAL NOTES:**
1. DUST SHALL BE KEPT TO A MINIMUM. THE SITE SUBCONTRACTOR SHALL SPRAY WATER FOR DUST CONTROL. IF NECESSARY CALCIUM CHLORIDE CAN ALSO BE UTILIZED.
  2. VIBRATION MONITORING SHALL BE IMPLEMENTED FOR ADJACENT STRUCTURES BY SEISMOGRAPHS RECORDINGS DURING ANY LEDGE BLASTING, HAMMERING, AND REMOVAL. A POST-MONITORING REPORT SHALL BE GENERATED.
  3. NOISES CREATED BY CONSTRUCTION AND MAINTENANCE ACTIVITIES BETWEEN 7:00 AM AND 10:00 PM ARE EXEMPT FROM THE MAXIMUM PERMISSIBLE SOUND LEVELS SET FORTH IN SUBSECTION (b)3 OF PERFORMANCE STANDARDS SECTION 14-230.5.
  4. THE HOURS OF CONSTRUCTION ARE 7:00 A.M. TO 7:00 P.M.. HOWEVER, IF IT IS NECESSARY TO PERFORM CONSTRUCTION ACTIVITIES OUTSIDE THE AFOREMENTIONED HOURS, THE GENERAL CONTRACTOR SHALL REQUEST PERMISSION FROM THE DEPARTMENT OF PUBLIC SERVICES AND ANY NOISE BETWEEN THE HOURS OF 10:00 PM OF ONE (1) DAY AND 7:00 AM OF THE FOLLOWING DAY SHALL NOT EXCEED (50) dBA.
  5. THE GENERAL CONTRACTOR SHALL CONTACT IN ADVANCE THE ADJACENT LAND OWNERS BY EMAIL, TELEPHONE, OR IN PERSON TO NOTIFY OF ANY ACTIVITIES THAT MAY HAVE ADVERSE IMPACTS ON THEM.
  6. THE EXISTING PAVEMENT MARKINGS FOR PARKING ALONG YORK AND HIGH STREET SHALL BE "BLACKED OUT" WITH PAINT.
  7. KNOX LOCKS SHALL BE INSTALLED ON ALL GATES TO ALLOW THE FIRE DEPARTMENT ACCESS TO THE SITE
  8. SITEWORK CONSTRUCTION VEHICLES SHALL EXIT THE STABILIZED CONSTRUCTION ENTRANCE ON DANFORTH STREET.
  9. SIDEWALK SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER ALONG THEIR STREET FRONTAGE.
  10. PROJECT DELIVERIES SHALL NOT BE SCHEDULED DURING PEAK TRAFFIC TIMES; MON THROUGH FRIDAY; 7-9AM AND 4-6PM.
  11. EXISTING MONTHLY PARKING TENANTS WILL BE RELOCATED TO ALTERNATE PRIVATE LOCATIONS AND WILL NOT BE DISPLACED AS TO BURDEN PUBLIC PARKING FACILITIES/INFRASTRUCTURE.



Invert depths at intersection taken from City records

GENERAL CONTRACTOR'S JOB OFFICE

STOP TEMPORARY CONSTRUCTION FENCING AT EXISTING WOOD FENCE

TOTAL LOT AREA = 137,418 S.F. 3.148 ACRES



DESIGN : • COLORS  
 • 'FLATNESS'  
 - SW RT CORNER

## PLANNING BOARD REPORT PORTLAND, MAINE



101 York Street Amended Subdivision Plat  
 101 York Street  
 Level III Site Plan and Subdivision Review  
 2017-084  
 101 York Street, LLC

Submitted to: Portland Planning Board	Prepared by: Nell Donaldson, Planner
Date: June 15, 2017	CBLs: 40-C-5
Public Hearing Date: June 22, 2017	Project #: 2017-084

### I. INTRODUCTION

101 York Street, LLC has requested an amendment to the approved, recorded subdivision plat for their property at York and High Streets in the West End. The site is currently under construction with a mixed-use development, approved as a Level III site plan and subdivision by the Planning Board on December 8, 2015. The subdivision plat amendments will have the effect of creating additional retail condominium units on the site. The plat amendments will also establish a new lot line between the retail/residential building and the structured parking elements of the approved site plan, such that the parking will reside on a separate lot. A draft deed to transfer the structured parking ownership has been provided, as have draft easements.

This amendment is being referred to the Planning Board for compliance with the subdivision standards of the land use code. A total of 199 notices were sent to property owners within 500 feet of the site and a legal ad ran in the *Portland Press Herald* June 12 and June 13, 2017.

**Applicant:** Vincent Veroneau, 101 York Street, LCC

**Consultants:** Owen Haskell, Surveyor

### II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Subdivision	Section 14-497

### III. PROJECT DATA

Existing Zoning	B-3
Existing Use	Mixed-use (commercial, residential, and structured parking)
Proposed Use	Mixed-use (commercial, residential) and structured parking on separate lots
Parcel Size	66,787 SF

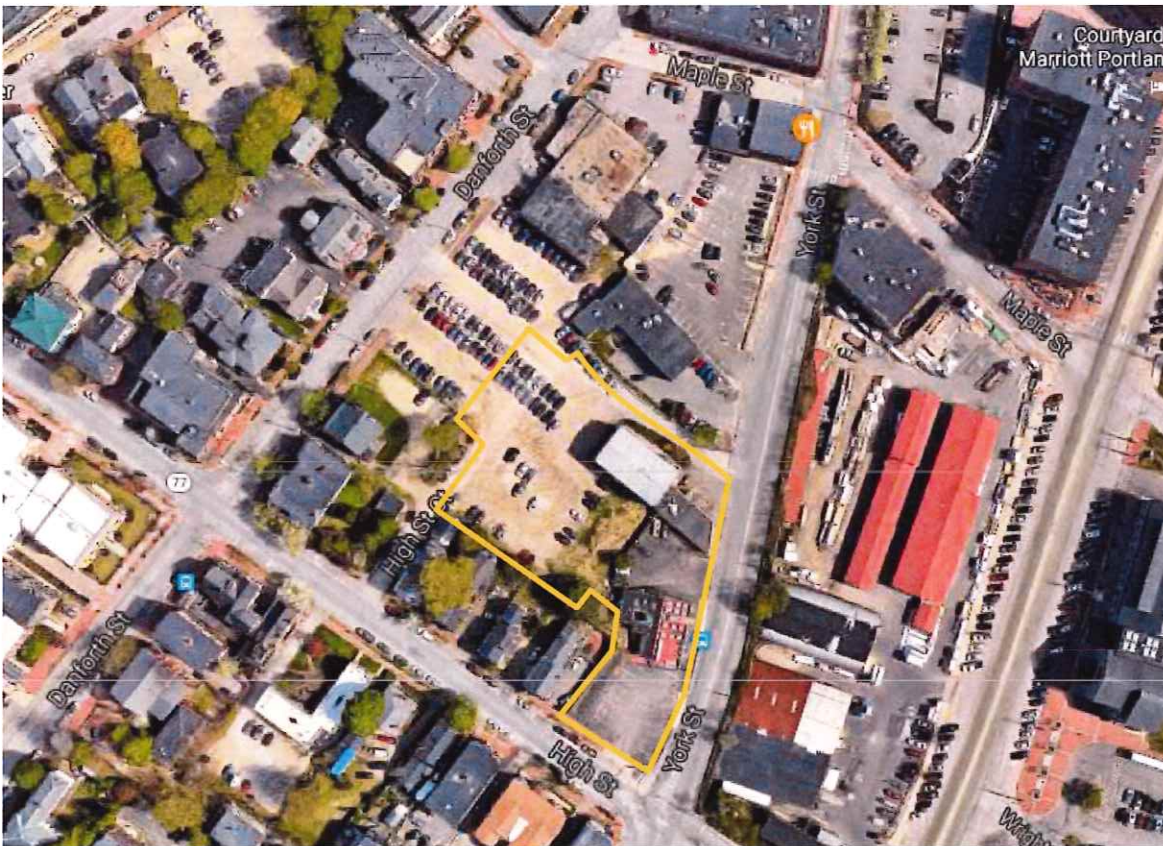


Figure 1: 101 York Street site, with existing lot lines

**IV. BACKGROUND & CURRENT PROPOSAL**

The 101 York Street subdivision site lies at the corner of York and High Streets in the city’s West End (Figure 1). 101 York Street, LLC, a subsidiary of JB Brown and Sons, received site plan and subdivision approval for a 98,000 SF mixed use development on the site in late 2015. Under the approved plans, a five story building is proposed to front York Street, with commercial space on the first floor and 63 residential units above. Vehicular parking is proposed in a two-level structure situated behind the proposed building, with lower level access from York Street and upper level access from Danforth Street. Construction on the site is underway.

Under the original site plan and subdivision application, the 63 residential units in the development were proposed as market rate apartments, and the entire site, including the residential units, retail, and parking, was to be retained under the ownership of 101 York Street, LLC (Figure 2). The current amendments change the proposed ownership scheme in the following ways:

- The 63 market rate apartments are now proposed as condominium units for individual sale;
- The retail portion of the building is now proposed as its own condominium unit, with potential for division into six sub-units; and
- With the creation of a new lot line, the parking structure is proposed to be transferred to adjacent property owned by JB Brown and removed from the condominium altogether (Figure 3).

The proposed amendments do not necessitate any physical changes to the approved site plan. However, they do result in need for a number of new easements (Attachment B) and a parking agreement to ensure that the parking requirements of the original site plan and subdivision approval continue to be met (Attachment F).

NOT AN AMENDMENT PLAT.

**V. PUBLIC COMMENT**

There were no public comments on the proposed plat amendment.

**VI. RIGHT, TITLE, & INTEREST**

The applicant's original submittal included deeds as evidence of right, title, and interest (*Attachment 1*). In the amendment application, the applicant has provided a revised lot division plan, which shows the new proposed lot line to separate the parking structure from the retail/residential element of the original project (*Plan 1*). This line is drawn in such a manner so as to transfer the parking structure portion of the lot to an adjacent property owned by JB Brown at 27 High Street. Bill Scott, the city's surveyor, has provided some comments on the revised lot division plan (*Attachment 1*), which are discussed below. The final review of the lot division plan and associated deed have been suggested as conditions of approval.

**VII. ZONING ANALYSIS**

Staff, in association with the city's Zoning Specialist, have reviewed the revised lot division plan for conformance with the city's B-3 and R-6 zoning and found no issues with the proposed lot division.

**VIII. SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (Section 14-496)**

The applicant has provided an amended subdivision plat (*Plan 2*). Bill Scott, the city's surveyor, has reviewed the plat and offered the following comments:

*Neither the Revised Division of Lots Plan nor the Amended Subdivision Plat show the four granite monuments to-be-set as per the approved Subdivision Plan. These need to be added to these plans and we need to make sure that they get set as part of the ongoing construction project;*

*I see various references to a Public Pedestrian Easement Area along York Street. The Amended Subdivision Plat states that the applicant has already provided us with a Draft version of the easement, and that the easement will be recorded at the Registry of Deeds. Do we have a copy of the easement deed? Is it in Draft form or has it been conveyed? If it's been conveyed, has it been recorded? If it's in Draft form, I would like to review it unless Bill Clark already has done so.*

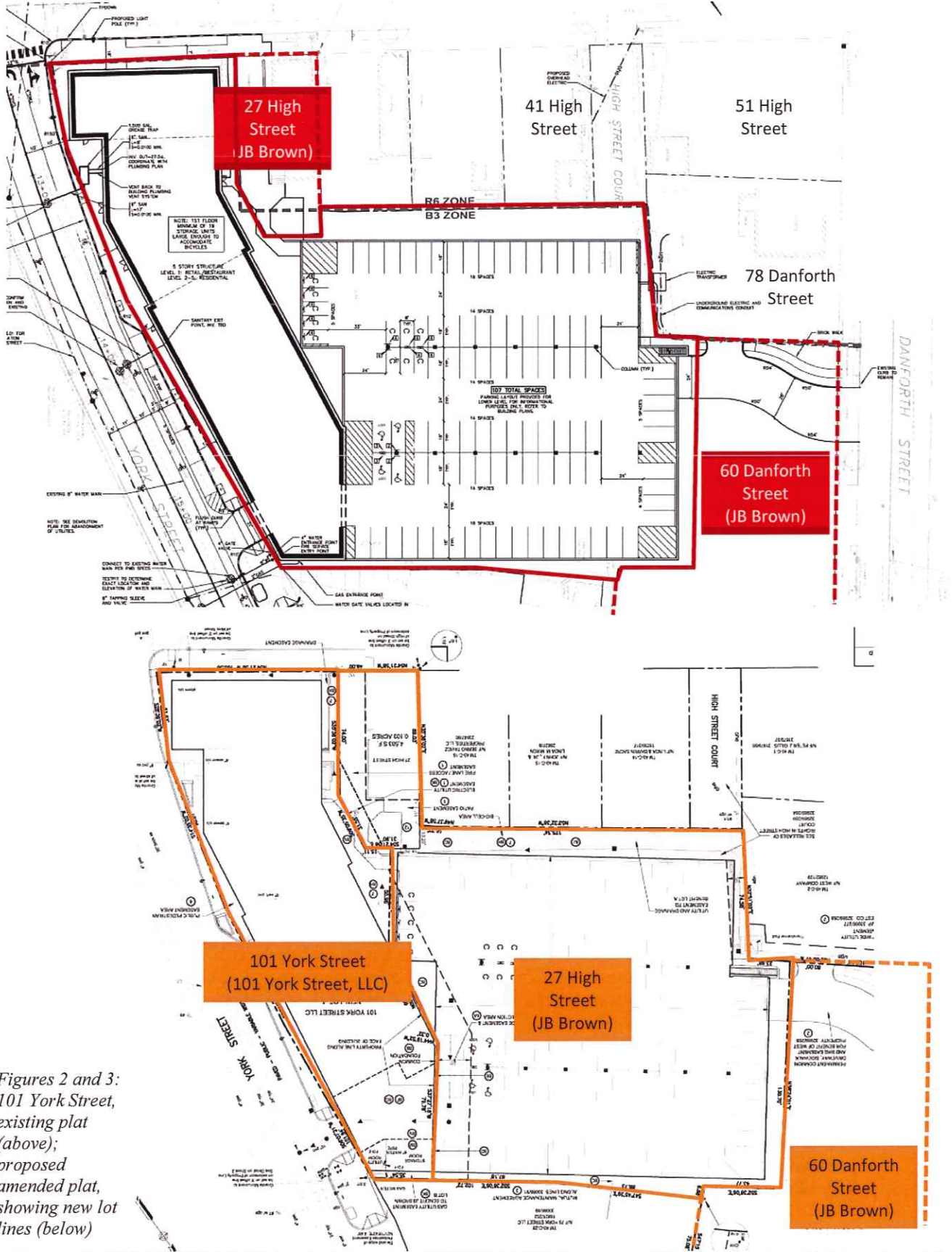
Note that a draft of this easement, required as a product of the original subdivision review, has been provided by the applicant.

*One of the "new" boundary lines on the Amended Plat is labeled "75.48" feet. This line is shown as "79.78' feet on the Division of Lots Plan and in the proposed deed description. This label should be corrected;*

*I am a little confused by the way these two plans call off the Record Owners of the properties. The Title Block on the Amended Subdivision Plat says the record owner is 101 York Street LLC. The Title Block of the Revised Division of Lots Plan says the record owner is J. B. Brown & Sons. Although both plans do reference both record owners along with deed references and tax map-block-lot references in the plans' Notes, none of those labels appear in the plan view. Instead, the only labels are "New Lot A" and "New Lot B". I think it would be less confusing if either the New Lot designations were added to the Record Owner Notes or if the Record Owner info was added to the plan view;*

*The Surveyor's Certification includes the words "...with the exception of markers not set at all corners" on the Amended Subdivision Plat but it does not have the same exception listed on the Revised Division of Lots Plan. I think it belongs there as well.*

In the amendment submittal, the applicant has provided a list of easements necessitated by the new lot division and



Figures 2 and 3:  
 101 York Street,  
 existing plat  
 (above);  
 proposed  
 amended plat,  
 showing new lot  
 lines (below)



the creation and addition of condominium units (*Attachment B*). Among these, the applicant proposes:

- A 20' no-build area at the new proposed lot line;
- An easement for common foundation structure between the condominium building (101 York Street) and the parking structure on 27 High Street;
- Landscaped areas on 27 High Street to be maintained by the condominium building (101 York Street);
- Access from the parking structure on 27 High Street to the condominium building (101 York Street), including access to a storage room;
- Access from the condominium property (101 York Street) to the parking structure on 27 High Street;
- Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to York Street;
- Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to High Street;
- Utilities from 60 Danforth Street and 27 High Street to the condominium building (101 York Street); and
- Utilities, including water supply for fire suppression and electrical, from the condominium building (101 York Street) to the parking structure on 27 High Street.

Staff also notes that the final plat should include a book and page reference for all easements, for the deed transferring the parking structure to 27 High Street, and for the parking agreement between the condominium and 27 High Street.

Final review of the revised plat, submitted to address these comments, and final review of all necessary easements and agreements have been suggested as conditions of approval.

**IX. SUBDIVISION REVIEW (14-497(a). Review Criteria)**

The subdivision amendments proposed here have only one impact on the original review, in that they eliminate the required on-site parking from the condominium lot (101 York Street). Under Division 20 of the city's land use ordinance, off-site parking is permissible in non-residential zones so long as it is located within 100-1,500 feet along lines of public access and control is shown by ownership or lease for a period of not less than five years. In accordance with this provision, the applicant has provided a draft parking agreement granting the residential and retail uses in the condominium building the right to lease off-street parking in the structure on 27 High Street (*Attachment F*). The agreement requires JB Brown, the owner of 27 High Street, to "maintain a minimum of 122 parking spaces" within the parking structure. The term of the agreement is 20 years.

Thomas Errico, the city's consulting traffic engineer, *for use by 101 York St* has reviewed this agreement and offers the following comments:

*The parking agreement unbundles parking from the purchase of the residential and commercial uses and establishes a monthly market rate parking fee program for those interested in paying for parking. Given that the agreement guarantees a sufficient parking supply (122 parking spaces) be allocated, I find the agreement to be generally acceptable.*

*The applicant should note why the number of parking spaces allocated to the commercial or retail use decreased from 65 parking spaces to 59 parking spaces.*

*The applicant shall provide information that documents how the parking facility will be managed and if open to the general public. Specifically, will patrons of the retail/restaurant uses have the ability to park in the facility, if the retail businesses do not lease parking spaces.*

*The applicant shall note how parking for 27 High Street is being accounted for in the facility.*

A final parking agreement, addressing these comments as necessary, has been included as a condition of approval.

**X. STAFF RECOMMENDATION**

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the amended subdivision at 101 York Street.

**XI. PROPOSED MOTIONS**

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the planning board report for the public hearing on June 22, 2017 for application 2017-084 relevant to the subdivision regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **is/is not** in conformance with the subdivision standards of the land use code and **approves/does not approve** the application, subject to the following conditions of approval, which must be met prior to the signing of the plat unless otherwise stated:

1. The applicant shall finalize the amended subdivision plat for review and approval by Corporation Counsel, the Department of Public Services, and the Planning Authority;
2. The applicant shall finalize the new division of lots plan and associated quitclaim deed without covenant for review and approval by Corporation Counsel and the Planning Authority;
3. Prior to Certificate of Occupancy for the condominium building at 101 York Street, the applicant shall finalize condominium documents for review and approval by Corporation Counsel;
4. The applicant shall provide evidence of all necessary easements, including but not limited to:
  - a. A 20' no-build area at the new proposed lot line;
  - b. A common foundation structure between the condominium building (101 York Street) and the parking structure at 27 High Street;
  - c. Landscaped areas on 27 High Street to be maintained by the condominium building (101 York Street);
  - d. Access from the parking structure on 27 High Street to the condominium building (101 York Street), including access to a storage room;
  - e. Access from the condominium property (101 York Street) to the parking structure on 27 High Street;
  - f. Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to York Street;
  - g. Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to High Street;
  - h. Utilities from 60 Danforth Street and 27 High Street to the condominium building (101 York Street); and
  - i. Utilities, including water supply for fire suppression and electrical, from 101 York Street to 27 High Street.

for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority; and

5. Prior to certificate of occupancy for the condominium building at 101 York Street, the applicant shall provide a final, executed parking agreement meeting the standards of *Section 14-334* for review and approval by the Department of Public Works and the Planning Authority.

**XII. ATTACHMENTS**

**PLANNING BOARD REPORT ATTACHMENTS**

1. Department of Public Services review (memo from Bill Scott, 6/9/17)
2. Traffic Engineer review (memo from Thomas Errico, 6/12/17)

**APPLICANT'S SUBMITTALS**

- A. Cover Letter
- B. Level III Site Plan Application
- C. Evidence of Right, Title, and Interest
- D. Quitclaim Deed Without Covenant
- E. Condominium Documents
- F. Parking Agreement

**PLANS**

- Plan 1. Approved, Recorded Subdivision Plat
- Plan 2. Approved, Recorded Subdivision Plat Notes
- Plan 3. New Division of Lots Plan
- Plan 4. Amended Subdivision Plat
- Plan 5. Amended Subdivision Plat Notes
- Plan 6. Condominium Plan





Helen Donaldson <hcd@portlandmaine.gov>

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## amended plat review - 101 York Street

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William Scott <wgs@portlandmaine.gov>

Fri, Jun 9, 2017 at 10:33 AM

To: Helen Donaldson <hcd@portlandmaine.gov>

Cc: Lauren Swett <lswett@woodardcurran.com>, Katherine Earley <kas@portlandmaine.gov>

Hello Nell. Here are my review comments and questions:

The two biggest things that affect the City / Public aspects of this project are:

1. Neither the Revised Division of Lots Plan nor the Amended Subdivision Plat show the four granite monuments to-be-set as per the approved Subdivision Plan. These need to be added to these plans and we need to make sure that they get set as part of the ongoing construction project;
2. I see various references to a Public Pedestrian Easement Area along York Street. The Amended Subdivision Plat states that the applicant has already provided us with a Draft version of the easement, and that the easement will be recorded at the Registry of Deeds. Do we have a copy of the easement deed? Is it in Draft form or has it been conveyed? If it's been conveyed, has it been recorded? If it's in Draft form, I would like to review it unless Bill Clark already has done so.

The rest of my comments pertain to things that are not necessarily "Public" concerns but probably should be addressed:

1. One of the "new" boundary lines on the Amended Plat is labeled "75.48" feet. This line is shown as "79.78' feet on the Division of Lots Plan and in the proposed deed description. This label should be corrected;
2. I am a little confused by the way these two plans call off the Record Owners of the properties. The Title Block on the Amended Subdivision Plat says the record owner is 101 York Street LLC. The Title Block of the Revised Division of Lots Plan says the record owner is J. B. Brown & Sons. Although both plans do reference both record owners along with deed references and tax map-block-lot references in the plans' Notes, none of those labels appear in the plan view. Instead, the only labels are "New Lot A" and "New Lot B". I think it would be less confusing if either the New Lot designations were added to the Record Owner Notes or if the Record Owner info was added to the plan view;
3. The Surveyor's Certification includes the words "...with the exception of markers not set at all corners." on the Amended Subdivision Plat but it does not have the same exception listed on the Revised Division of Lots Plan. I think it belongs there as well.

The deed description is good although three of the courses are not shown on these revised/amended plans. Those courses do appear on the approved Subdivision Plan. I think the surveyor chose not to show the existing boundary lines along the portion that abuts land currently owned by J. B. Brown. In other words, these two plans show the boundary lines after this deed is conveyed; they do not show the current boundary line between Brown and 101 York Street LLC.

Please let me know if you have any questions, comments or concerns, or if you'd like to meet to discuss any of this with me. Thanks Nell.

On Tue, May 30, 2017 at 10:52 AM, Helen Donaldson <hcd@portlandmaine.gov> wrote:

[Quoted text hidden]

—  
Bill Scott, P.L.S.  
Chief Surveyor  
City of Portland, Maine  
Department of Public Works  
Engineering Division  
207-874-8825



Helen Donaldson <hcd@portlandmaine.gov>

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## 101 York Street - Parking Agreement Review Comments

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Tom Errico <thomas.errico@tylin.com>  
To: Helen Donaldson <HCD@portlandmaine.gov>

Mon, Jun 12, 2017 at 4:50 PM

Hi Nell – I have reviewed the draft parking agreement provided for the 101 York Street project and offer the following comments.

- The parking agreement unbundles parking from the purchase of the residential and commercial uses and establishes a monthly market rate parking fee program for those interested in paying for parking. Given that the agreement guarantees a sufficient parking supply (122 parking spaces) be allocated, I find the agreement to be generally acceptable.
- The applicant should note why the number of parking spaces allocated to the commercial or retail use decreased from 65 parking spaces to 59 parking spaces.
- The applicant shall provide information that documents how the parking facility will be managed and if open to the general public. Specifically, will patrons of the retail/restaurant uses have the ability to park in the facility, if the retail businesses do not lease parking spaces.
- The applicant shall note how parking for 27 High Street is being accounted for in the facility.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE  
Senior Associate  
Traffic Engineering Director  
**TYLIN** INTERNATIONAL  
12 Northbrook Drive  
Falmouth, ME 04105  
[+1.207.781.4721](tel:+12077814721) main  
[+1.207.347.4354](tel:+12073474354) direct  
[+1.207.400.0719](tel:+12074000719) mobile  
[+1.207.781.4753](tel:+12077814753) fax  
[thomas.errico@tylin.com](mailto:thomas.errico@tylin.com)  
Visit us online at [www.tylin.com](http://www.tylin.com)  
[Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Google+](#)

"One Vision, One Company"

**J.B. BROWN & SONS**

10 Free Street, Suite 100  
Portland, ME 04101  
(207) 774-5908

May 1, 2017

Helen Donaldson  
City of Portland Planning Division  
389 Congress Street  
Portland, Maine 04101

Re: Amended Subdivision Plan – 101 York Street, LLC

Dear Nell,

Per our discussions, 101 York Street, LLC, of which J.B. Brown & Sons is the sole Member, is applying to amend the subdivision plan approved by the Portland Planning Board on December 15, 2015.

The amended subdivision has two affects: (1) the creation and subdivision (up to 6 units) of a ground floor retail condominium unit and, (2) removes the parking garage from the condominium by transferring the structure to adjacent land owned by J. B. Brown & Sons. The requested modifications to the subdivision outline ownership and operational responsibilities, but do not make any on the ground physical changes to the original approvals.

Below is a general list of easements/rights that will be incorporated into the Condominium Declaration, deeds, and plats, and the Amended Subdivision Plan in order to accomplish the two items stated above:

1. Twenty foot (20') no-build area from the face of the condominium building extending onto the parking deck;
2. Common below surface foundation structure between the condominium building and parking garage;
3. Landscaped areas located on Lot B (JBB) to be maintained by the condominium;
4. Condominium 1st floor northerly storage room (next to mechanical room) that is accessed from 1st floor parking garage;
5. Pedestrian access door to 1st floor of condominium building from 1st floor garage;
6. Vehicle and pedestrian access to and from York Street and 1st floor garage through the condominium and over New Lot A;
7. Stormwater drainage from 1st floor garage through the Condominium to York Street;
8. Stormwater drainage from 2nd floor garage through the Condominium and 27 High Street to High Street, including the above ground drainage BMP - Bio-Cell adjacent to garage;
9. Utilities through Lot B (JBB) from Danforth Street to the Condominium (Lot A);

10. Utilities easement for Condominium (Lot A) over 27 High Street from Danforth Street;
11. Utilities easement from York Street for Lot B (JBB) over Condominium (Lot A);
12. Water supply for garage fire suppression from condominium building;
13. Garage electrical from condominium building, including site lighting, garage lighting, fire alarm and ventilation; and
14. Parking rights for the condominium owners on 122 parking spaces in the parking garage.

Please do not hesitate to contact me with any questions of concerns.

Sincerely,



Vincent P. Veroneau  
President/CEO



**PROJECT NAME:**

York & High Condominium

**PROPOSED DEVELOPMENT ADDRESS:**

85-101 York Street, 42-70 Danforth Street

**PROJECT DESCRIPTION:**

Amend the subdivision plan to add the parking garage to Lot 40-C-9 and allow for  
subdivision of the retail unit at 101 York Street condominium.

**CHART/BLOCK/LOT:** 40-C-5, 9

**PRELIMINARY PLAN**

n/a (date)

**FINAL PLAN**

(date)

**CONTACT INFORMATION:**

<p><b>Applicant – must be owner, Lessee or Buyer</b>  Name: 101 York Street, LLC  c/o Vincent Veroneau  Business Name, if applicable:  Address: PO Box 207, 10 Free Street  City/State : Portland, ME Zip Code: 04112</p>	<p><b>Applicant Contact Information</b>  Work #: (207) 774-5908  Home #:  Cell #: Fax#: (207) 774-0898  e-mail: veroneau@jbbrown.com</p>
<p><b>Owner – (if different from Applicant)</b>  Name: 101 York Street, LLC  c/o Vincent Veroneau  Address: PO Box 207, 10 Free Street  City/State : Portland, ME Zip Code: 04112</p>	<p><b>Owner Contact Information</b>  Work #: (207) 774-5908  Home #:  Cell #: Fax#: (207) 774-0898  e-mail: veroneau@jbbrown.com</p>
<p><b>Agent/ Representative</b>  Name:  Address:  City/State : Zip Code:</p>	<p><b>Agent/Representative Contact information</b>  Work #:  Home #:  Cell #: Fax#:  e-mail:</p>
<p><b>Billing Information</b>  Name: J.B. Brown &amp; Sons  c/o Vincent Veroneau  Address: PO Box 207, 10 Free Street  City/State : Portland, ME Zip Code: 04112</p>	<p><b>Billing Contact Information</b>  Work #: (207) 774-5908  Home #:  Cell #: Fax#: (207) 774-0898  e-mail: veroneau@jbbrown.com</p>

<p><b>Engineer</b>  Name: Gorrill-Palmer Consulting Engineers  c/o Al Palmer  Address: PO Box 1237, 15 Shaker Road  City/State : Gray, ME      Zip Code: 04039</p>	<p><b>Engineer Contact Information</b>  Work #: (207) 657-6910  Home #:  Cell #:                              Fax#:  e-mail: APalmer@gorrillpalmer.com</p>
<p><b>Surveyor</b>  Name: Owen Haskell, Inc.  c/o John Schwanda  Address: 390 US Route 1  City/State : Falmouth, ME      Zip Code: 04105</p>	<p><b>Surveyor Contact Information</b>  Home #: (207) 774-0424  Work #:  Cell #:                              Fax#: (207) 774-0511  e-mail: jschwanda@owenhaskell.com</p>
<p><b>Architect</b>  Name:  Address:  City/State :                              Zip Code:</p>	<p><b>Architect Contact Information</b>  Work #:  Home #:  Cell #:                              Fax#:  e-mail:</p>
<p><b>Attorney</b>  Name: Verrill Dana L.L.P.  c/o David L. Galgay, Jr., Partner  Address: One Portland Square  City/State : Portland, ME      Zip Code: 04112</p>	<p><b>Attorney Contact Information</b>  Work #: (207) 774-4000, x4514  Home #:  Cell #:                              Fax#:  e-mail: dgalgay@verrilldana.com</p>
<p><b>Designated person/person(s) for uploading to e-Plan:</b>  Name: Vincent Veroneau  e-mail: veroneau@jbbrown.com   Name:  e-mail:   Name:  e-mail:</p>	

**APPLICATION FEES:**

<p><b>Level III Development (check applicable reviews)</b>  <input type="checkbox"/> Less than 50,000 sq. ft. ( 750.00)  <input type="checkbox"/> 50,000 - 100,000 sq. ft. ( 1,000)  <input type="checkbox"/> 100,000 – 200,000 sq. ft. ( 2,000)  <input type="checkbox"/> 200,000 – 300,000 sq. ft. ( 3,000)  <input type="checkbox"/> over 300,00 sq. ft. ( 5,000)  <input type="checkbox"/> Parking lots over 11 spaces ( 1,000)  <input type="checkbox"/> After-the-fact Review ( 1,000.00 plus applicable application fee)</p> <p><b>Plan Amendments (check applicable reviews)</b>  <input type="checkbox"/> Plannin Staff Review ( 250)  <input checked="" type="checkbox"/> Plannin Board Review ( 500)</p> <hr/> <p>The City invoices separately for the following :</p> <ul style="list-style-type: none"> <li>• Notices ( .75 each)</li> <li>• Legal Ad ( of total Ad)</li> <li>• Plannin Review ( 50.00 hour)</li> <li>• Legal Review ( 75.00 hour)</li> </ul> <p>Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.</p>	<p><b>Other Reviews (check applicable reviews)</b>  <input type="checkbox"/> Traffic Movement ( 1,500)  <input type="checkbox"/> Stormwater Quality ( 250)  <input type="checkbox"/> Subdivisions ( 500 + 25/lot)              # of Lots ___ x 25/lot = _____  <input type="checkbox"/> Site Location ( 3,500, except for residential projects which shall be 200/lot)              # of Lots ___ x 200/lot = _____  <input type="checkbox"/> Other _____  <input type="checkbox"/> Change of Use  <input type="checkbox"/> Flood Plain  <input type="checkbox"/> Shoreland  <input type="checkbox"/> Design Review  <input type="checkbox"/> Housing Replacement  <input type="checkbox"/> Historic Preservation</p>
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**INSTRUCTIONS FOR ELECTRONIC SUBMISSION:**

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

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

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

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

[Apply Online Instructions](#)

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

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

**APPLICANT SIGNATURE:**

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a *legal signature* per Maine state law.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

**This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.**

<b>Signature of Applicant:</b> 	<b>Date:</b> 4/14/17
---	-------------------------

## PROJECT DATA

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

<b>Total Area of Site</b>	Parcel: 72,930 sq. ft.
<b>Proposed Total Disturbed Area of the Site</b>	sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland.	
<b>Impervious Surface Area</b>	
Impervious Area (Total Existing)	66,072 sq. ft.
Impervious Area (Total Proposed)	66,072 sq. ft.
<b>Building Ground Floor Area and Total Floor Area</b>	
Building Footprint (Total Existing)	17,550 sq. ft.
Building Footprint (Total Proposed)	17,505 sq. ft.
Building Floor Area (Total Existing)	97,565 sq. ft.
Building Floor Area (Total Proposed)	97,565 sq. ft.
<b>Zoning</b>	
Existing	B-3
Proposed, if applicable	n/a
<b>Land Use</b>	
Existing	Commercial, Parking
Proposed	Residential
<b>Residential, If applicable</b>	
# of Residential Units (Total Existing)	63
# of Residential Units (Total Proposed)	63
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	0
<b>Proposed Bedroom Mix</b>	
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
<b>Parking Spaces</b>	
# of Parking Spaces (Total Existing)	
# of Parking Spaces (Total Proposed)	211
# of Handicapped Spaces (Total Proposed)	8
<b>Bicycle Parking Spaces</b>	
# of Bicycle Spaces (Total Existing)	20
# of Bicycle Spaces (Total Proposed)	20
<b>Estimated Cost of Project</b>	

**4. Evidence of right, title and interest**

The record owner of the subject property is J B Brown & Sons. Deeds granting the subject property to the applicant are the following:

- Book 4842 Page 336; 66-68 Danforth Street; Tax Lot 40-C-3 & 4
- Book 4156 Page 65; 60 Danforth Street; Tax Lot 40-C-5 & 9
- Book 34531 Page 339; 11 High Street Court; Tax Lot 40-C-18
- Book 27156 Page 179; 85 York Street; Tax Lot 40-C-25
- Book 24127 Page 341; 13 High Street Court; Tax Lot 40-C-33
- Book 24372 Page 292; 27 High Street; Tax Lot 40-C-21
- Book 26143 Page 287; 101 York Street; Tax Lot 40-C-22

A copies of all the deeds are attached.

4842/336

QUITCLAIM DEED  
With Covenant  
Corporate Grantor

40-c-3,4  
66-68 Danforth

Know all Men by these Presents,

That DORSE CORPORATION, sometimes known as THE DORSE CORPORATION,  
a Corporation organized and existing under the laws of the State of Maine  
and having a place of business at Portland  
in the County of Cumberland and State of Maine,  
in consideration of One Dollar (\$1.00) and other valuable consideration,  
paid by J. B. BROWN & SONS, a Corporation organized and existing  
under the laws of the State of Maine and having a place of business  
at said Portland  
whose mailing address is 482 Congress Street, Portland, Maine

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey,  
and forever quitclaim unto the said J. B. BROWN & SONS, its successors and  
assigns forever,

~~hereinafter referred to as~~  
A certain lot or parcel of land, with the buildings thereon, situated  
on the southeasterly side of Danforth Street in said Portland, bounded  
and described as follows: Beginning at a stake standing on the north-  
easterly corner of land formerly owned by the late William Merrill;  
thence southeasterly adjoining said Merrill's land about 102 feet to  
a lane; thence on said lane 47 feet; thence running parallel with  
said Merrill's land about 102 feet to Danforth Street; thence by  
said Danforth Street 47 feet to the bounds first mentioned.

Also, another certain lot or parcel of land situated on the south-  
easterly side of Danforth Street in said Portland, being bounded  
and described as follows: Beginning on the southeasterly side of  
said Danforth Street at the northeasterly corner of land formerly  
of Michael F. Flaherty, being the parcel hereinabove described;  
thence running southeasterly by the parcel hereinabove described 102  
feet, more or less, to the northwesterly line of High Street Court;  
thence running northeasterly by the northwesterly line of High Street  
Court to the intersection of the northwesterly line of High Street  
Court and the southwesterly line of a right of way known as Palermo  
Road; thence running northwesterly by the southwesterly line of said  
Palermo Road 102 feet, more or less, to the southeasterly side of  
Danforth Street; thence running southwesterly by the southeasterly  
side of said Danforth Street to the northeasterly corner of the parcel  
first hereinabove described and the point of beginning.

Being the same premises conveyed to the Grantor by Mark Slotsky by  
Deed dated September 5, 1972 and recorded in the Cumberland County  
Registry of Deeds in Book 3293, Page 21.

This conveyance is made subject to real estate taxes of the City  
of Portland for the municipal tax year July 1, 1981 through and in-  
cluding June 30, 1982.

40-C-3, 4  
66-68 Danforth

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said J. B. BROWN & SONS, its successors and assigns forever.

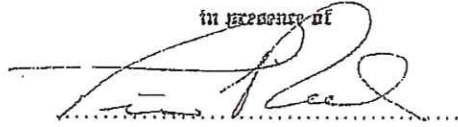
~~HEREIN~~

And the said Grantor Corporation does covenant with the said J. B. BROWN & SONS, its successors and

~~herein~~ that it will warrant and defend the premises to the said Grantee, its successors ~~herein~~ and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said DORSE CORPORATION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Dorothy C. DeCosta, its President

thereunto duly authorized, this 25<sup>th</sup> day of the month of August A.D. 19 81.

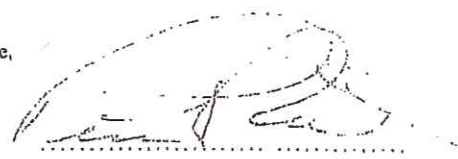
Signed, Sealed and Delivered in presence of 

DORSE CORPORATION  
(Corporate Name)  
By Dorothy C. DeCosta  
its President

State of Maine, County of Cumberland ss. August 25<sup>th</sup> 1981

Then personally appeared the above named Dorothy C. DeCosta, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Corporation.

Before me,



AUG 25 1981

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
Received at J. B. BROWN & SONS and recorded in  
BOOK 48462 PAGE 236

Justice of the Peace  
Notary Public  
Attorney at Law



4156/65

4156/65

40-C-5,9  
60 Danforth St.

Know all Men by these Presents,

That MAINE NATIONAL BANK, a national banking association created and existing under the laws of the United States of America and having its principal place of business in Portland in the County of Cumberland and State of Maine,

~~ACCORDED TO THE BANK BY DEED OF JAMES E. McBRADY & SON, INC. DATED AT THE TOWN OF YORK STATE OF MAINE~~

BY

~~SHARON W. WILSON~~

~~IN THE COUNTY OF~~

~~AND STATE OF~~

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by J. B. BROWN & SONS, a corporation created and existing under the laws of the State of Maine and having its principal place of business in Portland in the County of Cumberland and State of Maine,

the receipt whereof it does hereby acknowledge, does hereby trustee,

release, bargain, sell and convey, and forever quit-claim unto the said J. B. Brown & Sons, its successors

with and assigns forever,

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

Beginning at the intersection of the southeasterly sideline of Danforth Street and the southwesterly sideline of Maple Street;

Thence southeasterly by the southwesterly sideline of Maple Street one hundred thirteen and forty hundredths (113.40) feet, more or less, to land now or formerly of James E. McBrady & Son, Inc.;

Thence southwesterly by said McBrady land to a corner thereof;

Thence southeasterly by said McBrady land eighty-seven and seven hundredths (87.07) feet, more or less, to a corner thereof and the northwesterly sideline of York Street;

Thence southwesterly by said northwesterly sideline of York Street two hundred fifteen and twelve hundredths (215.12) feet, more or less, to land now or formerly of Joseph S. Pio;

Thence northwesterly by said Pio land one hundred fifty-two and forty hundredths (152.40) feet, more or less, to a corner thereof;

Thence southwesterly by said Pio land seventy-five (75) feet, more or less, to a corner thereof;

Thence continuing southwesterly by the southeasterly or rear line of the premises conveyed to Melmark Corp. by deed of Margaret F. Costello dated January 6, 1964 and recorded in the Cumberland County Registry of Deeds in Book 2796, Page 483 to a corner thereof;

Thence northwesterly by the southwesterly sideline of said Costello land to said southeasterly sideline of Danforth Street;

Thence northeasterly by said southeasterly sideline of Danforth Street to the point of beginning.

Being the same premises conveyed to The Grand, Inc. by Melmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3110 Page 322.

Also another certain lot or parcel of land together with buildings thereon situated in Portland in the County of Cumberland and State of Maine and bounded and described as follows:

Beginning on the southeasterly sideline of Danforth Street at the southwesterly corner of the property conveyed by Melmark Corp. to The Grand, Inc. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3110 Page 322.

63

Thence southwesterly by said southeasterly sideline of Danforth Street to Palermo Road, so-called, and sometimes known as King Place;

Thence southeasterly by the northeasterly sideline of Palermo Road one hundred two (102) feet, more or less, to an angle therein and continuing southeasterly by said sideline twenty-five and sixteen hundredths (25.16) feet, more or less, to a corner thereof formed by its intersection with the southeasterly sideline of High Street Court;

35.25

Thence southwesterly by said southeasterly sideline of High Street Court thirty-one and eighty hundredths (31.80) feet, more or less, to an angle therein and continuing southwesterly by said sideline thirty and thirty hundredths

31.80

(30.30) feet, more or less, to land believed to be now or formerly of Maurice A. Libby and Patricia C. Libby;

145.72

Thence southeasterly by said Libby land one hundred forty-seven (147) feet, more or less, to land believed to be now or formerly of Cities Service Corp;

22.01

Thence northeasterly by said Cities Service Corp. land twenty-nine and eighty-one hundredths (29.81) feet, more or less, to land believed to be now or formerly of Josephine M. Pellett;

Thence on the following courses by said Pellett land:

Northwesterly fifty-four and fifteen hundredths (54.15) feet, more or less, to a corner thereof;

Thence northeasterly nine and sixty-eight hundredths (9.68) feet, more or less, to a corner thereof;

Thence northwesterly fifteen (15) feet, more or less, to a corner thereof;

Thence northeasterly thirty-eight and fifty-two hundredths (38.52) feet, more or less, to a corner thereof;

Thence southeasterly one hundred twenty-four and ninety-five hundredths (124.95) feet, more or less, to the northwesterly sideline of York Street;

Thence by said northwesterly sideline of York Street northeasterly thirty-four and thirty hundredths (34.30) feet, more or less, to land now or formerly of Joseph S. Pio;

Thence by the southwesterly sideline of said land of Joseph S. Pio northwesterly one hundred fifteen (115) feet, more or less, to an angle therein and continuing northwesterly by said sideline sixty-six and ninety-three hundredths (66.93) feet, more or less, to a corner thereof;

Thence by the property conveyed by Neilmark Corp. to Inn Crowd, Inc. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3406, Page 322 southwesterly to a corner thereof and thence northwesterly by said property to the southeasterly sideline of Danforth Street and the point of beginning.

Being the same premises conveyed to Inn Crowd, Inc. by Neilmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3406, Page 325.

Meaning and intending to convey and hereby conveying the same premises conveyed to Maine National Bank by Inn Crowd, Inc. by mortgage deed, dated January 23, 1976 and recorded in said Registry of Deeds in Book 3798, Page 121. Said mortgage was foreclosed by Maine National Bank and sold to Maine National Bank pursuant to a Judgement of Foreclosure and Sale entered in the Cumberland County Superior Court, located in Portland, Maine on July 1, 1977. Said deed to Maine National Bank was dated November 9, 1977 and recorded in said Registry of Deeds in Book 4130, Page 21.

On here and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said J. B. Brown & Sons, its successors

and Assigns forever.

And the said Grantor Corporation does covenant with the said J. B. Brown & Sons, its successors

and Assigns, that it will warrant and forever defend the premises to the said Grantee, its successors and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said Maine National Bank

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Robert H. Harris, Jr.

, its Vice President

thereunto duly authorized, this thirtieth day of December in the year one thousand nine hundred and seventy-seven.

Signed, Sealed and Delivered in presence of

50

[Signature]

MAINE NATIONAL BANK

By [Signature]

Its Vice President

(Corporate Seal)

State of Maine, } ss. Cumberland

December 30, 1977

Personally appeared the above named Robert H. Harris, Jr., Vice President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

DEC 30 1977

[Signature]

Notary Public.

REGISTRY OF DEEDS, GUMBERLAND COUNTY, MAINE Received at [Signature] and recorded in [Signature]

07/11/07

40-C-18  
11 High St. Ct.

72239 BK-74531 Per 339

QUITCLAIM DEED WITH COVENANT  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that I, Richard D. Cawley, a resident of Baldwinsville, County of Onondaga and State of New York, for consideration paid, GRANT to J. B. Brown & Sons, a Maine corporation, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, with QUITCLAIM COVENANTS, the land in Portland, County of Cumberland and State of Maine, bounded and described as follows:

PLEASE SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the said Richard D. Cawley has caused this instrument to be signed and sealed this 30<sup>th</sup> day of October, 2006.

MAINE REAL ESTATE TAX PAID

John M. Delaney  
Witness

Richard D. Cawley  
Richard D. Cawley

State of New York  
County of Onondaga ss.

October 30, 2006

Personally appeared the above named Richard D. Cawley and acknowledged the foregoing to be his free act and deed.

Before me,

JOHN M. DELANEY  
Notary Public, State of New York  
Qualified in Onond. Co. No. 34-4511/24  
My Commission Expires 10/30/09

John M. Delaney  
Notary Public/Attorney at Law  
Print Name: John M. Delaney  
Commission expires:

## SCHEDULE A

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

Beginning on said southeasterly side of said High Street Court at the northerly corner of land formerly of Bessie O. Farley; thence running northeasterly by said High Street Court, sixty-three and five tenths (63.5) feet to land conveyed by Chella M. Kelley to William W. Gallagher, et al, by deed dated September 8, 1944 and recorded in the Cumberland County Registry of Deeds in Book 1757, Page 70; thence southeasterly by said Gallagher land, one hundred forty-three and seven tenths (143.7) feet, more or less, to land formerly of Dugan; thence southwesterly by said Dugan land and land formerly of Bradley, sixty-eight and eight tenths (68.8) feet, more or less, to land formerly of Jacobs; thence northwesterly by said Jacobs land, land formerly of Holland and said Farley land, one hundred forty-three and one-half (143-1/2) feet, more or less, to High Street Court at the point of beginning.

Being the same premises conveyed by Richard D. Cawley, Domiciliary Foreign Personal Representative of the Estate of Steven Lee Cawley, deceased (testate), to Richard D. Cawley by Deed of Distribution by Personal Representative and recorded in the Cumberland County Registry of Deeds at Book 24141, Page 29, also being the same premises conveyed by Michael D. Athearn and Deborah J. Bell to Steven Lee Cawley by warranty deed dated March 16, 1979 and recorded in the Cumberland County Registry of Deeds at Book 4393, Page 98.

Received  
Recorded Register of Deeds  
Nov 02, 2006 11:03:35A  
Cumberland County  
John B O'Brien

40-C-25

Doc#: 47529 Bk:27156 Pg: 179

per desc.

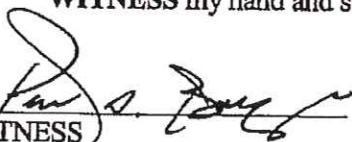
**QUITCLAIM DEED WITH COVENANT**

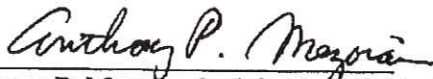
**KNOW ALL PERSONS BY THESE PRESENTS**, that **ANTHONY P. MEZOIAN**, of South Portland, County of Cumberland, State of Maine, and **ANTHONY P. MEZOIAN**, Trustee, **ANN L. MEZOIAN FAMILY TRUST**, Article 5, u/t/a dated February 14, 2008, each the holder of a fifty percent (50%) tenant-in-common interest, for consideration paid, grant to **J.B. BROWN & SONS**, a Maine corporation with a mailing address of 36 Danforth Street, P.O. Box 207, Portland, Maine 04112 with **QUITCLAIM COVENANT** that certain real property located in **Portland, Maine** more particularly described in Schedule A annexed hereto and incorporated by reference herein.

MAINE REAL ESTATE TAX PAID

MEANING AND INTENDING to describe and convey, and hereby conveying, the same premises conveyed (i) to Anthony P. Mezoian and Ann Lee Mezoian, as joint tenants, by Warranty Deed from Josephine M. Newlander dated November 17, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4842, Page 296, and (ii) to Anthony P. Mezoian in his capacity as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008, by Deed of Distribution by Personal Representative (Testate) from Anthony P. Mezoian in his capacity as the duly appointed and acting personal representative of the Estate of Ann L. Mezoian, dated April 14, 2009 and recorded in said Registry of Deeds in Book 27063, Page 81.

WITNESS my hand and seal this 5<sup>th</sup> day of August, 2009.

  
WITNESS

  
Anthony P. Mezoian, both in his individual capacity and as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008

SCHEDULE A

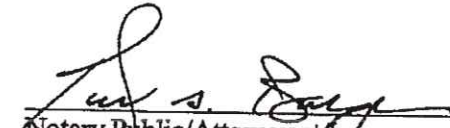
A certain lot or parcel of land with the buildings thereon, situated on the northerly side of York Street in said Portland, and bounded and described as follows:

Beginning on the northerly side line of said York Street at a point distant thirty- four and three tenths (34.3) feet southwesterly from easterly corner of Catherine Clary's lot purchased of John B. Brown in 1873; thence northwesterly upon a line drawn parallel to and distant three (3) inches from the northeasterly side of the house formerly standing on the lot hereby conveyed to land now or formally of one King; thence southwesterly by said King land to land now or formerly of one Fagan; thence southeasterly by said Fagan's land and land now or formerly of one McQuade to said York Street; thence northeasterly by said York Street sixty-seven and one-third ( $67 \frac{1}{3}$ ) feet to the first bound.

STATE OF MAINE  
CUMBERLAND, SS

August 5, 2009

Personally appeared before me the above-named Anthony P. Mezoian and acknowledged the foregoing to be his free act and deed.

  
Notary Public/Attorney at Law  
Printed Name: David Gay  
My commission expires: / /

Received  
Recorded Register of Deeds  
Aug 05, 2009 10:37:47A  
Cumberland County  
Pamela E. Lovley



24127/341

Doc# 41727 Bk#24127 Pg# 341

40-C-33  
13 High St. Ct.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, THAT BETH GIDEON, of Sammamish, Washington (the "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by J.B. BROWN & SONS, a Maine corporation (the "Grantee"), whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, the receipt whereof the Grantor does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, with Warranty Covenants, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, and being more particularly described as follows:

MAINE REAL ESTATE TAX PAID

Beginning at a stake on the southeasterly side of High Street Court, which stake is sixty-three and five tenths (63.5) feet northeasterly along High Street Court from the northerly corner of land now or formerly of Bessie O. Farley; thence running South 39° 49' East one hundred forty-three and seventh tenths (143.7) feet as surveyed to the lands now or formerly of said Walter M. Durgan; thence northeasterly along this said land now or formerly of said Durgan eighteen and two tenths (18.2) feet to a stake in the southwesterly line of lands now or formerly of Mary E. Fagan; thence North 37° 13' West along the land of said Mary E. Fagan one hundred forty-four (144) feet as surveyed to a stake in said southeasterly side of said High Street Court, which is the westerly corner of the land of said Mary E. Fagan; and thence southwesterly along the said southeasterly side of said High Street Court twenty-four and five tenths (24.5) feet to the point of beginning.

Being the premises conveyed to Beth Gideon by Hildredth & White by Warranty Deed dated November 12, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14304, Page 180.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed under seal this 24<sup>th</sup> day of the month of June, 2006.

WITNESS:

R. Adams

Hildredth & White  
Beth Gideon  
6/24/2006

40-C-21

24372/292

27 High St.  
JBB - Purchasing 11/19/2013

Doc# 60750 Bk:24372 Pg: 292

File Number 60663

**WARRANTY DEED**  
Maine Statutory Short Form

MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS, That I/we William D. Nutting and Diana Sue Bartley, formerly known as Diana S. Nutting, of the City/Towns of Saco and Clinton in the State of Maine, for consideration paid, grant(s) to Thomas L. McGinniss whose mailing address is 690 Congress St, Apt 34, Portland, Maine 04102, with WARRANTY COVENANTS, the real property situated in Portland, County of Cumberland and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands(s) and seal(s) this 15th day of September, 2006.

*[Signature]*  
Witness to all

*[Signature]*  
William D. Nutting

*[Signature]*  
William D. Nutting as Attorney in Fact  
for Diana Sue Bartley  
*attorney in fact*

State of Maine  
County of Cumberland, ss.

September 15, 2006

Personally appeared before me the above named William D. Nutting and acknowledged the foregoing instrument to be his/her/their free act and deed and in his said capacity as attorney in fact for Diana Sue Bartley.

*[Signature]*  
Notary Public/Attorney at Law

LESLEY J. WENTWORTH  
Notary Public, Maine  
My Commission Expires November 12, 2006

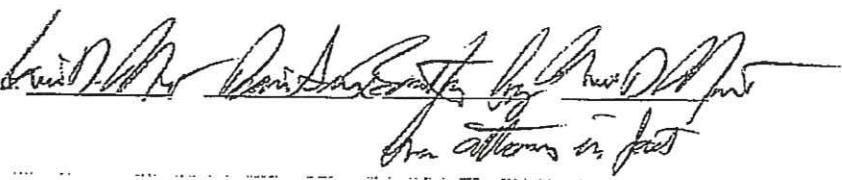
**EXHIBIT A**  
**(DEED)**

A certain lot or parcel of land situated on the northeasterly side of High Street in Portland, with the buildings thereon, and bounded and described as follows, to wit:

Commencing at the northwesterly corner of land now or formerly belonging to the Estate of J.B. Libby; thence northeasterly on the line of said Libby land eighty (80) feet, more or less, to land now or formerly of James Bradley Estates; thence northerly on the line of said Bradley Estate fifty three (53) feet to land formerly of Nicholas A. Jacobs, deceased; thence westerly on said Jacobs' land eighty (80) feet, more or less, to said High Street; thence southerly on the line of said High Street fifty three (53) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises described in a deed to Diana S. Nutting, now known as Diana Sue Bartley, and William D. Nutting dated August 31, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10995, Page 31.

Received  
Recorded Register of Deeds  
Sep 15 2006 03:24:07P  
Cumberland County  
John B O'Brien

Reviewed and Approved:  *on attornas in fact*

26143/287

40-C-22  
101 York St.

QUITCLAIM DEED with COVENANT  
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **ALLIANCE ENERGY LLC**, a Massachusetts limited liability company, formerly being a Massachusetts corporation known as **Alliance Energy Corp.**, with a principal place of business in Lexington, Massachusetts, for consideration paid, GRANTS to **HARBORVIEW, LLC**, a Maine limited liability company of Portland, Maine, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, with QUITCLAIM COVENANT, the real estate in the City of Portland, County of Cumberland, and State of Maine, described as follows:

See Schedule A attached hereto.

Being the same premises described in a certain deed from Snow Flake Canning Company and Downeast Energy Corp. to Alliance Energy Corp. dated December 1, 2001, and recorded in the Cumberland County Registry of Deeds in Book 17040, Page 159.

Reference is made to Articles of Entity Conversion filed with the Massachusetts Secretary of the Commonwealth on May 14, 2008.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and sealed on June 18, 2008.

MAINE REAL ESTATE TAX PAID

**ALLIANCE ENERGY LLC**

By: [Signature]  
Andrew Slifka, its Manager


[Signature]  
Witness

Commonwealth of Massachusetts  
County of Middlesex, ss

On this 18<sup>th</sup> day of June 2008, before me, the undersigned notary public, personally appeared Andrew Slifka, proved to me through satisfactory evidence of identification, which was personal knowledge of the identification of Andrew Slifka, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as President of Alliance Energy LLC

SEAL

[Signature]  
Notary Public  
My commission expires

 MARY ELLEN WALSH  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 18, 2011

40-C-22  
601 York st.

Schedule A

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

Beginning at the point of intersection of the northeasterly sideline of High Street and the northwesterly sideline of York Street;

Thence North 37° 45' 00" West along the northeasterly sideline of High Street 96.58 feet to the most southerly corner of land now or formerly of the Estate of Kathryn P. Conroy;

Thence North 53° 00' 00" East along said Conroy land 84.41 feet to the easterly corner thereof;

Thence North 33° 01' 00" West along said Conroy land and land now or formerly of Irving L. Shaw and Helen J. Shaw 66.76 feet to the most southerly corner of land now or formerly of Steven Lee Cawley;

Thence North 49° 50' 00" East along said Cawley land and land now or formerly of Beth Gideon 90.55 feet to a point;

Thence North 57° 26' 00" East along land now or formerly of J.B. Brown 29.01 feet to a point on the southwesterly boundary of land now or formerly of Anthony P. Mezoian and Ann Lee Mezoian;

Thence South 33° 33' 00" East along said Mezoian land 91.34 feet to a point on the northwesterly sideline of York Street;

Thence South 25° 47' 30" West along said sideline of York Street 75.15 feet to a point;

Thence South 31° 12' 00" West along said sideline of York Street 90.07 feet to a point;

Thence South 45° 16' 00" West along said sideline of York Street 51.63 feet to the point of beginning. Containing 21,836 square feet, more or less.

Bearings are magnetic based upon the year 1960. Reference is made to a survey entitled "ALTA/ACSM Land Title Survey on High St and York St, Portland, Maine made for Alliance Energy Corp." prepared by Owen Haskell, Inc. dated October 30, 2001.

Received  
Recorded Register of Deeds  
Jun 19, 2008 02:01:10P  
Cumberland County  
Paola E. Lovley

**WHEN RECORDED RETURN TO:**

**VERRILL DANA, LLP**  
One Portland Square  
Portland, ME 04112-0586  
Attention: David L. Galgay, Jr.

**QUITCLAIM DEED WITHOUT COVENANT**  
(Release Deed)

**101 YORK STREET, LLC**, a Maine limited liability company, of Portland, Maine ("Grantor"), for consideration paid, hereby RELEASES to **J.B. BROWN & SONS**, a Maine corporation, with a mailing address of P.O. Box 207, Portland, Maine 04112-0207 ("Grantee") certain real property, together with any improvements thereon, located in the City of Portland, Cumberland County, Maine and more particularly described as follows:

A certain parcel of land situated on the westerly side of York Street in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at a point on the southerly side of the land now or formerly of 75 York Street LLC (see Book 18821, Page 252), which point is located N 52° 36' 06" W a distance of 35.54 feet as measured along said land from the southernmost corner of said land on the westerly sideline of York Street;

Thence, S 37° 27' 18" W by the remaining land of 101 York Street, LLC and in part by the edge of the building on said land 79.78 feet;

Thence, S 44° 19' 52" E by the remaining land of 101 York Street, LLC and by the edge of the building on said land 0.32 feet;

Thence, S 09° 04' 06" W by the remaining land of 101 York Street, LLC and by the edge of the building on said land 60.85 feet;

Thence, S 37° 20' 01" W by the remaining land of 101 York Street, LLC 55.96 feet to the land now or formerly of J.B. Brown & Sons known as 27 High Street;

Thence, N 54° 21' 58" W by said land now or formerly of J.B. Brown & Sons 16.79 feet;

Thence, S 35° 38' 02" W by said land now or formerly of J.B. Brown & Sons

13.20 feet to the land now or formerly of Berno Tavicz Properties, LLC (Book 23547, Page 90);

Thence, N 49° 37' 58" W by said land now or formerly of Berno Tavicz Properties, LLC 10.77 feet;

Thence, N 53° 32' 38" W by said land now or formerly of Berno Tavicz Properties, LLC and by the land now or formerly of John F., Jr. and Linda M. Mixon (Book 28627, Page 8) and by the land now or formerly of Linda and Darrin Sacre (Book 16235, Page 317) and across the end of High Street Court 175.34 feet to the land now or formerly of West Company (Book 12982, Page 109);

Thence, N 32° 51' 02" E by said land now or formerly of West Company 74.58 feet;

Thence, N 50° 00' 47" W by said land 23.68 feet to the land of J.B. Brown & Sons;

Thence, the following courses by the land of J.B. Brown & Sons:

N 38° 24' 01" E a distance of 130.70 feet;

S 52° 36' 06" E a distance of 43.77 feet;

N 47° 15' 37" E a distance of 6.88 feet to the land now or formerly of 75 York Street LLC;

Thence, S 47° 45' 29" E by said land now or formerly of 75 York Street LLC 88.73 feet;

Thence, S 52° 36' 06" E by said land now or formerly of 75 York Street LLC 67.18 feet to the point of beginning.

BEING a portion of the premises conveyed to 101 York Street, LLC by J.B. Brown & Sons by deed dated April 27, 2016 and recorded in the Cumberland County Registry of Deeds in Book 33066, Page 241.

The above described premises are conveyed TOGETHER WITH the right and easement to access, maintain and repair the underground common foundation structure situated along and near the common boundary between the Grantor's property and the premises hereby conveyed supporting both the northwesterly side of the building located on the Grantor's property and the southeasterly side of the parking structure located on the property hereby conveyed (the "Common Foundation Easement"). The foregoing Common Foundation Easement is given subject to the following limitations:

(a) Each party will give proper written notice to the other party of its intent to work within the Common Foundation Easement, which notice shall include the nature of the intended work and the estimated length of time the intended work will take;

(b) The work on of the Common Foundation Easement shall (except in the event of an emergency) be restricted to weekdays during the hours of 8:00 a.m. to 5:00 p.m. with no work on weekend days or holidays;

(c) All work done on, or other use made of the Common Foundation Easement, shall be in accordance with all federal, state and local laws, with all applicable permits and approvals having been obtained by the party doing the work on the Common Foundation Easement in advance of any such work;

(d) All work done on, or other use made of the Common Foundation Easement, shall be by competent licensed and bonded professionals;

(e) All work done, or other use made of the Common Foundation Easement, shall be in a safe manner and in such a manner as not to pose a health or safety risk to Grantee and Grantor, and their respective invitees, licensees, guests and the like;

(f) Any and all destruction of or disturbance of the other party's property shall be replaced or restored to its original condition at the sole cost of the party conducting the work on the Common Foundation Easement;

(g) The party conducting the work on the Common Foundation Easement will be liable for all damages or other liabilities or claims resulting from the use of the Common Foundation Easement by such party or its agents, licensees, invitees or employees, and in furtherance, but not in limitation, thereof, the party conducting the work agrees to indemnify and hold harmless the other party for any liability, claim, damage, loss or cost, including reasonable attorneys' fees, arising out of the exercise of such party's work on the Common Foundation Easement;

(h) Any materials used or debris generated by the party conducting the work on the Common Foundation Easement, or such party's agents, licensees, invitees or employees will be cleaned and removed no less frequently than daily, except for any staging or similarly constructed apparatus used in the proper exercise of such party's right under the Common Foundation Easement, provided that any staging or related structure is removed after such party's work (which was noticed to the other party as described in paragraph (a) above) is completed;



(i) For so long as there are buildings or structures on both sides of the common boundary between the Grantor's and Grantee's parcels being supported by the underground common foundation structure, each time that any maintenance, repair or rebuilding is necessary to maintain the commonly used portion of the underground common foundation structure in good repair and condition, or to restore the commonly used portion of the underground common foundation structure following any damage or destruction by fire or other casualty, the cost and expense of such maintenance, repair, rebuilding and restoration shall be divided equally between the two owners of the abutting parcels. In the event, however, that any uninsured damage occurs which is due to the negligence or intentional acts of only one of the two owners or such owner's agent, such negligent or liable party shall be responsible for all such costs and expenses resulting from or attributable to such conduct.

(j) The Common Foundation Easement and the rights and obligations set forth in this Deed shall be preserved and maintained so long as either party desires to maintain the building or structure supported by the said underground common foundation structures.

(k) In the event that either party elects to demolish its building or parking garage structure, such demolition shall not disturb the underground common foundation structure and the party undertaking the same shall be responsible for leaving the said underground common foundation structure supporting the other party's building or structure.

ALSO, the above-described premises are conveyed together with, and subject to, the following certain non-exclusive rights and easements, in common with the Grantor, its successors and assigns:

(1) a pedestrian access to and from the lower level of the parking garage situated on the property hereby conveyed to the first floor of the condominium building located on the abutting Grantor's property, including the storage room and the mechanical room therein, as depicted as easement 8D on that certain Amended Subdivision Plat dated May 11, 2017, and recorded in said Registry of Deeds in Plan Book \_\_\_\_\_, Pages \_\_\_\_ and \_\_\_\_ (the "Plat");

(2) vehicular and pedestrian access, utilities services (as defined in 33 MRSA Section 458), and stormwater drainage to and from York Street through the access way on the northerly side of the condominium building (as depicted on the Plat as 8F and 8G easements), in common with the Grantor, its successors and assigns, to the premises hereby conveyed, for purposes of ingress and egress to and from the lower level of the parking garage situated thereon, including the right, at Grantee's sole expense, to install access gates to and from the parking area, electronic ticket control equipment, cameras and security fencing that limits public access (vehicle and pedestrian) to the Grantee's parking garage. Grantee, its successors and assigns,

shall have the sole liability and obligation to maintain the foregoing access easement, including, without limitation, snow-plowing, ice removal, sanding and liability insurance. Grantee, its successors and assigns, agrees to indemnify and hold Grantor, its successors and assigns, harmless from and against any and all liability, loss, cost, damage or expense, including court costs or fees related to litigation or alternative dispute resolution and attorneys' fees, incurred by Grantor, and its successors and assigns, as a result of or in connection with the use of the aforesaid access easement on Grantor's property by Grantee or Grantee's employees, agents, or contractors, except to the extent attributable to the misconduct or gross negligence of Grantor or its employees, agents or contractors. Said easement shall run with the land and be for the benefit of the Grantee, its successors and assigns, their tenants, agents, and business invitees, in common with the Grantor, its successors and assigns.

(3) Grantor and Grantee, and their respective successors and assigns, each to the other hereby grants the limited right and easement to enter onto the other owner's land and to erect temporary staging or scaffolding thereon in connection with any maintenance and repairs to the improvements on its own land (the "maintenance access easement"). Each owner, as applicable, shall be responsible for any damage caused to any portion of the other owner's land, the other owner's improvements thereon or the other owner's contents located on the such owner's land arising from its respective exercise of the maintenance access easement rights. Any materials used or debris generated by an owner, its agents, licensees, invitees or employees in the exercise of its rights under maintenance access easement will be cleaned and removed no less frequently than daily, except for any temporary staging or scaffolding or similarly constructed apparatus used in the proper exercise of such owner's rights under the maintenance access easement, provided that any such staging or related structure shall be removed after such owner's maintenance or repair is completed. Each owner agrees to give the other owner notice at least seventy-two (72) hours in advance of exercising the maintenance access easement, except in emergencies. All work done in the exercise of the maintenance access easement, shall be in accordance with all federal, state and local laws, with all applicable permits and approvals having been obtained by the owner doing the work in advance of any such work. All work done in connection with the maintenance access easement, shall be by competent licensed and bondable professionals, provided however, that minor tasks such as cleaning need not be performed by bonded professionals. All work done in connection with the maintenance access easement, shall be in a safe manner and in such a manner as not to pose a health or safety risk to the owners, and their respective invitees, licensees, guests and the like, or to the public. All work done in connection with the maintenance access easement, shall be done with minimal interference with the business of the burdened owner and its respective invitees, licensees, guests, customers, clients and the like. Any and all destruction of, damage to, or disturbance of the other owner's property shall be repaired, replaced or restored to its original condition at the sole cost of the owner accessing the other owner's land under the maintenance access easement. The burdened owner shall not be liable to the owner exercising its rights under the maintenance access easement for any cost or expense relating to or arising from the maintenance access easement or its use. Each owner agrees to indemnify and hold harmless the other owner for any liability, claim, damage, loss or cost, including reasonable attorneys' fees, arising out of the exercise of

such owner's rights applicable to this maintenance access easement.

The premises hereinabove conveyed are ALSO SUBJECT TO that non-exclusive perpetual right, privilege and easement for the benefit of the Grantor and the Grantee and each of Grantor's and Grantee's successors and assigns, for the purpose of a common area plaza, patio, landscaping and fire lane/emergency vehicle access for ingress and egress to each party's property, said easement area is located on a portion of real property at and near 27 High Street in Portland, Maine, and conveyed to the Grantee by deed from Thomas L. McGinnis dated November 15, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31169, Page 134; and being the easement area more particularly depicted on the Plat as the 1 and 8K easements (the "27 High Street Easement"). The 27 High Street Easement shall also be for the installation and maintenance of utilities, including "utilities services" as defined in 33 MRSA Section 458. Neither Grantor nor Grantee, and their respective successors or assigns, shall have the right to construct any structures or park any vehicles or otherwise obstruct the fire lane access for emergency vehicles and emergency personnel within the 27 High Street Easement. Grantor, its successors or assigns, hereby agrees that it shall be solely responsible for all costs, expenses, maintenance, repairs, landscaping, insurance and other obligations associated with the 27 High Street Easement.

FURTHER, the premises hereinabove conveyed are ALSO SUBJECT TO and BENEFITED BY any and all rights, easements, privileges and appurtenances belonging to or benefiting both the Grantor's land (i.e., "New Lot A" as shown on the Plat) and the real property conveyed to Grantee hereby, as applicable, together with the easements, rights, benefits and terms thereof as set forth in (i) that certain Mutual Maintenance Easement Agreement between the Grantee and 75 York Street LLC dated April 22, 2016 and recorded in said Registry of Deeds in Book 33066, Page 91, (ii) that certain Temporary Construction Easement Agreement between the Grantee and 75 York Street LLC dated April 25, 2016 and recorded in said Registry of Deeds in Book 33066, Page 83. The Grantor herein reserves to itself, its successors and assigns, such rights, easements, privileges and appurtenances acquired by each of the foregoing instruments applicable to the remaining land of Grantor, as applicable (i.e., "New Lot A" as shown on the Plat), and (iii) that certain Stormwater Drainage System Maintenance Agreement dated May 16, 2017 and recorded in said Registry of Deeds in Book 33102, Page 305.

This conveyance is ALSO SUBJECT TO the following restriction for the benefit of the Grantor's land and the Grantee's land hereby conveyed, to wit: that from the date of delivery of this deed, neither Grantor nor Grantee, and their respective successors and assigns, shall have the right to construct any new structures or park any vehicles or otherwise obstruct the surface area depicted as the easement area more particularly depicted as the "dotted" legend area labeled "20' Wide Easement & Restriction Area" on Exhibit B attached hereto and as shown on the Plan (the "No Build Area"). The Grantor shall also be solely responsible for maintaining the landscaping located on the 20' Wide Easement & Restriction Area and on the land hereby conveyed and depicted as Easement 8C.

The easement rights, obligations and restrictions created hereby shall be rights, obligations and restrictions running with the land and shall be binding upon and inure to the benefit of the owner of premises hereby conveyed and the Grantor, and their respective successors and assigns.

NOTICE: A PORTION OF THE INTEREST CONVEYED HEREBY LOCATED ON THE SOUTHERLY SIDE NEAR THE INTERSECTION OF YORK AND HIGH STREET (AND APPLICABLE SOLELY TO THE GROUND FLOOR OF THE BUILDING THEREON) IS SUBJECT TO AN AMENDED AND RESTATED DECLARATION OF ENVIRONMENTAL COVENANT DATED FEBRUARY 15, 2017, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON MARCH 6, 2017 IN BOOK 33864, PAGE 63, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF MAINE.

BEING a portion of the premises conveyed to 101 York Street, LLC by J.B. Brown & Sons by deed dated April 27, 2016 and recorded in the Cumberland County Registry of Deeds in Book 33066, Page 241.

*[Signature Page Follows]*

IN WITNESS WHEREOF, 101 York Street, LLC has caused this instrument to be executed by J.B. Brown & Sons, its Managing Member, thereunto duly authorized, this \_\_\_\_ day of June, 2017.

101 YORK STREET, LLC  
By: J.B. Brown & Sons,  
its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its President

STATE OF MAINE  
COUNTY OF CUMBERLAND

June \_\_, 2017

Then personally appeared before me the above-named Vincent P. Veroneau, President of J. B Brown & Sons, the Managing Member of 101 York Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of 101 York Street, LLC.

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

## PARKING AGREEMENT

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 by and between J.B. BROWN & SONS, a Maine corporation with a mailing address of P.O. Box 207, Portland, Maine 04112-0207, or assigns (hereinafter referred to as the "JBB") and 101 YORK STREET, LLC, a Maine limited liability company having a mailing address of P.O. Box 207, Portland, Maine 04112-0207 (hereinafter referred to as the "Developer").

### WITNESSETH:

WHEREAS, the Developer has constructed a mixed-use condominium located on the westerly side of York Street, at the intersection of York Street and High Street, in Portland, Maine, known as the "High & York Condominium" (the "Condominium"); and

WHEREAS, the Condominium has sixty-four (64) Units consisting of: (i) One (1) Retail Unit that may be subdivided into up to six (6) retail units (the "Retail Unit"), and (ii) sixty-three (63) residential dwelling units (hereinafter, the "Residential Units")

WHEREAS, JBB owns the adjacent two-level parking structure on the northwesterly side of the Condominium (the "Parking Garage").

WHEREAS, pursuant to the local land use approvals under site review and subdivision the Developer requires one hundred twenty-two (122) off-street parking spaces for the Condominium ("City Parking Requirements"); and,

WHEREAS, because there is no available site on the Condominium property for off-street parking and the Parking Garage property has a common boundary with the Condominium, JBB has agreed, on the terms hereinafter set forth, to provide the Developer, its successors and assigns, with the opportunity to meet its City Parking Requirements; and

WHEREAS, the Developer wishes to receive the assurance from JBB that JBB has available, sufficient off-street parking spaces to meet the Developer's City Parking Requirements.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. JBB agrees to maintain a minimum of one hundred twenty-two (122) parking spaces within the Parking Garage to be leased to Condominium unit owners as follows (the "Lease Spaces"):

- (a) as to the Residential Units, each residential Unit, as appurtenant to and for the benefit of a residential Unit, said unit shall have the right to lease one (1) non-exclusive parking space in the Parking Garage from JBB at the then current market rate for monthly parking; and

- (b) as to the Retail Unit, as appurtenant to and for the benefit of the said Retail Unit, said unit shall have the right to lease fifty-nine (59) non-exclusive parking spaces in the Parking Garage from JBB at the then current market rate for monthly parking.

2. In no event shall JBB be obligated to provide more than one hundred twenty-two (122) Lease Spaces to the Condominium unit owners.

3. Each unit owner that desires to lease a parking space in the Parking Garage from JBB shall enter into a monthly parking agreement directly with JBB.

4. Notwithstanding the foregoing, Developer acknowledges that JBB will be performing major construction on the northerly area of the upper level of the Parking Garage in the near future, and during such construction Developer acknowledges that JBB may arrange for some or all of the Lease Spaces to be temporarily located within an area no more than four (4) blocks from the Condominium.

5. The lease payments for the Lease Spaces shall be paid directly by the applicable unit owner to JBB, or its designee, during the term of each unit owner's parking lease. The parking spaces in the Parking Garage are not designated spaces or exclusive to the Condominium but are used in common with other parking space lessees. The use of the Parking Garage is also subject to such reasonable rules and regulations as JBB may from time to time promulgate which may include, but not limited to, safety, security, vehicle size, vehicle height and traffic control.

6. The term of this Agreement shall be for a period of twenty (20) years, commencing on the date on which the first occupant of the Condominium moves in (retail or residential) and ending on the twentieth (20<sup>th</sup>) anniversary of said date. Developer (or the Condominium owner's association as successor to the Developer) shall have the right, to be exercised by written notice to JBB, given no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the expiration of the then-current term, to extend the term of this Agreement for up to three (3) additional periods of five (5) years each upon the conditions set forth in this Agreement (each five (5) year period requires separate notice of extension as aforesaid). Notwithstanding that the Developer (or the Condominium owner's association as successor to the Developer) shall have failed at any time to have given written notice to JBB at least sixty (60) days prior to the expiration of the applicable term, the Developer's right to extend the term of this Agreement shall nevertheless continue until fifteen (15) days after JBB shall have given the Developer (or the Condominium owner's association as successor to the Developer) written notice of its failure to so extend. It is further agreed by the undersigned parties that in the event the local land use laws reduce the number of off-street parking spaces necessary to meet the City Parking Requirements, then upon no fewer than one hundred twenty (120) days prior written notice to the Developer (or the Condominium owner's association as successor to the Developer), JBB may reduce the number of Lease Spaces to the then City Parking Requirements.

7. JBB shall maintain the Parking Garage in good condition and to commercially reasonable standards for similar parking facilities.

8. JBB reserves the right at any time to make alterations to the Parking Garage; provided, however, except as otherwise set forth in Section 4 above, the availability of parking spaces in the Parking Garage to meet the Condominium's City Parking Requirements shall not be reduced.

9. If any term or provision in this Agreement is invalid or contrary to law, the remaining terms of the Agreement shall remain in full force and effect and shall be enforced to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Maine.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Developer shall have the unconditional right to assign this Agreement to any successor owner of the Condominium.

11. JBB agrees to execute a Memorandum of this Agreement which the Developer may record in the Cumberland County Registry of Deeds. The date set forth in the Memorandum of Agreement is for recording purposes only and bears no reference to commencement of either the term or rent payments.

IN WITNESS WHEREOF, JBB and Developer have executed this Parking Agreement as of the day and year first above written.

J.B. BROWN & SONS

\_\_\_\_\_

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its President

101 YORK STREET, LLC

By: J.B. Brown & Sons,  
its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its President



DRAFT (05-01-2017)

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DECLARATION OF CONDOMINIUM  
FOR THE  
YORK & HIGH CONDOMINIUM  
PORTLAND, CUMBERLAND COUNTY, MAINE

DECLARANT:  
101 YORK STREET, LLC

**DECLARATION OF CONDOMINIUM  
FOR THE  
YORK & HIGH CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by 101 YORK STREET, LLC, a Maine limited liability company, with a business address of 10 Free Street, Suite 100, Portland, Maine 04112-0207 (the "Declarant"), for itself, its successors and assigns.

**BACKGROUND**

Declarant is the owner of that certain real property consisting of a parcel of land situated at or near 25 High Street and 101 York Street in Portland, Cumberland County, Maine, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"). Declarant intends to develop the Real Estate as shown on the Plats and Plans (as hereinafter defined) as a mixed-use condominium to be known as the "York & High Condominium". Declarant is recording this Declaration to create a condominium with respect to the Real Estate and the improvements constructed and to be constructed thereon pursuant to the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.* (the "Act"), subject to all the terms and conditions hereof.

**WITNESSETH:**

NOW, THEREFORE, the Declarant hereby declares and covenants, for itself and its successors and assigns, that the Real Estate and all buildings and improvements now or hereafter constructed thereon are and shall be held, transferred, sold, conveyed, divided, subdivided, used, occupied, improved, and encumbered under and subject to the covenants, restrictions, charges, liabilities, liens, easements and conditions set forth in this Declaration, all of which shall run with the Real Estate and each of the Units (as hereinafter defined), and all buildings and other improvements now or hereafter constructed thereon, as follows:

**ARTICLE I - DEFINITIONS; CONSTRUCTION AND INTERPRETATION**

1.01 Act Definitions and Section References. Capitalized terms used herein that are defined in the Act shall have the meanings ascribed to them in the Act. Terms that are defined in the Act and that are also defined herein shall have the general meanings ascribed to them in the Act and, in addition, the specific meanings ascribed to them in this Declaration.

1.02 Defined Terms. Supplementing the terms defined in the Act and elsewhere in this Declaration, the following terms, when used herein, shall have the meanings ascribed to them in this Section 1.02:

"Act" - the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.*, as amended from time to time, or any successor statute governing condominiums in the State of Maine.

"Assessments" - amounts levied or assessed by the Association against the Units from time to time, pursuant to this Declaration and the Act, including (without limitation) Assessments for General Common Expenses, Limited Common Expenses (to the extent provided herein), Special Assessments and amounts assessed as a special allocation of Common Expenses pursuant to the Act. The term "Assessments" also includes amounts levied and assessed as fines, late charges, collection costs and attorneys' fees pursuant to any of the Condominium Documents.

"Association" - the "York & High Condominium Association", which shall be a Maine non-profit corporation and shall be organized on or before the date the first Unit is transferred to a Unit Owner other than Declarant.

"Board" or "Executive Board" - the Executive Board of the Association to be elected by the Unit Owners pursuant to Article 3 of the Act, this Declaration and the Bylaws.

"Building" - the building to be built on the Real Estate that will contain the Units, as well as certain Common Elements.

"Bylaws" - the Bylaws of the Association as amended from time to time. The Bylaws shall bind the Association and all Unit Owners whether or not they are recorded.

"Common Elements" - the Common Elements of the Condominium, as defined in the Act, this Declaration and on the Plats and Plans.

"Common Expense Liability" - the liability appurtenant to each Unit to pay the share of the Common Expenses and Assessments that is allocated to such Unit under this Declaration and the Act.

"Common Expenses" - either General Common Expenses (including Residential Unit Common Expenses and Retail Unit Common Expenses) or Limited Common Expenses, as applicable under the circumstances.

"Condominium" - the condominium created hereby, known as the "York & High Condominium".

"Condominium Documents" - this Declaration, the Plats and Plans, the Bylaws, and the Regulations (each as the same may be amended from time to time) or whichever of them apply to a particular circumstance, as the context requires.

“Declarant” - the Declarant originally named herein and any successor to Special Declarant Rights (as hereinafter defined).

“Declarant Control Period” - the period of time beginning on the date the first Unit is conveyed to a Unit Owner other than the Declarant and ending on the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant; or (ii) such shorter period of time as Declarant may elect in accordance with Section 1603-103 of the Act, but in no event exceeding five (5) years from the date the first Unit is conveyed to a Unit Owner other than the Declarant.

“Declaration” - this Declaration together with the Plats and Plans, as amended from time to time. The Plats and Plans are a part of this Declaration, and any reference to this Declaration shall be deemed to include reference to any applicable part of the Plats and Plans, as they may be amended from time to time. Words such as “herein”, “hereof” and “hereto” refer to this Declaration in its entirety unless the context otherwise clearly requires.

“Director” - a member of the Executive Board.

“Eligible Mortgage Holder” – an “eligible mortgage holder” as defined in Section 1602-119 (b)(7) of the Act.

“Executive Board” or “Board” - the Executive Board of the Association to be elected by the Unit Owners pursuant to Article 3 of the Act, this Declaration and the Bylaws.

“General Common Expenses” - the actual and estimated expenses incurred from time to time for the general benefit of the Association and all Unit Owners, including but not limited to (i) general overhead, administrative and operating expenses of the Association including common utility expenses, if any, (ii) taxes or other governmental charges levied or assessed against the Association or its property under any federal, state, local or municipal tax law, regulation or ordinance, (iii) premiums for insurance and bonds carried by the Association, (iv) the costs of maintaining, managing, insuring and repairing the Common Elements, including the Limited Common Elements, and making any necessary replacements thereto or thereof (except to the extent this Declaration specifies that such costs are the responsibility of one or more of the Unit Owners), (v) amounts set aside or budgeted to be set aside as operating and capital reserves, (vi) expenses of prosecuting or defending any litigation or other proceedings by, against or affecting the Association, the Unit Owners, the Real Estate or any of the Units which the Association may bring, defend or otherwise participate in pursuant to this Declaration, including (without limitation) the expenses of enforcing or attempting to enforce the Condominium Documents, (vii) the fees or other compensation payable to any manager or management company that may be engaged by the Association to assist the Association in managing, operating or administering the Association or the

Common Elements, (viii) the compensation, benefits and other expense of employees of the Association, and (ix) all other expenses and liabilities incurred or that may be incurred by the Association in carrying out or performing its rights, duties and functions, other than those expenses (if any) associated with the maintenance, repair or replacement of Limited Common Elements that are required to be separately accounted for and charged as Limited Common Expenses pursuant to this Declaration.

“HVAC Systems” – the heating, ventilating, air-conditioning systems and the external mechanical equipment for the heating, ventilating and air-conditioning systems.

“Limited Common Element” - a part of the Common Elements that is allocated for the exclusive use or benefit of one or more, but fewer than all, of the Units, pursuant to the Act or this Declaration.

“Limited Common Expenses” - the expenses of maintaining, repairing, insuring and/or replacing any Limited Common Element, to the extent this Declaration specifies that such expenses will be segregated from General Common Expenses and charged as Limited Common Expenses.

“Member”- a Unit Owner in his, her or its capacity as a member of the Association.

“Owner” - the owner(s) of a Unit (including the Declarant with respect to Units that it owns) other than a Person holding such title solely as security for an obligation.

“Percentage Interest” - the undivided percentage interest in Common Elements appurtenant to each Unit, as shown on Exhibit “D” attached hereto and made a part hereof. A Unit’s Percentage Interest is the same as the percentage of Common Expense Liability allocated to that Unit. The Percentage Interest for each Unit is calculated based on the following formula: a ratio of the percentage of the approximate gross floor area square footage of one Unit compared to the approximate gross floor area square footage of all Units (i.e., a 1,000 square foot Unit out of a total of 100,000 square feet of units equals a 1% Percentage Interest allocated to that Unit). If any Unit should be added to or withdrawn from the Condominium, then the Percentage Interest of each Unit shall be recalculated based on the foregoing formula. Additionally, the Percentage Interests shown on Exhibit “D” may be revised by the Declarant subsequent to construction based upon as-built measurements, provided that in the absence of manifest error in such revisions and/or measurements, no Unit Owner shall have the right to compel or require as-built measurements and all such determinations of Percentage Interest by the Declarant shall be conclusive upon all Unit Owners. Further as for certain Common Elements applicable solely to the Retail Unit(s), the “Percentage Interest” is as shown on Exhibit “D-1” attached hereto and made a part hereof; and as for certain Common Elements applicable solely to the residential

dwelling Units, the "Percentage Interest" is as shown on Exhibit "D-2" attached hereto and made a part hereof.

"Person" - a natural person, corporation, limited liability company, partnership, trust or any other legal entity, existing by statute, contract or common law.

"Plats and Plans" - the site plans depicting the Condominium and the development of the Real Estate, and the buildings and improvements constructed or proposed to be constructed thereon pursuant to Section 1602-109 of the Act, attached hereto as, or identified on, Exhibit "C" attached hereto and made a part hereof, as they may be amended from time to time.

"Real Estate" - the land described on Exhibit "A" attached hereto and made a part hereof and on the Plats, together with all improvements now or hereafter constructed thereon, and all easements, rights and privileges appurtenant thereto, except for any such easements, rights and privileges appurtenant thereto as may be specifically excluded therefrom in said Exhibit A.

"Regulations" - the rules, regulations and policies adopted by the Executive Board from time to time regulating the Unit Owners' use and enjoyment of the Common Elements and the Units.

"Residential Unit Common Expenses" - the actual and estimated General Common Expenses incurred from time to time for the sole benefit of the residential dwelling Units.

"Residential Unit Common Expense Liability" - the liability appurtenant to each residential dwelling Unit to pay the share of the Residential Unit Common Expenses and Assessments that are allocated to such Units under this Declaration.

"Retail Unit Common Expenses" - the actual and estimated General Common Expenses incurred from time to time for the sole benefit of the Retail Unit(s).

"Retail Unit Common Expense Liability" - the liability appurtenant to the Retail Unit(s) to pay the share of the Retail Unit Common Expenses and Assessments that are allocated to such Unit(s) under this Declaration.

"Special Assessment" - an Assessment levied by the Executive Board, in excess of the regular Common Expense Assessment, against some or all of the Units for any purpose permitted by this Declaration, including without limitation (i) an Assessment to pay the costs of unanticipated repairs to or replacement of any Common Elements, and (ii) an assessment levied against one or more (but less than all) Units to recover the costs of repairing damages to the Common Elements caused by the resident(s) or occupants of such Units.

“Special Declarant Rights” - has the meaning given to such term in the Act and includes, without limitation, any rights reserved by Declarant hereunder to (i) complete the improvements shown on the Plats and Plans, (ii) maintain offices, signs and models, (iii) use easements through the Common Elements for the purpose of making improvements within the Real Estate, (iv) convert a Unit into Common Elements, or into two (2) or more Units and Common Elements, or change the boundary lines between Units and/or between Units and Common Elements, and (v) to appoint or remove any officer of the Association or any Executive Board Member during the Declarant Control Period, and (vi) exercise any other rights of the Declarant constituting “Special Declarant Rights” under the Act, whether or not expressly designated as such in this Declaration.

“Stormwater Management Plan” - the Stormwater Management and Stormwater Pollution Prevention Plans dated \_\_\_\_\_, updated \_\_\_\_\_ and the plans associated therewith approved by the City of Portland, and when amended or supplemented, the Stormwater Management Plan, as amended or supplemented.

“Supplemental Declaration” - a supplement or amendment to this Declaration recorded pursuant to the Act and Article X of this Declaration by the Declarant for the purpose of exercising the Declarant’s right to subdivide Units owned by the Declarant, or for any other purpose in order for the Declarant to exercise any of the rights described in Section 1601-103(25), Section 1602-105(a)(7) and (8), Section 1602-109(f), Section 1602-110, Section 1602-108 and Section 1602-113 of the Act, to the extent such rights have been reserved hereby.

“Unit” - a physical portion of the Condominium designated for separate ownership or occupancy, as described on the Plats and Plans, together with the Unit’s appurtenant Percentage Interest in Common Elements, Limited Common Elements, voting rights and Common Expense Liability.

“Unit Owner” - the owner(s) of a Unit (including the Declarant with respect to Units that it owns) other than a Person holding such title solely as security for an obligation.

1.03 Number and Gender. Wherever any provision of this Declaration refers to the singular, it shall be deemed to include the plural whenever necessary or appropriate to give effect to such provision; and the use of any gender includes any other gender.

1.04 Construction. If there is a conflict or inconsistency between this Declaration and the Bylaws, this Declaration shall control (unless contrary to the Act). If there is a conflict or inconsistency between the Declaration or the Bylaws, on the one hand, and the Regulations, on the other hand, the Declaration or the Bylaws, as applicable, shall control (unless contrary to the Act). If there is any conflict between the

Condominium Documents and the Act, the Condominium Documents shall control to the maximum extent allowed by law.

1.05 Computing Percentages. In determining whether the Declarant Control Period has expired, and in determining whether Unit Owners other than a Declarant are entitled to elect members of the Executive Board under any provision of the Condominium Documents, the percentage of the Units owned by the Declarant shall be calculated based on the number of Units owned by the Declarant and the number of Units the Declarant has built or reserved the right to build.

ARTICLE II - SUBMISSION OF REAL ESTATE  
TO ACT; UNIT BOUNDARIES; APPLICABILITY OF DECLARATION

2.01 Name and Location of Condominium. The Condominium shall be known as the "York & High Condominium". The Condominium is located at the intersection of York Street and High Street in Portland, Cumberland County, Maine. The Condominium consists of the Real Estate, together with the improvements constructed and to be constructed thereon, subject to the Act and the terms and conditions of this Declaration.

2.02 Submission to Act; Applicability of Condominium Documents. The Declarant hereby creates a condominium with respect to the Real Estate pursuant to the Act, subject to this Declaration. All present and future Unit Owners, and their respective tenants, subtenants, family members, invitees, agents, servants, employees and any other Persons occupying or using any Unit or the Common Elements, shall be bound by the Condominium Documents. Any mortgage or other lien encumbering a Unit that is recorded after the recording of this Declaration shall be under and subject to this Declaration.

All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Act, this Declaration, the Bylaws, and the Regulations, as these instruments and statutes may be amended and/or restated from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments as they may from time to time be amended and/or restated. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.

2.03 Easements, Etc. The Condominium is on the date hereof subject to and benefitted by those recorded easements and other matters of record identified on Exhibits "A" and/or "B" attached hereto and made a part hereof, and to those other easements, notes, conditions and restrictions as are set forth herein, on the Plats and Plans, and on the approved and recorded subdivision plan of the Real Estate.



### ARTICLE III - THE UNITS

3.01 Number of Units. The Condominium consists of sixty-four (64) Units comprising: (i) One (1) Retail Unit (that may be subdivided by the Owner of the Retail Unit as hereinafter set forth), and (ii) sixty-three (63) residential dwelling Units, which Retail Unit and residential dwelling Units are hereby created by the Declarant by the recordation of this Declaration, and depicted on the Plats and Plans.

3.02 Unit Boundaries. The boundaries of each Unit are shown on the Plats and Plans and generally consist of the space(s) within the following boundaries:

(a) Upper and Lower Horizontal Boundaries. The upper and lower boundaries of each Unit shall be the following, extended to an intersection with the lateral boundaries of such Unit:

(i) The upper boundary shall be the ceiling of the Unit (as further set forth in Section 1602-102(1) of the Act); and

(ii) The lower boundary shall be the floor of the Unit (as further set forth in Section 1602-102(1) of the Act).

(b) Lateral Boundaries. The lateral or vertical boundaries shall be (i) the perimeter walls of the Unit (as further set forth in Section 1602-102(1) of the Act), extended to intersections with each other, and with the upper and lower boundaries as described in Section 3.02(a) above, which do not separate the Unit from any other Unit, and (ii) the center line of party walls which separate the Unit from any other Unit(s), and (iii) the exterior surface of windows and doors that enclose such space and separate the interior space of the Unit from any adjoining Unit or Common Elements or any space outside of the Building, including such windows and doors, window and door frames and window and door hardware.

(c) Included Spaces. Each Unit shall include the items within the boundaries as described in Sections 1602-102(1) and (3) of the Act and shall have the benefit of the use of all Limited Common Elements described in Section 1602-102 of the Act, or designated on the Plats and Plans or herein as being allocated to such Unit.

### 3.03 Contents of Unit; Noncontiguous Parts of a Unit.

(a) Each Unit shall include all spaces and improvements lying within its boundaries described in Section 3.02 hereof and on the Plats and Plans, including (i) all walls, partitions and dividers wholly within such boundary lines (but excluding any wires, ducts, cables, conduits or other facilities contained within such walls or partitions that do not serve that Unit exclusively), (ii) all wall board, plaster board, paneling, wallpaper, paint, tile, carpeting, wood flooring and other materials

constituting the finished surfaces of walls, floors or ceilings, (iii) all plumbing and plumbing fixtures, kitchen equipment, exhaust fans, and all lighting fixtures, electrical outlets and receptacles and wiring systems that are located wholly within the Unit boundaries to the extent they serve only that Unit, as well as the heating and cooling systems that serve that Unit exclusively, and the grilles and registers covering air ducts, (iv) all doors and passages located wholly within the Unit boundaries or that form such boundaries, and all windows and window glass, frames, assemblies, handles, locks and hardware associated therewith. In addition, each Unit includes the following, even though located partly or entirely outside the boundaries of the Unit as described in Section 3.02 hereof: (1) any heat pump, heating/ventilation/air-conditioning ("HVAC") unit, hot water tank or similar appliance or equipment, and its accessory components, wiring, plumbing, ductwork and piping, that serve only that Unit, and (2) the spaces (and improvements and facilities within the spaces) containing electrical switches, elevator shafts, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, telephone, television, computer and electrical receptacles and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit whether or not such spaces are contiguous.

(b) Unless specifically included by other provisions hereof, the following are excluded from each Unit: (i) the spaces and improvements lying outside the Unit boundaries described in Section 3.02 hereof, (ii) all chutes, pipes, flues, ducts, wires, conduits, plumbing, electrical and other facilities running through, along or within any interior wall or partition, or otherwise within the space(s) defined by the boundaries described in Section 3.02, that serve other Units and/or the Common Elements, and (iii) any foundations, structural supports, structural columns or any other parts of systems, services or utilities serving multiple Units or other parts of the Real Estate.

3.04 Maintenance of Units. Each Unit Owner is solely responsible for the maintenance, repair or replacement of his, her or its Unit, the improvements within and components and equipment that are part of the Unit, and all contents thereof, whether real property, personal property or mixed including, but not limited to, all appliances, doors, windows, interior partitions and walls, HVAC Systems, hot water heater, heat pump, ducts, lighting fixtures, floor coverings, wall coverings, wall board and plumbing, kitchen and bathroom fixtures and appliances.

3.05 Identifying Numbers or Letters. The identifying numbers and/or letters of the Units are as shown on the Plats and Plans and on Exhibit "D", Exhibit "D-1" and Exhibit "D-2" attached hereto and made a part hereof.

3.06 Ownership Interest in Common Elements; Conveyance of Unit. In addition to owning his, her or its Unit, each Unit Owner shall also own that Unit's undivided Percentage Interest in Common Elements and the interest in Limited Common Elements allocated to such Unit. Except as otherwise provided by the Act, each Unit, together with its undivided interest in Common Elements and allocated Limited Common Elements, constitutes a separate parcel of real estate for all purposes.

Conveyance of a Unit automatically includes the Percentage Interest in Common Elements, voting rights, Common Expense Liability and the right to any Limited Common Elements allocated to that Unit hereunder. Neither membership in the Association nor the Percentage Interest in Common Elements and the Limited Common Elements allocated to a Unit may be conveyed, encumbered, assigned or otherwise transferred in any manner except by conveyance of the Unit to which such rights are appurtenant. Any other transfer or attempted transfer thereof by a Unit Owner is void.

### 3.07 Subdivision of the Units.

(a) The Retail Unit Owner(s) shall have the right, without the consent or approval of the Executive Board or the other Unit Owners, to subdivide the Retail Unit into a total of no more than six (6) Retail Units and associated Common Elements or Limited Common Elements. In the event of such subdivision, the Retail Unit Owner shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Retail Unit Owner shall allocate the Percentage Interest, Common Expense Liability, Limited Common Elements, voting rights (as set forth in Section 5.03(a) hereof) and right to designate a Director (as set forth in Section 5.04(b) hereof) allocable to the Retail Unit (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the Retail Unit before such subdivision; and provided that the voting rights and right to designate a Director appurtenant to the Units resulting from the subdivision is not more than the voting rights and right to designate a Director appurtenant to the Retail Unit before such subdivision). Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

(b) The Retail Unit Owner shall have the right, without the consent or approval of the Executive Board or the other Unit Owners, to subdivide the Retail Unit into two or more Units (up to the maximum number of Units set forth in paragraph (a) above) and associated Common Elements or Limited Common Elements. In the event of such subdivision, the Retail Unit Owner shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Retail Unit Owner shall allocate the Percentage Interest, Common Expense Liability, Limited Common Elements, voting rights (as set forth in Section 5.03(a) hereof) and right to designate a Director (as set forth in Section 5.04(b) hereof) allocable to the Retail Unit(s) (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the Retail Unit before such subdivision; and provided that the voting rights and right to designate a Director appurtenant to the Units resulting from the subdivision is not more than the voting rights and right to designate a Director appurtenant to the Retail Unit before such subdivision).

Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

(c) The Declarant shall have the right, without the consent or approval of the Executive Board or the Unit Owners, to subdivide or convert residential dwelling Units it owns into two or more residential dwelling Units or to combine two or more residential dwelling Units it owns into one residential dwelling Unit or into Common Elements or a combination of residential dwelling Units and Common Elements (provided that the exercise of such rights by the Declarant shall not result in the total number of residential dwelling Units exceeding the maximum number of residential dwelling Units permitted by this Declaration or allowed under applicable municipal approvals, regulations or codes). In the event of such subdivision, conversion or combination, the Declarant shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Declarant may allocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to the residential dwelling Units being subdivided or combined (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the residential dwelling Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the residential dwelling Unit(s) being subdivided or combined before such subdivision). Such reallocation shall be made by the amendment to the Declaration recorded by the Declarant pursuant to this Section.

(d) A residential dwelling Unit Owner other than a Declarant may not subdivide residential dwelling Units or combine two or more residential dwelling Units into a single residential dwelling Unit without the approval of the Executive Board, which may be granted or withheld in their sole and unfettered discretion.

3.08 Relocation of Boundaries Between Adjoining Units. Any Retail Unit Owner shall have the right with the consent of at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Retail Unit Owners are entitled to cast as set for the in Exhibit "D-1" attached hereto, without the consent of the Executive Board or the other residential dwelling Unit Owners, to relocate boundaries between adjoining Retail Units that it owns. If a Retail Unit Owner does so, the Retail Unit Owner shall execute and record, at its expense, an amendment to this Declaration and an amendment to the Plats and Plans. In connection therewith, the said Retail Unit Owner shall reallocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to those Units (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability after such relocation is not less than the sum of the Percentage Interests and Common Expense Liability appurtenant to the affected Units before such relocation). Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

ARTICLE IV - DESCRIPTION OF COMMON ELEMENTS  
AND LIMITED COMMON ELEMENTS

4.01 Common Elements. The Common Elements consist of all parts of the Real Estate and improvements thereon other than the Units and those improvements or facilities (if any) conveyed to or owned by any public or private utilities or other entities furnishing utility service to the Condominium. Without limiting the generality of the preceding, unless otherwise provided in this Declaration or designated on the Plat and Plans, Common Elements include, without limitation, any and all exterior portions of the Building, including the roof, structural components and common utility systems of or serving the Building and not included within the boundaries of Units, any and all portions of the Real Estate that are dedicated to or made available for public access, and otherwise all portions of the Real Estate not included within the boundaries of the Units themselves. The Common Elements shall also include the Stormwater Management Plan, the HVAC Systems for the Common Elements, those portions of the Condominium sidewalks partially located within the Real Estate and partially in the public right of way, the solid waste collection area for the Condominium, and the maintenance, inspection and reporting requirements as set forth in subdivision approval for the Real Estate by the City of Portland Planning Board dated \_\_\_\_\_, and when amended or supplemented, the subdivision approval, as amended or supplemented.

4.02 Limited Common Elements-Generally. In addition to Limited Common Elements elsewhere described in this Declaration, including on the Plats and Plans, and/or those designated as Limited Common Elements pursuant to the Act, the following are Limited Common Elements, assigned and allocated to the Units as provided below:

(a) Pipes, ducts, wires, cables, conduits or other installations for services and utilities located outside the boundaries of, but serving only a particular Unit, are Limited Common Elements allocated only to that Unit (except for such that are part of the Unit as defined in Section 3.03(a)).

(b) Individual utility meters located outside the boundaries of a Unit but serving only a single Unit are Limited Common Elements allocated only to such Unit, unless owned by the applicable utility service provider.

(c) Limited Common Elements of the type described in this Section 4.02 shall automatically be allocated as Limited Common Elements for the exclusive use and benefits of the Unit(s) they are designed and constructed to serve, or to which they are allocated as provided herein, without any further action or document required, whether or not such Limited Common Elements are expressly so designated on the Plats and Plans.

#### 4.03 Other Limited Common Elements.

(a) Sign Areas. The areas located on the exterior façade of the Building designated "Retail Unit Signage" as shown on the Plats and Plans shall be allocated as Limited Common Elements appurtenant to the Retail Unit(s), respectively, for the limited purpose of installing signage in compliance with applicable ordinances and regulations relating to restaurant, and retail businesses occupying said Units.

(b) Roof of Building. The roof of the Building as shown on the Plats and Plans shall be allocated as a Limited Common Element appurtenant to the Retail Unit(s) and the residential dwelling Units for the limited purpose of installing heating, ventilation and air conditioning systems and other mechanical systems and equipment serving said residential dwelling Units in accordance with reasonable rules and regulations that may be established by the Executive Board.

4.04 Off-Site Parking. (a) J.B. Brown & Sons, a Maine corporation (its successor and assigns, the "Parking Garage Landlord") owns the adjacent two-level parking garage on the northwesterly side of the Building (the "Parking Garage"). Pursuant to a memorandum agreement between the Parking Garage Landlord and the Declarant which is, or shall be, recorded in the Cumberland County Registry of Deeds subsequent to the recording of this Declaration (collectively herein called the "Parking Agreement"), each residential dwelling Unit Owner, as appurtenant to and for the benefit of his or her residential dwelling Unit so long as he or she owns said Unit, shall have the right to lease one (1) non-exclusive parking space in the adjacent Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. Pursuant to the Parking Agreement the Retail Unit Owner, as appurtenant to and for the benefit of its Retail Unit so long as it owns said Retail Unit, shall have the right to lease (in the aggregate for the entire Retail Space) fifty-nine (59) parking spaces in the Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. The lease payments shall be paid directly by the Unit Owner to the Parking Garage Landlord during the term of the lease. The parking spaces in the Parking Garage are not designated spaces or exclusive to the Condominium but are used in common with other parking space lessees. The use of the Parking Garage is also subject to such reasonable rules and regulations as the Parking Garage Landlord may from time to time promulgate with respect to safety, security, vehicle size, vehicle height and traffic control.

(b) The Parking Garage Landlord shall also have the right, exercisable by giving ten (10) days' prior written notice thereof to the Unit Owners leasing parking spaces in the Parking Garage, to prohibit the use of designated areas of the Parking Garage to allow construction on the Parking Garage or other improvements; provided, however, that before prohibiting use for such purpose, the Parking Garage Landlord shall provide reasonable and proximate alternative parking so that the parking remaining available in the Parking Garage together with such alternative parking shall at all times equal the number of parking spaces available for leasing by the Parking

Agreement. If such alternative parking is not within the Parking Garage, such alternative parking shall be located on property located within four (4) blocks of the Parking Garage. Upon completion of any construction effecting parking space availability in the Parking Garage, the Parking Garage Landlord shall return the availability of parking spaces to the Parking Garage as described above in Section 4.05(a).

4.06 Use and Enjoyment of Common Elements. Subject to Regulations in effect from time to time, the Common Elements (except the Limited Common Elements) shall be for the exclusive use, enjoyment and benefit of the Unit Owners, their tenants and members of their households and invitees; provided, however, that the Association may suspend the right of any Unit Owner to use Common Elements that are not necessary for the use of the Unit as contemplated by this Declaration if such Unit Owner is delinquent in the payment of Assessments or in material violation of the Condominium Documents after notice and opportunity to cure or contest as provided herein or in the Bylaws. The Limited Common Elements shall be for the exclusive use, enjoyment and benefit of the Unit Owners owning the Unit(s) to which such Limited Common Elements are allocated hereunder and their respective tenants and members of their households and invitees. In addition to the use of common facilities for waste disposal and recycling, the Retail Unit Owner(s) shall have the right to place in the Service Area (as defined in Section 4.09(b)(iii) below) equipment and containers for recycling and reuse of bottles and containers for beverages and one or more grease and/or food waste containers in accordance with such reasonable rules and regulations that may be established by the Retail Unit Owner(s) consistent with usual and customary practice in the industry and in properties of this type.

4.07 Alteration of Common Elements. Except as otherwise set forth herein, no Unit Owner (other than the Declarant) may alter the appearance or character of any Common Elements, or perform any construction or work on any Common Elements. The foregoing does not limit the power of the Association to alter the appearance or character of the Common Elements, in accordance with the terms of the Act, this Declaration, and the Bylaws. Until the Declarant has completed all Units and Common Elements, the Declarant reserves the right to modify the appearance and structural character of the Common Elements, other than Limited Common Elements allocated to specific Units, from time to time, without the permission of the Executive Board.

4.08 Declarant's Rights and Obligations with Respect to Common Elements.

(a) Declarant reserves the right to construct all improvements planned or contemplated for construction within the Condominium, including, without limitation, any interior streets or drives, parking areas, sidewalks, curbing, street lighting, utilities, storm water management facilities, paths and all other improvements shown on the Plats and Plans, the Building and all improvements and Common Elements therein,

and Units planned for construction as depicted either generally or specifically on the Plats and Plans or herein.

(b) No provision hereof shall require the Declarant to construct or provide to the Association any facilities or improvements not shown on the Plats and Plans.

#### 4.09 Maintenance, Repair and Replacement of Common Elements.

(a) Except as otherwise set forth herein, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements and any and all portions of the Real Estate that are dedicated to or made available for public access, and shall include in its budget (and, if necessary, amend the then-current budget and increase the then-current Common Expense Assessment) such amounts as necessary to pay the estimated costs of maintaining, repairing and insuring the same. In addition, the Association shall be responsible for trash removal from the Real Estate for the residential dwelling Units, the lighting fixtures located on any Common Elements, including the Limited Common Elements, snow removal on the public sidewalks abutting the Real Estate, and the maintenance, including annual inspections and reporting requirements, of the HVAC Systems and the Stormwater Management Plan. As contemplated by the definition of "Percentage Interest" in Section 1.02 above, the Association will prepare three separate budgets in each calendar year as follows: (i) Common Expenses that apply to all Units (both residential and retail), (ii) Common Expenses that apply only to the Retail Unit(s), and (iii) Common Expenses that apply only to all residential dwelling Units. It is specifically noted that the City of Portland will not provide trash removal services to the Condominium or to any Unit Owner, as set forth in the terms of the Site Plan and Subdivision approvals of the Condominium.

4.10 Conveyance and Encumbrance by the Association. Except as hereinafter expressly provided, the Association shall not convey, mortgage, pledge or encumber the Common Elements without the approval of (i) Members entitled to cast at least eighty percent (80%) of the votes that all Members that are owners of residential dwelling Units are entitled to cast and one hundred percent (100%) of the votes that all Members that are owners of the Retail Unit(s) are entitled to cast, including eighty percent (80%) of the votes allocated to residential dwelling Units not owned by the Declarant, (ii) the Declarant, during the Declarant Control Period, and (iii) the required approval of Eligible Mortgage Holders, to the extent required under the Act or otherwise pursuant to this Declaration. Proceeds of any such conveyance, mortgage, pledge or encumbrance following the expiration of the Declarant Control Period shall be assets of the Association.

4.11 Demolition. If any Common Element (other than the Common Elements that are integral to the structural or mechanical integrity of the Building as a complete architectural unit) is determined by the Executive Board to be obsolete or in



such state of disrepair so that it is not economically feasible or desirable to repair or replace the same, the Executive Board may call a meeting for the purpose of determining whether such Common Element should be demolished, removed and/or replaced. The determination thereof shall be made by the vote of Unit Owners entitled to cast one hundred percent (100%) of the votes that all Unit Owners are entitled to cast, including one hundred percent (100%) of the votes allocated to Units not owned by the Declarant. The costs of such demolition, removal, and/or replacement shall be assessed as a General Common Expense.

4.12 Disposition of Common Elements Upon Termination. Upon any termination of the Condominium, the Common Elements shall be disposed of in the manner described in Section 1602-118 of the Act.

4.13 Warranty. **DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE PROVIDED BY SECTIONS 1604-112 AND 1604-113 OF THE ACT (AS SUCH WARRANTIES ARE AFFECTED BY THE TERMS OF THE LIMITED WARRANTY CONTAINED IN THE AGREEMENT OF SALE ENTERED INTO BETWEEN DECLARANT AND EACH UNIT OWNER) AND SUCH WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR ANY IMPLIED WARRANTY OF HABITABILITY. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO THE RETAIL UNIT, DECLARANT EXCLUDES ALL IMPLIED WARRANTIES OF QUALITY INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN SECTION 1604-113, SUCH THAT THE ONLY WARRANTIES ARE THOSE EXPRESS WARRANTIES MADE BY THE DECLARANT IN ACCORDANCE WITH SECTION 1604-112.**

#### ARTICLE V - ASSOCIATION; MEMBERSHIP; VOTING; RIGHTS OF MORTGAGEES

5.01 The Association; Powers. The Association shall be an association of and among all Unit Owners and shall have all duties, rights, privileges, functions and responsibilities set forth in the Act and the Condominium Documents, including, without limitation all powers enumerated in Section 1603-102 of the Act, and the right and power to do all other things necessary or expedient in order to carry out all such powers, rights, privileges, duties and functions of the Association, and all powers incidental thereto.

5.02 Membership. Every Unit Owner is a Member of the Association. If two (2) or more Persons own a Unit, each of them is a Member of the Association, but regardless of the number of Unit Owners, each Unit shall be allocated only that number of votes as are specified herein. In the event that two (2) or more Persons own a Unit, one (1) such Person may cast the applicable vote for that Unit on behalf of all the Persons owning that Unit. Membership in the Association is appurtenant to and cannot be severed from ownership of a Unit, and transfers automatically upon conveyance of

title to a Unit, and by no other means. No Unit Owner may disclaim, decline, resign from or transfer membership in the Association (except by conveyance of his Unit).

5.03 Voting Rights of Unit Owners; Rights of Mortgagees.

(a) The votes in the Association allocated to each respective Unit is a sum rounded to the nearest whole number determined by multiplying one thousand (1,000) by the Percentage Interest of the respective Unit. The voting rights allocated to each Unit shall be as set forth on Exhibit "D" (or as applicable, Exhibit "D-1" or Exhibit "D-2") attached hereto and made a part hereof. The Executive Board shall have the right to suspend the voting rights of any Unit Owner who is not in good standing. A Unit Owner is not in good standing if (i) the Unit Owner has not paid all Assessments or installments thereof levied against the Unit Owner or against his Units and such sums are overdue by more than thirty (30) days and are not paid in full at least five (5) days before the date of any meeting at which Members are entitled to vote, or (ii) the Unit Owner is otherwise in material violation of this Declaration or any of the other Condominium Documents and has not cured such violation to the reasonable satisfaction of the Executive Board at least five (5) days prior to the date set for any meeting of Members and so long as the Unit Owner is not contesting in good faith the matter that is the subject of the alleged material violation in accordance with the procedures outlined in this Declaration or in the Bylaws. Votes applicable to the D-1 Budget (Retail Unit(s)) and the common expenses and matters relating to the D-1 Budget shall be effective without the consent or approval of the Executive Board or the residential Unit Owners.

(b) Any first mortgagee of a Unit may file with the Association a request identifying itself as a first mortgage holder and identifying the Unit encumbered by its mortgage and the Unit Owner's name and address, by certified or registered first-class mail, return receipt requested, or by delivery in hand securing receipt therefore, and thereby shall become an "Eligible Mortgage Holder." The Secretary of the Association shall maintain such information. After the filing of a request by the Eligible Mortgage Holder, the Association shall cause notice to be sent to the Eligible Mortgage Holder as provided under Section 1602-119 of the Act, and the Eligible Mortgage Holder shall have the voting and other rights provided under Section 1602-119 of the Act.

(c) In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default, which deed identifies the circumstances classifying it as such a deed, or to dispose of, advertise, sell or lease a unit acquired under the procedures set forth above, and any such foreclosure or deed shall convey title free and clear of any such right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

#### 5.04 Election of Board Members.

(a) Subject to the other provisions of this Declaration and the Bylaws, the Board shall have the full power and authority to act on behalf of the Association, and except as otherwise expressly required by the Condominium Documents or the Act, actions and decisions of the Board need not be submitted to or approved by the Members.

(b) Subject to Section 5.04(c) below, during the Declarant Control Period, all Directors shall be appointed, and may be removed and replaced from time to time, by the Declarant, with or without an actual meeting, without the necessity of obtaining resignations from Directors replaced or removed, and without prior notice to or approval of the other Unit Owners.

(c) On or before the end of the Declarant Control Period, the Declarant shall schedule a meeting of Members in accordance with the terms of the Bylaws. At such transition meeting of the Members, all Directors shall be elected by the Unit Owners (including the Declarant) and the Declarant-appointed Directors shall resign. Beginning with that meeting, Directors shall serve for staggered terms, as provided in the Bylaws. Notwithstanding the preceding, while the Declarant owns any Units, the Declarant shall have the absolute right to appoint a representative of the Declarant as a non-voting *ex officio* member of the Executive Board and each committee thereof with the same right to receive notice of, and to attend and participate in all meetings of the Executive Board and each such committee as any Director or voting member of such committee could do, and to receive all memoranda, correspondence, bulletins and other communications intended for Directors or members of such committee, but without any right to vote on matters coming before the Executive Board or such committee.

(d) The Declarant reserves the right, in its sole and absolute discretion and in accordance with the Act, to surrender voluntarily the right to appoint and remove Directors before the Declarant Control Period ends. The Declarant may, as a condition thereof, require that specified actions of the Association or the Board be approved by the Declarant before they become effective. Such actions shall be specified in an instrument executed and recorded by the Declarant. The Declarant may conditionally surrender the right to appoint and remove Directors, reserving the right to exercise such rights at a later time upon giving thirty (30) days prior written notice to the Association.

(e) Notwithstanding any provision of this Declaration or the other Condominium Documents to the contrary, the Unit Owners, by a two-thirds ( $\frac{2}{3}$ ) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

5.05 Number and Qualification of Directors.

(a) The Board shall consist of five (5) Directors elected by the Unit Owners as hereinabove provided, and one (1) of the five (5) Directors shall be elected exclusively by the Allocated Votes of the Retail Unit as set forth in Exhibit "D-1".

(b) In addition to such other qualifications as may be set forth from time to time in the Bylaws, Directors shall be natural persons of full legal age and shall be Unit Owners, spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, limited liability company, trust or estate, duly authorized representatives.

5.06 Election of Officers. Officers of the Association shall consist of such officers and subordinate officers as may be specified in or provided for in the Bylaws, and shall be elected by the Board in the manner specified in the Bylaws.

5.07 Voting by Ballot or Proxy. To the fullest extent permitted by the Act, the Unit Owners may vote on any matter on which Unit Owners are entitled to vote (including, but not limited to, approving amendments to the Condominium Documents) by proxy, in the manner specified in or provided for in the Bylaws. Notwithstanding the foregoing, no proxy may be voted by a Person who is not another Unit Owner or designated representative of a Unit Owner that is not a natural person (and even another Unit Owner may not vote a proxy if that other Unit Owner has lost the privilege of casting its own vote, relative to its own Unit).

5.08 Standard of Conduct.

(a) In the performance of their duties, the officers and Directors of the Executive Board shall stand in a fiduciary relation to the Association, and all officers and Directors shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, Directors and officers shall be entitled to rely in good faith on information, opinions, reports or statements (including financial statements and other financial data) in each case prepared or presented by any of the following:

(i) One or more other officers or employees of the Association whom the officer or Director reasonably believes to be reliable and competent in the matters presented;

(ii) Counsel, public accountants or other persons as to matters which the officer or Director reasonably believes to be within the professional or expert competence of such person; and

(iii) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Director reasonably believes to merit confidence.

An officer or Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance on any of the preceding to be unwarranted.

(c) Absent breach of fiduciary duty (if applicable), lack of good faith or self-dealing, actions taken as a Director or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

5.09 Limited Liability. No Director or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 5.09 shall not apply to the responsibility or liability of a Director or officer pursuant to any criminal statute, or to the liability of a Director or officer for the payment of taxes pursuant to local, state or federal law.

5.10 Indemnification. To the extent permitted under Maine law, each present and former Director or officer, in his capacity as a Director, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being, or having been, a Director and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is a Director, officer or both at the time such expenses are incurred, except in such cases where such Director and/or officer is adjudged to have engaged in willful misconduct, recklessness, breach of fiduciary duty (if applicable) or self-dealing; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected Director abstaining if he is then a Director) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Director and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 5.10 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director and/or officer may be entitled under the Bylaws as a matter of law or agreement or by vote of the Unit Owners

or otherwise. Subject to the approval of the Executive Board, the Association may advance expenses incurred by a present or former officer or Director in connection with any suit or proceeding with respect to which he may be entitled to indemnity hereunder, subject to such conditions and limits as Executive Board may prescribe including, but not limited to, the execution of an agreement by which he agrees to reimburse the Association for such expenses advanced if it is ultimately determined that he is not entitled to indemnity hereunder, which may be secured or unsecured at the discretion of the Executive Board.

ARTICLE VI - COVENANT FOR ASSESSMENTS;  
LIENS; COLLECTION

6.01 Assessments; Allocation of Common Expense Liability.

(a) The Common Expense Liability allocated to each Unit shall be as set forth on Exhibit "D" attached hereto (including Exhibits "D-1" & "D-2", as applicable) and made a part hereof; provided, however, for those Common Expenses determined to be Retail Unit Common Expenses (e.g., street level sidewalk, signs and windows) or Resident Unit Common Expenses (e.g., maintenance and cleaning of the hallways on the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> floors) shall be a Residential Unit Common Expense Liability. No amendment to this Declaration or to Exhibit "D" that changes the Common Expense Liability or allocated votes shall be effective without the affirmative vote of one hundred percent (100%) of all votes in the Association. If two or more Units are combined into a single Unit, a Unit is subdivided, or Unit boundaries are relocated, the affected Unit Owners shall execute and record an amendment to this Declaration and Exhibit "D" setting forth the reallocation of Common Expense Liability and Percentage Interests with respect to the affected Units (as well as making any necessary allocation of Limited Common Elements) and a copy of such amendment shall be furnished to the Association. In the case of a combination of Units, the Common Expense Liability associated with the resulting Unit shall be the sum of the Common Expense Liability appurtenant to the Units so combined, and in the case of a subdivision of Units, the aggregate Common Expense Liability and Percentage Interest allocated to the resulting Units shall not be less than the Common Expense Liability and Percentage Interest of the Unit being subdivided. Additionally, the Percentage Interests shown on Exhibit "D", Exhibit "D-1" and or Exhibit "D-2" may be revised subsequent to construction based upon as-built measurements as provided above.

(b) Each Unit Owner is obligated to pay all Assessments levied against his Unit including, to the extent provided herein, Assessments with respect to Limited Common Elements allocated to his Unit. In the event that two (2) or more Persons own a Unit, an Assessment against that Unit shall be the joint and several personal obligations of such Persons.

(c) Except as may otherwise be required by applicable law, the obligation to pay Assessments is not subject to deduction or set-off and may not

otherwise be diminished, discharged, suspended or abated because of: (i) any claim which such Unit Owner(s) may have against the Association or the Declarant; (ii) the failure or purported failure of the Association to provide services required hereunder; (iii) the fact that the Unit has been destroyed, in whole or in part, or is unoccupied or uninhabitable for any reason; or (iv) the failure or refusal of any other Unit Owners(s) to pay Assessments.

(d) The Unit Owner of a leased Unit shall remain personally liable, jointly and severally with the tenants of the Unit, for Assessments against the Unit, notwithstanding any contrary terms or provisions of the applicable lease. If a lease imposes the obligation to pay such Assessments or any part thereof on the tenant, the Association shall be a third party beneficiary of such covenant and shall have the right (but not the obligation) to enforce such obligation directly against the tenant, or against the tenant and the Unit Owner, jointly and severally.

6.02 Damages. Each Unit Owner shall reimburse and indemnify the Association upon demand for any losses, expenses, costs or damages incurred by the Association as a result of any damage to Common Elements caused by the act, omission or negligence of such Unit Owner or his tenants, agents, invitees, family members, licensees, contractors or subcontractors, including without limitation damages to the corridors, Common Element floor coverings and walls, elevators and other Common Elements in connection with the moving of furniture and other belongings into and out of the Building. Such damages may be assessed and collected as a Special Assessment against such Unit Owner. The Executive Board shall have the authority to make Regulations that require (i) advance notice to the Association of move-ins and move-outs and delivery of bulk items, with the identity of any moving company or delivery company that will be used, (ii) the resident moving in or out or arranging for such delivery to pay a fee and/or provide a security deposit in advance to cover possible damage to the Common Elements and other expenses incurred by the Association, and (iii) any moving company or other person delivering or removing furniture or other bulk items to provide a certificate of insurance, in a form satisfactory to the Association, evidencing insurance coverage satisfactory to the Association.

6.03 Time for Payment. The due date for payment of Assessments or installments thereof by each Unit Owner shall be determined by the Board, but shall not be more frequent than monthly. Unless otherwise determined by the Board, the Assessment for each fiscal year shall be due and payable in monthly installments, in advance, on the first day of each calendar month.

6.04 Non-Payment; Late Charges; Interest; Lien.

(a) Any Assessment (or installment thereof) that is not paid within ten (10) days after it is due shall be considered delinquent and shall be subject to a late charge as determined by the Executive Board from time to time. Interest on any Assessment (or installment thereof) not paid within thirty (30) days after it is due shall

accrue from the due date at the rate of eighteen percent (18%) per annum (or such other rate, not to exceed the highest rate permitted by law, as the Board may from time to time determine). Interest at said rate shall continue to accrue until the delinquent amount is paid in full, both before and after any judgment is entered in favor of the Association, notwithstanding any otherwise applicable "legal rate of interest".

(b) Any costs of collection, including reasonable attorney's fees (whether incurred before trial, at trial, or on appeal), incurred by the Association in collecting or attempting to collect delinquent Assessments may be assessed and collected in the same manner as any other Assessments hereunder against the delinquent Unit Owner and shall be secured by the Association's lien therefor.

(c) If any Assessment or installment or part thereof remains unpaid for more than forty-five (45) days after it is due, the Board may accelerate all future installments of such Assessments with respect to the delinquent Unit Owner (if Assessments are payable in installments). Notice of acceleration shall be given to the delinquent Unit Owner and shall be effective unless the delinquent Unit Owner pays the Association, within ten (10) days after the date of such notice, all delinquent Assessments or installments thereof, all interest thereon, and all accrued late charges and collection costs.

**(d) THERE SHALL BE A LIEN IN FAVOR OF THE ASSOCIATION AGAINST EACH UNIT FOR THE FULL AMOUNT OF ALL ASSESSMENTS LEVIED AGAINST SUCH UNIT FROM TIME TO TIME, TOGETHER WITH ALL LATE CHARGES, INTEREST AND COLLECTION COSTS (INCLUDING ATTORNEY'S FEES AND EXPENSES AS PROVIDED HEREIN) INCURRED OR CHARGED BY THE ASSOCIATION WITH RESPECT TO DELINQUENT ASSESSMENTS HEREUNDER. SUCH LIEN SHALL HAVE THE PRIORITY AND MAY BE ENFORCED IN THE MANNER PROVIDED FOR IN THE ACT. THE RECORDING OF THIS DECLARATION CONSTITUTES NOTICE AND PERFECTION OF THE ASSOCIATION'S LIEN. THE ASSOCIATION SHALL HAVE THE RIGHT TO COLLECT FROM A UNIT OWNER, AND THE ASSOCIATION'S LIEN SHALL ALSO SECURE, ALL AMOUNTS PAID OR EXPENDED BY THE ASSOCIATION IN ORDER TO PROTECT OR PRESERVE THE UNIT OR THE PRIORITY OF THE ASSOCIATION'S CLAIM OR LIEN INCLUDING, WITHOUT LIMITATION, AMOUNTS PAID OR INCURRED TO DISCHARGE REAL ESTATE TAXES OR OTHER LIENS SENIOR IN PRIORITY TO THE ASSOCIATION'S LIEN, AND INTEREST ON SAID SUMS AT THE RATE SPECIFIED HEREIN.**

6.05 Other Remedies. Assessments and other amounts payable by any Unit Owner may also be recovered by a lawsuit brought by the Association against the Unit Owner and any other person personally obligated to pay the same. The Association shall have all other rights and remedies available at law or in equity. All rights and remedies of the Association shall be cumulative.



6.06 Resale Certificates. Within ten (10) business days after a written request by a Unit Owner or the holder of a mortgage of first priority granted with respect to such Unit Owner's Unit, the Association shall furnish to the Unit Owner a certificate containing the information and copies of documents necessary to enable the Unit Owner to comply with Section 1603-116(h) of the Act. The Board shall charge a reasonable fee for the preparation of a Resale Certificate as determined in its sole discretion. A purchaser of a Unit shall not be liable for any unpaid Assessment or fee greater than the amount set forth in the certificate prepared by the Association, except for Assessments and charges accruing or coming due after the date the Association prepared such information.

6.07 Discretion of Executive Board. In connection with the collection of delinquent Assessments, the Board shall have the power, in its discretion, to waive or compromise the obligation of a Unit Owner to pay interest, late charges and/or costs of collection, and to compromise or settle the obligation of one or more Unit Owners to pay delinquent Assessments or other sums payable by them hereunder, if the Board reasonably determines that it is in the best interests of the Association to do so based upon such factors as the Board deems relevant, including, without limitation, the likelihood of collecting the full amount due and the expense and delay associated therewith.

6.08 Basis and Computation of General Common Expense Assessments.

(a) No later than one hundred twenty (120) days after the beginning of each fiscal year of the Association, the Board shall adopt a budget for such fiscal year setting forth estimated Common Expenses, segregating (but only to the extent required by this Declaration or by law), General Common Expenses and Limited Common Expenses and otherwise in accordance with the terms of the Bylaws. The total regular Common Expense Assessments to be levied on all Units for that fiscal year shall be computed based on the total estimated Common Expenses set forth in such budget, after deducting therefrom (i) any surplus from a prior year or years not allocated to or set aside as reserves by the Board, and (ii) an estimate of any other income the Association expects to receive that will be available to pay Common Expenses.

(b) The regular Assessment for General Common Expenses against each Unit shall then be determined by multiplying the total Assessment for General Common Expenses by the Percentage Interest allocated to such Unit. In determining Assessments for any year, the Board shall have the right to include in the Budget for such year a reasonable allowance for delinquent or uncollectible Assessments, as well as such allocations to reserves as the Board deems appropriate.

(c) The budget of the Association may be modified from time to time by the Board to reflect any material change in the Common Expenses incurred or expected to be incurred by the Association for such fiscal year, and the Board shall have the power to increase or decrease the Assessments for Common Expenses

accordingly. Such increase or decrease will be effective not earlier than thirty (30) days after the date of the notice thereof been given to the Unit Owners.

(d) Within thirty (30) days after adoption of the proposed budget(s) for a fiscal year, the Board shall provide a summary of the budget(s) to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, such date to be not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that meeting Members entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Members are entitled to cast reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board. The failure of the Board to adopt a Budget or to adopt a new Common Expense Assessment shall not excuse the Unit Owners from paying Assessments or installments thereof based upon the Budget and Assessment in effect for the preceding year. Once an Assessment has been made by the Board, it shall automatically continue in force for the fiscal year for which it was initially adopted, and during each subsequent fiscal year, until the amount of Assessments is changed by the Board. The D-1 Budget for the Retail Unit(s) shall be prepared and approved without the consent or approval of the Executive Board or the residential Unit Owners.

(e) Any capital expenditure approved by the Board (other than as part of the annual budget setting process described above) may be rejected only with the affirmative vote of two-thirds ( $\frac{2}{3}$ ) the votes that all Unit Owners are entitled to cast. Such vote shall take place within thirty (30) days after notice of approval of the capital expenditures has been mailed to the Unit Owners.

(f) Any surpluses resulting from Assessments in excess of the actual expenses incurred may be set aside by the Executive Board as reserves including, but not limited to, operating, reserves, repair or replacement reserves, and reserves for future capital expenses or improvements. Nothing herein shall prohibit the Board from appropriating any surplus attributable to Assessments for General Common Expenses to the making of any capital improvement, addition, repair or replacement of any of the Common Elements.

6.09 Special Assessments. The Board shall have the power to levy Special Assessments for such purpose or purposes as the Board from time to time deems necessary or appropriate, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements. Unless otherwise provided herein, Special Assessments benefiting all Unit Owners shall be levied on all Units in proportion to their respective Common Expense Liabilities, and shall be due and payable in a lump sum or in such installments as the Board shall determine.

6.10 Commencement of Assessments. The first Common Expense Assessment shall be made as and when determined by the Executive Board. Each Unit in existence as of the date on which the first Common Expense Assessment is made shall be subject to Assessments automatically and shall be subject to Assessments at all times thereafter until the Condominium is terminated as provided in the Act. A Unit shall be deemed to exist and subject to Common Expense Assessments after substantial completion thereof. For purposes hereof, a Unit shall be "substantially completed" at such time as the Unit, excluding interior improvements to be completed by the Unit Owner, is completed. At the time of conveyance of a Unit by the Declarant, the purchaser thereof shall reimburse the Declarant for the prorated amount of the then-current Assessment applicable to that Unit, representing the amount of such Assessments attributable to periods following such conveyance.

6.11 Reserves for Replacement. The Association shall establish and maintain a reasonable reserve fund for the repair and replacement of improvements comprising the Common Elements and any Limited Common Elements it is obligated to repair or replace, in such amount as the Executive Board deems prudent; provided that no allocation to repair or replacement reserves need be made until the second full fiscal year of the Association following the conveyance of the first Unit to a Unit Owner other than a Declarant.

6.12 Initial Contributions by First Time Buyers and Resales. Each Unit Owner purchasing a Unit from the Declarant shall pay to the Association, at the time of conveyance, a one-time initial contribution in an amount equal to twice the then current monthly Assessment for such Unit, which is in addition to, and not in lieu of, the regular Assessments payable with respect to the year in which such conveyance takes place. Such payments shall be nonrefundable and will not be returned by the Association if the Unit Owner subsequently sells or conveys its Unit.

(a) Any person purchasing a Unit from a Unit Owner other than a Declarant shall pay to the Association at the time of such purchase a one-time contribution in an amount equal to twice the then current monthly Assessment for such Unit, which contribution shall be in addition to the then current Common Expense Assessment allocable to such Unit. The Executive Board shall have the authority to increase such contribution due on re-sales from time to time, by resolution of the Executive Board.

(b) The contributions collected pursuant to this Section 6.12 may be used and allocated by the Executive Board to set up and/or fund operating, repair/replacement or capital improvement reserves, or to defray current Common Expenses, in such manner as the Executive Board shall determine.

## ARTICLE VII - INSURANCE; CONDEMNATION; TERMINATION

7.01 Property Casualty Insurance. Beginning no later than the first conveyance of a Unit to a Unit Owner other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

(a) "all risk" property and casualty insurance insuring the Common Elements and Units (exclusive of improvements and betterments installed in the Units, and exclusive of personal property and other contents therein) against all common risks of direct physical loss commonly insured against, covering the interests of the Association, the Board and the Unit Owners, as their interest may appear. The total amount of insurance shall be one hundred percent (100%) of the replacement cost of the insured property (exclusive of land, excavations, foundations and other items normally excluded from such casualty policies), subject to such reasonable deductibles as the Board may determine.

(b) Comprehensive general public liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00 for bodily injury or death arising from a single occurrence, insurance for liability for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and any property owned or leased by the Association.

(c) Workers' compensation insurance covering employees and agents of the Association as required by law.

(d) Builder's Risk Insurance during any period in which activities are being carried on in or about the Condominium which will, or might, in the reasonable opinion of the Board, render standard all risk insurance inapplicable, or fall within any exclusion from standard all risk insurance or impair the ability of the insured to recover thereunder (a "Builder's Risk Situation"), in an amount equal to any amount by which the all risk insurance provided under clause (a) above is or might be reduced or recovery of which impaired as a result of such activities (the "Builder's Risk Amount").

(e) Notwithstanding any provision hereof or of the Act to the contrary, the expense of all insurance carried by the Association, including insurance on the Units as herein required, shall be assessed as part of the Assessment for Common Expenses in accordance with the Unit's respective Common Expense Liability, unless the Association can reasonably establish that the use of one or more of the Units results in greater cost of such insurance in proportion to the value of or the risk associated with such Unit(s) (including, without limitation, in accordance with Section 7.04 below) in which case the Association shall have the right to allocate the expense of insurance accordingly.

7.02 Other Insurance. The Association may carry any other insurance including, but not limited to, directors and officers liability insurance, fidelity bonds, and the like, as the Board may determine from time to time.

### 7.03 Policy Terms; Waiver of Claims.

(a) Property, casualty and liability insurance carried by the Association pursuant to Section 7.01 hereof shall contain any policy terms required by the Act. Each Unit Owner shall be an insured person under the Association's liability insurance with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association. Each policy shall provide that (i) the insurer waives its right of subrogation under the policy against any Unit Owner, (ii) no act or omission by a Unit Owner (unless acting within the scope of his authority on behalf of the Association) will void the policy or be a condition of recovery under the policy, and (iii) if at the time of a loss under a policy maintained by the Association there is other insurance in the name of Unit Owner covering the same property covered by the Association's policy, the Association's policy shall be primary insurance not contributing with or secondary to the other insurance.

(b) Each Unit Owner hereby waives any claims the Unit Owner may have against the Association or against any other Unit Owner arising out of any damage to or destruction of his Unit, and any claims for personal injury or property damage, to the extent such damages are covered by insurance maintained by the Association hereunder.

7.04 Insurance Obligations of Unit Owners. Each Unit Owner shall be individually and solely responsible for maintaining (a) liability insurance with respect to its Unit, providing coverage in amounts of not less than a combined single limit of \$500,000, or such other amounts as the Executive Board may from time to time reasonably require, and (b) property insurance insuring the improvements and betterments in the Unit not covered by insurance maintained by the Association, and insuring the contents thereof and any personal property therein, such coverage to be in an amount sufficient to prevent the Unit Owner from becoming a co-insurer under such policy. The foregoing coverages shall be obtained through a customary condominium unit owner's insurance policy, and upon request will furnish the Association evidence that such coverage is in force. The Association shall have no insurance responsibility with respect to any Unit or the contents thereof except as expressly provided herein. During any period in which construction or remodeling activities are being carried on by or on behalf of a Unit Owner in or about such Owner's Unit which create a Builder's Risk Situation, such Unit Owner (a) with respect to the property insurance otherwise required to be maintained by the Unit Owner hereunder, will maintain Builder's Risk Insurance in the Builder's Risk Amount, at such Unit Owner's sole cost, or (b) with respect to property insurance which the Association would otherwise be required to maintain under Section 7.01(a) above, will, as the Association elects, either (i) maintain Builder's Risk Insurance in the Builder's Risk Amount at such Unit Owner's sole cost, or (ii) pay to the Association on demand, as a Special Assessment, the cost of such insurance maintained by the Association. If a Unit Owner is required to maintain Builder's Risk insurance hereunder, such Unit Owner shall provide to the Association, prior to

commencing the activities which render such insurance necessary, a certificate or other evidence, in form and substance satisfactory to the Board, that such insurance is in effect with an insurer licensed in the State of Maine.

7.05 Insurance Deductibles. In the event of the damage or destruction of a Unit, the amount of any deductible or co-insurance payment that applies under any insurance on such Unit carried by the Association shall be the responsibility of the Unit Owner.

7.06 Adjustment of Losses. Any losses covered by any casualty insurance policy maintained by the Association shall be adjusted solely by and with the approval of the Association and proceeds thereof shall be payable to the Association and not to any mortgagee or Unit Owner. The Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverages, and to execute and deliver releases therefor upon payment of the agreed settlement for such claims. The Association shall hold such proceeds in trust for the benefit of the Association, the Unit Owners and lien holders, as their interests may appear. Subject to Section 7.07 below, such proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and no Unit Owners or lien holders shall be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Condominium is terminated.

7.07 Use of Proceeds.

(a) Any part of the Common Elements for which the Association maintains property insurance which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated in the manner provided under the Act, (ii) repair or replacement would be illegal under any state or local health or safety statute, law, regulation or ordinance, or (iii) Unit Owners entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Unit Owners are entitled to cast (including every Unit Owner to whose Unit any Limited Common Element which will not be rebuilt is allocated) vote not to rebuild, unless insurance proceeds are adequate to rebuild. The cost of the repair or replacement in excess of available insurance proceeds and reserves shall be a General Common Expense or, with respect to Limited Common Elements repaired or replaced, a Limited Common Expense.

(b) Any part of a Unit for which insurance is required to be maintained and which is damaged or destroyed shall be repaired or replaced promptly except in the case of events described in subsection (a)(i), (ii) or (iii) above and any cost of repair or replacement in excess of available insurance proceeds shall be borne by the Unit Owner. Any cost of repair or replacement in excess of available insurance proceeds shall be a General Common Expense.

(c) If the entire Condominium is not repaired or replaced, the insurance proceeds shall be distributed and disbursed pursuant to the requirements of the Act.

7.08 Other Insurance. The Board may increase insurance coverages and obtain additional insurance coverages not specifically stated herein as the Board determines from time to time, in its discretion, the premiums for which shall be Common Expenses. Policies of insurance shall be deposited with and shall be maintained by the Board. Nothing herein shall be deemed to preclude the Board from obtaining one or more insurance policies that include the improvements and betterments constructed inside and/or personal property contained within the Units if the Board determines that is in the financial best interests of the Unit Owners to do so, and the Association may allocate the costs thereof among the Unit Owners as it deems fair and appropriate.

7.09 Condemnation. If all or any part of the Common Elements or Units are taken through condemnation or eminent domain proceedings, the proceeds of such condemnation shall be paid and applied as provided in Section 1601-107 of the Act. Any award attributable to a taking of all or a part of the Common Elements, including Limited Common Elements, shall be paid to the Association, as trustee for the benefit of the Unit Owners and their respective mortgagees, for distribution pursuant to Section 1601-107 of the Act.

7.10 Termination. Except for a termination resulting from the taking of all the Units by eminent domain, the Condominium may be terminated only by the agreement of Unit Owners of Units to which one hundred percent (100%) of all votes in the Association are allocated. If the Condominium is terminated by the Unit Owners, and if the real estate comprising the Condominium is sold, the proceeds shall be distributed as provided in Section 1602-118 of the Act.

## ARTICLE VIII - USE AND OCCUPANCY RESTRICTIONS; ARCHITECTURAL CONTROLS

### 8.01 Permitted Uses.

(a) Retail Unit(s). The Owner of Retail Unit(s) may operate or cause an independent third-party to operate a restaurant and/or retail space, or any combination thereof, in the Retail Unit(s) ("Retail Space") subject to the following conditions:

(1) The Owner of the Retail Unit(s) agrees that the Retail Space shall be used solely for a restaurant and/or high-quality permitted stores and offices. In no event shall the Retail Space to be utilized in whole or in part for: (i) the storage of explosives or any hazardous material, (ii) the sale of pornographic or other sexually explicit material or massage parlors or other uses that may offend the prevailing standards of decency and morality, (iii) off-track betting or other gambling

establishment, (iv) any venue with live or loud music that can be heard from the street or the other Units after 10:00 p.m., (v), any medical marijuana dispensaries, or (vi) any retail establish for drug paraphernalia or legal marijuana sales.

(2) The following uses for the Retail Space are pre-approved: (i) a casual dining or fine dining restaurant; (ii) clothing stores and gifts shop; (iii) financial institutions, such as banks or insurance agencies; (iv) retail service businesses, such as travel agencies; (v) grocery stores, pharmacies, health food stores, coffee houses, bakeries or retail stores that sell of beer and/or wine, and (vi) professional offices, such as a medical office or law firm.

(3) The Owner of the Retail Unit(s) shall ensure that the construction, renovation and operation of the Retail Space does not conflict with any provision of this Declaration or adversely affect or pose a threat to public health or safety and shall use best efforts so as to minimize resident complaints related to such construction, renovation and operation of the Retail Space.

(4) The Owner of the Retail Unit(s) shall cause the Retail Space to be operated and maintained at all times in a first class safe condition in compliance with all applicable law and regulations.

(b) Residential Units. The residential dwelling Units shall be used exclusively for residential purposes. Each Unit that is a residential dwelling Unit shall be used as a single-family residence, provided that persons providing assistance to the Unit Owners or tenants of a residential dwelling Unit shall be permitted to reside in such residential dwelling Unit (e.g., live-in housekeeper, nurse or other personal care assistant).

8.02 Appearance; Nuisances; Maintenance. Each Unit Owner shall keep his or its Unit in a clean, neat, sanitary and safe condition. Each Unit Owner shall refrain from any activity, including unreasonable noise or other disturbance that unreasonably interferes with the quiet and peaceful enjoyment of other Units and other Unit Owners, residents or occupants; provided, however, that the typical noise associated with the use of the Retail Unit(s) as a restaurant use shall not be considered an unreasonable interference with the quiet and peaceful enjoyment of other Units and Unit Owners. Operation of a restaurant, including storage, holding and provision of alcoholic beverages, and related retail uses as contemplated by Section 8.01(b) in a manner comparable to other restaurants of similar types, shall not be considered to impair or unreasonably interfere with the quiet and peaceful enjoyment of other Unit Owners, residents or occupants. The Board shall have the power to adopt and amend reasonable Regulations relating to the use and occupancy of the Units and prohibiting activities that impair or interfere with the quiet and peaceful enjoyment of the Condominium by the residents or occupants and/or threaten the health, safety and welfare of the residents or occupants, provided, however, that such Regulations may not impose restrictions upon the use of the Retail Unit(s) without the written consent of



the Retail Unit Owner, as the case may be, (regardless of whether the Retail Unit(s)), if the Retail Unit Owner reasonably determines that such restrictions would have a material adverse effect on the operation of its respective businesses at its Unit(s). By way of example, and not by way of limitation, restrictions on hours of operation, serving of alcohol or menu options in the case of the Retail Unit(s), would be considered to be restrictions that would have such a material adverse effect. No Unit Owner may place any garbage, trash or rubbish anywhere on the Real Estate other than in his, her or its own Unit or the Service Area, or as otherwise designated by the Executive Board.

### 8.03 Leasing.

(a)(i) Subject to the other provisions of this Section 8.03(a)(i) and unless otherwise consented to by the Declarant or, after the termination of the Declarant Control Period, the Executive Board, a Unit Owner of a residential dwelling Unit may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that the following conditions are satisfied (which conditions are expressly not applicable to leases entered into by the Declarant with respect to Units that are owned by the Declarant): (x) such lease must be in writing, provide the names of each person that will occupy the Unit during the term of lease, have a minimum lease term of not less than three (3) consecutive months, and no tenant under any lease may sub-lease to another tenant or permit the Unit to be occupied by others not listed on the lease, (y) a true copy thereof (and any subsequent amendments or modifications thereto) is delivered to the Association within ten (10) days after it is signed by all parties thereto, and (z) the lease shall expressly obligate the lessee(s) to comply with the Act, this Declaration and the Regulations, as the same may be amended from time to time (which shall be binding on the lessee whether or not the lease so states). Notwithstanding anything contained herein to the contrary, but expressly not applicable to leases entered into by the Declarant with respect to Units still owned by the Declarant: (I) no more than twenty-five (25) of residential dwelling Units in the Condominium shall be leased at any given time, and (II) no Person (together with any affiliate of a Person) that owns more than one residential dwelling Unit, shall lease more than one (1) Unit at any given time. Accordingly, residential Unit Owners seeking to lease their Unit must first obtain written confirmation and approval from the Association that no more than the maximum allowed number of residential dwelling Units are then actively under lease and that the Unit Owner may only then enter into a lease for his or her Unit. Provided, however, that the above-described limitation on the total number of residential dwelling Units that may be leased at any given time shall not be applicable to an institutional mortgage lender that acquires title in its own name, or in the name of subsidiary entity, to a residential dwelling Unit by foreclosure or deed in lieu of foreclosure during such time as such institutional mortgage lender or such subsidiary entity retains title to said residential dwelling Unit. In addition, under no circumstances shall any Unit or any portion thereof be rented as a so-called "short term rental" under any agency or booking platform such as "Airbnb", "VRBO", "FlipKey" or similar platforms or agencies.

(ii) Subject to Section 8.01(a), the Owners of the Retail Unit(s) may lease all or any portion of its Unit(s).

(b) Whether or not so stated in any lease, all tenants and occupants of a Unit shall be bound by the Act, this Declaration and the Regulations, and the Association shall be entitled to enforce the provisions hereof and thereof against such persons directly, provided further that the Unit Owner leasing such Unit shall at all times be responsible to ensure that the tenants and occupants of its Unit comply with this Declaration and the Regulations. The Association shall be entitled to demand payment directly from the lessee of any Assessments, fines or other sums payable by the Unit Owner which are delinquent and the lessee shall pay such sums to the Association (not in excess of amounts due to the Unit Owner) and shall have the right to deduct sums so paid to the Association from amounts due the Unit Owner under the lease. Nothing in the foregoing shall be construed as relieving the Unit Owner from his obligation to make all payments and perform all actions required under this Declaration, and the Unit Owner shall remain directly and primarily liable for such obligations. The Association shall have the right to require that the Unit Owner take all necessary steps to terminate such lease and evict such tenant(s) within thirty (30) days after written notice from the Association as a result of violations by the lessee (or his family, invitees or invitees) of the Act, this Declaration or the Regulations which continue or recur after written notice thereof is given by the Association to the Unit Owner or the lessee.

#### 8.04 Signs and Displays.

(a) With respect to the residential dwelling Units, nothing shall be hung or displayed on or from the outside of a Unit, or out of or from the exterior windows or placed on the outside walls. No awnings, canopies or shutters (except for those installed by Declarant or the Association) shall be affixed or placed upon the exterior walls or roofs of the Units or any part thereof, nor relocated, replaced or extended. No awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to the residential dwelling Units or any part thereof except as set forth below, no addition to or change or replacement of any exterior light or other exterior hardware shall be made; and no painting, attaching of decalcomania, or other decoration shall be done on any exterior part of the surface of the residential dwelling Units nor on the interior or exterior surface of any window or door of the residential dwelling Units.

(b) With respect to the Retail Unit(s), the Owners of such Units may install signage in their Limited Common Element Signage areas shown on the Plat and Plans, and canopies, awnings, screens and banners, and painted or attached decalcomania, signs, and decorations on the interior surfaces or windows and doors so long as such installation complies with all applicable laws and such Retail Unit(s) signage installation shall not be subject to the review or approval by the Executive Board.

8.05 Modifications of Units. The architectural integrity of the Units shall be preserved without modification, and therefore, except as may otherwise be expressly and specifically allowed by this Declaration or the Regulations: (a) no Unit shall be structurally modified, altered or changed (either laterally or vertically or any other manner) nor shall any common area or surface be penetrated in any manner; and (b) all maintenance and use by Unit Owners of all Units shall be done so as to preserve the appearance and character of the same, without modifications. Notwithstanding the foregoing, Declarant reserves the right to make changes and alterations to any Units it may own consistent with preserving the architectural and structural integrity of the Building.

8.06 Animals and Pets. (a) No livestock, fowl, poultry or animals may be raised, bred, kept or allowed in any Unit or the Common Elements, except for pets that are expressly allowed under this Section 8.06

(b) Unit Owners residing in the Unit that he/she owns may have the following types and numbers of domesticated animals as pets:

(i) Dogs: no more than two (2) dogs.

(ii) Cats: no more than two (2) domestic house cats.

(iii) Fish and other aquarium species: one (1) aquarium of not more than fifty-five (55) gallon capacity.

(c) No other animals or pets are permitted. The Association has the sole discretion to restrict certain breeds of dogs and/or cats from being kept in the Condominium. Such restrictions may be established under the Regulations.

(d) Residents occupying a Unit under a lease or rental agreement (i.e., tenants) are not permitted to keep animals or pets of any kind.

(e) Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age.

(f) Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered in Common Elements. Pets must not be left unattended in the hallways, lobby area, or any other part of the Condominium. Pets in transit are to be carried, restrained by a leash no longer than five feet in length, or placed in an animal carrier.

(g) Persons who exercise and walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet

droppings in the following designated areas: (I) proper receptacles or (II) if securely double-bagged, in trash receptacles specifically designated by the Executive Board.

(h) Unit Owners are responsible for any damage caused by their pets or those of their tenants or guests. Any damage caused by the use of cleaning chemicals by pet owners or caregivers in an attempt to remedy such damage is also the full responsibility of the Unit Owner.

(i) No pet shall be allowed to become a nuisance or to create any unreasonable noise, odor or other disturbance. Examples of pet behavior that constitutes a nuisance for the purposes of this Section are as follows:

(i) Unruly, aggressive or dangerous behavior that causes personal injury or property damage or places persons in reasonable apprehension of injury.

(ii) Barking, whining, scratching or other noise that can be heard from within any Unit or within any part of the Retail Unit(s).

(iii) The presence of pets in Common Elements that are not under the complete physical control of a responsible person and on a hand-held leash not more than five feet in length or in a pet carrier.

(iv) Defecation or urination upon or that otherwise spoils the floors or walls of a Common Element, another Unit, or the Retail Unit(s).

(v) Pet odors that can be detected in Common Elements or in another Unit.

(vi) Conspicuous uncleanliness or infestation with parasites.

(j) Unit Owners are responsible for the cost of all damage to Common Elements, to other Units, or the Retail Unit(s), caused by their pets and those of their tenants and guests, including damage to carpeting in hallways, elevators or foyers, and to all trees and shrubbery or other landscaping, and the Executive Board shall collect the costs for cleaning or replacement as a Special Assessment to the responsible Unit Owner.

(k) Notwithstanding any other provision herein, blind or visually impaired residents of a Unit may keep a certified, trained guide dog in his/her Unit.

(l) Unit Owners are responsible for enforcing the prohibition against their tenants and guests keeping any pets of any kind in a Unit or in the Common Elements.

(m) Unit Owners shall be responsible for and shall indemnify the Association, the other Unit Owners, the Retail Unit Owner(s) and the Declarant and hold them each harmless against loss or liability of any kind caused by their pets or arising out of the presence of their pets in or about the Condominium.

(n) The Executive Board shall establish procedures for the enforcement of the animal and pet provisions set forth above consistent with this Declaration and the Act. If the Retail Unit Owner(s) brings a complaint of a violation of these animal and pet provisions to the attention of the Executive Board, and in the Retail Unit Owner's sole discretion determines that the Executive Board has failed to enforce these pet provisions, then the Retail Unit Owner(s) may in writing direct the Board to take appropriate enforcement action, which may include requiring permanent removal of the offending pet, and the Retail Unit Owner(s) may seek any legal remedy in a court of competent jurisdiction, including but not limited to injunctive relief, and to recover from the responsible Unit Owner attorneys' fees and costs in obtaining such remedy.

8.07 Personal Property on Common Elements. No benches, chairs, or other personal property shall be placed or left on any part of the Common Elements without the prior consent of the Executive Board provided, however, that this limitation shall not apply to any Limited Common Element areas allocated to the Retail Unit(s) as shown on the Plats and Plans.

8.08 Electric Service; HVAC Systems. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the reasonable judgment of the Executive Board, an unreasonable disturbance to others (provided that the operation of the Retail Unit(s) as contemplated by this Declaration shall not be deemed to cause an unreasonable disturbance to others), nor shall any Unit Owner connect any machine, appliance, accessory, or equipment to the heating system or plumbing system in a manner not contemplated by the original construction and fit-up of the Units without the prior written consent of the Executive Board. Installation, removal, reconstruction, or repair of any electrical lighting and power circuits, or electrical outlet box, or terminal device included in such outlet box, or any item of heating, air conditioning or heat pump equipment, any of which is located within the boundaries of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written consent has been received from the Executive Board, which consent shall not be unreasonably withheld, conditioned or delayed and which consent shall not be necessary in case such installation, removal, reconstruction or repair is necessitated by a failure or other malfunction that prevents the Unit from being operated in the manner contemplated by this Declaration or results in an unsafe condition. Such consent shall be granted only if the work performed shall be of similar or superior quality to that present throughout the Building and shall be performed by qualified personnel. The cost of installation, removal, reconstruction or repair whether undertaken by a Unit

Owner, or by the Executive Board, (under the same procedures utilized for Common Elements), shall be borne by the Unit Owner of the Unit benefited thereby.

8.09 Regulations. Reasonable Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Regulations. No Regulation shall be adopted by the Executive Board except by resolution of the Executive Board made at a meeting open to all Unit Owners following written notice to all Unit Owners, which notice shall have set forth the substance of the Regulation(s) proposed for adoption. Copies of the then current Regulations shall be furnished to all Unit Owners by the Executive Board promptly after adoption of such Regulations or any amendments thereto. Any such Regulations shall, however, be subject to and not in conflict with the provisions and limitations of Section 8.02 hereof.

8.10 Improvements on Common Elements. Except as otherwise provided herein, no Unit Owner shall construct or cause to be constructed any improvements on or to any of the Common Elements, or alter or cause to be altered any Common Element, without the prior approval of the Executive Board, which approval may be granted or withheld by the Executive Board in its sole and absolute discretion, or approved subject to such conditions as the Executive Board may impose.

8.11 Building Roof. No Unit Owner may enter upon the roof areas of the Building or place or store anything on or about said roofs, except (i) for installation, maintenance, repair, upgrade and replacement of heating, ventilation and air conditioning systems and such other equipment and mechanical systems located on the roof serving the Retail Unit(s) and/or the residential dwelling Units, as shown on the Plats and Plans, subject to such reasonable rules and regulations regarding size, height, placement and visibility thereof as adopted by the Executive Board, or (ii) for maintenance in accordance with Regulations adopted by the Executive Board.

8.12 Mechanical Systems. The Unit Owners shall be responsible for the maintenance, repair, upkeep and replacement of the HVAC Systems and other mechanical units and related components that exclusively serve their Units. Because improper maintenance of or repairs to such equipment may adversely affect common components of the HVAC Systems and other mechanical system serving the Building, maintenance and repair of such systems and components shall be done only by a contractor or company approved by the Executive Board, and the Executive Board shall have the authority by Regulation or otherwise to publish from time to time a list of companies and contractors approved to perform such maintenance or repairs. The Executive Board's approval of a company or contractor shall not create any liability on the part of the Executive Board of the Association for any defect or deficiency in the services performed by any such company or contractor. The Executive Board shall ensure that all HVAC Systems and the external mechanical equipment for the HVAC Systems meet the maximum allowable noise requirements for the zoning district. The

Executive Board shall submit documentation of the decibel output to confirm compliance of the HVAC Systems in respect of the rated noise levels and cumulative noise levels to the City of Portland's Zoning Administrator.

8.13 Noise. (a) Because the Units share common walls with other residential Units, and because the Retail Unit(s) is located on the first floor of the Building, the control of noise and vibration is critical to the harmonious use and enjoyment of the Condominium. Any noise or vibration from a Unit that can be detected by human hearing within another Unit or within the Retail Unit(s) shall be deemed to be a "Noise Violation," and it shall be the responsibility of the Unit Owner causing the Noise Violation to promptly abate the Noise Violation.

(b) Televisions, audio equipment and the like should be set to a minimum level that will not disturb others between the hours of 10:00 p.m. and 8:00 a.m. Persons with hearing difficulty should utilize headphones or other hearing aids if necessary to avoid unreasonable sound levels from audio sources.

(c) The construction methods and materials of walls, floors, flooring, doors, etc. and the makes and models of appliances and fixtures have been selected to minimize noise and vibration transmission, in accordance with all applicable codes, between Units and to the Retail Unit(s). No alterations or modifications shall be made to the Units or the Common Elements that would increase the noise or vibration transmission or reduce the effectiveness of noise or vibration mitigation measures.

8.14 Architectural Controls. (a) After the completion of construction by the Declarant, and except as otherwise provided herein, no modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the Common Elements, including without limitation, the Limited Common Elements, without the prior written approval of the Executive Board.

(b) Such modification, decoration, change or other improvement shall not be considered for approval until a written request for approval accompanied by plans and specifications showing the nature, kind, materials and location of the proposed improvement shall have been submitted to the Executive Board in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding area, structures and topography of the complex.

(c) The Executive Board shall approve or disapprove such request within ninety (90) days of receipt by the persons designated by the Association to receive such requests, or in the event of no designation, the President of the Association. If the Executive Board has not called a special meeting as provided in paragraph (d) of this Section 8.14, or if the Executive Board fails to approve or disapprove said request in writing within ninety (90) days after said plans and specifications have been received by the designated representative of the Association,

approval will be automatically deemed given and this Article shall be deemed to have been fully complied with. The managing agent, if any, may convene a quorum of the Executive Board via telephone conference to approve or disapprove the request within the ninety (90) day period referenced above, and shall deliver the Executive Board's decision to the Unit owner, which will have the same force and effect as if delivered by the Executive Board.

(d) The Executive Board reserves the right to submit any request made pursuant to this Article to the members of the Association at a special meeting called pursuant to the Bylaws. Such meeting shall be called within ninety (90) days from receiving the request in accordance with this Section 8.14 and the request shall be considered denied until a vote of the membership has been completed at such meeting, which vote shall be final.

(e) Notice of default in compliance with this Section 8.14 can be given or legal action to enjoin any modification, decoration, change or improvement can be commenced in accordance with Article XI of this Declaration. Approval will be automatically given and this Article shall be deemed to have been fully complied with if action is not taken by the Association within the applicable time frames set forth in Article XI below.

(f) The Association shall be entitled to enforce this Section 8.14, and the provisions of Article XI of this Declaration shall apply.

8.15 Occupancy Plan. No Unit may be used in fact or in effect as part of, or in furtherance of, an Occupancy Plan (as defined below). For purposes of the foregoing requirement, an "Occupancy Plan" means a plan for the use, occupancy, marketing, advertising or promotion of one or more Units under any timeshare or fractional plan, residence, destination or luxury club, equity or non-equity program, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires the right to use or occupy such Unit(s) or a portfolio of accommodations including such Unit(s). The foregoing prohibitions shall not apply to Units that are owned by, or any Occupancy Plan that is operated by, the Declarant.

8.16 Duration of Restrictions; Breach. Except as may be otherwise provided herein regarding limitations on the duration of restrictions and the Units benefited by any such restrictions, the restrictions relating to the use of the Units set forth in this Section 8 that are imposed by virtue of this Declaration shall be for the benefit of the owners of all the Units, and shall remain in full force and effect until the twentieth (20<sup>th</sup>) anniversary of the date of this Declaration, and thereafter shall be automatically extended for successive periods of twenty (20) years, unless by unanimous vote of the Executive Board and vote of one hundred percent (100%) of the then owners of all the Condominium Units, as aforesaid, it is agreed to terminate said



restrictions, in whole or in part. No Unit Owner shall be liable for any breach of the provisions of this section except as such occur during such Unit Owner's ownership thereof.

#### ARTICLE IX - EASEMENTS

9.01 Statutory Easements. Declarant expressly reserves, and the Real Estate and the Condominium are expressly subject to, the easements provided for by Sections 1602-114 (easement for encroachments), 1602-115 (easement for use for sale purposes) and 1602-116 (easement to facilitate completion, conversion and expansion) of the Act, and the express easements set forth herein supplement such statutory easements and are not in lieu thereof.

9.02 Easement to Construct and to Dedicate Improvements. Declarant hereby reserves for itself, its successors and assigns, and the Association, the following easements, rights and privileges:

(a) All easements, whether general or specific, shown on the Plats and Plans, and in the recorded subdivision plan relating to the development of the Real Estate;

(b) An easement for the construction, installation, repair, inspection, alteration and maintenance of surface and subsurface utilities and utility facilities including, without limitation, electrical, telecommunications, cable television, water, sewer and similar facilities to serve the Condominium and all Units the Declarant reserves the right to construct hereunder, provided that such easements shall be located only in the Common Elements and in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(c) The right to grant easements through, over, across and under the Common Elements to public or private entities furnishing electric, telecommunications, cable television, public water, sanitary sewer, storm sewer, natural gas or other utility services, whether such services are being provided to this Condominium or to other property, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(d) The right to dedicate or offer for dedication to the City of Portland or other appropriate municipal or quasi-governmental entity (i) all roads (and related road rights-of-way) constructed within the Condominium pursuant to the Plan, (ii) all drainage easements and other easements necessary or appropriate to provide access to and from any stormwater management facilities or other Common Elements, and (iii) any other facilities, arrangements, agreements or easements in or with regard to the Common Elements required or that may hereafter be required to be dedicated or

offered for dedication to, or for use by, the public, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(e) An easement in favor of the appropriate utility companies for such services as are desirable or necessary to adequately serve the Real Estate and all appurtenances thereto; including (by way of illustration and not limitation) the right to install, lay, maintain, repair, relocate and replace water mains and pipes, steam lines, gas mains and pipes, sewer and drain lines, telephone and other communication wires, cables and equipment, electrical wires and conduits and association equipment, over, under, through, in, along and on the Real Estate (including, without limitation, one or more Units therein, but only in the location existing at the time the Unit is first conveyed to a purchaser other than the Declarant and provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration); and

(f) The right to grant such easements over, under and through the Common Elements (including the Limited Common Elements) as shall be reasonably necessary to facilitate ingress and egress rights between the Condominium and any parking facility that may be located on the adjacent property that is utilized for vehicular parking by any Unit Owners, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration.

9.03 Easement for Proper Maintenance and Operation of the Condominium. The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Declarant, the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements), and in connection therewith, the Declarant and the Association may grant easements, licenses or permits over the Common Elements for utilities, roads or other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium, provided that such easements shall not be located or exercised in a manner that shall interfere with the use of the Units as contemplated by this Declaration.

9.04 Easement for Inspection and Abatement. The Declarant and the Association, and their officers and agents, shall have the right and easement to have access to each Unit at reasonable times and upon reasonable notice in order to inspect, maintain, repair or replace any Common Elements therein or accessible therefrom, or to inspect for or abate any violation of the Condominium Documents. The rights and easements reserved under this Section 9.04 shall be exercised in a manner that shall not interfere with the use of the Units contemplated by this Declaration.

9.05 No Obstruction. No Unit Owner shall conduct any activities on or about his Unit or the Common Elements, or construct or place on his Unit or on any Common Elements any building, structure or obstruction which may interfere with or obstruct the Declarant's, the Association's or any other persons' right of use or enjoyment of the Common Elements or any of the easements affecting the Condominium or any part thereof.

9.06 Easement for Encroachments. If any part of the Common Elements now or hereafter encroaches on any Unit, or if any Unit hereafter encroaches upon any Common Elements (other than as a result of the intentional or negligent act or omission of a Unit Owner other than the Declarant), a valid easement appurtenant for such encroachment shall exist.

9.07 Easements and other Matters of Record. The Condominium is on the date hereof subject to those recorded easements and other matters of record identified on Exhibit "B" attached hereto and made a part hereof, and to those other easements, notes, conditions and restrictions as are set forth herein in Exhibit A attached hereto, on the Plats and Plans, or on the approved and recorded subdivision of the Real Estate. In addition to such recorded easements, Declarant hereby grants to the general public a right of way pedestrian easement (including wheelchairs and similar mobility assistance equipment for the disabled) on, over and across any sidewalks located on the York Street side and High Street side of the Building for the sole purpose of ingress and egress over and across the said sidewalks abutting the said adjacent streets.

9.08 Additional Easements in favor of Units. The following easements are hereby created in favor of the designated Units:

(a) The Retail Unit(s) shall have an easement through the residential dwelling Units at reasonable times following prior notice to the residential dwelling Units Owner and to the Association except in the case of an emergency situation, for the following purposes:

(i) for installing, maintaining, repairing, upgrading and replacing any systems and other facilities such as, by way of example and not by way of limitation, the various HVAC Systems and other ducts and chutes, serving the Retail Unit(s), as applicable, that extend from the Retail Unit(s) into the residential dwelling Units; and

(ii) for access to the roof for the purpose of installing, maintaining, repairing, upgrading and replacing the heating, ventilation and air conditioning systems and such other equipment and mechanical systems located on said roof and serving the Retail Unit(s); and

(b) The residential dwelling Units shall have an easement for access to the street level or below through the Retail Unit(s) at reasonable times following prior notice to the Retail Unit Owner(s) (except in the case of an emergency situation) for the purpose of installing, maintaining, repairing, upgrading and replacing utility lines facility systems, and such other equipment and mechanical systems located on said street level or below and serving the residential dwelling Units; and

(c) Each Unit Owner, and the clients, customers, guests, employees, tenants, subtenants, invitees, agents, contractors and licensees of the Unit Owners shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exits, corridors and other paved Common Elements on the Real Estate as a means of ingress, egress and regress to and from the Condominium and the adjacent parking areas and public streets. The Executive Board shall not and cannot establish any rules and regulations depriving any Owner of reasonable ingress, egress and regress to and from Condominium and the adjoining public streets.

#### ARTICLE X - SPECIAL DECLARANT RIGHTS

10.01 Reservation of Special Declarant Rights. Declarant hereby reserves for itself, and any successor Declarant, the following rights:

(a) While Declarant owns any Units, the right to maintain and relocate, from time to time, one (1) or more (but not more than two (2) at any one time) construction, management, and/or sales offices (without limitation as to size or location, so long as such is not located in or within a Unit no longer owned by Declarant);

(b) The right to maintain signs on Units owned by the Declarant and on the Common Elements advertising Units owned by the Declarant for sale or lease, and such other signs, including directional signs, as the Declarant may desire to place on its Units or on the Common Elements in connection with the marketing and/or sale of Units and the construction of Units and other Improvements on the Condominium, or to provide traffic direction or to announce the name of the Condominium, or for such other purposes as Declarant may determine;

(c) The right to complete all Common Elements and Units planned or contemplated for construction within the Condominium;

(d) The right to relocate boundaries between Units owned by the Declarant, and the right to relocate the boundaries between Units and Common Elements, together with the right to prepare, execute and record such amendments to this Declaration and the Plats and Plans as may be necessary to show the altered boundaries, to the fullest extent permitted by the Act;

(e) The right to appoint, remove and replace officers and Directors of the Association during the Declarant Control Period, to the fullest extent permitted hereunder and by the Act;

(f) All restrictions and easements described in Article VII and Article VIII of this Declaration, to the extent such restrictions and easements are stated to be for the benefit of the Declarant;

(g) All other reserved rights of Declarant contained in this Declaration or any of the other Condominium Documents; and

(h) The right to transfer, in the manner set forth in the Act, any or all of the Special Declarant Rights reserved unto the Declarant herein.

The time limit for Declarant's exercise of any of the foregoing Special Declarant Rights shall terminate upon the earlier of ten (10) years from the recordation of this Declaration of such time as the Declarant no longer owns a Unit.

10.02 Models; Sales Offices, Etc. While Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices and to maintain on or about the Common Elements such construction offices, construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Condominium and the construction of Units and Common Elements.

10.03 Anti-Speculation / Right of First Refusal. In the event that any Unit owner intends to sell his or her residential dwelling Unit prior to the earlier to occur of: (i) Declarant selling all of the residential dwelling Units initially owned by the Declarant or (ii) December 31, 2018, the Buyer shall offer to sell to the Declarant, and the Declarant shall have the right to purchase, the Unit at the same price at which the said Unit owner purchased the Unit from the Declarant, in the same condition in which the Unit was purchased, including all fixtures and options therein. The Declarant shall have thirty (30) days to accept such offer with closing to occur thirty (30) days after the Declarant's acceptance of such offer. If the Declarant declines to accept such offer or issues a waiver of the Declarant's right of first refusal in the instance of the proposed sale, the Unit owner shall not have the right to sell the Unit at a price lower than the price originally offered to the Declarant for a period of ninety (90) days thereafter without reoffering to the Declarant at the reduced price with the same procedure as set forth above. Time is of the essence and a material provision of this right of first refusal. Nothing in the Section 10.03 shall impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default, which deed identifies the circumstances classifying it as such a deed, or to dispose of, advertise, sell or lease a Unit acquired under the procedures set forth in this sentence, and any such foreclosure or deed shall convey title free and clear of any such

right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

10.04 Execution of Supplemental Declarations. The Declarant shall have the right, without the consent, approval or joinder of the Association or the other Unit Owners, to make, execute and record supplemental declarations, and make such amendments to the Plats and Plans, as may be necessary in order to exercise any of the Special Declarant Rights reserved to the Declarant herein, to the fullest extent permitted by the Act.

## ARTICLE XI - COMPLIANCE AND ENFORCEMENT

11.01 Compliance and Breach. The Board shall have the authority to exercise any and all remedies provided in this Declaration, or as otherwise may be provided by law, to enforce compliance with or remedy any violation of this Declaration, including the right to bring a suit at law or in equity to compel compliance with this Declaration, to restrain or abate any violation of this Declaration, or to recover damages for such violation. The Association shall be entitled to recover the reasonable costs of enforcement, including attorney's fees, from any Unit Owner or other person violating this Declaration or the Regulations. For purposes hereof, violation of any Regulations or Bylaws adopted by the Association shall be considered a violation of this Declaration.

### 11.02 Enforcement by Unit Owners; Procedures.

(a) The Association shall have the right and authority to enforce all provisions of this Declaration, including without limitation the covenants in this Declaration relating to the payment of Assessments by Unit Owners.

(b) If the Board (or a committee thereof, as the case may be), approves the construction, alteration or modification of any structure or improvement hereunder, such decision shall be final, binding and conclusive on all Unit Owners, and no Unit Owner shall have the right to bring any action at law or in equity to contest such approval or to compel the removal, modification or alteration of any structure or improvement built, made or altered in accordance with the terms of such approval.

(c) No Unit Owner shall have the right to bring any action at law or in equity to enforce any of the other terms, covenants, restrictions or provisions of this Declaration, or of the Bylaws or the Regulations, unless such Unit Owner shall have first complied with the procedures in Section 11.03 hereof, provided that this provision shall not preclude a Unit Owner from commencing an action if necessary in order to toll any statute of limitations pending compliance with the procedures set forth in Section 11.03 hereof.

### 11.03 Grievance Procedure.

(a) If any Unit Owner alleges that one or more other Unit Owners or occupants of any Unit have violated or are violating the Condominium Documents (other than the use restrictions set forth in Section 8.01), before commencing any action relating thereto such Unit Owner shall first give written notice thereof to the Board and the affected Unit Owner(s) specifying with reasonable particularity the name and address of the alleged violator and the nature of the activities constituting a violation of the Condominium Documents. Notwithstanding the preceding, nothing herein shall be deemed to (i) preclude a Unit Owner from commencing an action prior to compliance with the grievance procedures set forth herein if reasonably necessary in order to toll any applicable statute of limitations, provided that the Unit Owner bringing such action promptly thereafter complies with the procedures set forth herein or (ii) preclude a Unit Owner from commencing an action without compliance with the grievance procedures set forth herein if such action relates to or arising out of an alleged violation of the use restrictions set forth in Section 8.01.

(b) Within forty-five (45) days after the receipt of such notice, the Board, or a Committee of the Board, shall hold a hearing with respect to such complaint. Notice of the time, date and place of such hearing shall be given to the complainant and the person or persons against whom such complaint is made. Within fifteen (15) days after the date of such hearing, the Board or a Committee thereof, as the case may be, shall render a decision as to whether or not the actions complained of constituted a violation of the Condominium Documents and, if a violation has been determined to exist, a determination of what, if any, relief or remedies the Board deems appropriate under the circumstances. The Board shall have the authority from time to time to promulgate Regulations relating to the procedure to be followed in cases where a Unit Owner complains of the acts or omissions of other Unit Owners or occupants, and to govern procedures that shall apply at any hearing or hearings. If deemed necessary by the Board, any hearing with respect to an alleged violation of the Condominium Documents may be continued from time to time until the Executive Board has obtained all information and/or testimony necessary in order to render its decision.

(c) In all hearings before the Board or any Committee thereof, all parties are entitled to be represented by legal counsel of their choice. The Board or an applicable committee of the Board shall determine all matters of procedure with respect to hearings before the Board under this Section 11.03, and shall not be bound by the formal rules of evidence.

(d) In connection with any claim at law or in equity by one or more Unit Owners against one or more other Unit Owner(s) or occupants of any Unit alleging any violation hereof, the Association, to the extent not otherwise prohibited by law, shall have right to intervene in such proceedings if deemed to be in the best interests of the Association, including without limitation any proceeding calling into

question the validity, enforceability or interpretation of any covenants, restrictions or provisions of the Condominium Documents.

11.04 Remedies Cumulative; No Waiver. All rights and remedies provided for herein, or as otherwise may be available at law or in equity, shall be cumulative and may be pursued individually, together, at one time or from time to time, as the Board of the Association deems appropriate in its sole discretion. No delay or forbearance in the enforcement of any provisions of this Declaration shall be construed as or constitute a waiver of the right to do so. Neither the Association nor any Unit Owner shall be deemed to have waived any right of enforcement or any breach or default of the provisions of this Declaration on the part of any Unit Owner or occupant unless such waiver shall be in writing, and then only to the extent expressly set forth in such writing.

11.05 Costs and Attorney's Fees. In any action at law or in equity by the Association to enforce the Condominium Documents, the Association shall have the right to recover all costs and expenses and including reasonable attorney's fees (before trial, at trial and on appeal) incurred by it in enforcing or attempting to enforce the Condominium Documents, and such amounts may be assessed against the Unit Owner and shall constitute a lien on his Unit as provided herein.

11.06 Alternative Dispute Resolution - Mediation and Binding Arbitration. In recognition of the high cost and delays of litigation in state and federal courts, all Parties (as hereinafter defined) to a Covered Claim (as hereinafter defined) shall be obligated to comply with the following procedures:

(a) Mediation. Upon notice given by any Party (whether before or after any arbitration or other legal proceedings are commenced), all Covered Parties shall submit to non-binding mediation before a single mediator selected pursuant to the applicable mediation rules of the American Arbitration Association ("AAA"), or such other rules or procedures as the parties may mutually agree. The mediation shall be held in Portland, Maine, at a neutral location approved by the Parties or, if they are unable to agree within a reasonable time, as selected by the mediator. In such mediation, the Parties shall endeavor in good faith to mediate and settle such Covered Claim. The expenses of the mediation, including the fees of the mediator and the costs (if any) of the facility at which the mediation is held, shall be borne equally by the Parties. Each Party shall bear its own costs and attorney's fees incurred in attending and participating in the mediation.

(b) Arbitration. If the Parties are unable to resolve and settle all Covered Claims through mediation as provided above, then such Covered Claim shall be submitted to binding arbitration in accordance with the rules of AAA, before a single arbitrator, selected and appointed in accordance with the rules of AAA, or such other rules or procedures as the parties may mutually agree. The decision of the arbitrator shall be binding, final and conclusive, shall be unappealable (except as permitted by



law) and may be entered as a final judgment in any court of competent jurisdiction, and shall be enforceable as such. All expenses of the arbitration, including the fees of the arbitrators, shall be borne equally by the Parties unless the arbitrator's award or impose such costs in some other manner by unanimous agreement. The obligation to arbitrate Covered Claims shall be an absolute bar to the bringing of any action, suit or other proceeding in any state or federal court otherwise having jurisdiction thereof.

(c) Covered Claims. Claims subject to mediation and binding arbitration pursuant to this Declaration ("Covered Claims") shall include all claims, actions, causes of action, suits, counterclaims and disputes to which two (2) or more Parties are parties (whether or not persons or entities other than Parties are also parties), whether arising in contract, in tort (except for such tort claims as are covered by insurance), by statute or otherwise, and that arise directly or indirectly out of the following (unless the same constitute Excluded Claims):

(i) Any claim against the Declarant or any Affiliate of the Declarant by the Association (or any member thereof), by any one or more Unit Owners on behalf of themselves or on behalf of or in the right of the Association, the Executive Board (or any member thereof) and/or any other person claiming by, through or under the Association or any Unit Owner, arising directly or indirectly out of (A) any defect or alleged defect in the Units and/or Common Elements, (B) any breach or alleged breach of any statutory, express or implied warranty relating to the Common Elements, Units and/or the Condominium generally, (C) any violation or alleged violation of law (including without limitation the Act) on the part of the Declarant, or any Affiliate of the Declarant, in any way related to or arising out of the creation, organization, development, construction and sale of the Condominium and/or the organization, operation or finances of the Association, or (D) any alleged breach by the Declarant of any of its obligations under this Declaration or the other Condominium Documents;

(ii) Any claim, directly or indirectly, arising out of any act or omission or alleged act or omission on the part of the Executive Board (or any member thereof) any committee of the Executive Board (or any member thereof), or any officer of the Association, including any claim arising out of any alleged violation of this Declaration or breach of duty, but excluding any claim for unemployment compensation, workers' compensation, employment benefits or other statutory benefits of any kind;

(iii) Any claim for indemnity and/or advancement of expenses by a current or former member of the Executive Board, current or former officer of the Association or other person claiming such entitlement pursuant to the terms of this Declaration, the Act or other applicable law, as a result of any action, suit or proceeding to which he is a party or threatened to be made a party, by reason of having acted or served as a member of the Executive Board, officer or agent of the Association, or in any other capacity, and any claim by a Unit Owner against the Association or the Executive Board (or any present or former member thereof), in either

case arising out of or in any way related to the Condominium Documents or the Condominium; and

(iv) Except as provided below, any claim by the Association or the Executive Board against a Unit Owner, or a resident or tenant of a Unit, and any claim by one or more Unit Owners, tenants or residents of the Condominium against the Association, the Executive Board (or any member thereof), or any officer or agent of the Association, arising out of any violation or alleged violation of the Act or the Condominium Documents, or any other matter related to the operation, management, maintenance, repair or replacement of the Association, Condominium, the Units or the Common Elements.

(d) Excluded Claims. Notwithstanding the preceding, the following claims, actions, disputes, suits and proceedings ("Excluded Claims") shall not be subject to mandatory mediation and binding arbitration:

(i) Unless the Executive Board so elects, in its sole and exclusive discretion, any suit or action by or on behalf of the Association or the Executive Board to collect Common Expense Assessments from a Unit Owner (including but not limited to, the Declarant), and/or interest, late charges, costs of collection and attorney's fees associated therewith, and any proceedings to foreclose or realize on the Association's lien for such Assessments;

(ii) Any equitable claim by the Association against a Unit Owner or any tenant or resident of the Condominium to restrain or abate a violation or continued violation of the Condominium Documents, to compel compliance with the Condominium Documents, or to abate any nuisance allegedly committed by such person, and to collect costs of suit and reasonable attorney's fees in connection therewith; provided that any claim for monetary damages arising out of such matter shall be subject to mediation and binding arbitration as a Covered Claim;

(iii) Any claim against the Association or the Executive Board, or any member or former member thereof, to the extent that the terms of any insurance policy maintained by the Association or the Executive Board that would otherwise cover all or a part of any liability on such claim would or may, in the judgment of the Executive Board, cause such coverage to be unavailable or limited by reason of the fact that such claim were required to be submitted to mediation or arbitration as provided hereby;

(iv) Any dispute or claim between the Declarant (and/or an Affiliate of the Declarant) and a person who has signed a contract to purchase a Unit or who has purchased a Unit from the Declarant to the extent that the written agreement between the Declarant and such purchaser expressly makes such dispute or claim subject to a different means of dispute resolution and such alternative means of dispute resolution applies to the dispute or claim; and

(v) Any claims between Unit Owners, or claims between a Unit Owner and his or her tenant, other than claims arising out of an alleged violation of the Condominium Documents, unless the Association, the Executive Board (or any committee or member or former member thereof) and/or a present or former officer or agent of the Association or Executive Board is or are named or added as parties to such claim, suit or proceeding.

(e) Party(ies). A Party means, as the case may be, the Association, the Declarant, any Affiliate of the Declarant, any Unit Owner, any resident or tenant of the Condominium, the Executive Board (and each individual former and present member thereof), any committee of the Executive Board (and each individual former and present member thereof), and any Eligible Mortgage Holder.

(f) Affiliate. With respect to the Declarant, (i) any general partner or limited partner thereof, and their respective officers, directors, agents, managers, partners, members and shareholders, (ii) any company or entity directly or indirectly controlled by or under common control with, the Declarant or any person described in clause (i), and , (iii) any company or entity of which the Declarant, or any person described in clauses (i) and/or (ii), alone or in combination with one or more other such persons, owns a controlling interest.

## ARTICLE XII - MISCELLANEOUS

12.01 Assignment of Declarant's Rights and Obligations. The Declarant or any successor Declarant shall have the right, in its sole discretion, to assign its rights, privileges and obligations hereunder to a successor by a written instrument executed by the Declarant and such successor, in compliance with the Act.

12.02 Amendment - Generally. Subject to the other provisions of this Declaration and the Act, this Declaration may be amended in the following manner:

(a) Any amendment to this Declaration may be proposed by the Declarant, the Board or by Unit Owners entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes which all Unit Owners are entitled to cast. The manner of proposing any amendments to this Declaration and giving notice to Unit Owners shall be as set forth in the Bylaws.

(b) Except as otherwise provided herein or in the Act, the Declaration may be amended only with the affirmative vote or agreement of Unit Owners entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Unit Owners are entitled to cast.

(c) No amendment to this Declaration shall make any change that would in any way alter, modify or affect any of the rights, easements or privileges of

the Declarant, including Special Declarant Rights, without the consent of the Declarant, and no amendment that affects the particularized rights that are unique to a particular Unit shall be effective without the prior written consent of the Unit Owner of such Unit, regardless of whether such Unit Owner is in good standing.

(d) Each amendment to the Declaration shall be recorded and is effective upon recording.

(e) No Person may bring any action challenging any amendment to this Declaration more than one (1) year after the amendment is recorded.

(f) Notwithstanding Sections 12.02(a) or 12.02(b) to the contrary, no proposed amendment to this Declaration purporting to change, but only as it affects the Retail Unit(s), Sections 4.03; 5.03; 5.04; 8.01(a); 8.03(a)(ii); 9.08; or this 12.02(f) will be effective without the affirmative vote or agreement of Unit Owners entitled to cast at least ninety-five percent (95%) of the votes that all Unit Owners are entitled to cast.

12.03 Amendments by Declarant or Association. The Declarant or the Association, as the case may be, may amend this Declaration without the approval of the Unit Owners, and make any corresponding amendment or correction to the Plats and Plans, for any reason for which such amendments are permitted without approval of the Unit Owners by the Act including, without limitation, any Supplemental Declarations that may be prepared and recorded by the Declarant in connection with the exercise of any Special Declarant Rights hereunder.

12.04 Corrective Amendments. If any amendment to the Declaration is necessary in the judgment of the Association to cure any ambiguity, or to correct or supplement any provision of this Declaration that is defective, missing or inconsistent with any other provision of this Declaration or with the Act, then the Association may, from time to time, effect appropriate corrective amendments without the approval of the Unit Owners provided that the Association receives an opinion from independent legal counsel to the Association to the effect that such proposed amendment is permitted by the terms of this Section.

12.05 Unit Owner Consent Required on Certain Matters. Notwithstanding anything to the contrary contained in this Declaration or in the Bylaws, no actions or decisions of the other Unit Owners acting in concert and/or actions or decisions of the Executive Board relating to the operation or management of the Condominium or any other aspects of the Condominium, and no amendments to this Declaration or to the Bylaws, that a commercially reasonable operator of a similar business establishment would determine would adversely affect or impair the operation of the Retail Unit(s) for the purposes contemplated by the Condominium Documents shall be effective without the express written consent of the Retail Unit Owner affected.

12.06 Severability. If any provisions of this Declaration are determined by a court to be invalid or unenforceable, such invalid or unenforceable provisions of this Declaration shall be deemed stricken therefrom and shall not affect the validity or enforceability of any other provisions of this Declaration. In the event that any provisions of this Declaration are unenforceable or invalid as written, but may be reformed so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant as specified herein, it is the intent of the Declarant that any court interpreting such provisions shall to the extent permitted by law, reform the same so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant expressed therein.

12.07 Governing Law; Incorporation of Condominium Act. This Declaration shall be governed and construed in accordance with laws of the State of Maine. All applicable provisions of the Act not already expressed herein are deemed incorporated herein by this reference.

12.08 Covenants, Restrictions and Easements Running with the Land. This Declaration, and all covenants, restrictions and easements set forth herein, shall constitute covenants, restrictions and easements running with the Real Estate, in perpetuity (except as otherwise provided herein), whether or not any deed conveying a Unit shall expressly refer to this Declaration, and all such covenants, restrictions and easements, shall, except as otherwise expressly provided herein, be binding and benefit the Declarant, all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

**(Signatures on next page)**

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

WITNESS:

DECLARANT:

101 YORK STREET, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Vincent P. Veroneau  
Its Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND

\_\_\_\_\_, 2017

Then personally appeared before me the above-named Vincent P. Veroneau, Manager of 101 York Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of 101 York Street, LLC.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

A certain parcel of land situated on the northeasterly side of High Street and on the westerly side of York Street in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of High Street and the westerly sideline of York Street as shown on a plat entitled [INSERT PROPERTY DESCRIPTION]..... .

EXHIBIT "B"

LIST OF TITLE EXCEPTIONS

1. [TBD from Plat, Plans, Title and the Deed conveying the parking garage property to J.B .Brown & Sons]



EXHIBIT "C"

PLATS AND PLANS

See "Condominium Plat of the York & High Condominium" prepared by Opechee Construction Company, dated \_\_\_\_\_, 2017, as revised through \_\_\_\_\_, 2017, consisting of Sheet 1 of 1, and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_\_, and the Condominium Plan of the York & High Condominium" prepared by Opechee Construction Company, dated \_\_\_\_\_, 2017, consisting of Sheet 1 of \_ through Sheet \_\_ of \_\_, and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, inclusive.

Reduced copies of the aforesaid Condominium Plat and the Condominium Plans are attached to this Exhibit C.

EXHIBIT "D"  
(Applicable to all Units)

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,  
COMMON EXPENSE LIABILITY AND VOTES

<b>Unit Number</b>	<b>Square Footage</b>	<b>Percentage Interest</b>	<b>Common Expense Liability</b>	<b>Allocated Votes</b>
Retail Unit	16000	18.48%	18.48%	184
Unit 201	1286	1.49%	1.49%	15
Unit 202	767	0.89%	0.89%	9
Unit 203	1216	1.40%	1.40%	14
Unit 204	967	1.12%	1.12%	11
Unit 206	772	0.89%	0.89%	9
Unit 207	756	0.87%	0.87%	9
Unit 208	1164	1.34%	1.34%	14
Unit 209	1164	1.34%	1.34%	14
Unit 210	1187	1.37%	1.37%	14
Unit 211	1185	1.37%	1.37%	14
Unit 212	1185	1.37%	1.37%	14
Unit 213	1185	1.37%	1.37%	14
Unit 214	1185	1.37%	1.37%	14
Unit 215	1511	1.75%	1.75%	18
Unit 216	1190	1.37%	1.37%	14
Unit 301	1286	1.49%	1.49%	15
Unit 302	767	0.89%	0.89%	9
Unit 303	1216	1.40%	1.40%	14
Unit 304	967	1.12%	1.12%	11
Unit 305	1240	1.43%	1.43%	14
Unit 306	772	0.89%	0.89%	9
Unit 307	756	0.87%	0.87%	9
Unit 308	1164	1.34%	1.34%	14
Unit 309	1164	1.34%	1.34%	14
Unit 310	1187	1.37%	1.37%	14
Unit 311	1185	1.37%	1.37%	14
Unit 312	1185	1.37%	1.37%	14
Unit 313	1185	1.37%	1.37%	14
Unit 314	1185	1.37%	1.37%	14
Unit 315	1511	1.75%	1.75%	18
Unit 316	1190	1.37%	1.37%	14
Unit 401	1286	1.49%	1.49%	14
Unit 402	767	0.89%	0.89%	9
Unit 403	1216	1.40%	1.40%	14

Unit 404	967	1.12%	1.12%	11
Unit 405	1240	1.43%	1.43%	14
Unit 406	772	0.89%	0.89%	9
Unit 407	756	0.87%	0.87%	9
Unit 408	1164	1.34%	1.34%	14
Unit 409	1164	1.34%	1.34%	14
Unit 410	1187	1.37%	1.37%	14
Unit 411	1185	1.37%	1.37%	14
Unit 412	1185	1.37%	1.37%	14
Unit 413	1185	1.37%	1.37%	14
Unit 415	1185	1.37%	1.37%	14
Unit 416	1511	1.75%	1.75%	18
Unit 501	1286	1.49%	1.49%	15
Unit 502	767	0.89%	0.89%	9
Unit 503	1216	1.40%	1.40%	14
Unit 504	967	1.12%	1.12%	11
Unit 505	1240	1.43%	1.43%	14
Unit 506	772	0.89%	0.89%	9
Unit 507	756	0.87%	0.87%	9
Unit 508	1164	1.34%	1.34%	14
Unit 509	1164	1.34%	1.34%	14
Unit 510	1187	1.37%	1.37%	14
Unit 511	1185	1.37%	1.37%	14
Unit 512	1185	1.37%	1.37%	14
Unit 513	1185	1.37%	1.37%	14
Unit 514	1185	1.37%	1.37%	14
Unit 515	1511	1.75%	1.75%	18
Unit 516	1190	1.37%	1.37%	15
<b>Total</b>	<b>86,600</b>	<b>100.0%</b>	<b>100.0%</b>	<b>1,000</b>

The Percentage Interest and Common Expense Liability appurtenant to each respective Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective Unit by the aggregate "sizes" of all the Units in the Condominium (86,600 square feet). The "size" of each Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of Units of the same type may vary from Unit to Unit, but the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each respective Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Unit by the aggregate "sizes" of all the Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.

EXHIBIT "D-1"  
(Applicable Only to Retail Unit(s))

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,  
FOR RETAIL UNIT COMMON EXPENSE LIABILITY AND VOTES<sup>1</sup>

<b>Unit Number</b>	<b>Square Footage</b>	<b>Percentage Interest</b>	<b>Common Expense Liability</b>	<b>Allocated Votes Solely For Retail Unit Common Expenses</b>
Retail Unit	16000	100.0%	100.0%	1,000
<b>Total</b>	<b>16000</b>	<b>100.0%</b>	<b>100.0%</b>	<b>1,000</b>

The Percentage Interest and Common Expense Liability appurtenant to each Retail Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective Retail Unit by the aggregate "sizes" of all the Retail Units in the Condominium (16,000 square feet). The "size" of each Retail Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of Retail Units of the same type may vary from Unit to Unit, but the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each respective Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Retail Unit(s) by the aggregate "sizes" of all the Retail Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.

<sup>1</sup> The use of Exhibit D-1 is solely for the determination allocated votes for the approval of the "D-1 Budget" and the common expense liability and allocated votes for decisions relating to the D-1 Budget items and the payment therefor.

EXHIBIT "D-2"  
(Applicable Only to Residential Dwelling Units)

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,  
FOR RESIDENTIAL UNIT COMMON EXPENSE LIABILITY AND VOTES <sup>2</sup>

Unit Number	Square Footage	Percentage Interest	Common Expense Liability Solely For Residential Units Common Expenses	Allocated Votes Solely For Residential Units Common Expenses
Unit 201	1286	1.82%	1.82%	18.2
Unit 202	767	1.09%	1.09%	10.9
Unit 203	1216	1.72%	1.72%	17.2
Unit 204	967	1.37%	1.37%	13.7
Unit 206	772	1.09%	1.09%	10.9
Unit 207	756	1.07%	1.07%	10.7
Unit 208	1164	1.65%	1.65%	16.5
Unit 209	1164	1.65%	1.65%	16.5
Unit 210	1187	1.68%	1.68%	16.8
Unit 211	1185	1.68%	1.68%	16.8
Unit 212	1185	1.68%	1.68%	16.8
Unit 213	1185	1.68%	1.68%	16.8
Unit 214	1185	1.68%	1.68%	16.8
Unit 215	1511	2.14%	2.14%	21.4
Unit 216	1190	1.68%	1.68%	16.8
Unit 301	1286	1.82%	1.82%	18.2
Unit 302	767	1.09%	1.09%	10.9
Unit 303	1216	1.72%	1.72%	17.2
Unit 304	967	1.37%	1.37%	13.7
Unit 305	1240	1.76%	1.76%	17.6
Unit 306	772	1.09%	1.09%	10.9
Unit 307	756	1.07%	1.07%	10.9
Unit 308	1164	1.65%	1.65%	16.5
Unit 309	1164	1.65%	1.65%	16.5
Unit 310	1187	1.68%	1.68%	16.8
Unit 311	1185	1.68%	1.68%	16.8
Unit 312	1185	1.68%	1.68%	16.8

<sup>2</sup> The use of Exhibit D-2 is solely for the determination allocated votes for the approval of the "D-2 Budget" and the common expense liability and allocated votes for decisions relating to the D-2 Budget items and the payment therefor.

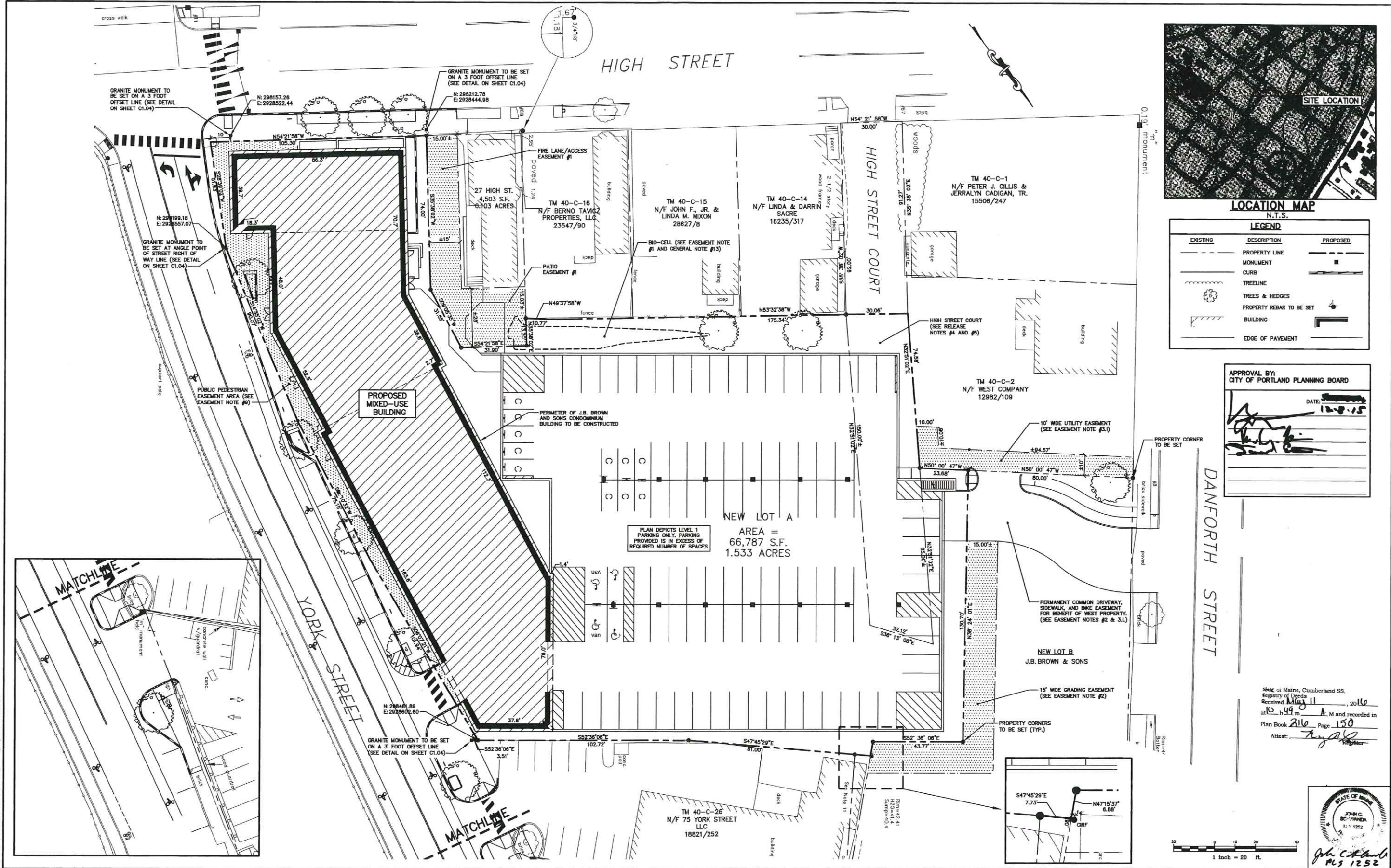
Unit 313	1185	1.68%	1.68%	16.8
Unit 314	1185	1.68%	1.68%	16.8
Unit 315	1511	2.14%	2.14%	21.4
Unit 316	1190	1.68%	1.68%	16.8
Unit 401	1286	1.82%	1.82%	18.2
Unit 402	767	1.09%	1.09%	10.9
Unit 403	1216	1.72%	1.72%	17.2
Unit 404	967	1.37%	1.37%	13.7
Unit 405	1240	1.76%	1.76%	17.6
Unit 406	772	1.09%	1.09%	10.9
Unit 407	756	1.07%	1.07%	10.9
Unit 408	1164	1.65%	1.65%	16.5
Unit 409	1164	1.65%	1.65%	16.5
Unit 410	1187	1.68%	1.68%	16.8
Unit 411	1185	1.68%	1.68%	16.8
Unit 412	1185	1.68%	1.68%	16.8
Unit 413	1185	1.68%	1.68%	16.8
Unit 414	1185	1.68%	1.68%	16.8
Unit 415	1511	2.14%	2.14%	21.4
Unit 416	1190	1.68%	1.68%	16.8
Unit 501	1286	1.82%	1.82%	18.2
Unit 502	767	1.09%	1.09%	10.9
Unit 503	1216	1.72%	1.72%	17.2
Unit 504	967	1.37%	1.37%	13.7
Unit 505	1240	1.76%	1.76%	17.6
Unit 506	772	1.09%	1.09%	10.9
Unit 507	756	1.07%	1.07%	10.9
Unit 508	1164	1.65%	1.65%	16.5
Unit 509	1164	1.65%	1.65%	16.5
Unit 510	1187	1.68%	1.68%	16.8
Unit 511	1185	1.68%	1.68%	16.8
Unit 512	1185	1.68%	1.68%	16.8
Unit 513	1185	1.68%	1.68%	16.8
Unit 514	1185	1.68%	1.68%	16.8
Unit 515	1511	2.14%	2.14%	21.4
Unit 516	1190	1.68%	1.68%	16.8
<b>Total</b>	<b>70600</b>	<b>100.0%</b>	<b>100.0%</b>	<b>1,000</b>

The Percentage Interest and Common Expense Liability appurtenant to each respective residential dwelling Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective residential dwelling Unit by the aggregate "sizes" of all the residential dwelling Units in the Condominium (70,600 square feet). The "size" of each residential dwelling Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of residential dwelling Units of the same type may vary from Unit to Unit, but

the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each residential dwelling Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Unit by the aggregate "sizes" of all the residential dwelling Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.







**LOCATION MAP**  
N.T.S.

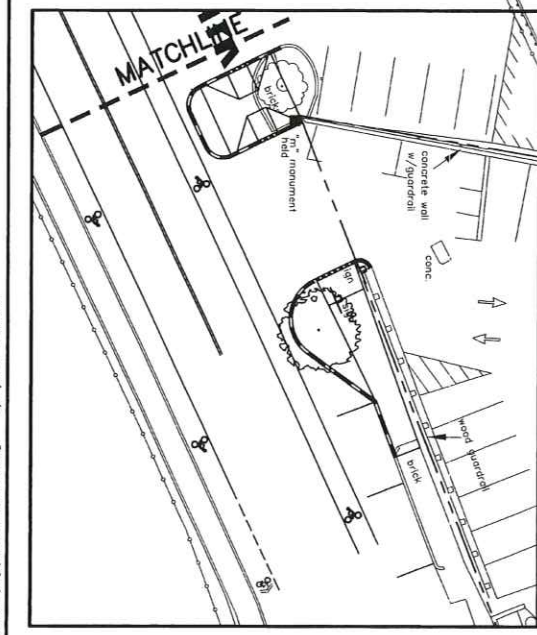
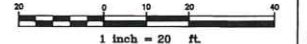
EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY LINE	---
■	MONUMENT	■
---	CURB	---
~	TREELINE	~
⊗	TREES & HEDGES	⊗
⊙	PROPERTY REBAR TO BE SET	⊙
▭	BUILDING	▭
---	EDGE OF PAVEMENT	---

APPROVAL BY:  
CITY OF PORTLAND PLANNING BOARD

DATE: 12-8-15

*[Signature]*

State of Maine, Cumberland SS.  
Registry of Deeds  
Received 11 \_\_\_\_\_, 2016  
at 10:49 a.m. A.M. and recorded in  
Plan Book 216 Page 150  
Attest: *[Signature]*



G:\CAD WORKING\3018 - York Street\dwg\3018-SUBDIVISION.dwg 5/10/2016 11:44 AM

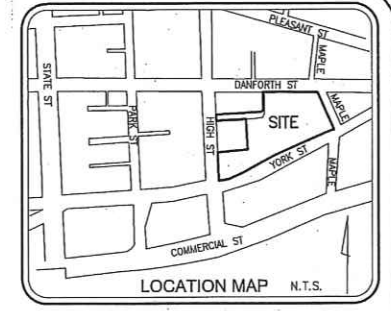
Rev.	Date	Revision
3	5/9/16	MONUMENT, MEETS & BOUNDS, LABELS
2	3/10/16	RESPONSE TO CITY COMMENTS
1	11/13/15	RESPONSE TO CITY COMMENTS

Issued For	Date	By
FINAL PLAN REVIEW	4/11/16	AMP
SITE PLAN REVIEW	8/7/15	AMP

Design: DER Draft: CG Date: JUNE 2015  
Checked: AMP Scale: 1"=20' Job No.: 3018  
File Name: 3018-SUBDIVISION.dwg  
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc. (GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.

**GORRILL PALMER**  
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www.gorrillpalmer.com  
207.772.2515

Drawing Name: **Subdivision Plan**  
Project: **York Street - Mixed Use Development**  
Portland, Maine  
Client: **Owner of Record: 101 York Street, LLC**  
36 Danforth Street, Portland, ME 04101  
DATE OF APPROVAL: **12/8/15**  
PLANNER: **Neil Donaldson**  
PROJECT NO. **2015-139**



**NOTES**

- OWNERS OF RECORD:  
TAX MAP 40 BLOCK C LOT 9  
J.B. BROWN & SONS  
P.O. BOX 207, PORTLAND, MAINE 04112  
C.C.R.D. BOOK 4842 PAGE 336, BOOK 4156 PAGE 65  
TAX MAP 40 BLOCK D LOT 5  
101 YORK STREET, LLC  
36 DANFORTH STREET, PORTLAND, MAINE 04101  
C.C.R.D. BOOK 33066, PAGE 241
- BEARINGS ARE GRID NORTH AND ELEVATIONS ARE CITY DATUM AS BASED ON MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF HIGH STREET AND NORTHWEST SIDE OF YORK STREET AND MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF STATE STREET AND NORTHWEST LINE OF YORK STREET.
- STREET LINES OF HIGH STREET, DANFORTH STREET AND MAPLE STREET ARE BASED ON MONUMENTS FOUND AS SHOWN AND TIES OFF BUILDING AT MAPLE AND YORK AS SHOWN ON CITY ENGINEERING PLANS. STREET LINE OF YORK STREET BASED ON SURVEYS BY H.J. & E.C. JORDAN - SURVEYORS.
- LINE OF LOTS 1 AND 2 AND HIGH STREET COURT BASED ON PLAN REFERENCE ONE.
- THE REAR LINE OF LOTS 14, 15, AND 16 BASED ON PLAN REFERENCE ONE AND TWO.
- THE LINES OF LOT 26 BASED ON FIELD NOTES FROM JORDAN SURVEY FOR FOX AND GINN IN JANUARY 1958.
- SEE RELEASE DEED FROM GILLIS (32989/264), RELEASE DEED FROM SACRE (32989/260), AND MUTUAL EASEMENT AGREEMENT WITH WEST (32989/268) WHICH RELEASE RIGHTS OF OTHERS IN THE EXTENSION OF HIGH STREET COURT ONTO THE PROPERTY OF J.B. BROWN & SONS.
- THE BUILDING ON LOT 38 ENCROACHES OVER THE PROPERTY LINES. PLAN REFERENCE 10 SHOWS LINES DIFFERENTLY. THE DEED TO LOT 38 CALLS FOR THE LINE TO BE 36 FEET FROM THE ORIGINAL BUILDING AT THE CORNER OF STREETS. BUILDING ADDITION IS 36.2' LONG. PROPERTY LINE OF 85.6 FEET TAKEN FROM 1956 FIELD NOTES IN PLAN REFERENCE 2.
- LOCUS FALLS IN FLOOD ZONE C, AREAS OF MINIMAL FLOODING, ON FLOOD INSURANCE RATE MAP 230051-0013B EFFECTIVE DATE JULY 17, 1986.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.
- PLAN REFERENCE 4 SHOWS LINES THAT DO NOT MATCH DEED, REFERENCES AN AGREEMENT WITH J.B. BROWN & SONS, AND REFERENCES AN EXCHANGE OF DEEDS. NO AGREEMENT DEEDS WERE FOUND.

THIS PLAN IS A REVISION OF THE PLAN RECORDED IN PLAN BOOK 216, PAGE 124

**Revised Division of Lots**  
ON  
High, Danforth, Maple & York Streets  
Portland, Cumberland County, Maine  
made for record owner  
**J.B. Brown & Sons**

**Surveyor's Certification**

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

JOHN C. SCHWANDA  
PROFESSIONAL LAND SURVEYOR NO. 1252  
IN THE STATE OF MAINE  
DATE OF PLAN: MAY 11, 2017  
REVISION DATE: JUNE 15, 2017

OHI JOB NO. 2013-194P

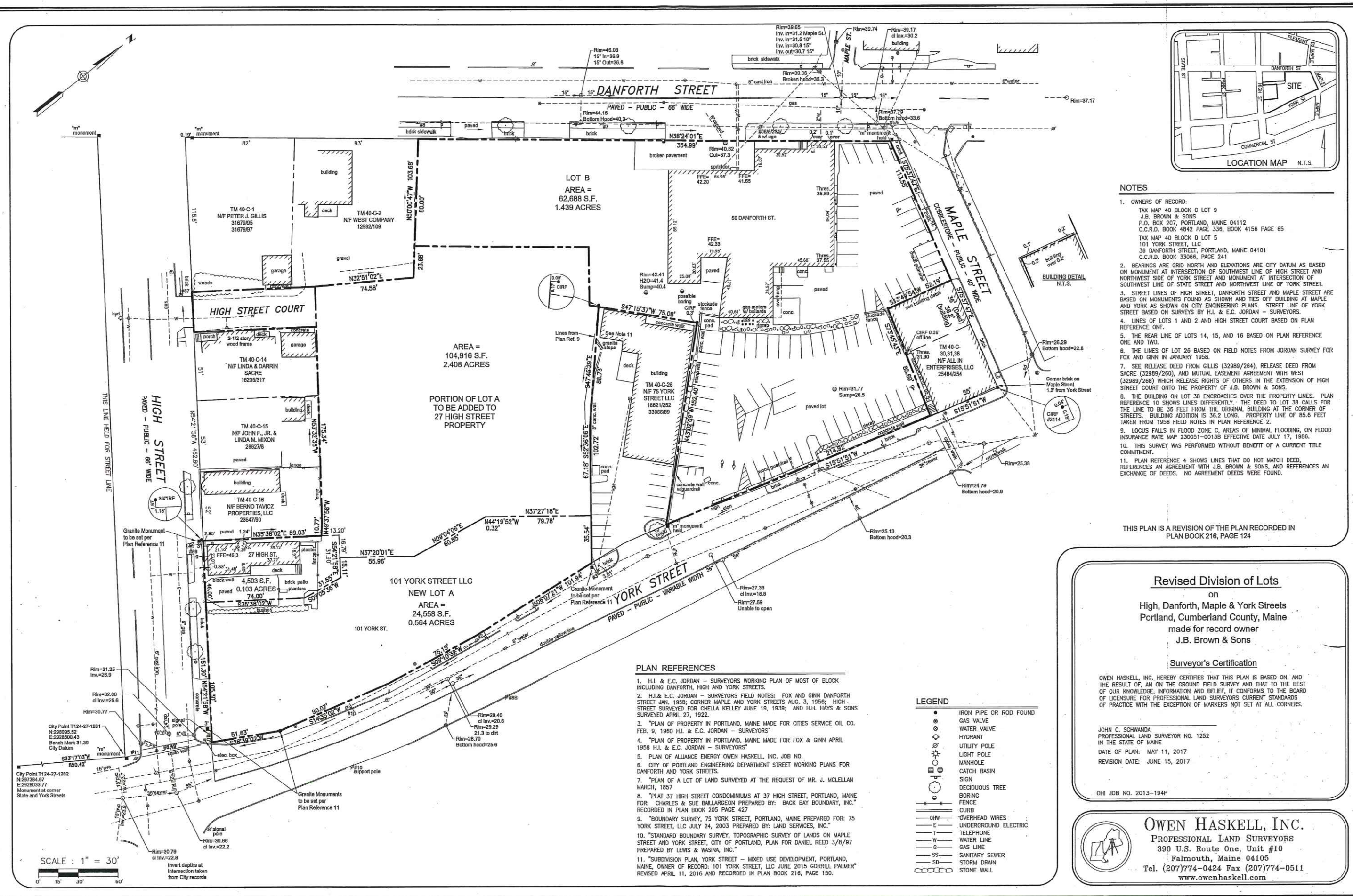
**OWEN HASKELL, INC.**  
PROFESSIONAL LAND SURVEYORS  
390 U.S. Route One, Unit #10  
Falmouth, Maine 04105  
Tel. (207)774-0424 Fax (207)774-0511  
www.owenhaskell.com

**LEGEND**

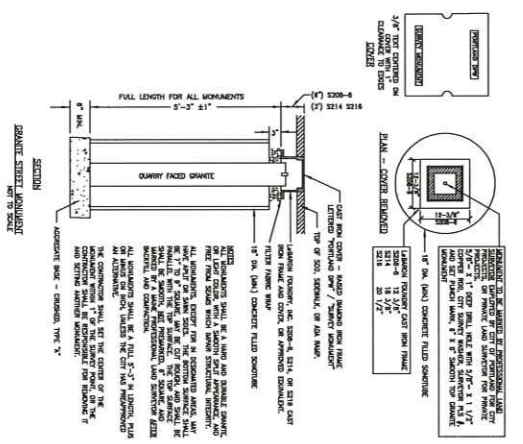
●	IRON PIPE OR ROD FOUND
○	GAS VALVE
○	WATER VALVE
○	HYDRANT
○	UTILITY POLE
○	LIGHT POLE
○	MANHOLE
○	CATCH BASIN
○	SIGN
○	DECIDUOUS TREE
○	BORING
○	FENCE
○	CURB
○	OVERHEAD WIRES
○	UNDERGROUND ELECTRIC
○	TELEPHONE
○	WATER LINE
○	GAS LINE
○	SANITARY SEWER
○	STORM DRAIN
○	STONE WALL

**PLAN REFERENCES**

- H.J. & E.C. JORDAN - SURVEYORS WORKING PLAN OF MOST OF BLOCK INCLUDING DANFORTH, HIGH AND YORK STREETS.
- H.J. & E.C. JORDAN - SURVEYORS FIELD NOTES: FOX AND GINN DANFORTH STREET JAN. 1958; CORNER MAPLE AND YORK STREETS AUG. 3, 1956; HIGH STREET SURVEYED FOR CHELLA KELLEY JUNE 19, 1939; AND H.J. HAYS & SONS SURVEYED APRIL 27, 1922.
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR CITIES SERVICE OIL CO. FEB. 9, 1960 H.J. & E.C. JORDAN - SURVEYORS"
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR FOX & GINN APRIL 1958 H.J. & E.C. JORDAN - SURVEYORS"
- PLAN OF ALLIANCE ENERGY OWEN HASKELL, INC. JOB NO.
- CITY OF PORTLAND ENGINEERING DEPARTMENT STREET WORKING PLANS FOR DANFORTH AND YORK STREETS.
- "PLAN OF A LOT OF LAND SURVEYED AT THE REQUEST OF MR. J. MCLELLAN MARCH, 1857"
- "PLAT 37 HIGH STREET CONDOMINIUMS AT 37 HIGH STREET, PORTLAND, MAINE FOR: CHARLES & SUE BALLARGEON PREPARED BY: BACK BAY BOUNDARY, INC." RECORDED IN PLAN BOOK 205 PAGE 427
- "BOUNDARY SURVEY, 75 YORK STREET, PORTLAND, MAINE PREPARED FOR: 75 YORK STREET, LLC JULY 24, 2003 PREPARED BY: LAND SERVICES, INC."
- "STANDARD BOUNDARY SURVEY, TOPOGRAPHIC SURVEY OF LANDS ON MAPLE STREET AND YORK STREET, CITY OF PORTLAND, PLAN FOR DANIEL REED 3/8/97 PREPARED BY LEWIS & WATSON, INC."
- "SUBDIVISION PLAN, YORK STREET - MIXED USE DEVELOPMENT, PORTLAND, MAINE, OWNER OF RECORD: 101 YORK STREET, LLC JUNE 2015 GORRILL PALMER" REVISED APRIL 11, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 150.



- EXHAUSTS AND BELIEFS**
1. AN ACCESS EGRESS AND UTILIZATION EXHAUST FOR THE REGULATION AND MAINTENANCE OF UTILITIES INCLUDING BUT NOT LIMITED TO WATER, GAS, ELECTRICITY, TELEPHONE, CABLE, AND SATELLITE SERVICES SHALL BE PROVIDED FOR THE ENTIRE PROPERTY TO BE DEVELOPED BY THE CITY OF PORTLAND, MAINE.
  2. THE CITY OF PORTLAND, MAINE, HAS THE AUTHORITY TO REQUIRE THE INSTALLATION OF EXHAUSTS AND BELIEFS FOR THE ENTIRE PROPERTY TO BE DEVELOPED BY THE CITY OF PORTLAND, MAINE.
  3. THE CITY OF PORTLAND, MAINE, HAS THE AUTHORITY TO REQUIRE THE INSTALLATION OF EXHAUSTS AND BELIEFS FOR THE ENTIRE PROPERTY TO BE DEVELOPED BY THE CITY OF PORTLAND, MAINE.
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**DWELLING UNIT SIZE MATRIX**

UNIT TYPE	AREA SQ'	TOTAL
1 BEDROOM	792	4
2 BEDROOM	1164	4
3 BEDROOM	1488	4
4 BEDROOM	1812	4
5 BEDROOM	2136	4
6 BEDROOM	2460	4
7 BEDROOM	2784	4
8 BEDROOM	3108	4
9 BEDROOM	3432	4
10 BEDROOM	3756	4
TOTAL	1311	40

- GENERAL NOTES**
1. THE CITY OF PORTLAND, MAINE, HAS THE AUTHORITY TO REQUIRE THE INSTALLATION OF EXHAUSTS AND BELIEFS FOR THE ENTIRE PROPERTY TO BE DEVELOPED BY THE CITY OF PORTLAND, MAINE.
  2. THE CITY OF PORTLAND, MAINE, HAS THE AUTHORITY TO REQUIRE THE INSTALLATION OF EXHAUSTS AND BELIEFS FOR THE ENTIRE PROPERTY TO BE DEVELOPED BY THE CITY OF PORTLAND, MAINE.
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**1. CONSTRUCTION**

1. THE CITY OF PORTLAND, MAINE, HAS THE AUTHORITY TO REQUIRE THE INSTALLATION OF EXHAUSTS AND BELIEFS FOR THE ENTIRE PROPERTY TO BE DEVELOPED BY THE CITY OF PORTLAND, MAINE.
2. THE CITY OF PORTLAND, MAINE, HAS THE AUTHORITY TO REQUIRE THE INSTALLATION OF EXHAUSTS AND BELIEFS FOR THE ENTIRE PROPERTY TO BE DEVELOPED BY THE CITY OF PORTLAND, MAINE.
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**AMENDED SUBDIVISION PLAT**

York Street - Mixed Use Development  
 High & York Streets  
 Portland, Cumberland County, Maine  
 Made for Record Owner  
 101 York Street, LLC  
 10 Free Street, Portland, Maine

OWEN HASKELL, INC.  
 PROFESSIONAL LAND SURVEYORS  
 390 U.S. Route One, Dix #10  
 Portland, Maine 04108  
 Tel: (603) 774-0011  
 www.owenhaskell.com

DATE OF PLAN: JUNE 15, 2017  
 SHEET 2 OF 2

THIS PLAN AMENDS PLAN RECORDED IN PLAN BOOK 216, PAGE 191

AMENDED SUBDIVISION PLAT

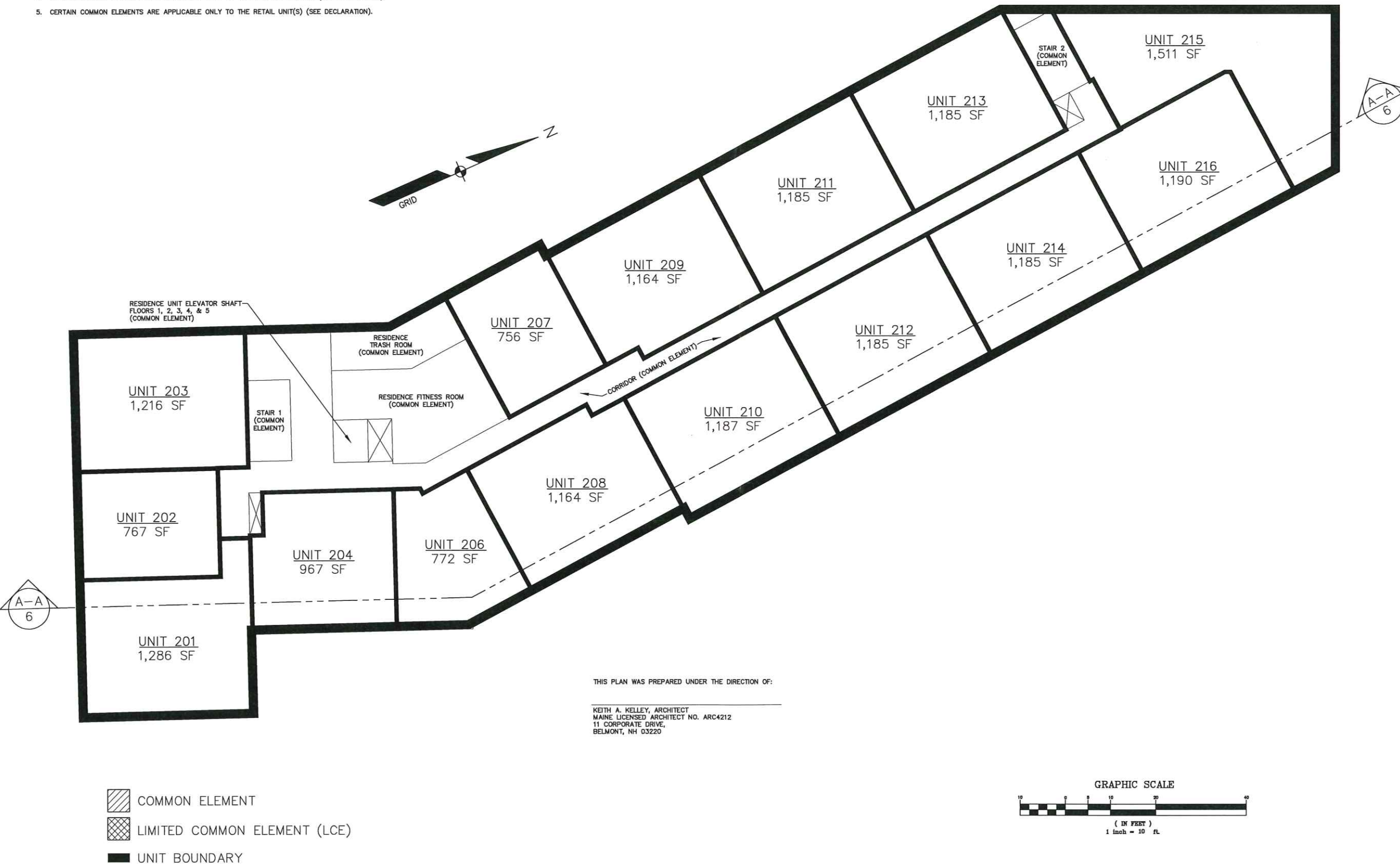
York Street - Mixed Use Development  
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DATE OF PLAN: JUNE 15, 2017  
 SHEET 2 OF 2

**CONDOMINIUM FLOOR PLAN NOTES:**

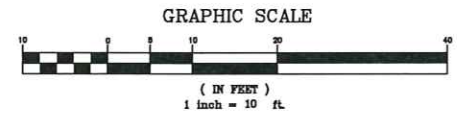
1. THIS SET OF CONDOMINIUM PLANS SHOWS THE "CONDOMINIUM" ENTITLED "YORK + HIGH CONDOMINIUM". THE STREET ADDRESS OF THE CONDOMINIUM IS 25 HIGH STREET (RESIDENTIAL) AND 85 YORK STREET (RETAIL), PORTLAND, MAINE.
2. THE CONDOMINIUM CONSISTS OF THE ENTIRE BUILDING. THE FIRST FLOOR IS RETAIL AND THE SECOND THROUGH FIFTH FLOORS ARE RESIDENTIAL.
3. THE CITY OF PORTLAND HAS GRANTED SUBDIVISION APPROVAL FOR THE CONDOMINIUM TO BE SUBDIVIDED INTO UP TO SIXTY-THREE (63) RESIDENTIAL DWELLING UNITS AND UP TO SIX (6) COMMERCIAL UNITS.
4. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RESIDENTIAL UNITS (SEE DECLARATION).
5. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RETAIL UNIT(S) (SEE DECLARATION).



THIS PLAN WAS PREPARED UNDER THE DIRECTION OF:

KEITH A. KELLEY, ARCHITECT  
 MAINE LICENSED ARCHITECT NO. ARC4212  
 11 CORPORATE DRIVE,  
 BELMONT, NH 03220

- COMMON ELEMENT
- LIMITED COMMON ELEMENT (LCE)
- UNIT BOUNDARY



REV.	BY:	DATE:	STATUS:

PREPARED BY: KEITH A. KELLEY, ARCHITECT

**OPECHEE**  
 CONSTRUCTION CORPORATION

11 CORPORATE DRIVE • BELMONT, NH 03220  
 PHONE: (603) 451-4959 • WWW.OPECHEE.COM

CONDOMINIUM PLAN-FLOOR 2 VERTICAL BOUNDARIES

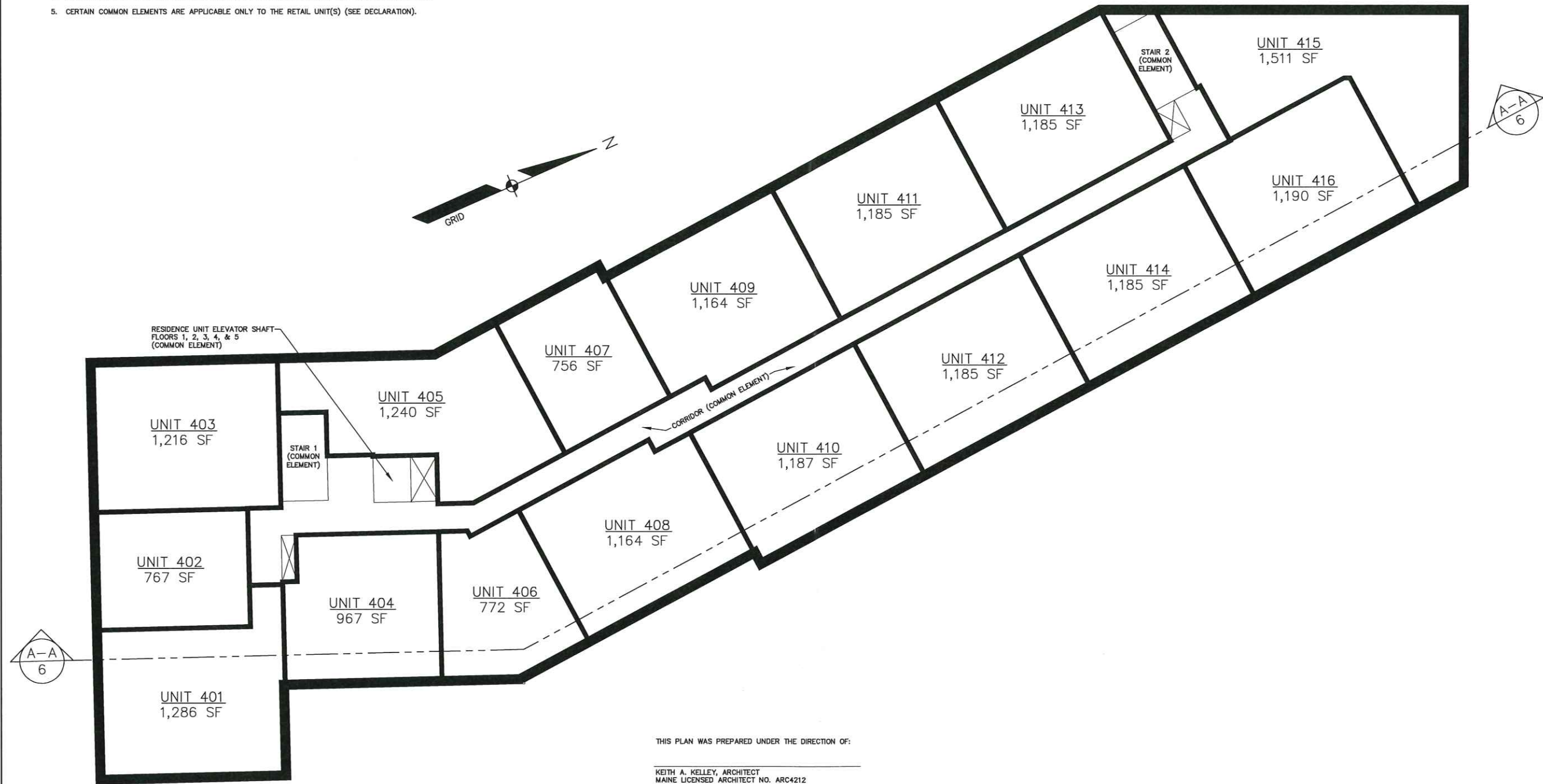
OF:  
 YORK + HIGH CONDOMINIUM  
 85 YORK STREET  
 PORTLAND, MAINE




FOR:  
 101 YORK STREET LLC  
 38 DANFORTH STREET  
 PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

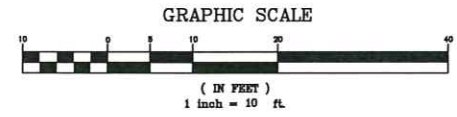
**CONDOMINIUM FLOOR PLAN NOTES:**

1. THIS SET OF CONDOMINIUM PLANS SHOWS THE "CONDOMINIUM" ENTITLED "YORK + HIGH CONDOMINIUM". THE STREET ADDRESS OF THE CONDOMINIUM IS 25 HIGH STREET (RESIDENTIAL) AND 85 YORK STREET (RETAIL), PORTLAND, MAINE.
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-  COMMON ELEMENT
-  LIMITED COMMON ELEMENT (LCE)
-  UNIT BOUNDARY

THIS PLAN WAS PREPARED UNDER THE DIRECTION OF:  
 KEITH A. KELLEY, ARCHITECT  
 MAINE LICENSED ARCHITECT NO. ARC4212  
 11 CORPORATE DRIVE,  
 BELMONT, NH 03220



REV.	BY	DATE	STATUS

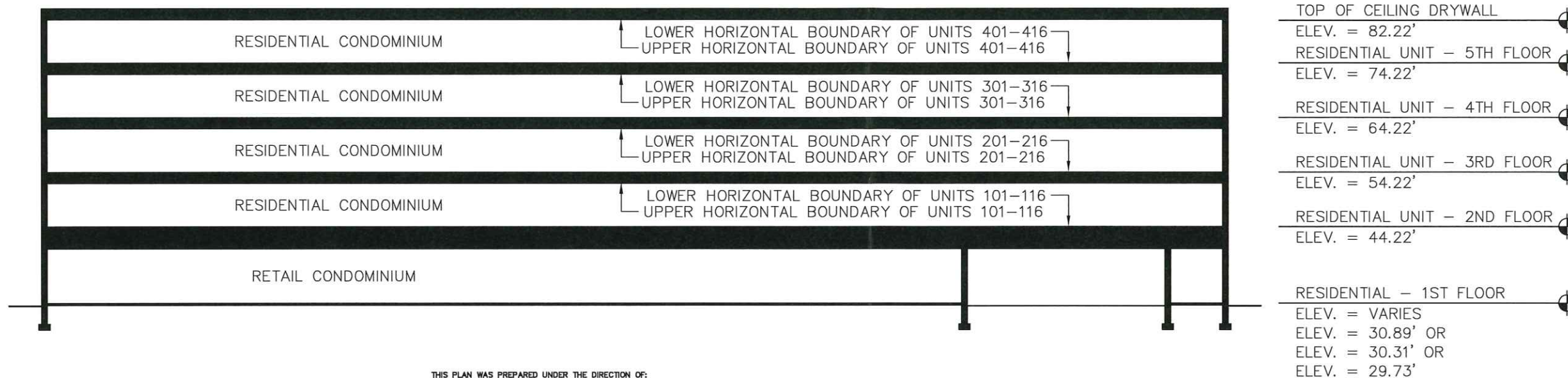
PREPARED BY: KEITH A. KELLEY, ARCHITECT  
**OPECHEE**  
 CONSTRUCTION CORPORATION  
11 CORPORATE DRIVE & BELMONT #11H 03220  
 PH: 603.851-7999 FAX: 603.851-7994

CONDOMINIUM PLAN-FLOOR 4 VERTICAL BOUNDARIES  
 OF:  
 YORK + HIGH CONDOMINIUM  
 85 YORK STREET  
 PORTLAND, MAINE  
 FOR:  
 101 YORK STREET LLC  
 38 DANFORTH STREET  
 PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

HORIZONTAL BOUNDARIES OF UNITS IN YORK + HIGH CONDOMINIUM

NOTE: THE ENTIRE ROOF AREA ABOVE THE FIFTH FLOOR OF THE CONDOMINIUM BUILDING IS A LIMITED COMMON ELEMENT APPURTENANT TO THE RETAIL & RESIDENCE UNITS OF THE CONDOMINIUM.

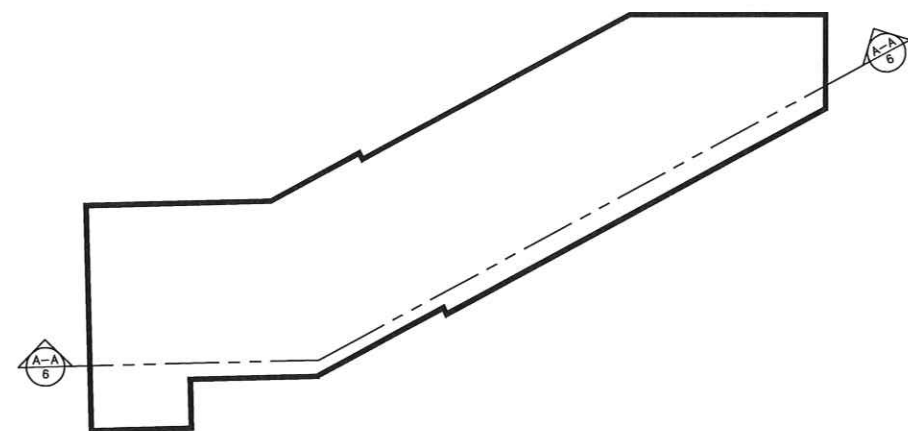


THIS PLAN WAS PREPARED UNDER THE DIRECTION OF:

KEITH A. KELLEY, ARCHITECT  
MAINE LICENSED ARCHITECT NO. ARC4212  
11 CORPORATE DRIVE,  
BELMONT, NH 03220

SECTION A-A

1" = 10'

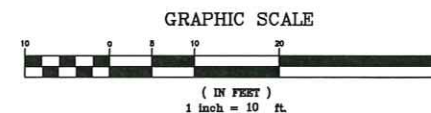


KEY PLAN  
NOT TO SCALE

THIS PLAN WAS PREPARED UNDER THE DIRECTION OF:

KEITH A. KELLEY, ARCHITECT  
MAINE LICENSED ARCHITECT NO. ARC4212  
11 CORPORATE DRIVE,  
BELMONT, NH 03220

VERTICAL DATUM: CITY OF PORTLAND VERTICAL DATUM OF NGVD 1929. NEAREST CITY BENCHMARK IS A 1/2" DRILL HOLE LOCATED ON THE STRIPS OF U.S. CUSTOM HOUSE, COMMERCIAL STREET, WITH AN ELEVATION OF 14.072.



REV.	BY:	DATE:	STATUS:

PREPARED BY: KEITH A. KELLEY, ARCHITECT  
**OPECHEE**  
CONSTRUCTION CORPORATION  
11 CORPORATE DRIVE # BELMONT # NH 03220  
PHONE (603) 227-7096 FAX (603) 227-7094

CONDOMINIUM PLAN-HORIZONTAL BOUNDARIES  
OF:  
YORK + HIGH CONDOMINIUM  
85 YORK STREET  
PORTLAND, MAINE  
FOR:  
101 YORK STREET LLC  
38 DANFORTH STREET  
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'



SOUTH ELEVATION

1" = 10'



EAST ELEVATION

1" = 10'

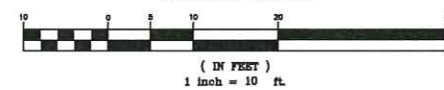
SIGNAGE NOTES:

1. SIGNAGE AREAS SHOWN ARE LIMITED COMMON AREAS OF THE UNITS INDICATED.

THIS PLAN WAS PREPARED UNDER THE DIRECTION OF:

\_\_\_\_\_  
 KEITH A. KELLEY, ARCHITECT  
 MAINE LICENSED ARCHITECT NO. ARC4212  
 11 CORPORATE DRIVE,  
 BELMONT, NH 03220

GRAPHIC SCALE



REV.	BY:	DATE:	STATUS:

PREPARED BY: KEITH A. KELLEY, ARCHITECT  
**OPECHEE**  
 CONSTRUCTION CORPORATION  
11 CORPORATE DRIVE • BELMONT, NH 03220  
 PHONE: (603) 251-9999 • WWW.OPECHEE.COM

CONDOMINIUM PLAN - SIGNAGE AREAS  
 OF:  
 YORK + HIGH CONDOMINIUM  
 85 YORK STREET  
 PORTLAND, MAINE  
 FOR:  
 101 YORK STREET LLC  
 38 DANFORTH STREET  
 PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

## follow up on 101 York questions from Beth

Helen Donaldson <hcd@portlandmaine.gov>

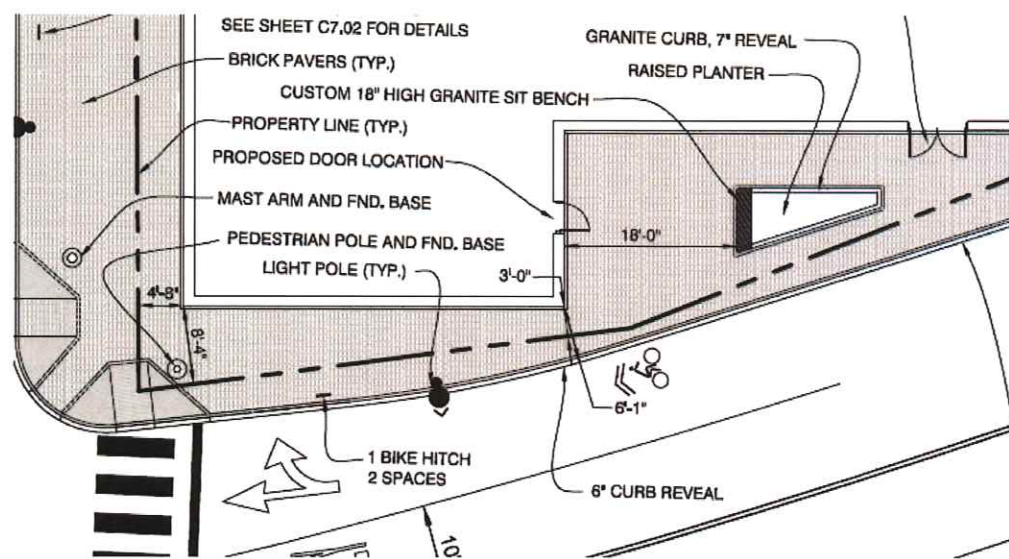
Wed, Jun 21, 2017 at 2:48 PM

To: Barbara Barhydt <bab@portlandmaine.gov>, Stuart O'Brien <sgo@portlandmaine.gov>

Barbara/Tuck,

Deb, Phil, and I went out to look at 101 York this morning. To follow up on what I understood to be Beth's questions:

- *Sidewalk:* They haven't begun work on the sidewalk yet, but it appears that they will have room to build to the plan. The plans show almost 12 feet from the corner of the building to the edge of curb on York Street, much of which will actually lie on JBB property. There is a pinch point to the east where the building is closer to the property line; in this instance, there should be >8' of clearance to edge of curb. The property line in this area is very close to the edge of curb. A public pedestrian easement was a condition of approval.



- *Reveals, Texture:* They are nearing completion on much of the brickwork and have installed lintels and sills for all windows. We didn't see any discrepancies in this area. As per the plan, they have installed accent bands in the brickwork at the top of the corner element. Sills sit proud of the building face, but not lintels; this is how they were shown in plan.

- *Colors:* The colors are generally as shown/described in the elevations and sections. The only minor discrepancy here is in the level of contrast between the lintels, sills, and soldier courses and the field brick on the corner element. In the elevations, the level of contrast is fairly high; in practice it is much more subtle. Although we asked for samples/specs of other materials used on the building, we did not get specs for bricks. I think we all agreed that it would be difficult to modify this element of the building at this point.

Let me know if you have questions on this.

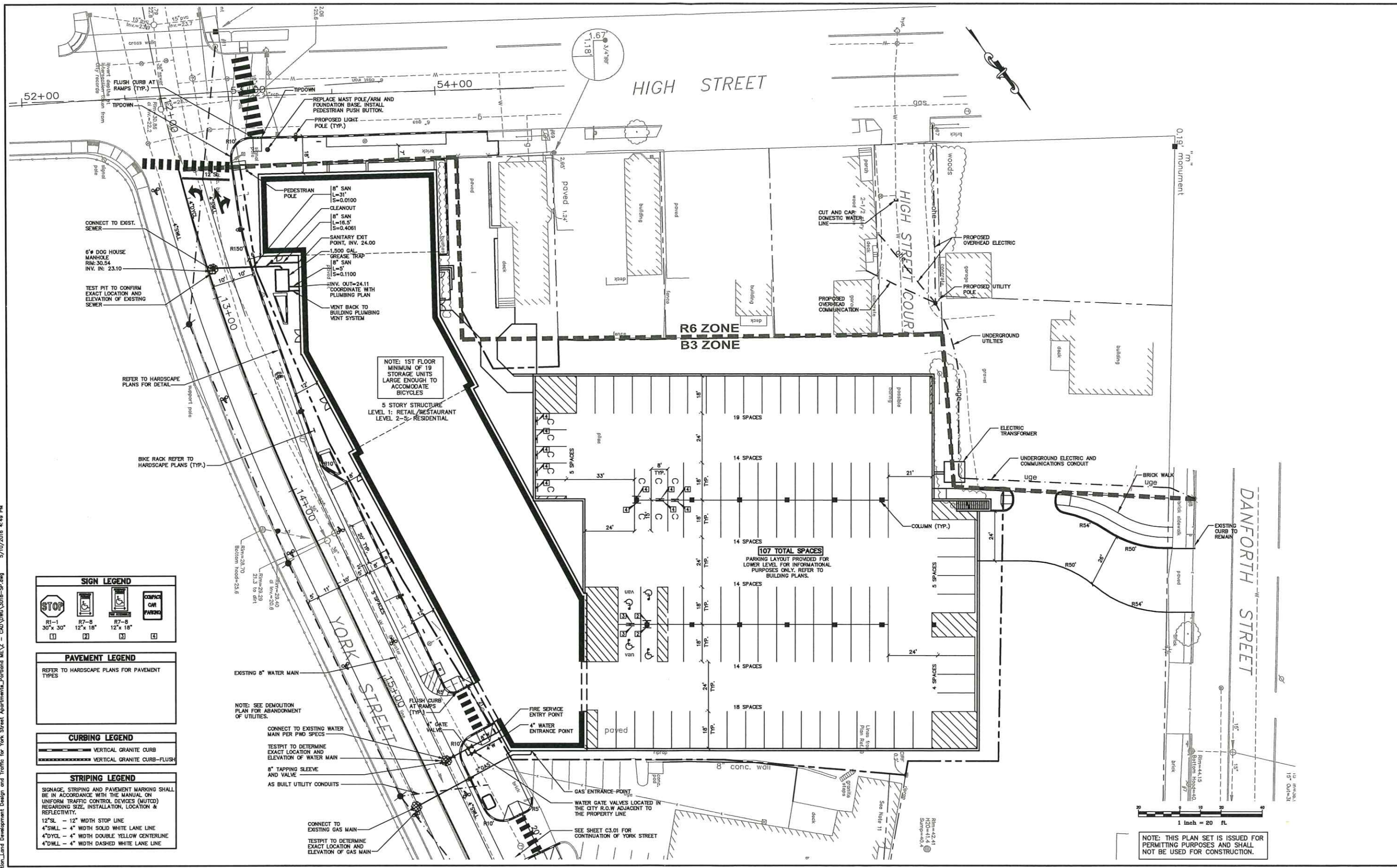
Nell

--

Nell Donaldson  
City of Portland Planning Division  
874-8723  
[hcd@portlandmaine.gov](mailto:hcd@portlandmaine.gov)



U:\3018\Openline\_Construction\_Land\_Development\_Design\_and\_Traffic\_for\_York\_Street\_Apartments\_Portland\_ME\_Z - CAD\DWG\3018-SP.dwg 5/10/2016 4:49 PM



R1-1 30" x 30"	R7-8 12" x 18"	R7-8 12" x 18"

REFER TO HARDSCAPE PLANS FOR PAVEMENT TYPES
---

	VERTICAL GRANITE CURB
	VERTICAL GRANITE CURB-FLUSH

SIGNAGE, STRIPING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) REGARDING SIZE, INSTALLATION, LOCATION & REFLECTIVITY.	
12"SL	12" WIDTH STOP LINE
4"SWLL	4" WIDTH SOLID WHITE LANE LINE
4"DWLL	4" WIDTH DOUBLE YELLOW CENTERLINE
4"DWLL	4" WIDTH DASHED WHITE LANE LINE

Rev.	Date	Revision
3	05/09/16	RESPONSE TO CITY COMMENTS
2	03/10/16	RESPONSE TO CITY COMMENTS
1	11/13/15	RESPONSE TO CITY COMMENTS

SITE PLAN REVIEW	Date	By
Issued For	8/7/15	AMP

Design: DER    Draft: CG    Date: JUNE 2015  
 Checked: AMP    Scale: 1"=20'    Job No: 3018  
 File Name: 3018-SP.dwg  
 This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc. (GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.

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

Drawing Name: **Site and Utility Plan**  
 Project: **York Street - Mixed Use Development**  
 Client: **York Street, LLC**  
 36 Danforth Street, Portland, ME 04101

**CITY OF PORTLAND**  
 APPROVED SITE PLAN  
 Subject to Conditions of Approval and Standard Conditions  
 DATE OF APPROVAL: 12/8/15  
 PLANNER: Nell Donaldson  
 PROJECT NO: 2015-139

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



HIGH STREET ELEVATION



YORK STREET ELEVATION

EXTERIOR ELEVATIONS

**York Street Development**

Portland, Maine



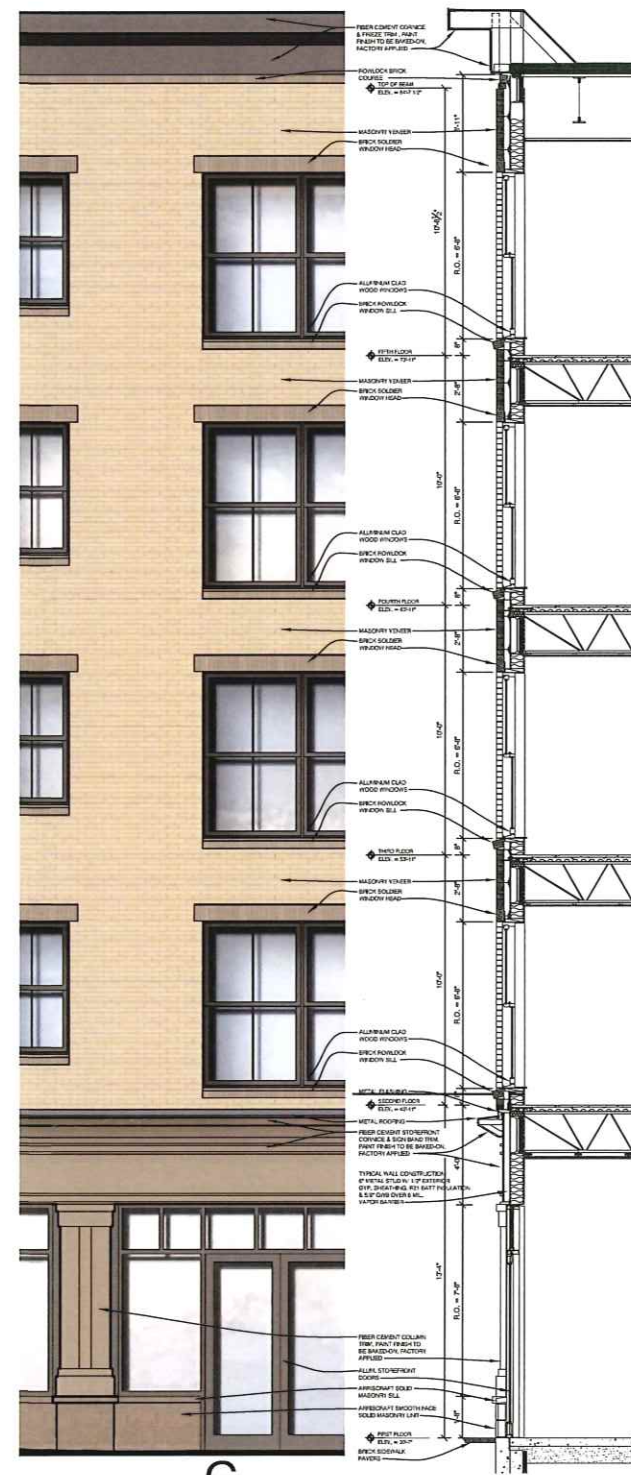
SIDE ELEVATION



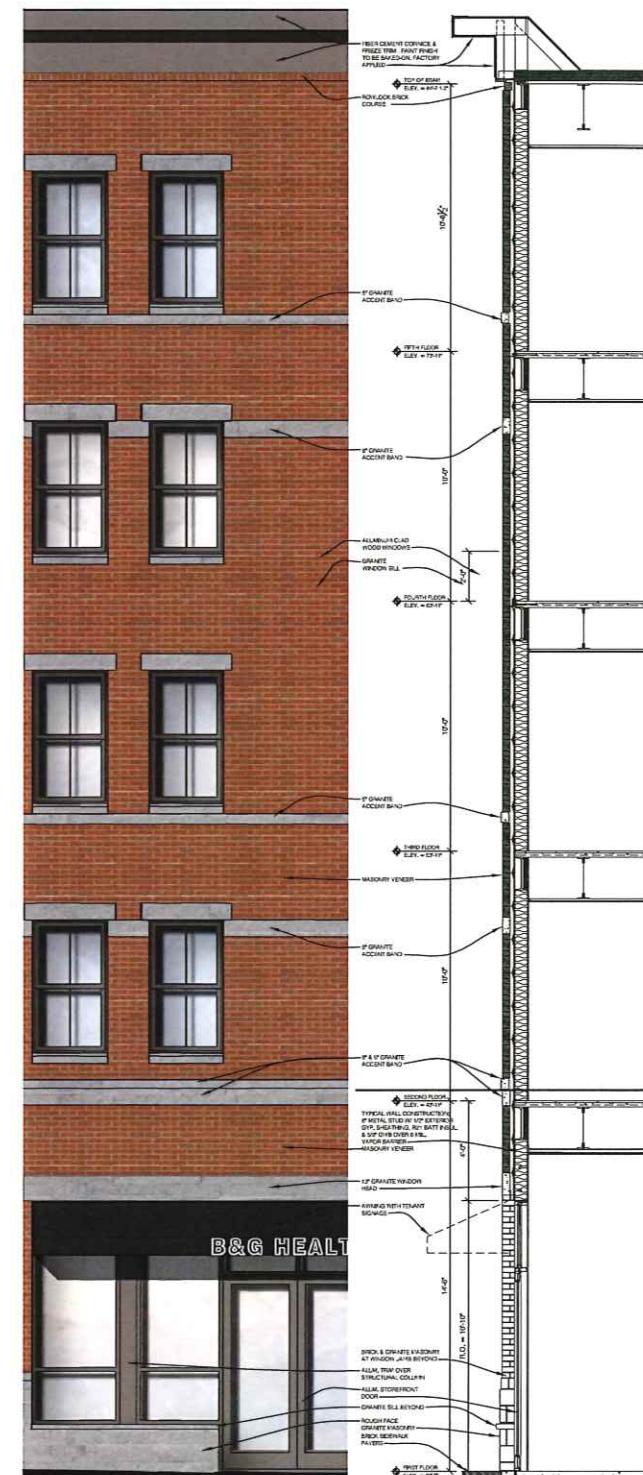
ELEVATION AT PARKING AND MAIN BUILDING ENTRY

EXTERIOR ELEVATIONS

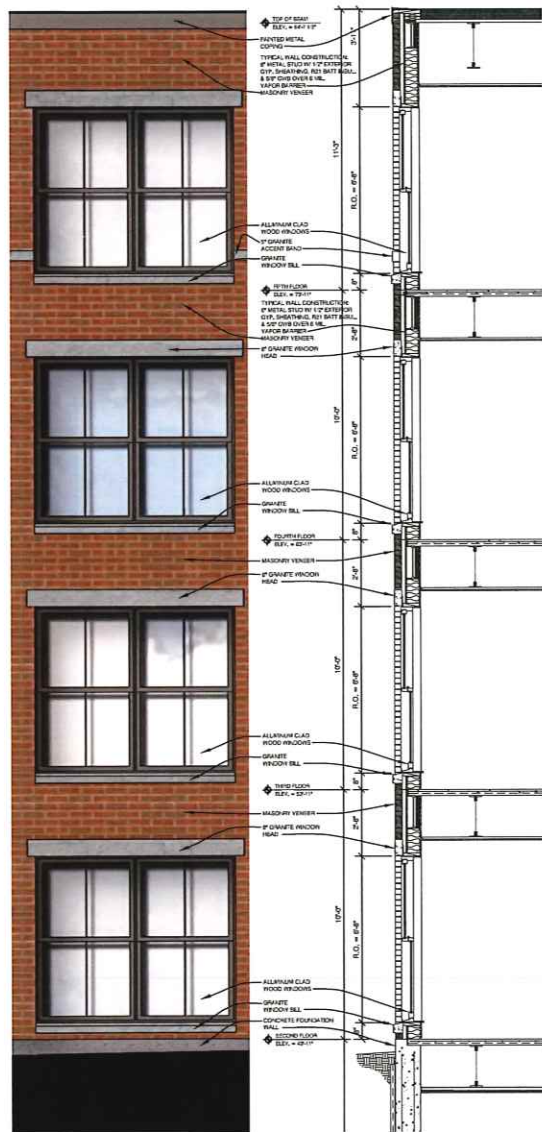
February 24, 2016



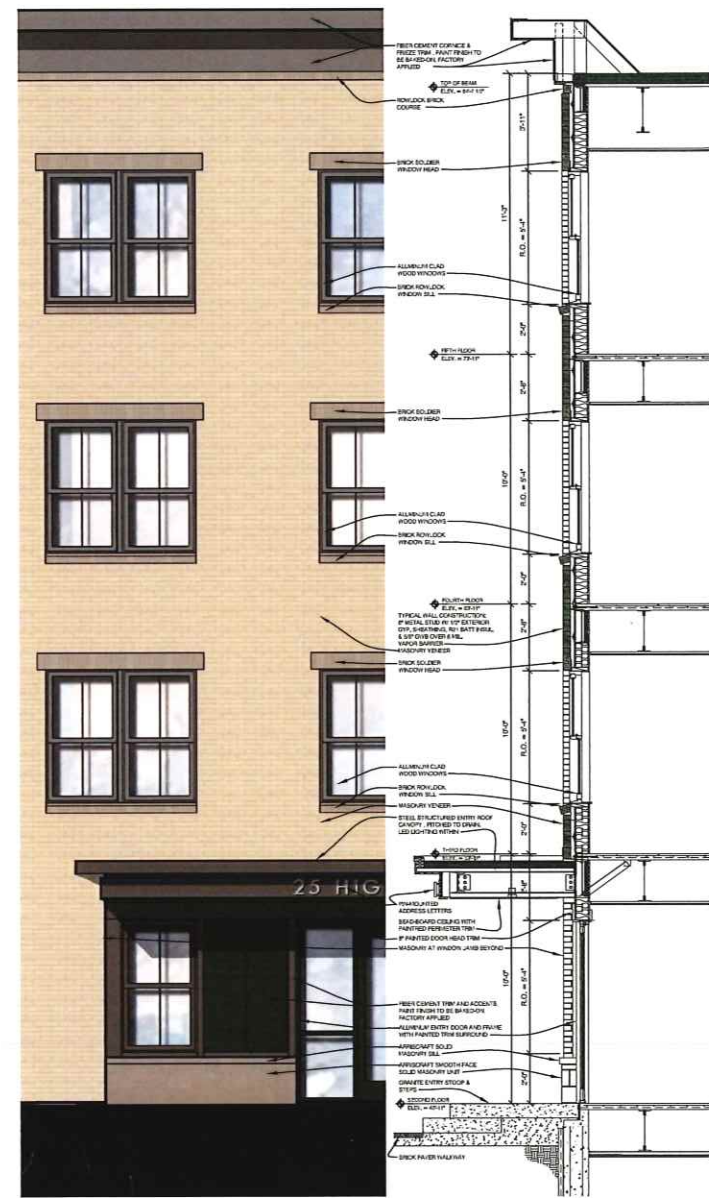
**G**  
ELEVATION | SECTION  
scale: 1/8" = 1'-0"



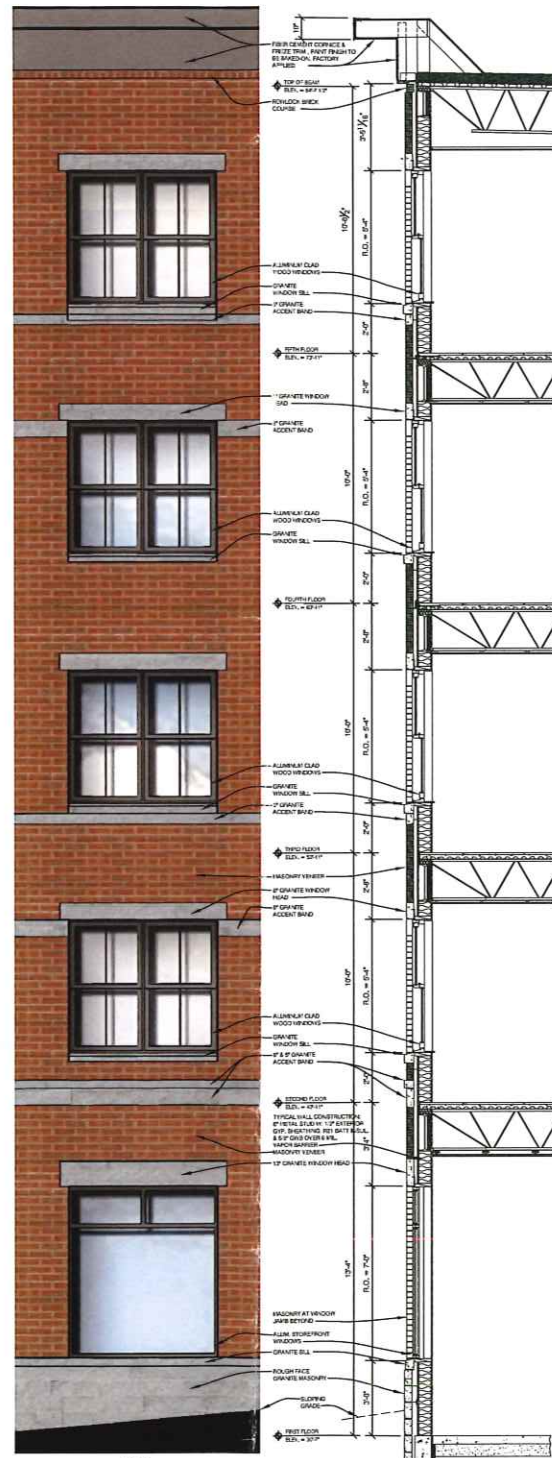
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ELEVATION | SECTION  
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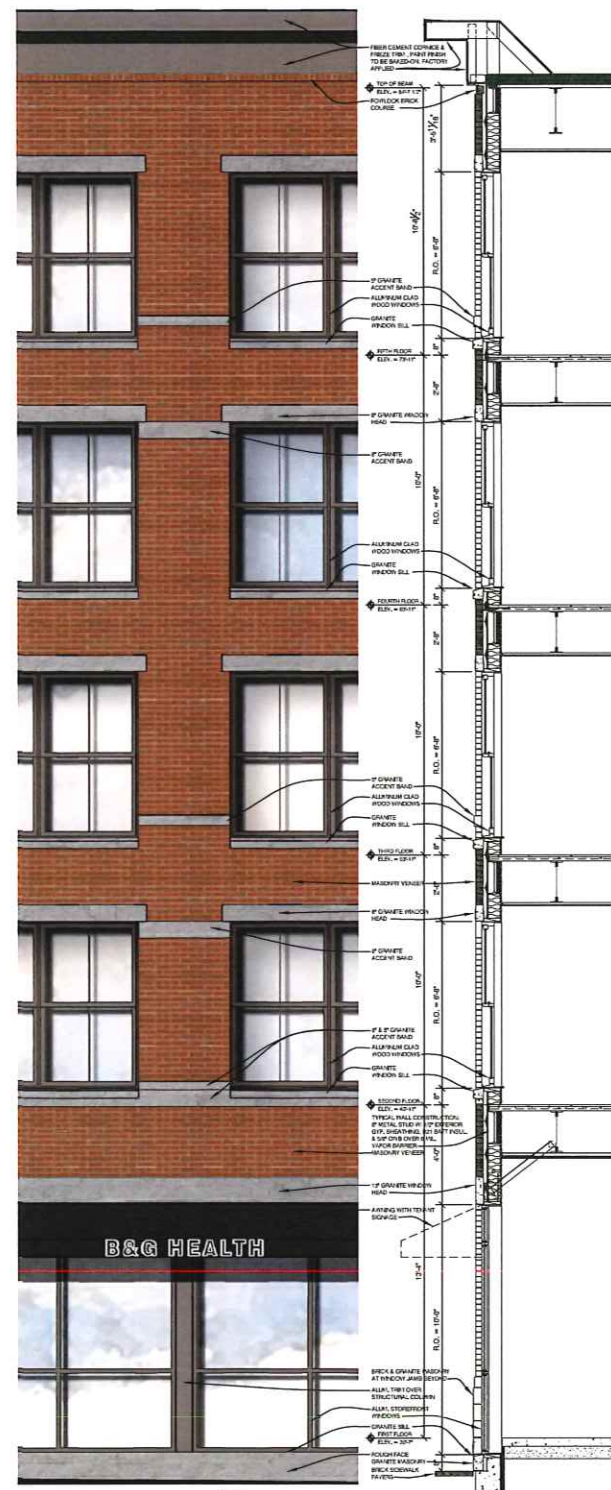
E ELEVATION | SECTION  
SCALE: 3/8" = 1'-0"



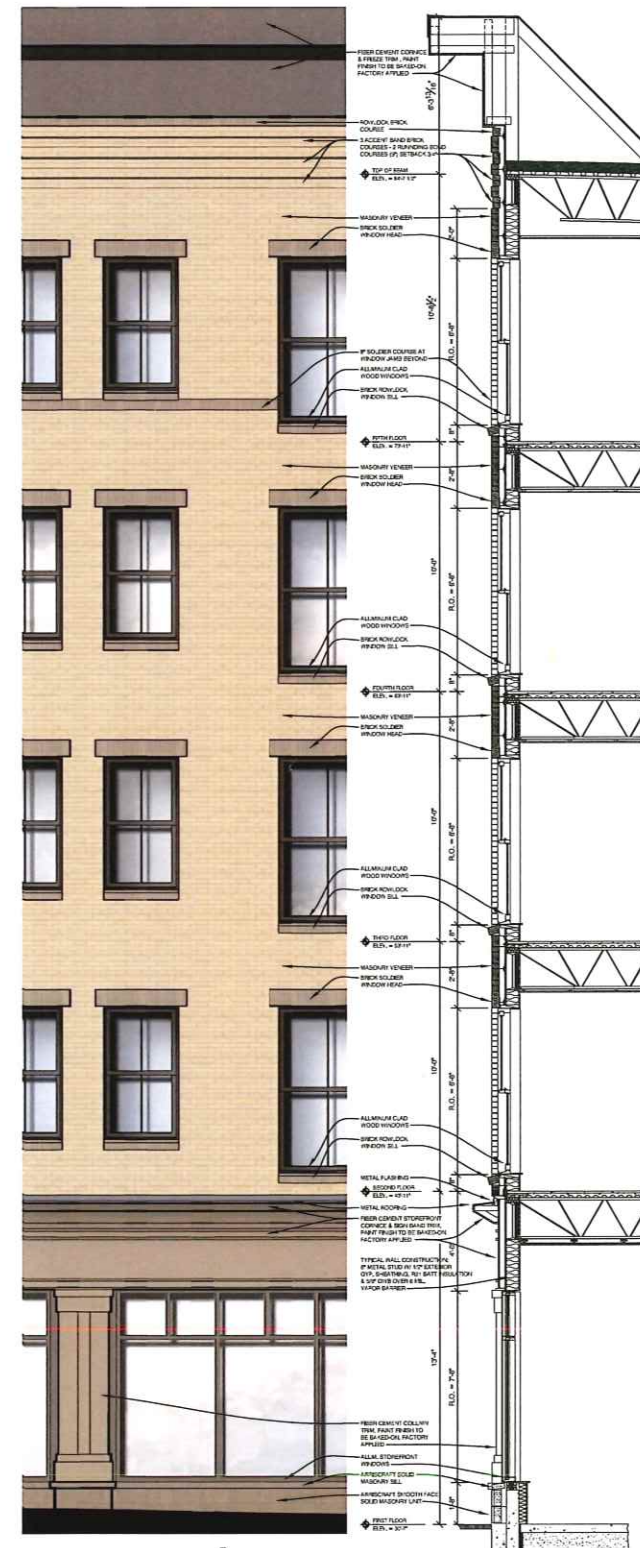
D ELEVATION | SECTION  
SCALE: 3/8" = 1'-0"



C ELEVATION | SECTION  
SCALE: 3/8" = 1'-0"



B ELEVATION | SECTION  
SCALE: 3/8" = 1'-0"

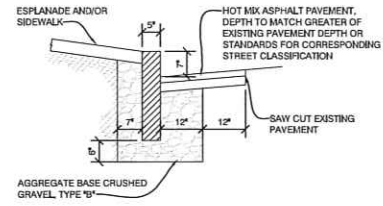


A ELEVATION | SECTION  
SCALE: 3/8" = 1'-0"

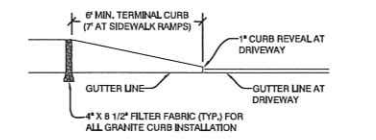
February 24, 2016

**York Street Development**  
Portland, Maine

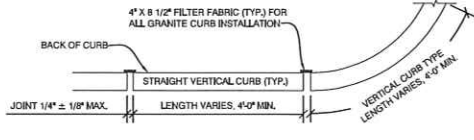
**OPECHEE**  
CONSTRUCTION CORPORATION



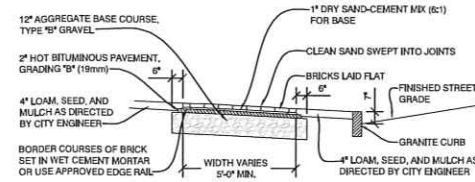
12 CURB INSTALLATION - CROSS SECTION (TYP.)  
1/2" = 1'-0"



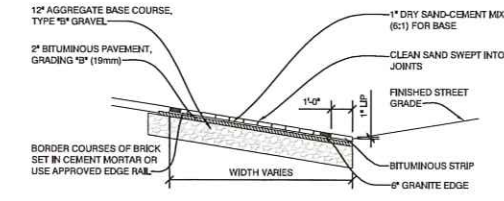
11 CURB INSTALLATION - TERMINAL CURB PROFILE  
NOT TO SCALE



10 CURB INSTALLATION - PLAN  
NOT TO SCALE



9 BRICK & PAVER SIDEWALK SECTION  
1/4" = 1'-0"



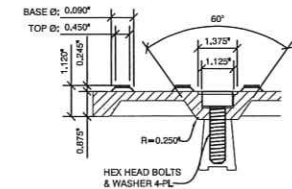
8 BRICK DRIVEWAY APRON SECTION  
1/4" = 1'-0"

**BRICKS TO BE USED:**

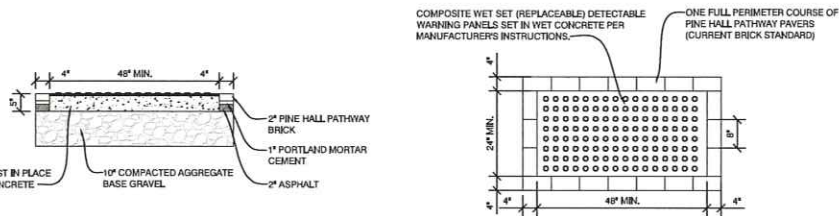
NEW CONSTRUCTION:  
4"x8" PINE HALL PATHWAY PAVES BRICK, MFG. BY PINE HALL BRICK CO., MADISON, NORTH CAROLINA. LACHANCE ITEM #193823, PINE HALL PATHWAY PAVES BRICK.  
  
REPAIR MAINTENANCE TO EXISTING:  
VERMONT PAVES; SUPPLIED BY GAGNE AND SONS. SPECIFICATION "VERMONT BACKER BRICK, ITEM #V988.

**NOTES:**

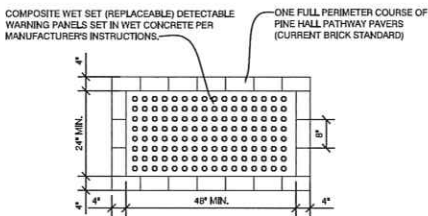
1. COMPOSITE WET SET (REPLACEABLE) DETECTABLE WARNING PANELS SHALL BE AS MANUFACTURED BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR APPROVED EQUAL.
2. CAST IN PLACE CONCRETE SHALL MEET SPECIFICATIONS FOR MINIMUM 0.17 CLASS A STRUCTURAL MINIMUM COMPRESSIVE STRENGTH 4,000 PSI. THE CONCRETE SHALL BE SEALED PRIOR TO SETTING PANELS.
3. TRUNCATED DOMES SHALL BE ALIGNED IN ROWS, PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. NO OTHER DETECTABLE WARNING DESIGN CONFIGURATION ALLOWED.
4. FOR ALL DETECTABLE WARNING PANELS, WITHIN OR ABUTTING HISTORIC DISTRICTS AND HISTORIC LANDSCAPES, "DARK GRAY" COLORED (#36118) PANELS SHALL BE USED. FOLLOW MANUFACTURERS INSTRUCTIONS FOR INSTALLATION.
5. THE DETECTABLE WARNING PANEL SHALL HAVE ONE FULL COURSE OF PINE HALL PATHWAY PAVES THE CURRENT BRICK STANDARD) AROUND THE FULL PERIMETER OF THE PANEL. THIS PERIMETER COURSE SHALL BE SET USING PORTLAND MORTAR CEMENT TO CREATE A FLUSH SURFACE BETWEEN THE BRICK AND THE PANEL.
6. SIZE: THE DETECTABLE WARNING PANELS SHALL EXTEND 24" MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLEND TO TRANSITION TO THE STREET.
7. ORIENTATION: THE DETECTABLE WARNING PANEL SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 8" MINIMUM AND 8" MAXIMUM FROM THE CURB LINE. THE PANEL SHALL BE ORIENTED TO THE DIRECTION OF TRAVEL AS IDENTIFIED BY THE POINT OF EGRESS.



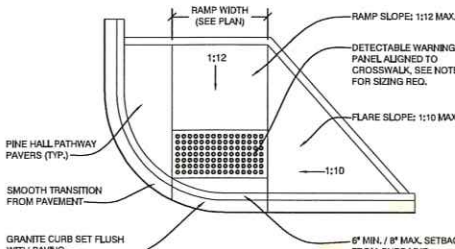
7 DETECTABLE WARNING STRIP - BOLT DETAIL  
NOT TO SCALE



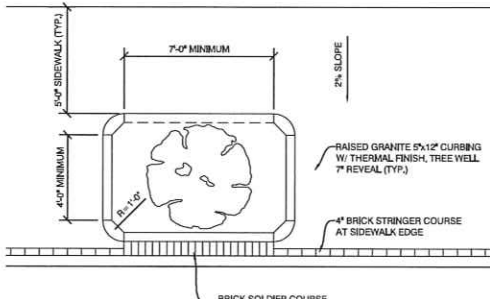
6 DETECTABLE WARNING STRIP - SECTION  
1/2" = 1'-0"



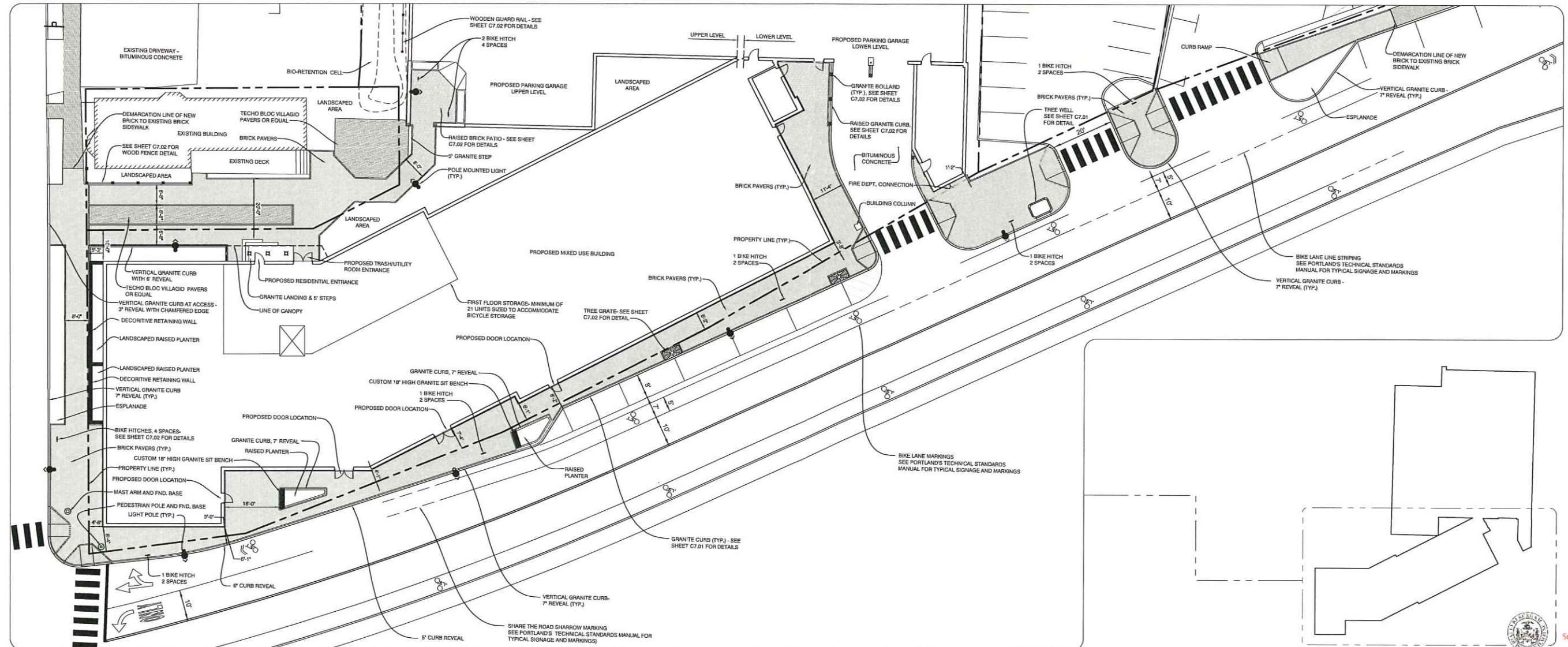
5 DETECTABLE WARNING STRIP - PLAN  
1/2" = 1'-0"



4 DETECTABLE WARNING STRIP - RAMP DETAIL  
3/4" = 1'-0"



3 TREE WELL DETAIL  
1/4" = 1'-0"



2 HARDSCAPE PLAN - MIXED USE  
1/16" = 1'-0"

1 HARDSCAPE KEY PLAN  
1/64" = 1'-0"

**Mixed Use Development**

York & High Street  
Portland, Maine

**REVISION:**

- 01/18/16 - CONDITIONS OF APPROVAL
- 03/10/16 - CONDITIONS OF APPROVAL
- 04/20/16 - ADDED CURB ALONG BLDG
- 05/02/16 - CLARIFIED WOOD FENCE

**ISSUED:**

- 08/14/15 - SITE PLAN REVIEW
- 11/17/15 - SITE PLAN RESUBMISSION
- 03/11/16 - FINAL PLAN RESUBMISSION

project architect: KAK  
drawn by: CDR

**HARDSCAPE PLAN & APPROVED SITE PLAN**



DATE OF APPROVAL: 12/07/15

PLANNER: Neil Donaldson

PROJECT NO. 2015-139

# PLANNING BOARD REPORT PORTLAND, MAINE



101 York Street Mixed Use Development  
85-101 York Street  
Level III Site Plan and Subdivision Review  
2015-139  
101 York Street, LLC

Submitted to: Portland Planning Board Date: December 4, 2015 Public Hearing Date: December 8, 2015	Prepared by: Nell Donaldson, Planner CBLs: 40-C-3, 4, 5, 9, 18, 22, 25, 33 and 40-C-21 Project #: 2015-139
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## I. INTRODUCTION

101 York Street, LLC has requested a final Level III site plan and subdivision review for a five-story mixed use development at 85-101 York Street, at the corner of York and High Streets near the city's West End. The proposed 97,565 SF development includes approximately 17,000 SF of first floor commercial and 63 market rate apartments on the four floors above. The proposal also includes a two-level parking structure with 211 spaces at the building's rear, sidewalk and landscaping improvements, and stormwater treatment facilities for a small area of site runoff. The site is currently occupied by a restaurant, office space, and surface parking. In the time since the preliminary review, the applicant has made significant modifications to the design of the building, the design of York Street, fire access, and the stormwater treatment system.

This development is being referred to the planning board for compliance with the site plan and subdivision standards of the land use code. A total of 199 notices were sent to property owners within 500 feet of the site and a legal ad ran in the *Portland Press Herald* on November 30 and December 1, 2015.

**Applicant:** Vincent Veroneau, 101 York Street, LLC

**Consultants:** Barry Stowe, Opechee Construction Corporation; Gorrill-Palmer Consulting Engineers; Owen Haskell, Surveyor

## II. REQUIRED REVIEWS

<i>Waiver Requests</i>	<i>Applicable Standards</i>
Driveway separation – to allow driveway 40 feet from nearest curb cut to the east on York Street <i>Supported by Traffic Engineer with condition</i>	Technical Manual, <i>Section 1.7.2.7</i> . Along arterials and collectors, minimum acceptable spacing between multiple driveways on adjacent lots shall be 100 feet on streets with a speed limit of 25 mph or less.
Lighting – to allow an average illumination level of 1.5 fc and illumination levels greater than .1 fc on the adjacent properties on High and Danforth Street. <i>Supported by Planning staff</i>	Technical Manual standard, <i>Section 12.2</i> . Average illumination level shall not exceed 1.25 fc and maximum illumination levels at the property line shall not exceed .1 fc except where abutting non-sensitive uses.
Street trees – to plant 11 street trees, less than required <i>Supported by City Arborist</i>	Site Plan Standard, <i>Section 14-526(b)2.b(iii)</i> and Technical Manual, <i>Section 4.6.1</i> . All multi-family development shall provide one street tree per unit. Waiver permitted where site constraints prevent it, with applicant contributing proportionate amount to Tree Fund. <i>63 units = 63 street trees required. Contribution for 52 trees suggested.</i>

<i>Review</i>	<i>Applicable Standards</i>
Site Plan	<i>Section 14-526</i> , including Downtown Urban Design Guidelines
Subdivision	<i>Section 14-497</i>

**III. PROJECT DATA**

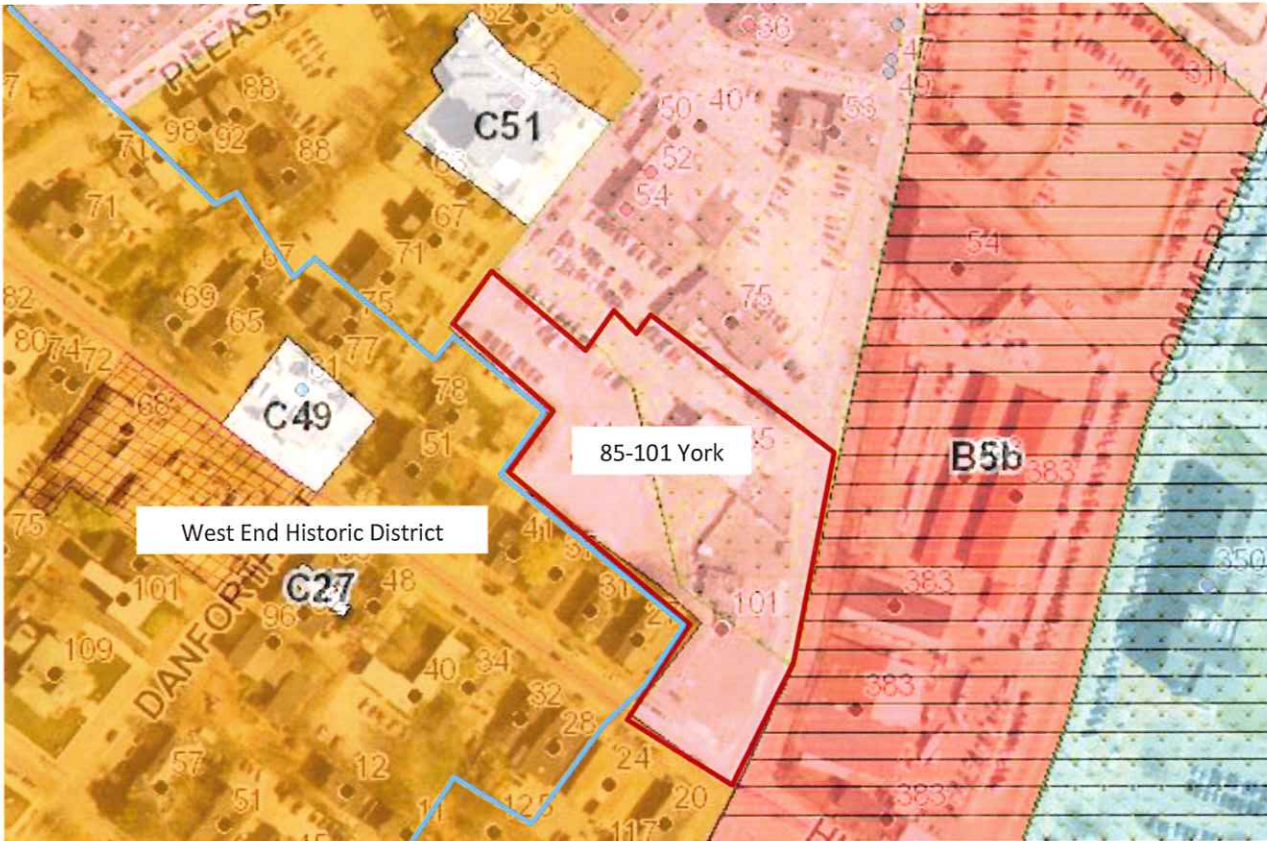
Existing Zoning	B-3
Existing Use	Restaurant, office, and parking lot
Proposed Use	Mixed use (commercial and residential)
Proposed Development Program	App. 17,000 SF commercial (7,000 SF restaurant and 10,000 SF office) 63 apartment units (12 1-bedroom, 47 2-bedroom, 4 3-bedroom)
Parcel Size	72,930 SF

	<i>Existing</i>	<i>Proposed</i>	<i>Net Change</i>
Building Footprint	6,075 SF	17,505 SF	11,430 SF
Building Floor Area	11,650 SF	97,565 SF	85,915 SF
Impervious Surface Area	64,836 SF	66,072 SF	1,236 SF
Parking Spaces (on site)	App. 95	211 (122 projected demand)	116
Bicycle Parking Spaces	14	39 (19 interior)	25
Estimated Cost of Project	\$18,000,000		



Figure 1: 85-101 York Street site





Figures 2, 3, & 4: Existing zoning at York and High Streets (top); existing site from York and High; existing site from Danforth Street

**IV. BACKGROUND & EXISTING CONDITIONS**

85-101 York Street lies at the corner of York and High Streets at one of the city’s major gateways. Virtually all northbound Casco Bay Bridge traffic, as well as a share of the southbound volume, currently passes the property. The site, which a century ago housed residential development similar to that found north on High Street, has more recently served as the location of a gas station, a restaurant, office uses, and surface parking.

The site is actually a portion of a larger collection of nine distinct lots, all of which are held under common ownership (*Plan 2*). The site is zoned Downtown Business B-3, but borders R-6 and B-5b zones. It is situated in the Downtown Height Overlay Zone, which regulates height, and the Downtown Entertainment Overlay Zone, which establishes a 100 foot dispersal requirement for facilities with entertainment licenses. The site is not in the Pedestrian Activities District.

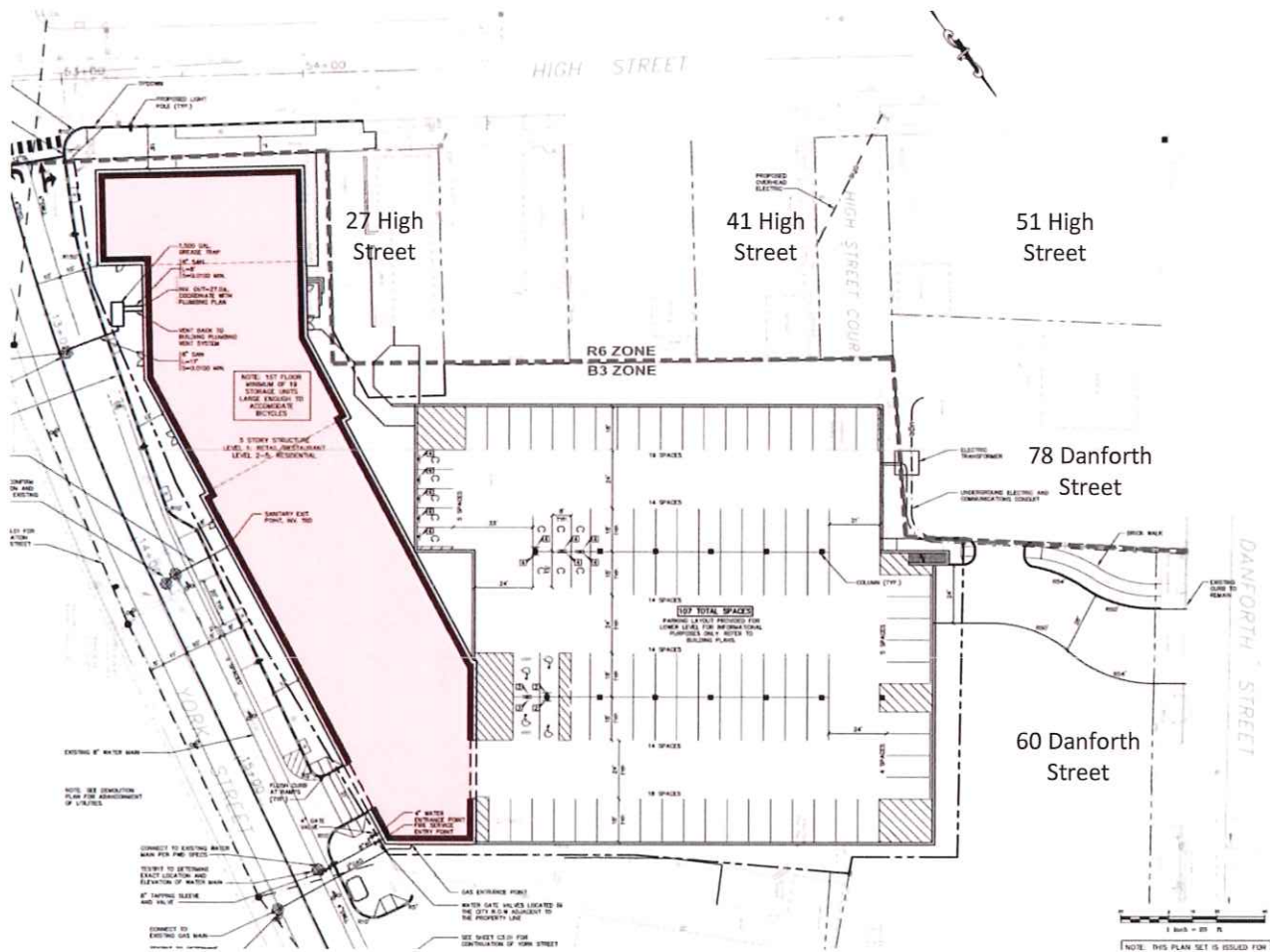


Figure 5: Site plan, with proposed building shown in red

The block which houses the site serves as an important transition between the fine-grained residential fabric of the historic West End to the north and west, the historic Old Port and the larger commercial office buildings of downtown to the east, and the city’s industrial waterfront to the south. The site is bordered by the West End Historic District. As noted previously, it serves as a key gateway to the city, to the extent that it has been recognized as such in the city’s *Design Manual*.

**V. PROPOSED DEVELOPMENT**

The applicant proposes to reconfigure nine existing lots and a portion of High Street Court, a private alley with access to High Street, in order to create a single contiguous lot for purposes of this development (*Plan 3*). The development would consist of a five-story building with approximately 300 feet of frontage on York Street and 100 feet of frontage on High Street. Commercial space would occupy the first floor, with pedestrian access from York Street. 63 residential apartments would occupy the upper four floors, with access either from a door at the building’s rear or from inside a driveway through the building at its eastern end. Vehicular parking would be provided in a two-level structure situated behind the proposed building, with lower level access from York Street and upper level access from Danforth Street. Because of grade changes, the structured parking area would read as surface parking from Danforth Street, and residential units on the second floor of the building would actually read as the first floor from the rear.

New brick sidewalks, street lights, and street trees are proposed on York and High Streets. The revised plans also include street trees on the York and High Street frontages, low landscaping along the building face on the High Street frontage, and additional landscaping between the parking and the building’s rear. Stormwater treatment is proposed in a bioretention cell along the western property line adjacent to the parking area.

The plans also reflect some minor improvements at 27 High Street and 60 Danforth Street, two adjacent parcels owned by the applicant. These improvements include landscaping and hardscaping of a shared patio space at the building's rear on 27 High Street, and a driveway entrance on 60 Danforth Street.

## **VI. PUBLIC COMMENT**

During the preliminary review, staff fielded one telephone call from a neighbor who raised concerns about the proposed height and view impacts of the proposal. No written comments have been submitted.

The applicant hosted a neighborhood meeting on Wednesday, September 3. The meeting minutes show that neighbors raised questions about height, traffic, parking and access, and stormwater (*Attachment S*).

## **VII. RIGHT, TITLE, & INTEREST**

The applicant's submittal includes deeds as evidence of right, title, and interest. As noted above, the applicant has proposed to reconfigure nine lots to create a development site on the middle of what will be three newly defined parcels. Corporation Counsel has reviewed the plan for the new division of lots (*Plan 3*) and has not identified concerns.

The applicant proposes to use a portion of High Street Court, a private way from High Street which is bounded on the south and east by the applicant's property, for purposes of development. Under the final plans, the neighbor at 78 Danforth would relinquish rights to the High Street Court access, and the way would be developed as parking. The remainder of High Street Court would remain in private ownership, providing access to the garages of 41 and 51 High Street. The applicant also proposes to eliminate an 8 foot strip of land perpendicular to Danforth Street and designated in the survey as Palermo Road. In the final submittal, the applicant has indicated their intent to abandon this "road."

## **VIII. FINANCIAL & TECHNICAL CAPACITY**

The estimated cost of the development is approximately \$18 million. The applicant has submitted a letter from TD Bank indicating that their intent to consider financing for the project. The applicant has also provided a list of reference projects as a means of attesting to the technical capacity of Opechee Construction Corporation (*Attachment H*).

## **IX. ZONING ANALYSIS**

The applicant has provided a zoning analysis documenting that the plans meet most of the dimensional requirements of the B-3 zone (*Attachment E*). However, the final plans include some modifications with zoning implications which bear mentioning and some which remain unresolved. These include:

### ***1. Building height***

The height of the building has increased very slightly from the original height of 44.4 feet, as the grading around the building has been modified. It should also be noted that the City Council has amended the Downtown Height Overlay Map since the time of the preliminary review, making the maximum height at York and High Streets 65 feet. Given this change, the building is well within the height limit established by the Downtown Height Overlay Map, even with the minor changes in grading.

### ***2. 5' Build-to line***

In the final plans, the building continues to exceed the B-3 zone's maximum front yard setback of five feet in several locations. The plans show the point of greatest building setback on the York Street frontage at just over 21 feet (*Figure 6*). In their preliminary submittal, the applicant argued that these setbacks are necessary because of the "unusual geometry of the right-of-way line along the frontage" (*Attachment G*). The applicant has also stated that the increased setbacks will "provide pleasant sidewalk widths while accommodating east-west bike lanes, east-west sidewalks and on-street parking" and provide an "opportunity to support open space amenities such as building entries, outdoor seating, street trees, bike racks, and municipal lighting" (*Attachment U*).

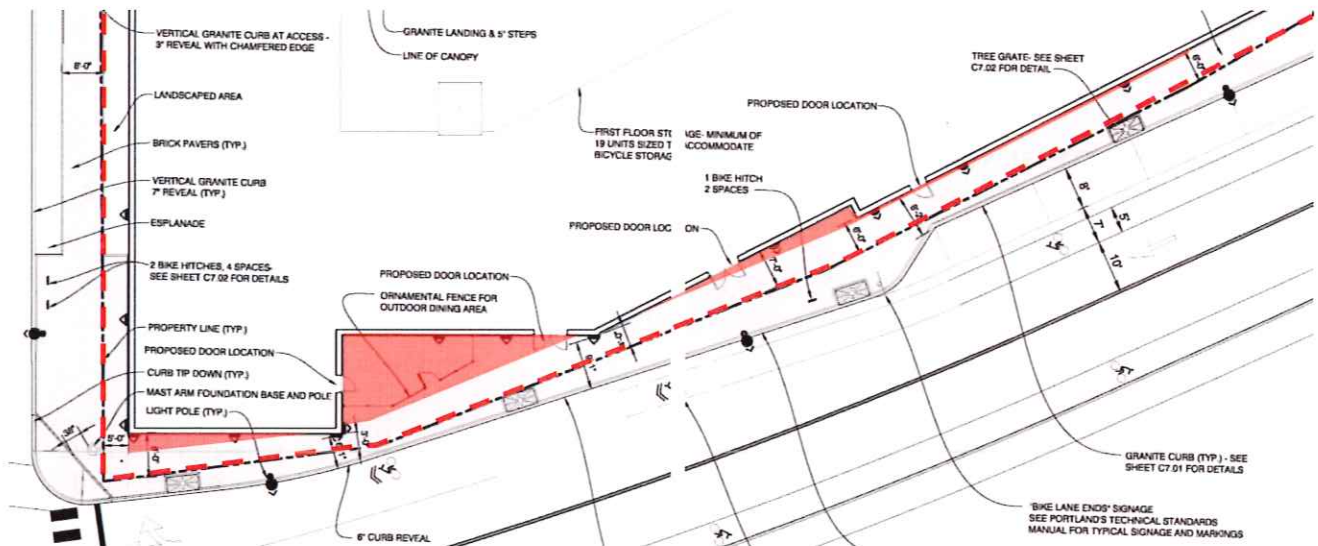


Figure 6: Approximate areas of increased setback on York Street

Under the site plan ordinance, the planning board may grant an extension of the B-3’s maximum setback if “the Planning Board requires or approves an additional distance to comply with the requirements of *Section 14-526(d)9* (Zoning-Related Design Standards).” The *Design Manual* explicitly establishes guidelines for increasing the setback beyond the build-to line, including cases where the increased setback:

- Provides substantial and viable publicly accessible open space or other amenity at the street level
- Does not substantially detract from the prevailing street wall character
- Does not detract from existing publicly accessible open space by creating an excessive amount of open space; and
- Provides areas of high quality and character of design and of acceptable orientation to solar access and wind impacts as to be attractive to pedestrian activity.

The applicant has responded to these guidelines in their design narrative, stating that the increased setbacks will create high quality and active public space (*Attachment Q*).

At the planning board workshop on this proposal, board members requested that staff provide examples of other cases in which deviations from the B-3 build-to line had been granted in the past. The most comparable recent case is the Hampton Inn at the corner of Franklin Street and Fore Street. In 2010, the board granted an increased setback of almost 10 feet on this site in order to improve pedestrian access along the southern side of the building and to allow some area for outdoor seating.

In the case of the present development, the increased setbacks provide some relief for what will be a fairly narrow sidewalk in several locations. The applicant has worked with staff to arrive at a York street cross-section which accommodates vehicles, bicycles, and some on-street parking. The result is a curb line which falls fairly close to the property line in a number of areas. In order to provide sidewalks of significant enough width to create a comfortable pedestrian experience, extended setbacks are desirable.

However, it should also be noted that the final plans have removed some pedestrian level details, most notably the sidewalk seat wall and planters, which in the preliminary plans enhanced the streetscape in these areas of increased setback. Staff’s urban design review has questioned the removal of the seating wall (*Attachment I*). Further, the design review states that “the ornamental fence around [portions of] the proposed additional setback...removes public access to the widened sidewalk. Planning staff recommends a finding that the increased setback provides substantial and viable publicly accessible open space, does not detract from the street wall character, does not create an excessive amount of open space, and provides areas of high quality and character of design, subject to the applicant finalizing the design of the areas of increased setback for review and approval by the city’s urban designer.



Figure 7: High Street facade

### 3. Maximum length of undifferentiated blank wall along a public street

Lastly, the final plans show what appears as a largely blank wall, approximately 50 feet in length, on the High Street façade, which exceeds the 30 foot maximum established by zoning (*Figure 7*). The preliminary plans treated this wall with a raised planter which provided some relief. In the final plans, largely deciduous landscaping is proposed, and all plantings rest on the ground plane. Staff has suggested that the applicant replace the planter, add a tiered seating wall, and/or revise the landscaping plans to depict evergreen landscaping or climbing plants on trellises in this area. This has been included as a condition of approval.

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

The applicant has provided a revised subdivision plat for review by the city's surveyor. Finalizing this plat per *Section 14-496* has been included as a condition of approval. In addition, the applicant has indicated their intent to eventually divide the building into condominium units. As such, condominium documents have also been included as a condition of approval.

In the revised submittal, the applicant has provided an updated list of proposed easements (*Attachment F*). Among these, the applicant proposes:

- A public access easement for areas of the sidewalk on York and High Streets not in the right-of-way;
- Access, utility, and maintenance easements from 27 High Street to 101 York Street (for areas including a proposed bioretention cell, a proposed fire lane, and patio to benefit 101 York);
- Utility and construction easements from 78 Danforth Street to 101 York Street;
- An access easement from 60 Danforth Street to 101 York Street, 78 Danforth Street, and 27 High Street;
- A utility easement from 60 Danforth Street to 101 York Street and 78 Danforth Street;
- A utility easement to 78 Danforth Street from 101 York Street; and
- A construction easement from 75 York Street.

In addition to these easements, a grading easement may be necessary from the property to the east at 60 Danforth Street. Per the final plans, a drainage easement from the city for a storm drain proposed in the right-of-way would also be required. All of these easements have been suggested as conditions of approval.

It should be noted that the project will require a Notice of Intent to Comply with the Maine Construction General Permit. A copy of this Notice of Intent has been included as a condition of approval.

The applicant provided draft construction management plans with the preliminary plan submittal. Since blasting is proposed, the applicant will be required to follow the relevant standards in Article VIII of the land use code as well as the city's *Technical Manual*. Staff has requested that this be noted on the revised construction management plans. In their final submittal, the applicant has also indicated that construction easements will be necessary from 75 York to demolish an existing retaining wall and 78 Danforth for the construction of the Danforth Street driveway, landscaping, and grading. These easements should also be noted on the construction management plans. Final construction management plans have been included as a condition of approval.

**XI. SUBDIVISION REVIEW (14-497(a). Review Criteria)**

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's subdivision ordinance. Staff comments are below.

**1. Water, Air Pollution**

The project is not anticipated to result in undue air or water pollution.

**2 & 3. Adequacy of Water Supply**

The plans show water service from an existing 8-inch main in York Street. The applicant has provided evidence of capacity from the Portland Water District (*Attachment N*).

**4. Soil Erosion**

No unreasonable soil erosion or reduction in the capacity of the land to hold water is anticipated.

**5. Impacts on Existing or Proposed Highways and Public Roads**

The applicant has provided a traffic impact study prepared by Gorrill-Palmer Consulting Engineers (*Attachment I*). Tom Errico, the city's consulting traffic engineer, has reviewed the study and provided comments (*Attachment 2*), which are discussed in detail under site plan review below.

**6. Sanitary Sewer/Stormwater Disposal**

Two 8-inch sewer lines are proposed to service the building; both would outlet to York Street. A 1,500 gallon grease trap is proposed on private property. The applicant has submitted a wastewater capacity application to the Department of Public Services (*Attachment N*). A capacity letter had not been finalized at the time of the writing of this report. This has been included as a condition of approval.

The applicant has provided stormwater management and utility plans. Both David Senus, the city's consulting civil engineer, and David Margolis-Pineo, of the city's Department of Public Services, have reviewed these plans (*Attachments 3 and 4*). Comments are discussed in more detail under site plan review below.

**7. Solid Waste**

The applicant has proposed a trash and recycling room adjacent to the residential entrance and has indicated that a waste management contractor would provide waste removal service. Commercial tenants would be responsible for moving waste to off-site containers provided by the owner, and a commercial contractor would then remove waste from these containers. The project is not anticipated to cause an unreasonable burden on the ability of the city to dispose of solid waste.

**8. Scenic Beauty**

This proposal is not deemed to have an adverse impact on the scenic beauty of the area.

**9. Comprehensive Plan**

The applicant's narrative argues that the project would achieve a number of the purpose statements of the B-3 zone including increasing housing opportunity, enhancing and promoting the orderly expansion of retail and service business downtown, maintaining and enhancing the role of downtown as the region's business and commercial center, and providing adequate parking and transportation facilities which promote accessibility, enhance and encourage development opportunity, and enhance and protect the pedestrian environment (*Attachment M*). The project also helps to meet comprehensive plan goals related to "support[ing] Portland's livable neighborhoods by encouraging a mix of uses that provide needed goods and services within walking distance of most residents," "encourag[ing] neighborhood business centers throughout the city to reduce dependence on the car and make neighborhood life without a car more practical," "encourag[ing] higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation," and "increas[ing] Portland's rental housing stock."

**10. Financial and Technical Capacity**

As noted above, the applicant has provided evidence of financial and technical capacity (*Attachment H*).

**11. Wetland/Water Body Impacts**

There are no anticipated impacts to wetlands.

**12. Groundwater Impacts**

There are no anticipated impacts to groundwater supplies.

**13. Flood-Prone Area**

Per the city's existing flood maps, the site is not located in a flood zone.

**XII. SITE PLAN REVIEW (Section 14-526)**

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

**1. Transportation Standards****a. Impact on Surrounding Street Systems**

As noted above, the applicant has provided a traffic impact study in the revised submittal, which includes a trip generation analysis based on the proposed site uses, factoring in a credit for all uses in operation on the site over the last ten years (*Attachment I*). The analysis projects 93 AM peak hour and 83 PM peak hour trips. These numbers do not meet the threshold for a Maine DOT Traffic Movement Permit.

In the impact study, the applicant has also supplied a capacity analysis for three adjacent intersections, all of which lie on High Street. The analysis finds that one of these intersections, the York Street/High Street intersection, is projected to experience a decline in level of service from LOS C to LOS D in the PM peak hour under the buildout condition. Other intersections are projected to continue to operate at the pre-development level of service for both the AM and PM peak hours. The impact study also includes an analysis of sight line distances and high crash locations in the area. The study finds sight lines technically sufficient. There are no high crash locations in the immediate study area. Tom Errico, the city's consulting traffic engineer, has reviewed this impact study and stated that he has no further comments.

**b. Access and Circulation**

The plans include new brick sidewalks on York and High Streets and a diagonal ramp at the York and High Street corner. No new crosswalks are currently proposed. Mr. Errico has reviewed the plans and requested that the applicant modify the design of the sidewalk at the northeast corner of the York Street/High Street intersection to improve ADA compliance. He writes,

*The applicant shall revise the handicap ramp layout on the corner of High Street and York Street such that two distinct ramps are provided – the preferred ADA layout configuration. Final designs plans shall be provided for review and approval.*

Related to this corner, Mr. Errico has also requested that the applicant relocate the signal mast arm in this location, which obstructs ADA access. He writes,

*The applicant shall replace the existing mast arm structure and supporting equipment and relocate the structure to a location that meets ADA and MUTCD requirements. The existing support is old and given that the corner area is being reconstructed, this is the time for replacement. I would note that site plan requirements for upgrading traffic signal equipment is typical for projects of significant scope and traffic generation, as proposed. Final details of the revised traffic signal shall be provided for review and approval.*

It should be noted that the Hyatt hotel at 433 Fore Street was required to replace a mast arm under similar circumstances in 2012.

Pedestrian access to the commercial units is proposed at-grade from York Street. The primary access to the residential units would be from a door at the rear of the building. This door would be accessible to the street either via a paved way from High Street (which, in the final plans, serves as a fire lane) or from the parking area. A secondary entrance would be provided inside the driveway access from York Street. The applicant has documented an ADA accessible route on the grading plan (*Plan X*) and stated that the entire York Street sidewalk has a cross slope of 2% or less. During the preliminary review, staff requested that the applicant make the primary residential entrance more legible from the street. In order to do so, the applicant has added a canopy, granite steps, and a cornerstone depicting the address.

Vehicular access is proposed via two curb cuts, one at the east end of the site on York Street and the other on Danforth Street. The York Street entrance would cut through the first floor of the building and provide access to the lower level of the parking at the property's rear. This entrance is currently proposed with a brick crosswalk in the city right-of-way. Regarding this crosswalk, David Margolis-Pineo, of the city's Department of Public Works, writes,

*Asphalt drive aprons are required in this area of the City. The applicant is requested to eliminate the proposed brick crosswalk across the drive apron.*

Alternatively, if the applicant wishes to pursue the brick crosswalk, it would require City Council approval as a deviation from the city's sidewalk material policy.

The York Street driveway is proposed proximate to the nearest existing driveway to the east. This allows the driveway to sit well away from the York Street/High Street intersection, approximately 280 feet, but fails to meet driveway separation requirements. A waiver is required. Mr. Errico writes,

*The driveway on York Street does not meet City driveway separation standards. The applicant shall narrow the adjacent driveway to the east to 20 feet with the intent of maximizing driveway separation. I support a waiver from the City's Technical standards following this change.*

All of the sidewalk and curbing associated with the curb cut to the east lies within the city's right-of-way.

The second driveway, proposed from Danforth Street, is designed to provide access to the top deck of the parking area. It technically lies on the adjacent property at 60 Danforth, with a proposed access easement to the property at 101 York Street. In reviewing this driveway, Mr. Errico writes,

*The adjacent driveway to the east [of the Danforth Street driveway] shall be relocated (or closed) at the time of redevelopment [of the adjacent lot] to meet City driveway separation standards or the applicant can relocate or close the driveway now prior to Danforth Street becoming a moratorium street due to a future paving resurfacing project.*

With respect to the adjacent street design and in response to Mr. Errico's preliminary comments, the applicant has revised the cross-section of York Street to incorporate two five foot bicycle lanes, two 10' and 11' foot travel lanes, a two foot shoulder, an eight foot parking lane in its widest section, and a left-hand turn lane at the High Street intersection. Regarding the revised cross-section, Mr. Errico writes,

*The plan has been revised to include bicycle lanes on both sides of York Street with a shared lane configuration approaching High Street. The City standard for a bicycle lane width abutting on-street is 6 feet or a bicycle buffer be provided. Additionally, the termination of the bicycle lane in the eastbound directions needs to have a formal transition. It is recommended that the applicant submit a final pavement marking layout design plan for review and approval by the City.*



Mr. Margolis-Pineo's and Mr. Errico's comments on access and circulation have been reflected in the proposed conditions of approval.

*c. Public Transit Access*

Greater Portland METRO operates a transit line through the West End which travels eastbound on Danforth Street and north on High Street in close proximity to the site, and South Portland currently provides transit service on High Street directly adjacent to the site. However, transit facilities have generally not been required in instances when other municipalities' transit service is involved. As such, staff is not requesting a transit facility here.

*d. Parking*

Division 20 of the land use ordinance establishes parking requirements by use but also grants an exception for projects that exceed 50,000 SF of floor area, allowing the planning board to determine the parking requirement in these cases. Since this project exceeds the 50,000 SF threshold, the applicant has submitted a parking study in an effort to establish parking demand (*Attachment D*). This study is fundamentally based on the city's parking ordinance, and assumes several credits based on shared use and shared parking/offset periods of peak demand. The study estimates a total vehicular parking demand of 122 spaces.

The applicant's preliminary plans show 211 parking spaces, far exceeding the projected parking needed for the project. In this way, the plans are designed to account not only for the project but also for existing parking spaces on the property that are currently used for off-site parking for other users. The parking study estimates that 59 such spaces currently exist on site.

Mr. Errico has reviewed the parking analysis and parking plan and writes,

*The applicant has provided a plan of the [parking] layout, but dimensions are not provided. If the layout meets City dimensional requirements, I have no further comment (the applicant should provide documentation of dimensions).*

Staff has suggested a condition of approval addressing this comment.

The final plans continue to show bicycle hitches at five locations around the perimeter of the building and the site, including eight spaces on York Street, four spaces on High Street, four spaces in the parking area, and four spaces on Danforth Street. In the final submittal, the applicant has added bicycle storage within the building as well, to bring the total bicycle parking to 39. This number meets the bicycle parking requirement.

*e. Transportation Demand Management*

A transportation demand management plan is not required.

**2. Environmental Quality Standards**

*a. Preservation of Significant Natural Features*

There are no known significant natural features on the site.

*b. Landscaping and Landscape Preservation*

The final landscaping plans include a variety of trees, shrubs, and perennials on both the York and High Street frontages and at the building's rear and side. In addition, the applicant has revised the plans to add significant landscaping, including zelkovas, river birches, juniper, hostas, yew, winterberries, Korean lilacs, and soft rush to the west of the parking area. As noted above, this area now includes a bioretention cell for stormwater treatment. In his comments, Mr. Sensus has noted that some of the proposed planting may conflict with the bio-cell. He writes,

*It appears that trees and larger buffer/screening plantings (bushes) are proposed within the bioretention cell; some of these plantings are not allowable per MaineDEP BMP design guidance. The planting plan should be coordinated with the civil plans.*

Jeff Tarling, the city's arborist, has requested that plantings at the interior of the site be curbed. He writes,

*[The interior of the site] contains a mix of trees, shrubs and ornamental grasses, herbaceous plants. Landscape planting next to pavement should be protected by curbing unless part of the stormwater feature.*

Per the site plan ordinance, 63 street trees, at one per residential unit, are technically required. Given site constraints, however, only 12 street trees, including sugar maples, ginkgos, and zelkovas, are proposed. Mr. Tarling has reviewed the street tree plantings and noted the following of the York Street street trees,

*The 2 street-trees next to the 'on-street' parking, should include 'Neenah' R-8811 tree grates 72" x 48" or the R-8810 if the sidewalk space is too narrow.*

*The tree to the east and the two to the west on the High Street side should be in raised tree planters, see city standard spec.*

*The street tree closest to High Street should be removed to improve visibility near the busy intersection.*

*The third tree back close to the on-street parking should be placed in a raised planter that includes the 'bump-out' shifting the tree slightly to the right, tree #2 from High Street needs to shift slightly away from the pinch point, perhaps +/- 8' towards High Street.*

Assuming the street tree proposed closest to the York and High Street intersection is removed as requested, a contribution for 52 street trees, or \$10,400, would be required. However, and in keeping with other recent projects, Mr. Tarling has also agreed that the cost of the raised granite tree wells, at \$2,000 a piece, should be treated as a credit toward the street tree requirement. Assuming the tree wells requested by Mr. Tarling can be accommodated in the York Street frontage, the applicant will be responsible for a total of three. After accounting for these as a credit, the resulting street tree contribution is \$4,400.

Mr. Tarling has also commented on the street tree species, writing,

*The proposed 'Green Vase' Zelkova street trees along York Street should be switched to 'Mussahino' Columnar Zelkova to have less interference to building and traffic. See: <http://www.jfschmidt.com/articles/musashino/>*

*For salt tolerance reasons the 'Green Mountain' Sugar Maple would ideally be switched to a 'Karpick' Red Maple.*

Lastly, Mr. Tarling has also requested additional landscaping along the Danforth Street driveway, with the intent of providing some screening for the parking area, which, as a structured facility, cannot be landscaped. He writes,

*Additional planting / screening is recommended on the Danforth Street frontage. This would be the area to the right of the Danforth Street driveway. This might be place for something like the 'Satelite' Bosnian Pine or Swiss Stone Pine.*

Mr. Tarling's landscaping comments, as well as Mr. Senus's, have been reflected in the conditions of approval.

*c. Water Quality/Storm Water Management/Erosion Control*

The applicant has provided a stormwater management plan (*Attachment L*), which documents that the site is currently occupied by a surface parking lot, a restaurant, and an office building. The project will disturb 80,670 SF of the parcel and result in a total of 66,072 SF of impervious area, or an increase in 1,236 SF. In the final plans, the applicant proposes to treat a small area of runoff, approximately 2,600 SF, in a bioretention cell to the west of the parking area. This cell would outlet to High Street. The majority of the remainder of the site's runoff, including the roof drain, storm drain from the upper parking level, and foundation drain from the northwest side of the building, would also be collected and conveyed to the city's storm drain in High Street. Given existing grades, the applicant is proposing to direct the runoff from the lower level parking and the foundation drain from the easterly side of the building through two outlets to the combined sewer system in York Street. Both of these outlets would incorporate check valves. An oil/water separator is proposed for the lower parking area runoff (*Attachment L*).

Mr. Senus has reviewed the design of the biocell system and provided the following comments,

*Table 5 of the Stormwater Management Report indicates that the proposed Filter Surface Area is 18,992 SF; this number appears to be incorrect and should be clarified.*

*The stormwater inspection and maintenance plan should identify the annual reporting requirements per Chapter 32 of the City of Portland Code of Ordinances.*

These comments have been reflected in the conditions of approval.

**3. Public Infrastructure and Community Safety Standards**

*a. Consistency with Related Master Plans*

As noted above, the project is generally deemed consistent with related master plans.

*b. Public Safety and Fire Prevention*

During the preliminary review, the city's Fire Prevention Bureau raised concerns regarding emergency access to the rear of the proposed building. In response, the applicant has revised plans to show a 20 foot fire lane, accessed over a vertical curb from High Street, which would allow fire personnel to reach significant portions of the rear of the building. As noted in the applicant's original life safety summary, the building would also be fully sprinklered (*Attachment P*).

Assistant Fire Chief Keith Gautreau has reviewed the revised plans and verbally indicated that he approves of the design. However, the Assistant Chief was not available to formally comment in advance of the writing of this report. As such, his approval has been included as a condition of approval.

*c. Availability and Capacity of Public Utilities*

The Portland Water District has provided documentation of capacity to serve the project (*Attachment N*). David Margolis-Pineo, of the City's Department of Public Works, has requested additional information from the applicant related to sewer capacity. As noted above, a sewer capacity letter has been included as a condition of approval.

As previously described, the majority of the site's runoff would be collected and conveyed to the city's storm drain in High Street. As proposed, runoff from the bioretention cell would outlet to this storm drain via a line running under the sidewalk in the High Street right-of-way. Mr. Margolis-Pineo has requested that this storm drain be relocated to private property. Mr. Senus echoes this sentiment,

*The Applicant has proposed 80 linear feet of 12" storm drain pipe between DMH 1 and DMH2 within the High Street Right-of-Way, below the sidewalk. The Applicant should consider relocating this storm drain closer to the building and within the property limits, or, if acceptable to the City, an easement or agreement will be necessary between the*

*property owner and the City to identify the maintenance responsibilities for this infrastructure.*

Given existing grades, the applicant is proposing to direct the remainder of the site runoff to the combined sewer system in York Street. These outlets will incorporate check valves. An oil/water separator is proposed for the lower area parking area runoff. Regarding the oil/water separators, Mr. Senus writes,

*Sheet C4.01 includes a note stating that Casco traps shall be installed on stormdrains outletting from catch basins in the parking garage to act as an oil/water separator. Casco traps are a typical requirement for all catch basins connected to the City's storm drain or combined sewer system; however, the City requires that a separate structure designed for capture, storage and removal of oil and grit be provided for enclosed parking facilities. The City has accepted proprietary oil/water separators, or in-line manhole structures with sumps and inverted pipes on the outlet to provide for separation and capture of oil and grit. Exact requirements should be coordinated with DPW.*

Regarding the sewer connections, Mr. Margolis-Pineo writes,

*The City requires wastewater laterals 8" and larger be connected to manholes. In this case with a 36" oval brick sewer, core drilling or connecting into an existing manhole is preferred. More direction may be forth coming from John Emerson who heads up the City's Sewer Maintenance Division. 318-0239 Please be aware that the City requires a backflow preventer on all proposed laterals connecting to a combined sewer.*

A condition of approval has been drafted to address these comments.

**4. Site Design Standards**

*a. Massing, Ventilation, and Wind Impact*

The bulk, location, or height of the building is not likely to result in health or safety problems from a reduction in ventilation to abutting structures.

*b. Shadows*

The project is proposed in the B-3 zone; as such, this standard does not apply.

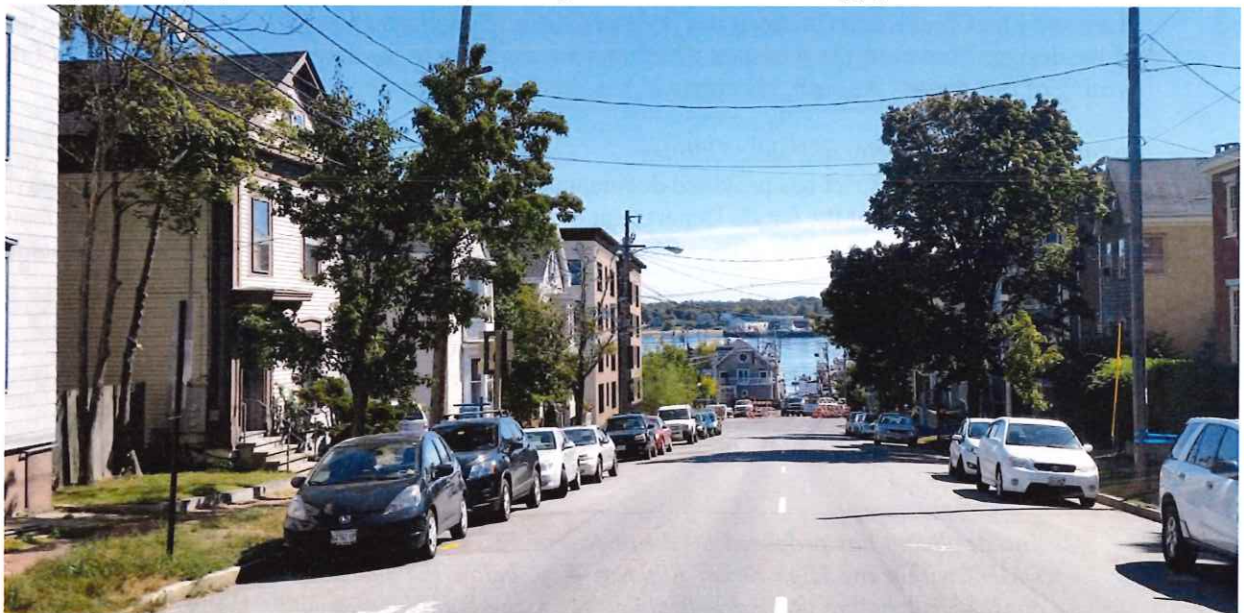


Figure 8: Rendering of High Street view corridor, with 101 York Street at bottom left

c. *Snow and Ice Loading*

The project is not anticipated to cause snow or ice loading issues.

d. *View Corridors*

High Street is designated in the city’s *Design Manual* as a protected view corridor. The applicant previously provided a rendering showing the view down High Street with the building massing as proposed (*Figure 8*). Per the site plan standard pertaining to view corridors, “the massing, location, and height of development shall not substantially obstruct public views.” Given the applicant’s renderings, no substantial obstruction of public views is anticipated.

e. *Historic Resources*

The project includes some minor site work on one parcel within the West End Historic District, 27 High Street. As such, this site work is subject to review for conformance with the historic preservation ordinance standards. Historic Preservation staff has not yet signed off on the site alterations at 27 High Street. As such, this has been included as a condition of approval.



Figure 9: Rendering of High Street façade, with 27 High Street at left

Further, portions of the proposed building lie within 100 feet of this district, meaning that the entire development is subject to review for general compatibility “with the major character-defining elements of the...portion of the district in the immediate vicinity” (*Section 14-526(d)5*). The applicant has provided a narrative which speaks to the compatibility of the proposed building with the context, writing “[t]he proposed project creates a bridge between the commercial brick buildings

of the Old Port and the wood residential buildings of the West End. While the functions of the building are divided vertically [(commercial space at level 1 and residential space on the upper levels)], the architecture is divided by the Old Port and West End” (*Attachment Q*).” They state, “[a]t the corner of York Street and High Street, the building...utilizes residentially scaled materials and colors similar to buildings of the West End. These facades are details [sic] in a more ornate fashion with historically proportioned trim, storefront details and cornice.”

Deb Andrews, the city’s Historic Preservation Manager, presented the preliminary drawings to the Historic Preservation Board for an advisory review on October 21, 2015. In her final comments on the drawings, which incorporate the feedback of the Historic Preservation Board, Ms. Andrews writes that “Historic Preservation Board members found that the revised design proposal was much improved from the initial proposal and responsive to many of the concerns and suggestions expressed by the board in its preliminary review” (*Attachment 6*). She notes two outstanding issues, including the absence of a residential entrance on the York or High Street elevations and a request for a continuation of the blond brick material to the ground floor of the corner building element. She also notes that the “[b]oard was not in a position to comment on the finer elements or features of the design given the fact that the submitted drawings do not include wall sections or details.” Staff has requested these materials through the design review.

f. *Exterior Lighting*

The applicant has provided a lighting plan specifying the city’s Eastern Waterfront fixtures on the York and High Street frontages and decorative pole-mounted lights at the building’s rear. All of these lights are full cutoff and meet the requirements of the city’s Technical Manual.

The applicant also proposes wall-mounted sconces on the York and High Street building façades that are designed as architectural lighting. These lights are not technically full cutoff. Per the code, any "architectural lighting" would need to meet *Technical Manual* standards, which include the provision that "[architectural] lighting shall be directed downward unless the development is located in an area of the city where uplighting is permitted" (14-526(D)6b and *Technical Manual Section 12.4*). In the final submittal, the applicant has provided specifications showing that each of the two architectural lights are downward directed. Both Historic Preservation staff and the city’s urban designer have reviewed the architectural lights and indicated their general approval.

The final photometric plan shows an average illumination level slightly exceeding the *Technical Manual* standard, as well as some light trespass to the north onto both adjacent properties on Danforth Street and some trespass onto 27 High Street (*Plan 17*). The applicant has requested lighting standard waivers. With regard to light trespass, it should be noted that two of the adjacent properties are owned by the applicant, and the applicant has provided a letter from the third property owner attesting to his comfort with the proposed lighting (*Attachment V*). Given the location of the relevant property lines near building and parking entrances, where adequate lighting is important, staff supports the lighting waivers.

g. *Noise and Vibration*

The applicant has not provided information on noise from HVAC and mechanical equipment in the final submittal. The applicant has requested that this be treated as a condition of approval.

h. *Signage and Wayfinding*

No signage or wayfinding is proposed at this time. A final signage and wayfinding plan is included as a condition of approval.



i. *Zoning-Related Design Standards*

The city’s site plan ordinance states that “Development in the B3, B5, B5-b, B7 business zones and in the B6 and EWPZ waterfront zones shall be designed to support the development of dense, mixed-use neighborhoods with attractive, safe and convenient street level



Figures 9 and 10: Rendering of corner of York and High Streets (top); York Street elevation (bottom)

pedestrian environments as demonstrated by compliance with all applicable design standards listed in the *Design Manual*” (Section 14-526(d)9.a(iii)). The *Design Manual* establishes design guidelines for the B-3 zone. The applicant has provided a brief narrative responding to the design guidelines (*Attachment Q*).

It should be noted that, following the workshop on this proposal, the applicant met on multiple occasions with staff to discuss changes to the building design. Ultimately, the applicant modified building materials, façade composition and fenestration patterns, roof lines, and entry design in an attempt to address staff concerns. The resulting drawings generally show a contextual building with rational façade composition, articulation at the base plane, and shifts in massing which help to mitigate its scale.

Caitlin Cameron, the city’s urban designer, has provided final comments from the design review (*Attachment I*). This review finds that, generally, the standards of the B-3 Downtown Urban Design Guidelines have been met. The outstanding items from the design review include:

- *Materials and detailing* – Specific details on the design of elements meant to provide articulation, including wall sections and details of storefronts, cornices, and entrances and window and door specifications, have not been provided;
- *Blank facades* – The project employs low seasonal landscaping on the blank area of the High Street façade. Raised planters previously shown in this location, which helped to mitigate the effect of the unarticulated wall, have been eliminated;
- *Pedestrian amenities* – Seating walls on York and planter walls on High Street have been removed from the final plans. These were desirable elements that added amenity to the project; and
- *Standards for increasing the setback beyond the build-to line* - As discussed above.

A condition of approval has been suggested to address these outstanding design items.

### XIII. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the planning board approve the proposed mixed-use development at 101 York Street.

### XIV. PROPOSED MOTIONS

#### A. FINDING REGARDING B-3 BUILD-TO LINE

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 December 8, 2015 for application 2015-139 relevant to Portland’s technical and design standards and other regulations; and the testimony presented at the planning board hearing, the Planning Board **finds/does not find** that the proposed building setback of greater than 5 feet on York Street complies with the requirements of *Section 14-526(d)9* in that it:

- (a) Provides substantial and viable publicly accessible open space or other amenity at the street level that supports and reinforces pedestrian activity and interest;
- (b) Does not substantially detract from the prevailing street wall character;
- (c) Does not detract from existing publicly accessible open space; and,
- (d) Is of high quality and character of design and of acceptable orientation to solar access and wind impacts as to be attractive to pedestrian activity.

The planning board **approves/does not approve** additional setback per *Section 14-220(c)* on the condition that the applicant shall provide revised plans including amenities and insuring public access in areas of increased setback for review and approval by the city’s urban designer prior to the issuance of a building permit.

#### B. 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 December 8, 2015 for application 2015-139 relevant to Portland’s technical and design standards and other regulations; and the testimony presented at the planning board hearing:

1. The planning board **finds/does not find**, based upon the consulting transportation engineer's review, that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard (*Section 1.7.2.7*) which requires that long arterials and collectors, minimum acceptable spacing between multiple driveways on adjacent lots shall be 100 feet on streets with a speed limit of 25 mph or less., that substantial justice and the public interest are secured with the proposed variation in this standard, and that the variation is consistent with the intent of the ordinance. The planning board **waives/does not waive** the *Technical Manual* standard (*Section 1.7.2.7*) to allow the separation on York Street as shown on the plans, on the condition, proposed by the consulting transportation engineer, that *the applicant revise the plans to narrow the adjacent driveway to the east to 20 feet with the intent of minimizing the driveway separation prior to the issuance of a building permit*;
2. The planning board **finds/does not find**, based on the Planning Authority's review, that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard (*Section 12.2*) requiring that the average illumination level on a site not exceed 1.25 footcandles and that the illumination level at the property line not exceed .1 footcandle, that substantial justice and the public interest are secured with the proposed variation in this standard, and that the variation is consistent with the intent of the ordinance. The planning board **waivers/does not waive** the *Technical Manual* standard (*Section 12.2*) to allow illumination levels as proposed in the photometric plan (*Plan 17*);
3. The planning board **finds/does not find** that the applicant has demonstrated that site constraints prevent the planting of all required street trees in the right-of-way. The planning board **waives/does not waive** the site plan standard (*Section 14-526 (b) (iii)*) requiring one street tree per unit for multi-family development and concludes that the applicant shall contribute \$4,400 to Portland's tree fund.

### C. 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 December 8, 2015 for application 2015-139 relevant to the subdivision regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **is/is not** in conformance with the subdivision standards of the land use code and **approves/does not approve** the application, subject to the following conditions of approval, which must be met prior to the signing of the plat:

1. The applicant shall finalize the subdivision plat for review and approval by Corporation Counsel, the Department of Public Services, and the Planning Authority;
2. Prior to Certificate of Occupancy, the applicant shall provide condominium documents for review and approval by Corporation Counsel; and
3. The applicant shall provide drafts of all necessary easements, including but not limited to:
  - a. A public access easement for areas of the sidewalk not in the right-of-way;
  - b. Access, utility, and maintenance easements from 27 High Street to 101 York Street (for areas including a proposed bioretention cell, a proposed fire lane, and patio );
  - c. Utility and construction easements from 78 Danforth Street to 101 York Street;
  - d. Access easement from 60 Danforth Street to 101 York Street, 78 Danforth Street, and 27 High Street;
  - e. Utility easement from 60 Danforth Street to 101 York Street and 78 Danforth Street;
  - f. Utility easement to 78 Danforth Street from 101 York Street;



- g. A construction easement from 75 York Street;
- h. A grading easement, as necessary, from 60 Danforth Street; and
- i. A drainage easement from the city for the storm drain located in the right-of-way for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority, with evidence of executed easements to be submitted prior to the issuance of a building permit;

#### **D. DEVELOPMENT 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 December 8, 2015 for application 2015-139 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 and **approves/does not approve** the application, subject to the following conditions of approval that must be met prior to the issuance of a building permit, unless otherwise stated:

1. The applicant shall provide a copy of the Notice of Intent to Comply with the Maine Construction General Permit;
2. The applicant shall provide a revised construction management plan for review and approval by the city's Department of Public Works and Planning Authority;
3. The applicant shall provide a revised plan set addressing the comments of the city's consulting traffic engineer (*Attachment 2*), including:
  - a. Reconfigured handicap ramps at the corner of York and High Streets;
  - b. Replacement of the existing mast arm structure and supporting equipment; and
  - c. A parking plan with dimensions noted;
4. The applicant shall provide a revised plan set eliminating the brick crosswalk in the driveway apron or obtain a change in sidewalk material policy from City Council for review and approval by the Department of Public Works;
5. The applicant shall provide a pavement marking plan for review and approval by the city's Department of Public Works;
6. The applicant shall provide a revised plan set addressing the comments of the city arborist (*Attachment 5*) and consulting civil engineer, including:
  - a. Bioretention cell plantings meeting the design guidelines of the Maine DEP;
  - b. Curbing in areas adjacent to pavement;
  - c. Raised tree planters or tree grates as specified on York Street;
  - d. The elimination of the street tree on York Street closest to High Street;
  - e. Modified street tree species; and
  - f. Additional screening on the Danforth Street frontage;
7. The applicant shall amend the stormwater report to clarify the proposed filter surface area and identify the annual reporting requirements per Chapter 32 of the city Code of Ordinances for review and approval by the city's consulting civil engineer;
8. The applicant shall revise the utility plans to include:
  - a. A structure designated for capture, storage, and removal of oil and grit from the parking facility and

- b. A sewer connection detail  
for review by the city’s Department of Public Works;
- 9. The applicant shall obtain final approval from Historic Preservation for proposed improvements to the property at 27 High Street for review and approval by the Planning Authority;
- 10. Prior to Certificate of Occupancy, the applicant shall provide documentation that HVAC and mechanical equipment meet applicable city standards for review and approval by the Planning Authority;
- 11. Prior to Certificate of Occupancy, the applicant shall provide a signage and wayfinding plan for review and approval by the Planning Authority;
- 12. The applicant shall provide:
  - a. Wall sections and details showing storefronts, cornices, and entrances;
  - b. Specifications for windows and doors;
  - c. Revised plans to differentiate the blank wall on the High Street façade;
 for review and approval by the city’s Planning Authority;
- 13. The applicant shall provide a sewer capacity letter for review and approval by the Planning Authority; and
- 14. The final plan set shall be reviewed and approved by the city’s Fire Prevention Bureau.

**XIV. ATTACHMENTS**

**PLANNING BOARD REPORT ATTACHMENTS**

- 1. Design review (memo from Caitlin Cameron, 11/25/15)
- 2. Traffic Engineer review (memo from Thomas Errico, 12/3/15)
- 3. Civil Engineer review (memo from David Senus, 11/24/15)
- 4. Department of Public Services review (memo from David Margolis-Pineo, 12/2/15)
- 5. City Arborist review (memo from Jeff Tarling, 11/25/15)
- 6. Historic Preservation review (memo from Deb Andrews, 12/3/15)

**APPLICANT’S SUBMITTALS**

- A. Level III Site Plan application
- B. Project Description
- C. Evidence of Right, Title, and Interest
- D. Evidence of State and/or Federal Permits
- E. Compliance with Applicable Zoning Requirements
- F. Proposed Easements
- G. Requested Waivers
- H. Financial and Technical Capacity
- I. Traffic Studies
- J. Significant Natural Features
- K. Narrative Describing the Site
- L. Stormwater Management Report
- M. Consistency with Master Plans
- N. Availability of Off-Site Facilities
- O. Solid Waste
- P. Fire Code Summary
- Q. Design Narrative
- R. HVAC Narrative
- S. Neighborhood Meeting Minutes
- T. Wind Analysis

- U. Response to Preliminary Comments
- V. Supplemental Lighting Information

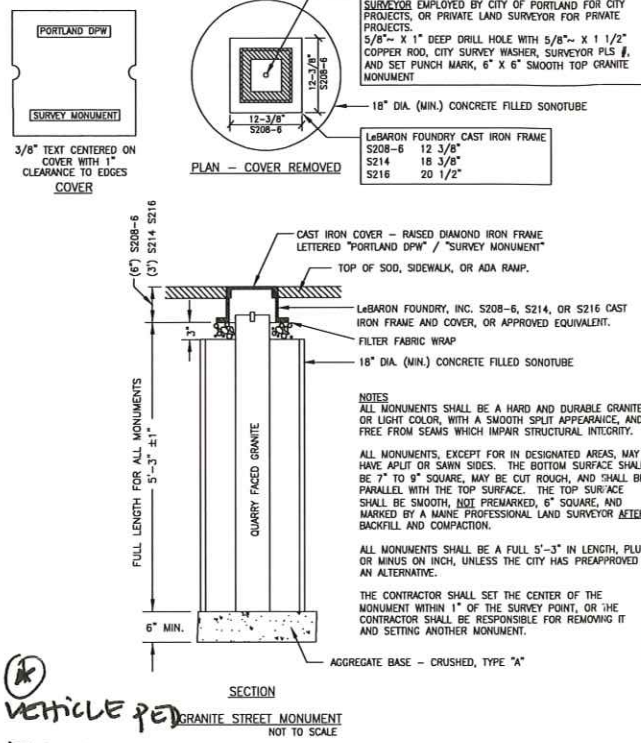
**PLANS**

- Plan 1. Cover Sheet
- Plan 2. Boundary Survey
- Plan 3. New Division of Lots
- Plan 4. Subdivision Plan
- Plan 5. Demolition Plan
- Plan 6. Overall Site and Utility Plan
- Plan 7. Site and Utility Plan
- Plan 8. Grading, Drainage, & Erosion Control Plan
- Plan 9. Details - 1
- Plan 10. Details - 2
- Plan 11. Bio-Cell Plan and Details
- Plan 12. Erosion Control Notes
- Plan 13. Hardscape Plan and Details
- Plan 14. Hardscape Plan and Details
- Plan 15. Landscape Plan Commercial
- Plan 16. Landscape Plan Residential
- Plan 17. Lighting and Photometric Plan
- Plan 18. Lighting Specifications
- Plan 19. Floor Plan 1
- Plan 20. Floor Plan 2
- Plan 21. Floor Plan 3-5
- Plan 22. Exterior Building Elevations
- Plan 23. Color Elevations High and York Streets
- Plan 24. Color Elevations Danforth Street
- Plan 25. Building Section and Roof Plan
- Plan 26. Rendering – York Street looking west
- Plan 27. Rendering – York and High
- Plan 28. Rendering – from across York
- Plan 29. Soil Boring Location Plan
- Plan 30. Construction Management Advance Site Work
- Plan 31. Construction Management Foundations
- Plan 32. Construction Management Steel & Plank Erection
- Plan 33. Construction Management Masonry & Site Work



**EASEMENTS AND RELEASES:**

1. AN ACCESS, UTILITY AND MAINTENANCE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING "UTILITIES SERVICES" AS DEFINED IN 33 M.R.S.A. SECTION 458, A COMMON AREA PLAZA, A PATIO, LANDSCAPING AND FIRE LANE / EMERGENCY VEHICLE ACCESS TO AND FROM 101 YORK STREET, LLC'S PROPERTY FOR THE BENEFIT OF 101 YORK STREET, LLC AND J.B. BROWN & SONS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, LOCATED ON A PORTION OF J.B. BROWN & SONS' REAL PROPERTY AT 27 HIGH STREET IN PORTLAND, MAINE. SAID EASEMENT IS INCLUDED IN THE CONVEYANCE FROM J.B. BROWN & SONS TO 101 YORK STREET, LLC BY QUITCLAIM DEED DATED APRIL 27, 2016 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33066, PAGE 241 AND IS DEPICTED ON EXHIBIT A OF SAID QUITCLAIM DEED.
2. A MUTUAL EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND WEST COMPANY LOCATED ON A PORTION OF THE REAL PROPERTY AT OR NEAR 60 DANFORTH STREET AND 78 DANFORTH STREET IN PORTLAND, MAINE. SAID MUTUAL EASEMENT AGREEMENT DATED MARCH 11, 2016, IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 32989, PAGE 288 AND CONTAINS THE FOLLOWING AGREEMENTS:
  - I. PERMANENT, NON-EXCLUSIVE UTILITY EASEMENT FOR BENEFIT FOR J.B. BROWN & SONS PROPERTY AND 101 YORK STREET, LLC PROPERTY IN COMMON WITH THE WEST COMPANY PROPERTY.
  - II. TEMPORARY CONSTRUCTION EASEMENT FOR BENEFIT OF PROJECT PROPERTY (101 YORK STREET).
3. A MUTUAL MAINTENANCE EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND 75 YORK STREET LLC LOCATED ON PORTIONS OF THE REAL PROPERTY OWNED BY J.B. BROWN & SONS, 101 YORK STREET, LLC AND 75 YORK STREET, LLC AT AND NEAR THEIR COMMON BOUNDARY LINES. SAID MUTUAL MAINTENANCE EASEMENT AGREEMENT DATED APRIL 22, 2016, IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33066, PAGE 91 AND PROVIDES MUTUAL EASEMENTS TO ENTER ON THE ADJACENT PROPERTY TO CONDUCT ANY MAINTENANCE AND REPAIRS TO THE IMPROVEMENTS ON ITS OWN LAND.
4. A CERTIFICATE OF COMPLETION OF REMEDIAL ACTIONS UNDER A VOLUNTARY RESPONSE ACTION PLAN ("VRAP") HAS BEEN ISSUED FROM THE COMMISSIONER OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER 38 M.R.S.A. SECTION 343-E AND HAS BEEN RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33199, BOOK 294, TOGETHER WITH A DECLARATION OF ENVIRONMENTAL COVENANT, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON SEPTEMBER 3, 2008, IN BOOK 2613, PAGE 47, AS REVISED AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33864, PAGE 63.
5. A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND 75 YORK STREET, LLC LOCATED ON A PORTION OF THE REAL PROPERTY AT 75 YORK STREET. SAID EASEMENT IS DATED APRIL 25, 2016 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33066, PAGE 83, WHICH AGREEMENT CREATES AN EASEMENT FOR J.B. BROWN & SONS AND 101 YORK STREET, LLC (AS SUCCESSOR) FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS (INCLUDING INGRESS, EGRESS AND ACCESS FOR AND BY CONSTRUCTION VEHICLES), AND TEMPORARY STORAGE OF MATERIALS OR EQUIPMENT, OVER THE 75 YORK STREET LOCATED WITHIN OR NEAR THE AREA DEPICTED ON THE EXHIBIT A ATTACHED TO SAID TEMPORARY CONSTRUCTION EASEMENT AGREEMENT.
6. THE SITE PLAN PROVIDES SIDEWALKS LOCATED PARTIALLY IN THE CITY RIGHT-OF-WAY AND PARTIALLY ON THE SUBJECT PROPERTY. SIDEWALK AREA ON PRIVATE PROPERTY TO BE SUBJECT TO A PUBLIC PEDESTRIAN ACCESS EASEMENT TO THE CITY OF PORTLAND, SAID EASEMENT TO THE CITY TO BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS. SAID EASEMENT SHALL BE REDUCED OR TERMINATED TO THE EXTENT THAT THE CITY OF PORTLAND PLANNING AUTHORITY APPROVES THE REDUCTION OR ELIMINATION OF SUCH SIDEWALKS ON THE SUBJECT PROPERTY.
7. A STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT BETWEEN 101 YORK STREET, LLC AND THE CITY OF PORTLAND DATED MAY 10, 2016 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33102, PAGE 305.
8. A DEED FROM 101 YORK STREET, LLC TO J.B. BROWN & SONS TO CONVEY THE GARAGE PORTION OF ORIGINAL LOT A, AS SHOWN ON THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGES 150 AND 151, TO BE RECORDED, WHICH DEED CONTAINS THE FOLLOWING EASEMENTS AND RESTRICTIONS:
  - 8A. A TWENTY FOOT WIDE EASEMENT AND RESTRICTION AREA BENEFITING NEW LOTS A AND B.
  - 8B. A COMMON FOUNDATION AGREEMENT BENEFITING NEW LOTS A AND B.
  - 8C. LANDSCAPED AREAS ON NEW LOT B AND ON 27 HIGH STREET TO BE MAINTAINED BY NEW LOT A.
  - 8D. A PEDESTRIAN ACCESS EASEMENT FROM FIRST FLOOR PARKING ON NEW LOT B TO THE STORAGE ROOM ON NEW LOT A FIRST FLOOR.
  - 8E. A PEDESTRIAN ACCESS EASEMENT FROM NEW LOT B FIRST FLOOR GARAGE TO NEW LOT A FIRST FLOOR.
  - 8F. A VEHICLE AND PEDESTRIAN ACCESS EASEMENT OVER NEW LOT A FROM YORK STREET TO NEW LOT B.
  - 8G. A STORMWATER DRAINAGE EASEMENT FROM FIRST FLOOR NEW LOT B OVER NEW LOT A TO YORK STREET.
  - 8H. A STORMWATER DRAINAGE EASEMENT FROM SECOND FLOOR NEW LOT B THROUGH NEW LOT A TO HIGH STREET AND INCLUDING BMP-BIO-CELL.
  - 8J. AN UTILITY EASEMENT FOR ELECTRICITY OVER NEW LOT B FOR NEW LOT A.
  - 8K. AN UTILITY EASEMENT FOR ELECTRICITY OVER 27 HIGH STREET FOR NEW LOT A.
  - 8L. AN UTILITY EASEMENT FOR GAS OVER NEW LOT A TO NEW LOT B.
  - 8M. AN UTILITY EASEMENT FOR WATER FROM NEW LOT A TO NEW LOT B.
  - 8N. AN UTILITY EASEMENT FOR ELECTRICITY FROM NEW LOT A TO NEW LOT B.



**GENERAL NOTES:**

1. THIS IS THE SUBDIVISION PLAN FOR THE CREATION OF UP TO 63 RESIDENTIAL CONDOMINIUM DWELLING UNITS AND UP TO 6 RETAIL CONDOMINIUM UNITS IN A NEW MIXED-USE BUILDING TO BE CONSTRUCTED ON THE SUBJECT PROPERTY. A PORTION OF ORIGINAL LOT A, CONSISTING PRIMARILY OF THE PARKING GARAGE, AS SHOWN ON THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGES 150, IS TO BE CONVEYED TO THE ADJOINING OWNER OF ORIGINAL LOT B.
2. THE SIGNATURE PLANNING BOARD OF THE CITY OF PORTLAND PLANNING BOARD ON THIS SUBDIVISION PLAN CONSTITUTE SUBDIVISION APPROVAL FOR THE RATIFICATION OF 63 RESIDENTIAL CONDOMINIUM UNITS AND APPROVAL OF UP TO 6 RETAIL CONDOMINIUM UNITS AND THE REMOVAL OF THE PARKING GARAGE PORTION OF ORIGINAL LOT A, AS SHOWN ON THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGES 150, IS TO BE CONVEYED TO THE ADJOINING OWNER OF ORIGINAL LOT B.
3. TOTAL LAND AREA OF SUBJECT PROPERTY IS APPROXIMATELY 24,558 SQ. FT.
4. LAND BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON AN ON-THE-GROUND SURVEY TITLED "NEW DIVISION OF LOTS ON HIGH, DANFORTH, MAPLE & YORK STREETS, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR J.B. BROWN & SONS" BY OWEN HASKELL, INC. DATED DECEMBER 3, 2013 AND REVISED APRIL 25, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 124.
5. ZONING DISTRICT: SUBJECT PROPERTY IS LOCATED IN THE B-3 DOWNTOWN BUSINESS DISTRICT. SPACE AND BULK CRITERIA FOR THE B-3 DOWNTOWN BUSINESS DISTRICT ARE AS FOLLOWS:
  - a. MIN. LOT SIZE: NONE
  - b. MIN. STREET FRONTAGE: 15'
  - c. MAX FRONT YARD SETBACK: 5' OR LESS
  - d. MIN. YARD DIMENSIONS: NONE
  - e. MIN. LOT WIDTH: NONE
  - f. MAX LOT COVERAGE: 100%
  - g. MAX HEIGHT OF BUILDING: 65'
6. THE FOLLOWING IS THE APPROXIMATE FLOOR SPACE AREA FOR EACH PROPOSED USE:
 

RESTAURANT:	7,000 S.F.
RETAIL:	9,855 S.F.
RESIDENTIAL:	80,795 S.F.
TOTAL:	97,650 S.F.
7. THE TOTAL NUMBER OF PARKING SPACES REQUIRED FOR THE YORK STREET MIXED-USE DEVELOPMENT IS 122 SPACES. EXCESS PARKING WILL BE PROVIDED OFF SITE IN THE PARKING GARAGE.
8. A SUBDIVISION IS DEFINED AS THE DIVISION OF A LOT, TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS, INCLUDING LOTS OF FORTY (40) ACRES OR MORE, WITHIN ANY FIVE-YEAR PERIOD WHETHER ACCOMPLISHED BY SALE, LEASE, DEVELOPMENT, BUILDINGS OR OTHERWISE AND AS FURTHER DEFINED IN 30-A M.R.S.A. SECTION 4401. THE TERM SUBDIVISION SHALL INCLUDE THE DIVISION OF A LOT, TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD AND THE EXISTING STRUCTURE OR STRUCTURES PREVIOUSLY USED FOR COMMERCIAL OR INDUSTRIAL USE INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD. THE AREA INCLUDED IN THIS EXPANSION OF AN EXISTING STRUCTURE IS DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSES OF THIS PARAGRAPH. A DWELLING UNIT SHALL INCLUDE ANY PART OF A STRUCTURE WHICH, THROUGH SALE OR LEASE, IS INTENDED FOR HUMAN HABITATION, INCLUDING SINGLE-FAMILY AND MULTI-FAMILY HOUSING CONDOMINIUMS, TIME-SHARE UNITS AND APARTMENTS.
9. THIS IS A PRIVATE DEVELOPMENT. MAINTENANCE AND MANAGEMENT OF SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, AND SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE OWNER, AND THE CONDOMINIUM ASSOCIATION AS SUCCESSOR TO THE RECORD OWNER.
10. THE OWNER, AND THE CONDOMINIUM ASSOCIATION AS SUCCESSOR TO THE RECORD OWNER, SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ARTICLE III, POST-CONSTRUCTION STORM WATER MANAGEMENT, WHICH SPECIFIES ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS AT A MINIMUM. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING IT AND SETTING ANOTHER MONUMENT.
11. DURING CONSTRUCTION, THE DEVELOPER/CONTRACTOR/SUBCONTRACTOR MUST COMPLY WITH THE CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLANS AND MEET CITY STANDARDS AND STATE GUIDELINES. STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT BETWEEN THE CITY OF PORTLAND AND 101 YORK STREET, LLC IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33102, PAGE 305. A CONDOMINIUM ASSOCIATION WILL BE ORGANIZED, AS SUCCESSOR TO THE OWNER, TO TAKE OVER THE SAID RESPONSIBILITIES OF MAINTENANCE AND MANAGEMENT AS DESCRIBED IN THIS NOTE 10.
12. FOR PURPOSES OF SUCCESSION FOR THE OBLIGATIONS AND RESPONSIBILITIES SET FORTH IN THESE NOTES, INCLUDING NOTES 9 AND 10 ABOVE, A DECLARATION OF CONDOMINIUM FOR THE YORK STREET MIXED USE DEVELOPMENT SHALL BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

**1. CONSTRUCTION:**

- a. METHODS AND MATERIALS USED IN CONSTRUCTION OF IMPROVEMENTS WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CURRENT CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND SPECIFICATIONS AND/OR CURRENT M.D.T. STANDARDS AND SPECIFICATIONS.
- b. ALL CURBING SHALL BE DESIGNED AND BUILT WITH TIP-DOWNS AT ALL DRIVEWAYS AND CROSSWALKS, IN ACCORDANCE WITH CITY OF PORTLAND PUBLIC WORKS DEPARTMENT TECHNICAL STANDARDS AND GUIDELINES. FINAL AS-BUILT LOCATIONS OF CURBING AND TIP DOWNS SHALL BE COORDINATED WITH PUBLIC WORKS DEPARTMENT. ALL WATER MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH PORTLAND WATER DISTRICT STANDARDS. ALL NATURAL GAS MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH UTILTY STANDARDS.
- c. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION. BEST MANAGEMENT PRACTICES PUBLISHED BY THE CUMBERLAND COUNTY SOL AND WATER DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003 OR LATEST EDITION. CONTRACTOR SHALL POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
- d. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE. APPLICANT, OR AN AUTHORIZED AGENT, MUST BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION.
- e. WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN, APPROPRIATE FOR THE TYPE OF CONSTRUCTION, MUST BE EMPLOYED TO REGULATE TRAFFIC. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED AND DISPOSED OF IN ACCORDANCE WITH CITY OF PORTLAND'S SOLID WASTE ORDINANCE CHAPTER 12.
- f. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE DEVELOPER/CONTRACTOR AT THEIR EXPENSE.
- g. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE THEIR INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR LICENSED IN THE STATE OF MAINE AT THE CONTRACTOR/DEVELOPER'S EXPENSE.
- h. ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT SEWER DIVISION.
- i. ALL NEW CONNECTIONS, RECONNECTIONS, ETC. TO SANITARY OR STORM SEWERS SHALL REQUIRE A CONNECTION PERMIT PRIOR TO BEGINNING ANY WORK. THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO COMMENCEMENT TO ALLOW FOR INSPECTION.
- j. A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
- k. THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATIONS TO OR DEVIATIONS FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATIONS AND SIZE OF BUILDINGS.
- l. LANDSCAPING SHALL MEET THE CITY OF PORTLAND TECHNICAL MANUAL, INCLUDING STREET TREES TO BE INSTALLED IN THE CITY RIGHT-OF-WAY AS SHOWN ON THE LANDSCAPING PLAN. STREET TREES SHALL BE A SPECIES IDENTIFIED ON THE CITY OF PORTLAND RECOMMENDED TREE LIST, UNLESS OTHERWISE APPROVED BY THE PORTLAND CITY ARBORIST OR HIS/HER DESIGNEE.
- m. ALL DISTURBED AREA ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREA SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER MATERIALS AS REQUIRED BY BEST MANAGEMENT PRACTICES.
- n. THE CONTRACTOR OR APPLICANT IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT INSPECTION DIVISION IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR/CONTRACTOR REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF DETAILED CONSTRUCTION SCHEDULE AT ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR PRECONSTRUCTION MEETING.

UNIT TYPE	AREA SF	TOTAL
1 BEDROOM	767	4
1 BEDROOM	756	4
1 BEDROOM	772	4
1 BEDROOM	867	4
2 BEDROOM	1,185	16
2 BEDROOM	1,164	8
2 BEDROOM	1,187	4
2 BEDROOM	1,190	4
2 BEDROOM	1,216	4
2 BEDROOM	1,240	3
2 BEDROOM	1,280	4
3 BEDROOM	1,511	4
<b>TOTAL:</b>		<b>63</b>

THIS PLAN AMENDS PLAN RECORDED IN PLAN BOOK 216, PAGE 151

**AMENDED SUBDIVISION PLAT**

York Street - Mixed Use Development on  
High, Danforth, Maple & York Streets  
Portland, Cumberland County, Maine  
Made for Record Owner  
101 York Street, LLC  
10 Free Street, Portland, Maine

JOHN C. SCHIANDA  
PROFESSIONAL LAND SURVEYOR NO. 1252  
IN THE STATE OF MAINE  
DATE OF PLAT: MAY 11, 2017

OHI JOB NO. 2013-194P

SHEET 2 OF 2

**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

curb

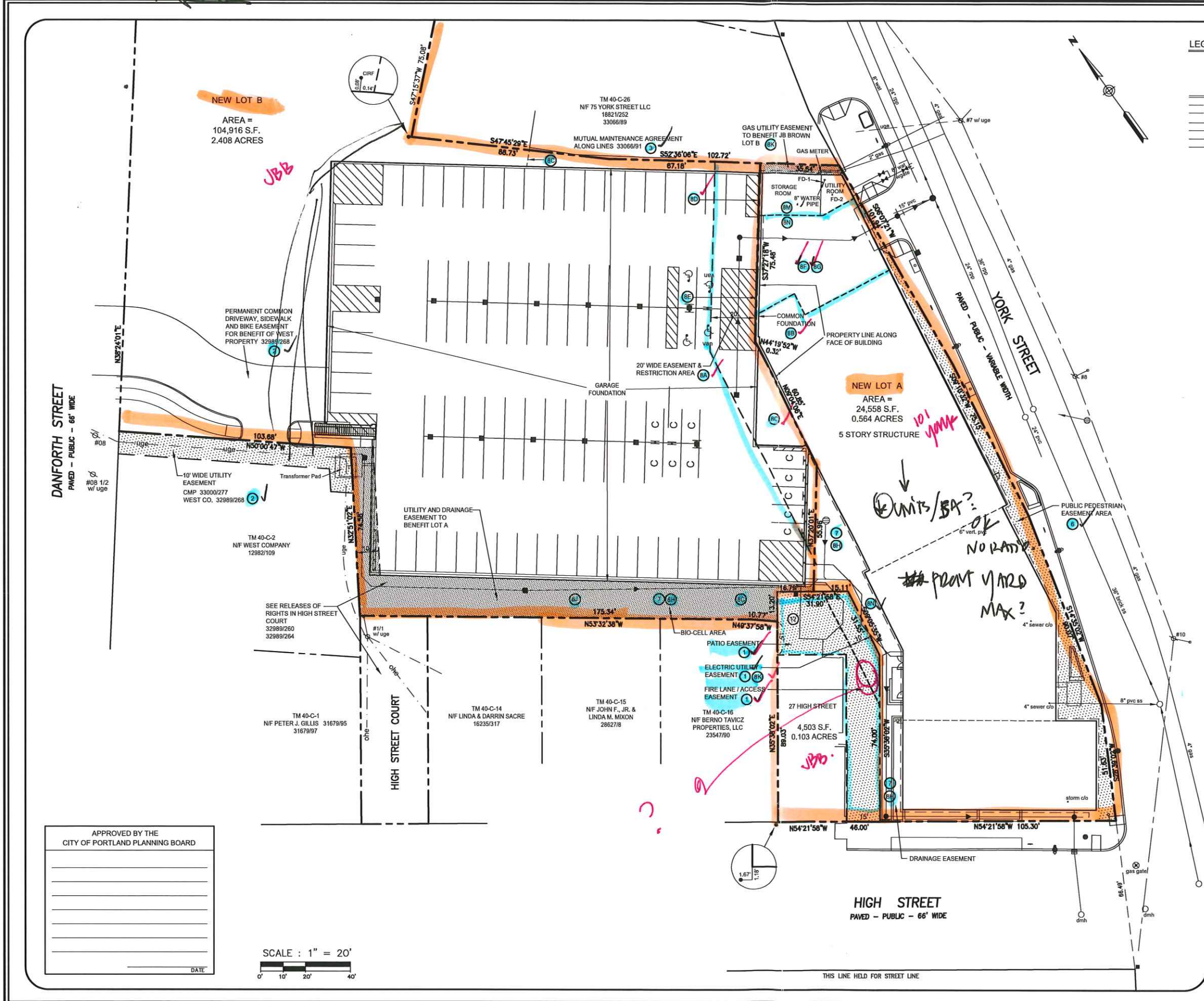
DOES LEASE NEED TO SHOW MORE?

VEHICLE PED FROM B TO A?

BOOK + PAGE

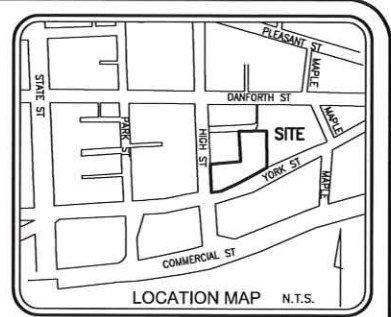
EXISTING BASEMENT  
LARGE UNITS 63 RES + 9 RETAIL  
LA GARAGE

124



**LEGEND**

- IRON PIPE OR ROD FOUND
- UTILITY POLE
- MANHOLE
- CATCH BASIN
- CURB
- OVERHEAD WIRES
- UNDERGROUND ELECTRIC
- WATER LINE
- GAS LINE
- SANITARY SEWER
- STORM DRAIN
- ⊖ RELEASE OR EASEMENT (SEE SHEET 2)



- NOTES**
- OWNERS OF RECORD:  
 TAX MAP 40 BLOCK C LOT 9  
 J.B.BROWN & SONS  
 P.O. BOX 207, PORTLAND, MAINE 04112  
 C.C.R.D. BOOK 4842, PAGE 336, BOOK 4156, PAGE 65  
 TAX MAP 40 BLOCK D LOT 5  
 101 YORK STREET, LLC  
 10 FREE STREET, PORTLAND, MAINE 04101  
 C.C.R.D. BOOK 33066, PAGE 241
  - BEARINGS ARE GRID NORTH AND ELEVATIONS ARE CITY DATUM AS BASED ON MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF HIGH STREET AND NORTHWEST SIDE OF YORK STREET AND MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF STATE STREET AND NORTHWEST LINE OF YORK STREET.
  - STREET LINES OF HIGH STREET, DANFORTH STREET AND MAPLE STREET ARE BASED ON MONUMENTS FOUND AS SHOWN AND TIES OFF BUILDING AT MAPLE AND YORK AS SHOWN ON CITY ENGINEERING PLANS. STREET LINE OF YORK STREET BASED ON SURVEYS BY H.I. & E.C. JORDAN - SURVEYORS.

THIS PLAN AMENDS PLAN RECORDED IN PLAN BOOK 216, PAGE 150

**AMENDED SUBDIVISION PLAT**

York Street - Mixed Use Development  
 on  
 High, Danforth, Maple & York Streets  
 Portland, Cumberland County, Maine  
 Made for Record Owner  
 101 York Street, LLC  
 10 Free Street, Portland, Maine

**Surveyor's Certification**

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

JOHN C. SCHWANDA  
 PROFESSIONAL LAND SURVEYOR NO. 1252  
 IN THE STATE OF MAINE  
 DATE OF PLAT: MAY 11, 2017

OHI JOB NO. 2013-194P

SHEET 1 OF 2



**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

APPROVED BY THE  
 CITY OF PORTLAND PLANNING BOARD

\_\_\_\_\_

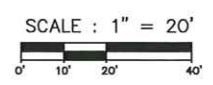
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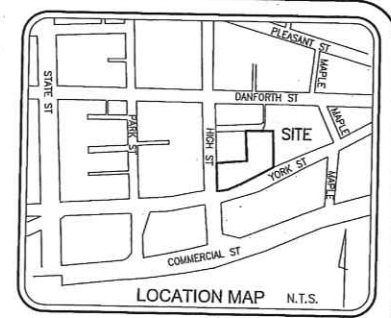
DATE \_\_\_\_\_



HIGH STREET  
 PAVED - PUBLIC - 66' WIDE

THIS LINE HELD FOR STREET LINE

- LEGEND**
- IRON PIPE OR ROD FOUND
  - UTILITY POLE
  - MANHOLE
  - CATCH BASIN
  - CURB
  - OVERHEAD WIRES
  - UNDERGROUND ELECTRIC
  - WATER LINE
  - GAS LINE
  - SS SANITARY SEWER
  - SD STORM DRAIN
  - RELEASE OR EASEMENT (SEE SHEET 2)



- NOTES**
- OWNERS OF RECORD:  
TAX MAP 40 BLOCK C LOT 9  
J.B. BROWN & SONS  
P.O. BOX 207, PORTLAND, MAINE 04112  
C.C.R.D. BOOK 4842, PAGE 336, BOOK 4156, PAGE 65  
TAX MAP 40 BLOCK D LOT 5  
101 YORK STREET, LLC  
10 FREE STREET, PORTLAND, MAINE 04101  
C.C.R.D. BOOK 33086, PAGE 241
  - BEARINGS ARE GRID NORTH AND ELEVATIONS ARE CITY DATUM AS BASED ON MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF HIGH STREET AND NORTHWEST SIDE OF YORK STREET AND MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF STATE STREET AND NORTHWEST LINE OF YORK STREET.
  - STREET LINES OF HIGH STREET, DANFORTH STREET AND MAPLE STREET ARE BASED ON MONUMENTS FOUND AS SHOWN AND TIES OFF BUILDING AT MAPLE AND YORK AS SHOWN ON CITY ENGINEERING PLANS. STREET LINE OF YORK STREET BASED ON SURVEYS BY H.I. & E.C. JORDAN - SURVEYORS.

THIS PLAN AMENDS PLAN RECORDED IN PLAN BOOK 216, PAGE 150

**AMENDED SUBDIVISION PLAT**

York Street - Mixed Use Development  
on  
High & York Streets  
Portland, Cumberland County, Maine  
Made for Record Owner  
101 York Street, LLC  
10 Free Street, Portland, Maine

**Surveyor's Certification**  
OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

JOHN C. SCHWANDA  
PROFESSIONAL LAND SURVEYOR NO. 1252  
IN THE STATE OF MAINE  
DATE OF PLAT: JULY 11, 2017

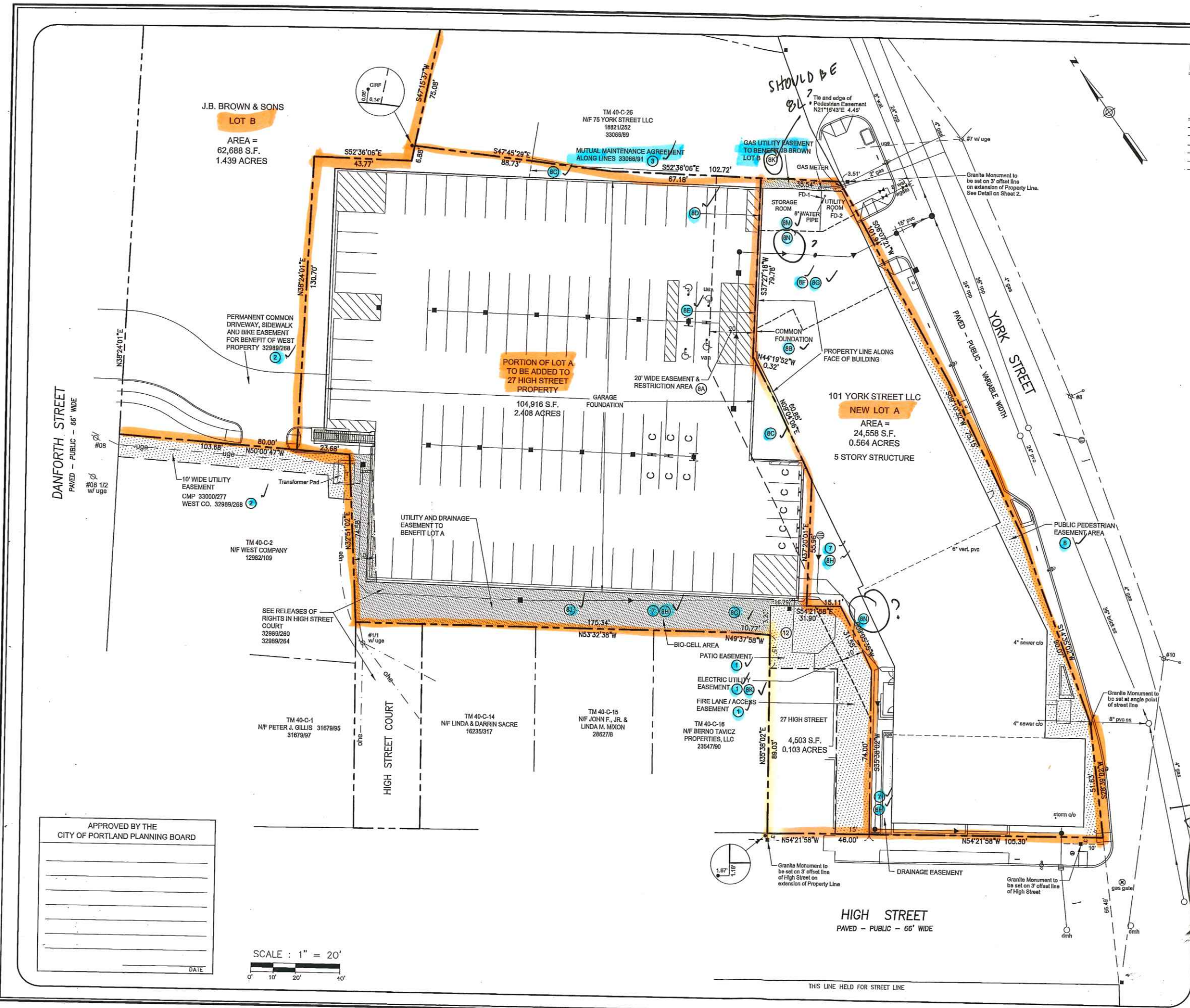
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SHEET 1 OF 2

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www.owenhaskell.com

STAMP



J.B. BROWN & SONS  
LOT B  
AREA = 62,688 S.F.  
1.439 ACRES

PORTION OF LOT A  
TO BE ADDED TO  
27 HIGH STREET  
PROPERTY

101 YORK STREET LLC  
NEW LOT A  
AREA = 24,558 S.F.  
0.564 ACRES  
5 STORY STRUCTURE

104,916 S.F.  
2.408 ACRES

4,503 S.F.  
0.103 ACRES

TM 40-C-2  
NIF WEST COMPANY  
12982109

TM 40-C-1  
NIF PETER J. GILLIS  
3167895  
3167897

TM 40-C-14  
NIF LINDA & DARRIN SACRE  
16235317

TM 40-C-15  
NIF JOHN F. JR. &  
LINDA M. MOXON  
286278

TM 40-C-16  
NIF BERNO TAVICZ  
PROPERTIES, LLC  
23547790

DANFORTH STREET  
PAVED - PUBLIC - 66' WIDE

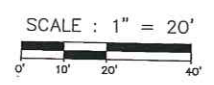
HIGH STREET COURT

HIGH STREET  
PAVED - PUBLIC - 66' WIDE

YORK STREET  
PAVED - PUBLIC - VARIABLE WIDTH

APPROVED BY THE  
CITY OF PORTLAND PLANNING BOARD

DATE: \_\_\_\_\_



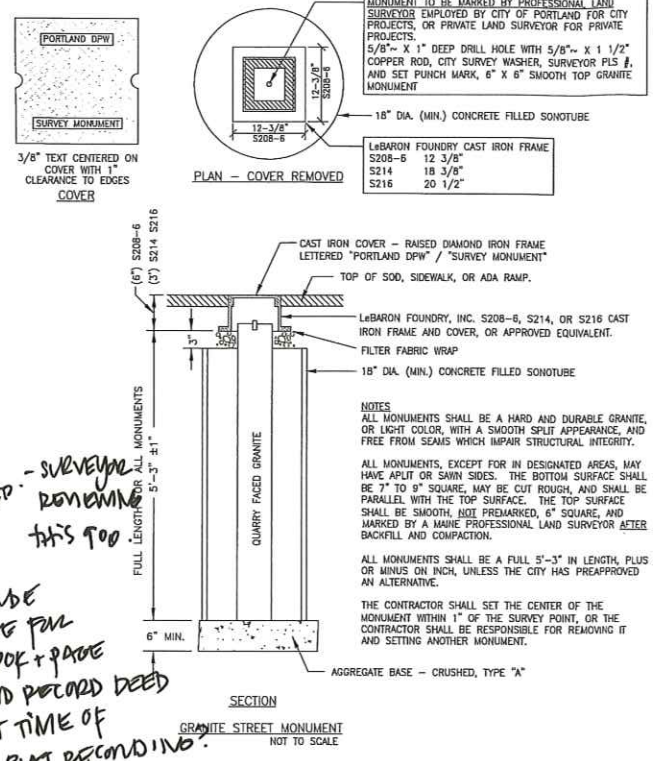
THIS LINE HELD FOR STREET LINE

PLANNING COMMENT 7/19/17

**EASEMENTS AND RELEASES:**

1. AN ACCESS, UTILITY AND MAINTENANCE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING "UTILITIES SERVICES" AS DEFINED IN 33 M.R.S.A. SECTION 45B, A COMMON AREA PLAZA, A PATIO, LANDSCAPING AND FIRE LANE / EMERGENCY VEHICLE ACCESS TO AND FROM 101 YORK STREET, LLC'S PROPERTY FOR THE BENEFIT OF 101 YORK STREET, LLC AND J.B. BROWN & SONS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, LOCATED ON A PORTION OF J.B. BROWN & SONS' REAL PROPERTY AT 27 HIGH STREET IN PORTLAND, MAINE. SAID EASEMENT IS INCLUDED IN THE CONVEYANCE FROM J.B. BROWN & SONS TO 101 YORK STREET, LLC BY QUITCLAIM DEED DATED APRIL 22, 2016 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33065, PAGE 241 AND IS DEPICTED ON EXHIBIT A OF SAID QUITCLAIM DEED.
2. A MUTUAL EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND WEST COMPANY LOCATED ON A PORTION OF THE REAL PROPERTY AT OR NEAR 60 DANFORTH STREET AND 78 DANFORTH STREET IN PORTLAND, MAINE. SAID MUTUAL EASEMENT AGREEMENT DATED MARCH 11, 2016, IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 32989, PAGE 268 AND CONTAINS THE FOLLOWING AGREEMENTS:
  - a. PERMANENT, NON-EXCLUSIVE UTILITY EASEMENT FOR BENEFIT FOR J.B. BROWN & SONS PROPERTY AND 101 YORK STREET, LLC PROPERTY IN COMMON WITH THE WEST COMPANY PROPERTY.
  - b. TEMPORARY CONSTRUCTION EASEMENT FOR BENEFIT OF PROJECT PROPERTY (101 YORK STREET).
  - c. A MUTUAL MAINTENANCE EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND 75 YORK STREET LLC LOCATED ON PORTIONS OF THE REAL PROPERTY OWNED BY J.B. BROWN & SONS, 101 YORK STREET, LLC AND 75 YORK STREET, LLC AT AND NEAR THEIR COMMON BOUNDARY LINES. SAID MUTUAL MAINTENANCE EASEMENT AGREEMENT DATED APRIL 22, 2016, IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33065, PAGE 91 AND PROVIDES MUTUAL EASEMENTS TO ENTER ON THE ADJACENT PROPERTY TO CONDUCT ANY MAINTENANCE AND REPAIRS TO THE IMPROVEMENTS ON ITS OWN LAND.
  - d. A CERTIFICATE OF COMPLETION OF REMEDIAL ACTIONS UNDER A VOLUNTARY RESPONSE ACTION PLAN ("VRAP") HAS BEEN ISSUED FROM THE COMMISSIONER OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER 38 M.R.S.A. SECTION 343-E AND HAS BEEN RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33199, BOOK 294, TOGETHER WITH A DECLARATION OF ENVIRONMENTAL COVENANT, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON SEPTEMBER 3, 2009, IN BOOK 26313, PAGE 47, AS REPLACED AND SUPERCEDED BY A CERTAIN AMENDED AND RESTATED DECLARATION OF ENVIRONMENTAL COVENANT DATED FEBRUARY 15, 2017 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33864, PAGE 63.
  - e. A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND 75 YORK STREET, LLC LOCATED ON A PORTION OF THE REAL PROPERTY AT 75 YORK STREET, SAID EASEMENT IS DATED APRIL 25, 2016 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33065, PAGE 63, WHICH AGREEMENT CREATES AN EASEMENT FOR J.B. BROWN & SONS AND 101 YORK STREET, LLC (AS SUCCESSOR) FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS (INCLUDING INGRESS, EGRESS AND ACCESS FOR AND BY CONSTRUCTION VEHICLES), AND TEMPORARY STORAGE OF MATERIALS OR EQUIPMENT, OVER THE 75 YORK STREET PROPERTY LOCATED WITHIN OR NEAR THE AREA DEPICTED ON THE EXHIBIT A ATTACHED TO SAID TEMPORARY CONSTRUCTION EASEMENT AGREEMENT.
  - f. THE SITE PLAN PROVIDES SIDEWALKS LOCATED PARTIALLY IN THE CITY RIGHT-OF-WAY AND PARTIALLY ON THE SUBJECT PROPERTY. SIDEWALK AREA ON PRIVATE PROPERTY TO BE SUBJECT TO A PUBLIC PEDESTRIAN ACCESS EASEMENT TO THE CITY OF PORTLAND. SAID EASEMENT TO THE CITY TO BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS. SAID EASEMENT SHALL BE REDUCED OR TERMINATED TO THE EXTENT THAT THE CITY OF PORTLAND PLANNING AUTHORITY APPROVES THE REDUCTION OR ELIMINATION OF SUCH SIDEWALKS ON THE SUBJECT PROPERTY.
  - g. A STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT BETWEEN 101 YORK STREET, LLC AND THE CITY OF PORTLAND DATED MAY 10, 2016 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33102, PAGE 305.
  - h. A DEED FROM 101 YORK STREET, LLC TO J.B. BROWN & SONS TO CONVEY THE GARAGE PORTION OF ORIGINAL LOT A, AS SHOWN ON THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGES 150 AND 151, TO BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, WHICH DEED CONTAINS THE FOLLOWING EASEMENTS AND RESTRICTIONS:
    - a. A TWENTY FOOT WIDE EASEMENT AND RESTRICTION AREA BENEFITING NEW LOT A AND THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY.
    - aa. A COMMON FOUNDATION AGREEMENT BENEFITING NEW LOT A AND THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY.
    - ab. LANDSCAPED AREAS ON THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY AND ON 27 HIGH STREET TO BE MAINTAINED BY NEW LOT A.
    - ac. A PEDESTRIAN ACCESS EASEMENT FROM FIRST FLOOR PARKING ON THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY TO THE STORAGE ROOM ON NEW LOT A FIRST FLOOR.
    - ad. A PEDESTRIAN ACCESS EASEMENT FROM THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY FIRST FLOOR GARAGE TO NEW LOT A FIRST FLOOR.
    - ae. A VEHICLE AND PEDESTRIAN ACCESS EASEMENT OVER NEW LOT A FROM YORK STREET TO THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY.
    - af. A STORMWATER DRAINAGE EASEMENT FROM FIRST FLOOR ON THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY OVER NEW LOT A TO YORK STREET.
    - ag. A STORMWATER DRAINAGE EASEMENT FROM SECOND FLOOR ON THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY THROUGH NEW LOT A TO HIGH STREET AND INCLUDING BMP-BIO-CELL.
    - ah. A UTILITY EASEMENT FOR ELECTRICITY OVER THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY FOR NEW LOT A.
    - ai. A UTILITY EASEMENT FOR ELECTRICITY OVER 27 HIGH STREET FOR NEW LOT A.
    - aj. A UTILITY EASEMENT FOR GAS OVER NEW LOT A TO THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY.
    - ak. A UTILITY EASEMENT FOR WATER FROM NEW LOT A TO THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY.
    - al. A UTILITY EASEMENT FOR ELECTRICITY FROM DANFORTH STREET OVER NEW LOT A TO THE PORTION OF LOT A TO BE ADDED TO THE 27 HIGH STREET PROPERTY.
    - am. A SHARED MAINTENANCE ACCESS EASEMENT AT THE COMMON BOUNDARY BETWEEN 101 YORK STREET, LLC'S PROPERTY AND J.B. BROWN'S PROPERTY CONVEYED BY THE DEED DESCRIBED IN NO. 8 ABOVE.

**9. DEFERENCE PARKING AGREEMENT**



*TO BE RECORDED - SURVEYOR REVIEWING THIS TOO*

*INCLUDE SPACE FOR BOOK + PAGE AND RECORD DEED AT TIME OF PLAT RECORDING.*

*?*

UNIT TYPE	AREA SF	TOTAL
1 BEDROOM	767	4
1 BEDROOM	756	4
1 BEDROOM	772	4
1 BEDROOM	967	4
2 BEDROOM	1,185	16
2 BEDROOM	1,164	8
2 BEDROOM	1,187	4
2 BEDROOM	1,190	4
2 BEDROOM	1,216	4
2 BEDROOM	1,240	3
2 BEDROOM	1,280	4
3 BEDROOM	1,511	4
<b>TOTAL:</b>		<b>63</b>

- GENERAL NOTES:**
1. THIS IS THE SUBDIVISION PLAN FOR THE CREATION OF UP TO 63 RESIDENTIAL CONDOMINIUM DWELLING UNITS AND UP TO 6 RETAIL CONDOMINIUM UNITS IN A NEW MIXED-USE BUILDING TO BE CONSTRUCTED ON THE SUBJECT PROPERTY. A PORTION OF ORIGINAL LOT A, CONSISTING PRIMARILY OF THE PARKING GARAGE, AS SHOWN ON THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGES 150, IS TO BE CONVEYED TO THE ABUTTING OWNER OF ORIGINAL LOT B.
  2. THE SIGNATURES OF THE CITY OF PORTLAND PLANNING BOARD ON THIS SUBDIVISION PLAN CONSTITUTE SUBMISSION APPROVAL FOR THE RATIFICATION OF 63 RESIDENTIAL CONDOMINIUM UNITS AND APPROVAL OF UP TO 6 RETAIL CONDOMINIUM UNITS AND THE REMOVAL OF THE PARKING GARAGE PORTION OF ORIGINAL LOT A, AS SHOWN ON THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGE 150 AND 151.
  3. TOTAL LAND SURFACE AREA IS APPROXIMATELY 24,509 SQ FT.
  4. LAND BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON AN ON-THE-GROUND SURVEY TITLED "NEW DIVISION OF LOTS ON HIGH, DANFORTH, MAPLE & YORK STREETS, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR J.B. BROWN & SONS" BY OWEN HASKELL, INC. DATED DECEMBER 3, 2013 AND REVISED APRIL 25, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 124.
  5. ZONING DISTRICT: SUBJECT PROPERTY IS LOCATED IN THE B-3 DOWNTOWN BUSINESS DISTRICT. SPACE AND BULK CRITERIA FOR THE B-3 DOWNTOWN BUSINESS DISTRICT ARE AS FOLLOWS:
    - a. MIN. LOT SIZE: NONE
    - b. MIN. STREET FRONTAGE: 15'
    - c. MAX FRONT YARD SETBACK: 5' OR LESS
    - d. MIN. YARD DIMENSIONS: NONE
    - e. MIN. LOT WIDTH: NONE
    - f. MAX LOT COVERAGE: 100%
    - g. MAX HEIGHT OF BUILDING: 45'
  6. THE FOLLOWING IS THE APPROXIMATE FLOOR SPACE AREA FOR EACH PROPOSED USE:
 

RESTAURANT:	7,000 S.F.
RETAIL:	9,585 S.F.
RESIDENTIAL:	80,798 S.F.
<b>TOTAL:</b>	<b>97,753 S.F.</b>
  7. THE TOTAL NUMBER OF PARKING SPACES REQUIRED FOR THE YORK STREET MIXED-USE DEVELOPMENT IS 122 SPACES. EXCESS PARKING WILL BE PROVIDED OFF SITE IN THE PARKING GARAGE.
  8. A SUBDIVISION IS DEFINED AS THE DIVISION OF A LOT, TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS, INCLUDING LOTS OF FORTY (40) ACRES OR MORE, WITHIN ANY FIVE-YEAR PERIOD WHETHER ACCOMPLISHED BY SALE, LEASE, DEVELOPMENT, BUILDINGS OR OTHERWISE AND AS FURTHER DEFINED IN 30-A M.R.S.A. SECTION 4401. THE TERM SUBDIVISION SHALL ALSO INCLUDE THE DIVISION OF A NEW STRUCTURE OR STRUCTURES ON A TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD. THE AREA INCLUDED IN THIS EXPANSION OF AN EXISTING STRUCTURE IS DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSES OF THIS PARAGRAPH. A DWELLING UNIT SHALL INCLUDE ANY PART OF A STRUCTURE WHICH, THROUGH SALE OR LEASE, IS INTENDED FOR HUMAN HABITATION, INCLUDING SINGLE-FAMILY AND MULTI-FAMILY HOUSING CONDOMINIUMS, TIME-SHARE UNITS AND APARTMENTS.
  9. THIS IS A PRIVATE DEVELOPMENT. MAINTENANCE AND MANAGEMENT OF SIDEWALKS, STORMWATER DRAINAGE, TRASH REMOVAL, AND SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE OWNER, AND THE CONDOMINIUM ASSOCIATION AS THE SUCCESSOR TO THE RECORD OWNER.
  10. THE CONDOMINIUM ASSOCIATION AS SUCCESSOR TO THE RECORD OWNER, SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ARTICLE B. POST-CONSTRUCTION STORM WATER MANAGEMENT, WHICH SPECIFIES ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS AT A MINIMUM. IN ADDITION, THE OWNER, AND THE CONDOMINIUM ASSOCIATION AS SUCCESSOR TO THE RECORD OWNER, SHALL BE RESPONSIBLE FOR THE OBLIGATIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLANS AND MEET CITY STANDARDS AND STATE GUIDELINES. STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT BETWEEN THE CITY OF PORTLAND AND 101 YORK STREET, LLC IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33102, PAGE 305. A CONDOMINIUM ASSOCIATION WILL BE ORGANIZED, AS SUCCESSOR TO THE OWNER, TO TAKE OVER THE SAID RESPONSIBILITIES OF MAINTENANCE AND MANAGEMENT AS DESCRIBED IN THIS NOTE 10.
  11. DURING CONSTRUCTION THE DEVELOPER/CONTRACTOR/SUBCONTRACTOR MUST COMPLY WITH CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLANS AND MEET CITY STANDARDS AND STATE GUIDELINES.
  12. FOR PURPOSES OF THE SUBMISSION FOR THE OBLIGATIONS AND RESPONSIBILITIES SET FORTH IN THESE NOTES, INCLUDING NOTES 9 AND 10 ABOVE, A DECLARATION OF CONDOMINIUM FOR THE YORK STREET MIXED USE DEVELOPMENT SHALL BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
  - 13-15. INTENTIONALLY DELETED

- 1. CONSTRUCTION:**
- a. METHODS AND MATERIALS USED IN CONSTRUCTION OF IMPROVEMENTS WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CURRENT CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND SPECIFICATIONS AND/OR CURRENT M.O.D.T. STANDARDS AND SPECIFICATIONS.
  - b. ALL CURBING SHALL BE DESIGNED AND BUILT WITH TYP-DOWNS AT ALL DRIVEWAYS AND CROSSWALKS. IN ACCORDANCE WITH CITY OF PORTLAND PUBLIC WORKS DEPARTMENT TECHNICAL STANDARDS AND GUIDELINES. FINAL AS-BUILT LOCATIONS OF CURBING AND TYP-DOWNS SHALL BE COORDINATED WITH PUBLIC WORKS DEPARTMENT. ALL WATER MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH PORTLAND WATER DISTRICT STANDARDS. ALL NATURAL GAS MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH UTILITIES STANDARDS.
  - c. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003 OR LATEST EDITION. CONTRACTOR SHALL POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE. APPLICANT, OR AN AUTHORIZED AGENT, MUST BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION.
  - d. WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN, APPROPRIATE FOR THE TYPE OF CONSTRUCTION, MUST BE EMPLOYED TO REGULATE TRAFFIC. CONSTRUCTION OPERATIONS SHALL BE CONTINUED AND DISPOSED OF IN ACCORDANCE WITH CITY OF PORTLAND'S SOLID WASTE ORDINANCE CHAPTER 12.
  - e. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE DEVELOPER/CONTRACTOR AT THEIR EXPENSE.
  - f. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERTY PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE THEIR INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR LICENSED IN THE STATE OF MAINE AT THE CONTRACTOR/DEVELOPER'S EXPENSE.
  - g. ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT SEWER DIVISION.
  - h. ALL NEW CONNECTIONS, RECONNECTIONS, ETC. TO SANITARY OR STORM SEWERS SHALL REQUIRE A CONNECTION PERMIT PRIOR TO BEGINNING ANY WORK. THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO COMMENCEMENT TO ALLOW FOR INSPECTION.
  - i. A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
  - j. THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATIONS TO OR DEVIATIONS FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATIONS AND SIZE OF BUILDINGS.
  - k. LANDSCAPING SHALL MEET THE CITY OF PORTLAND TECHNICAL MANUAL, INCLUDING STREET TREES TO BE INSTALLED IN THE CITY RIGHT-OF-WAY AS SHOWN ON THE LANDSCAPING PLAN. STREET TREES SHALL BE A SPECIES IDENTIFIED ON THE CITY OF PORTLAND RECOMMENDED TREE LIST, UNLESS OTHERWISE APPROVED BY THE PORTLAND CITY ARBORIST OR HIS/HER DESIGNEE.
  - l. ALL DISTURBED AREA ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREA SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER MATERIALS AS REQUIRED BY BEST MANAGEMENT PRACTICES.
  - m. THE CONTRACTOR OR APPLICANT IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT INSPECTION DIVISION IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION, PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THE TIME THE SITE BUILDING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE AT ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR PRECONSTRUCTION MEETING.

THIS PLAN AMENDS PLAN RECORDED IN PLAN BOOK 216, PAGE 151

**AMENDED SUBDIVISION PLAT**

York Street - Mixed Use Development  
on  
High & York Streets  
Portland, Cumberland County, Maine  
Made for Record Owner  
101 York Street, LLC  
10 Free Street, Portland, Maine

JOHN C. SCHWANDA  
PROFESSIONAL LAND SURVEYOR NO. 1252  
IN THE STATE OF MAINE  
DATE OF PLAT: JULY 11, 2017  
OHI JOB NO. 2013-194P SHEET 2 OF 2

**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



**PARKING AGREEMENT**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 by and between J.B. BROWN & SONS, a Maine corporation with a mailing address of P.O. Box 207, Portland, Maine 04112-0207, or assigns (hereinafter referred to as the "JBB") and 101 YORK STREET, LLC, a Maine limited liability company having a mailing address of P.O. Box 207, Portland, Maine 04112-0207 (hereinafter referred to as the "Developer").

**WITNESSETH:**

WHEREAS, the Developer has constructed a mixed-use condominium located on the westerly side of York Street, at the intersection of York Street and High Street, in Portland, Maine, known as the "High & York Condominium" (the "Condominium"); and

WHEREAS, the Condominium has sixty-four (64) Units consisting of: (i) One (1) Retail Unit that may be subdivided into up to six (6) retail units (the "Retail Unit"), and (ii) sixty-three (63) residential dwelling units (hereinafter, the "Residential Units")

1 DETAIL  
↓  
up to 6  
63 Res.

WHEREAS, JBB owns the adjacent two-level parking structure on the northwesterly side of the Condominium (the "Parking Garage").

WHEREAS, pursuant to the local land use approvals under site review and subdivision the Developer requires one hundred twenty-two (122) off-street parking spaces for the Condominium ("City Parking Requirements"); and,

check 124.

WHEREAS, because there is no available site on the Condominium property for off-street parking and the Parking Garage property has a common boundary with the Condominium, JBB has agreed, on the terms hereinafter set forth, to provide the Developer, its successors and assigns, with the opportunity to meet its City Parking Requirements; and

WHEREAS, the Developer wishes to receive the assurance from JBB that JBB has available, sufficient off-street parking spaces to meet the Developer's City Parking Requirements.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. JBB agrees to maintain a minimum of one hundred twenty-two (122) parking spaces within the Parking Garage to be leased to Condominium unit owners as follows (the "Lease Spaces"):

- (a) as to the Residential Units, each residential Unit, as appurtenant to and for the benefit of a residential Unit, said unit shall have the right to lease one (1) non-exclusive parking space in the Parking Garage from JBB at the then-current market rate for monthly parking; and

check

227 H&H  
29 RES.  
129 INGP? → 57 COMMO →  
36 RETAIL

7. JBB shall maintain the Parking Garage in good condition and to commercially reasonable standards for similar parking facilities.

8. JBB reserves the right at any time to make alterations to the Parking Garage; provided, however, except as otherwise set forth in Section 4 above, the availability of parking spaces in the Parking Garage to meet the Condominium's City Parking Requirements shall not be reduced.

9. If any term or provision in this Agreement is invalid or contrary to law, the remaining terms of the Agreement shall remain in full force and effect and shall be enforced to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Maine.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Developer shall have the unconditional right to assign this Agreement to any successor owner of the Condominium.

11. JBB agrees to execute a Memorandum of this Agreement which the Developer may record in the Cumberland County Registry of Deeds. The date set forth in the Memorandum of Agreement is for recording purposes only and bears no reference to commencement of either the term or rent payments.

IN WITNESS WHEREOF, JBB and Developer have executed this Parking Agreement as of the day and year first above written.

J.B. BROWN & SONS

\_\_\_\_\_

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its President

101 YORK STREET, LLC  
By: J.B. Brown & Sons,  
its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its President

**J.B. BROWN & SONS**  
10 Free Street, Suite 100  
Portland, ME 04101  
(207) 774-5908

May 1, 2017

Helen Donaldson  
City of Portland Planning Division  
389 Congress Street  
Portland, Maine 04101

Re: Amended Subdivision Plan – 101 York Street, LLC

Dear Nell,

Per our discussions, 101 York Street, LLC, of which J.B. Brown & Sons is the sole Member, is applying to amend the subdivision plan approved by the Portland Planning Board on December 15, 2015.

(\*) → The amended subdivision has two affects: (1) the creation and subdivision (up to 6 units) of a ground floor retail condominium unit and, (2) removes the parking garage from the condominium by transferring the structure to adjacent land owned by J. B. Brown & Sons. The requested modifications to the subdivision outline ownership and operational responsibilities, but do not make any on the ground physical changes to the original approvals.

Below is a general list of easements/rights that will be incorporated into the Condominium Declaration, deeds, and plats, and the Amended Subdivision Plan in order to accomplish the two items stated above:

1. Twenty foot (20') no-build area from the face of the condominium building extending onto the parking deck;
2. Common below surface foundation structure between the condominium building and parking garage;
3. Landscaped areas located on Lot B (JBB) to be maintained by the condominium;
4. Condominium 1st floor northerly storage room (next to mechanical room) that is accessed from 1st floor parking garage;
5. Pedestrian access door to 1st floor of condominium building from 1st floor garage;
6. Vehicle and pedestrian access to and from York Street and 1st floor garage through the condominium and over New Lot A;
7. Stormwater drainage from 1st floor garage through the Condominium to York Street;
8. Stormwater drainage from 2nd floor garage through the Condominium and 27 High Street to High Street, including the above ground drainage BMP - Bio-Cell adjacent to garage;
9. Utilities through Lot B (JBB) from Danforth Street to the Condominium (Lot A);



Helen Donaldson <hcd@portlandmaine.gov>

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## 101 York Street - Condo meeting

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Vincent Veroneau <veroneau@jbbrown.com>  
To: Helen Donaldson <hcd@portlandmaine.gov>  
Cc: David Galgay <dgalgay@verrilldana.com>

Wed, Jan 11, 2017 at 5:13 PM

Nell,

In advance of Friday's meeting, here are our general objectives/questions we would like to discuss:

1. Create a condo association with three use types: 63 residential units, a retail unit, and a parking garage unit. The parking garage unit and retail unit will be owned by J.B. Brown & Sons and the residential units will be sold as individual units.
2. We would look to the garage unit owner to lease the 124 parking spaces required as part of our approvals to the retail and residential users/owners.
3. The J.B. Brown & Sons would retain air rights over the garage for a future building. (see attached concept plan)

I have attached the recorded subdivision plans. If you need any before the meeting or have any questions, do not hesitate to reach out.

Thanks,

Vin

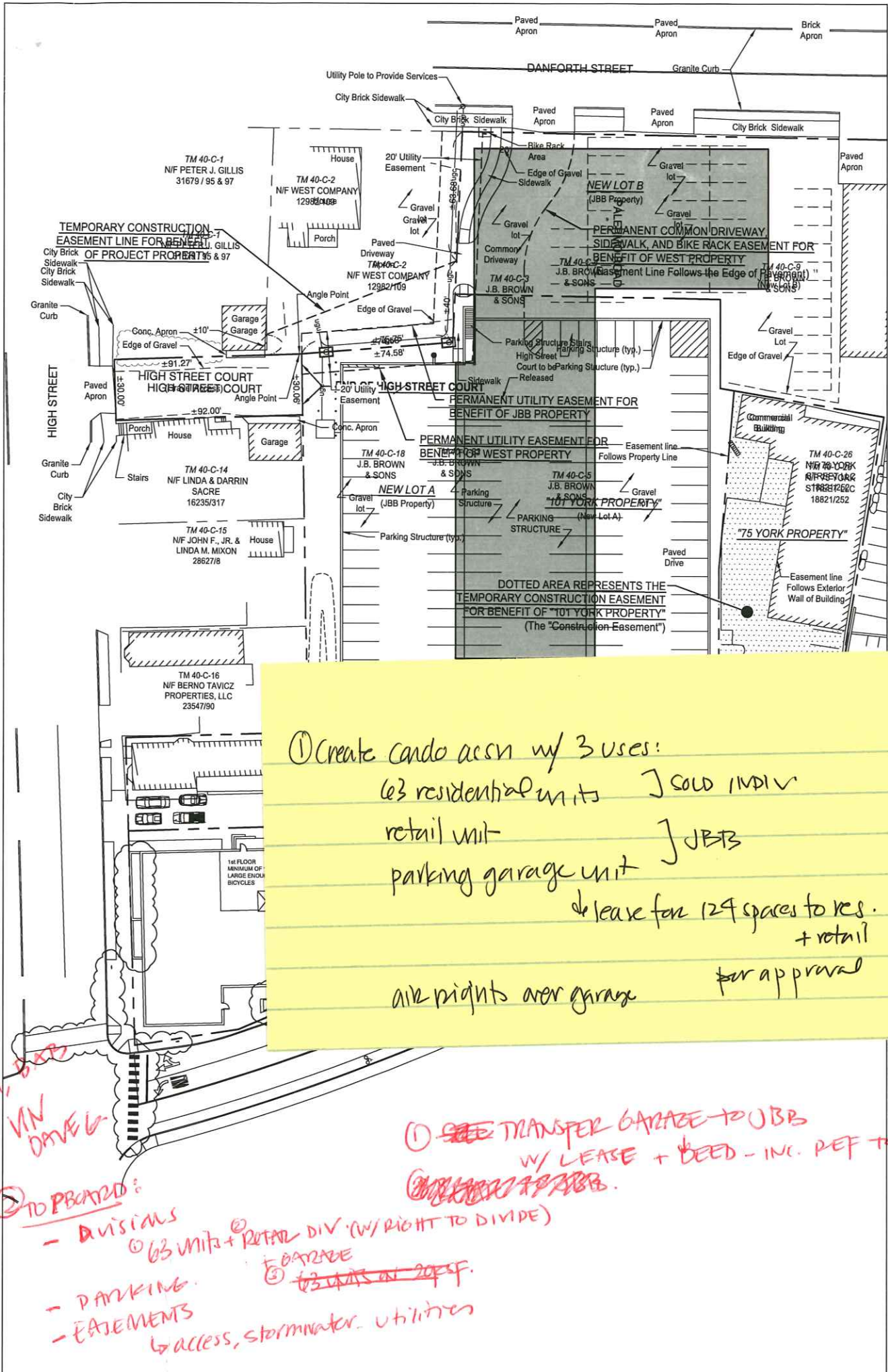
**From:** Helen Donaldson [mailto:hcd@portlandmaine.gov]  
**Sent:** Thursday, January 05, 2017 12:49 PM  
**To:** Vincent Veroneau  
**Subject:** Re: 101 York Street - Condo meeting

Vin,

[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.



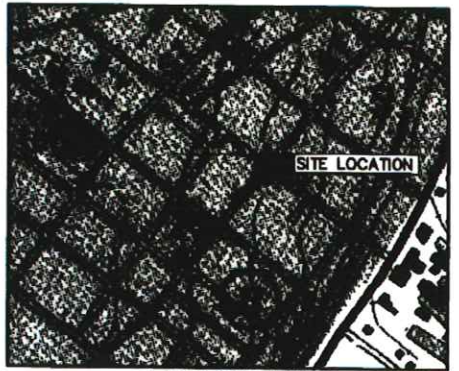
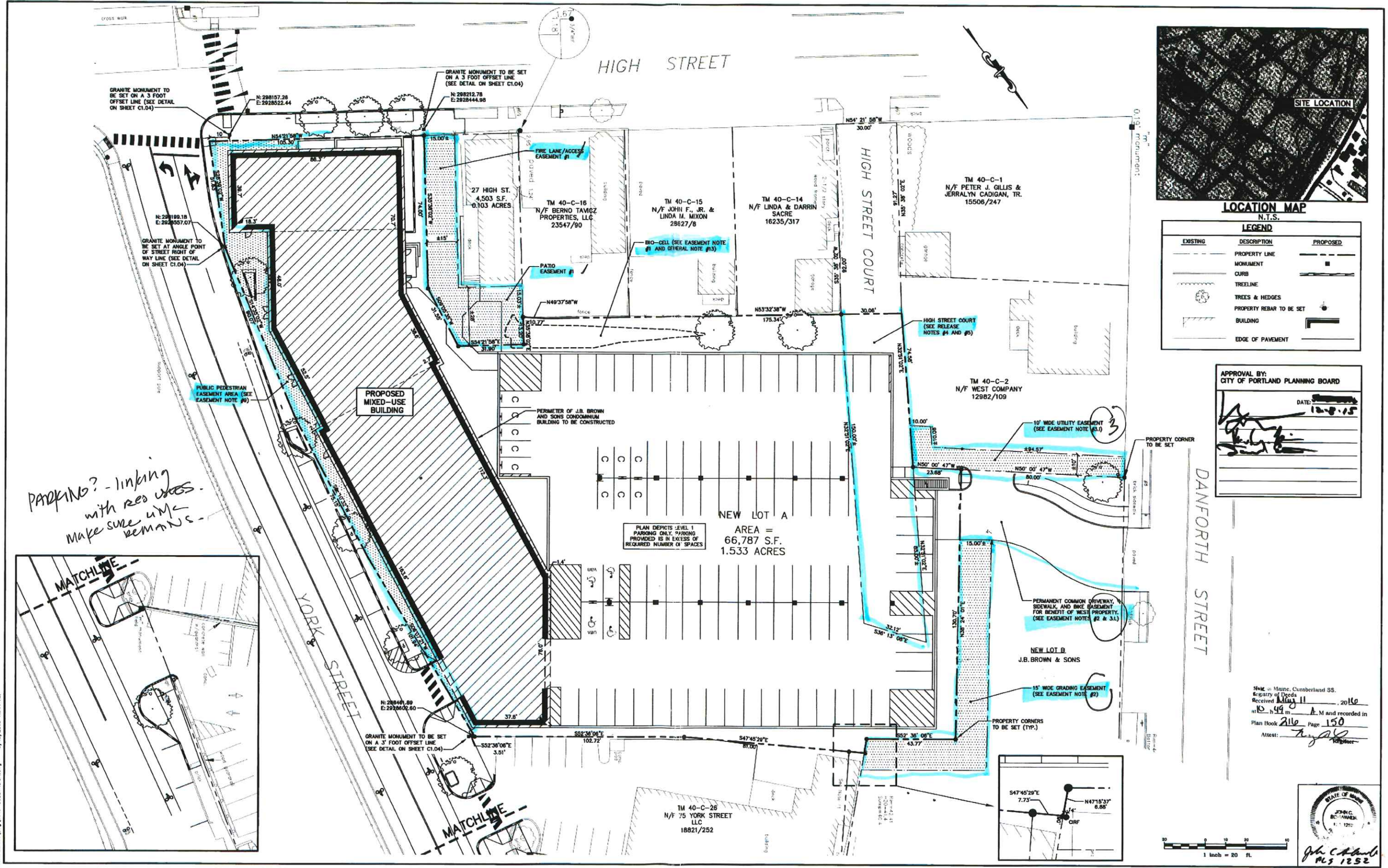
① Create condo acsn w/ 3 uses:  
 63 residential units } SOLD INDIV  
 retail unit } JBB  
 parking garage unit } JBB  
 ↓ leave for 124 spaces to res. + retail  
 for approval  
 air rights over garage

1/3 VM, BXP  
 VM DRIVE

② TO BOARD:

- DIVISIONS
  - ① 63 units + RETAIL DIV (w/ RIGHT TO DIVIDE)
  - ② GARAGE
  - ③ 63 units on 295 SF.
- PARKING
- EASEMENTS
  - ↳ access, stormwater, utilities

① ~~SEE~~ TRANSFER GARAGE TO JBB  
 w/ LEASE + DEED - INC. REF TO PKING  
 (SEE PLAN TO JBB)



LOCATION MAP  
N.T.S.

**LEGEND**

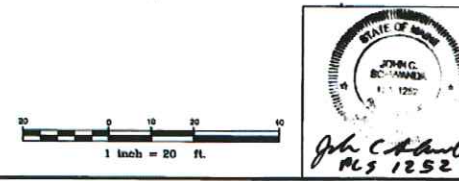
EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY LINE	---
—	MONUMENT	■
—	CURB	—
—	TREELINE	—
—	TREES & HEDGES	—
—	PROPERTY REBAR TO BE SET	—
—	BUILDING	—
—	EDGE OF PAVEMENT	—

APPROVAL BY:  
CITY OF PORTLAND PLANNING BOARD

DATE: 12-8-15

*[Signature]*

State of Maine, Cumberland SS.  
Registry of Deeds  
Received 11 2016  
10:49 AM and recorded in  
Plan Book 216 Page 150  
Attest: *[Signature]*

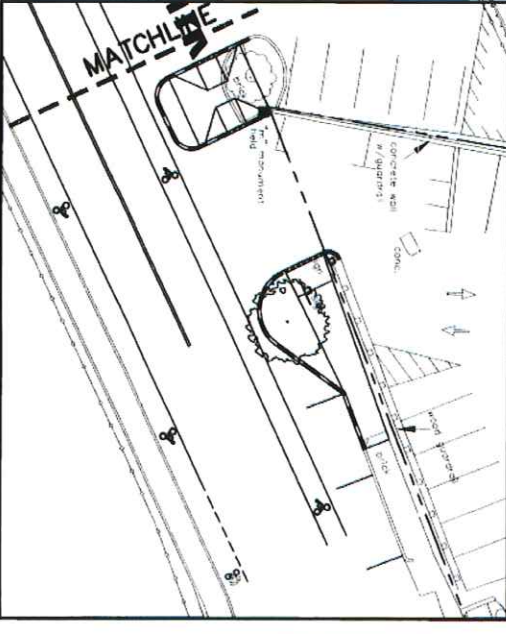


1 inch = 20 ft.

**CITY OF PORTLAND**  
**APPROVED SITE PLAN**  
Subject to Conditions of Approval  
and Standard Conditions

DATE OF APPROVAL: 11/8/15  
PLANNER: Neil Donaldson  
PROJECT NO. 2015-139

PARKING? - linking with red lines. Make sure UMC remains.



C:\CADD\WORKING\2015 - York Street\Sub-Subdivision.dwg 5/10/2016 11:44 AM

Rev.	Date	Revision
3	5/9/16	MONUMENT, MEETS & BOUNDS, LABELS
2	3/10/16	RESPONSE TO CITY COMMENTS
1	11/13/15	RESPONSE TO CITY COMMENTS

Issued For	Date	By
FINAL PLAN REVIEW	4/11/16	AMP
SITE PLAN REVIEW	8/7/15	AMP

Design: DER Draft: CG Date: JUNE 2015  
Checked: AMP Scale: 1"=20' Job No.: 3018  
File Name: 3018-SUBDIVISION.dwg  
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc. (GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.



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Drawing Name: Subdivision Plan  
Project: York Street - Mixed Use Development  
Client: Owner of Record: 101 York Street, LLC  
36 Danforth Street, Portland, ME 04101

**WHEN RECORDED RETURN TO:**

**VERRILL DANA, LLP**  
One Portland Square  
Portland, ME 04112-0586  
Attention: David L. Galgay, Jr.

**QUITCLAIM DEED WITHOUT COVENANT**  
(Release Deed)

**101 YORK STREET, LLC**, a Maine limited liability company, of Portland, Maine ("Grantor"), for consideration paid, hereby RELEASES to **J.B. BROWN & SONS**, a Maine corporation, with a mailing address of P.O. Box 207, Portland, Maine 04112-0207 ("Grantee") certain real property, together with any improvements thereon, located in the City of Portland, Cumberland County, Maine and more particularly described as follows:

A certain parcel of land situated on the westerly side of York Street in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at a point on the southerly side of the land now or formerly of 75 York Street LLC (see Book 18821, Page 252), which point is located N 52° 36' 06" W a distance of 35.54 feet as measured along said land from the southernmost corner of said land on the westerly sideline of York Street;

Thence, S 37° 27' 18" W by the remaining land of 101 York Street, LLC and in part by the edge of the building on said land 79.78 feet;

Thence, S 44° 19' 52" E by the remaining land of 101 York Street, LLC and by the edge of the building on said land 0.32 feet;

Thence, S 09° 04' 06" W by the remaining land of 101 York Street, LLC and by the edge of the building on said land 60.85 feet;

Thence, S 37° 20' 01" W by the remaining land of 101 York Street, LLC 55.96 feet to the land now or formerly of J.B. Brown & Sons known as 27 High Street;

Thence, N 54° 21' 58" W by said land now or formerly of J.B. Brown & Sons 16.79 feet;

Thence, S 35° 38' 02" W by said land now or formerly of J.B. Brown & Sons

(i) For so long as there are buildings or structures on both sides of the common boundary between the Grantor's and Grantee's parcels being supported by the underground common foundation structure, each time that any maintenance, repair or rebuilding is necessary to maintain the commonly used portion of the underground common foundation structure in good repair and condition, or to restore the commonly used portion of the underground common foundation structure following any damage or destruction by fire or other casualty, the cost and expense of such maintenance, repair, rebuilding and restoration shall be divided equally between the two owners of the abutting parcels. In the event, however, that any uninsured damage occurs which is due to the negligence or intentional acts of only one of the two owners or such owner's agent, such negligent or liable party shall be responsible for all such costs and expenses resulting from or attributable to such conduct.

(j) The Common Foundation Easement and the rights and obligations set forth in this Deed shall be preserved and maintained so long as either party desires to maintain the building or structure supported by the said underground common foundation structures.

(k) In the event that either party elects to demolish its building or parking garage structure, such demolition shall not disturb the underground common foundation structure and the party undertaking the same shall be responsible for leaving the said underground common foundation structure supporting the other party's building or structure.

ALSO, the above-described premises are conveyed together with, and subject to, the following certain non-exclusive rights and easements, in common with the Grantor, its successors and assigns:

(1) a pedestrian access to and from the lower level of the parking garage situated on the property hereby conveyed to the first floor of the condominium building located on the abutting Grantor's property, including the storage room and the mechanical room therein, as depicted as easement 8D on that certain Amended Subdivision Plat dated May 11, 2017, and recorded in said Registry of Deeds in Plan Book \_\_\_\_\_, Pages \_\_\_\_ and \_\_\_\_ (the "Plat");

(2) vehicular and pedestrian access, utilities services (as defined in 33 MRSA Section 458), and stormwater drainage to and from York Street through the access way on the northerly side of the condominium building (as depicted on the Plat as 8F and 8G easements), in common with the Grantor, its successors and assigns, to the premises hereby conveyed, for purposes of ingress and egress to and from the lower level of the parking garage situated thereon, including the right, at Grantee's sole expense, to install access gates to and from the parking area, electronic ticket control equipment, cameras and security fencing that limits public access (vehicle and pedestrian) to the Grantee's parking garage. Grantee, its successors and assigns,

8E?

8F  
+ 8G

8H?  
8J?  
8L, M, N?



shall have the sole liability and obligation to maintain the foregoing access easement, including, without limitation, snow-plowing, ice removal, sanding and liability insurance. Grantee, its successors and assigns, agrees to indemnify and hold Grantor, its successors and assigns, harmless from and against any and all liability, loss, cost, damage or expense, including court costs or fees related to litigation or alternative dispute resolution and attorneys' fees, incurred by Grantor, and its successors and assigns, as a result of or in connection with the use of the aforesaid access easement on Grantor's property by Grantee or Grantee's employees, agents, or contractors, except to the extent attributable to the misconduct or gross negligence of Grantor or its employees, agents or contractors. Said easement shall run with the land and be for the benefit of the Grantee, its successors and assigns, their tenants, agents, and business invitees, in common with the Grantor, its successors and assigns.

The premises hereinabove conveyed are ALSO SUBJECT TO that non-exclusive perpetual right, privilege and easement for the benefit of the Grantor and the Grantee and each of Grantor's and Grantee's successors and assigns, for the purpose of a common area plaza, patio, landscaping and fire lane/emergency vehicle access for ingress and egress to each party's property, said easement area is located on a portion of real property at and near 27 High Street in Portland, Maine, and conveyed to the Grantee by deed from Thomas L. McGinnis dated November 15, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31169, Page 134; and being the easement area more particularly depicted on the Plat as the 1 and 8K easements (the "27 High Street Easement"). The 27 High Street Easement shall also be for the installation and maintenance of utilities, including "utilities services" as defined in 33 MRSA Section 458. Neither Grantor nor Grantee, and their respective successors or assigns, shall have the right to construct any structures or park any vehicles or otherwise obstruct the fire lane access for emergency vehicles and emergency personnel within the 27 High Street Easement. Grantor, its successors or assigns, hereby agrees that it shall be solely responsible for all costs, expenses, maintenance, repairs, landscaping, insurance and other obligations associated with the 27 High Street Easement.

FURTHER, the premises hereinabove conveyed are ALSO SUBJECT TO and BENEFITED BY any and all rights, easements, privileges and appurtenances belonging to or benefiting both the Grantor's land (i.e., "New Lot A" as shown on the Plat) and the real property conveyed to Grantee hereby, as applicable, together with the easements, rights, benefits and terms thereof as set forth in (i) that certain Mutual Maintenance Easement Agreement between the Grantee and 75 York Street LLC dated April 22, 2016 and recorded in said Registry of Deeds in Book 33066, Page 91, (ii) that certain Temporary Construction Easement Agreement between the Grantee and 75 York Street LLC dated April 25, 2016 and recorded in said Registry of Deeds in Book 33066, Page 83. The Grantor herein reserves to itself, its successors and assigns, such rights, easements, privileges and appurtenances acquired by each of the foregoing instruments applicable to the remaining land of Grantor, as applicable (i.e., "New Lot A" as shown on the Plat), and (iii) that certain Stormwater Drainage System Maintenance Agreement dated May 16, 2017 and recorded in said Registry of Deeds in Book 33102, Page 305.

This conveyance is ALSO SUBJECT TO the following restriction for the benefit of the Grantor's land and the Grantee's land hereby conveyed, to wit: that from the date of delivery of this deed, neither Grantor nor Grantee, and their respective successors and assigns, shall have the right to construct any new structures or park any vehicles or otherwise obstruct the surface area depicted as the easement area more particularly depicted as the "dotted" legend area labeled "20' Wide Easement & Restriction Area" on Exhibit B attached hereto and as shown on the Plan (the "No Build Area"). The Grantor shall also be solely responsible for maintaining the landscaping located on the 20' Wide Easement & Restriction Area and on the land hereby conveyed and depicted as Easement 8C.

The easement rights, obligations and restrictions created hereby shall be rights, obligations and restrictions running with the land and shall be binding upon and inure to the benefit of the owner of premises hereby conveyed and the Grantor, and their respective successors and assigns.

NOTICE: A PORTION OF THE INTEREST CONVEYED HEREBY LOCATED ON THE SOUTHERLY SIDE NEAR THE INTERSECTION OF YORK AND HIGH STREET (AND APPLICABLE SOLELY TO THE GROUND FLOOR OF THE BUILDING THEREON) IS SUBJECT TO AN AMENDED AND RESTATED DECLARATION OF ENVIRONMENTAL COVENANT DATED FEBRUARY 15, 2017, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON MARCH 6, 2017 IN BOOK 33864, PAGE 63, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF MAINE.

BEING a portion of the premises conveyed to 101 York Street, LLC by J.B. Brown & Sons by deed dated April 27, 2016 and recorded in the Cumberland County Registry of Deeds in Book 33066, Page 241.

*[Signature Page Follows]*

IN WITNESS WHEREOF, 101 York Street, LLC has caused this instrument to be executed by J.B. Brown & Sons, its Managing Member, thereunto duly authorized, this \_\_\_\_ day of May, 2017.

101 YORK STREET, LLC  
By: J.B. Brown & Sons,  
its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its President

STATE OF MAINE  
COUNTY OF CUMBERLAND

\_\_\_\_\_, 2017

Then personally appeared before me the above-named Vincent P. Veroneau, President of J. B Brown & Sons, the Managing Member of 101 York Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of 101 York Street, LLC.

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



DRAFT (05-01-2017)

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DECLARATION OF CONDOMINIUM  
FOR THE  
YORK & HIGH CONDOMINIUM  
PORTLAND, CUMBERLAND COUNTY, MAINE

DECLARANT:  
101 YORK STREET, LLC

**DECLARATION OF CONDOMINIUM  
FOR THE  
YORK & HIGH CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made as of the \_\_\_ day of \_\_\_\_\_, 2017, by 101 YORK STREET, LLC, a Maine limited liability company, with a business address of 10 Free Street, Suite 100, Portland, Maine 04112-0207 (the "Declarant"), for itself, its successors and assigns.

**BACKGROUND**

Declarant is the owner of that certain real property consisting of a parcel of land situated at or near 25 High Street and 101 York Street in Portland, Cumberland County, Maine, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"). Declarant intends to develop the Real Estate as shown on the Plats and Plans (as hereinafter defined) as a mixed-use condominium to be known as the "York & High Condominium". Declarant is recording this Declaration to create a condominium with respect to the Real Estate and the improvements constructed and to be constructed thereon pursuant to the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.* (the "Act"), subject to all the terms and conditions hereof.

**WITNESSETH:**

NOW, THEREFORE, the Declarant hereby declares and covenants, for itself and its successors and assigns, that the Real Estate and all buildings and improvements now or hereafter constructed thereon are and shall be held, transferred, sold, conveyed, divided, subdivided, used, occupied, improved, and encumbered under and subject to the covenants, restrictions, charges, liabilities, liens, easements and conditions set forth in this Declaration, all of which shall run with the Real Estate and each of the Units (as hereinafter defined), and all buildings and other improvements now or hereafter constructed thereon, as follows:

**ARTICLE I - DEFINITIONS; CONSTRUCTION AND INTERPRETATION**

1.01 Act Definitions and Section References. Capitalized terms used herein that are defined in the Act shall have the meanings ascribed to them in the Act. Terms that are defined in the Act and that are also defined herein shall have the general meanings ascribed to them in the Act and, in addition, the specific meanings ascribed to them in this Declaration.

1.02 Defined Terms. Supplementing the terms defined in the Act and elsewhere in this Declaration, the following terms, when used herein, shall have the meanings ascribed to them in this Section 1.02:

"Act" - the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.*, as amended from time to time, or any successor statute governing condominiums in the State of Maine.

"Assessments" - amounts levied or assessed by the Association against the Units from time to time, pursuant to this Declaration and the Act, including (without limitation) Assessments for General Common Expenses, Limited Common Expenses (to the extent provided herein), Special Assessments and amounts assessed as a special allocation of Common Expenses pursuant to the Act. The term "Assessments" also includes amounts levied and assessed as fines, late charges, collection costs and attorneys' fees pursuant to any of the Condominium Documents.

"Association" - the "York & High Condominium Association", which shall be a Maine non-profit corporation and shall be organized on or before the date the first Unit is transferred to a Unit Owner other than Declarant.

"Board" or "Executive Board" - the Executive Board of the Association to be elected by the Unit Owners pursuant to Article 3 of the Act, this Declaration and the Bylaws.

"Building" - the building to be built on the Real Estate that will contain the Units, as well as certain Common Elements.

"Bylaws" - the Bylaws of the Association as amended from time to time. The Bylaws shall bind the Association and all Unit Owners whether or not they are recorded.

"Common Elements" - the Common Elements of the Condominium, as defined in the Act, this Declaration and on the Plats and Plans.

"Common Expense Liability" - the liability appurtenant to each Unit to pay the share of the Common Expenses and Assessments that is allocated to such Unit under this Declaration and the Act.

"Common Expenses" - either General Common Expenses (including Residential Unit Common Expenses and Retail Unit Common Expenses) or Limited Common Expenses, as applicable under the circumstances.

"Condominium" - the condominium created hereby, known as the "York & High Condominium".

"Condominium Documents" - this Declaration, the Plats and Plans, the Bylaws, and the Regulations (each as the same may be amended from time to time) or whichever of them apply to a particular circumstance, as the context requires.

“Declarant” - the Declarant originally named herein and any successor to Special Declarant Rights (as hereinafter defined).

“Declarant Control Period” - the period of time beginning on the date the first Unit is conveyed to a Unit Owner other than the Declarant and ending on the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant; or (ii) such shorter period of time as Declarant may elect in accordance with Section 1603-103 of the Act, but in no event exceeding five (5) years from the date the first Unit is conveyed to a Unit Owner other than the Declarant.

“Declaration” - this Declaration together with the Plats and Plans, as amended from time to time. The Plats and Plans are a part of this Declaration, and any reference to this Declaration shall be deemed to include reference to any applicable part of the Plats and Plans, as they may be amended from time to time. Words such as “herein”, “hereof” and “hereto” refer to this Declaration in its entirety unless the context otherwise clearly requires.

“Director” - a member of the Executive Board.

“Eligible Mortgage Holder” – an “eligible mortgage holder” as defined in Section 1602-119 (b)(7) of the Act.

“Executive Board” or “Board” - the Executive Board of the Association to be elected by the Unit Owners pursuant to Article 3 of the Act, this Declaration and the Bylaws.

“General Common Expenses” - the actual and estimated expenses incurred from time to time for the general benefit of the Association and all Unit Owners, including but not limited to (i) general overhead, administrative and operating expenses of the Association including common utility expenses, if any, (ii) taxes or other governmental charges levied or assessed against the Association or its property under any federal, state, local or municipal tax law, regulation or ordinance, (iii) premiums for insurance and bonds carried by the Association, (iv) the costs of maintaining, managing, insuring and repairing the Common Elements, including the Limited Common Elements, and making any necessary replacements thereto or thereof (except to the extent this Declaration specifies that such costs are the responsibility of one or more of the Unit Owners), (v) amounts set aside or budgeted to be set aside as operating and capital reserves, (vi) expenses of prosecuting or defending any litigation or other proceedings by, against or affecting the Association, the Unit Owners, the Real Estate or any of the Units which the Association may bring, defend or otherwise participate in pursuant to this Declaration, including (without limitation) the expenses of enforcing or attempting to enforce the Condominium Documents, (vii) the fees or other compensation payable to any manager or management company that may be engaged by the Association to assist the Association in managing, operating or administering the Association or the



Common Elements, (viii) the compensation, benefits and other expense of employees of the Association, and (ix) all other expenses and liabilities incurred or that may be incurred by the Association in carrying out or performing its rights, duties and functions, other than those expenses (if any) associated with the maintenance, repair or replacement of Limited Common Elements that are required to be separately accounted for and charged as Limited Common Expenses pursuant to this Declaration.

"HVAC Systems" – the heating, ventilating, air-conditioning systems and the external mechanical equipment for the heating, ventilating and air-conditioning systems.

"Limited Common Element" - a part of the Common Elements that is allocated for the exclusive use or benefit of one or more, but fewer than all, of the Units, pursuant to the Act or this Declaration.

"Limited Common Expenses" - the expenses of maintaining, repairing, insuring and/or replacing any Limited Common Element, to the extent this Declaration specifies that such expenses will be segregated from General Common Expenses and charged as Limited Common Expenses.

"Member"- a Unit Owner in his, her or its capacity as a member of the Association.

"Owner" - the owner(s) of a Unit (including the Declarant with respect to Units that it owns) other than a Person holding such title solely as security for an obligation.

"Percentage Interest" - the undivided percentage interest in Common Elements appurtenant to each Unit, as shown on Exhibit "D" attached hereto and made a part hereof. A Unit's Percentage Interest is the same as the percentage of Common Expense Liability allocated to that Unit. The Percentage Interest for each Unit is calculated based on the following formula: a ratio of the percentage of the approximate gross floor area square footage of one Unit compared to the approximate gross floor area square footage of all Units (i.e., a 1,000 square foot Unit out of a total of 100,000 square feet of units equals a 1% Percentage Interest allocated to that Unit). If any Unit should be added to or withdrawn from the Condominium, then the Percentage Interest of each Unit shall be recalculated based on the foregoing formula. Additionally, the Percentage Interests shown on Exhibit "D" may be revised by the Declarant subsequent to construction based upon as-built measurements, provided that in the absence of manifest error in such revisions and/or measurements, no Unit Owner shall have the right to compel or require as-built measurements and all such determinations of Percentage Interest by the Declarant shall be conclusive upon all Unit Owners. Further as for certain Common Elements applicable solely to the Retail Unit(s), the "Percentage Interest" is as shown on Exhibit "D-1" attached hereto and made a part hereof; and as for certain Common Elements applicable solely to the residential

dwelling Units, the "Percentage Interest" is as shown on Exhibit "D-2" attached hereto and made a part hereof.

"Person" - a natural person, corporation, limited liability company, partnership, trust or any other legal entity, existing by statute, contract or common law.

"Plats and Plans" - the site plans depicting the Condominium and the development of the Real Estate, and the buildings and improvements constructed or proposed to be constructed thereon pursuant to Section 1602-109 of the Act, attached hereto as, or identified on, Exhibit "C" attached hereto and made a part hereof, as they may be amended from time to time.

"Real Estate" - the land described on Exhibit "A" attached hereto and made a part hereof and on the Plats, together with all improvements now or hereafter constructed thereon, and all easements, rights and privileges appurtenant thereto, except for any such easements, rights and privileges appurtenant thereto as may be specifically excluded therefrom in said Exhibit A.

"Regulations" - the rules, regulations and policies adopted by the Executive Board from time to time regulating the Unit Owners' use and enjoyment of the Common Elements and the Units.

"Residential Unit Common Expenses" - the actual and estimated General Common Expenses incurred from time to time for the sole benefit of the residential dwelling Units.

"Residential Unit Common Expense Liability" - the liability appurtenant to each residential dwelling Unit to pay the share of the Residential Unit Common Expenses and Assessments that are allocated to such Units under this Declaration.

"Retail Unit Common Expenses" - the actual and estimated General Common Expenses incurred from time to time for the sole benefit of the Retail Unit(s).

"Retail Unit Common Expense Liability" - the liability appurtenant to the Retail Unit(s) to pay the share of the Retail Unit Common Expenses and Assessments that are allocated to such Unit(s) under this Declaration.

"Special Assessment" - an Assessment levied by the Executive Board, in excess of the regular Common Expense Assessment, against some or all of the Units for any purpose permitted by this Declaration, including without limitation (i) an Assessment to pay the costs of unanticipated repairs to or replacement of any Common Elements, and (ii) an assessment levied against one or more (but less than all) Units to recover the costs of repairing damages to the Common Elements caused by the resident(s) or occupants of such Units.

"Special Declarant Rights" - has the meaning given to such term in the Act and includes, without limitation, any rights reserved by Declarant hereunder to (i) complete the improvements shown on the Plats and Plans, (ii) maintain offices, signs and models, (iii) use easements through the Common Elements for the purpose of making improvements within the Real Estate, (iv) convert a Unit into Common Elements, or into two (2) or more Units and Common Elements, or change the boundary lines between Units and/or between Units and Common Elements, and (v) to appoint or remove any officer of the Association or any Executive Board Member during the Declarant Control Period, and (vi) exercise any other rights of the Declarant constituting "Special Declarant Rights" under the Act, whether or not expressly designated as such in this Declaration.

"Stormwater Management Plan" - the Stormwater Management and Stormwater Pollution Prevention Plans dated \_\_\_\_\_, updated \_\_\_\_\_ and the plans associated therewith approved by the City of Portland, and when amended or supplemented, the Stormwater Management Plan, as amended or supplemented.

"Supplemental Declaration" - a supplement or amendment to this Declaration recorded pursuant to the Act and Article X of this Declaration by the Declarant for the purpose of exercising the Declarant's right to subdivide Units owned by the Declarant, or for any other purpose in order for the Declarant to exercise any of the rights described in Section 1601-103(25), Section 1602-105(a)(7) and (8), Section 1602-109(f), Section 1602-110, Section 1602-108 and Section 1602-113 of the Act, to the extent such rights have been reserved hereby.

"Unit" - a physical portion of the Condominium designated for separate ownership or occupancy, as described on the Plats and Plans, together with the Unit's appurtenant Percentage Interest in Common Elements, Limited Common Elements, voting rights and Common Expense Liability.

"Unit Owner" - the owner(s) of a Unit (including the Declarant with respect to Units that it owns) other than a Person holding such title solely as security for an obligation.

1.03 Number and Gender. Wherever any provision of this Declaration refers to the singular, it shall be deemed to include the plural whenever necessary or appropriate to give effect to such provision; and the use of any gender includes any other gender.

1.04 Construction. If there is a conflict or inconsistency between this Declaration and the Bylaws, this Declaration shall control (unless contrary to the Act). If there is a conflict or inconsistency between the Declaration or the Bylaws, on the one hand, and the Regulations, on the other hand, the Declaration or the Bylaws, as applicable, shall control (unless contrary to the Act). If there is any conflict between the

Condominium Documents and the Act, the Condominium Documents shall control to the maximum extent allowed by law.

1.05 Computing Percentages. In determining whether the Declarant Control Period has expired, and in determining whether Unit Owners other than a Declarant are entitled to elect members of the Executive Board under any provision of the Condominium Documents, the percentage of the Units owned by the Declarant shall be calculated based on the number of Units owned by the Declarant and the number of Units the Declarant has built or reserved the right to build.

## ARTICLE II - SUBMISSION OF REAL ESTATE TO ACT; UNIT BOUNDARIES; APPLICABILITY OF DECLARATION

2.01 Name and Location of Condominium. The Condominium shall be known as the "York & High Condominium". The Condominium is located at the intersection of York Street and High Street in Portland, Cumberland County, Maine. The Condominium consists of the Real Estate, together with the improvements constructed and to be constructed thereon, subject to the Act and the terms and conditions of this Declaration.

2.02 Submission to Act; Applicability of Condominium Documents. The Declarant hereby creates a condominium with respect to the Real Estate pursuant to the Act, subject to this Declaration. All present and future Unit Owners, and their respective tenants, subtenants, family members, invitees, agents, servants, employees and any other Persons occupying or using any Unit or the Common Elements, shall be bound by the Condominium Documents. Any mortgage or other lien encumbering a Unit that is recorded after the recording of this Declaration shall be under and subject to this Declaration.

All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Act, this Declaration, the Bylaws, and the Regulations, as these instruments and statutes may be amended and/or restated from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments as they may from time to time be amended and/or restated. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.

2.03 Easements, Etc. The Condominium is on the date hereof subject to and benefitted by those recorded easements and other matters of record identified on Exhibits "A" and/or "B" attached hereto and made a part hereof, and to those other easements, notes, conditions and restrictions as are set forth herein, on the Plats and Plans, and on the approved and recorded subdivision plan of the Real Estate.

### ARTICLE III - THE UNITS

3.01 Number of Units. The Condominium consists of sixty-four (64) Units comprising: (i) One (1) Retail Unit (that may be subdivided by the Owner of the Retail Unit as hereinafter set forth), and (ii) sixty-three (63) residential dwelling Units, which Retail Unit and residential dwelling Units are hereby created by the Declarant by the recordation of this Declaration, and depicted on the Plats and Plans.

3.02 Unit Boundaries. The boundaries of each Unit are shown on the Plats and Plans and generally consist of the space(s) within the following boundaries:

(a) Upper and Lower Horizontal Boundaries. The upper and lower boundaries of each Unit shall be the following, extended to an intersection with the lateral boundaries of such Unit:

(i) The upper boundary shall be the ceiling of the Unit (as further set forth in Section 1602-102(1) of the Act); and

(ii) The lower boundary shall be the floor of the Unit (as further set forth in Section 1602-102(1) of the Act).

(b) Lateral Boundaries. The lateral or vertical boundaries shall be (i) the perimeter walls of the Unit (as further set forth in Section 1602-102(1) of the Act), extended to intersections with each other, and with the upper and lower boundaries as described in Section 3.02(a) above, which do not separate the Unit from any other Unit, and (ii) the center line of party walls which separate the Unit from any other Unit(s), and (iii) the exterior surface of windows and doors that enclose such space and separate the interior space of the Unit from any adjoining Unit or Common Elements or any space outside of the Building, including such windows and doors, window and door frames and window and door hardware.

(c) Included Spaces. Each Unit shall include the items within the boundaries as described in Sections 1602-102(1) and (3) of the Act and shall have the benefit of the use of all Limited Common Elements described in Section 1602-102 of the Act, or designated on the Plats and Plans or herein as being allocated to such Unit.

#### 3.03 Contents of Unit; Noncontiguous Parts of a Unit.

(a) Each Unit shall include all spaces and improvements lying within its boundaries described in Section 3.02 hereof and on the Plats and Plans, including (i) all walls, partitions and dividers wholly within such boundary lines (but excluding any wires, ducts, cables, conduits or other facilities contained within such walls or partitions that do not serve that Unit exclusively), (ii) all wall board, plaster board, paneling, wallpaper, paint, tile, carpeting, wood flooring and other materials

constituting the finished surfaces of walls, floors or ceilings, (iii) all plumbing and plumbing fixtures, kitchen equipment, exhaust fans, and all lighting fixtures, electrical outlets and receptacles and wiring systems that are located wholly within the Unit boundaries to the extent they serve only that Unit, as well as the heating and cooling systems that serve that Unit exclusively, and the grilles and registers covering air ducts, (iv) all doors and passages located wholly within the Unit boundaries or that form such boundaries, and all windows and window glass, frames, assemblies, handles, locks and hardware associated therewith. In addition, each Unit includes the following, even though located partly or entirely outside the boundaries of the Unit as described in Section 3.02 hereof: (1) any heat pump, heating/ventilation/air-conditioning ("HVAC") unit, hot water tank or similar appliance or equipment, and its accessory components, wiring, plumbing, ductwork and piping, that serve only that Unit, and (2) the spaces (and improvements and facilities within the spaces) containing electrical switches, elevator shafts, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, telephone, television, computer and electrical receptacles and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit whether or not such spaces are contiguous.

(b) Unless specifically included by other provisions hereof, the following are excluded from each Unit: (i) the spaces and improvements lying outside the Unit boundaries described in Section 3.02 hereof, (ii) all chutes, pipes, flues, ducts, wires, conduits, plumbing, electrical and other facilities running through, along or within any interior wall or partition, or otherwise within the space(s) defined by the boundaries described in Section 3.02, that serve other Units and/or the Common Elements, and (iii) any foundations, structural supports, structural columns or any other parts of systems, services or utilities serving multiple Units or other parts of the Real Estate.

3.04 Maintenance of Units. Each Unit Owner is solely responsible for the maintenance, repair or replacement of his, her or its Unit, the improvements within and components and equipment that are part of the Unit, and all contents thereof, whether real property, personal property or mixed including, but not limited to, all appliances, doors, windows, interior partitions and walls, HVAC Systems, hot water heater, heat pump, ducts, lighting fixtures, floor coverings, wall coverings, wall board and plumbing, kitchen and bathroom fixtures and appliances.

3.05 Identifying Numbers or Letters. The identifying numbers and/or letters of the Units are as shown on the Plats and Plans and on Exhibit "D", Exhibit "D-1" and Exhibit "D-2" attached hereto and made a part hereof.

3.06 Ownership Interest in Common Elements; Conveyance of Unit. In addition to owning his, her or its Unit, each Unit Owner shall also own that Unit's undivided Percentage Interest in Common Elements and the interest in Limited Common Elements allocated to such Unit. Except as otherwise provided by the Act, each Unit, together with its undivided interest in Common Elements and allocated Limited Common Elements, constitutes a separate parcel of real estate for all purposes.

Conveyance of a Unit automatically includes the Percentage Interest in Common Elements, voting rights, Common Expense Liability and the right to any Limited Common Elements allocated to that Unit hereunder. Neither membership in the Association nor the Percentage Interest in Common Elements and the Limited Common Elements allocated to a Unit may be conveyed, encumbered, assigned or otherwise transferred in any manner except by conveyance of the Unit to which such rights are appurtenant. Any other transfer or attempted transfer thereof by a Unit Owner is void.

### 3.07 Subdivision of the Units.

(a) The Retail Unit Owner(s) shall have the right, without the consent or approval of the Executive Board or the other Unit Owners, to subdivide the Retail Unit into a total of no more than six (6) Retail Units and associated Common Elements or Limited Common Elements. In the event of such subdivision, the Retail Unit Owner shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Retail Unit Owner shall allocate the Percentage Interest, Common Expense Liability, Limited Common Elements, voting rights (as set forth in Section 5.03(a) hereof) and right to designate a Director (as set forth in Section 5.04(b) hereof) allocable to the Retail Unit (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the Retail Unit before such subdivision; and provided that the voting rights and right to designate a Director appurtenant to the Units resulting from the subdivision is not more than the voting rights and right to designate a Director appurtenant to the Retail Unit before such subdivision). Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

(b) The Retail Unit Owner shall have the right, without the consent or approval of the Executive Board or the other Unit Owners, to subdivide the Retail Unit into two or more Units (up to the maximum number of Units set forth in paragraph (a) above) and associated Common Elements or Limited Common Elements. In the event of such subdivision, the Retail Unit Owner shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Retail Unit Owner shall allocate the Percentage Interest, Common Expense Liability, Limited Common Elements, voting rights (as set forth in Section 5.03(a) hereof) and right to designate a Director (as set forth in Section 5.04(b) hereof) allocable to the Retail Unit(s) (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the Retail Unit before such subdivision; and provided that the voting rights and right to designate a Director appurtenant to the Units resulting from the subdivision is not more than the voting rights and right to designate a Director appurtenant to the Retail Unit before such subdivision).

Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

(c) The Declarant shall have the right, without the consent or approval of the Executive Board or the Unit Owners, to subdivide or convert residential dwelling Units it owns into two or more residential dwelling Units or to combine two or more residential dwelling Units it owns into one residential dwelling Unit or into Common Elements or a combination of residential dwelling Units and Common Elements (provided that the exercise of such rights by the Declarant shall not result in the total number of residential dwelling Units exceeding the maximum number of residential dwelling Units permitted by this Declaration or allowed under applicable municipal approvals, regulations or codes). In the event of such subdivision, conversion or combination, the Declarant shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Declarant may allocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to the residential dwelling Units being subdivided or combined (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the residential dwelling Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the residential dwelling Unit(s) being subdivided or combined before such subdivision). Such reallocation shall be made by the amendment to the Declaration recorded by the Declarant pursuant to this Section.

(d) A residential dwelling Unit Owner other than a Declarant may not subdivide residential dwelling Units or combine two or more residential dwelling Units into a single residential dwelling Unit without the approval of the Executive Board, which may be granted or withheld in their sole and unfettered discretion.

3.08 Relocation of Boundaries Between Adjoining Units. Any Retail Unit Owner shall have the right with the consent of at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Retail Unit Owners are entitled to cast as set for the in Exhibit "D-1" attached hereto, without the consent of the Executive Board or the other residential dwelling Unit Owners, to relocate boundaries between adjoining Retail Units that it owns. If a Retail Unit Owner does so, the Retail Unit Owner shall execute and record, at its expense, an amendment to this Declaration and an amendment to the Plats and Plans. In connection therewith, the said Retail Unit Owner shall reallocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to those Units (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability after such relocation is not less than the sum of the Percentage Interests and Common Expense Liability appurtenant to the affected Units before such relocation). Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.



ARTICLE IV - DESCRIPTION OF COMMON ELEMENTS  
AND LIMITED COMMON ELEMENTS

4.01 Common Elements. The Common Elements consist of all parts of the Real Estate and improvements thereon other than the Units and those improvements or facilities (if any) conveyed to or owned by any public or private utilities or other entities furnishing utility service to the Condominium. Without limiting the generality of the preceding, unless otherwise provided in this Declaration or designated on the Plat and Plans, Common Elements include, without limitation, any and all exterior portions of the Building, including the roof, structural components and common utility systems of or serving the Building and not included within the boundaries of Units, any and all portions of the Real Estate that are dedicated to or made available for public access, and otherwise all portions of the Real Estate not included within the boundaries of the Units themselves. The Common Elements shall also include the Stormwater Management Plan, the HVAC Systems for the Common Elements, those portions of the Condominium sidewalks partially located within the Real Estate and partially in the public right of way, the solid waste collection area for the Condominium, and the maintenance, inspection and reporting requirements as set forth in subdivision approval for the Real Estate by the City of Portland Planning Board dated \_\_\_\_\_, and when amended or supplemented, the subdivision approval, as amended or supplemented.

4.02 Limited Common Elements-Generally. In addition to Limited Common Elements elsewhere described in this Declaration, including on the Plats and Plans, and/or those designated as Limited Common Elements pursuant to the Act, the following are Limited Common Elements, assigned and allocated to the Units as provided below:

(a) Pipes, ducts, wires, cables, conduits or other installations for services and utilities located outside the boundaries of, but serving only a particular Unit, are Limited Common Elements allocated only to that Unit (except for such that are part of the Unit as defined in Section 3.03(a)).

(b) Individual utility meters located outside the boundaries of a Unit but serving only a single Unit are Limited Common Elements allocated only to such Unit, unless owned by the applicable utility service provider.

(c) Limited Common Elements of the type described in this Section 4.02 shall automatically be allocated as Limited Common Elements for the exclusive use and benefits of the Unit(s) they are designed and constructed to serve, or to which they are allocated as provided herein, without any further action or document required, whether or not such Limited Common Elements are expressly so designated on the Plats and Plans.

4.03 Other Limited Common Elements.

(a) Sign Areas. The areas located on the exterior façade of the Building designated "Retail Unit Signage" as shown on the Plats and Plans shall be allocated as Limited Common Elements appurtenant to the Retail Unit(s), respectively, for the limited purpose of installing signage in compliance with applicable ordinances and regulations relating to restaurant, and retail businesses occupying said Units.

(b) Roof of Building. The roof of the Building as shown on the Plats and Plans shall be allocated as a Limited Common Element appurtenant to the Retail Unit(s) and the residential dwelling Units for the limited purpose of installing heating, ventilation and air conditioning systems and other mechanical systems and equipment serving said residential dwelling Units in accordance with reasonable rules and regulations that may be established by the Executive Board.

4.04 Off-Site Parking. (a) J.B. Brown & Sons, a Maine corporation (its successor and assigns, the "Parking Garage Landlord") owns the adjacent two-level parking garage on the northwesterly side of the Building (the "Parking Garage"). Pursuant to a memorandum agreement between the Parking Garage Landlord and the Declarant which is, or shall be, recorded in the Cumberland County Registry of Deeds subsequent to the recording of this Declaration (collectively herein called the "Parking Agreement"), each residential dwelling Unit Owner, as appurtenant to and for the benefit of his or her residential dwelling Unit so long as he or she owns said Unit, shall have the right to lease one (1) non-exclusive parking space in the adjacent Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. Pursuant to the Parking Agreement the Retail Unit Owner, as appurtenant to and for the benefit of its Retail Unit so long as it owns said Retail Unit, shall have the right to lease (in the aggregate for the entire Retail Space) fifty-nine (59) parking spaces in the Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. The lease payments shall be paid directly by the Unit Owner to the Parking Garage Landlord during the term of the lease. The parking spaces in the Parking Garage are not designated spaces or exclusive to the Condominium but are used in common with other parking space lessees. The use of the Parking Garage is also subject to such reasonable rules and regulations as the Parking Garage Landlord may from time to time promulgate with respect to safety, security, vehicle size, vehicle height and traffic control.

(b) The Parking Garage Landlord shall also have the right, exercisable by giving ten (10) days' prior written notice thereof to the Unit Owners leasing parking spaces in the Parking Garage, to prohibit the use of designated areas of the Parking Garage to allow construction on the Parking Garage or other improvements; provided, however, that before prohibiting use for such purpose, the Parking Garage Landlord shall provide reasonable and proximate alternative parking so that the parking remaining available in the Parking Garage together with such alternative parking shall at all times equal the number of parking spaces available for leasing by the Parking

rec. nigh.  
\*  
lease 1 parking  
63

\*  
59 spaces retail  
122

Agreement. If such alternative parking is not within the Parking Garage, such alternative parking shall be located on property located within four (4) blocks of the Parking Garage. Upon completion of any construction effecting parking space availability in the Parking Garage, the Parking Garage Landlord shall return the availability of parking spaces to the Parking Garage as described above in Section 4.05(a).

4.06 Use and Enjoyment of Common Elements. Subject to Regulations in effect from time to time, the Common Elements (except the Limited Common Elements) shall be for the exclusive use, enjoyment and benefit of the Unit Owners, their tenants and members of their households and invitees; provided, however, that the Association may suspend the right of any Unit Owner to use Common Elements that are not necessary for the use of the Unit as contemplated by this Declaration if such Unit Owner is delinquent in the payment of Assessments or in material violation of the Condominium Documents after notice and opportunity to cure or contest as provided herein or in the Bylaws. The Limited Common Elements shall be for the exclusive use, enjoyment and benefit of the Unit Owners owning the Unit(s) to which such Limited Common Elements are allocated hereunder and their respective tenants and members of their households and invitees. In addition to the use of common facilities for waste disposal and recycling, the Retail Unit Owner(s) shall have the right to place in the Service Area (as defined in Section 4.09(b)(iii) below) equipment and containers for recycling and reuse of bottles and containers for beverages and one or more grease and/or food waste containers in accordance with such reasonable rules and regulations that may be established by the Retail Unit Owner(s) consistent with usual and customary practice in the industry and in properties of this type.

4.07 Alteration of Common Elements. Except as otherwise set forth herein, no Unit Owner (other than the Declarant) may alter the appearance or character of any Common Elements, or perform any construction or work on any Common Elements. The foregoing does not limit the power of the Association to alter the appearance or character of the Common Elements, in accordance with the terms of the Act, this Declaration, and the Bylaws. Until the Declarant has completed all Units and Common Elements, the Declarant reserves the right to modify the appearance and structural character of the Common Elements, other than Limited Common Elements allocated to specific Units, from time to time, without the permission of the Executive Board.

4.08 Declarant's Rights and Obligations with Respect to Common Elements.

(a) Declarant reserves the right to construct all improvements planned or contemplated for construction within the Condominium, including, without limitation, any interior streets or drives, parking areas, sidewalks, curbing, street lighting, utilities, storm water management facilities, paths and all other improvements shown on the Plats and Plans, the Building and all improvements and Common Elements therein,

and Units planned for construction as depicted either generally or specifically on the Plats and Plans or herein.

(b) No provision hereof shall require the Declarant to construct or provide to the Association any facilities or improvements not shown on the Plats and Plans.

#### 4.09 Maintenance, Repair and Replacement of Common Elements.

(a) Except as otherwise set forth herein, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements and any and all portions of the Real Estate that are dedicated to or made available for public access, and shall include in its budget (and, if necessary, amend the then-current budget and increase the then-current Common Expense Assessment) such amounts as necessary to pay the estimated costs of maintaining, repairing and insuring the same. In addition, the Association shall be responsible for trash removal from the Real Estate for the residential dwelling Units, the lighting fixtures located on any Common Elements, including the Limited Common Elements, snow removal on the public sidewalks abutting the Real Estate, and the maintenance, including annual inspections and reporting requirements, of the HVAC Systems and the Stormwater Management Plan. As contemplated by the definition of "Percentage Interest" in Section 1.02 above, the Association will prepare three separate budgets in each calendar year as follows: (i) Common Expenses that apply to all Units (both residential and retail), (ii) Common Expenses that apply only to the Retail Unit(s), and (iii) Common Expenses that apply only to all residential dwelling Units. It is specifically noted that the City of Portland will not provide trash removal services to the Condominium or to any Unit Owner, as set forth in the terms of the Site Plan and Subdivision approvals of the Condominium.

4.10 Conveyance and Encumbrance by the Association. Except as hereinafter expressly provided, the Association shall not convey, mortgage, pledge or encumber the Common Elements without the approval of (i) Members entitled to cast at least eighty percent (80%) of the votes that all Members that are owners of residential dwelling Units are entitled to cast and one hundred percent (100%) of the votes that all Members that are owners of the Retail Unit(s) are entitled to cast, including eighty percent (80%) of the votes allocated to residential dwelling Units not owned by the Declarant, (ii) the Declarant, during the Declarant Control Period, and (iii) the required approval of Eligible Mortgage Holders, to the extent required under the Act or otherwise pursuant to this Declaration. Proceeds of any such conveyance, mortgage, pledge or encumbrance following the expiration of the Declarant Control Period shall be assets of the Association.

4.11 Demolition. If any Common Element (other than the Common Elements that are integral to the structural or mechanical integrity of the Building as a complete architectural unit) is determined by the Executive Board to be obsolete or in

such state of disrepair so that it is not economically feasible or desirable to repair or replace the same, the Executive Board may call a meeting for the purpose of determining whether such Common Element should be demolished, removed and/or replaced. The determination thereof shall be made by the vote of Unit Owners entitled to cast one hundred percent (100%) of the votes that all Unit Owners are entitled to cast, including one hundred percent (100%) of the votes allocated to Units not owned by the Declarant. The costs of such demolition, removal, and/or replacement shall be assessed as a General Common Expense.

4.12 Disposition of Common Elements Upon Termination. Upon any termination of the Condominium, the Common Elements shall be disposed of in the manner described in Section 1602-118 of the Act.

4.13 Warranty. **DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE PROVIDED BY SECTIONS 1604-112 AND 1604-113 OF THE ACT (AS SUCH WARRANTIES ARE AFFECTED BY THE TERMS OF THE LIMITED WARRANTY CONTAINED IN THE AGREEMENT OF SALE ENTERED INTO BETWEEN DECLARANT AND EACH UNIT OWNER) AND SUCH WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR ANY IMPLIED WARRANTY OF HABITABILITY. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO THE RETAIL UNIT, DECLARANT EXCLUDES ALL IMPLIED WARRANTIES OF QUALITY INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN SECTION 1604-113, SUCH THAT THE ONLY WARRANTIES ARE THOSE EXPRESS WARRANTIES MADE BY THE DECLARANT IN ACCORDANCE WITH SECTION 1604-112.**

#### ARTICLE V - ASSOCIATION; MEMBERSHIP; VOTING; RIGHTS OF MORTGAGEES

5.01 The Association; Powers. The Association shall be an association of and among all Unit Owners and shall have all duties, rights, privileges, functions and responsibilities set forth in the Act and the Condominium Documents, including, without limitation all powers enumerated in Section 1603-102 of the Act, and the right and power to do all other things necessary or expedient in order to carry out all such powers, rights, privileges, duties and functions of the Association, and all powers incidental thereto.

5.02 Membership. Every Unit Owner is a Member of the Association. If two (2) or more Persons own a Unit, each of them is a Member of the Association, but regardless of the number of Unit Owners, each Unit shall be allocated only that number of votes as are specified herein. In the event that two (2) or more Persons own a Unit, one (1) such Person may cast the applicable vote for that Unit on behalf of all the Persons owning that Unit. Membership in the Association is appurtenant to and cannot be severed from ownership of a Unit, and transfers automatically upon conveyance of

title to a Unit, and by no other means. No Unit Owner may disclaim, decline, resign from or transfer membership in the Association (except by conveyance of his Unit).

5.03 Voting Rights of Unit Owners; Rights of Mortgagees.

(a) The votes in the Association allocated to each respective Unit is a sum rounded to the nearest whole number determined by multiplying one thousand (1,000) by the Percentage Interest of the respective Unit. The voting rights allocated to each Unit shall be as set forth on Exhibit "D" (or as applicable, Exhibit "D-1" or Exhibit "D-2") attached hereto and made a part hereof. The Executive Board shall have the right to suspend the voting rights of any Unit Owner who is not in good standing. A Unit Owner is not in good standing if (i) the Unit Owner has not paid all Assessments or installments thereof levied against the Unit Owner or against his Units and such sums are overdue by more than thirty (30) days and are not paid in full at least five (5) days before the date of any meeting at which Members are entitled to vote, or (ii) the Unit Owner is otherwise in material violation of this Declaration or any of the other Condominium Documents and has not cured such violation to the reasonable satisfaction of the Executive Board at least five (5) days prior to the date set for any meeting of Members and so long as the Unit Owner is not contesting in good faith the matter that is the subject of the alleged material violation in accordance with the procedures outlined in this Declaration or in the Bylaws. Votes applicable to the D-1 Budget (Retail Unit(s)) and the common expenses and matters relating to the D-1 Budget shall be effective without the consent or approval of the Executive Board or the residential Unit Owners.

(b) Any first mortgagee of a Unit may file with the Association a request identifying itself as a first mortgage holder and identifying the Unit encumbered by its mortgage and the Unit Owner's name and address, by certified or registered first-class mail, return receipt requested, or by delivery in hand securing receipt therefore, and thereby shall become an "Eligible Mortgage Holder." The Secretary of the Association shall maintain such information. After the filing of a request by the Eligible Mortgage Holder, the Association shall cause notice to be sent to the Eligible Mortgage Holder as provided under Section 1602-119 of the Act, and the Eligible Mortgage Holder shall have the voting and other rights provided under Section 1602-119 of the Act.

(c) In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default, which deed identifies the circumstances classifying it as such a deed, or to dispose of, advertise, sell or lease a unit acquired under the procedures set forth above, and any such foreclosure or deed shall convey title free and clear of any such right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

#### 5.04 Election of Board Members.

(a) Subject to the other provisions of this Declaration and the Bylaws, the Board shall have the full power and authority to act on behalf of the Association, and except as otherwise expressly required by the Condominium Documents or the Act, actions and decisions of the Board need not be submitted to or approved by the Members.

(b) Subject to Section 5.04(c) below, during the Declarant Control Period, all Directors shall be appointed, and may be removed and replaced from time to time, by the Declarant, with or without an actual meeting, without the necessity of obtaining resignations from Directors replaced or removed, and without prior notice to or approval of the other Unit Owners.

(c) On or before the end of the Declarant Control Period, the Declarant shall schedule a meeting of Members in accordance with the terms of the Bylaws. At such transition meeting of the Members, all Directors shall be elected by the Unit Owners (including the Declarant) and the Declarant-appointed Directors shall resign. Beginning with that meeting, Directors shall serve for staggered terms, as provided in the Bylaws. Notwithstanding the preceding, while the Declarant owns any Units, the Declarant shall have the absolute right to appoint a representative of the Declarant as a non-voting *ex officio* member of the Executive Board and each committee thereof with the same right to receive notice of, and to attend and participate in all meetings of the Executive Board and each such committee as any Director or voting member of such committee could do, and to receive all memoranda, correspondence, bulletins and other communications intended for Directors or members of such committee, but without any right to vote on matters coming before the Executive Board or such committee.

(d) The Declarant reserves the right, in its sole and absolute discretion and in accordance with the Act, to surrender voluntarily the right to appoint and remove Directors before the Declarant Control Period ends. The Declarant may, as a condition thereof, require that specified actions of the Association or the Board be approved by the Declarant before they become effective. Such actions shall be specified in an instrument executed and recorded by the Declarant. The Declarant may conditionally surrender the right to appoint and remove Directors, reserving the right to exercise such rights at a later time upon giving thirty (30) days prior written notice to the Association.

(e) Notwithstanding any provision of this Declaration or the other Condominium Documents to the contrary, the Unit Owners, by a two-thirds ( $\frac{2}{3}$ ) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

5.05 Number and Qualification of Directors.

(a) The Board shall consist of five (5) Directors elected by the Unit Owners as hereinabove provided, and one (1) of the five (5) Directors shall be elected exclusively by the Allocated Votes of the Retail Unit as set forth in Exhibit "D-1".

(b) In addition to such other qualifications as may be set forth from time to time in the Bylaws, Directors shall be natural persons of full legal age and shall be Unit Owners, spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, limited liability company, trust or estate, duly authorized representatives.

5.06 Election of Officers. Officers of the Association shall consist of such officers and subordinate officers as may be specified in or provided for in the Bylaws, and shall be elected by the Board in the manner specified in the Bylaws.

5.07 Voting by Ballot or Proxy. To the fullest extent permitted by the Act, the Unit Owners may vote on any matter on which Unit Owners are entitled to vote (including, but not limited to, approving amendments to the Condominium Documents) by proxy, in the manner specified in or provided for in the Bylaws. Notwithstanding the foregoing, no proxy may be voted by a Person who is not another Unit Owner or designated representative of a Unit Owner that is not a natural person (and even another Unit Owner may not vote a proxy if that other Unit Owner has lost the privilege of casting its own vote, relative to its own Unit).

5.08 Standard of Conduct.

(a) In the performance of their duties, the officers and Directors of the Executive Board shall stand in a fiduciary relation to the Association, and all officers and Directors shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, Directors and officers shall be entitled to rely in good faith on information, opinions, reports or statements (including financial statements and other financial data) in each case prepared or presented by any of the following:

(i) One or more other officers or employees of the Association whom the officer or Director reasonably believes to be reliable and competent in the matters presented;



(ii) Counsel, public accountants or other persons as to matters which the officer or Director reasonably believes to be within the professional or expert competence of such person; and

(iii) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Director reasonably believes to merit confidence.

An officer or Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance on any of the preceding to be unwarranted.

(c) Absent breach of fiduciary duty (if applicable), lack of good faith or self-dealing, actions taken as a Director or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

5.09 Limited Liability. No Director or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 5.09 shall not apply to the responsibility or liability of a Director or officer pursuant to any criminal statute, or to the liability of a Director or officer for the payment of taxes pursuant to local, state or federal law.

5.10 Indemnification. To the extent permitted under Maine law, each present and former Director or officer, in his capacity as a Director, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being, or having been, a Director and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is a Director, officer or both at the time such expenses are incurred, except in such cases where such Director and/or officer is adjudged to have engaged in willful misconduct, recklessness, breach of fiduciary duty (if applicable) or self-dealing; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected Director abstaining if he is then a Director) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Director and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 5.10 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director and/or officer may be entitled under the Bylaws as a matter of law or agreement or by vote of the Unit Owners

or otherwise. Subject to the approval of the Executive Board, the Association may advance expenses incurred by a present or former officer or Director in connection with any suit or proceeding with respect to which he may be entitled to indemnity hereunder, subject to such conditions and limits as Executive Board may prescribe including, but not limited to, the execution of an agreement by which he agrees to reimburse the Association for such expenses advanced if it is ultimately determined that he is not entitled to indemnity hereunder, which may be secured or unsecured at the discretion of the Executive Board.

## ARTICLE VI - COVENANT FOR ASSESSMENTS; LIENS; COLLECTION

### 6.01 Assessments; Allocation of Common Expense Liability.

(a) The Common Expense Liability allocated to each Unit shall be as set forth on Exhibit "D" attached hereto (including Exhibits "D-1" & "D-2", as applicable) and made a part hereof; provided, however, for those Common Expenses determined to be Retail Unit Common Expenses (e.g., street level sidewalk, signs and windows) or Resident Unit Common Expenses (e.g., maintenance and cleaning of the hallways on the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> floors) shall be a Residential Unit Common Expense Liability. No amendment to this Declaration or to Exhibit "D" that changes the Common Expense Liability or allocated votes shall be effective without the affirmative vote of one hundred percent (100%) of all votes in the Association. If two or more Units are combined into a single Unit, a Unit is subdivided, or Unit boundaries are relocated, the affected Unit Owners shall execute and record an amendment to this Declaration and Exhibit "D" setting forth the reallocation of Common Expense Liability and Percentage Interests with respect to the affected Units (as well as making any necessary allocation of Limited Common Elements) and a copy of such amendment shall be furnished to the Association. In the case of a combination of Units, the Common Expense Liability associated with the resulting Unit shall be the sum of the Common Expense Liability appurtenant to the Units so combined, and in the case of a subdivision of Units, the aggregate Common Expense Liability and Percentage Interest allocated to the resulting Units shall not be less than the Common Expense Liability and Percentage Interest of the Unit being subdivided. Additionally, the Percentage Interests shown on Exhibit "D", Exhibit "D-1" and or Exhibit "D-2" may be revised subsequent to construction based upon as-built measurements as provided above.

(b) Each Unit Owner is obligated to pay all Assessments levied against his Unit including, to the extent provided herein, Assessments with respect to Limited Common Elements allocated to his Unit. In the event that two (2) or more Persons own a Unit, an Assessment against that Unit shall be the joint and several personal obligations of such Persons.

(c) Except as may otherwise be required by applicable law, the obligation to pay Assessments is not subject to deduction or set-off and may not

otherwise be diminished, discharged, suspended or abated because of: (i) any claim which such Unit Owner(s) may have against the Association or the Declarant; (ii) the failure or purported failure of the Association to provide services required hereunder; (iii) the fact that the Unit has been destroyed, in whole or in part, or is unoccupied or uninhabitable for any reason; or (iv) the failure or refusal of any other Unit Owners(s) to pay Assessments.

(d) The Unit Owner of a leased Unit shall remain personally liable, jointly and severally with the tenants of the Unit, for Assessments against the Unit, notwithstanding any contrary terms or provisions of the applicable lease. If a lease imposes the obligation to pay such Assessments or any part thereof on the tenant, the Association shall be a third party beneficiary of such covenant and shall have the right (but not the obligation) to enforce such obligation directly against the tenant, or against the tenant and the Unit Owner, jointly and severally.

6.02 Damages. Each Unit Owner shall reimburse and indemnify the Association upon demand for any losses, expenses, costs or damages incurred by the Association as a result of any damage to Common Elements caused by the act, omission or negligence of such Unit Owner or his tenants, agents, invitees, family members, licensees, contractors or subcontractors, including without limitation damages to the corridors, Common Element floor coverings and walls, elevators and other Common Elements in connection with the moving of furniture and other belongings into and out of the Building. Such damages may be assessed and collected as a Special Assessment against such Unit Owner. The Executive Board shall have the authority to make Regulations that require (i) advance notice to the Association of move-ins and move-outs and delivery of bulk items, with the identity of any moving company or delivery company that will be used, (ii) the resident moving in or out or arranging for such delivery to pay a fee and/or provide a security deposit in advance to cover possible damage to the Common Elements and other expenses incurred by the Association, and (iii) any moving company or other person delivering or removing furniture or other bulk items to provide a certificate of insurance, in a form satisfactory to the Association, evidencing insurance coverage satisfactory to the Association.

6.03 Time for Payment. The due date for payment of Assessments or installments thereof by each Unit Owner shall be determined by the Board, but shall not be more frequent than monthly. Unless otherwise determined by the Board, the Assessment for each fiscal year shall be due and payable in monthly installments, in advance, on the first day of each calendar month.

6.04 Non-Payment; Late Charges; Interest; Lien.

(a) Any Assessment (or installment thereof) that is not paid within ten (10) days after it is due shall be considered delinquent and shall be subject to a late charge as determined by the Executive Board from time to time. Interest on any Assessment (or installment thereof) not paid within thirty (30) days after it is due shall

accrue from the due date at the rate of eighteen percent (18%) per annum (or such other rate, not to exceed the highest rate permitted by law, as the Board may from time to time determine). Interest at said rate shall continue to accrue until the delinquent amount is paid in full, both before and after any judgment is entered in favor of the Association, notwithstanding any otherwise applicable "legal rate of interest".

(b) Any costs of collection, including reasonable attorney's fees (whether incurred before trial, at trial, or on appeal), incurred by the Association in collecting or attempting to collect delinquent Assessments may be assessed and collected in the same manner as any other Assessments hereunder against the delinquent Unit Owner and shall be secured by the Association's lien therefor.

(c) If any Assessment or installment or part thereof remains unpaid for more than forty-five (45) days after it is due, the Board may accelerate all future installments of such Assessments with respect to the delinquent Unit Owner (if Assessments are payable in installments). Notice of acceleration shall be given to the delinquent Unit Owner and shall be effective unless the delinquent Unit Owner pays the Association, within ten (10) days after the date of such notice, all delinquent Assessments or installments thereof, all interest thereon, and all accrued late charges and collection costs.

**(d) THERE SHALL BE A LIEN IN FAVOR OF THE ASSOCIATION AGAINST EACH UNIT FOR THE FULL AMOUNT OF ALL ASSESSMENTS LEVIED AGAINST SUCH UNIT FROM TIME TO TIME, TOGETHER WITH ALL LATE CHARGES, INTEREST AND COLLECTION COSTS (INCLUDING ATTORNEY'S FEES AND EXPENSES AS PROVIDED HEREIN) INCURRED OR CHARGED BY THE ASSOCIATION WITH RESPECT TO DELINQUENT ASSESSMENTS HEREUNDER. SUCH LIEN SHALL HAVE THE PRIORITY AND MAY BE ENFORCED IN THE MANNER PROVIDED FOR IN THE ACT. THE RECORDING OF THIS DECLARATION CONSTITUTES NOTICE AND PERFECTION OF THE ASSOCIATION'S LIEN. THE ASSOCIATION SHALL HAVE THE RIGHT TO COLLECT FROM A UNIT OWNER, AND THE ASSOCIATION'S LIEN SHALL ALSO SECURE, ALL AMOUNTS PAID OR EXPENDED BY THE ASSOCIATION IN ORDER TO PROTECT OR PRESERVE THE UNIT OR THE PRIORITY OF THE ASSOCIATION'S CLAIM OR LIEN INCLUDING, WITHOUT LIMITATION, AMOUNTS PAID OR INCURRED TO DISCHARGE REAL ESTATE TAXES OR OTHER LIENS SENIOR IN PRIORITY TO THE ASSOCIATION'S LIEN, AND INTEREST ON SAID SUMS AT THE RATE SPECIFIED HEREIN.**

6.05 Other Remedies. Assessments and other amounts payable by any Unit Owner may also be recovered by a lawsuit brought by the Association against the Unit Owner and any other person personally obligated to pay the same. The Association shall have all other rights and remedies available at law or in equity. All rights and remedies of the Association shall be cumulative.

6.06 Resale Certificates. Within ten (10) business days after a written request by a Unit Owner or the holder of a mortgage of first priority granted with respect to such Unit Owner's Unit, the Association shall furnish to the Unit Owner a certificate containing the information and copies of documents necessary to enable the Unit Owner to comply with Section 1603-116(h) of the Act. The Board shall charge a reasonable fee for the preparation of a Resale Certificate as determined in its sole discretion. A purchaser of a Unit shall not be liable for any unpaid Assessment or fee greater than the amount set forth in the certificate prepared by the Association, except for Assessments and charges accruing or coming due after the date the Association prepared such information.

6.07 Discretion of Executive Board. In connection with the collection of delinquent Assessments, the Board shall have the power, in its discretion, to waive or compromise the obligation of an Unit Owner to pay interest, late charges and/or costs of collection, and to compromise or settle the obligation of one or more Unit Owners to pay delinquent Assessments or other sums payable by them hereunder, if the Board reasonably determines that it is in the best interests of the Association to do so based upon such factors as the Board deems relevant, including, without limitation, the likelihood of collecting the full amount due and the expense and delay associated therewith.

6.08 Basis and Computation of General Common Expense Assessments.

(a) No later than one hundred twenty (120) days after the beginning of each fiscal year of the Association, the Board shall adopt a budget for such fiscal year setting forth estimated Common Expenses, segregating (but only to the extent required by this Declaration or by law), General Common Expenses and Limited Common Expenses and otherwise in accordance with the terms of the Bylaws. The total regular Common Expense Assessments to be levied on all Units for that fiscal year shall be computed based on the total estimated Common Expenses set forth in such budget, after deducting therefrom (i) any surplus from a prior year or years not allocated to or set aside as reserves by the Board, and (ii) an estimate of any other income the Association expects to receive that will be available to pay Common Expenses.

(b) The regular Assessment for General Common Expenses against each Unit shall then be determined by multiplying the total Assessment for General Common Expenses by the Percentage Interest allocated to such Unit. In determining Assessments for any year, the Board shall have the right to include in the Budget for such year a reasonable allowance for delinquent or uncollectible Assessments, as well as such allocations to reserves as the Board deems appropriate.

(c) The budget of the Association may be modified from time to time by the Board to reflect any material change in the Common Expenses incurred or expected to be incurred by the Association for such fiscal year, and the Board shall have the power to increase or decrease the Assessments for Common Expenses

accordingly. Such increase or decrease will be effective not earlier than thirty (30) days after the date of the notice thereof been given to the Unit Owners.

(d) Within thirty (30) days after adoption of the proposed budget(s) for a fiscal year, the Board shall provide a summary of the budget(s) to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, such date to be not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that meeting Members entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Members are entitled to cast reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board. The failure of the Board to adopt a Budget or to adopt a new Common Expense Assessment shall not excuse the Unit Owners from paying Assessments or installments thereof based upon the Budget and Assessment in effect for the preceding year. Once an Assessment has been made by the Board, it shall automatically continue in force for the fiscal year for which it was initially adopted, and during each subsequent fiscal year, until the amount of Assessments is changed by the Board. The D-1 Budget for the Retail Unit(s) shall be prepared and approved without the consent or approval of the Executive Board or the residential Unit Owners.

(e) Any capital expenditure approved by the Board (other than as part of the annual budget setting process described above) may be rejected only with the affirmative vote of two-thirds ( $\frac{2}{3}$ ) the votes that all Unit Owners are entitled to cast. Such vote shall take place within thirty (30) days after notice of approval of the capital expenditures has been mailed to the Unit Owners.

(f) Any surpluses resulting from Assessments in excess of the actual expenses incurred may be set aside by the Executive Board as reserves including, but not limited to, operating, reserves, repair or replacement reserves, and reserves for future capital expenses or improvements. Nothing herein shall prohibit the Board from appropriating any surplus attributable to Assessments for General Common Expenses to the making of any capital improvement, addition, repair or replacement of any of the Common Elements.

6.09 Special Assessments. The Board shall have the power to levy Special Assessments for such purpose or purposes as the Board from time to time deems necessary or appropriate, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements. Unless otherwise provided herein, Special Assessments benefiting all Unit Owners shall be levied on all Units in proportion to their respective Common Expense Liabilities, and shall be due and payable in a lump sum or in such installments as the Board shall determine.

6.10 Commencement of Assessments. The first Common Expense Assessment shall be made as and when determined by the Executive Board. Each Unit in existence as of the date on which the first Common Expense Assessment is made shall be subject to Assessments automatically and shall be subject to Assessments at all times thereafter until the Condominium is terminated as provided in the Act. A Unit shall be deemed to exist and subject to Common Expense Assessments after substantial completion thereof. For purposes hereof, a Unit shall be "substantially completed" at such time as the Unit, excluding interior improvements to be completed by the Unit Owner, is completed. At the time of conveyance of a Unit by the Declarant, the purchaser thereof shall reimburse the Declarant for the prorated amount of the then-current Assessment applicable to that Unit, representing the amount of such Assessments attributable to periods following such conveyance.

6.11 Reserves for Replacement. The Association shall establish and maintain a reasonable reserve fund for the repair and replacement of improvements comprising the Common Elements and any Limited Common Elements it is obligated to repair or replace, in such amount as the Executive Board deems prudent; provided that no allocation to repair or replacement reserves need be made until the second full fiscal year of the Association following the conveyance of the first Unit to a Unit Owner other than a Declarant.

6.12 Initial Contributions by First Time Buyers and Resales. Each Unit Owner purchasing a Unit from the Declarant shall pay to the Association, at the time of conveyance, a one-time initial contribution in an amount equal to twice the then current monthly Assessment for such Unit, which is in addition to, and not in lieu of, the regular Assessments payable with respect to the year in which such conveyance takes place. Such payments shall be nonrefundable and will not be returned by the Association if the Unit Owner subsequently sells or conveys its Unit.

(a) Any person purchasing a Unit from a Unit Owner other than a Declarant shall pay to the Association at the time of such purchase a one-time contribution in an amount equal to twice the then current monthly Assessment for such Unit, which contribution shall be in addition to the then current Common Expense Assessment allocable to such Unit. The Executive Board shall have the authority to increase such contribution due on re-sales from time to time, by resolution of the Executive Board.

(b) The contributions collected pursuant to this Section 6.12 may be used and allocated by the Executive Board to set up and/or fund operating, repair/replacement or capital improvement reserves, or to defray current Common Expenses, in such manner as the Executive Board shall determine.

## ARTICLE VII - INSURANCE; CONDEMNATION; TERMINATION

7.01 Property Casualty Insurance. Beginning no later than the first conveyance of a Unit to a Unit Owner other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

(a) "all risk" property and casualty insurance insuring the Common Elements and Units (exclusive of improvements and betterments installed in the Units, and exclusive of personal property and other contents therein) against all common risks of direct physical loss commonly insured against, covering the interests of the Association, the Board and the Unit Owners, as their interest may appear. The total amount of insurance shall be one hundred percent (100%) of the replacement cost of the insured property (exclusive of land, excavations, foundations and other items normally excluded from such casualty policies), subject to such reasonable deductibles as the Board may determine.

(b) Comprehensive general public liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00 for bodily injury or death arising from a single occurrence, insurance for liability for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and any property owned or leased by the Association.

(c) Workers' compensation insurance covering employees and agents of the Association as required by law.

(d) Builder's Risk Insurance during any period in which activities are being carried on in or about the Condominium which will, or might, in the reasonable opinion of the Board, render standard all risk insurance inapplicable, or fall within any exclusion from standard all risk insurance or impair the ability of the insured to recover thereunder (a "Builder's Risk Situation"), in an amount equal to any amount by which the all risk insurance provided under clause (a) above is or might be reduced or recovery of which impaired as a result of such activities (the "Builder's Risk Amount").

(e) Notwithstanding any provision hereof or of the Act to the contrary, the expense of all insurance carried by the Association, including insurance on the Units as herein required, shall be assessed as part of the Assessment for Common Expenses in accordance with the Unit's respective Common Expense Liability, unless the Association can reasonably establish that the use of one or more of the Units results in greater cost of such insurance in proportion to the value of or the risk associated with such Unit(s) (including, without limitation, in accordance with Section 7.04 below) in which case the Association shall have the right to allocate the expense of insurance accordingly.

7.02 Other Insurance. The Association may carry any other insurance including, but not limited to, directors and officers liability insurance, fidelity bonds, and the like, as the Board may determine from time to time.



### 7.03 Policy Terms; Waiver of Claims.

(a) Property, casualty and liability insurance carried by the Association pursuant to Section 7.01 hereof shall contain any policy terms required by the Act. Each Unit Owner shall be an insured person under the Association's liability insurance with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association. Each policy shall provide that (i) the insurer waives its right of subrogation under the policy against any Unit Owner, (ii) no act or omission by a Unit Owner (unless acting within the scope of his authority on behalf of the Association) will void the policy or be a condition of recovery under the policy, and (iii) if at the time of a loss under a policy maintained by the Association there is other insurance in the name of Unit Owner covering the same property covered by the Association's policy, the Association's policy shall be primary insurance not contributing with or secondary to the other insurance.

(b) Each Unit Owner hereby waives any claims the Unit Owner may have against the Association or against any other Unit Owner arising out of any damage to or destruction of his Unit, and any claims for personal injury or property damage, to the extent such damages are covered by insurance maintained by the Association hereunder.

7.04 Insurance Obligations of Unit Owners. Each Unit Owner shall be individually and solely responsible for maintaining (a) liability insurance with respect to its Unit, providing coverage in amounts of not less than a combined single limit of \$500,000, or such other amounts as the Executive Board may from time to time reasonably require, and (b) property insurance insuring the improvements and betterments in the Unit not covered by insurance maintained by the Association, and insuring the contents thereof and any personal property therein, such coverage to be in an amount sufficient to prevent the Unit Owner from becoming a co-insurer under such policy. The foregoing coverages shall be obtained through a customary condominium unit owner's insurance policy, and upon request will furnish the Association evidence that such coverage is in force. The Association shall have no insurance responsibility with respect to any Unit or the contents thereof except as expressly provided herein. During any period in which construction or remodeling activities are being carried on by or on behalf of a Unit Owner in or about such Owner's Unit which create a Builder's Risk Situation, such Unit Owner (a) with respect to the property insurance otherwise required to be maintained by the Unit Owner hereunder, will maintain Builder's Risk Insurance in the Builder's Risk Amount, at such Unit Owner's sole cost, or (b) with respect to property insurance which the Association would otherwise be required to maintain under Section 7.01(a) above, will, as the Association elects, either (i) maintain Builder's Risk Insurance in the Builder's Risk Amount at such Unit Owner's sole cost, or (ii) pay to the Association on demand, as a Special Assessment, the cost of such insurance maintained by the Association. If a Unit Owner is required to maintain Builder's Risk insurance hereunder, such Unit Owner shall provide to the Association, prior to

commencing the activities which render such insurance necessary, a certificate or other evidence, in form and substance satisfactory to the Board, that such insurance is in effect with an insurer licensed in the State of Maine.

7.05 Insurance Deductibles. In the event of the damage or destruction of a Unit, the amount of any deductible or co-insurance payment that applies under any insurance on such Unit carried by the Association shall be the responsibility of the Unit Owner.

7.06 Adjustment of Losses. Any losses covered by any casualty insurance policy maintained by the Association shall be adjusted solely by and with the approval of the Association and proceeds thereof shall be payable to the Association and not to any mortgagee or Unit Owner. The Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverages, and to execute and deliver releases therefor upon payment of the agreed settlement for such claims. The Association shall hold such proceeds in trust for the benefit of the Association, the Unit Owners and lien holders, as their interests may appear. Subject to Section 7.07 below, such proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and no Unit Owners or lien holders shall be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Condominium is terminated.

7.07 Use of Proceeds.

(a) Any part of the Common Elements for which the Association maintains property insurance which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated in the manner provided under the Act, (ii) repair or replacement would be illegal under any state or local health or safety statute, law, regulation or ordinance, or (iii) Unit Owners entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Unit Owners are entitled to cast (including every Unit Owner to whose Unit any Limited Common Element which will not be rebuilt is allocated) vote not to rebuild, unless insurance proceeds are adequate to rebuild. The cost of the repair or replacement in excess of available insurance proceeds and reserves shall be a General Common Expense or, with respect to Limited Common Elements repaired or replaced, a Limited Common Expense.

(b) Any part of a Unit for which insurance is required to be maintained and which is damaged or destroyed shall be repaired or replaced promptly except in the case of events described in subsection (a)(i), (ii) or (iii) above and any cost of repair or replacement in excess of available insurance proceeds shall be borne by the Unit Owner. Any cost of repair or replacement in excess of available insurance proceeds shall be a General Common Expense.

(c) If the entire Condominium is not repaired or replaced, the insurance proceeds shall be distributed and disbursed pursuant to the requirements of the Act.

7.08 Other Insurance. The Board may increase insurance coverages and obtain additional insurance coverages not specifically stated herein as the Board determines from time to time, in its discretion, the premiums for which shall be Common Expenses. Policies of insurance shall be deposited with and shall be maintained by the Board. Nothing herein shall be deemed to preclude the Board from obtaining one or more insurance policies that include the improvements and betterments constructed inside and/or personal property contained within the Units if the Board determines that is in the financial best interests of the Unit Owners to do so, and the Association may allocate the costs thereof among the Unit Owners as it deems fair and appropriate.

7.09 Condemnation. If all or any part of the Common Elements or Units are taken through condemnation or eminent domain proceedings, the proceeds of such condemnation shall be paid and applied as provided in Section 1601-107 of the Act. Any award attributable to a taking of all or a part of the Common Elements, including Limited Common Elements, shall be paid to the Association, as trustee for the benefit of the Unit Owners and their respective mortgagees, for distribution pursuant to Section 1601-107 of the Act.

7.10 Termination. Except for a termination resulting from the taking of all the Units by eminent domain, the Condominium may be terminated only by the agreement of Unit Owners of Units to which one hundred percent (100%) of all votes in the Association are allocated. If the Condominium is terminated by the Unit Owners, and if the real estate comprising the Condominium is sold, the proceeds shall be distributed as provided in Section 1602-118 of the Act.

## ARTICLE VIII - USE AND OCCUPANCY RESTRICTIONS; ARCHITECTURAL CONTROLS

### 8.01 Permitted Uses.

(a) Retail Unit(s). The Owner of Retail Unit(s) may operate or cause an independent third-party to operate a restaurant and/or retail space, or any combination thereof, in the Retail Unit(s) ("Retail Space") subject to the following conditions:

(1) The Owner of the Retail Unit(s) agrees that the Retail Space shall be used solely for a restaurant and/or high-quality permitted stores and offices. In no event shall the Retail Space to be utilized in whole or in part for: (i) the storage of explosives or any hazardous material, (ii) the sale of pornographic or other sexually explicit material or massage parlors or other uses that may offend the prevailing standards of decency and morality, (iii) off-track betting or other gambling

establishment, (iv) any venue with live or loud music that can be heard from the street or the other Units after 10:00 p.m., (v), any medical marijuana dispensaries, or (vi) any retail establish for drug paraphernalia or legal marijuana sales.

(2) The following uses for the Retail Space are pre-approved: (i) a casual dining or fine dining restaurant; (ii) clothing stores and gifts shop; (iii) financial institutions, such as banks or insurance agencies; (iv) retail service businesses, such as travel agencies; (v) grocery stores, pharmacies, health food stores, coffee houses, bakeries or retail stores that sell of beer and/or wine, and (vi) professional offices, such as a medical office or law firm.

(3) The Owner of the Retail Unit(s) shall ensure that the construction, renovation and operation of the Retail Space does not conflict with any provision of this Declaration or adversely affect or pose a threat to public health or safety and shall use best efforts so as to minimize resident complaints related to such construction, renovation and operation of the Retail Space.

(4) The Owner of the Retail Unit(s) shall cause the Retail Space to be operated and maintained at all times in a first class safe condition in compliance with all applicable law and regulations.

(b) Residential Units. The residential dwelling Units shall be used exclusively for residential purposes. Each Unit that is a residential dwelling Unit shall be used as a single-family residence, provided that persons providing assistance to the Unit Owners or tenants of a residential dwelling Unit shall be permitted to reside in such residential dwelling Unit (e.g., live-in housekeeper, nurse or other personal care assistant).

8.02 Appearance; Nuisances; Maintenance. Each Unit Owner shall keep his or its Unit in a clean, neat, sanitary and safe condition. Each Unit Owner shall refrain from any activity, including unreasonable noise or other disturbance that unreasonably interferes with the quiet and peaceful enjoyment of other Units and other Unit Owners, residents or occupants; provided, however, that the typical noise associated with the use of the Retail Unit(s) as a restaurant use shall not be considered an unreasonable interference with the quiet and peaceful enjoyment of other Units and Unit Owners. Operation of a restaurant, including storage, holding and provision of alcoholic beverages, and related retail uses as contemplated by Section 8.01(b) in a manner comparable to other restaurants of similar types, shall not be considered to impair or unreasonably interfere with the quiet and peaceful enjoyment of other Unit Owners, residents or occupants. The Board shall have the power to adopt and amend reasonable Regulations relating to the use and occupancy of the Units and prohibiting activities that impair or interfere with the quiet and peaceful enjoyment of the Condominium by the residents or occupants and/or threaten the health, safety and welfare of the residents or occupants, provided, however, that such Regulations may not impose restrictions upon the use of the Retail Unit(s) without the written consent of

the Retail Unit Owner, as the case may be, (regardless of whether the Retail Unit(s)), if the Retail Unit Owner reasonably determines that such restrictions would have a material adverse effect on the operation of its respective businesses at its Unit(s). By way of example, and not by way of limitation, restrictions on hours of operation, serving of alcohol or menu options in the case of the Retail Unit(s), would be considered to be restrictions that would have such a material adverse effect. No Unit Owner may place any garbage, trash or rubbish anywhere on the Real Estate other than in his, her or its own Unit or the Service Area, or as otherwise designated by the Executive Board.

### 8.03 Leasing.

(a)(i) Subject to the other provisions of this Section 8.03(a)(i) and unless otherwise consented to by the Declarant or, after the termination of the Declarant Control Period, the Executive Board, a Unit Owner of a residential dwelling Unit may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that the following conditions are satisfied (which conditions are expressly not applicable to leases entered into by the Declarant with respect to Units that are owned by the Declarant): (x) such lease must be in writing, provide the names of each person that will occupy the Unit during the term of lease, have a minimum lease term of not less than three (3) consecutive months, and no tenant under any lease may sub-lease to another tenant or permit the Unit to be occupied by others not listed on the lease, (y) a true copy thereof (and any subsequent amendments or modifications thereto) is delivered to the Association within ten (10) days after it is signed by all parties thereto, and (z) the lease shall expressly obligate the lessee(s) to comply with the Act, this Declaration and the Regulations, as the same may be amended from time to time (which shall be binding on the lessee whether or not the lease so states). Notwithstanding anything contained herein to the contrary, but expressly not applicable to leases entered into by the Declarant with respect to Units still owned by the Declarant: (I) no more than twenty-five (25) of residential dwelling Units in the Condominium shall be leased at any given time, and (II) no Person (together with any affiliate of a Person) that owns more than one residential dwelling Unit, shall lease more than one (1) Unit at any given time. Accordingly, residential Unit Owners seeking to lease their Unit must first obtain written confirmation and approval from the Association that no more than the maximum allowed number of residential dwelling Units are then actively under lease and that the Unit Owner may only then enter into a lease for his or her Unit. Provided, however, that the above-described limitation on the total number of residential dwelling Units that may be leased at any given time shall not be applicable to an institutional mortgage lender that acquires title in its own name, or in the name of subsidiary entity, to a residential dwelling Unit by foreclosure or deed in lieu of foreclosure during such time as such institutional mortgage lender or such subsidiary entity retains title to said residential dwelling Unit. In addition, under no circumstances shall any Unit or any portion thereof be rented as a so-called "short term rental" under any agency or booking platform such as "Airbnb", "VRBO", "FlipKey" or similar platforms or agencies.

(ii) Subject to Section 8.01(a), the Owners of the Retail Unit(s) may lease all or any portion of its Unit(s).

(b) Whether or not so stated in any lease, all tenants and occupants of a Unit shall be bound by the Act, this Declaration and the Regulations, and the Association shall be entitled to enforce the provisions hereof and thereof against such persons directly, provided further that the Unit Owner leasing such Unit shall at all times be responsible to ensure that the tenants and occupants of its Unit comply with this Declaration and the Regulations. The Association shall be entitled to demand payment directly from the lessee of any Assessments, fines or other sums payable by the Unit Owner which are delinquent and the lessee shall pay such sums to the Association (not in excess of amounts due to the Unit Owner) and shall have the right to deduct sums so paid to the Association from amounts due the Unit Owner under the lease. Nothing in the foregoing shall be construed as relieving the Unit Owner from his obligation to make all payments and perform all actions required under this Declaration, and the Unit Owner shall remain directly and primarily liable for such obligations. The Association shall have the right to require that the Unit Owner take all necessary steps to terminate such lease and evict such tenant(s) within thirty (30) days after written notice from the Association as a result of violations by the lessee (or his family, invitees or invitees) of the Act, this Declaration or the Regulations which continue or recur after written notice thereof is given by the Association to the Unit Owner or the lessee.

#### 8.04 Signs and Displays.

(a) With respect to the residential dwelling Units, nothing shall be hung or displayed on or from the outside of a Unit, or out of or from the exterior windows or placed on the outside walls. No awnings, canopies or shutters (except for those installed by Declarant or the Association) shall be affixed or placed upon the exterior walls or roofs of the Units or any part thereof, nor relocated, replaced or extended. No awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to the residential dwelling Units or any part thereof except as set forth below, no addition to or change or replacement of any exterior light or other exterior hardware shall be made; and no painting, attaching of decalcomania, or other decoration shall be done on any exterior part of the surface of the residential dwelling Units nor on the interior or exterior surface of any window or door of the residential dwelling Units.

(b) With respect to the Retail Unit(s), the Owners of such Units may install signage in their Limited Common Element Signage areas shown on the Plat and Plans, and canopies, awnings, screens and banners, and painted or attached decalcomania, signs, and decorations on the interior surfaces or windows and doors so long as such installation complies with all applicable laws and such Retail Unit(s) signage installation shall not be subject to the review or approval by the Executive Board.

8.05 Modifications of Units. The architectural integrity of the Units shall be preserved without modification, and therefore, except as may otherwise be expressly and specifically allowed by this Declaration or the Regulations: (a) no Unit shall be structurally modified, altered or changed (either laterally or vertically or any other manner) nor shall any common area or surface be penetrated in any manner; and (b) all maintenance and use by Unit Owners of all Units shall be done so as to preserve the appearance and character of the same, without modifications. Notwithstanding the foregoing, Declarant reserves the right to make changes and alterations to any Units it may own consistent with preserving the architectural and structural integrity of the Building.

8.06 Animals and Pets. (a) No livestock, fowl, poultry or animals may be raised, bred, kept or allowed in any Unit or the Common Elements, except for pets that are expressly allowed under this Section 8.06

(b) Unit Owners residing in the Unit that he/she owns may have the following types and numbers of domesticated animals as pets:

(i) Dogs: no more than two (2) dogs.

(ii) Cats: no more than two (2) domestic house cats.

(iii) Fish and other aquarium species: one (1) aquarium of not more than fifty-five (55) gallon capacity.

(c) No other animals or pets are permitted. The Association has the sole discretion to restrict certain breeds of dogs and/or cats from being kept in the Condominium. Such restrictions may be established under the Regulations.

(d) Residents occupying a Unit under a lease or rental agreement (i.e., tenants) are not permitted to keep animals or pets of any kind.

(e) Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age.

(f) Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered in Common Elements. Pets must not be left unattended in the hallways, lobby area, or any other part of the Condominium. Pets in transit are to be carried, restrained by a leash no longer than five feet in length, or placed in an animal carrier.

(g) Persons who exercise and walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet

droppings in the following designated areas: (I) proper receptacles or (II) if securely double-bagged, in trash receptacles specifically designated by the Executive Board.

(h) Unit Owners are responsible for any damage caused by their pets or those of their tenants or guests. Any damage caused by the use of cleaning chemicals by pet owners or caregivers in an attempt to remedy such damage is also the full responsibility of the Unit Owner.

(i) No pet shall be allowed to become a nuisance or to create any unreasonable noise, odor or other disturbance. Examples of pet behavior that constitutes a nuisance for the purposes of this Section are as follows:

(i) Unruly, aggressive or dangerous behavior that causes personal injury or property damage or places persons in reasonable apprehension of injury.

(ii) Barking, whining, scratching or other noise that can be heard from within any Unit or within any part of the Retail Unit(s).

(iii) The presence of pets in Common Elements that are not under the complete physical control of a responsible person and on a hand-held leash not more than five feet in length or in a pet carrier.

(iv) Defecation or urination upon or that otherwise spoils the floors or walls of a Common Element, another Unit, or the Retail Unit(s).

(v) Pet odors that can be detected in Common Elements or in another Unit.

(vi) Conspicuous uncleanliness or infestation with parasites.

(j) Unit Owners are responsible for the cost of all damage to Common Elements, to other Units, or the Retail Unit(s), caused by their pets and those of their tenants and guests, including damage to carpeting in hallways, elevators or foyers, and to all trees and shrubbery or other landscaping, and the Executive Board shall collect the costs for cleaning or replacement as a Special Assessment to the responsible Unit Owner.

(k) Notwithstanding any other provision herein, blind or visually impaired residents of a Unit may keep a certified, trained guide dog in his/her Unit.

(l) Unit Owners are responsible for enforcing the prohibition against their tenants and guests keeping any pets of any kind in a Unit or in the Common Elements.



(m) Unit Owners shall be responsible for and shall indemnify the Association, the other Unit Owners, the Retail Unit Owner(s) and the Declarant and hold them each harmless against loss or liability of any kind caused by their pets or arising out of the presence of their pets in or about the Condominium.

(n) The Executive Board shall establish procedures for the enforcement of the animal and pet provisions set forth above consistent with this Declaration and the Act. If the Retail Unit Owner(s) brings a complaint of a violation of these animal and pet provisions to the attention of the Executive Board, and in the Retail Unit Owner's sole discretion determines that the Executive Board has failed to enforce these pet provisions, then the Retail Unit Owner(s) may in writing direct the Board to take appropriate enforcement action, which may include requiring permanent removal of the offending pet, and the Retail Unit Owner(s) may seek any legal remedy in a court of competent jurisdiction, including but not limited to injunctive relief, and to recover from the responsible Unit Owner attorneys' fees and costs in obtaining such remedy.

8.07 Personal Property on Common Elements. No benches, chairs, or other personal property shall be placed or left on any part of the Common Elements without the prior consent of the Executive Board provided, however, that this limitation shall not apply to any Limited Common Element areas allocated to the Retail Unit(s) as shown on the Plats and Plans.

8.08 Electric Service; HVAC Systems. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the reasonable judgment of the Executive Board, an unreasonable disturbance to others (provided that the operation of the Retail Unit(s) as contemplated by this Declaration shall not be deemed to cause an unreasonable disturbance to others), nor shall any Unit Owner connect any machine, appliance, accessory, or equipment to the heating system or plumbing system in a manner not contemplated by the original construction and fit-up of the Units without the prior written consent of the Executive Board. Installation, removal, reconstruction, or repair of any electrical lighting and power circuits, or electrical outlet box, or terminal device included in such outlet box, or any item of heating, air conditioning or heat pump equipment, any of which is located within the boundaries of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written consent has been received from the Executive Board, which consent shall not be unreasonably withheld, conditioned or delayed and which consent shall not be necessary in case such installation, removal, reconstruction or repair is necessitated by a failure or other malfunction that prevents the Unit from being operated in the manner contemplated by this Declaration or results in an unsafe condition. Such consent shall be granted only if the work performed shall be of similar or superior quality to that present throughout the Building and shall be performed by qualified personnel. The cost of installation, removal, reconstruction or repair whether undertaken by a Unit

Owner, or by the Executive Board, (under the same procedures utilized for Common Elements), shall be borne by the Unit Owner of the Unit benefited thereby.

8.09 Regulations. Reasonable Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Regulations. No Regulation shall be adopted by the Executive Board except by resolution of the Executive Board made at a meeting open to all Unit Owners following written notice to all Unit Owners, which notice shall have set forth the substance of the Regulation(s) proposed for adoption. Copies of the then current Regulations shall be furnished to all Unit Owners by the Executive Board promptly after adoption of such Regulations or any amendments thereto. Any such Regulations shall, however, be subject to and not in conflict with the provisions and limitations of Section 8.02 hereof.

8.10 Improvements on Common Elements. Except as otherwise provided herein, no Unit Owner shall construct or cause to be constructed any improvements on or to any of the Common Elements, or alter or cause to be altered any Common Element, without the prior approval of the Executive Board, which approval may be granted or withheld by the Executive Board in its sole and absolute discretion, or approved subject to such conditions as the Executive Board may impose.

8.11 Building Roof. No Unit Owner may enter upon the roof areas of the Building or place or store anything on or about said roofs, except (i) for installation, maintenance, repair, upgrade and replacement of heating, ventilation and air conditioning systems and such other equipment and mechanical systems located on the roof serving the Retail Unit(s) and/or the residential dwelling Units, as shown on the Plats and Plans, subject to such reasonable rules and regulations regarding size, height, placement and visibility thereof as adopted by the Executive Board, or (ii) for maintenance in accordance with Regulations adopted by the Executive Board.

8.12 Mechanical Systems. The Unit Owners shall be responsible for the maintenance, repair, upkeep and replacement of the HVAC Systems and other mechanical units and related components that exclusively serve their Units. Because improper maintenance of or repairs to such equipment may adversely affect common components of the HVAC Systems and other mechanical system serving the Building, maintenance and repair of such systems and components shall be done only by a contractor or company approved by the Executive Board, and the Executive Board shall have the authority by Regulation or otherwise to publish from time to time a list of companies and contractors approved to perform such maintenance or repairs. The Executive Board's approval of a company or contractor shall not create any liability on the part of the Executive Board of the Association for any defect or deficiency in the services performed by any such company or contractor. The Executive Board shall ensure that all HVAC Systems and the external mechanical equipment for the HVAC Systems meet the maximum allowable noise requirements for the zoning district. The

Executive Board shall submit documentation of the decibel output to confirm compliance of the HVAC Systems in respect of the rated noise levels and cumulative noise levels to the City of Portland's Zoning Administrator.

8.13 Noise. (a) Because the Units share common walls with other residential Units, and because the Retail Unit(s) is located on the first floor of the Building, the control of noise and vibration is critical to the harmonious use and enjoyment of the Condominium. Any noise or vibration from a Unit that can be detected by human hearing within another Unit or within the Retail Unit(s) shall be deemed to be a "Noise Violation," and it shall be the responsibility of the Unit Owner causing the Noise Violation to promptly abate the Noise Violation.

(b) Televisions, audio equipment and the like should be set to a minimum level that will not disturb others between the hours of 10:00 p.m. and 8:00 a.m. Persons with hearing difficulty should utilize headphones or other hearing aids if necessary to avoid unreasonable sound levels from audio sources.

(c) The construction methods and materials of walls, floors, flooring, doors, etc. and the makes and models of appliances and fixtures have been selected to minimize noise and vibration transmission, in accordance with all applicable codes, between Units and to the Retail Unit(s). No alterations or modifications shall be made to the Units or the Common Elements that would increase the noise or vibration transmission or reduce the effectiveness of noise or vibration mitigation measures.

8.14 Architectural Controls. (a) After the completion of construction by the Declarant, and except as otherwise provided herein, no modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the Common Elements, including without limitation, the Limited Common Elements, without the prior written approval of the Executive Board.

(b) Such modification, decoration, change or other improvement shall not be considered for approval until a written request for approval accompanied by plans and specifications showing the nature, kind, materials and location of the proposed improvement shall have been submitted to the Executive Board in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding area, structures and topography of the complex.

(c) The Executive Board shall approve or disapprove such request within ninety (90) days of receipt by the persons designated by the Association to receive such requests, or in the event of no designation, the President of the Association. If the Executive Board has not called a special meeting as provided in paragraph (d) of this Section 8.14, or if the Executive Board fails to approve or disapprove said request in writing within ninety (90) days after said plans and specifications have been received by the designated representative of the Association,

approval will be automatically deemed given and this Article shall be deemed to have been fully complied with. The managing agent, if any, may convene a quorum of the Executive Board via telephone conference to approve or disapprove the request within the ninety (90) day period referenced above, and shall deliver the Executive Board's decision to the Unit owner, which will have the same force and effect as if delivered by the Executive Board.

(d) The Executive Board reserves the right to submit any request made pursuant to this Article to the members of the Association at a special meeting called pursuant to the Bylaws. Such meeting shall be called within ninety (90) days from receiving the request in accordance with this Section 8.14 and the request shall be considered denied until a vote of the membership has been completed at such meeting, which vote shall be final.

(e) Notice of default in compliance with this Section 8.14 can be given or legal action to enjoin any modification, decoration, change or improvement can be commenced in accordance with Article XI of this Declaration. Approval will be automatically given and this Article shall be deemed to have been fully complied with if action is not taken by the Association within the applicable time frames set forth in Article XI below.

(f) The Association shall be entitled to enforce this Section 8.14, and the provisions of Article XI of this Declaration shall apply.

8.15 Occupancy Plan. No Unit may be used in fact or in effect as part of, or in furtherance of, an Occupancy Plan (as defined below). For purposes of the foregoing requirement, an "Occupancy Plan" means a plan for the use, occupancy, marketing, advertising or promotion of one or more Units under any timeshare or fractional plan, residence, destination or luxury club, equity or non-equity program, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires the right to use or occupy such Unit(s) or a portfolio of accommodations including such Unit(s). The foregoing prohibitions shall not apply to Units that are owned by, or any Occupancy Plan that is operated by, the Declarant.

8.16 Duration of Restrictions; Breach. Except as may be otherwise provided herein regarding limitations on the duration of restrictions and the Units benefited by any such restrictions, the restrictions relating to the use of the Units set forth in this Section 8 that are imposed by virtue of this Declaration shall be for the benefit of the owners of all the Units, and shall remain in full force and effect until the twentieth (20<sup>th</sup>) anniversary of the date of this Declaration, and thereafter shall be automatically extended for successive periods of twenty (20) years, unless by unanimous vote of the Executive Board and vote of one hundred percent (100%) of the then owners of all the Condominium Units, as aforesaid, it is agreed to terminate said

restrictions, in whole or in part. No Unit Owner shall be liable for any breach of the provisions of this section except as such occur during such Unit Owner's ownership thereof.

## ARTICLE IX - EASEMENTS

9.01 Statutory Easements. Declarant expressly reserves, and the Real Estate and the Condominium are expressly subject to, the easements provided for by Sections 1602-114 (easement for encroachments), 1602-115 (easement for use for sale purposes) and 1602-116 (easement to facilitate completion, conversion and expansion) of the Act, and the express easements set forth herein supplement such statutory easements and are not in lieu thereof.

9.02 Easement to Construct and to Dedicate Improvements. Declarant hereby reserves for itself, its successors and assigns, and the Association, the following easements, rights and privileges:

(a) All easements, whether general or specific, shown on the Plats and Plans, and in the recorded subdivision plan relating to the development of the Real Estate;

(b) An easement for the construction, installation, repair, inspection, alteration and maintenance of surface and subsurface utilities and utility facilities including, without limitation, electrical, telecommunications, cable television, water, sewer and similar facilities to serve the Condominium and all Units the Declarant reserves the right to construct hereunder, provided that such easements shall be located only in the Common Elements and in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(c) The right to grant easements through, over, across and under the Common Elements to public or private entities furnishing electric, telecommunications, cable television, public water, sanitary sewer, storm sewer, natural gas or other utility services, whether such services are being provided to this Condominium or to other property, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(d) The right to dedicate or offer for dedication to the City of Portland or other appropriate municipal or quasi-governmental entity (i) all roads (and related road rights-of-way) constructed within the Condominium pursuant to the Plan, (ii) all drainage easements and other easements necessary or appropriate to provide access to and from any stormwater management facilities or other Common Elements, and (iii) any other facilities, arrangements, agreements or easements in or with regard to the Common Elements required or that may hereafter be required to be dedicated or

offered for dedication to, or for use by, the public, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(e) An easement in favor of the appropriate utility companies for such services as are desirable or necessary to adequately serve the Real Estate and all appurtenances thereto; including (by way of illustration and not limitation) the right to install, lay, maintain, repair, relocate and replace water mains and pipes, steam lines, gas mains and pipes, sewer and drain lines, telephone and other communication wires, cables and equipment, electrical wires and conduits and association equipment, over, under, through, in, along and on the Real Estate (including, without limitation, one or more Units therein, but only in the location existing at the time the Unit is first conveyed to a purchaser other than the Declarant and provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration); and

(f) The right to grant such easements over, under and through the Common Elements (including the Limited Common Elements) as shall be reasonably necessary to facilitate ingress and egress rights between the Condominium and any parking facility that may be located on the adjacent property that is utilized for vehicular parking by any Unit Owners, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration.

9.03 Easement for Proper Maintenance and Operation of the Condominium. The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Declarant, the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements), and in connection therewith, the Declarant and the Association may grant easements, licenses or permits over the Common Elements for utilities, roads or other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium, provided that such easements shall not be located or exercised in a manner that shall interfere with the use of the Units as contemplated by this Declaration.

9.04 Easement for Inspection and Abatement. The Declarant and the Association, and their officers and agents, shall have the right and easement to have access to each Unit at reasonable times and upon reasonable notice in order to inspect, maintain, repair or replace any Common Elements therein or accessible therefrom, or to inspect for or abate any violation of the Condominium Documents. The rights and easements reserved under this Section 9.04 shall be exercised in a manner that shall not interfere with the use of the Units contemplated by this Declaration.

9.05 No Obstruction. No Unit Owner shall conduct any activities on or about his Unit or the Common Elements, or construct or place on his Unit or on any Common Elements any building, structure or obstruction which may interfere with or obstruct the Declarant's, the Association's or any other persons' right of use or enjoyment of the Common Elements or any of the easements affecting the Condominium or any part thereof.

9.06 Easement for Encroachments. If any part of the Common Elements now or hereafter encroaches on any Unit, or if any Unit hereafter encroaches upon any Common Elements (other than as a result of the intentional or negligent act or omission of a Unit Owner other than the Declarant), a valid easement appurtenant for such encroachment shall exist.

9.07 Easements and other Matters of Record. The Condominium is on the date hereof subject to those recorded easements and other matters of record identified on Exhibit "B" attached hereto and made a part hereof, and to those other easements, notes, conditions and restrictions as are set forth herein in Exhibit A attached hereto, on the Plats and Plans, or on the approved and recorded subdivision of the Real Estate. In addition to such recorded easements, Declarant hereby grants to the general public a right of way pedestrian easement (including wheelchairs and similar mobility assistance equipment for the disabled) on, over and across any sidewalks located on the York Street side and High Street side of the Building for the sole purpose of ingress and egress over and across the said sidewalks abutting the said adjacent streets.

9.08 Additional Easements in favor of Units. The following easements are hereby created in favor of the designated Units:

(a) The Retail Unit(s) shall have an easement through the residential dwelling Units at reasonable times following prior notice to the residential dwelling Units Owner and to the Association except in the case of an emergency situation, for the following purposes:

(i) for installing, maintaining, repairing, upgrading and replacing any systems and other facilities such as, by way of example and not by way of limitation, the various HVAC Systems and other ducts and chutes, serving the Retail Unit(s), as applicable, that extend from the Retail Unit(s) into the residential dwelling Units; and

(ii) for access to the roof for the purpose of installing, maintaining, repairing, upgrading and replacing the heating, ventilation and air conditioning systems and such other equipment and mechanical systems located on said roof and serving the Retail Unit(s); and

(b) The residential dwelling Units shall have an easement for access to the street level or below through the Retail Unit(s) at reasonable times following prior notice to the Retail Unit Owner(s) (except in the case of an emergency situation) for the purpose of installing, maintaining, repairing, upgrading and replacing utility lines facility systems, and such other equipment and mechanical systems located on said street level or below and serving the residential dwelling Units; and

(c) Each Unit Owner, and the clients, customers, guests, employees, tenants, subtenants, invitees, agents, contractors and licensees of the Unit Owners shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exits, corridors and other paved Common Elements on the Real Estate as a means of ingress, egress and regress to and from the Condominium and the adjacent parking areas and public streets. The Executive Board shall not and cannot establish any rules and regulations depriving any Owner of reasonable ingress, egress and regress to and from Condominium and the adjoining public streets.

#### ARTICLE X - SPECIAL DECLARANT RIGHTS

10.01 Reservation of Special Declarant Rights. Declarant hereby reserves for itself, and any successor Declarant, the following rights:

(a) While Declarant owns any Units, the right to maintain and relocate, from time to time, one (1) or more (but not more than two (2) at any one time) construction, management, and/or sales offices (without limitation as to size or location, so long as such is not located in or within a Unit no longer owned by Declarant);

(b) The right to maintain signs on Units owned by the Declarant and on the Common Elements advertising Units owned by the Declarant for sale or lease, and such other signs, including directional signs, as the Declarant may desire to place on its Units or on the Common Elements in connection with the marketing and/or sale of Units and the construction of Units and other Improvements on the Condominium, or to provide traffic direction or to announce the name of the Condominium, or for such other purposes as Declarant may determine;

(c) The right to complete all Common Elements and Units planned or contemplated for construction within the Condominium;

(d) The right to relocate boundaries between Units owned by the Declarant, and the right to relocate the boundaries between Units and Common Elements, together with the right to prepare, execute and record such amendments to this Declaration and the Plats and Plans as may be necessary to show the altered boundaries, to the fullest extent permitted by the Act;



(e) The right to appoint, remove and replace officers and Directors of the Association during the Declarant Control Period, to the fullest extent permitted hereunder and by the Act;

(f) All restrictions and easements described in Article VII and Article VIII of this Declaration, to the extent such restrictions and easements are stated to be for the benefit of the Declarant;

(g) All other reserved rights of Declarant contained in this Declaration or any of the other Condominium Documents; and

(h) The right to transfer, in the manner set forth in the Act, any or all of the Special Declarant Rights reserved unto the Declarant herein.

The time limit for Declarant's exercise of any of the foregoing Special Declarant Rights shall terminate upon the earlier of ten (10) years from the recordation of this Declaration of such time as the Declarant no longer owns a Unit.

10.02 Models; Sales Offices, Etc. While Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices and to maintain on or about the Common Elements such construction offices, construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Condominium and the construction of Units and Common Elements.

10.03 Anti-Speculation / Right of First Refusal. In the event that any Unit owner intends to sell his or her residential dwelling Unit prior to the earlier to occur of: (i) Declarant selling all of the residential dwelling Units initially owned by the Declarant or (ii) December 31, 2018, the Buyer shall offer to sell to the Declarant, and the Declarant shall have the right to purchase, the Unit at the same price at which the said Unit owner purchased the Unit from the Declarant, in the same condition in which the Unit was purchased, including all fixtures and options therein. The Declarant shall have thirty (30) days to accept such offer with closing to occur thirty (30) days after the Declarant's acceptance of such offer. If the Declarant declines to accept such offer or issues a waiver of the Declarant's right of first refusal in the instance of the proposed sale, the Unit owner shall not have the right to sell the Unit at a price lower than the price originally offered to the Declarant for a period of ninety (90) days thereafter without reoffering to the Declarant at the reduced price with the same procedure as set forth above. Time is of the essence and a material provision of this right of first refusal. Nothing in the Section 10.03 shall impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default, which deed identifies the circumstances classifying it as such a deed, or to dispose of, advertise, sell or lease a Unit acquired under the procedures set forth in this sentence, and any such foreclosure or deed shall convey title free and clear of any such

right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

10.04 Execution of Supplemental Declarations. The Declarant shall have the right, without the consent, approval or joinder of the Association or the other Unit Owners, to make, execute and record supplemental declarations, and make such amendments to the Plats and Plans, as may be necessary in order to exercise any of the Special Declarant Rights reserved to the Declarant herein, to the fullest extent permitted by the Act.

## ARTICLE XI - COMPLIANCE AND ENFORCEMENT

11.01 Compliance and Breach. The Board shall have the authority to exercise any and all remedies provided in this Declaration, or as otherwise may be provided by law, to enforce compliance with or remedy any violation of this Declaration, including the right to bring a suit at law or in equity to compel compliance with this Declaration, to restrain or abate any violation of this Declaration, or to recover damages for such violation. The Association shall be entitled to recover the reasonable costs of enforcement, including attorney's fees, from any Unit Owner or other person violating this Declaration or the Regulations. For purposes hereof, violation of any Regulations or Bylaws adopted by the Association shall be considered a violation of this Declaration.

### 11.02 Enforcement by Unit Owners; Procedures.

(a) The Association shall have the right and authority to enforce all provisions of this Declaration, including without limitation the covenants in this Declaration relating to the payment of Assessments by Unit Owners.

(b) If the Board (or a committee thereof, as the case may be), approves the construction, alteration or modification of any structure or improvement hereunder, such decision shall be final, binding and conclusive on all Unit Owners, and no Unit Owner shall have the right to bring any action at law or in equity to contest such approval or to compel the removal, modification or alteration of any structure or improvement built, made or altered in accordance with the terms of such approval.

(c) No Unit Owner shall have the right to bring any action at law or in equity to enforce any of the other terms, covenants, restrictions or provisions of this Declaration, or of the Bylaws or the Regulations, unless such Unit Owner shall have first complied with the procedures in Section 11.03 hereof, provided that this provision shall not preclude a Unit Owner from commencing an action if necessary in order to toll any statute of limitations pending compliance with the procedures set forth in Section 11.03 hereof.

### 11.03 Grievance Procedure.

(a) If any Unit Owner alleges that one or more other Unit Owners or occupants of any Unit have violated or are violating the Condominium Documents (other than the use restrictions set forth in Section 8.01), before commencing any action relating thereto such Unit Owner shall first give written notice thereof to the Board and the affected Unit Owner(s) specifying with reasonable particularity the name and address of the alleged violator and the nature of the activities constituting a violation of the Condominium Documents. Notwithstanding the preceding, nothing herein shall be deemed to (i) preclude a Unit Owner from commencing an action prior to compliance with the grievance procedures set forth herein if reasonably necessary in order to toll any applicable statute of limitations, provided that the Unit Owner bringing such action promptly thereafter complies with the procedures set forth herein or (ii) preclude a Unit Owner from commencing an action without compliance with the grievance procedures set forth herein if such action relates to or arising out of an alleged violation of the use restrictions set forth in Section 8.01.

(b) Within forty-five (45) days after the receipt of such notice, the Board, or a Committee of the Board, shall hold a hearing with respect to such complaint. Notice of the time, date and place of such hearing shall be given to the complainant and the person or persons against whom such complaint is made. Within fifteen (15) days after the date of such hearing, the Board or a Committee thereof, as the case may be, shall render a decision as to whether or not the actions complained of constituted a violation of the Condominium Documents and, if a violation has been determined to exist, a determination of what, if any, relief or remedies the Board deems appropriate under the circumstances. The Board shall have the authority from time to time to promulgate Regulations relating to the procedure to be followed in cases where a Unit Owner complains of the acts or omissions of other Unit Owners or occupants, and to govern procedures that shall apply at any hearing or hearings. If deemed necessary by the Board, any hearing with respect to an alleged violation of the Condominium Documents may be continued from time to time until the Executive Board has obtained all information and/or testimony necessary in order to render its decision.

(c) In all hearings before the Board or any Committee thereof, all parties are entitled to be represented by legal counsel of their choice. The Board or an applicable committee of the Board shall determine all matters of procedure with respect to hearings before the Board under this Section 11.03, and shall not be bound by the formal rules of evidence.

(d) In connection with any claim at law or in equity by one or more Unit Owners against one or more other Unit Owner(s) or occupants of any Unit alleging any violation hereof, the Association, to the extent not otherwise prohibited by law, shall have right to intervene in such proceedings if deemed to be in the best interests of the Association, including without limitation any proceeding calling into

question the validity, enforceability or interpretation of any covenants, restrictions or provisions of the Condominium Documents.

11.04 Remedies Cumulative; No Waiver. All rights and remedies provided for herein, or as otherwise may be available at law or in equity, shall be cumulative and may be pursued individually, together, at one time or from time to time, as the Board of the Association deems appropriate in its sole discretion. No delay or forbearance in the enforcement of any provisions of this Declaration shall be construed as or constitute a waiver of the right to do so. Neither the Association nor any Unit Owner shall be deemed to have waived any right of enforcement or any breach or default of the provisions of this Declaration on the part of any Unit Owner or occupant unless such waiver shall be in writing, and then only to the extent expressly set forth in such writing.

11.05 Costs and Attorney's Fees. In any action at law or in equity by the Association to enforce the Condominium Documents, the Association shall have the right to recover all costs and expenses and including reasonable attorney's fees (before trial, at trial and on appeal) incurred by it in enforcing or attempting to enforce the Condominium Documents, and such amounts may be assessed against the Unit Owner and shall constitute a lien on his Unit as provided herein.

11.06 Alternative Dispute Resolution - Mediation and Binding Arbitration. In recognition of the high cost and delays of litigation in state and federal courts, all Parties (as hereinafter defined) to a Covered Claim (as hereinafter defined) shall be obligated to comply with the following procedures:

(a) Mediation. Upon notice given by any Party (whether before or after any arbitration or other legal proceedings are commenced), all Covered Parties shall submit to non-binding mediation before a single mediator selected pursuant to the applicable mediation rules of the American Arbitration Association ("AAA"), or such other rules or procedures as the parties may mutually agree. The mediation shall be held in Portland, Maine, at a neutral location approved by the Parties or, if they are unable to agree within a reasonable time, as selected by the mediator. In such mediation, the Parties shall endeavor in good faith to mediate and settle such Covered Claim. The expenses of the mediation, including the fees of the mediator and the costs (if any) of the facility at which the mediation is held, shall be borne equally by the Parties. Each Party shall bear its own costs and attorney's fees incurred in attending and participating in the mediation.

(b) Arbitration. If the Parties are unable to resolve and settle all Covered Claims through mediation as provided above, then such Covered Claim shall be submitted to binding arbitration in accordance with the rules of AAA, before a single arbitrator, selected and appointed in accordance with the rules of AAA, or such other rules or procedures as the parties may mutually agree. The decision of the arbitrator shall be binding, final and conclusive, shall be unappealable (except as permitted by

law) and may be entered as a final judgment in any court of competent jurisdiction, and shall be enforceable as such. All expenses of the arbitration, including the fees of the arbitrators, shall be borne equally by the Parties unless the arbitrator's award or impose such costs in some other manner by unanimous agreement. The obligation to arbitrate Covered Claims shall be an absolute bar to the bringing of any action, suit or other proceeding in any state or federal court otherwise having jurisdiction thereof.

(c) Covered Claims. Claims subject to mediation and binding arbitration pursuant to this Declaration ("Covered Claims") shall include all claims, actions, causes of action, suits, counterclaims and disputes to which two (2) or more Parties are parties (whether or not persons or entities other than Parties are also parties), whether arising in contract, in tort (except for such tort claims as are covered by insurance), by statute or otherwise, and that arise directly or indirectly out of the following (unless the same constitute Excluded Claims):

(i) Any claim against the Declarant or any Affiliate of the Declarant by the Association (or any member thereof), by any one or more Unit Owners on behalf of themselves or on behalf of or in the right of the Association, the Executive Board (or any member thereof) and/or any other person claiming by, through or under the Association or any Unit Owner, arising directly or indirectly out of (A) any defect or alleged defect in the Units and/or Common Elements, (B) any breach or alleged breach of any statutory, express or implied warranty relating to the Common Elements, Units and/or the Condominium generally, (C) any violation or alleged violation of law (including without limitation the Act) on the part of the Declarant, or any Affiliate of the Declarant, in any way related to or arising out of the creation, organization, development, construction and sale of the Condominium and/or the organization, operation or finances of the Association, or (D) any alleged breach by the Declarant of any of its obligations under this Declaration or the other Condominium Documents;

(ii) Any claim, directly or indirectly, arising out of any act or omission or alleged act or omission on the part of the Executive Board (or any member thereof) any committee of the Executive Board (or any member thereof), or any officer of the Association, including any claim arising out of any alleged violation of this Declaration or breach of duty, but excluding any claim for unemployment compensation, workers' compensation, employment benefits or other statutory benefits of any kind;

(iii) Any claim for indemnity and/or advancement of expenses by a current or former member of the Executive Board, current or former officer of the Association or other person claiming such entitlement pursuant to the terms of this Declaration, the Act or other applicable law, as a result of any action, suit or proceeding to which he is a party or threatened to be made a party, by reason of having acted or served as a member of the Executive Board, officer or agent of the Association, or in any other capacity, and any claim by a Unit Owner against the Association or the Executive Board (or any present or former member thereof), in either

case arising out of or in any way related to the Condominium Documents or the Condominium; and

(iv) Except as provided below, any claim by the Association or the Executive Board against a Unit Owner, or a resident or tenant of a Unit, and any claim by one or more Unit Owners, tenants or residents of the Condominium against the Association, the Executive Board (or any member thereof), or any officer or agent of the Association, arising out of any violation or alleged violation of the Act or the Condominium Documents, or any other matter related to the operation, management, maintenance, repair or replacement of the Association, Condominium, the Units or the Common Elements.

(d) Excluded Claims. Notwithstanding the preceding, the following claims, actions, disputes, suits and proceedings ("Excluded Claims") shall not be subject to mandatory mediation and binding arbitration:

(i) Unless the Executive Board so elects, in its sole and exclusive discretion, any suit or action by or on behalf of the Association or the Executive Board to collect Common Expense Assessments from a Unit Owner (including but not limited to, the Declarant), and/or interest, late charges, costs of collection and attorney's fees associated therewith, and any proceedings to foreclose or realize on the Association's lien for such Assessments;

(ii) Any equitable claim by the Association against a Unit Owner or any tenant or resident of the Condominium to restrain or abate a violation or continued violation of the Condominium Documents, to compel compliance with the Condominium Documents, or to abate any nuisance allegedly committed by such person, and to collect costs of suit and reasonable attorney's fees in connection therewith; provided that any claim for monetary damages arising out of such matter shall be subject to mediation and binding arbitration as a Covered Claim;

(iii) Any claim against the Association or the Executive Board, or any member or former member thereof, to the extent that the terms of any insurance policy maintained by the Association or the Executive Board that would otherwise cover all or a part of any liability on such claim would or may, in the judgment of the Executive Board, cause such coverage to be unavailable or limited by reason of the fact that such claim were required to be submitted to mediation or arbitration as provided hereby;

(iv) Any dispute or claim between the Declarant (and/or an Affiliate of the Declarant) and a person who has signed a contract to purchase a Unit or who has purchased a Unit from the Declarant to the extent that the written agreement between the Declarant and such purchaser expressly makes such dispute or claim subject to a different means of dispute resolution and such alternative means of dispute resolution applies to the dispute or claim; and

(v) Any claims between Unit Owners, or claims between a Unit Owner and his or her tenant, other than claims arising out of an alleged violation of the Condominium Documents, unless the Association, the Executive Board (or any committee or member or former member thereof) and/or a present or former officer or agent of the Association or Executive Board is or are named or added as parties to such claim, suit or proceeding.

(e) Party(ies). A Party means, as the case may be, the Association, the Declarant, any Affiliate of the Declarant, any Unit Owner, any resident or tenant of the Condominium, the Executive Board (and each individual former and present member thereof), any committee of the Executive Board (and each individual former and present member thereof), and any Eligible Mortgage Holder.

(f) Affiliate. With respect to the Declarant, (i) any general partner or limited partner thereof, and their respective officers, directors, agents, managers, partners, members and shareholders, (ii) any company or entity directly or indirectly controlled by or under common control with, the Declarant or any person described in clause (i), and , (iii) any company or entity of which the Declarant, or any person described in clauses (i) and/or (ii), alone or in combination with one or more other such persons, owns a controlling interest.

## ARTICLE XII - MISCELLANEOUS

12.01 Assignment of Declarant's Rights and Obligations. The Declarant or any successor Declarant shall have the right, in its sole discretion, to assign its rights, privileges and obligations hereunder to a successor by a written instrument executed by the Declarant and such successor, in compliance with the Act.

12.02 Amendment - Generally. Subject to the other provisions of this Declaration and the Act, this Declaration may be amended in the following manner:

(a) Any amendment to this Declaration may be proposed by the Declarant, the Board or by Unit Owners entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes which all Unit Owners are entitled to cast. The manner of proposing any amendments to this Declaration and giving notice to Unit Owners shall be as set forth in the Bylaws.

(b) Except as otherwise provided herein or in the Act, the Declaration may be amended only with the affirmative vote or agreement of Unit Owners entitled to cast at least two-thirds ( $\frac{2}{3}$ ) of the votes that all Unit Owners are entitled to cast.

(c) No amendment to this Declaration shall make any change that would in any way alter, modify or affect any of the rights, easements or privileges of

the Declarant, including Special Declarant Rights, without the consent of the Declarant, and no amendment that affects the particularized rights that are unique to a particular Unit shall be effective without the prior written consent of the Unit Owner of such Unit, regardless of whether such Unit Owner is in good standing.

(d) Each amendment to the Declaration shall be recorded and is effective upon recording.

(e) No Person may bring any action challenging any amendment to this Declaration more than one (1) year after the amendment is recorded.

(f) Notwithstanding Sections 12.02(a) or 12.02(b) to the contrary, no proposed amendment to this Declaration purporting to change, but only as it affects the Retail Unit(s), Sections 4.03; 5.03; 5.04; 8.01(a); 8.03(a)(ii); 9.08; or this 12.02(f) will be effective without the affirmative vote or agreement of Unit Owners entitled to cast at least ninety-five percent (95%) of the votes that all Unit Owners are entitled to cast.

12.03 Amendments by Declarant or Association. The Declarant or the Association, as the case may be, may amend this Declaration without the approval of the Unit Owners, and make any corresponding amendment or correction to the Plats and Plans, for any reason for which such amendments are permitted without approval of the Unit Owners by the Act including, without limitation, any Supplemental Declarations that may be prepared and recorded by the Declarant in connection with the exercise of any Special Declarant Rights hereunder.

12.04 Corrective Amendments. If any amendment to the Declaration is necessary in the judgment of the Association to cure any ambiguity, or to correct or supplement any provision of this Declaration that is defective, missing or inconsistent with any other provision of this Declaration or with the Act, then the Association may, from time to time, effect appropriate corrective amendments without the approval of the Unit Owners provided that the Association receives an opinion from independent legal counsel to the Association to the effect that such proposed amendment is permitted by the terms of this Section.

12.05 Unit Owner Consent Required on Certain Matters. Notwithstanding anything to the contrary contained in this Declaration or in the Bylaws, no actions or decisions of the other Unit Owners acting in concert and/or actions or decisions of the Executive Board relating to the operation or management of the Condominium or any other aspects of the Condominium, and no amendments to this Declaration or to the Bylaws, that a commercially reasonable operator of a similar business establishment would determine would adversely affect or impair the operation of the Retail Unit(s) for the purposes contemplated by the Condominium Documents shall be effective without the express written consent of the Retail Unit Owner affected.



12.06 Severability. If any provisions of this Declaration are determined by a court to be invalid or unenforceable, such invalid or unenforceable provisions of this Declaration shall be deemed stricken therefrom and shall not affect the validity or enforceability of any other provisions of this Declaration. In the event that any provisions of this Declaration are unenforceable or invalid as written, but may be reformed so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant as specified herein, it is the intent of the Declarant that any court interpreting such provisions shall to the extent permitted by law, reform the same so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant expressed therein.

12.07 Governing Law; Incorporation of Condominium Act. This Declaration shall be governed and construed in accordance with laws of the State of Maine. All applicable provisions of the Act not already expressed herein are deemed incorporated herein by this reference.

12.08 Covenants, Restrictions and Easements Running with the Land. This Declaration, and all covenants, restrictions and easements set forth herein, shall constitute covenants, restrictions and easements running with the Real Estate, in perpetuity (except as otherwise provided herein), whether or not any deed conveying a Unit shall expressly refer to this Declaration, and all such covenants, restrictions and easements, shall, except as otherwise expressly provided herein, be binding and benefit the Declarant, all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

**(Signatures on next page)**

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

WITNESS:

\_\_\_\_\_

DECLARANT:

101 YORK STREET, LLC

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND

\_\_\_\_\_, 2017

Then personally appeared before me the above-named Vincent P. Veroneau, Manager of 101 York Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of 101 York Street, LLC.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

A certain parcel of land situated on the northeasterly side of High Street and on the westerly side of York Street in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of High Street and the westerly sideline of York Street as shown on a plat entitled [INSERT PROPERTY DESCRIPTION]..... .

EXHIBIT "B"

LIST OF TITLE EXCEPTIONS

1. [TBD from Plat, Plans, Title and the Deed conveying the parking garage property to J.B .Brown & Sons]

## EXHIBIT "C"

### PLATS AND PLANS

See "Condominium Plat of the York & High Condominium" prepared by Opechee Construction Company, dated \_\_\_\_\_, 2017, as revised through \_\_\_\_\_, 2017, consisting of Sheet 1 of 1, and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_\_, and the Condominium Plan of the York & High Condominium" prepared by Opechee Construction Company, dated \_\_\_\_\_, 2017, consisting of Sheet 1 of \_ through Sheet \_\_ of \_\_, and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Pages \_\_\_\_ through \_\_\_\_, inclusive.

Reduced copies of the aforesaid Condominium Plat and the Condominium Plans are attached to this Exhibit C.

EXHIBIT "D"  
(Applicable to all Units)

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,  
COMMON EXPENSE LIABILITY AND VOTES

<b>Unit Number</b>	<b>Square Footage</b>	<b>Percentage Interest</b>	<b>Common Expense Liability</b>	<b>Allocated Votes</b>
Retail Unit	16000	18.48%	18.48%	184
Unit 201	1286	1.49%	1.49%	15
Unit 202	767	0.89%	0.89%	9
Unit 203	1216	1.40%	1.40%	14
Unit 204	967	1.12%	1.12%	11
Unit 206	772	0.89%	0.89%	9
Unit 207	756	0.87%	0.87%	9
Unit 208	1164	1.34%	1.34%	14
Unit 209	1164	1.34%	1.34%	14
Unit 210	1187	1.37%	1.37%	14
Unit 211	1185	1.37%	1.37%	14
Unit 212	1185	1.37%	1.37%	14
Unit 213	1185	1.37%	1.37%	14
Unit 214	1185	1.37%	1.37%	14
Unit 215	1511	1.75%	1.75%	18
Unit 216	1190	1.37%	1.37%	14
Unit 301	1286	1.49%	1.49%	15
Unit 302	767	0.89%	0.89%	9
Unit 303	1216	1.40%	1.40%	14
Unit 304	967	1.12%	1.12%	11
Unit 305	1240	1.43%	1.43%	14
Unit 306	772	0.89%	0.89%	9
Unit 307	756	0.87%	0.87%	9
Unit 308	1164	1.34%	1.34%	14
Unit 309	1164	1.34%	1.34%	14
Unit 310	1187	1.37%	1.37%	14
Unit 311	1185	1.37%	1.37%	14
Unit 312	1185	1.37%	1.37%	14
Unit 313	1185	1.37%	1.37%	14
Unit 314	1185	1.37%	1.37%	14
Unit 315	1511	1.75%	1.75%	18
Unit 316	1190	1.37%	1.37%	14
Unit 401	1286	1.49%	1.49%	14
Unit 402	767	0.89%	0.89%	9
Unit 403	1216	1.40%	1.40%	14

Unit 404	967	1.12%	1.12%	11
Unit 405	1240	1.43%	1.43%	14
Unit 406	772	0.89%	0.89%	9
Unit 407	756	0.87%	0.87%	9
Unit 408	1164	1.34%	1.34%	14
Unit 409	1164	1.34%	1.34%	14
Unit 410	1187	1.37%	1.37%	14
Unit 411	1185	1.37%	1.37%	14
Unit 412	1185	1.37%	1.37%	14
Unit 413	1185	1.37%	1.37%	14
Unit 415	1185	1.37%	1.37%	14
Unit 416	1511	1.75%	1.75%	18
Unit 501	1286	1.49%	1.49%	15
Unit 502	767	0.89%	0.89%	9
Unit 503	1216	1.40%	1.40%	14
Unit 504	967	1.12%	1.12%	11
Unit 505	1240	1.43%	1.43%	14
Unit 506	772	0.89%	0.89%	9
Unit 507	756	0.87%	0.87%	9
Unit 508	1164	1.34%	1.34%	14
Unit 509	1164	1.34%	1.34%	14
Unit 510	1187	1.37%	1.37%	14
Unit 511	1185	1.37%	1.37%	14
Unit 512	1185	1.37%	1.37%	14
Unit 513	1185	1.37%	1.37%	14
Unit 514	1185	1.37%	1.37%	14
Unit 515	1511	1.75%	1.75%	18
Unit 516	1190	1.37%	1.37%	15
<b>Total</b>	<b>86,600</b>	<b>100.0%</b>	<b>100.0%</b>	<b>1,000</b>

The Percentage Interest and Common Expense Liability appurtenant to each respective Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective Unit by the aggregate "sizes" of all the Units in the Condominium (86,600 square feet). The "size" of each Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of Units of the same type may vary from Unit to Unit, but the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each respective Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Unit by the aggregate "sizes" of all the Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.

EXHIBIT "D-1"  
(Applicable Only to Retail Unit(s))

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,  
FOR RETAIL UNIT COMMON EXPENSE LIABILITY AND VOTES<sup>1</sup>

<b>Unit Number</b>	<b>Square Footage</b>	<b>Percentage Interest</b>	<b>Common Expense Liability</b>	<b>Allocated Votes Solely For Retail Unit Common Expenses</b>
Retail Unit	16000	100.0%	100.0%	1,000
<b>Total</b>	<b>16000</b>	<b>100.0%</b>	<b>100.0%</b>	<b>1,000</b>

The Percentage Interest and Common Expense Liability appurtenant to each Retail Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective Retail Unit by the aggregate "sizes" of all the Retail Units in the Condominium (16,000 square feet). The "size" of each Retail Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of Retail Units of the same type may vary from Unit to Unit, but the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each respective Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Retail Unit(s) by the aggregate "sizes" of all the Retail Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.

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<sup>1</sup> The use of Exhibit D-1 is solely for the determination allocated votes for the approval of the "D-1 Budget" and the common expense liability and allocated votes for decisions relating to the D-1 Budget items and the payment therefor.



EXHIBIT "D-2"  
(Applicable Only to Residential Dwelling Units)

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,  
FOR RESIDENTIAL UNIT COMMON EXPENSE LIABILITY AND VOTES <sup>2</sup>

<b>Unit Number</b>	<b>Square Footage</b>	<b>Percentage Interest</b>	<b>Common Expense Liability Solely For Residential Units Common Expenses</b>	<b>Allocated Votes Solely For Residential Units Common Expenses</b>
Unit 201	1286	1.82%	1.82%	18.2
Unit 202	767	1.09%	1.09%	10.9
Unit 203	1216	1.72%	1.72%	17.2
Unit 204	967	1.37%	1.37%	13.7
Unit 206	772	1.09%	1.09%	10.9
Unit 207	756	1.07%	1.07%	10.7
Unit 208	1164	1.65%	1.65%	16.5
Unit 209	1164	1.65%	1.65%	16.5
Unit 210	1187	1.68%	1.68%	16.8
Unit 211	1185	1.68%	1.68%	16.8
Unit 212	1185	1.68%	1.68%	16.8
Unit 213	1185	1.68%	1.68%	16.8
Unit 214	1185	1.68%	1.68%	16.8
Unit 215	1511	2.14%	2.14%	21.4
Unit 216	1190	1.68%	1.68%	16.8
Unit 301	1286	1.82%	1.82%	18.2
Unit 302	767	1.09%	1.09%	10.9
Unit 303	1216	1.72%	1.72%	17.2
Unit 304	967	1.37%	1.37%	13.7
Unit 305	1240	1.76%	1.76%	17.6
Unit 306	772	1.09%	1.09%	10.9
Unit 307	756	1.07%	1.07%	10.9
Unit 308	1164	1.65%	1.65%	16.5
Unit 309	1164	1.65%	1.65%	16.5
Unit 310	1187	1.68%	1.68%	16.8
Unit 311	1185	1.68%	1.68%	16.8
Unit 312	1185	1.68%	1.68%	16.8

<sup>2</sup> The use of Exhibit D-2 is solely for the determination allocated votes for the approval of the "D-2 Budget" and the common expense liability and allocated votes for decisions relating to the D-2 Budget items and the payment therefor.

Unit 313	1185	1.68%	1.68%	16.8
Unit 314	1185	1.68%	1.68%	16.8
Unit 315	1511	2.14%	2.14%	21.4
Unit 316	1190	1.68%	1.68%	16.8
Unit 401	1286	1.82%	1.82%	18.2
Unit 402	767	1.09%	1.09%	10.9
Unit 403	1216	1.72%	1.72%	17.2
Unit 404	967	1.37%	1.37%	13.7
Unit 405	1240	1.76%	1.76%	17.6
Unit 406	772	1.09%	1.09%	10.9
Unit 407	756	1.07%	1.07%	10.9
Unit 408	1164	1.65%	1.65%	16.5
Unit 409	1164	1.65%	1.65%	16.5
Unit 410	1187	1.68%	1.68%	16.8
Unit 411	1185	1.68%	1.68%	16.8
Unit 412	1185	1.68%	1.68%	16.8
Unit 413	1185	1.68%	1.68%	16.8
Unit 414	1185	1.68%	1.68%	16.8
Unit 415	1511	2.14%	2.14%	21.4
Unit 416	1190	1.68%	1.68%	16.8
Unit 501	1286	1.82%	1.82%	18.2
Unit 502	767	1.09%	1.09%	10.9
Unit 503	1216	1.72%	1.72%	17.2
Unit 504	967	1.37%	1.37%	13.7
Unit 505	1240	1.76%	1.76%	17.6
Unit 506	772	1.09%	1.09%	10.9
Unit 507	756	1.07%	1.07%	10.9
Unit 508	1164	1.65%	1.65%	16.5
Unit 509	1164	1.65%	1.65%	16.5
Unit 510	1187	1.68%	1.68%	16.8
Unit 511	1185	1.68%	1.68%	16.8
Unit 512	1185	1.68%	1.68%	16.8
Unit 513	1185	1.68%	1.68%	16.8
Unit 514	1185	1.68%	1.68%	16.8
Unit 515	1511	2.14%	2.14%	21.4
Unit 516	1190	1.68%	1.68%	16.8
<b>Total</b>	<b>70600</b>	<b>100.0%</b>	<b>100.0%</b>	<b>1,000</b>

The Percentage Interest and Common Expense Liability appurtenant to each respective residential dwelling Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective residential dwelling Unit by the aggregate "sizes" of all the residential dwelling Units in the Condominium (70,600 square feet). The "size" of each residential dwelling Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of residential dwelling Units of the same type may vary from Unit to Unit, but

the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each residential dwelling Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Unit by the aggregate "sizes" of all the residential dwelling Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.





PO Box 1237, 15 Shaker Road  
 Gray, Maine 04039  
 207.657.6910

**Project:** York Street Mixed Use Development  
**Date:** November 11, 2015  
**Subject:** Parking Evaluation  
**To:** Barry Stowe  
**From:** Randy Dunton, Gorrill Palmer (JN 3018)

As requested, Gorrill Palmer (GP) has evaluated potential parking demand for the proposed mixed use development. At this time, the project is proceeding with the following mixture of uses; 63 condo units, 9,955 sf Specialty Retail and 7,000 sf of Restaurant. Therefore, the parking evaluation is based on this combination of uses.

**Vehicular Parking:**

Typically, the overall parking demand for a mixed use development can be further reduced due to the expectation that there will be some cross use between the individual facilities. For instance, it can be assumed that some of the people living in the condos will also be those that go to the restaurant or visit the retail. To be conservative, this was only assumed at 5%.

In addition to a reduction in parking due to shared use, there is also typically a reduction in parking because the peak parking demand for all three uses are not expected to occur concurrently. For instance, the peak parking demand for the Condos would be expected to occur early in the morning and late at night, when everyone is home. This is not the same time as the peak parking demand for specialty retail which would be expected during the normal business day, or the peak parking demand for the restaurant which would be expected at the end of the business day. We have assumed a 5% reduction in overall parking demand due to off-set peaks.

The following is a summary of the vehicular parking demand:

**Vehicular Parking Requirement Summary**

	Parking Variable	Ordinance Requirement	Required Parking per Ordinance	Shared Use Reduction (5%) (Note 5)	Off set parking peaks (5%) (Note 5)	Reduced Parking Demand
Potential Uses						
Condos	63 Units	1 / Unit (Note 1)	63 spaces	3 spaces	3 spaces	57 spaces
Retail	9,955 sf	1 / 200 sf (Note 2)	40 spaces	2 spaces	2 spaces	36 spaces
Restaurant	7,000 sf	1 / 150 sf (Note 3)	33 spaces	2 spaces	2 spaces	29 spaces
27 High Street	2 spaces	Note 4	2 spaces	0 spaces	0 spaces	2 spaces
<b>Total Parking Req.</b>			<b>138 Spaces</b>	<b>7 spaces</b>	<b>7 spaces</b>	<b>124 spaces</b>

Notes:

1. The City's standard requirement for residential units is 2 spaces per unit (Sec. 14-332 (a)). However, under Sec. 14-332.2 (c) the requirement can be reduced for a development over 50,000 sf based on information submitted by the applicant and on the recommendation of the City's transportation engineer. For this analysis, we used 1 parking space per unit.
2. The first 2,000 sf of a first floor is not considered per ordinance



76  
B17  
LW  
MS  
CM  
5-0

101 YORK STREET - AMENDMENT TO APPROVED, RECORDED SUBD. PLAT.  
FOR MIXED USE PER UNDER CONSTRUCTION - YORK + HIGH

① B6. PRG REVIEWED BY PB + APPROVED DEC 2015  
UNDER ORIG APPROVAL - COMMERCIAL + 63 MKT RATE APT + STRUCTURED P  
NOW UNDER OWNERSHIP OF 101 YORK ST, LLC

AMENDMENTS - ~~CREATE~~ ~~COMMERCIAL~~ ~~CONDO~~ ~~UNITS~~ (UP TO 6)  
ESTABLISH NEW LOT LINE B/W ~~REAR~~ <sup>COMM</sup> / RES + PARKING  
↓  
SUCH THAT ON SEP LOT.

∴ NO IMPACT ON PHYSICAL PLAN.  
BUT ~~REQUIRE~~ <sup>REQUIRE</sup> NEW EASEMENTS, + PARKING AGREEMENT - MEET  
PARKING REQR.

② <sup>H</sup> SUBDIVISION PLAN + EASEMENTS <sup>+ CONDO DOCS</sup> REVIEWED BY CG, DPW → CONDITION  
DIVISION OF LOT PLAN.

③ PARKING AGREEMENT →

ORIG REVIEW > 50% CSF → PB DECIDES BASED ON ANALYSIS  
PARKING

↓  
PARKING STUDY = 122 SPACES

PRG' CREATED 211 SPACES (EXCEEDING NEED)

PER AMENDMENT - NOW EXIST ON SEP LOT.

CAN APPROVE <sup>OFF-SITE</sup> PARKING IF MEETS DISTANCE THRESHOLDS  
14-339. <sup>CONTROL</sup> SHAW ~~OWNERSHIP~~ BY OWNERSHIP / LEASE

↓  
PROVIDED AGREEMENT - REQUIRES JBB TO MAINTAIN  
GEN. MINOR  
RE QUESTION MIN OF 122 SPACES  
FOR USE BY CONDO.

① CONDITION - FINAL PARKING AGREEMENT

PB.

CARD VARIATION - See samples.

PI.

George Rowe

get nice printers.

concise statement - why transaction happening now?

W. - ground floor - want to be able to sell

will build over garage

apartments v. condo units.



**JONES**  
**ASSOCIATES**  
Foresters, Surveyors and  
Environmental Consultants



April 25, 2016

Nell Donaldson  
City of Portland  
Planning Division  
389 Congress Street, 4<sup>th</sup> Floor  
Portland, ME 04101

Re: Back Cove Estates Slope Reconstruction, 40 Union Street (Project ID: 2013-097, CBL:  
156-F-006001)

Dear Nell,

The Back Cove Estates Condominium Association is proposing a change to the City approved Site Alteration site plan for the slope reconstruction project at Back Cove Estates. The proposed project design has been changed by replacing the previously permitted riprap at the toe of the slope with root wad stabilization techniques and replacing the turf reinforcement mat along the slope with live-stake plantings of native shrubs. Additionally, to divert surface water from the adjacent roadway along the top of the slope, it is proposed that a diversion swale be installed that will drain to a level top spreader north of the proposed live-staking areas in an area that is currently stable.

Enclosed you will find an MDEP Permit #L-25877-4D-C-M for a bank reconstruction and stabilization project for the Back Cove Estates Condominium Association. You will also find a copy of the Minor Revision Application with plan that was approved by MDEP.

Although Rick wanted to go over the revision with you, the schedule did not work out. The design for the bank reconstruction and stabilization project is encouraged by USF&W and MDEP. It will lower impacts especially to the opposite bank. It will improve stream habitat. It will also encourage natural deposition which helps establish and maintain natural vegetation.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Debi Hews

280 Poland Spring Road  
Auburn, Maine 04210  
(207) 241-0235  
Email: [rjones@jonesai.com](mailto:rjones@jonesai.com)  
Website: [www.jonesai.com](http://www.jonesai.com)





STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE  
GOVERNOR

PAUL MERCER  
COMMISSIONER

March 2016

Back Cove Estates Condominium Association  
51 Back Cove Estates  
Portland, ME 04103  
ATTN: Patrick Martin

RE: Natural Resources Protection Act Minor Revision Application, Portland  
DEP #L-25877-4D-C-M

Dear Mr. Martin:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit or thoughts on how the Department processed this application please get in touch with me directly. I can be reached at (207) 615-3236 or at [audie.arbo@maine.gov](mailto:audie.arbo@maine.gov).

Sincerely,

Audie Arbo, Project Manager  
Bureau of Land Resources

pc: File





STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

BACK COVE ESTATES CONDOMINIUM ) NATURAL RESOURCES PROTECTION ACT  
ASSOCIATION ) COASTAL WETLAND ALTERATION  
Portland, Cumberland County ) WATER QUALITY CERTIFICATION  
PROJECT CHANGES ) MINOR REVISION  
L-25877-4D-C-M (approval) ) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of BACK COVE ESTATES CONDOMINIUM ASSOCIATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History: In Department Order #L-25877-4D-A-N, dated April 17, 2013, the Department approved the reconstruction and stabilization of a slope between Back Cove Estates Road and the tidal section of Fall Brook. In Department Order #L-25877-4D-B-N, dated October 28, 2013, the Department approved the modification of the project designs to eliminate the landscaped berm and riprap swale.

B. Summary: The applicant proposes to make additional changes to its stabilization project by replacing the previously permitted riprap at the toe of the slope with root wad stabilization techniques and replacing the turf reinforcement mat along the slope with live-stake plantings of native shrubs. The applicant also proposes to divert surface water from the adjacent roadway along the top of the slope with a diversion swale that will drain to a level lip spreader. The level lip spreader will be to the north of the proposed live-staking area in an area that is currently stable. The proposed revisions are shown on a plan titled "Back Cove Estates Condominium Association Bank Stabilization," prepared by Jones Associates Inc. and dated November 25, 2015.

C. Current use of Site: The project area is a relatively steep embankment between an existing road and Fall Brook. The slope is exhibiting signs of failure and construction of the approved stabilization project has not begun. The project site is located off Ocean Avenue in the City of Portland.

2. FINDING:

The amount of impact to the resource does not increase due to the proposed changes. The rootwad stabilization technique provides many ecological advantages over stone riprap. The proposed change is a minor change and will not significantly affect any issues identified during previous Department reviews of the project site.



Based on its review of the application, the Department finds the requested minor revision to be in accordance with all relevant Departmental standards. All other findings of fact, conclusions and conditions remain as approved in Department Order #L-25877-4D-A-N, and subsequent Orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the application of BACK COVE ESTATES CONDOMINIUM ASSOCIATION to make minor changes to the slope repair project at Back Cove Estates as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its





agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

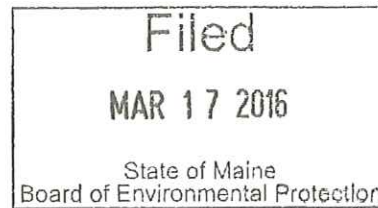
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order # L-25877-4D-A-N, and subsequent Orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 17<sup>TH</sup> DAY OF MARCH, 2016.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:   
For: Paul Mercer, Commissioner



PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

AA/L25877CM/ATS#80150





## Natural Resources Protection Act (NRPA) Standard Conditions

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THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S.A. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.



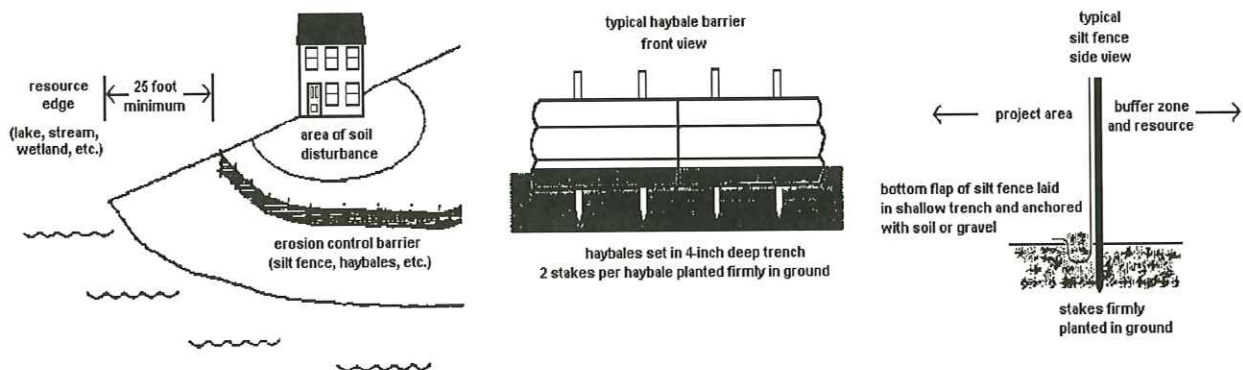


STATE OF MAINE  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
 17 STATE HOUSE STATION, AUGUSTA, MAINE 04333

### Erosion Control for Homeowners

#### Before Construction

1. If you have hired a contractor, make sure you discuss your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is, and where it is located. Most people can identify the edge of a lake or river. However, the edges of wetlands are often not so obvious. Your contractor may be the person actually pushing dirt around, but you are both responsible for complying with the permit.
2. Call around to find where erosion control materials are available. Chances are your contractor has these materials already on hand. You probably will need silt fence, hay bales, wooden stakes, grass seed (or conservation mix), and perhaps filter fabric. Places to check for these items include farm & feed supply stores, garden & lawn suppliers, and landscaping companies. It is not always easy to find hay or straw during late winter and early spring. It also may be more expensive during those times of year. Plan ahead -- buy a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the soil-disturbance activity.
4. If a contractor is installing the erosion control barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level or elevation across the land slope, whenever possible. This keeps stormwater from flowing to the lowest point along the barrier where it can build up and overflow or destroy the barrier.



#### During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops hitting the bare ground that makes the soil begin to move downslope with the runoff water, and cause erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. You or your contractor then need to figure out what can be done to prevent more soil from getting past the barrier.



3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

#### **After Construction**

1. After your project is finished, seed the area. Note that all ground covers are not equal. For example, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high-maintenance areas. But this same seed mix is a poor selection for stabilizing a road shoulder or a cut bank that you don't intend to mow. Your contractor may have experience with different seed mixes, or you might contact a seed supplier for advice.
2. Do not spread grass seed after September 15. There is the likelihood that germinating seedlings could be killed by a frost before they have a chance to become established. Instead, mulch the area with a thick layer of hay or straw. In the spring, rake off the mulch and then seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away or being eaten by birds or other animals.
3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

#### **Why Control Erosion?**

##### **To Protect Water Quality**

When soil erodes into protected resources such as streams, rivers, wetlands, and lakes, it has many bad effects. Eroding soil particles carry phosphorus to the water. An excess of phosphorus can lead to explosions of algae growth in lakes and ponds called blooms. The water will look green and can have green slime in it. If you are near a lake or pond, this is not pleasant for swimming, and when the soil settles out on the bottom, it smothers fish eggs and small animals eaten by fish. There many other effects as well, which are all bad.

##### **To Protect the Soil**

It has taken thousands of years for our soil to develop. Its usefulness is evident all around us, from sustaining forests and growing our garden vegetables, to even treating our septic wastewater! We cannot afford to waste this valuable resource.

##### **To Save Money (\$\$)**

Replacing topsoil or gravel washed off your property can be expensive. You end up paying twice because State and local governments wind up spending your tax dollars to dig out ditches and storm drains that have become choked with sediment from soil erosion.







# DEP INFORMATION SHEET

## Appealing a Department Licensing Decision

Dated: March 2012

Contact: (207) 287-2811

### SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S.A. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S.A. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S.A. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

### I. ADMINISTRATIVE APPEALS TO THE BOARD

#### **LEGAL REFERENCES**

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

#### **HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD**

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days of the date on which the Commissioner's decision was filed with the Board will be rejected.

#### **HOW TO SUBMIT AN APPEAL TO THE BOARD**

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by the Board's receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner a copy of the appeal documents and if the person appealing is not the applicant in the license proceeding at issue the applicant must also be sent a copy of the appeal documents. All of the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's



record at the time of decision being added to the record for consideration by the Board as part of an appeal.

#### **WHAT YOUR APPEAL PAPERWORK MUST CONTAIN**

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

#### **OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD**

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed the license normally remains in effect pending the processing of the appeal. A license holder may proceed with a project pending the outcome of an appeal but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.



## **WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD**

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

## **II. JUDICIAL APPEALS**

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 11001; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

### **ADDITIONAL INFORMATION**

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

**Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.**



#L- \_\_\_\_\_  
ATS # \_\_\_\_\_  
Fees Paid \_\_\_\_\_  
Date Received \_\_\_\_\_

**MINOR REVISION APPLICATION**

For Site Location, Natural Resources Protection Act & Stormwater Projects

This form shall be used for minor revisions to a project that has received previous Site Law, NRPA or Stormwater Law approval from the Department, where the revision(s) significantly decreases or eliminates an environmental impact, does not significantly expand the project, does not change the nature of the project or does not modify any Department findings with respect to any licensing criteria. If significant project changes are proposed, then an amendment application will be required by the Department.

Please contact the DEP for current fee schedule information. The fee schedule is updated every November 1. The fee is payable to "Treasurer, State of Maine", and **MUST** accompany the application.

Please type or print in black ink only

<b>1. Name of Applicant:</b>	Back Cove Estates Condominium Association	<b>5. Name of Agent:</b>	Jones Associates Inc
<b>2. Applicant's Mailing Address:</b>	Patrick Martin, President 51 Back Cove Estates Portland, ME 04103	<b>6. Agent's Mailing Address:</b>	280 Poland Spring Road Auburn, ME 04210
<b>3. Applicant's Daytime Phone #:</b>	207-485-5411	<b>7. Agent's Daytime Phone #:</b>	207-241-0235
<b>4. Applicant e-mail address (REQUIRED):</b>	PMMartin@trcsolutions.com	<b>8. Agent e-mail address (REQUIRED):</b>	rjones@jonesai.com
<b>LOCATION OF ACTIVITY</b>			
<b>9. Name of Project:</b>	Back Cove Estates Condominium Shoreline Stabilization		
<b>10. Name of Town where project is located:</b>	Portland	<b>11. County:</b>	Cumberland
<b>REQUIRED INFORMATION:</b>			
<b>12. Existing DEP permit number:</b>	L-25877-4D-B-M	<b>13. DEP Project Manager for previous application (if known):</b>	
<b>14. Description of Proposed Change: (Use additional sheet, if necessary)</b>	See attached.		

Provide all documentation necessary to support the proposed change. This documentation should include, as appropriate, revised site plans, construction drawings, and technical data such as HHE-200 forms. (If you are unsure of what information to include, please contact the original DEP project manager, or the Division of Land Resource Regulation in the appropriate regional office for assistance.)

This completed application form, fee and all supporting documents summarized above shall be sent to the appropriate DEP Office in Augusta, Portland or Bangor.

Bureau of Land and Water Quality 17 State House Station Augusta, ME 04333 Tel: (207) 287-3901	Bureau of Land and Water Quality 312 Canco Road Portland, ME 04103 Tel: (207) 822-6300	Bureau of Land and Water Quality 106 Hogan Road Bangor, ME 04401 (207) 941-4570
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**CERTIFICATIONS / SIGNATURES on PAGE 2**






**IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.**

By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following :

**CERTIFICATIONS / SIGNATURES**

<p>"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 am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. 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.</p> <p>Further, I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by e-mailing the decision to the electronic address located on the front page of this application (see #4 and #8)"</p> <p>Signed: <u></u> Title <u>Agent</u> Date: <u>1/27/16</u></p>	
<p>Notice of Intent to Comply with Maine Construction General Permit</p>	<p>If over one acre of new disturbance will result as part of the proposed minor revision, please sign here acknowledging that with this minor revision form and signature below, I am filing notice of my intent to carry out work which meets the requirements of the Maine Construction General Permit. I have read and will comply with all of the MCGP standards.</p> <p>Signed _____ Date: _____</p>

NOTE: If a Notice of Intent is required, you must file a Notice of Termination (NOT form available from the Department) within 20 days of completing permanent stabilization of the project site.



AGENT AUTHORIZATION

To Whom it May Concern:

The signature below authorizes Jones Associates, Inc. to act as the applicant's agent in the processing of the enclosed application.

*Patrick M Martin* 1/27/16

Patrick M Martin  
President, Back Cove Estates Condominium Association



Back Cove Estates Condominium Association

Minor Revision Application for NRPA #L-25877-4D-B-M

Block 14. Description of Proposed Change:

This project site is located off Ocean Avenue in the City of Portland. In Department Order #L-25877-4D-A-N, dated April 17, 2013, the Department approved the reconstruction and stabilization of a slope between Back Cove Estates Road and Fall Brook. In Department Order #L-25877-4D-B-M, dated October 28, 2013, the Department approved a minor revision to eliminate the landscaped berm and riprap channel that was incorporated in the original approved project design.

This minor revision involves a redesign of the stabilization and reconstruction of the stream bank slope located between Back Cove Estates Road and Fall Brook. The stabilization plans are based on existing survey data provided by BCE.

Upslope of the streambank stabilization area, surface water from the adjacent roadway (East Roadway) will be diverted through a diversion swale that will drain to a level lip spreader and then into a vegetated buffer before flowing to the brook.

The heavy rock will be replaced with rootwad streambank stabilization techniques. This has been proposed due to a number of advantages these techniques provide. The rootwads themselves are trees with the rootball still attached. These are placed at the base of the restored river bank with the face of the roots facing the direction of the water flow. This technique strengthens the bank structure with the tree trunk portion incorporated into the bank. River water forces are deflected away from the bank by the root structure, limiting bank erosion. In addition, the roots provide fish habitat and habitat for other aquatic animals. The rootwad and lighter approach to the bank stabilization will involve less disturbance, will require less borrow fill, be more cost effective and will have less effect on down stream and cross channel banks. They also provide a source of food for aquatic insects (Using Root Wads and Rock Vanes for Streambank Stabilization, NC Stream Restoration Institute, North Carolina Cooperative Extension Service.)

The techniques below are described in detail from the "USDA-NRCS Engineering Field Handbook, Chapter 16, Streambank and Shoreline Protection".

Rootwads will be incorporated into the bank structure as shown on plan S-1. This work will be done behind (landward side) the normal highwater mark (NHM). Starting at the downstream end of the reach, footer stones 3 to 4 feet in diameter or a footer log (18-24" diameter, 8'-10' long) will be placed. A second trench will be cut perpendicular to the first back into the streambank angling upstream. The rootwad will be placed in this trench so the trunk side of the root fan rests against the footer stones or footer logs and the bottom of the root fan faces into the flow of water. Stones will then be placed on the top and sides of the footer and rootwad to hold them in place. Moving upstream, the next footer log is placed in the trench with its downstream end extending behind the first footer log or stone and the next root wad is put in place. This process will continue until all rootwads have been installed.



As the rootwad structure is installed, the area between and behind the rootwads will be backfilled with rock/fill. The top of the rootwad structure will transition to a live staked slope. Live stakes will be used through the rootwad and slope areas. Live-stake plantings are useful once the embankment is already in place and helps with drainage by removing soil moisture. The plantings also establish a root mat to trap fine soil particles that would erode without protection. The immediate protection that the live-stakes will provide will increase the effectiveness of the rootwad embankment. The embankment is designed for long-term stability and once it is fully vegetated it can be effective for many years.

## PLANTING METHODOLOGY

All species of woody plants to be used have been chosen for their attractiveness to native wildlife, and their abilities to stabilize disturbed areas. The species listed below all occur naturally within the region, and no exotic or potentially nuisance species will be used. Plantings will be done by hand to help assure their successful establishment. Plantings may need to be postponed until spring. Ideal planting times are early spring.

### Species to be Planted as Live Stakes

*A combination of the following species to be planted*

<u>Common Name</u>	<u>Scientific Name</u>	<u>Size</u>
Black Willow	<i>Salix nigra</i>	Live stake
Silky Willow	<i>Salix sericea</i>	Live stake
Red Osier dogwood	<i>Cornus stolonifera</i>	Live stake
Silky Dogwood	<i>Cornus amomum</i>	Live stake
Speckled Alder	<i>Alnus incana</i>	Live stake

Seed mix shall be erosion control mix. If areas are to be seeded in fall and planted next spring, mix shall include larger percentage of rye to prevent competition with planted shrubs.

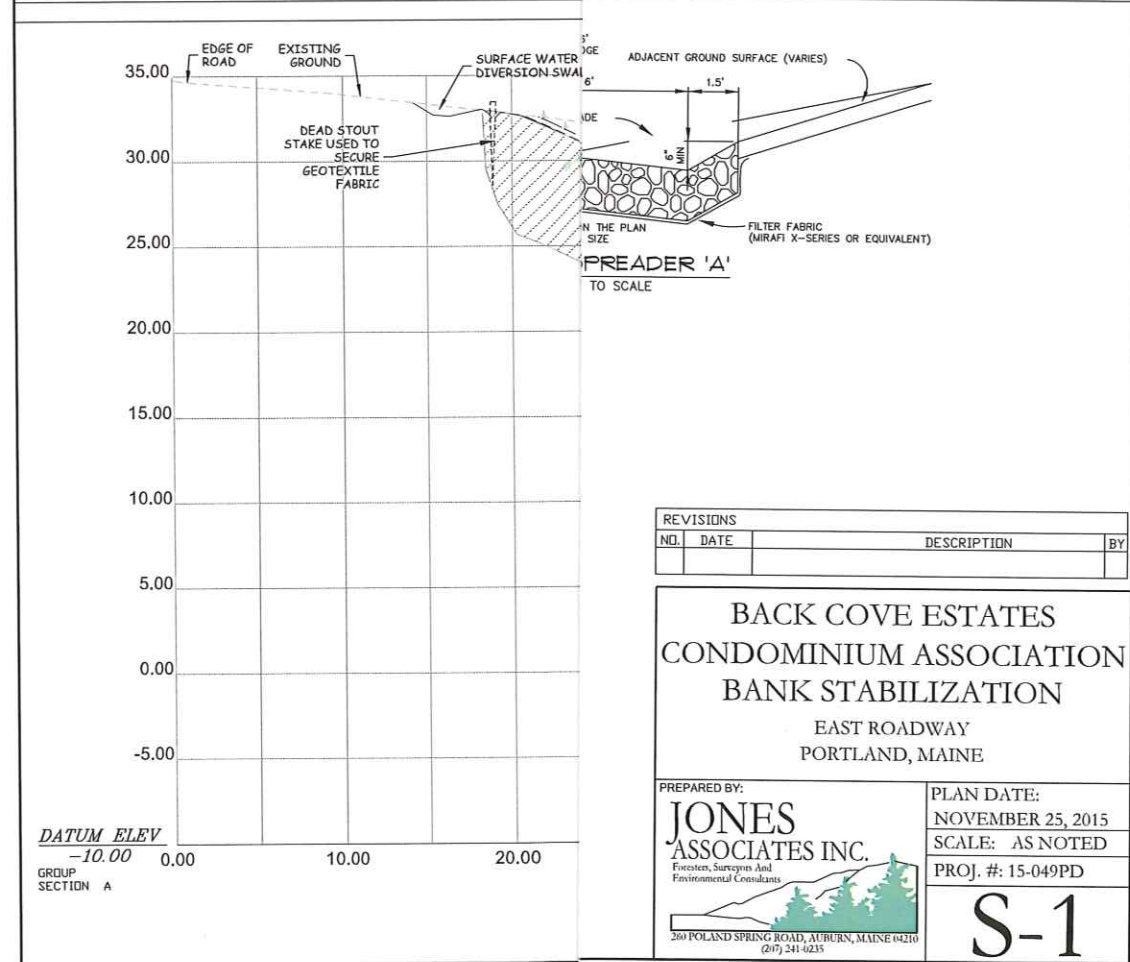
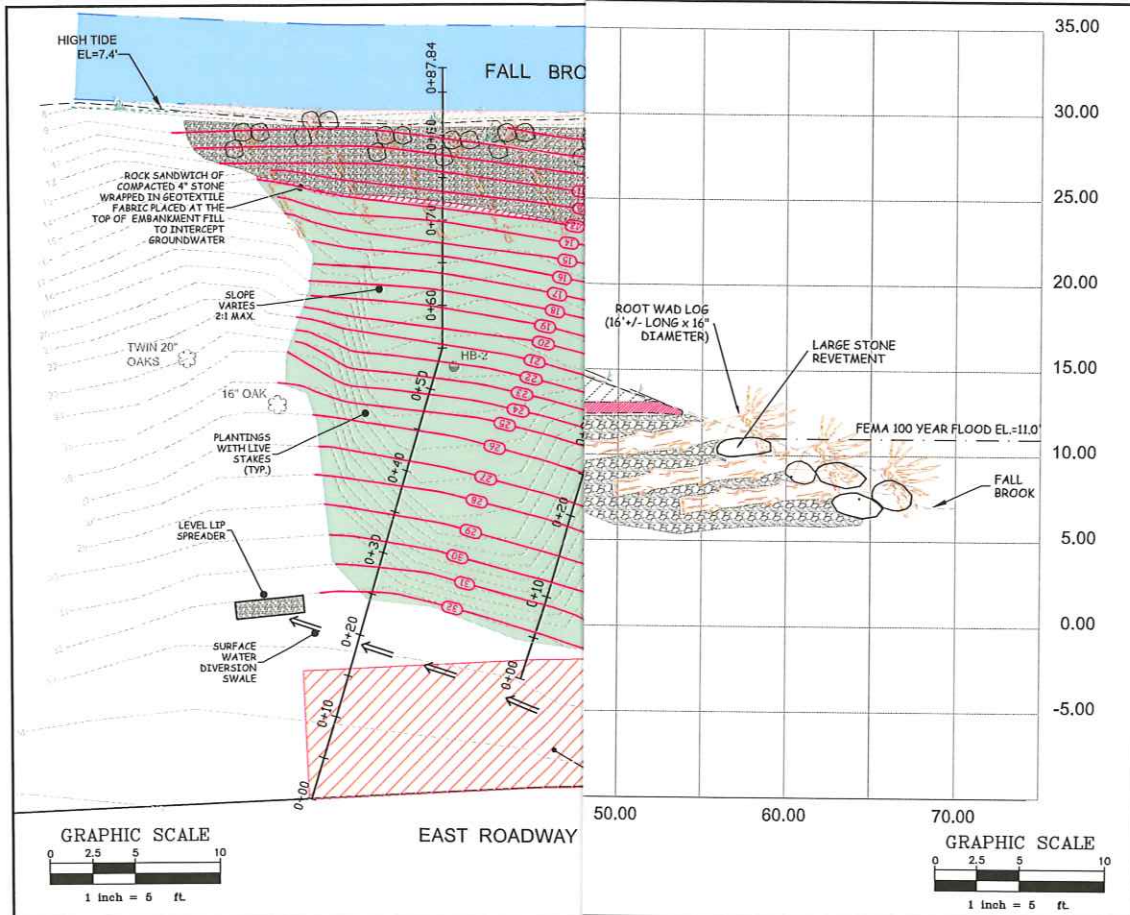
## CONSTRUCTION SEQUENCE TO RESTORE RIVERBANK

The following outlines the sequential order when construction activities will take place.

- Construction will take place during low flow conditions and will take place behind normal high water.
- Install bank stabilization measures according to NRCS Engineering Field Handbook Chapter 16
- Place footer stones at the base of the bank
- Place tree rootwads at ≈60 degree angle to river flowlines
- Anchor rootwads with boulders
- Backfill with gravel
- Continue building rootwads on lifts (per plan)
- Grade and loam all disturbed areas above rock.
- Seeding of areas above rock with conservation mix.







REVISIONS			
NO.	DATE	DESCRIPTION	BY

**BACK COVE ESTATES**  
**CONDOMINIUM ASSOCIATION**  
**BANK STABILIZATION**  
 EAST ROADWAY  
 PORTLAND, MAINE

PREPARED BY:

**JONES ASSOCIATES INC.**  
 Foresters, Surveyors And Environmental Consultants

280 POLAND SPRING ROAD, AUBURN, MAINE 04210  
 (207) 241-6235

PLAN DATE:  
NOVEMBER 25, 2015

SCALE: AS NOTED

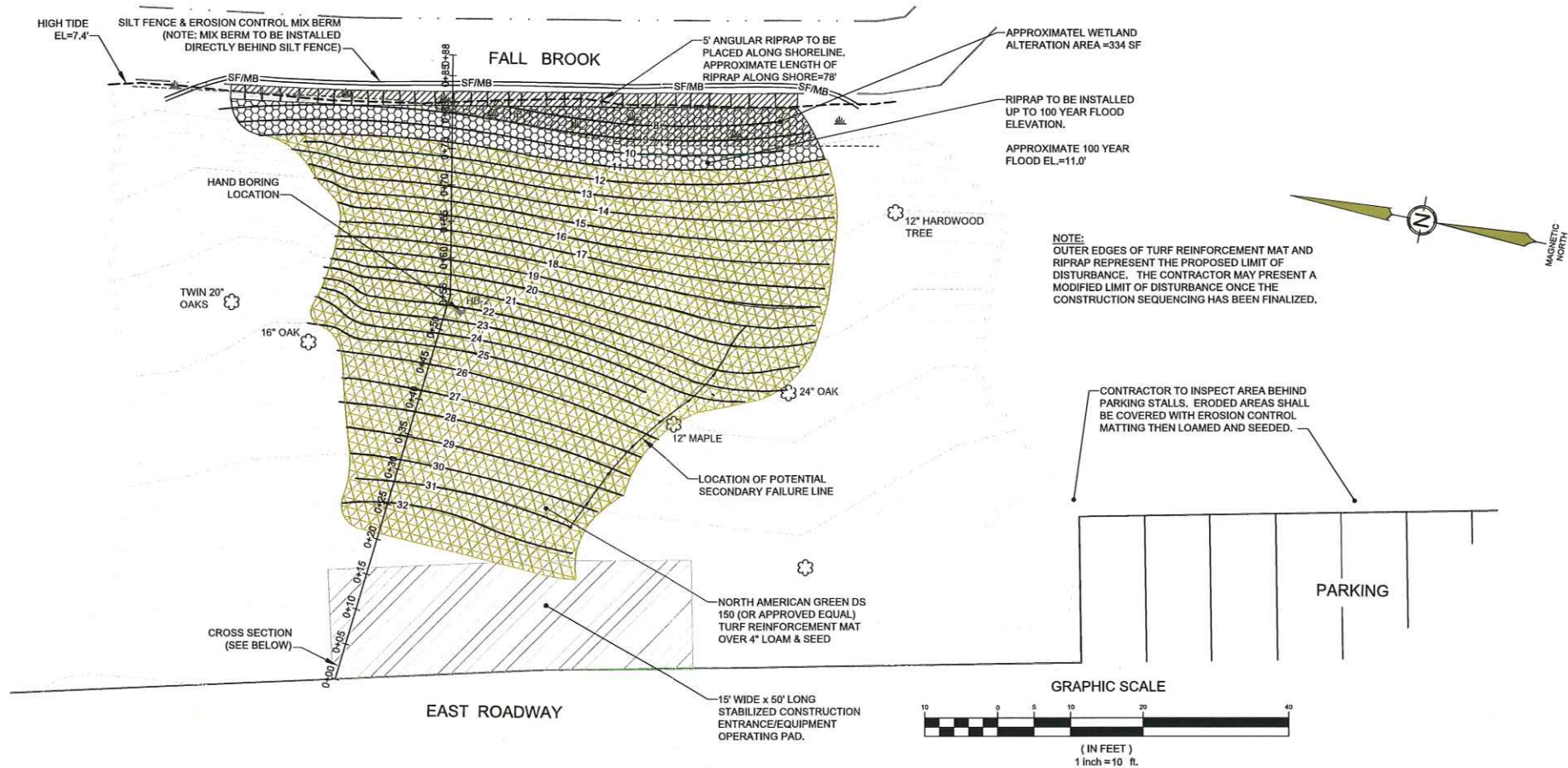
PROJ. #: 15-049PD

**S-1**



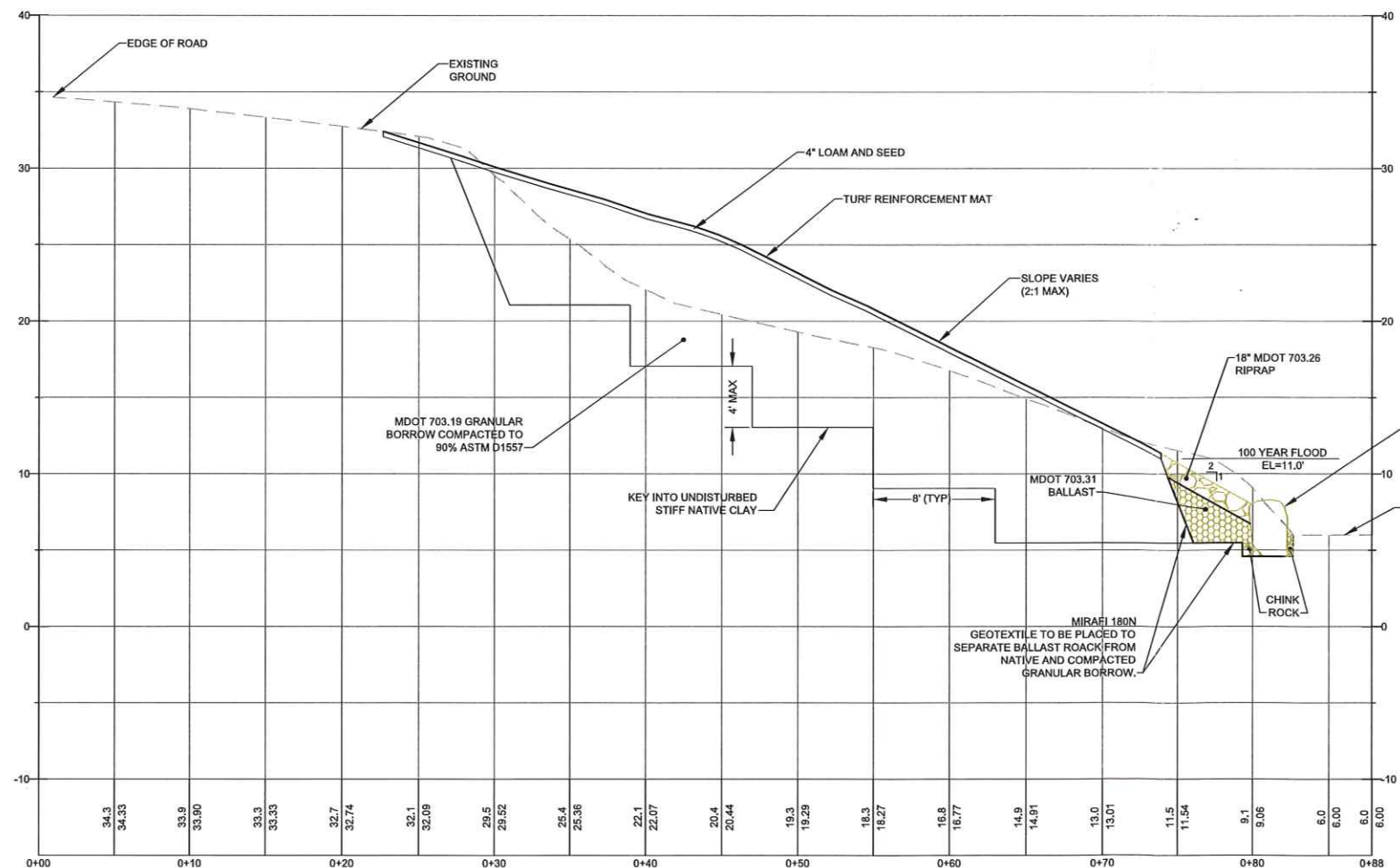
**LEGEND**

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- - - - PROPOSED CONTOUR
- EXISTING EDGE OF PAVEMENT
- STREAM
- SF SILT FENCE
- ⊙ B-9 BORING
- ⊙ EXISTING TREE
- ▨ RIPRAP
- ▨ TURF REINFORCEMENT MAT
- ▨ BOULDER WALL



NOTE: OUTER EDGES OF TURF REINFORCEMENT MAT AND RIPRAP REPRESENT THE PROPOSED LIMIT OF DISTURBANCE. THE CONTRACTOR MAY PRESENT A MODIFIED LIMIT OF DISTURBANCE ONCE THE CONSTRUCTION SEQUENCING HAS BEEN FINALIZED.

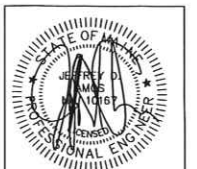
CONTRACTOR TO INSPECT AREA BEHIND PARKING STALLS. ERODED AREAS SHALL BE COVERED WITH EROSION CONTROL MATTING THEN LOAMED AND SEEDED.



**CROSS SECTION OF SLOPE**  
SCALE: 1"=5'

**SPECIAL PROJECT REQUIREMENTS**

1. ROCKS USED FOR RIPRAP MAY NOT BE OBTAINED FROM THE SHORELINE OR BELOW THE NORMAL HIGH WATER LINE.
2. NO FILL MATERIAL OTHER THAN THE RIPRAP, BOULDERS AND CRUSHED STONE MAY BE PLACED BELOW THE NORMAL HIGH WATER LINE.
3. IF WORK IS PERFORMED IN A RIVER, STREAM OR BROOK THAT IS LESS THAN THREE FEET DEEP AT THE TIME OF THE ACTIVITY AND THE LOCATION OF THE ACTIVITY, THE CONTRACTOR MUST PROVIDE FOR TEMPORARY DIVERSION OF FLOW TO THE OPPOSITE SIDE OF THE CHANNEL WHILE WORK IS IN PROGRESS.
4. WHEELED OR TRACKED EQUIPMENT MAY NOT OPERATE IN THE WATER. EQUIPMENT OPERATING ON THE SHORE MAY REACH INTO THE WATER WITH A BUCKET OR SIMILAR EXTENSION. EQUIPMENT MAY CROSS STREAMS ON ROCK, GRAVEL OR LEDGE BOTTOM.
5. WORK BELOW THE HIGH WATER LINE OF A GREAT POND, RIVER, STREAM OR BROOK MUST BE DONE AT LOW WATER EXCEPT AS REQUIRED FOR EMERGENCY FLOOD CONTROL WORK.
6. ALL EXCAVATED MATERIAL MUST BE STOCKPILED EITHER OUTSIDE THE PROTECTED NATURAL RESOURCE OR ON MATS OR PLATFORMS. HAY BALES OR SILT FENCE MUST BE USED, WHERE NECESSARY, TO PREVENT SEDIMENTATION. ALL EXCAVATED MATERIAL MUST BE REMOVED TO A LOCATION MORE THAN 75 FEET FROM THE PROTECTED NATURAL RESOURCE, UNLESS OTHERWISE APPROVED BY THE DEP, AND PROPERLY STABILIZED WITH VEGETATION UPON PROJECT COMPLETION.
7. DISTURBANCE OF VEGETATION MUST BE AVOIDED IF POSSIBLE. IF VEGETATION MUST BE DISTURBED DURING THE ACTIVITY, SIMILAR TYPES AND AMOUNTS OF VEGETATION MUST BE RE-ESTABLISHED IMMEDIATELY UPON COMPLETION OF THE ACTIVITY AND MUST BE MAINTAINED.
8. NON-NATIVE SPECIES MAY NOT BE PLANTED IN DISTURBED AREAS.
9. MEASURES SHALL BE TAKEN WHERE NECESSARY IN ORDER TO AVOID SILTATION INTO THE WATER. SUCH MEASURES MAY INCLUDE THE USE OF STAKED HAY BALES OR SILT FENCES.
10. STORMWATER RUNOFF FROM AREAS ABOVE THE SLOPE STABILIZATION LOCATION SHALL NOT BE ALLOWED TO RUN OVER THE DISTURBED PROJECT AREA DURING CONSTRUCTION. RUNOFF SHALL BE TEMPORARILY DIVERTED UNTIL THE RE-CONSTRUCTED SLOPE HAS BEEN FULLY STABILIZED.
11. THE CONTRACTOR SHALL DIVERT ALL STORMWATER FLOWS FROM THE PROJECT AREA DURING CONSTRUCTION. THE TEMPORARY DIVERSION SHALL REMAIN IN PLACE UNTIL THE EMBANKMENT IS FULLY STABILIZED.



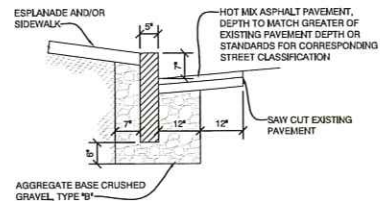
NO.	DATE	REVISIONS
1	4/7/2013	JDA APPD
2	6/12/2013	REVISED PER S.W. COLE COMMENTS
		REVISED PER MDEP COMMENTS (ADDED WETLANDS, BERM & EC MIX BERM)

P.O. Box 339  
111 Elderberry Lane  
New Gloucester, ME 04260  
Office: (207) 926-9111  
Fax: (207) 221-1317  
www.terradynconsultants.com

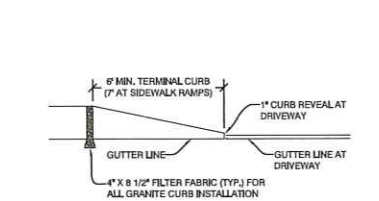
**TERRADYN**  
CONSULTANTS, LLC

Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

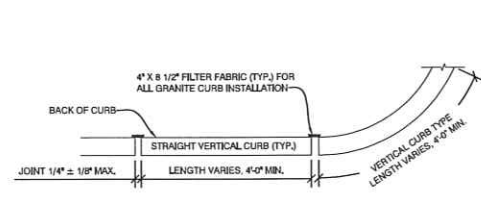
SHEET DESCRIPTION <b>BACK COVE ESTATES SLOPE RE-CONSTRUCTION GRADING &amp; EROSION CONTROL PLAN</b>	
PREPARED FOR <b>FORESIDE REAL ESTATE MANAGEMENT, INC.</b>	
JOB NO. 1222	SHEET <b>1</b>
DATE 11/18/12	OF
SCALE AS SHOWN	<b>2</b>



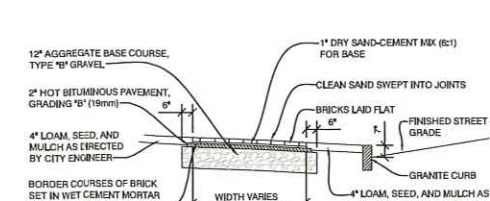
12 CURB INSTALLATION - CROSS SECTION (TYP.)  
1/2" = 1'-0"



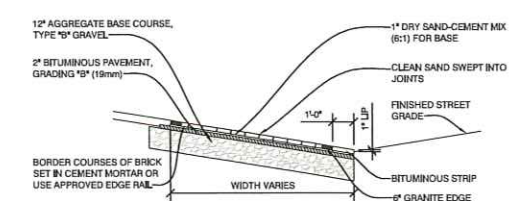
11 CURB INSTALLATION - TERMINAL CURB PROFILE  
NOT TO SCALE



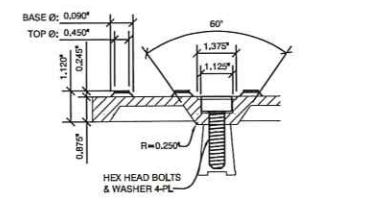
10 CURB INSTALLATION - PLAN  
NOT TO SCALE



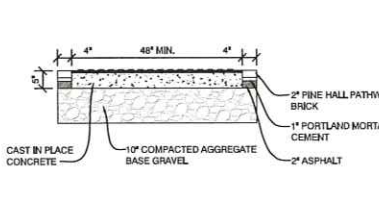
9 BRICK & PAVER SIDEWALK SECTION  
1/4" = 1'-0"



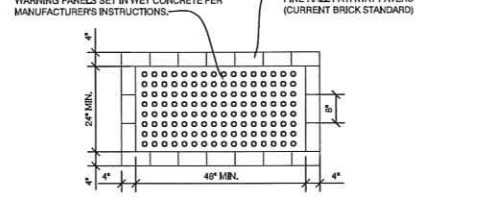
8 BRICK DRIVEWAY APRON SECTION  
1/4" = 1'-0"



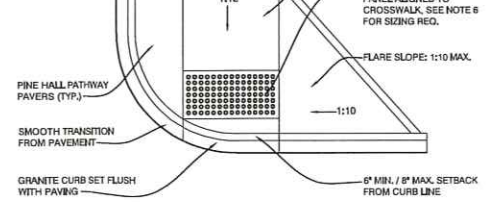
7 DETECTABLE WARNING STRIP - BOLT DETAIL  
NOT TO SCALE



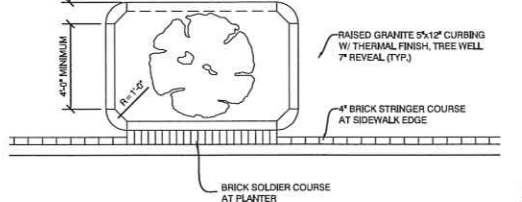
6 DETECTABLE WARNING STRIP - SECTION  
1/2" = 1'-0"



5 DETECTABLE WARNING STRIP - PLAN  
1/2" = 1'-0"



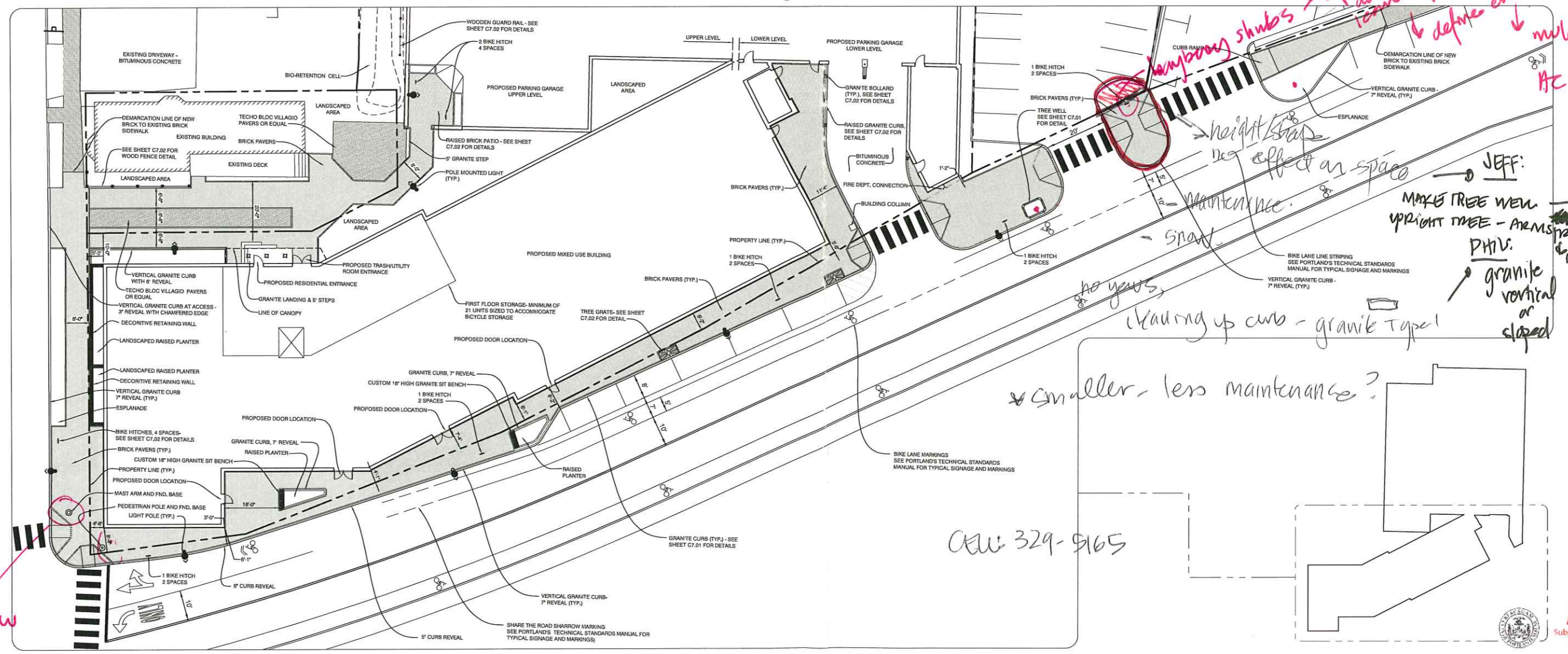
4 DETECTABLE WARNING STRIP - RAMP DETAIL  
3/4" = 1'-0"



3 TREE WELL DETAIL  
1/4" = 1'-0"

**BRICKS TO BE USED:**  
NEW CONSTRUCTION:  
#30 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:  
VERMONT PAVER SUPPLIED BY GARDNER AND SONS, SPECIFICATION "VERMONT BACKER BRICK" ITEM #VBB.

**NOTES:**  
1. COMPOSITE WET SET (REPLACEABLE) DETECTABLE WARNING PANELS SHALL BE AS MANUFACTURED BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR APPROVED EQUAL.  
2. CAST IN PLACE CONCRETE SHALL MEET SPECIFICATIONS FOR MAINE D.O.T. CLASS A STRUCTURAL MINIMUM COMPRESSIVE STRENGTH 4,000 P.S.I. THE CONCRETE SHALL BE SEALED PRIOR TO SETTING PANELS.  
3. TRUNCATED DOMES SHALL BE ALIGNED IN ROWS, PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. NO OTHER DETECTABLE WARNING DESIGN CONFIGURATION ALLOWED.  
4. FOR ALL DETECTABLE WARNING PANELS, WITHIN OR ABUTTING HISTORIC DISTRICTS AND HISTORIC LANDSCAPES, "DARK GRAY" COLORED (#30118) PANELS SHALL BE USED. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.  
5. THE DETECTABLE WARNING PANEL SHALL HAVE ONE FULL COURSE OF PINE HALL PATHWAY PAVERS (THE CURRENT BRICK STANDARD) AROUND THE FULL PERIMETER OF THE PANEL. THIS PERIMETER COURSE SHALL BE SET USING PORTLAND MORTAR CEMENT TO CREATE A FLUSH SURFACE BETWEEN THE BRICK AND THE PANEL.  
6. SIZE: THE DETECTABLE WARNING PANEL(S) SHALL EXTEND 24" MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION TO THE STREET.  
7. ORIENTATION: THE DETECTABLE WARNING PANEL SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 18" MINIMUM AND 8" MAXIMUM FROM THE CURB LINE. THE PANEL SHALL BE ORIENTED TO THE DIRECTION OF TRAVEL AS IDENTIFIED BY THE DIRECTION OF TRAVEL SIGN.



2 HARDSCAPE PLAN - MIXED USE  
1/16" = 1'-0"

1 HARDSCAPE KEY PLAN  
1/64" = 1'-0"



Mixed Use Development  
York & High Street  
Portland, Maine

REVISION:  
01/18/16 - CONDITIONS OF APPROVAL  
03/10/16 - CONDITIONS OF APPROVAL  
04/20/16 - ADDED CURB ALONG WOOD  
05/02/16 - CLARIFIED WOOD

ISSUED:  
08/14/15 - SITE PLAN REVIEW  
11/17/15 - SITE PLAN RESUBMISSION  
03/11/16 - FINAL PLAN RESUBMISSION

project architect: KAK  
drawn by: CDR

HARDSCAPE PLAN & APPROVED SITE PLAN  
CITY OF PORTLAND  
Subject to the terms of Approval and Standard Conditions

DATE OF APPROVAL: 2/27/16  
PLANNER: Nell Donaldson  
PROJECT NO.: 2015-139

SW plan

Cell: 329-9165

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## **Table of Contents**

### **General Submissions per Section 14-527 (c)**

1. Application forms
2. Application fees
3. Project description
4. Evidence of right, title and interest
5. Evidence of state and/or federal approvals
6. Compliance with applicable zoning requirements
7. Existing and or proposed esements, covenant, rights-of-ways or other burdens
8. Requests for waivers
9. Financial and Technical Capacity
10. Boundary Survey

### **Final Written Materials per Section 14-527 (f)**

1. Construction Management Plan
2. Traffic Study
3. Significant natural features
4. Narrative describing the site
5. Stormwater runoff calculations
6. Developments consistency with City Master Plans
7. Evidence of Utility Capacity to Serve
8. Solid Waste
9. Code summary per NFPA 1 and Fire Dept. Standards
10. Consistency with Design Standards
11. Verification HVAC meets state and federal emissions requirements

### **Appendix**

- One full size plan set (sheet C0.00 through C10.04)
- One reduced 11x17 plan set (sheets C0.00 through C10.04)

The following material has been prepared to address the written statement requirements of the City of Portland Site Plan Review Ordinance identified in Section 14-527(c) and (f) of the Land Use Ordinance and to provide additional information required by the City of Portland Development Review application requirements.

**Owner:**

J.B. Brown & Sons  
c/o Vin Veroneau  
36 Danforth Street  
Portland, ME 04101  
Phone: (207) 774-5908  
Email: [veroneau@jbbrown.com](mailto:veroneau@jbbrown.com)

**Applicant:**

101 York Street, LLC  
c/o Vin Veroneau  
36 Danforth Street  
Portland, ME 04101  
Phone: (207) 774-5908  
Email: [veroneau@jbbrown.com](mailto:veroneau@jbbrown.com)

Note: Evidence of the owner's and applicant's right, title, and interest in the property is included in Section 4 of the General Submissions

**Design/Build Firm/Architect/Authorized Agent:**

Opechee Construction Corporation  
c/o Barry Stowe  
11 Corporate Drive  
Belmont, NH 03220  
Phone: (603) 527-9090  
Email: [barrys@opechee.com](mailto:barrys@opechee.com)

**Civil Engineer:**

Gorrill-Palmer  
c/o Al Palmer  
PO Box 1237, 15 Shaker Road  
Gray, Maine 04039  
(207) 657-6910  
Email: [APalmer@gorrillpalmer.com](mailto:APalmer@gorrillpalmer.com)

**Landscape Architect:**

Elm Grove Property Solutions, LLC  
c/o Kerry Schleyer  
1910 Elm St.  
Manchester, NH 03104  
Phone: (603) 232-0428  
Email: [kerryschleyer@me.com](mailto:kerryschleyer@me.com)

# **GENERAL SUBMISSIONS**

## **1. Application forms**

- Letter of authorization from J.B. Brown & Sons and 101 York Street, LLC
- The Site Plan Development Review Application has been completed and is attached.
- The City of Portland Wastewater Capacity Application is attached.
- Historic Preservation Application for Certificate of Appropriateness



**J.B. Brown & Sons**  
PO Box 207, 36 Danforth Street  
Portland, ME 04112


August 6, 2015


Re: Permitting Authorization Letter  
Mixed-Use Building & Parking Garage  
85-101 York Street

To whom it may concern,

Opechee Construction Corporation and its employees are hereby authorized to submit applications, related plans and documents, and to appear before any boards/committees and other officials, with respect to obtaining development approvals for a proposed mixed-use building and parking garage at 85-101 York Street, Portland, Maine.

Sincerely,

  
\_\_\_\_\_  
Land Owner: J.B. Brown & Sons  
Vincent P. Veroneau, President

  
\_\_\_\_\_  
Applicant: 101 York Street, LLC  
Vincent P. Veroneau, manager



Jeff Levine, AICP, Director  
Planning & Urban Development Department

### **Electronic Signature and Fee Payment Confirmation**

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

Applicant Signature: 

08-17-2015

Date:

08-17-2015

Date:

I have provided digital copies and sent them on:

NOTE: All electronic paperwork must be delivered to [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov) or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3<sup>rd</sup> Floor, Room 315.



## Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department  
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

### Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

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

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

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

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

#### Planning Division

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

#### Office Hours

Monday thru Friday  
8:00 a.m. – 4:30 p.m.

PROJECT NAME: York Street Mixed Use Building

PROPOSED DEVELOPMENT ADDRESS:  
85 - 101 York Street

**PROJECT DESCRIPTION:**

Proposed 5-story mixed-use building and a two level 207 space parking structure.  
Flexible commercial space on the first floor and condominiums on the upper floors

CHART/BLOCK/LOT: 40/C/ 3, 4, 5, 9,18, PRELIMINARY PLAN n/a (date)  
22, 25, 33 FINAL PLAN 08-14-2015 (date)  
& High Court St.

**CONTACT INFORMATION:**

<b>Applicant – must be owner, Lessee or Buyer</b> Name: <u>101 York Street, LLC</u> <u>c/o Vincent Veroneau</u> Business Name, if applicable: Address: <u>PO Box 207, 36 Danforth Street</u> City/State : <u>Portland, ME</u> Zip Code: <u>04112</u>	<b>Applicant Contact Information</b> Work # <u>(207) 774-5908</u> Home# Cell # Fax# <u>(207) 774-0898</u> e-mail: <u>veroneau@jbbrown.com</u>
<b>Owner – (if different from Applicant)</b> Name: <u>J.B. Brown &amp; Sons</u> <u>c/o Vincent Veroneau</u> Address: <u>PO Box 207, 36 Danforth Street</u> City/State : <u>Portland, ME</u> Zip Code: <u>04112</u>	<b>Owner Contact Information</b> Work # <u>(207) 774-5908</u> Home# Cell # Fax# <u>(207) 774-0898</u> e-mail: <u>veroneau@jbbrown.com</u>
<b>Agent/ Representative</b> Name: <u>Opechee Construction Corporation</u> <u>c/o Barry Stowe</u> Address: <u>11 Corporate Drive</u> City/State : <u>Belmont, NH</u> Zip Code: <u>03220</u>	<b>Agent/Representative Contact information</b> Work # <u>(603) 527-9090</u> Cell # e-mail: <u>barrys@opechee.com</u>
<b>Billing Information</b> Name: <u>Opechee Construction Corporation</u> <u>c/o Geoff Gray</u> Address: <u>11 Corporate Drive</u> City/State : <u>Belmont, NH</u> Zip Code: <u>03220</u>	<b>Billing Information</b> Work # <u>(603) 527-9090</u> Cell # Fax# <u>(603) 527-9191</u> e-mail: <u>geoffg@opechee.com</u>

<b>Engineer</b> Name: <b>Gorrill-Palmer Consulting Engineers c/o Al Palmer</b> Address: <b>PO Box 1237, 15 Shaker Road</b> City/State : <b>Gray, ME</b> Zip Code: <b>04039</b>	<b>Engineer Contact Information</b> Work # <b>(207) 657-6910</b> Cell # _____ Fax# _____ e-mail: <b>APalmer@gorrillpalmer.com</b>
<b>Surveyor</b> Name: <b>Owen Haskell, Inc. c/o John Schwanda</b> Address: <b>390 US Route 1</b> City/State : <b>Falmouth, ME</b> Zip Code: <b>04105</b>	<b>Surveyor Contact Information</b> Work # <b>(207) 774-0424</b> Cell # _____ Fax# <b>(207) 774-0511</b> e-mail: <b>jschwanda@owenhaskell.com</b>
<b>Architect</b> Name: <b>Opechee Construction Corporation c/o Keith Kelley</b> Address: <b>11 Corporate Drive</b> City/State : <b>Belmont, NH</b> Zip Code: <b>03220</b>	<b>Architect Contact Information</b> Work # <b>(603) 527-9090</b> Cell # _____ Fax# <b>(603) 527-9191</b> e-mail: <b>keithk@opechee.com</b>
<b>Attorney</b> Name: <b>Verrill Dana L.L.P. c/o David L. Galgay, Jr., Partner</b> Address: <b>One Portland Square</b> City/State : <b>Portland, ME</b> Zip Code: <b>04112</b>	<b>Attorney Contact Information</b> Work # <b>(207) 774-4000, x4514</b> Cell # _____ Fax# _____ e-mail: <b>dgalgay@verrilldana.com</b>

**APPLICATION FEES:**

**Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)**

<b>Level III Development (check applicable reviews)</b> <input type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input checked="" type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)  <b>Plan Amendments (check applicable reviews)</b> <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500)  The City invoices separately for the following: <ul style="list-style-type: none"> <li>• Notices (\$.75 each)</li> <li>• Legal Ad (% of total Ad)</li> <li>• Planning Review (\$40.00 hour)</li> <li>• Legal Review (\$75.00 hour)</li> </ul> Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	<b>Other Reviews (check applicable reviews)</b> <input type="checkbox"/> Traffic Movement (\$1,000) <input checked="" type="checkbox"/> Stormwater Quality (\$250) <input checked="" type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots ___ x \$25/lot = _____ <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input checked="" type="checkbox"/> Historic Preservation
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**APPLICATION SUBMISSION:**

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City's website at <http://me-portland.civicplus.com/764/Electronic-Plan-and-Documents-Submittal>
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Building Inspections Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:


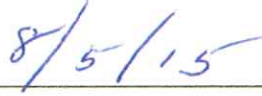
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
  - a. Application form that is completed and signed.
  - b. Cover letter stating the nature of the project.
  - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

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

**APPLICANT SIGNATURE:**

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 
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## PROJECT DATA

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

<b>Total Area of Site</b>	Parcel: 72,930 sq. ft.
<b>Proposed Total Disturbed Area of the Site</b>	77,510 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland.	
<b>Impervious Surface Area</b>	
Impervious Area (Total Existing)	64,836 sq. ft.
Impervious Area (Total Proposed)	66,072 sq. ft.
<b>Building Ground Floor Area and Total Floor Area</b>	
Building Footprint (Total Existing)	6,075 sq. ft.
Building Footprint (Total Proposed)	17,505 sq. ft.
Building Floor Area (Total Existing)	11,650 sq. ft.
Building Floor Area (Total Proposed)	97,565 sq. ft.
<b>Zoning</b>	
Existing	B-3
Proposed, if applicable	n/a
<b>Land Use</b>	
Existing	Restaurant, parking, office
Proposed	Flexible mixed-use commercial
<b>Residential, If applicable</b>	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	63
# of Lots (Total Proposed)	1
# of Affordable Housing Units (Total Proposed)	0
<b>Proposed Bedroom Mix</b>	
# of Efficiency Units (Total Proposed)	0
# of One-Bedroom Units (Total Proposed)	19 (31%)
# of Two-Bedroom Units (Total Proposed)	40 (63%)
# of Three-Bedroom Units (Total Proposed)	4 (6%)
<b>Parking Spaces</b>	
# of Parking Spaces (Total Existing)	
# of Parking Spaces (Total Proposed)	211
# of Handicapped Spaces (Total Proposed)	8
<b>Bicycle Parking Spaces</b>	
# of Bicycle Spaces (Total Existing)	14
# of Bicycle Spaces (Total Proposed)	20 (33 required - see waiver)
<b>Estimated Cost of Project</b>	Approximately \$18 Million

## FINAL PLAN - Level III Site Plan

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X	X	1	* Completed Application form
T.B.D.	X	1	* Application fees
X	X	1	* Written description of project
X	X	1	* Evidence of right, title and interest
n/a	NONE	1	* Evidence of state and/or federal permits
X	X	1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X	X	1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X	X	1	* Evidence of financial and technical capacity
X	X	1	Construction Management Plan
X	X	1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X	X	1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X	X	1	Stormwater management plan and stormwater calculations
X	X	1	Written summary of project's consistency with related city master plans
X	ALL SURVEY?	1	Evidence of utility capacity to serve
X	X	1	Written summary of solid waste generation and proposed management of solid waste
X	X	1	A code summary referencing NFPA 1 and all Fire Department technical standards
X	X	1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
X	X	1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.



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

- Continued on next page -

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

# CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

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



Mr. Frank J. Brancely,  
Senior Engineering Technician,  
Phone #: (207) 874-8832,  
Fax #: (207) 874-8852,  
E-mail: fjb@portlandmaine.gov

Date: August 14, 2015

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

Site Address: 85 & 101 York Street 40-C: 3, 4, 5, 9, 18,  
Chart Block Lot Number: 21, 22, 25, 33 and  
High Street Court

Proposed Use: mixed-use commercial tenant space

Previous Use: restaurant, parking, office

Existing Sanitary Flows: 3,880 GPD

Existing Process Flows: n/a GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.  
Existing 36" sewer main in York Street

Site Category	Commercial (see part 4 below) Industrial (complete part 5 below) Governmental Residential Other (specify)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
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*(Clearly, indicate the proposed connections, on the submitted plans)*

**2. Please, Submit Contact Information.**

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

Owner/Developer Name: 101 York Street, LLC / J.B. Brown & Sons

Owner/Developer Address: 36 Danforth Street, Portland, ME 04101-4502

Phone: 207-774-5908 Fax: 207-774-0898 E-mail: veroneau@jbbrown.com

Engineering Consultant Name: Gorrill-Palmer

Engineering Consultant Address: 15 Shaker Road, Gray, ME 04039

Phone: 207-657-6910 Fax: n/a E-mail: APalmer@gorrillpalmer.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: 17,790 GPD

Peaking Factor/ Peak Times: 6am to 8am

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) see attached)

*(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:

The first floor is flexible commercial space and its tenants is undetermined.

Size of External Grease Interceptor:

Retention Time:

If a restaurant is proposed, the grease trap will be an in-kitchen device.

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** not applicable

Estimated Industrial Process Wastewater Flows Generated:

\_\_\_\_\_ GPD

Do you currently hold Federal or State discharge permits?

Yes \_\_\_\_\_ No \_\_\_\_\_

Is the process wastewater termed categorical under CFR 40?

Yes \_\_\_\_\_ No \_\_\_\_\_

OSHA Standard Industrial Code (SIC):

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

Peaking Factor/Peak Process Times:

\_\_\_\_\_

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

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

Notes, Comments or Calculation

[See attached calculation my Gorrill-Palmer](#)



JOB	York Street Mixed Use Development		
SHEET NO.	I	OF	2
CALCULATED BY	CEH	DATE	8/6/2015
CHECKED BY	AMP	DATE	8/7/2015
SCALE	None		

**Task:** Compute Existing Design Flow for the York Street space based on Table 4C of the Maine Subsurface Wastewater Disposal Rules for comparison to the Proposed Flow

**Assumptions:** Facility Information (Office Space, Restaurant Capacity) Provided by Opechee Construction  
Table 4C of the Maine Subsurface Wastewater Disposal Rules

**Existing Use:** 101 York Street - 1,300 sf Eating Place - Assumed 2 Meals per day, Assumed 20 Employees Per Day  
85 York Street - 1,300 sf Eating Place - Assumed 2 Meals per Day, 15 Employees Per Day  
- 9,000 sf Office Space - Assumed 45 Employees Per Day

**Wastewater Flow Per Use:**

Office Space- Place of Employment with no showers	12	gpd/employee			
101 York St Eating Place	20	gpd/seat (2 meals)	plus	12	gpd/employee
85 York St Eating Place	20	gpd/seat (2 Meals)	plus	12	gpd/employee

**Calculations:** See Below

**Conclusion:** Based on current DHS Methodolgy (Facility Usage) the current Design Flow is **3,880** gallons/day  
Existing Design Flow is less than proposed design flow.

**Water Use Calculations Based on Facility Usage**

Per Table 4C of the Maine Subsurface Wastewater Disposal Rules

**85 York St Office Space**

Number of Employees	45	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	<u>540</u>	gallons/day	
<b>Subtotal Design Flow</b>	<b>540</b>	<b>gallons/day</b>	

**85 York St Eating Place**

Number of Seats	56	(Per Opechee)	
Flow Rate	20	gpd/seat	Per Table 4C
Subtotal	<u>1,120</u>	gallons/day	
Number of Employees	15	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	<u>180</u>	gallons/day	
<b>Subtotal Design Flow</b>	<b>1,300</b>	<b>gallons/day</b>	

**101 York St Eating Place**

Number of Seats	90	(Per Opechee)	
Flow Rate	20	gpd/seat	Per Table 4C
Subtotal	<u>1,800</u>	gallons/day	
Number of Employees	20	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	<u>240</u>	gallons/day	
<b>Subtotal Design Flow</b>	<b>2,040</b>	<b>gallons/day</b>	

**Total Design Flow**                      **3,880**    gallons/day



JOB	York Street Mixed Use Development		
SHEET NO.	2	OF	2
CALCULATED BY	CEH	DATE	8/10/2015
CHECKED BY	AMP	DATE	8/10/2015
SCALE	None		

**Task:** Compute Proposed Design Flow for York Street based on Tables 4A and 4C of the Maine Subsurface Wastewater Disposal Rules for comparison to the Existing Flow

**Assumptions:** Facility Information (Retail/Restaurant Space, Number of Condominiums) Provided by Opechee Construction Tables 4A and 4C of the Maine Subsurface Wastewater Disposal Rules

**Proposed Use:** Condominiums - Four stories, 59 two-bedroom units and 4 three-bedroom units

Eating Place - 7,000 sf- Assumed 175 seats, 30 employees per day

Specialty Retail- 9,555 sf- Assumed 5 spaces at 8 Employees per space/day= 40 employees/day

**Wastewater Flow Per Use:**

2 Bedrooms or less	180	gpd/dwelling unit			
3 Bedroom	270	gpd/dwelling unit			
Eating Place	30	gpd/seat (3 Meals)	plus	12	gpd/employee
Specialty Retail- Place of Employment with no showers	12	gpd/employee			

**Calculations:** See Below

**Conclusion:** Based on current DHS Methodolgy (Facility Usage) the proposed Design Flow is **17,790** gallons/day  
Proposed Design Flow is greater than the existing flow

**Water Use Calculations Based on Facility Usage**

Per Table 4C of the Maine Subsurface Wastewater Disposal Rules

**2 Bedroom or less**

Number of Condos	59	(Per Opechee)	
Flow Rate	180	gpd/bed	Per Table 4A
Subtotal	10,620	gallons/day	

**Subtotal Design Flow 10,620 gallons/day**

**3 Bedroom**

Number of Condos	4	(Per Opechee)	
Flow Rate	270	gpd/seat	Per Table 4A
Subtotal	1,080	gallons/day	

**Subtotal Design Flow 1,080 gallons/day**

**Eating Place**

Number of Seats	175	(Assumed)	
Flow Rate	30	gpd/seat	Per Table 4C
Subtotal	5,250	gallons/day	

Number of Employees	30	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	360	gallons/day	

**Subtotal Design Flow 5,610 gallons/day**

**Specialty Retail**

Number of Employees	40	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	480	gallons/day	

**Subtotal Design Flow 480 gallons/day**

**Total Design Flow 17,790 gallons/day**



Date: 08-14-2015

**HISTORIC PRESERVATION**  
**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS**

Pursuant to review under the City of Portland's Historic Preservation Ordinance (Chapter 14, Article IX of the Portland City Code), application is hereby made for a Certificate of Appropriateness for the following work on the specified historic property:

**PROJECT ADDRESS:**

27 High Street

**CHART/BLOCK/LOT:** 08-14-2015 (for staff use only)

**PROJECT DESCRIPTION:** Describe below each major component of your project. Describe how the proposed work will impact existing architectural features and/or building materials. If more space is needed, continue on a separate page. Attach drawings, photographs and/or specifications as necessary to fully illustrate your project—see following page for suggested attachments.

101 York Street, LLC (a subsidiary company of J.B. Brown & Sons) is proposing a mixed-use development at the corner of York Street and High Street in the B-3 zone. The proposal is a 5-story building that will provide approximately 17,000 sq.ft. of flexible commercial on the first floor and 63 residential apartments on the upper 4 floors. Also, the development will include a 2-level parking structure with 211 total spaces in the back of the 5-story structure. As it relates to the Historic District, 27 High Street is under the common ownership with the project a lot line adjustment to property lines is proposed. In addition, the proposal is to raze and exising brick paver patio and planters on 27 High Street to provide a landscape buffer and a new brick patio area to be shared with the proposed project. Please see the attached hardscape plans for a graphic representation of the proposed improvements and the attached photo graphs for the previous and current conditions. Also, please note that in reviewing aerial photos of 27 High Street, the existing hardscape and planters was installed some time after 2008 when J.B. Brown purchased 101 York Street. Previously to those improvements, the area was deteriorated bituminous pavement, lawn, and weeds.

**CONTACT INFORMATION:**

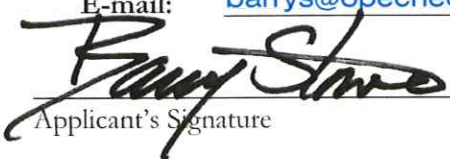
**APPLICANT** 101 York Street, LLC  
Name: c/o Vincent Veroneau  
Address: PO Box 207, 36 Danforth Street  
Portland, ME  
Zip Code: 04112  
Work #: (207) 774-5908  
Cell #: \_\_\_\_\_  
Fax #: (207) 774-0898  
Home: \_\_\_\_\_  
E-mail: veroneau@jbbrown.com

**PROPERTY OWNER** J.B. Brown & Sons  
Name: c/o Vincent Veroneau  
Address: PO Box 207, 36 Danforth Street  
Portland, ME  
Zip Code: 04112  
Work #: (207) 774-5908  
Cell #: \_\_\_\_\_  
Fax #: (207) 774-0898  
Home: \_\_\_\_\_  
E-mail: veroneau@jbbrown.com

**BILLING ADDRESS**  
Name: Opechee Construction Corporation  
Address: 11 Corporate Drive  
Belmont, NH  
Zip: \_\_\_\_\_  
Work #: (603) 527-9090  
Cell #: \_\_\_\_\_  
Fax #: (603) 527-9191  
Home: \_\_\_\_\_  
E-mail: barrys@opechee.com

**Agent/**  
**ARCHITECT** Opechee Construction Corporation  
Name: c/o Keith Kelley  
Address: 11 Corporate Drive  
Belmont, NH  
Zip: 03220  
Work #: (603) 527-9090  
Cell #: \_\_\_\_\_  
Fax #: (603) 527-9191  
Home: \_\_\_\_\_  
E-mail: keithk@opechee.com

**CONTRACTOR** Opechee Construction Corporation  
Name: c/o Barry Stowe  
Address: 11 Corporate Drive  
Belmont, NH  
Zip Code: 03220  
Work #: (603) 527-9090  
Cell #: \_\_\_\_\_  
Fax #: (603) 527-9191  
Home: \_\_\_\_\_  
E-mail: barrys@opechee.com

  
Applicant's Signature

  
Owner's Signature (if different)

Authorized Agent by Applicant and Owner:  
Opechee Construction Corporation  
Barry Stowe  
(see attached authorization letter)



## Activities Requiring Approval in Historic Districts

If your property is located within a historic district or is an individually designated historic structure, it is necessary to receive approval before proceeding with any exterior alteration, construction activity or site improvement that will be visible from a public way. Following is a list of activities requiring review.

**Please check all those activities that apply to your proposed project.**

### Alterations and Repair

- Window and door replacement, including storms/screens
- Removal and/or replacement of architectural detailing (for example porch spindles and columns, railings, window moldings, and cornices)
- Porch replacement or construction of new porches
- Installation or replacement of siding
- Masonry work, including repointing, sandblasting, chemical cleaning, painting where the masonry has never been painted, or conversely, removal of paint where the masonry historically has been painted
- Installation or replacement of either roofing or gutters when they are a significant and integral feature of the structure
- Alteration of accessory structures such as garages

### Additions and New Construction

- New Construction
- Building additions, including rooftop additions, dormers or decks
- Construction of accessory structures
- Installation of exterior access stairs or fire escapes
- Installation of antennas and satellite receiving dishes
- Installation of solar collectors
- Rooftop mechanicals

### Signage and Exterior Utilities

- Installation or alteration of any exterior sign, awning, or related lighting
- Exterior lighting where proposed in conjunction with commercial and institutional signage or awnings
- Exterior utilities, including mechanical, plumbing, and electrical, where placed on or near clearly visible facades

### Site Alterations

- Installation or modification of site features other than vegetation, including fencing, retaining walls, driveways, paving, and re-grading

### Moving and Demolition

- Moving of structures or objects on the same site or to another site
- Any demolition or relocation of a landmark contributing and/or contributing structure within a district

***Note: Your project may also require a building permit. Please call Building Inspections (874-8703) to make this determination.***

## ATTACHMENTS

To supplement your application, please submit the following items, *as applicable to your project*. Keep in mind that the information you provide the Historic Preservation Board and staff is the only description they will have of your project or design. Therefore, it should precisely illustrate the proposed alteration(s).

- Exterior photographs (required for all applications.) Include general streetscape view, view of entire building & close-ups of affected area.
- Sketches or elevation drawings at a minimum 1/4" scale. Please label relevant dimensions. All plans shall be submitted in 11" x 17" format except for major projects, where 22" x 34" plans are requested. Applicants for major projects should submit one (1) 11" x 17" copy for scanning purposes.
- Details or wall sections, where applicable.
- Floor plans, where applicable.
- Site plan showing relative location of adjoining structures.
- Catalog cuts or product information (e.g. proposed windows, doors, lighting fixtures, fencing)
- Materials - list all visible exterior materials. Samples are helpful.
- Other(explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have any questions or need assistance in completing this form, please contact Historic Preservation staff: Deb Andrews (874-8726, [dga@portlandmaine.gov](mailto:dga@portlandmaine.gov)) or Rob Wiener (756-8023), [rwiener@portlandmaine.gov](mailto:rwiener@portlandmaine.gov))

**Please return this form, application fee (see attached fee schedule), and related materials to:**

Historic Preservation Program  
Department of Planning and Urban Development  
Portland City Hall, 4<sup>th</sup> Floor  
389 Congress Street  
Portland, ME 04101

## Application Deadlines for Historic Preservation Board Review 2015

The Historic Preservation Board meets on the first and third Wednesday of each month (except where national holidays require a change in schedule.) Meetings begin at 5:00 and are held in Room 209 of City Hall. Please confirm meeting time and location before your meeting, as unforeseen changes may occur.

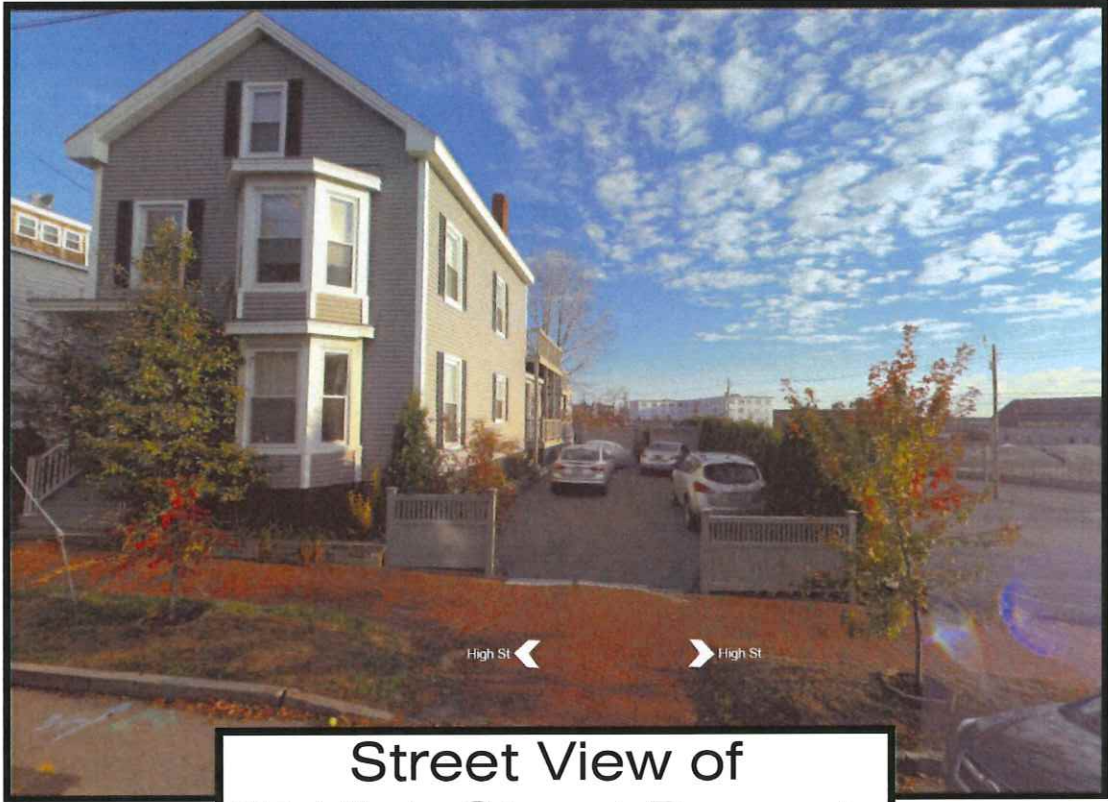
In order for your proposal to be scheduled for a Historic Preservation Board meeting, **one (1) paper copy as well as one (1) digital copy (see digital requirements on page \_\_\_\_)** of the application and supporting materials are required for Board reviews. **These materials must also be accompanied by the application fee (see chart for fee structure).** The completed application must be received by the Planning Division **no later than two weeks prior to the scheduled meeting.** (See application deadlines below.) Applications received after the deadline will be considered for a subsequent meeting.

Application Deadline	2015 Meeting Dates	
December 23, 2013	January 7	
January 7	January 21	
January 21	February 4	
February 4	February 18	
February 18	March 4	
March 4	March 18	
March 18	April 1	
April 1	April 15	
April 15	May 6	
May 6	May 20	
May 20	June 3	
June 3	June 17	
June 17	July 1	
July 1	July 15	
July 22	August 5	<i>Note: only 1 meeting in August</i>
August 19	September 2	
September 2	September 16	
September 16	October 7	
October 7	October 21	
October 21	November 4	
November 4	November 18	
November 18	December 2	<i>Note: only 1 meeting in December</i>

*Note: Submission of an application by the deadline does not guarantee that you will be on the next meeting agenda. If the Planning Division receives more applications than can be reasonably reviewed in one meeting, staff reserves the option of postponing some items to the following meeting.*

Proposed  
Mixed-Use Building & Parking Garage  
101 York Street LLC





Street View of  
27 High Street Property

## **2. Application fees**

Once the application has been delivered to the Building Inspections Office, Opechee Construction Corporation intends to call the Inspections Office within 48 hours and confirm the total application fee amount. Then J.B. Brown & Sons will deliver the payment in the form of a check to the Inspections Office, City Hall, 3<sup>rd</sup> Floor, Room 315.

### 3. Project Description

101 York Street, LLC (a subsidiary company of J.B. Brown & Sons) is proposing a mixed-use development at the corner of York Street and High Street in the B-3 zone. The proposal is a 5-story building that will provide approximately 17,000 sq.ft. of flexible commercial on the first floor and 63 residential apartments on the upper 4 floors. Also, the development will include a 2-level parking structure with 211 total spaces in the back of the 5-story structure. All parking in the garage will be owned by the applicant and will be shared parking for tenants.

The project will redevelop several existing City parcels under the common ownership of J.B. Brown & Sons. The owner will consolidate the existing lots and provide a new division of lots for the redevelopment. The redevelopment will raze two existing buildings, paved & gravel parking, curb cuts, patio areas, and landscaping. As it relates to parking, 95 existing parking spaces will be redeveloped into 211 parking spaces for a net increase of 30 spaces in excess parking on the subject property.

The proposed development has frontage on York Street, High Street, Danforth Street and Maple Street. The lower level garage will have access through the mixed-use building to an existing curb cut off York Street. The upper level parking in the garage will have access from an existing curb cut and new driveway off Danforth Street. In addition, the new driveway off from Danforth Street will be shared with the existing multifamily residence at 78 Danforth Street. 78 Danforth will release their rights over the private way known as High Street Court. It should be noted that project will remove (2) existing curb cuts on York Street and (1) curb cut on High Street in the post-development condition.

The redevelopment proposal will provide significant streetscape improvements along York Street and at the intersection with High Street. Improvements will include, but not limited to, building exterior, brick sidewalks, granite curbing, curb ramps, street trees and landscaped planters. In addition, the project will provide improvements to the existing infrastructure such as a majority of stormwater runoff will now be separated from the sewer and discharged to the newly installed drainage in High Street. Also, several existing overhead electric services will be removed and the new project services will be underground.

Also, the project provides some site improvements on the 27 High Street parcel in the R-6 zone and within the Historic District. These improvements will be related to hardscape and landscape only as the existing multi-family residences will share a proposed patio space with the new condominiums.

Easements are being proposed with the abutters located 78 Danforth Street and 75 York Street. The project requires the temporary access rights for construction and permanent access rights for shared utilities and driveways.

#### 4. Evidence of right, title and interest

The record owner of the subject property is J B Brown & Sons. Deeds granting the subject property to the applicant are the following:

- Book 4842 Page 336; 66-68 Danforth Street; Tax Lot 40-C-3 & 4
- Book 4156 Page 65; 60 Danforth Street; Tax Lot 40-C-5 & 9
- Book 34531 Page 339; 11 High Street Court; Tax Lot 40-C-18
- Book 27156 Page 179; 85 York Street; Tax Lot 40-C-25
- Book 24127 Page 341; 13 High Street Court; Tax Lot 40-C-33
- Book 24372 Page 292; 27 High Street; Tax Lot 40-C-21
- Book 26143 Page 287; 101 York Street; Tax Lot 40-C-22

A copies of all the deeds are attached.



4842/336

QUITCLAIM DEED  
With Covenant  
Corporate Grantor

40-C-3,4  
66-68 Danforth

Known all Men by these Presents,

That DORSE CORPORATION, sometimes known as THE DORSE CORPORATION,  
a Corporation organized and existing under the laws of the State of Maine  
and having a place of business at Portland  
in the County of Cumberland and State of Maine,  
in consideration of One Dollar (\$1.00) and other valuable consideration,  
paid by J. B. BROWN & SONS, a Corporation organized and existing  
under the laws of the State of Maine and having a place of business  
at said Portland  
whose mailing address is 482 Congress Street, Portland, Maine

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey,  
and forever quitclaim unto the said J. B. BROWN & SONS, its successors and  
assigns forever,

~~beginning and assigns forever~~  
A certain lot or parcel of land, with the buildings thereon, situated  
on the southeasterly side of Danforth Street in said Portland, bounded  
and described as follows: Beginning at a stake standing on the north-  
easterly corner of land formerly owned by the late William Merrill;  
thence southeasterly adjoining said Merrill's land about 102 feet to  
a lane; thence on said lane 47 feet; thence running parallel with  
said Merrill's land about 102 feet to Danforth Street; thence by  
said Danforth Street 47 feet to the bounds first mentioned.

Also, another certain lot or parcel of land situated on the south-  
easterly side of Danforth Street in said Portland, being bounded  
and described as follows: Beginning on the southeasterly side of  
said Danforth Street at the northeasterly corner of land formerly  
of Michael F. Flaherty, being the parcel hereinabove described;  
thence running southeasterly by the parcel hereinabove described 102  
feet, more or less, to the northwesterly line of High Street Court;  
thence running northeasterly by the northwesterly line of High Street  
Court to the intersection of the northwesterly line of High Street  
Court and the southwesterly line of a right of way known as Palermo  
Road; thence running northwesterly by the southwesterly line of said  
Palermo Road 102 feet, more or less, to the southeasterly side of  
Danforth Street; thence running southwesterly by the southeasterly  
side of said Danforth Street to the northeasterly corner of the parcel  
first hereinabove described and the point of beginning.

Being the same premises conveyed to the Grantor by Mark Slotsky by  
Deed dated September 5, 1972 and recorded in the Cumberland County  
Registry of Deeds in Book 3293, Page 21.

This conveyance is made subject to real estate taxes of the City  
of Portland for the municipal tax year July 1, 1981 through and in-  
cluding June 30, 1982.

40-C-3, 4  
66-68 Danforth

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said J. B. BROWN & SONS, its successors and assigns forever.

~~XXXXXXXXXXXX~~

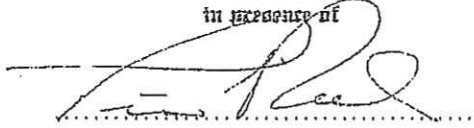
And the said Grantor Corporation does covenant with the said J. B. BROWN & SONS, its successors and

~~assigns~~ that it will warrant and defend the premises to the said Grantee its successors ~~and~~ assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said DORSE CORPORATION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Dorothy C. DeCosta, its President

thereunto duly authorized, this 25<sup>th</sup> day of the month of August A.D. 19 81.

Signed, Sealed and Delivered in presence of



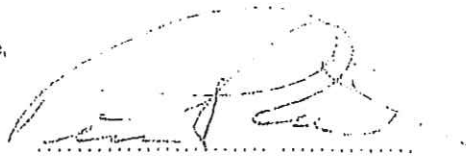
DORSE CORPORATION  
(Corporate Name)

By Dorothy C. DeCosta  
its President

State of Maine, County of Cumberland ss. August 25<sup>th</sup> 1981

Then personally appeared the above named Dorothy C. DeCosta, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Corporation.

Before me,



AUG 25 1981

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
Received at 4 0 3 1/2 PM and recorded in  
BOOK 4842 PAGE 226

Justice of the Peace  
Notary Public  
Attorney at Law

4156/65

4156/65

40-C-59  
Geo. Bonfanti, Jr.

Know all Men by these Presents,

That MAINE NATIONAL BANK, a national banking association created and existing under the laws of the United States of America and having its principal place of business in Portland in the County of Cumberland and State of Maine,

~~AND CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE~~

~~OF~~

~~MAINE~~

~~IN THE COUNTY OF~~

~~AND STATE OF~~

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by J. B. BROWN & SONS, a corporation created and existing under the laws of the State of Maine and having its principal place of business in Portland in the County of Cumberland and State of Maine,

the receipt whereof it does hereby acknowledge, does hereby grant,

release, bargain, sell and convey, and forever quit-claim unto the said J. B. Brown & Sons, its successors

with and assigns forever,

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

- Beginning at the intersection of the southeasterly sideline of Danforth Street and the southwesterly sideline of Maple Street;
- Thence southeasterly by the southwesterly sideline of Maple Street one hundred thirteen and forty hundredths (113.40) feet, more or less, to land now or formerly of James E. McBrady & Son, Inc.;
- Thence southwesterly by said McBrady land to a corner thereof;
- Thence southeasterly by said McBrady land eighty-seven and seven hundredths (87.07) feet, more or less, to a corner thereof and the northwesterly sideline of York Street;
- Thence southwesterly by said northwesterly sideline of York Street one hundred fifteen and twelve hundredths (115.12) feet, more or less, to land now or formerly of Joseph S. Pio;
- Thence northwesterly by said Pio land one hundred fifty-two and forty hundredths (152.40) feet, more or less, to a corner thereof;
- Thence southwesterly by said Pio land seventy-five (75) feet, more or less, to a corner thereof;
- Thence continuing southwesterly by the southeasterly or rear line of the premises conveyed to Neilmark Corp. by deed of Margaret P. Connelley dated January 6, 1964 and recorded in the Cumberland County Registry of Deeds in Book 2796, Page 483 to a corner thereof;
- Thence northwesterly by the southeasterly sideline of said Connelley land to said southeasterly sideline of Danforth Street;
- Thence northeasterly by said southeasterly sideline of Danforth Street to the point of beginning.

Being the same premises conveyed to Tom Green, Inc. by Neilmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3100 Page 322.

Also another certain lot or parcel of land together with all buildings thereon situated in Portland in the County of Cumberland and State of Maine and bounded and described as follows:

Beginning on the southeasterly sideline of Danforth Street at the westerly corner of the property conveyed by Neilmark Corp. to Tom Green, Inc. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3100 Page 322.

63

Thence southwesterly by said southeasterly sideline of Danforth Street to Palermo Road, so-called, and sometimes known as King Place;

Thence southeasterly by the northeasterly sideline of Palermo Road one hundred two (102) feet, more or less, to an angle therein and continuing southeasterly by said sideline twenty-five and sixteen hundredths (25.16) feet, more or less, to a corner thereof formed by its intersection with the southeasterly sideline of High Street Court;

35-25

Thence southwesterly by said southeasterly sideline of High Street Court thirty-one and eighty hundredths (31.80) feet, more or less, to an angle therein and continuing southwesterly by said sideline thirty and thirty hundredths (30.30) feet, more or less, to land believed to be now or formerly of Maurice A. Libby and Patricia C. Libby;

31.80

Thence southeasterly by said Libby land one hundred forty-seven (147) feet, more or less, to land believed to be now or formerly of Cities Service Corp;

145.72

Thence northeasterly by said Cities Service Corp. land twenty-nine and eighty-one hundredths (29.81) feet, more or less, to land believed to be now or formerly of Josephine M. Pellett;

29.81

Thence on the following courses by said Pellett land:

Northwesterly fifty-four and fifteen hundredths (54.15) feet, more or less, to a corner thereof;

Thence northeasterly nine and sixty-eight hundredths (9.68) feet, more or less, to a corner thereof;

Thence northwesterly fifteen (15) feet, more or less, to a corner thereof;

Thence northeasterly thirty-eight and fifty-two hundredths (38.52) feet, more or less, to a corner thereof;

Thence southeasterly one hundred twenty-four and ninety-five hundredths (124.95) feet, more or less, to the northwesterly sideline of York Street;

Thence by said northwesterly sideline of York Street northeasterly thirty-four and thirty hundredths (34.30) feet, more or less, to land now or formerly of Joseph S. Pio;

Thence by the southwesterly sideline of said land of Joseph S. Pio northwesterly one hundred fifteen (115) feet, more or less, to an angle therein and continuing northwesterly by said sideline sixty-six and ninety-three hundredths (66.93) feet, more or less, to a corner thereof;

Thence by the property conveyed by Neilmark Corp. to Inn Crowd, Inc. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3406, Page 322 southwesterly to a corner thereof and thence northwesterly by said property to the southeasterly sideline of Danforth Street and the point of beginning.

Being the same premises conveyed to Inn Crowd, Inc. by Neilmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3406, Page 325.

Meaning and intending to convey and hereby conveying the same premises conveyed to Maine National Bank by Inn Crowd, Inc. by mortgage deed, dated January 23, 1976 and recorded in said Registry of Deeds in Book 3738, Page 127. Said mortgage was foreclosed by Maine National Bank and sold to Maine National Bank pursuant to a Judgement of Foreclosure and Sale entered in the Cumberland County Superior Court, located in Portland, Maine on July 1, 1977. Said deed to Maine National Bank was dated November 9, 1977 and recorded in said Registry of Deeds in Book 4130, Page 21.

60 Dumb. 18. 1877

40-c-5

~~On Grant and in Hold~~ the same, together with all the privileges and appurtenances thereunto belonging, to the said J. B. Brown & Sons, its successors

~~HEIR~~ and Assigns forever.

And the said Grantor Corporation does covenant with the said J. B. Brown & Sons, its successors

~~HEIR~~ and Assigns, that it will warrant and Warrant Defend the premises to the said Grantee, its successors ~~HEIR~~ and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said Maine National Bank

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Robert H. Harris, Jr., its Vice President thereunto duly authorized, this thirtieth day of December in the year one thousand nine hundred and seventy-seven.

Signed, Sealed and Delivered in presence of

50

*[Handwritten signature]*

MAINE NATIONAL BANK

By *[Handwritten signature]*

Its Vice President

(Corporate Seal)

State of Maine. } ss.  
Cumberland

December 30, 1977

Personally appeared the above named Robert H. Harris, Jr., Vice President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

DEC 30 1977

*[Handwritten signature]*  
Notary Public.

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at *[Handwritten]* H. H. and recorded in  
Date *[Handwritten]*

40-C-18  
11 High St. Ct.

72257 BK-74551 Per 339

QUITCLAIM DEED WITH COVENANT  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that I, Richard D. Cawley, a resident of Baldwinsville, County of Onondaga and State of New York, for consideration paid, GRANT to J. B. Brown & Sons, a Maine corporation, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, with QUITCLAIM COVENANTS, the land in Portland, County of Cumberland and State of Maine, bounded and described as follows:

PLEASE SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the said Richard D. Cawley has caused this instrument to be signed and sealed this 30<sup>th</sup> day of October, 2006.

MAINE REAL ESTATE TAX PAID

[Signature]  
Witness

[Signature]  
Richard D. Cawley

State of New York  
County of Onondaga ss.

October - 30, 2006

Personally appeared the above named Richard D. Cawley and acknowledged the foregoing to be his free act and deed.

Before me,

JOHN M. DELANEY  
Notary Public, State of New York  
Qualified in Onon. Co. No. 34-4511724  
My Commission Expires 10/31/09

[Signature]  
Notary Public/Attorney at Law  
Print Name: John M. Delaney  
Commission expires:

## SCHEDULE A

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

Beginning on said southeasterly side of said High Street Court at the northerly corner of land formerly of Bessie O. Farley; thence running northeasterly by said High Street Court, sixty-three and five tenths (63.5) feet to land conveyed by Chella M. Kelley to William W. Gallagher, et al, by deed dated September 8, 1944 and recorded in the Cumberland County Registry of Deeds in Book 1757, Page 70; thence southeasterly by said Gallagher land, one hundred forty-three and seven tenths (143.7) feet, more or less, to land formerly of Dugan; thence southwesterly by said Dugan land and land formerly of Bradley, sixty-eight and eight tenths (68.8) feet, more or less, to land formerly of Jacobs; thence northwesterly by said Jacobs land, land formerly of Holland and said Farley land, one hundred forty-three and one-half (143-1/2) feet, more or less, to High Street Court at the point of beginning.

Being the same premises conveyed by Richard D. Cawley, Domiciliary Foreign Personal Representative of the Estate of Steven Lee Cawley, deceased (testate), to Richard D. Cawley by Deed of Distribution by Personal Representative and recorded in the Cumberland County Registry of Deeds at Book 24141, Page 29, also being the same premises conveyed by Michael D. Athearn and Deborah J. Bell to Steven Lee Cawley by warranty deed dated March 16, 1979 and recorded in the Cumberland County Registry of Deeds at Book 4393, Page 98.

Received  
Recorded Register of Deeds  
Nov 02/2006 11:03:35A  
Cumberland County  
John B OBrien

40-C-25

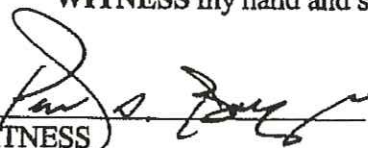
paq desc

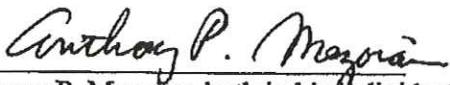
**QUITCLAIM DEED WITH COVENANT**

KNOW ALL PERSONS BY THESE PRESENTS, that ANTHONY P. MEZOIAN, of South Portland, County of Cumberland, State of Maine, and ANTHONY P. MEZOIAN, Trustee, ANN L. MEZOIAN FAMILY TRUST, Article 5, u/t/a dated February 14, 2008, each the holder of a fifty percent (50%) tenant-in-common interest, for consideration paid, grant to J.B. BROWN & SONS, a Maine corporation with a mailing address of 36 Danforth Street, P.O. Box 207, Portland, Maine 04112 with QUITCLAIM COVENANT that certain real property located in Portland, Maine more particularly described in Schedule A annexed hereto and incorporated by reference herein.

MEANING AND INTENDING to describe and convey, and hereby conveying, the same premises conveyed (i) to Anthony P. Mezoian and Ann Lee Mezoian, as joint tenants, by Warranty Deed from Josephine M. Newlander dated November 17, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4842, Page 296, and (ii) to Anthony P. Mezoian in his capacity as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008, by Deed of Distribution by Personal Representative (Testate) from Anthony P. Mezoian in his capacity as the duly appointed and acting personal representative of the Estate of Ann L. Mezoian, dated April 14, 2009 and recorded in said Registry of Deeds in Book 27063, Page 81.

WITNESS my hand and seal this 5<sup>th</sup> day of August, 2009.

  
WITNESS

  
Anthony P. Mezoian, both in his individual capacity and as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008

MAINE REAL ESTATE TAX PAID



**SCHEDULE A**


A certain lot or parcel of land with the buildings thereon, situated on the northerly side of York Street in said Portland, and bounded and described as follows:

Beginning on the northerly side line of said York Street at a point distant thirty- four and three tenths (34.3) feet southwesterly from easterly corner of Catherine Clary's lot purchased of John B. Brown in 1873; thence northwesterly upon a line drawn parallel to and distant three (3) inches from the northeasterly side of the house formerly standing on the lot hereby conveyed to land now or formally of one King; thence southwesterly by said King land to land now or formerly of one Fagan; thence southeasterly by said Fagan's land and land now or formerly of one McQuade to said York Street; thence northeasterly by said York Street sixty-seven and one-third ( $67 \frac{1}{3}$ ) feet to the first bound.

STATE OF MAINE  
CUMBERLAND, SS

August 5<sup>th</sup>, 2009

Personally appeared before me the above-named Anthony P. Mezoian and acknowledged the foregoing to be his free act and deed.

  
Notary Public/Attorney at Law  
Printed Name: David Galgay  
My commission expires: / /

Received  
Recorded Register of Deeds  
Aug 05, 2009 10:37:47A  
Cumberland County  
Pamela E. Lovley

24127/341

40-C-33  
13 High St. Ct.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, THAT BETH GIDEON, of Sammamish, Washington (the "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by J.B. BROWN & SONS, a Maine corporation (the "Grantee"), whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, the receipt whereof the Grantor does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, with Warranty Covenants, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, and being more particularly described as follows:

MAINE REAL ESTATE TAX PAID

Beginning at a stake on the southeasterly side of High Street Court, which stake is sixty-three and five tenths (63.5) feet northeasterly along High Street Court from the northerly corner of land now or formerly of Bessie O. Farley; thence running South 39° 49' East one hundred forty-three and seventh tenths (143.7) feet as surveyed to the lands now or formerly of said Walter M. Durgan; thence northeasterly along this said land now or formerly of said Durgan eighteen and two tenths (18.2) feet to a stake in the southwesterly line of lands now or formerly of Mary E. Fagan; thence North 37° 13' West along the land of said Mary E. Fagan one hundred forty-four (144) feet as surveyed to a stake in said southeasterly side of said High Street Court, which is the westerly corner of the land of said Mary E. Fagan; and thence southwesterly along the said southeasterly side of said High Street Court twenty-four and five tenths (24.5) feet to the point of beginning.

Being the premises conveyed to Beth Gideon by Hildredth & White by Warranty Deed dated November 12, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14304, Page 180.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed under seal this 28<sup>th</sup> day of the month of June, 2006.

WITNESS:

[Signature]

[Signature]  
Beth Gideon

6/28/2006

40-C-21

24372/292

27 High St.

JBB - Purchasing 11/19/2013

Doc# 60750 Bk:24372 Pg: 292

File Number 60663

**WARRANTY DEED**  
Maine Statutory Short Form

MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS, That I/we William D. Nutting and Diana Sue Bartley, formerly known as Diana S. Nutting, of the City/Towns of Saco and Clinton in the State of Maine, for consideration paid, grant(s) to Thomas L. McGinniss whose mailing address is 690 Congress St, Apt 34, Portland, Maine 04102, with WARRANTY COVENANTS, the real property situated in Portland, County of Cumberland and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands(s) and seal(s) this 15th day of September, 2006.

*[Signature]*  
Witness to all

*[Signature]*  
William D. Nutting

*[Signature]*  
William D. Nutting as Attorney in Fact  
for Diana Sue Bartley  
*attorney in fact*

State of Maine  
County of Cumberland, ss.

September 15, 2006

Personally appeared before me the above named William D. Nutting and acknowledged the foregoing instrument to be his/her/their free act and deed and in his said capacity as attorney in fact for Diana Sue Bartley.

*[Signature]*  
Notary Public/Attorney at Law

LESLEY J. WENTWORTH  
Notary Public, Maine  
My Commission Expires November 12, 2006

**EXHIBIT A**  
**(DEED)**

A certain lot or parcel of land situated on the northeasterly side of High Street in Portland, with the buildings thereon, and bounded and described as follows, to wit:

Commencing at the northwesterly corner of land now or formerly belonging to the Estate of J.B. Libby; thence northeasterly on the line of said Libby land eighty (80) feet, more or less, to land now or formerly of James Bradley Estates; thence northerly on the line of said Bradley Estate fifty three (53) feet to land formerly of Nicholas A. Jacobs, deceased; thence westerly on said Jacobs' land eighty (80) feet, more or less, to said High Street; thence southerly on the line of said High Street fifty three (53) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises described in a deed to Diana S. Nutting, now known as Diana Sue Bartley, and William D. Nutting dated August 31, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10995, Page 31.

Received  
Recorded Register of Deeds  
Sep 15 2006 03:24:07P  
Cumberland County  
John B OBrien

Reviewed and Approved: *[Handwritten Signature]*  
*[Handwritten Signature]*  
*[Handwritten Signature]*  
*Don O'Brien in fact*

26143/287

40-C-22  
101 York St.

QUITCLAIM DEED with COVENANT  
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **ALLIANCE ENERGY LLC**, a Massachusetts limited liability company, formerly being a Massachusetts corporation known as **Alliance Energy Corp.**, with a principal place of business in Lexington, Massachusetts, for consideration paid, GRANTS to **HARBORVIEW, LLC**, a Maine limited liability company of Portland, Maine, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, with QUITCLAIM COVENANT, the real estate in the City of Portland, County of Cumberland, and State of Maine, described as follows:

See Schedule A attached hereto.

Being the same premises described in a certain deed from Snow Flake Canning Company and Downeast Energy Corp. to Alliance Energy Corp. dated December 1, 2001, and recorded in the Cumberland County Registry of Deeds in Book 17040, Page 159.

Reference is made to Articles of Entity Conversion filed with the Massachusetts Secretary of the Commonwealth on May 14, 2008.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and scaled on June 18, 2008.

MAINE REAL ESTATE TAX PAID

**ALLIANCE ENERGY LLC**

By: [Signature]  
Andrew Slifka, its Manager

[Signature]  
Witness

Commonwealth of Massachusetts  
County of Middlesex, ss

On this 18<sup>th</sup> day of June 2008, before me, the undersigned notary public, personally appeared Andrew Slifka, proved to me through satisfactory evidence of identification, which was personal knowledge of the identification of Andrew Slifka, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as President of Alliance Energy LLC

SEAL

[Signature]  
Notary Public  
My commission expires



MARY ELLEN WALSH  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 18, 2011

Schedule A

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

Beginning at the point of intersection of the northeasterly sideline of High Street and the northwesterly sideline of York Street;

Thence North 37° 45' 00" West along the northeasterly sideline of High Street 96.58 feet to the most southerly corner of land now or formerly of the Estate of Kathryn P. Conroy;

Thence North 53° 00' 00" East along said Conroy land 84.41 feet to the easterly corner thereof;

Thence North 33° 01' 00" West along said Conroy land and land now or formerly of Irving L. Shaw and Helen J. Shaw 66.76 feet to the most southerly corner of land now or formerly of Steven Lee Cawley;

Thence North 49° 50' 00" East along said Cawley land and land now or formerly of Beth Gideon 90.55 feet to a point;

Thence North 57° 26' 00" East along land now or formerly of J.B. Brown 29.01 feet to a point on the southwesterly boundary of land now or formerly of Anthony P. Mezoian and Ann Lee Mezoian;

Thence South 33° 33' 00" East along said Mezoian land 91.34 feet to a point on the northwesterly sideline of York Street;

Thence South 25° 47' 30" West along said sideline of York Street 75.15 feet to a point;

Thence South 31° 12' 00" West along said sideline of York Street 90.07 feet to a point;

Thence South 45° 16' 00" West along said sideline of York Street 51.63 feet to the point of beginning. Containing 21,836 square feet, more or less.

Bearings are magnetic based upon the year 1960. Reference is made to a survey entitled "ALTA/ACSM Land Title Survey on High St and York St, Portland, Maine made for Alliance Energy Corp." prepared by Owen Haskell, Inc. dated October 30, 2001.

Received  
Recorded Register of Deeds  
Jun 19, 2002 02:01:10P  
Cumberland County  
Priscilla E. Lovley

## **5. Evidence of state and/or federal approvals**

- The project site will be fully developed and less than two acres in size. The site will not require an MDEP Site Location of Development.
- With respect to the Stormwater Management Law, the project consists of redevelopment of impervious gravel parking lot. This results in an increase in impervious area of 1,236 sq.ft from the predevelopment condition. Thus, the project qualifies for a Stormwater Permit by Rule (PBR) and is required to comply with the Basic Standards as defined in Chapter 500 of the Stormwater Management Law.
- Based on the traffic assessment memo, this project will generate less than 100 trips and therefore not require a State of Maine Traffic Movement Permit (TMP) issued by the City under its delegated authority.
- We do not anticipate that the project is subject to any other State or Federal approvals, and we are unaware of any pending applications related the project site.



## 6. Compliance with applicable zoning requirements

Space and Bulk criteria for the B-3 Downtown Business Zone:

Criteria	Required	Provided
Min. Lot Size:	None	71,231 sq.ft. or 1.635 acres
Min. Street Frontage:	15 ft.	York St. = 318.79' High St. = 105.30' Danforth St.= 60.02'
Max. Front Yard Setback:	5 ft.	York = 21.32 ft. High = 5.32 ft.
Min. Yard Dimensions:	None	NA
Min. Lot Width:	None	NA
Max. Length of undifferentiated blank wall	30'	11'-4"
Max. Lot Coverage:	100%	±85%
Min. Building Height:	35 ft within 50' of street	44.4'
Max. Building Height:	45 ft.	*44.4' ✓
Max. Residential. Density:	60 units/acre	63 units/1.635 acres

\* Average Building Grade Calculations are attached.

© Copyright 2015 Opex Construction Corporation

AVERAGE GRADE CALCULATION

Node	Conceptual Spot Elevations	Nodes	Average Grade	Distance (feet)	Product
A	32.0	A-B	31.5	39.7	1251
B	31.0	B-C	30.8	2.0	62
C	30.6	C-D	30.6	199.0	6089
D	30.6	D-E	29.9	30.0	897
E	29.2	E-F	29.1	16.0	466
F	29.0	F-G	29.0	38.3	1111
G	29.0	G-H	30.0	26.5	795
H	31.0	H-I	32.5	75.0	2438
I	34.0	I-J	35.0	30.0	1050
J	36.0	J-K	39.5	30.0	1185
K	43.0	K-L	43.5	25.0	1088
L	44.0	L-M	47.0	12.0	564
M	50.0	M-N	50.0	223.0	11150
N	50.0	N-O	49.5	35.0	1733
O	49.0	O-P	46.0	125.0	5750
P	43.0	P-Q	43.3	34.0	1471
Q	43.5	Q-R	43.5	61.3	2667
R	43.5	R-S	43.5	61.0	2654
S	43.5	S-T	43.7	38.6	1687
T	43.9	T-U	43.9	10.0	439
U	43.9	U-V	42.0	60.7	2546
V	40.0	V-A	36.0	86.3	3107
A	32.0				

Approximate Building Perimeter: 1258.4

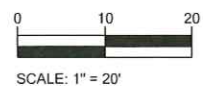
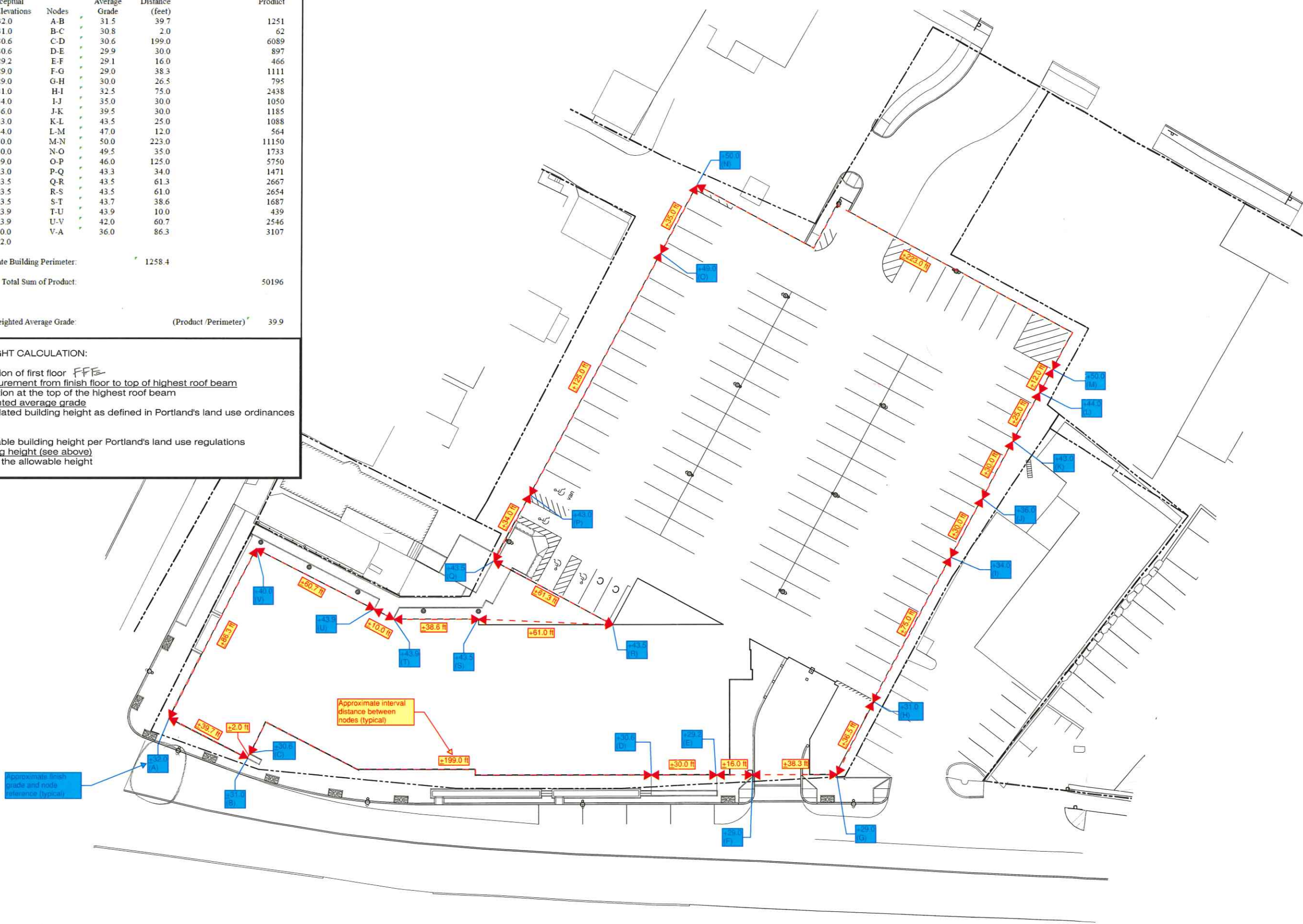
Total Sum of Product: 50196

Weighted Average Grade: (Product / Perimeter) 39.9

BUILDING HEIGHT CALCULATION:

30.6' Elevation of first floor FFE  
+ 53.7' Measurement from finish floor to top of highest roof beam  
= 84.3' Elevation at the top of the highest roof beam  
- 39.9' Weighted average grade  
= 44.4' Calculated building height as defined in Portland's land use ordinances

45.0' Allowable building height per Portland's land use regulations  
- 44.4' building height (see above)  
= 0.6' below the allowable height



Friday, August 07, 2015 5:31:45 PM

## 7. Proposed Easements

- Permanent Electric & communications easement for benefit **New Lot A** with **Tax Lot 40-C-2**  
*(proposed electric & communications service along property line )*
- Permanent Assembly/common Area easement for benefit **New Lot A** with **Tax Lot 40-C-21**  
*(common patio area for 27 High Street and the proposed condominiums)*
- Temporary construction easement for benefit **New Lot A** with **Tax Lot 40-C-26**  
*(demo retaining wall, new landscaping, pavement repairs)*
- Temporary construction easement for benefit **New Lot A** with **Tax Lot 40-C-2**  
*(driveway & landscaping improvements, electric & communications, grading)*
- Permanent Access easement for benefit **Tax Lot 40-C-2** with **New Lot A**  
*( driveway for 78 Danforth Street)*
- Electric & communications easement for benefit **Tax Lot 40 -C-2** with **New Lot A**  
*(electric & communications service along property line )*

The applicant request the Planning Board to approve the application with the condition that drafts of the above easements are to be reviewed and finalized to the satisfaction of the Corporation Counsel prior to the issuance of a Certificate of Occupancy

## 8. Requested Waivers

### 1. Location and spacing of driveways:

Standard: Under the City's 'Technical Manual' Section 1.7.2.7 Location and spacing of driveways, requires that along arterial, collector and local streets, minimum acceptable spacing between double or multiple driveways for driveways on adjacent lots or on the same parcel shall meet the criteria below: for roads with a speed limit of 30 mph the minimum separation shall be 125' (including driveways on both sides of the street).

*The project proposes to remove the (3) closest curb cuts to the intersection of York Street and High Street. The lower level of the proposed parking garage will utilize an existing curb cut on York Street that is the most distant from that public intersection. The existing curb cut is 50' in width and is approximately 25' from the driveway at 75 York Street and approximately 70' from next driveway northeast on York Street. The project proposes to reconstruct the existing curb cut to a standard driveway width and utilize a brick driveway apron/crosswalk. In the post-development condition, the proposed separation distances will be increased by 15' to approximately 40' and 85' from the two northeast driveways. In addition, the project proposes a dedicated right-turn only lane for these (3) driveways. The applicant request that Planning Board specifically grant relief from the above mentioned City standard as it relates to the proposed separation of the driveways.*

### 2. Dimensional requirements: Street wall build-to line:

Ordinance: Under the City's Land Use Ordinance Section 14-220 (c) Street wall build-to line: All buildings or structures shall be located within five (5) feet of the property line along street frontages, unless the Planning Board requires or approves an additional distance to comply with the requirements of section 14-526 (d)9 and the City of Portland Design Manual.

*The project proposes a 5-story mixed-use building along York Street and the above mentioned ordinance is applicable to the project. However, because of the unusual geometry of the right-of-way line along the frontage, the applicant request the Planning Board to grant relief from ordinance.*

*The proposed redevelopment will construct brick sidewalk from the building façade to the proposed street curb line and grant access easements to create a public pedestrian friendly environment. The project's street level first floor will be flexible commercial spaces and will provide a pedestrian friendly environment with floor to ceiling store front windows for visual interest and street front building access. Additional, improvements will include inviting building exterior, brick sidewalks, granite curbing, curb ramps, architectural lighting, granite sit walls, street trees and landscaped planters. The street-level flexible commercial space will be pedestrian friendly by providing floor to ceiling store front windows for create visual interest and by providing building access points from the street.*

*It is the applicants belief that all the above mentioned design elements will meet the intent of the ordinance will create an enhanced streetscape with an enjoyable pedestrian environment.*

### **3. Required number of bicycle parking spaces:**

Ordinance: Under the City's Land Use Ordinance Section 14-526 (a) 4. b. (ii) The reviewing authority may reduce the required number of bicycle parking spaces if it determined, based on evidence submitted by the applicant that the proposed development is expected to generate a reduced demand for bicycle parking.

*The required number of bicycle parking spaces is calculated from the required parking spaces and quantity of residential units.*

#### ***Bicycle Parking Required:***

$$\text{Residential} = 2 \text{ bikes}/5 \text{ dwelling units} = 63/5 \times 2 = 26 \text{ spaces}$$

$$\text{Non-residential} = 2 \text{ bike}/10 \text{ parking spaces req.} = 65/10 \times 2 = \underline{7 \text{ spaces}}$$

$$\text{Total: } 33 \text{ spaces}$$

*The required number of bicycle parking spaces is 33. The applicant requests that the bicycle parking be reduced to 20 spaces and made part of the Traffic Demand Management plan. The project proposes (5) locations with two bike hitches around the site for a total of 20 spaces. If TDM monitoring determines the quantity of bike spaces is inadequate in the post-development condition, the owner can install additional bike racks on the lower and upper garage levels.*

## **9. Financial and Technical Capacity**

### **Technical Capability**

The project will be designed and built by Opechee Construction Corporation. Opechee has proved their technical ability with the design & construction of several mixed-used projects around the City:

- 209 Fore Street- redevelopment of Jordan's Meats factory into a mixed-use building consisting of a Hampton Inn, Sebago Brewing, and residential condominiums
- 321 Commercial Street – redevelopment of an existing parking lot into a mixed-use building consisting of a Marriott Courtyard, a restaurant and residential condominiums.
- 68 Marginal Way – The construction of a multi-tenant office building

### **Financial Capability**

Attached is a letter indicating J.B. Brown's financial ability to complete the project.



**TD Bank**  
America's Most Convenient Bank®  
One Portland Square  
P. O. Box 9540  
Portland, ME 04112-9540  
T 207 761 8600  
F 207 761 8660

[tdbank.com](http://tdbank.com)

August 5, 2015

Planning Board  
City of Portland  
Congress Street  
Portland, ME

RE: 101 York Street Development  
Portland, Maine

To Whom It May Concern:

J.B. Brown & Sons has had a banking relationship with TD Bank, N.A. in excess of 20 years. During this timeframe, the Bank has financed and/or reviewed several projects that were similar to the proposed project referenced above. These projects were completed on time, within budget and were repaid in a timely manner.

We believe that J.B. Brown & Sons, Inc. has the financial capacity to successfully complete the proposed development.

Although the Bank has not committed to finance this project, the Bank would be pleased to consider J.B. Brown's request to finance the project at the appropriate time.

If you need any further information, please contact me at (207) 828-7162.

Sincerely,

Jennifer E.H. Sirois  
Vice President  
Relationship Manager

## 10. Boundary Survey

- The boundaries of the subject property are shown on the plan entitled, "ALTA/ACSM Land Title Survey on High, Danforth, Maple & York Streets, Portland, Cumberland County, Maine made for J.B. Brown & Sons," by Owen Haskell, Inc. 390 U.S. Route One, Unit #10, Falmouth, Maine 04105; dated December 3, 2013 and last revised June 9, 2015  
*(A copy of the plan is submitted with this application.)*
- The new division of property lines for parcels under common ownership are shown on the plan entitled, "New Division of Lots on High, Danforth, Maple & York Streets, Portland, Cumberland County, Maine made for J.B. Brown & Sons," by Owen Haskell, Inc. 390 U.S. Route One, Unit #10, Falmouth, Maine 04105; dated December 3, 2013 and last revised August 5, 2015  
*(A copy of the plan is submitted with this application.)*



# **WRITTEN MATERIALS**

## **1. Construction Management Plans**

Construction Management Plans have been prepared that show temporary traffic control and the construction sequencing been prepared for the project and are sheets C10.01 through C10.04 of the plan set

## **2. Traffic Studies**

### **Trip Study and trip generation**

- A traffic assessment memo is attached and this project will generate between less than 100 trips. Therefore, the project will not require a State of Maine Traffic Movement Permit (TMP) issued by the City under its delegated authority.
- A traffic study is attached and is based on scoping questions asked at the pre-application.

### **Parking Study**

A parking assessment memo has been prepared for this project and is attached.



PO Box 1237, 15 Shaker Road  
 Gray, Maine 04039  
 207.657.6910

August 10, 2015

Mr. Thomas Errico, P.E.  
 TY LIN  
 12 Northbrook Drive  
 Falmouth, ME 04105

Subject: York Street Mixed Use Development (Condos / Retail / Restaurant)  
 Portland, Maine

Dear Tom,

Gorrill Palmer (GP) has been retained by Opechee Construction to complete a trip generation forecast for the redevelopment of the site located on the northerly corner of York Street and High Street. The development is proposed to include the following uses:

- 63 Condo Units – LUC 232
- 7,000 sf High Turnover (Sit Down) Restaurant – LUC 932
- 9,955 sf Specialty Retail – LUC 826

The MaineDOT allows “credit” to be given for any on-site use within the last 10 years. For this site, that would include the following:

- Gas Station / Convenience Store (4 fueling positions + 1,350 sf C-Store) – LUC 853
- 1,300 sf Restaurant – LUC 932
- 9,000 sf Office Space – LUC 710

Using the 9<sup>th</sup> Edition of the Institute of Transportation Engineers (ITE) publication Trip Generation results in the following trip generation estimates (calculations attached):

**Trip Generation Summary**

	AM Gen	AM Adj St	PM Gen	PM Adj St
<b>Proposed</b>				
Condos	33	35	30	31
Restaurant	93	76	129	69
Retail	68	50	50	37
<b>Proposed Total</b>	<b>194</b>	<b>161</b>	<b>209</b>	<b>137</b>
<b>Credit (Subtracted from Proposed)</b>				
Gas / C Store	63	61	82	73
Restaurant	17	14	24	13
Office	21	21	20	20
<b>Credit Total</b>	<b>101</b>	<b>96</b>	<b>126</b>	<b>106</b>
<b>Net Total</b>	<b>93</b>	<b>65</b>	<b>83</b>	<b>31</b>



Mr. Thomas Errico  
August 10, 2015  
Page 2 of 2

After review of this information, it is our opinion that the site will not generate a net increase in trip generation of more than 99 peak hour trip ends, and therefore does not require a MaineDOT Traffic Movement Permit. We understand this trip generation is not the same increase in trips that can be expected on the adjacent roadway network since the "credit" uses were not all operational at the time the recent turning movement counts were performed.

We respectfully request your review of this information and if you agree, your concurrence in writing that a TMP is not required.

If you have any questions please contact our office.

Sincerely,

Gorrill-Palmer

A handwritten signature in blue ink that reads "Randy Dunton".

Randy Dunton, P.E., PTOE  
Senior Engineer

Copy: Nell Donaldson, City of Portland  
Barry Stowe, Opechee Construction Corporation

RED/JN 3018/Thomas Errico Concurrence 8-10-15

Condo trip Generation

Source: ITE Trip Generation Manual 9<sup>th</sup> Edition ✓

LUC 232 - High-Rise Residential Condominium/Townhouse ✓

Assumptions:

- All rooms occupied ✓
- 63 dwelling units ✓

Weekday AM Peak Hour Adjacent Street Traffic

Average Rate:  $0.34 \times 63 = 22$  } 34 <sup>35</sup> trip ends  
 Equation:  $0.29(63) + 28.86 = 47$  }

- ✓ 19% in - 7 trip ends
- ✓ 81% out - 27 <sup>28</sup> trip ends

Weekday PM Peak Hour Adjacent Street Traffic

Average Rate:  $0.38 \times 63 = 24$  } 31 trip ends  
 Equation:  $0.34(63) + 15.47 = 37$  }

- ✓ 62% in - 19 trip ends
- ✓ 38% out - 12 trip ends

Weekday AM Peak Hour Generator

Average Rate:  $0.34 \times 63 = 22$  } 33 trip ends  
 Equation:  $0.30 \times (63) + 25.33 = 44$  }

- ✓ 17% in - 6 trip ends
- ✓ 83% out - 27 trip ends

Weekday PM Peak Hour Generator

Average Rate:  $0.38 \times 63 = 24$  } 29 <sup>30</sup> trip ends  
 Equation:  $\ln(T) = 0.84 \ln(63) + 0.07 = 35$  }

- ✓ 68% in - 20 <sup>21</sup> trip ends
- ✓ 32% out - 9 trip ends

JN: 3018  
 Project Description: Mixed Use  
 Project Location: Portland, Maine  
 Date: August 10, 2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

**High Turnover (Sit Down) Restaurant  
 Land Use Code (LUC) 932**

Gross Floor Area (ft<sup>2</sup>): 7,000

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split		Directional Distribution		R <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	T = 127.15 (X)	14	890	50%	50%	445	445	N/A
AM Peak Adjacent Street	T = 10.81 (X)	24	76	50%	50%	38	38	N/A
PM Peak Adjacent Street	T = 9.85 (X)	60	69	60%	40%	41	28	N/A
AM Peak of Generator	T = 13.33 (X)	25	93	50%	50%	47	46	N/A
PM Peak of Generator	T = 18.49 (X)	31	129	55%	45%	71	58	N/A
Saturday	T = 158.37 (X)	2	1109	50%	50%	555	554	N/A
Saturday Peak Hour of Gen.	T = 14.07 (X)	8	98	65%	35%	64	34	N/A

## Trip Generation

Source: ITE Trip Generation Manual  
9<sup>th</sup> Edition LUC 826

Assumptions: All Rooms Occupied  
63 Dwelling Units

- AM Peak Hr. Generator

$$6.84 \times \frac{9,955}{1,000} = 68 \text{ Trip Ends}$$

- PM Peak Hr. Generator

$$5.02 \times \frac{9,955}{1,000} = 50 \text{ Trip Ends}$$

- PM Peak Hr. Adj St Traffic

$$2.71 \times \frac{9,955}{1,000} = 27 \text{ TE}$$

$$2.40 \left( \frac{9,955}{1,000} \right) + 21.48 = 46 \text{ TE}$$

} Avg = 37

- AM Peak Hr. Adj St. Traffic

$$\frac{37}{50} = \frac{x}{68} \rightarrow x = 50 \text{ Trip Ends}$$

↑  
PM



JN:  
 Project Description: Condos / Retail  
 Project Location: Portland, Maine  
 Date: 7/21/2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

Convenience Market with Gasoline Pumps  
 Land Use Code (LUC) 853

Vehicle Fueling Positions: 4

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	R <sup>2</sup>
Weekday	T = 542.60 (X)	10	2170	50% 50%	1085 1085	N/A
AM Peak Hour of Adjacent Street Traffic	T = 16.57 (X)	28	66	50% 50%	33 33	N/A
PM Peak Hour of Adjacent Street Traffic	T = 19.07 (X)	54	76	50% 50%	38 38	N/A
AM Peak Hour of Generator	T = 17.03 (X)	26	68	50% 50%	34 34	N/A
PM Peak Hour of Generator	T = 19.98 (X)	46	80	50% 50%	40 40	N/A
Saturday	T = 204.47 (X)	3	818	50% 50%	409 409	N/A
Sat Peak Hr Gen	T = 10.00 (X)	2	40	50% 50%	20 20	N/A
Sunday	T = 166.88 (X)	3	668	50% 50%	334 334	N/A

\* Percentages rounded to nearest 5%

Gross Floor Area (ft<sup>2</sup>): 1,350

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	R <sup>2</sup>
Weekday	T = 845.60 (X)	10	1142	50% 50%	571 571	N/A
AM Peak Hour of Adjacent Street Traffic	T = 40.92 (X)	53	55	50% 50%	28 27	N/A
PM Peak Hour of Adjacent Street Traffic	T = 50.92 (X)	78	69	50% 50%	35 34	N/A
AM Peak Hour of Generator	T = 42.86 (X)	34	58	50% 50%	29 29	N/A
PM Peak Hour of Generator	T = 62.57 (X)	46	84	50% 50%	42 42	N/A
Saturday	T = 1448.33 (X)	3	1955	50% 50%	978 977	N/A
Sat Peak Hr Gen	T = 45.94 (X)	3	62	50% 50%	31 31	N/A
Sunday	T = 1182.08 (X)	3	1596	50% 50%	798 798	N/A

\* Percentages rounded to nearest 5%

Average

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	R <sup>2</sup>
Weekday	N/A	N/A	1339	50% 50%	828 828	N/A
AM Peak Hour of Adjacent Street Traffic	N/A	N/A	61	50% 50%	30 31	N/A
PM Peak Hour of Adjacent Street Traffic	N/A	N/A	73	50% 50%	36 37	N/A
AM Peak Hour of Generator	N/A	N/A	63	50% 50%	32 31	N/A
PM Peak Hour of Generator	N/A	N/A	82	50% 50%	41 41	N/A
Saturday	N/A	N/A	1387	50% 50%	693 694	N/A
Sat Peak Hr Gen	N/A	N/A	51	50% 50%	26 25	N/A
Sunday	N/A	N/A	1132	50% 50%	566 566	N/A

\* Percentages rounded to nearest 5%

JN: 3018  
 Project Description: Condos / Retail  
 Project Location: Portland, Maine  
 Date: July 21, 2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

**High Turnover (Sit Down) Restaurant  
 Land Use Code (LUC) 932**

Gross Floor Area (ft<sup>2</sup>): 1,300

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split		Directional Distribution		R <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	T = 127.15 (X)	14	165	50%	50%	83	82	N/A
AM Peak Adjacent Street	T = 10.81 (X)	24	14	50%	50%	7	7	N/A
PM Peak Adjacent Street	T = 9.85 (X)	60	13	60%	40%	8	5	N/A
AM Peak of Generator	T = 13.33 (X)	25	17	50%	50%	9	8	N/A
PM Peak of Generator	T = 18.49 (X)	31	24	55%	45%	13	11	N/A
Saturday	T = 158.37 (X)	2	206	50%	50%	103	103	N/A
Saturday Peak Hour of Gen.	T = 14.07 (X)	8	18	65%	35%	12	6	N/A

JN: 3018  
 Project Description: Condos / Retail  
 Project Location: Portland, Maine  
 Date: July 21, 2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

**General Office Building  
 Land Use Code (LUC) 710**

Square Feet 9,000

**Trip Ends Based on Fitted Curve Equation**

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	$\ln(T) = 0.76 \ln(X) + 3.68$	211	79	50%	50%	106	105	0.80
AM Peak Hour	$\ln(T) = 0.80 \ln(X) + 1.57$	28	218	90%	10%	25	3	0.83
PM Peak Hour	$T = 1.12(X) + 78.45$	89	236	15%	85%	13	76	0.82
Saturday	$T = 2.03(X) + 31.75$	50	18	50%	50%	25	25	0.66
Peak Hour of Generator			11	55%	45%	#VALUE!	#VALUE!	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 <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	$T = 11.03(X)$	99	79	50%	50%	50	49	---
AM Peak Hour	$T = 1.56(X)$	14	218	90%	10%	13	1	---
PM Peak Hour	$T = 1.49(X)$	13	236	15%	85%	2	11	---
Saturday	$T = 2.46(X)$	22	18	50%	50%	11	11	---
Saturday Peak Hour of Gen.	$T = 0.43(X)$	4	11	50%	50%	2	2	---

\* Percentages rounded to nearest 5%

PM Peak Hour:  $T = 1.49/1.56$  (AM Peak) 27 15% 85% 4 23 0.82

**Project:** York Street Mixed Use Development  
**Date:** August 12, 2015  
**Subject:** Parking Evaluation  
**To:** Barry Stowe  
**From:** Randy Dunton, Gorrill Palmer (JN 3018)

As requested, Gorrill Palmer (GP) has evaluated potential parking demand for the proposed mixed use development. At this time, the project is proceeding with the following mixture of uses; 63 condo units, 9,955 sf Specialty Retail and 7,000 sf of Restaurant. Therefore, the parking evaluation is based on this combination of uses.

### Vehicular Parking:

Typically, the overall parking demand for a mixed use development can be further reduced due to the expectation that there will be some cross use between the individual facilities. For instance, it can be assumed that some of the people living in the condos will also be those that go to the restaurant or visit the retail. To be conservative, this was only assumed at 5%.

In addition to a reduction in parking due to shared use, there is also typically a reduction in parking because the peak parking demand for all three uses are not expected to occur concurrently. For instance, the peak parking demand for the Condos would be expected to occur early in the morning and late at night, when everyone is home. This is not the same time as the peak parking demand for specialty retail which would be expected during the normal business day, or the peak parking demand for the restaurant which would be expected at the end of the business day. We have assumed a 5% reduction in overall parking demand due to off-set peaks.

The following is a summary of the vehicular parking demand:

### Vehicular Parking Requirement Summary

	Parking Variable	Ordinance Requirement	Required Parking per Ordinance	Shared Use Reduction (5%) (Note 4)	Off set parking peaks (5%) (Note 4)	Reduced Parking Demand
Potential Uses						
Condos	63 Units	1 / Unit (Note 1)	63 spaces	3 spaces	3 spaces	57 spaces
Retail	9,955 sf	1 / 200 sf (Note 2)	40 spaces	2 spaces	2 spaces	36 spaces
Restaurant	7,000 sf	1 / 150 sf (Note 3)	33 spaces	2 spaces	2 spaces	29 spaces
<b>Total Parking Req.</b>			<b>136 Spaces</b>	<b>7 spaces</b>	<b>7 spaces</b>	<b>122 spaces</b>

Notes:

- The City's standard requirement for residential units is 2 spaces per unit (Sec. 14-332 (a)). However, under Sec. 14-332.2 (c) the requirement can be reduced for a development over 50,000 sf based on information submitted by the applicant and on the recommendation of the City's transportation engineer. For this analysis, we used 1 parking space per unit.
- The first 2,000 sf of a first floor is not considered per ordinance



3. This requirement is per sf of “area not used for bulk storage or food preparation”. For the purposes of this parking summary, we assumed 30% of the sf will be used for this purpose.
4. City Ordinance Sec. 14-332.2 (c) and Sec. 14-343 (a) will allow for further reductions in parking demand which we have taken credit for (5% each) in the form of Shared Use and Off-Set Parking peaks.

### **Pre-Development Parking Demand vs. Post-Development Parking Demand:**

#### Pre-development condition:

The existing site includes two buildings that are or were recently used as; 1,350 sf restaurant (was used as Convenience Store prior to that), a 1,300 sf restaurant and 9,000 sf of office space. Based on the City Ordinance, the existing site would require the following vehicular parking spaces:

**Existing Total Required Parking Spaces**

	Required Vehicular Parking Spaces
Existing Condition	
Restaurant (1,350 sf)*	7 spaces
Restaurant (1,300 sf)*	6 spaces
Office Space (9,000 sf)	23 spaces
Existing Total Required	36 spaces
Existing Spaces Available	95 spaces
<b>Excess Parking Spaces</b>	<b>59 spaces</b>

\*Same assumptions for Restaurant in previous table

As can be seen from the summary, the site requires 36 parking spaces currently. There are approximately 95 spaces available on site currently, which leaves 59 excess parking spaces that could be rented out or used for future development in the area.

#### Post-development condition:

For the post-development condition, the condos were assumed to require one space per unit, and the reductions of shared use and off-set parking peaks was included. This yields a total required vehicular parking requirement of 122 spaces. The number of proposed on-site parking spaces after the development is complete is 211 spaces. Using 122 of the 211 parking spaces for the proposed uses, results in 89 excess parking spaces that could be rented out or used for future development in the area. **This is a net increase of 30 parking spaces (approximately 50% increase from pre-development) that can be used by others as a result of the proposed development.**

#### **Bicycle Parking:**

Per City Ordinance, non-residential structures are required to provide bicycle accommodations in proportion to the vehicular parking. For this project, the non-residential vehicular parking requirement is 65 spaces. Based on that vehicular parking requirement, this project requires seven bicycle parking spaces. For Residential Structures, the Ordinance requires two bicycle spaces for every five dwelling units. For the proposed 63 units, this would require 26 bicycle parking spaces, for a site total of 33 bicycle parking spaces.



**Conclusion:**

Based on this evaluation, approximately 122 vehicular parking spaces and 33 bicycle parking spaces are anticipated to be required to meet the City ordinance.

### **3. Significant Natural Features**

- Data check inquiry letters containing a USGS site location map and site concept have been sent to the state wildlife agencies. Copies of the response letters are attached and indicate there are no concerns with impact to significant natural features.
  - The Maine Department of Inland Fisheries
  - The Maine Department of Inland Wildlife
  - The Maine Natural Areas Program
  
- The project proposes site improvements on 27 High Street which is within the Historic District. Please see the attached Historic Preservation for Certificate of Appropriateness application.



STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
93 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0093

PAUL R. LePAGE  
GOVERNOR

WALTER E. WHITCOMB  
COMMISSIONER

August 3, 2015

VIA ELECTRONIC MAIL

Barry Stowe  
Opechee Construction Corporation  
11 Corporate Drive  
Belmont, NH 03220

Re: Rare and exemplary botanical features in proximity to: York Street Apartments Mixed Use Building and Parking Garage, Portland, Maine

Dear Mr. Stow:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received August 3, 2015 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Portland, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.



Letter to Barry Stowe, Opechee  
Comments RE: York St Apartments, Portland  
August 3, 2015  
Page 2 of 2

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron  
Ecologist  
Maine Natural Areas Program  
207-287-8041  
[don.s.cameron@maine.gov](mailto:don.s.cameron@maine.gov)

## Barry Stowe

---

**From:** IFWEnvironmentalreview <IFWEnvironmentalreview@maine.gov>  
**Sent:** Wednesday, August 05, 2015 2:33 PM  
**To:** Barry Stowe  
**Subject:** RE: Proposed mixed-use building and parking garage

Barry,

We have no concerns with this project as proposed. Please let me know if you need additional information.

John

### John Perry

Environmental Review Coordinator  
Maine Department of Inland Fisheries and Wildlife  
284 State Street, 41 SHS  
Augusta, Maine 04333-0041  
Tel (207) 287-5254; Cell (207) 446-5145  
Fax (207) 287-6395  
[www.mefishwildlife.com](http://www.mefishwildlife.com)



*Correspondence to and from this office is considered a public record and may be subject to a request under the Maine Freedom of Access Act. Information that you wish to keep confidential should not be included in email correspondence.*

---

**From:** Barry Stowe [<mailto:barrys@opechee.com>]  
**Sent:** Monday, August 03, 2015 10:59 AM  
**To:** St.Hilaire, Lisa; IFWEnvironmentalreview  
**Subject:** RE: Proposed mixed-use building and parking garage

Thank you Lisa. I appreciate the help

Hi John – I don't know if it matters much, but attached are the specific letters I put together for your departments.

In the future, I'll send a single email and copy you all.

Thanks,

Barry Stowe

Opechee Construction Corporation  
11 Corporate Dr | Belmont | NH 03220

P (603) 527-9090 | F (603) 527-9191

[barrys@opechee.com](mailto:barrys@opechee.com) | [www.opechee.com](http://www.opechee.com)

---

**From:** St.Hilaire, Lisa [<mailto:Lisa.St.Hilaire@maine.gov>]  
**Sent:** Monday, August 03, 2015 10:54 AM  
**To:** IFWEnvironmentalreview  
**Cc:** Barry Stowe  
**Subject:** FW: Proposed mixed-use building and parking garage

Hi John, FYI, review in Portland.

Barry, John Perry is the environmental coordinator at MDIFW.

Thanks!

**Lisa St. Hilaire**

Information Manager | Maine Natural Areas Program  
Department of Agriculture, Conservation and Forestry  
93 State House Station | Augusta, ME 04333  
**PHONE 207-287-8044** | FAX 207-287-8040

---

**From:** Barry Stowe [<mailto:barrys@opechee.com>]  
**Sent:** Monday, August 03, 2015 10:50 AM  
**To:** NAP, Maine  
**Subject:** Proposed mixed-use building and parking garage

Hello,

I tried using the online data check and didn't have success. Our IT personnel looked at the website with several different web browsers and with several different computers and determined the map "plugin" was not working. Attached you will find my request for a data check for the above referenced project. I will send a hard copy in the mail as well.

Landowner:  
101 York Street, LLC  
c/o Vin Veroneau, President of J.B. Brown & Sons  
PO Box 207, 50 Danforth Street  
Portland, ME 04112

Authorized Agent for the Landowner:

Barry Stowe

Opechee Construction Corporation  
11 Corporate Dr | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

[barrys@opechee.com](mailto:barrys@opechee.com) | [www.opechee.com](http://www.opechee.com)

#### 4. Narrative describing the site.

101 York Street, LLC (a subsidiary company of J.B. Brown & Sons) is proposing a mixed-use development at the corner of York Street and High Street in the B-3 zone. The proposal is a 5-story building that will provide approximately 17,000 sq.ft. of flexible commercial on the first floor and 63 residential apartments on the upper 4 floors. Also, the development will include a 2-level parking structure with 211 total spaces in the back of the 5-story structure. All parking in the garage will be owned by the applicant and will be shared parking for tenants.

The following summarizes the proposed building floor space and quantity of parking spaces:

- 17,505 sf. - first floor flexible commercial tenant space
  
- 63 Residential Condominium Units  
20,015 sf - second floor with 15 units  
20,015 sf - third floor with 16 units  
20,015 sf - fourth floor with 16 units  
20,015 sf - fifth floor with 16 units
  
- Total gross building floor area = 97,565 sq.ft.
  
- Parking level 1 – 107 spaces (6 accessible)  
Parking level 2 – 104 spaces (4 accessible)  
Total Parking Spaces = 211

The project will redevelop several existing City parcels under the common ownership of J.B. Brown & Sons. The owner will consolidate the existing lots and provide a new division of lots for the redevelopment. The redevelopment will raze two existing buildings, paved & gravel parking, curb cuts, patio areas, and landscaping. As it relates to parking, 95 existing parking spaces will be redeveloped into 211 parking spaces for a net increase of 30 spaces in excess parking on the subject property.

The proposed development has frontage on York Street, High Street, Danforth Street and Maple Street. The lower level garage will have access through the mixed-use building to an existing curb cut off York Street. The upper level parking in the garage will have access from an existing curb cut and new driveway off Danforth Street. In addition, the new driveway off from Danforth Street will be shared with the existing multifamily residence at 78 Danforth Street. 78 Danforth will release their rights over the private way known as High Street Court. It should be noted that project will remove (2) existing curb cuts on York Street and (1) curb cut on High Street in the post-development condition.

The redevelopment proposal will provide significant streetscape improvements along York Street and at the intersection with High Street. Improvements will include, but not limited to, building exterior, brick sidewalks, granite curbing, curb ramps, street trees and landscaped planters. In addition, the project will provide improvements to the existing infrastructure such as a majority of stormwater runoff will now be separated from the sewer and discharged to the newly installed drainage in High Street. Also, several existing overhead electric services will be removed and the new project services will be underground.

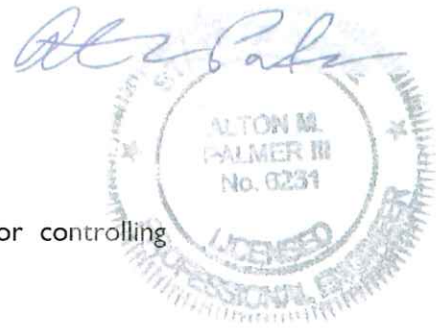
Also, the project provides some site improvements on the 27 High Street parcel in the R-6 zone and within the Historic District. These improvements will be related to hardscape and landscape only as the existing multi-family residences will share a proposed patio space with the new condominiums.

Easements are being proposed with the abutters located 78 Danforth Street and 75 York Street. The project requires the temporary access rights for construction and permanent access rights for shared utilities and driveways.

## **5. Stormwater Runoff Calculations**

- A Stormwater Management Report has been prepared and is attached
- An Erosion and Sedimentation Control Report to comply with the Basic Standards has been prepared and is attached

# STORMWATER MANAGEMENT REPORT



## **1. Overview**

This Exhibit demonstrates the developer has made adequate provision for controlling Stormwater Runoff.

## **2. Introduction**

Gorrill Palmer has been retained by 101 York Street, LLC to prepare a Stormwater Management Report for a proposed five story multi-use building and two level parking structure at the corner of York Street and High Street in Portland, Maine. The redevelopment of the site is anticipated to include a 17,505 square foot footprint five story building with a total floor area of 97,753 square feet and 213 space parking garage. Figure 1 is a map showing the project location.

8-7-15

## **3. Stormwater Management**

Section 14-526.b.3.b of the Land Use Ordinance states that all development other than Level I residential shall comply with Section 5 of the Technical Manual including Basic, General, and Flooding standards as applicable to prevent and control the release of pollutants to waterbodies, watercourses, wetlands and groundwater, and reduce adverse impacts associated with increases or changes in flow, soil erosion and sedimentation.

Section 5.II.c of the Technical Manual states that Level II and III site plans shall be required to submit a stormwater management plan pursuant to the regulations of Maine DEP Chapter 500 Stormwater Management Rules, including Basic, General and Flooding standards.

## **4. Basic Standard**

The **Basic Standard** is met by the Erosion and Sedimentation Control Report submitted with this application.

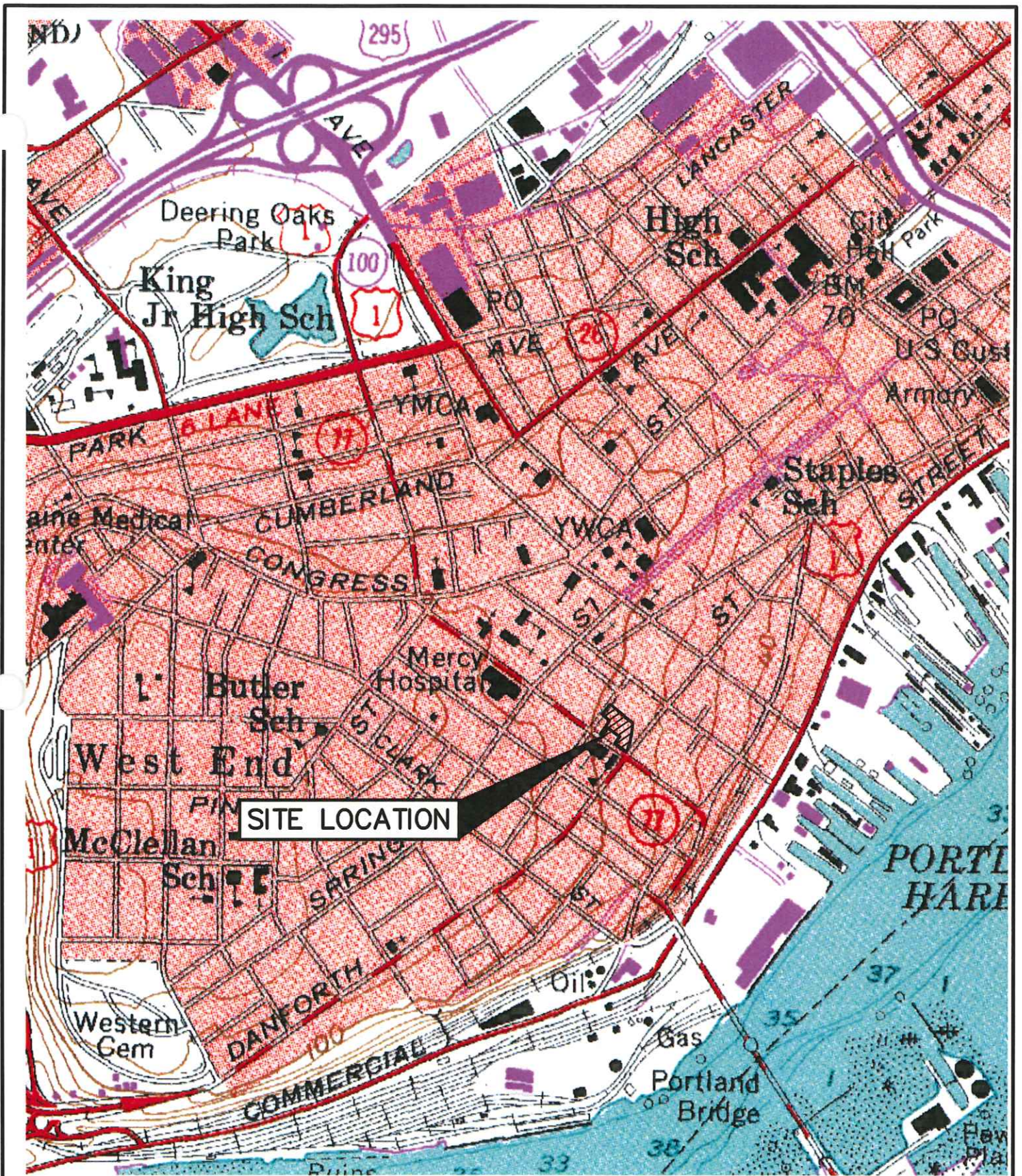
## **5. General Standard**

The project site is not tributary to an Urban Impaired Stream. Section 5.III.4.B.1 States when general Standards must be met for areas not tributary to Urban Impaired Streams: A project disturbing one acre or more and resulting in any of the following must meet the general standards:

5.III.4.B.1.b - Other stream, coastal and freshwater wetland watersheds. One acre or more of impervious area, or 5 acres or more of developed area, in any other stream, coastal, or wetland watershed.

Section 5.III.4.B.3.e contains requirements for redevelopment; Stormwater Management Law project including redevelopment. For a project requiring a Stormwater Management Law permit that includes redevelopment of impervious area that was in existence as of November 16, 2005 (the effective date of Chapter 500 revisions), the redevelopment of that impervious area is not required to meet General standards provided the department determines that the new use of the existing impervious area is not likely to increase stormwater impacts resulting from the proposed project's stormwater runoff beyond the level of impact already caused by the runoff from the existing impervious area. The requirements of Appendix D must still be met, if applicable.

The Owner of the project site owns additional parcels adjacent to the site. The proposed disturbed area includes portions of these adjacent properties as well as area within the City right-of-way. The proposed



U.S.G.S. Location Map  
 York Street Condominiums - Portland, Maine  
 Portland West, Maine-7.5 Minute Series (Topographic)

Design: CEH	Date: AUG 2015
Draft: CG	Job No.: 3018
Checked: AMP	Scale: None
File Name: 3018-LOCATION.dwg	



Relationships. Responsiveness. Results.  
 www.gorrillpalmer.com  
 207.657.6910

Figure

1



project will disturb approximately 77,510.4 sf (1.78 acres) and is a redevelopment of an existing developed site. The project will result in an impervious area of approximately 66,072 sf (1.52 acres) of which 1,236 sf (0.03 acres) is new impervious area.

The following table presents a comparison of the predevelopment and post development land cover.

<b>Table I</b>		
	<b>Predevelopment</b>	<b>Post Development</b>
Roof/Walkway	9,659 sf	29,354 sf
Impervious Parking/Drives	55,176.9 sf	36,717.7 sf
<b>Total Impervious</b>	<b>64,835.9 sf</b>	<b>66,071.7 sf</b>
Vegetated	12,674.5 sf	11,438.7 sf
<b>Total Area</b>	<b>77,510.4 sf</b>	<b>77,510.4 sf</b>

As can be seen from the table above, the area of Impervious Parking/Drives has been reduced in the post development condition by 18,459.2 sf, while the area of roof and walkways has increased in the post development condition by 19,695 sf. The reduction in Parking/Drives area will result in a reduction of the pollutant load from the site and therefore is not likely to increase stormwater impacts from the project site. See surface cover plans in Attachment A. Since the total post development impervious area increases by 1,236 sf, the Applicant proposes to treat an equivalent area of impervious surface in stormwater planters proposed along York Street.

The stormwater planters are biocells enclosed on the sides by concrete planter walls. The planters contain 18" of soil media over 14" of underdrain gravel. The planters are open at the bottom and the stormwater runoff is conveyed from the planters by a 6" perforated underdrain. The plan set contains details of the proposed planters. The surface of the soil media is set 6" below the adjacent street level to provide for 6" of ponding within the planter area. Per MDEP design criteria for bioretention cells, one third of the soil filter volume has been included as storage volume. The tributary area is 95% impervious and will produce a runoff volume greater than the capacity of the stormwater planters based upon the MDEP requirement of 1" of runoff from impervious surfaces and 0.4 " of runoff from vegetated surfaces. The excess runoff and runoff from larger storms will bypass the planters along the gutter line once the 6" ponding depth is reached. The following table presents the treatment capacity of the stormwater planters.

<b>Table 2</b>		
<b>Proposed Stormwater Planter #1</b>		
	<b>Required</b>	<b>Provided</b>
Impervious Area		6,233 sq. ft.
Developed Area (non-impervious)		375 sq. ft.
Treatment Volume	531.92 cu. ft.	121.75 cu. ft.
Filter Surface Area		121.75 sq. ft.
Volume used for vegetated treatment = $(0.4/12)(375)$		12.5 cu. ft.
Volume available for impervious treatment = 121.75-12.5		109.25 cu. ft.
Equivalent square footage of impervious area treated = $(109.25 \text{ cu. ft.}/(1''/12''/\text{ft.}))$		1,311 sq. ft.
7%(imp. Area) +3%(landscaped Area) for equiv. square footage	103.02 sq. ft.	121.75 sq. ft.
Cell Base Elevation		28.95 ft.
Channel Protection Volume elevation		29.45 ft.

<b>Table 3</b>		
<b>Proposed Stormwater Planter #2</b>		
	<b>Required</b>	<b>Provided</b>
Impervious Area		1,693 sq. ft.
Developed Area (non-impervious)		95 sq. ft.
Treatment Volume	144.25 cu. ft.	96.75 cu. ft.
Filter Surface Area		96.75 sq. ft.
Volume used for vegetated treatment = $(0.4/12)(95)$		3.17 cu. ft.
Volume available for impervious treatment = 96.75-3.17		93.58 cu. ft.
Equivalent square footage of impervious area treated = $(93.58 \text{ cu. ft.}/(1''/12''/\text{ft.}))$		1,122.96 sq. ft.
7%(imp. Area) +3%(landscaped Area) for equiv. square footage	81.46 sq. ft.	96.75 sq. ft.
Cell Base Elevation		28.32 ft.
Channel Protection Volume elevation		28.82 ft.

Stormwater Planter #1 provides treatment for the equivalent of 1,311 sf of impervious area and Stormwater Planter #2 provides treatment for the equivalent of 1,123 sf of impervious area. The total equivalent area treated is 2,434 sf of impervious area. See WQ map in Attachment A.

The project is a redevelopment of a site with impervious area in existence as of November 16, 2005. The project results in approximately 1,236 sf of new impervious area and proposes treatment of runoff from approximately 2,434 sf of impervious area. Since the project is a redevelopment which will not increase stormwater impacts and treats runoff from 2,434 sf of impervious area, the General Standards have been met.

Due to the elevation constraints of the site, the stormdrain system discharge from the site has been directed to two outlet points. The proposed building roof drain, storm drain from the upper parking level, and foundation drain from the northwest side of the building are proposed to be connected to the City storm drain system in High Street. The site stormdrain will connect to the existing catch basin at the northerly corner of High Street and York Street.

The stormdrain systems that pick up runoff from the lower areas of the site cannot be directed to the High Street catch basin since the invert of the High Street system is higher than the inverts of the site drainage system. The stormdrain outlets from the stormwater planters, lower level of the proposed parking, and the foundation drain from the easterly side of the proposed building have proposed connections to the combined sewer in York Street as shown on the plans. The applicant proposes two connections to the York Street sewer. The foundation drain will be connected separately and will have a check valve on the outlet pipe. The lower level parking drainage and stormwater planter outlet will be combined and connected to the York Street sewer. The proposed stormdrain outlet pipe will have a check valve installed. The lower level parking stormwater system will include an oil/water separator.

## **6. Flooding Standard**

Section 5.III.4.E states: If required, the flooding standard applies in addition to the basic standards, general standards, phosphorus standards and urban impaired stream standards.

When the flooding standard must be met: If a project results in three acres or more of impervious area or 20 acres or more of developed area, requires review pursuant to the Site Law, or is a Site Law modification of any size, the flooding standard must be met.

The project results in a total of 66,072 sf (1.52 acres) of impervious area and 77,510.4 sf (1.78 acres) of developed area, therefore the flooding standard does not apply. The 1,236 sf of new impervious area is believed to be an insignificant increase in impervious surface. The insignificant increase in impervious surface along with attenuation within the proposed stormwater planters ensures that the project will not have an adverse effect on downstream areas.

Since the proposed impervious and developed area are less than the Chapter 500 thresholds and the increase in new impervious area of 1,236 sf is insignificant, the Flooding Standard is met.

## **7. Additional Permits**

The disturbed area is greater than one acre, therefore a Construction General Permit is required. Since the project will not result in excess of 3 acres of new non-vegetated surfaces, a Site Location of Development Act Permit is not required.

## **8. Conclusion**

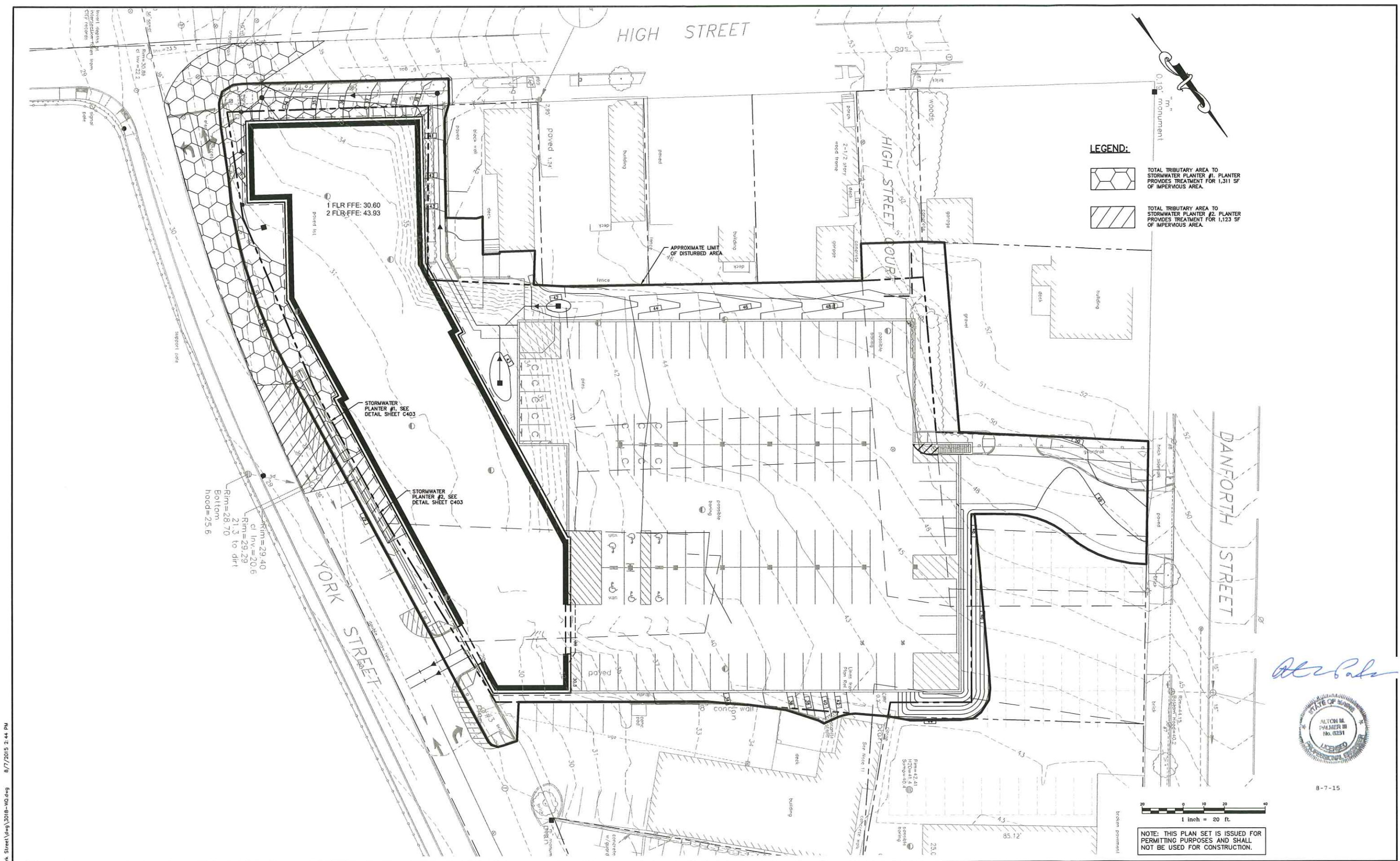
The proposed project is a redevelopment of an existing restaurant and parking area and results in 1,236 sf of new impervious area. Treatment of 2,434 sf of impervious area is provided by stormwater planters which satisfies the General Standard. The threshold areas for the Flooding Standard have not been reached by this project therefore the slight increase in impervious area along with the attenuation of runoff within the stormwater planter's results in an insignificant impact to downstream areas. The Basic Standard has been met by the Erosion and Sedimentation Control Report submitted to the City.

## **Attachments**

Attachment A - Surface Cover and Water Quality Maps

**ATTACHMENT A**  
**Surface Cover and Water Quality Maps**

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Rev.	Date	Revision

SITE PLAN REVIEW	Date	By
Issued For	8/7/15	AMP

Design: JWA Draft: CG Date: JUNE 2015  
 Checked: AMP Scale: 1"=20' Job No.: 3018  
 File Name: 3018-WQ.dwg  
 This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.

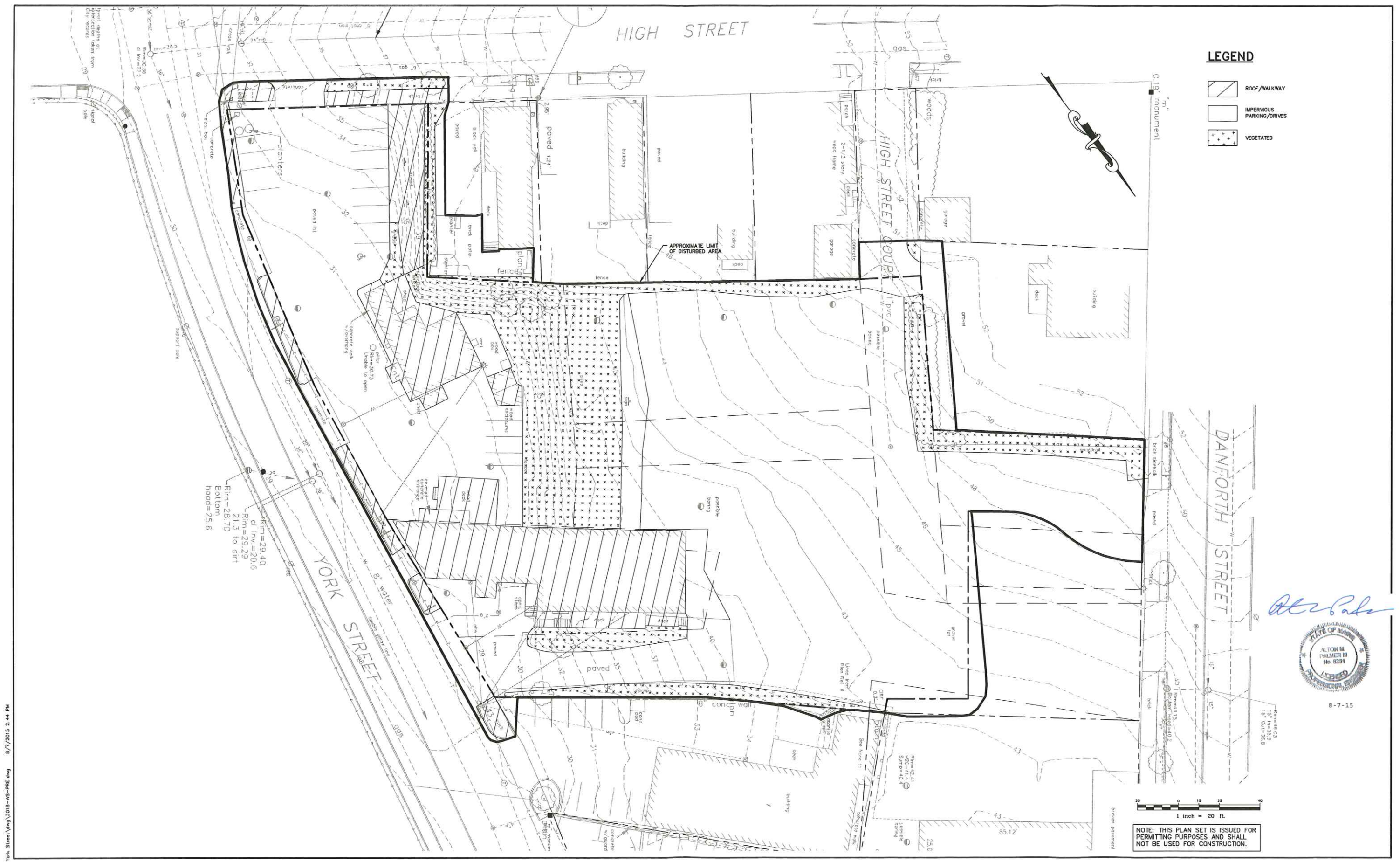
**GP GORRILL PALMER**  
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 207.657.6910

Drawing Name:	<b>Water Quality Map</b>
Project:	<b>York Street - Mixed Use Development</b> Portland, Maine
Client:	<b>York Street, LLC</b> 36 Danforth Street, Portland, ME 04101

Drawing No.  
**WQ**



8-7-15



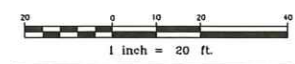
**LEGEND**

	ROOF/WALKWAY
	IMPERVIOUS PARKING/DRIVES
	VEGETATED

*Alto Palmer*



8-7-15



NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

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Rev.	Date	Revision

SITE PLAN REVIEW	8/7/15	AMP
Issued For	Date	By

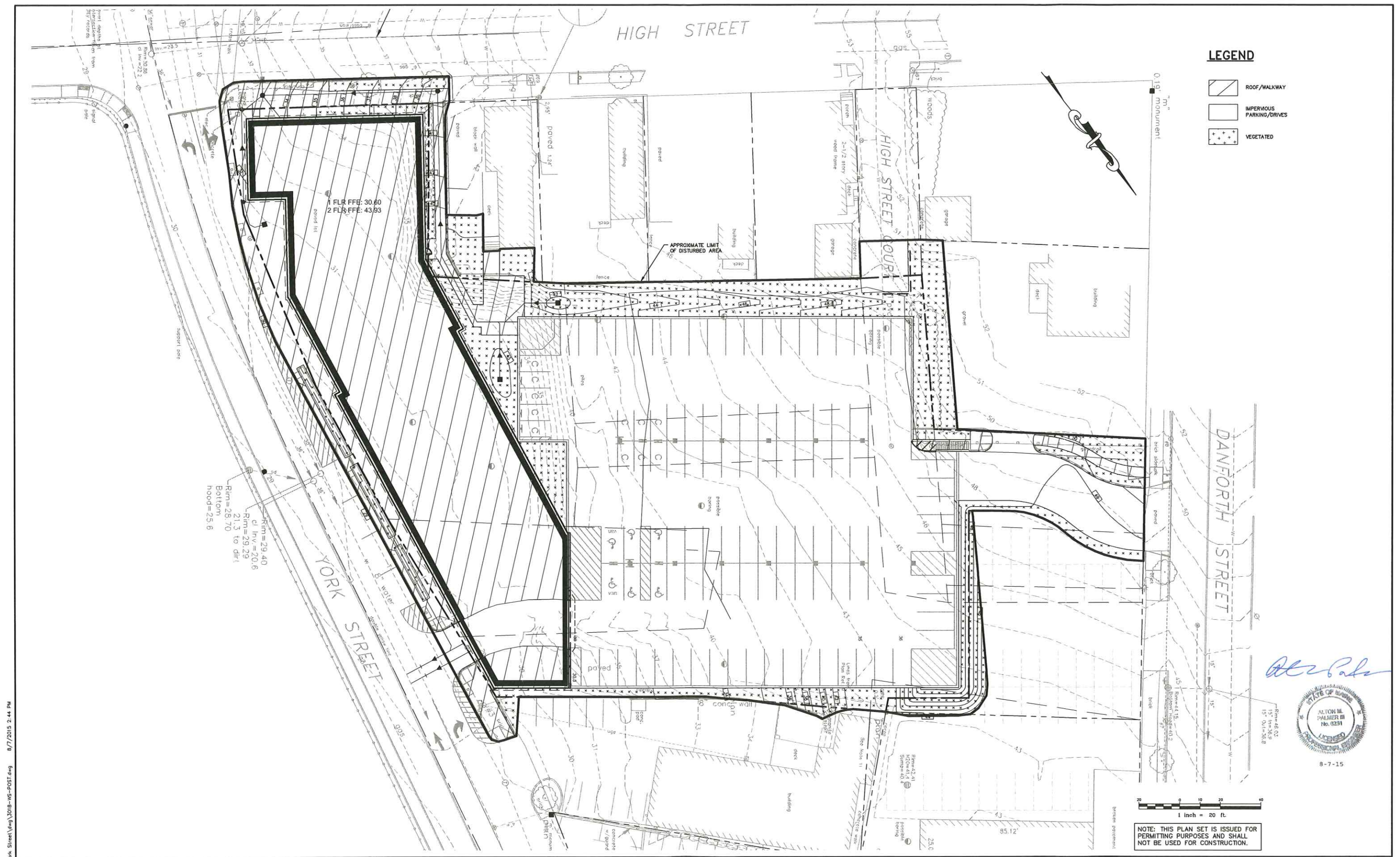
Design: JWA    Draft: CG    Date: JUNE 2015  
 Checked: AMP    Scale: 1"=20'    Job No.: 3018  
 File Name: 3018-WS-PRE.dwg  
 This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.

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Drawing Name:	<b>Pre Development Cover Type Map</b>
Project:	<b>York Street - Mixed Use Development</b> Portland, Maine
Client:	<b>York Street, LLC</b> 36 Danforth Street, Portland, ME 04101

Drawing No.  
**W1**



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Rev.	Date	Revision

SITE PLAN REVIEW	8/7/15	AMP
Issued For	Date	By

Design: JWA Draft: CG Date: JUNE 2015  
 Checked: AMP Scale: 1"=20' Job No.: 3018  
 File Name: 3018-WS-POST.dwg  
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Drawing Name: **Post Development Cover Type Map**  
 Project: **York Street - Mixed Use Development**  
 Portland, Maine  
 Client: **York Street, LLC**  
 36 Danforth Street, Portland, ME 04101

Drawing No. **W2**

*Alton M. Palmer*



8-7-15

*Alton M. Palmer III*

**EROSION AND SEDIMENTATION CONTROL**  
**BASIC STANDARDS**



**1.1 Overview**

This Exhibit demonstrates the developer has made adequate provision for controlling erosion and sedimentation. 8-7-15

**1.2 Introduction**

Gorrill Palmer has been retained by 101 York Street, LLC to prepare an Erosion and Sedimentation Control Report for a proposed five story multi-use building and two level parking structure at the corner of York Street and High Street in Portland, Maine. The redevelopment of the site is anticipated to include a 17,505 square foot footprint five story building with a total floor area of 97,753 square feet and 213 space parking garage. Figure 1 is a map showing the project location. Gorrill Palmer has prepared an Erosion and Sedimentation Control Plan for the proposed development. This narrative contains the general erosion and sedimentation control measures, which are appropriate for the construction of the project.

**1.3 Narrative**

**1.3.1 Existing Conditions and Soil Types**

The site is approximately 71,231 square feet (1.635 acres) in size and is currently developed with a restaurant and parking areas. The disturbed area is approximately 77,510.4 square feet (1.78 acres) which includes disturbance on adjacent lots. Abutting land uses include:

- North – Commercial
- East - Commercial
- South - Commercial
- West — Residential

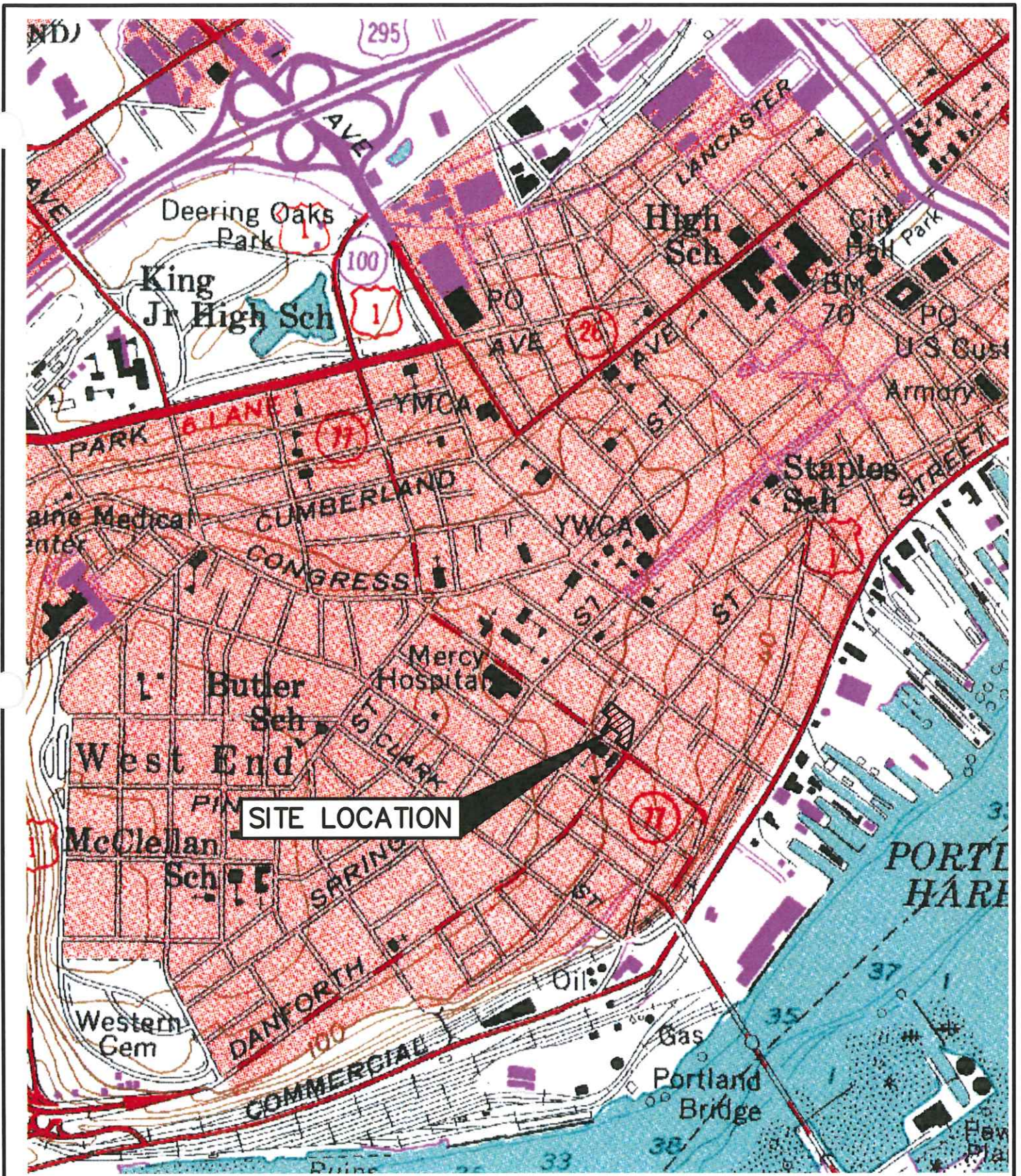
Topography in the area of the proposed construction varies from relatively flat slopes of approximately 6% to steep slopes of 35%. The existing site slopes generally towards York Street.

The Medium Intensity Soil Survey for Cumberland County as prepared by the Natural Resources Conservation Service was utilized in identifying the on-site soils. The soil report for this vicinity follows this page. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. The higher values are indicative of the more erodible soils. The following table lists the soils found on site and their K values:

K VALUE		
Type	Subsurface	Substratum
Hinckley gravelly sandy loam, 3 to 8 percent slopes	0.17	0.17

Based on the review of the K Values, the on-site soils have low susceptibility to erosion.





U.S.G.S. Location Map  
 York Street Condominiums - Portland, Maine  
 Portland West, Maine-7.5 Minute Series (Topographic)

Design: CEH	Date: AUG 2015
Draft: CG	Job No.: 3018
Checked: AMP	Scale: None
File Name: 3018-LOCATION.dwg	



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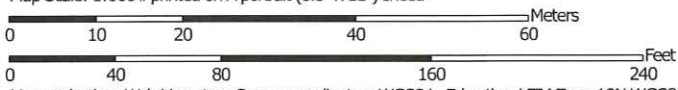
Figure

1

# Custom Soil Resource Report Soil Map



Map Scale: 1:866 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

## 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: <http://websoilsurvey.nrcs.usda.gov>  
 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 9, Sep 13, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 31, 2013—Aug 11, 2013

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 LEGEND

- Area of Interest (AOI)**
  - Area of Interest (AOI)
- Soils**
  - Spoil Area
  - Stony Spot
  - Very Stony Spot
  - Wet Spot
  - Other
  - Special Line Features
- 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
- Water Features**
  - Streams and Canals
- Transportation**
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background**
  - Aerial Photography

## Map Unit Legend

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HIB	Hinckley gravelly sandy loam, 3 to 8 percent slopes	1.9	100.0%
Totals for Area of Interest		1.9	100.0%

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

### **1.3.2 Existing Erosion Problems**

Gorrill Palmer is not aware of any existing erosion problems onsite.

### **1.3.3 Critical Areas**

The construction will take place within the existing development footprint, and is not anticipated to impact any critical areas.

### **1.3.4 Protected Natural Resources**

The site has been previously developed and does not contain wetlands. Based upon the FEMA maps, the site is not located within a Zone A 100-year floodplain.

### **1.3.5 Erosion Control Measures and Site Stabilization**

The primary emphasis of the erosion/sedimentation control plan, which will be implemented for this project, is as follows:

- ◆ Development of a careful construction sequence.
- ◆ Rapid revegetation of denuded areas to minimize the period of soil exposure.
- ◆ Rapid stabilization of drainage paths to avoid rill and gully erosion.
- ◆ The use of on-site measures to capture sediment (hay bales/ stone check dams/silt fence, etc.)

The following temporary and permanent erosion and sediment control devices will be implemented as part of the site development. These devices shall be installed as indicated on the plans or as described within this report. For further reference, see the latest edition of the Maine Erosion and Sediment Control BMPS.

#### **A. Dewatering**

Water from construction trench dewatering shall pass first through a filter bag or secondary containment structure (e.g. hay bale lined pool) prior to discharge. The discharge site shall be selected to avoid flooding, icing, and sediment discharges to a protected resource. In no case shall the filter bag or containment structure be located within 50 feet of a protected natural resource.

## **B. Inspection and Monitoring**

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 unestablished spots. Established vegetative cover means a minimum of 90% of areas vegetated with vigorous growth.

## **C. Temporary Erosion Control Measures**

The following measures are planned as temporary erosion/sedimentation control measures during construction:

1. Crushed stone-stabilized construction entrance shall be placed at the entrance along York Street.
2. Siltation fence or wood waste compost berms shall be installed downstream of any disturbed areas to trap runoff-borne sediments until grass areas are revegetated. The silt fence and/or wood waste compost berms shall be installed per the details provided in this package and inspected at least once a week and before and immediately after a storm event of 0.5 inches or greater, and at least daily during prolonged rainfall. Repairs shall be made if there are any signs of erosion or sedimentation below the fence or berm line. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the fence or berm, the barrier shall be replaced with a stone check dam. Wood waste compost berms are not to be used adjacent to wetland areas that are not to be disturbed.
3. Straw or hay mulch including hydroseeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulch placed between April 15th and October 15th on slopes of less than 15 percent shall be anchored by applying water; mulch placed on slopes of equal to or steeper than 15 percent shall be covered by a fabric netting and anchored with staples in accordance with manufacturer's recommendation. Fabric netting and staples shall be used on disturbed areas within 50' of lakes, streams, and wetlands regardless of the upstream slope. Mulch placed between October 15th and April 15th on slopes equal to or steeper than 8 percent shall be covered with a fabric netting and anchored with staples in accordance with the manufacturer's recommendations. Slopes steeper than 3:1 and equal to or flatter than 2:1, which are to be revegetated, shall receive curlex blankets by American Excelsior or equal. Slopes steeper than 2:1 shall receive riprap as noted on the plans. The mulch application rate for both temporary and permanent seeding is 75 lbs per 1000 sf as identified in Attachment A of this section. Mulch shall not be placed over snow.
4. Temporary stockpiles of stumps, grubblings, or common excavation will be protected as follows:
  - a) Temporary stockpiles shall not be located within 50 feet of any wetlands which will not be disturbed and shall be located away from drainage swales.

b) Stockpiles shall be stabilized within 7 days by either temporarily seeding the stockpile by a hydroseed method containing an emulsified mulch tackifier or by covering the stockpile with mulch, such as hay, straw, or erosion control mix.

c) Stockpiles shall be surrounded by sedimentation barrier at the time of formation.

5. All denuded areas that are within 50 feet of an undisturbed wetland, which have been rough graded and are not located within a building pad, parking area, or access drive subbase area, shall receive mulch or erosion control mesh fabric within 48 hours of initial disturbance of soil. All areas within 100 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window. In other areas, the time period may be extended to 7 days.

6. For work, which is conducted between October 15<sup>th</sup> and April 15<sup>th</sup> of any calendar year, all denuded areas, shall be covered with hay mulch or erosion control mix, applied at twice the normal application rate and anchored with a fabric netting. The time period for applying mulch shall be limited to 2 days for all areas.

7. York Street, High Street, and Danforth Street shall be swept to control mud and dust as necessary.

8. During grubbing operations stone check dams shall be installed at any evident concentrated flow discharge points and as directed on the Erosion Control Plans.

9. Silt fencing with a minimum stake spacing of 6 feet shall be used, unless the fence is supported by wire fence reinforcement of minimum 14 gauge and with a maximum mesh spacing of 6 inches, in which case stakes may be spaced a maximum of 10 feet apart. The bottom of the fence shall be anchored.

10. Wood waste compost/bark berms may be used in lieu of siltation fencing. Berms shall be removed and spread in a layer not to exceed 3" thick once upstream areas are completed and a 90% catch of vegetation is attained.

11. Water and/or calcium chloride shall be furnished and applied in accordance with MDOT specifications – Section 637 – Dust Control.

12. Loam and seed is intended to serve, as the primary permanent revegetative measure for all denuded areas not provided with other erosion control measures, such as riprap. Application rates are provided in Attachment A of this section. Seeding shall not occur over snow.

#### **D. Permanent Erosion Control Measures**

The following permanent erosion control measures have been designed as part of the Erosion/Sedimentation Control Plan:

1. All areas disturbed during construction, but not subject to other restoration (paving, riprap, etc.) will be loamed, limed, fertilized, mulched, and seeded. Fabric netting, anchored with staples, shall be placed over the mulch in areas as noted in **Temporary Erosion Control Measures** paragraph 3 of this report. All areas within 50 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window. Native topsoil shall be stockpiled and reused for final restoration when it is of sufficient quality.

#### **I.4 Implementation Schedule**

The following construction sequence shall be required to insure the effectiveness of the erosion and sedimentation control measures are optimized:

It is anticipated that construction of the project will commence in the Fall of 2015 and be completed by Fall of 2016.

Note: For all grading activities, the contractor shall exercise extreme caution not to overexpose the site, this shall be accomplished by limiting the disturbed area.

1. Install stabilized construction entrance at the intersection of the access drive and York Street.
2. Install perimeter silt fence and/or wood waste berms prior to commencement of demolition.
3. Perform demolition of existing site elements.
4. Foundation preparation area shall be excavated for installation of the building foundation. Building work will be on going through the remainder of the project.
5. Commence installation of drainage appurtenances.
6. Commence earthwork and grading to subgrade.
7. Commence installation of water and sewer lines.
8. Continue earthwork and grading to subgrade as necessary for construction.
9. Complete installation of underground utilities to within 5' of the buildings.
10. Install light pole foundations and light poles.
11. Complete remaining earthwork operations.
12. Complete installation of catch basins and appurtenances.
13. Install sub-base and base gravel within parking fields, walkways, and all driveways.



14. Install curbing in parking fields, driveways, and along the streets as needed.
15. Install base course paving for access drive and parking area as well as concrete surfaces.
16. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
17. Install surface course paving for access drive and parking areas. Stripe per plan.
18. Once the site is stabilized and a 90% catch of vegetation has been obtained, remove all temporary erosion control measures.
19. Touch up loam and seed.

Note: All denuded areas not subject to final paving, riprap, or gravel shall be revegetated.

Prior to construction of the project, the contractor shall submit to the owner a schedule for the completion of the work, which will satisfy the following criteria:

1. The above construction sequence should generally be completed in the specified order; however, several separate items may be constructed simultaneously. Work must also be scheduled or phased to reduce the extent of the exposed areas as specified below. The intent of this sequence is to provide for erosion control and to have structural measures such as silt fence and construction entrances in place before large areas of land are denuded.
2. The work shall be conducted in sections which shall:
  - a) Limit the amount of exposed area to those areas in which work is expected to be undertaken during the proceeding 30 days.
  - b) Revegetate disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading or before a storm event; or temporarily stabilized within 48 hours of initial disturbance of soil for areas within 50 feet of an undisturbed wetland and 7 days for all other areas. Areas within 50 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window.
  - c) Incorporate planned inlets and drainage system as early as possible into the construction phase. The ditches shall be immediately lined or revegetated as soon as their installation is complete.

#### **I.5 Erosion, Sedimentation and Stabilization Control Plan**

The Erosion Control information is included in the plan set.

#### **I.6 Details and Specifications**

The Erosion Control details and specifications are included in the plan set.

#### **I.7 Winter Stabilization Plan**

The winter construction period is from November 1 through April 15. If the construction site is not stabilized with pavement, a road gravel base, 75% mature vegetation cover or riprap by November 15 then the site needs to be protected with over-winter stabilization. An area considered open is any area not stabilized with pavement; vegetation, mulching, erosion control mats, riprap or gravel base on a road.

Winter excavation and earthwork shall be completed such that any area left exposed can be controlled by the contractor. Limit the exposed area to those areas in which work is expected to be under taken during the proceeding 15 days and that can be mulched in one day prior to any snow event.

All areas shall be considered to be denuded until the subbase gravel is installed in roadway/parking areas or the areas of future loam and seed have been loamed, seeded and mulched. Hay and straw mulch rate shall be a minimum of 150 lbs./1,000 s.f. (3 tons/acre) and shall be properly anchored.

The contractor shall install any added measures which may be necessary to control erosion/sedimentation from the site dependent upon the actual site and weather conditions. Continuation of earthwork operations on additional areas shall not begin until the exposed soil surface on the area being worked has been stabilized, in order to minimize areas without erosion control protection.

### **1. Soil Stockpiles**

Stockpiles of soil or subsoil shall be mulched for over winter protection with hay or straw at twice the normal rate or at 150 lbs/1,000 s.f. (3 tons per acre) or with a four-inch layer of woodwaste erosion control mix. This shall be done within 24 hours of stocking and re-established prior to any rainfall or snowfall. Any soil stockpile shall not be placed (even covered with hay or straw) within 50 feet from any natural resources.

### **2. Natural Resource Protection**

Any areas within 50 feet from any 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 erosion control mats. During winter construction, a double line of sediment barriers (i.e. silt fence backed with hay bales or erosion control mix) shall be placed between any natural resource and the disturbed area. Projects crossing the natural resource shall be protected a minimum distance of 50 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.

### **3. Sediment Barriers**

During frozen conditions, sediment barriers shall consist of woodwaste filter berms as frozen soil prevents the proper installation of hay bales and sediment silt fences.

### **4. Mulching**

An area shall be considered denuded until areas of future loam and seed have been loamed, seeded and mulched. Hay and straw mulch shall be applied at a rate of 150 lb. per 1,000 square feet or 3 tons/acre (twice the normal accepted rate of 75-lbs./1,000 s.f. or 1.5 tons/acre) and shall be properly anchored. Mulch shall not be spread on top of snow. The snow shall be removed down to a one-inch depth or less prior to application. After each day of final grading, the area shall be properly stabilized

with anchored hay or straw or erosion control matting. An area shall be considered to have been stabilized when exposed surfaces have been either mulched with straw or hay at a rate of 150 lb. per 1,000 square feet (3 tons/acre) and adequately anchored that ground surface is not visible through the mulch.

Between the dates of November 1 and April 15, all mulch shall be anchored by peg line, mulch netting, asphalt emulsion chemical, or wood cellulose fiber. When ground surface is not visible through the mulch then cover is sufficient. After November 1<sup>st</sup>, mulch and anchoring of all bare soil shall occur at the end of each final grading workday.

#### **5. Mulching on Slopes and Ditches**

Slopes shall not be left exposed for any extended time of work suspension unless fully mulched and anchored with peg and netting or with erosion control blankets. Mulching shall be applied at a rate of 230 lbs/1,000 s.f. on all slopes greater than 8%.

Mulch netting shall be used to anchor mulch in all drainage ways with a slope greater than 3% for slopes exposed to direct winds and for all other slopes greater than 8%. Erosion control blankets shall be used in lieu of mulch in all drainage ways with slopes greater than 8%. Erosion control mix can be used to substitute erosion control blankets on all slopes except ditches.

#### **6. Seeding**

Between the dates of October 15 and April 1<sup>st</sup>, loam or seed will not be required. During periods of above freezing temperatures finished areas shall be fine graded and either protected with mulch or temporarily seeded and mulched until such time as the final treatment can be applied. If the date is after November 1<sup>st</sup> and if the exposed area has been loamed, final graded with a uniform surface, then the area may be dormant seeded at a rate of 3 times higher than specified for permanent seed and then mulched. Dormant seeding may be selected to be placed prior to the placement of mulch and fabric netting anchored with staples. If dormant seeding is used for the site, all disturbed areas shall receive 4" of loam and seed at an application rate of 5 lbs/1,000 s.f. All areas seeded during the winter shall be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75% catch) shall be revegetated by replacing loam, seed and mulch. If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.

#### **Standards for Timely Stabilization of Construction Sites During Winter**

**1. Standard for the timely stabilization of ditches and channels --** The applicant shall construct and stabilize all stone-lined ditches and channels on the site by November 15. The applicant shall construct and stabilize all grass-lined ditches and channels on the site by September 1.

**2. Standard for the timely stabilization of disturbed slopes --** The applicant shall construct and stabilize stone-covered slopes by November 15. The applicant shall seed and mulch all slopes to be vegetated by September 1. The department shall consider any area having a grade greater than 15% to be a slope.

**3. Standard for the timely stabilization of disturbed soils --** By September 15 the applicant shall seed and mulch all disturbed soils on areas having a slope less than 15%. If the applicant fails to stabilize these soils by this date, then the applicant shall take one of the following actions to stabilize the soil for late fall and winter.

## **1.8 Maintenance of facilities**

The stormwater facilities will be maintained by the Applicant, 101 York Street, LLC or their assigned heirs. The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction as required by the Erosion Control Report. Long-term operation/maintenance recommended for the stormwater facilities is presented below.

The responsible party may contract with such professionals, as may be necessary in order to comply with this provision and may rely on the advice of such professionals in carrying out its duty hereunder, provided, that the following operation and maintenance procedures are hereby established as a minimum for compliance with this section. A maintenance log of the inspections shall be kept by the responsible party.

### **Inspection and Maintenance Frequency and Corrective Measures:**

The following areas, facilities, and measures will be inspected and the identified deficiencies will be corrected. Clean-out must include the removal and legal disposal of any accumulated sediments and debris.

### **Catch Basins:**

Inspect catch basins 2 times per year (preferably in Spring and Fall) to ensure that the catch basins are working in their intended fashion and that they are free of debris. Clean structures when sediment depths reach 12" from invert of outlet. If the basin outlet is designed with a hood to trap floatable materials (i.e. Snout), check to ensure watertight seal is working. At a minimum, remove floating debris and hydrocarbons at the time of the inspection. Hydrocarbon Socks installed within catch basins shall be properly disposed of by an approved contractor within 14 days after the first 1" rainfall event after final pavement. Hydrocarbon Socks shall be maintained within all catch basins during the first year of operation. All socks shall be removed and disposed of one year after the initial replacement. New Hydrocarbon Socks shall be installed within areas that receive new pavement in the future

### **Vegetated Areas:**

Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

**Roadways and Parking Surfaces:** Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader. Repair potholes and other roadway obstructions and hazards. Plowing and sanding of paved areas shall be performed as necessary to maintain vehicular traffic safety.

### **Stormwater Planters:**

Maintenance shall be performed at least 2 times per year (preferably in Spring and Fall). At a minimum, the maintenance shall consist of the following:

1. Stormwater Planter Unit Inspection
2. Foreign debris, silt, mulch & trash removal
3. Filter media evaluation and recharge as necessary

4. Plant health evaluation and pruning or replacement as necessary
5. Replacement of mulch
6. Disposal of all maintenance refuse items

### Housekeeping

The following procedures are hereby established as a minimum for compliance with this section. For further information on the procedures listed below, refer to MDEP Chapter 500 rules – Appendix C.

#### **Spill Prevention:**

Appropriate spill prevention, containment, and response planning/implementation shall be used to prevent pollutants from being discharged from materials on site.

#### **Groundwater Protection:**

During construction, hazardous materials with the potential to contaminate groundwater shall not be stored or handled in areas of the site which drain to an infiltration area.

#### **Fugitive Sediment and Dust:**

Appropriate measures shall be taken to ensure that activities do not result in noticeable erosion of the soils and water and/or calcium chloride shall be used to ensure that activities do not result in fugitive dust emissions during or after construction.

#### **Debris and Other Materials:**

Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.

#### **Trench or Foundation De-watering:**

Water collected through the process of trenching and/or de-watering must be removed from the ponded area, and must be spread through natural wooded buffers or other areas that are specifically designed to collect the maximum amount of sediment possible.

#### **Non-stormwater Discharges:**

Identify and prevent contamination by non-stormwater discharges.

### Conclusion

The Applicant has provided temporary and permanent erosion control measures as well as specifying a sequence of construction as measures to minimize erosion and sedimentation.

### Attachments

- Attachment A - Seeding Plan
- Attachment B - Inspection Report

ATTACHMENT A  
Seeding Plan

SEEDING PLAN

Project: York Street Mixed Use Development

---

Site Location: Portland, ME

Permanent Seeding                       Temporary Seeding

1. Instruction on preparation of soil: Prepare a good seed bed for planting method used.
2. Apply lime as follows: \_\_\_\_\_ # / acres, OR 138 # /M Sq. Ft.
3. Fertilize with \_\_\_\_\_ pounds of \_\_\_\_\_ N-P-K/ac. OR 13.8 pounds of 10-10-10 N-P-K/M Sq. Ft.
4. Method of applying lime and fertilizer: Spread and work into the soil before seeding.
5. Seed with the following mixture:  
    50% Winter Rye  
    50% Annual Rye
  
6. Mulching instructions: Apply at the rate of \_\_\_\_\_ per acre, OR 75 pounds per M. Sq. Ft.

	<u>Amount</u>	<u>Unit # Tons. Etc.</u>
7. TOTAL LIME	138	#/1000 sq. ft.
8. TOTAL FERTILIZER	13.8	#/1000 sq. ft.
9. TOTAL SEED	1.03	#/1000 sq. ft.
10. TOTAL MULCH	75	#/1000 sq. ft.
11. TOTAL other materials, seeds, etc.	<hr/>	
12. REMARKS		

Spring seeding is recommended; however, late summer (prior to September 1) seeding can be made. Permanent seeding should be made prior to August 5 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

SEEDING PLAN

Project: York Street Mixed Use Development

---

Site Location: Portland, ME

Permanent Seeding                       Temporary Seeding

1. Instruction on preparation of soil: Prepare a good seed bed for planting method used.
2. Apply lime as follows: \_\_\_\_\_ # / acres, OR 138 # /M Sq. Ft.
3. Fertilize with \_\_\_\_\_ pounds of \_\_\_\_\_ N-P-K/ac. OR 18.4 pounds of 10-20-20 N-P-K/M Sq. Ft.
4. Method of applying lime and fertilizer: Spread and work into the soil before seeding.
5. Seed with the following mixture:
  - 40% Creeping Red Fescue
  - 30% Charger II Perennial Ryegrass
  - 20% KenBlue Kentucky Bluegrass
  - 10% Tiffany Chewings Fescue
6. Mulching instructions: Apply at the rate of \_\_\_\_\_ per acre, OR 75 pounds per M. Sq. Ft.

	<u>Amount</u>	<u>Unit # Tons. Etc.</u>
7. TOTAL LIME	138	#/1000 sq. ft.
8. TOTAL FERTILIZER	18.4	#/1000 sq. ft.
9. TOTAL SEED	1.03	#/1000 sq. ft.
10. TOTAL MULCH	75	#/1000 sq. ft.

11. TOTAL other materials, seeds, etc. \_\_\_\_\_

12. REMARKS

Spring seeding is recommended, however, late summer (prior to September 1) seeding can be made. Permanent seeding should be made prior to August 5 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.



**ATTACHMENT B**  
**Inspection Report**

**STORMWATER POLLUTION PREVENTION PLAN**

**INSPECTION REPORT**

PROJECT INFORMATION

Project Name: York Street Mixed Use Development

Address: 101 York Street  
Portland, Maine

CONTRACTOR/SUBCONTRACTOR INFORMATION

Inspector Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Qualifications: \_\_\_\_\_

INSPECTION SUMMARY

Date of Inspection: \_\_\_\_\_

Major Observations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN WITH THE FOLLOWING EXCEPTIONS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACTIONS NECESSARY TO BRING FACILITY INTO COMPLIANCE:

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REQUIRED MODIFICATIONS TO STORMWATER POLLUTION PREVENTION PLAN  
(MUST BE IMPLEMENTED WITHIN 7 DAYS OF INSPECTION):

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CERTIFICATION STATEMENT:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 6. Consistency with City Master Plans

The project is located in the B-3 Downtown Business Zone, the Downtown Entertainment Overlay Zone, and a small portion of site improvements is located in the Historic District.

The project developers believe that the project is consistent with the goals of the City and promotes the following purpose of the B-3 zone as follows:

- Maintain and enhance the role of the downtown as the business and commercial center of the region;  
*The proposed project will construct 17,505 sf. of flexible commercial space at the ground level of York Street and will construct 211 parking spaces to support the region.*
- Enhance and promote the orderly expansion of retail and service businesses downtown, satisfying the related needs of the city's resident, working and visitor populations;  
*The proposed project will construct 17,505 sf. of flexible commercial space at the ground level of York Street and will construct 211 parking spaces to support the region.*
- Encourage increased housing opportunity downtown for a diverse residential population;  
*The proposed project will construct 63 residential condominiums on the upper four floors on the mixed-use building.*
- Enhance the pedestrian environment through the encouragement of intensive mixed-use activities, through the enhancement and maintenance of public and private open space, and through the enlivenment and increased attractiveness of the street environment;  
*As previously mentioned, the proposed project is a mixed-use building. The proposal is for flexible commercial space at the street level ground floor and 63 residential condominiums on the upper four floors. Public and private improvements will significantly enhance the streetscape.*
- Encourage excellence in urban design;  
*The architectural design is evocative of the historic look and scale of buildings in the area, while bringing the best elements of contemporary design. Brick, granite, glass, and high-quality metals are arranged to create visual interest and employs a variation in materials, window types & sizes, and architectural details.*
- Preserve and capitalize on the unique character and historic fabric of the downtown through the encouragement of reuse of significant existing structures;  
*There are not significant existing structures to be preserve or reuse.*
- Reinforce the role of the downtown as a meeting place for community residents and visitors alike from all walks of life and all socio-economic groups;  
*The proposed project will construct shared patio space for 63 residential condominiums and the adjacent two-unit residence at 27 High Street.*

- Provide adequate parking and transportation facilities which promote accessibility, enhance and encourage development opportunity, and enhance and protect the pedestrian environment;  
*The proposed project will provide shared parking, shared driveways, reduce curb cuts, accessible parking and brick sidewalks.*
- Provide for the relocation of residents who are displaced by development.  
*The proposed project will construct 63 residential condominiums.*

### **Pedestrian-Oriented**

The project's redevelopment along York Street and at the intersection with High Street will significantly enhance the streetscape and promote pedestrian-oriented travel along the street frontage. Enhancements include building exterior, brick sidewalks, granite curbing, curb ramps, architectural lighting, granite sit walls, street trees and landscaped planters. The street-level flexible commercial space will be pedestrian friendly by providing floor to ceiling store front windows for create visual interest and by providing the individual tenants the ability for separate entrances from the street. These design elements meet the intent of the design guidelines and will create an enhanced and enjoyable pedestrian environment.

### **Contextual Architecture**

The land bordered by York Street, High Street, and Danforth Street in Portland, Maine sits between the Old Port District and the West End. In the great fire of July 4, 1866, much of the Old Port was burned and the fire stretched down to the corner of York and High Streets and was halted before reaching the West End. The rebuilding of the city after the fire resulted in the construction of many brick buildings in the Old Port area. The York Street Development is a "bridge" between these two areas of the city.

The York Street Development is an in-between condition and thus creates a "bridge" between the commercial brick buildings of the Old Port and the wood residential buildings of the West End. While the functions of the building are divided vertically, commercial space at street level and residential space on the upper levels, the architecture is divided by the Old Port and the West End.

The exterior facades of the building toward the Old Port are delineated in masonry; brick and granite. These facades are detailed in a simple fashion similar to the brick buildings that exist in the Old Port along the piers.

The exterior facades at the corner of York and High Streets are delineated with residentially scaled materials and colors similar to the buildings of the West End. These facades are details in a more ornate fashion with historically proportioned trim, storefront details and cornice.

## **7. Availability of Off-Site Facilities**

The project is located within the city block of York Street, High Street, Danforth Street and Maple Street in a fully developed area of the City. There is significant utility infrastructure, including water, sewer, natural gas, electrical power, and telecommunications within close proximity to the project.

An Existing Conditions Plan is included in the site plan set of this application which depicts the location of the infrastructure around and within the site.

### Water

The project will construct a new service off from an 8-inch existing water main in York Street. The Portland Water District has provided a letter indicating the ability to serve the project.

### Natural Gas

Natural gas service will be provided by Unitil from an existing main in York Street. Unitil has provided a letter indicating the ability to serve the project.

### Storm Drainage

The proposed project will redevelop existing impervious surfaces (including gravel areas). Thus, the project is only required to meet the “basic” requirements pursuant to Portland’s Stormwater Standards within the Technical Manual. Stormwater runoff will be collected onsite via drains and conveyed to the newly installed 48-inch municipal storm drain within High Street. The new municipal storm drain was recently installed as a stormwater and sanitary separation project and discharges to the ocean. Stormwater planters will be constructed to provide treatment for a portion of York Street to offset the small increase in impervious area.

The stormwater management report by Gorrill-Palmer is included in this application and addresses the design and analysis of the proposed storm drainage system in detail.

### Sanitary Sewer

One 8-inch sewer connection will be made for the building’s sanitary discharge. In addition, a sewer connection will be made for drainage. This connection will support the drains for the lower level covered parking within the garage and the underdrains for the stormwater planters. Please note that oil and water separating catch basins will be utilized for the lower level to collect any runoff associated with car “drip” within the garage.

It should be noted that the first floor is flexible commercial space with the potential for a restaurant. Should it become certain that a restaurant will occupy tenant spaces, an internal in-kitchen grease trap will be installed to intercept flow from the kitchen drains.

A Wastewater Capacity Application has been completed and is included as part of the submission material.

### Electrical Power

Relocation of Overhead Power Lines along York Street - Central Maine Power (CMP) has existing overhead 3-phase power along the north side of York Street, the south side of Danforth Street, and single-phase power along the east side of High Street. Given the close proximity of the proposed building to York Street, as required by Portland's zoning ordinance, the proposal is to relocate the overhead power along York Street to the south side of the street. Consequently, the relocation will resolve conflicts with CMP's clearance requirements to the power lines.

New Power Services - The existing over-head single-phase power down High Court Street will be removed. New underground electric services will be installed underground from an existing pole on Danforth Street. With the execution of an easement with 78 Danforth Street, the new services and transformer will be installed along the common property line. CMP has provided a letter indicating the ability to serve the project.

### Telecommunications

Fairpoint and Time Warner Cable telecommunications are located overhead on the same poles as the power. The proposed services will be installed with the electric off from Danforth Street. Both Fairpoint and have provided letters indicating the ability to serve the project.



August 28, 2015

Barry Stowe  
Opechee Construction Corporation  
11 Corporate Drive  
Belmont NH 03220

Re: York Street Apartments, Mixed Use Plan, York Street, Portland, ME

Dear Mr. Stowe:

Thank you for your interest in using natural gas for the above referenced project.

Unitil has natural gas in the vicinity of this project to provide additional gas service. The evaluation to complete the design, costs and determining what the customer contribution may be, if any, can be completed once Unitil receives the completed design and load information. Unitil welcomes the opportunity for further discussions regarding this project.

If you have any further questions or require additional information, please contact me directly at (207) 541-2505 or at [fowler@unitil.com](mailto:fowler@unitil.com).

Sincerely,

Kelly Fowler  
Sr. Business Development Representative  
Unitil Corporation  
(o) 207-541-2505 (f) 207-541-2565

---

**ME GAS CUSTOMER ENERGY SOLUTIONS**

1075 Forest Avenue  
Portland, ME 04103-3586

T 207-541-2508 [www.unitil.com](http://www.unitil.com)



## Barry Stowe

---

**From:** Pelletier, Mark <mark.pelletier@twcable.com>  
**Sent:** Friday, July 10, 2015 10:45 AM  
**To:** Barry Stowe  
**Subject:** RE: Ability to serve letter for a new JB Brown mixed use building project

Barry,

Hoping this email will do for a "ability to serve" letter?

Time Warner Cable does have existing cable plant in the scope of work area and will be able to provide all our services to the project. A 4 inch conduit with rope will be needed to provide services to the bldg(s). I will need to get asset of Power company plans to see how/route they are going to take to provide pwr. I'll also need to get involved in a few of the first preconstruction utility meetings etc.

Please keep me in the loop and have a good weekend..

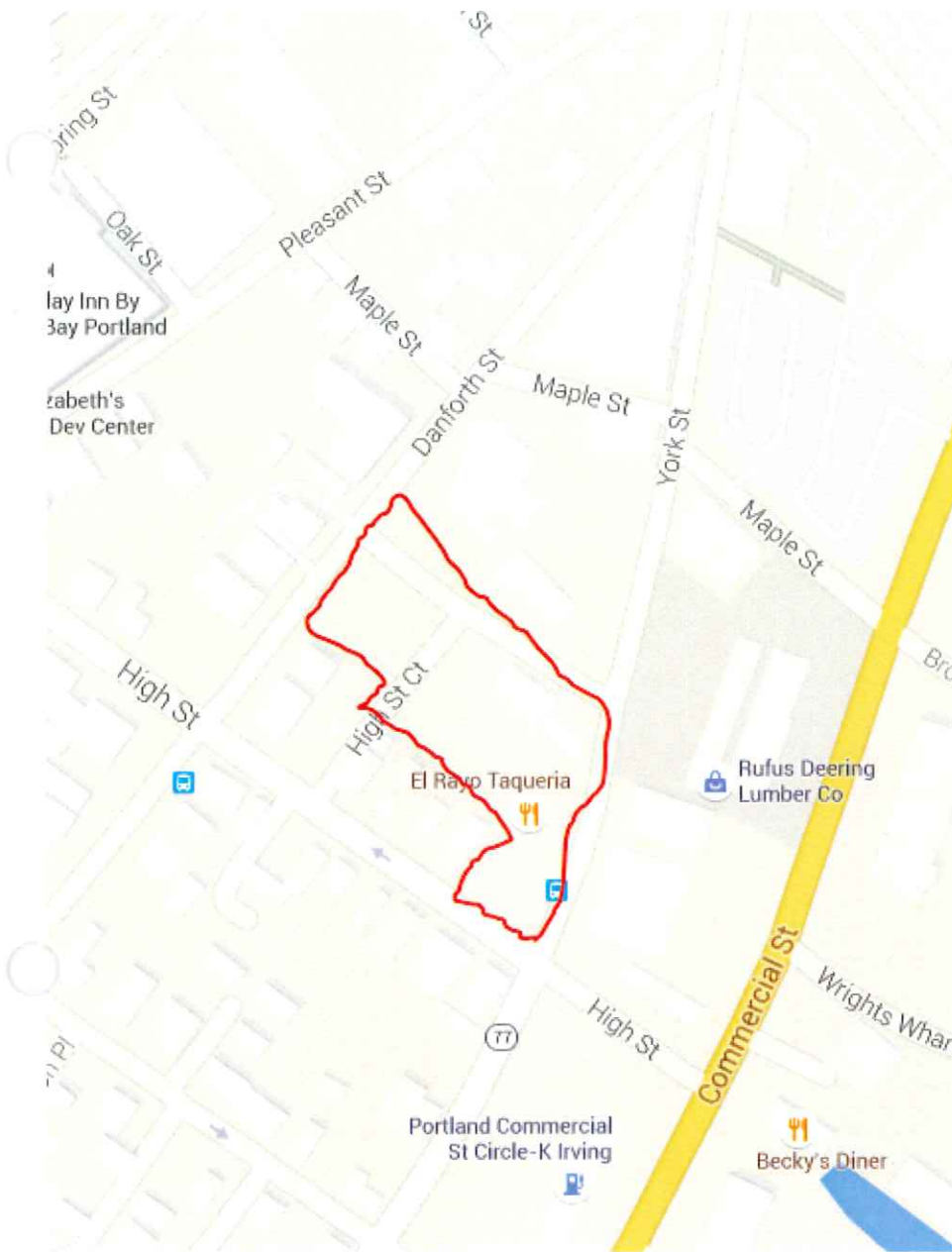
Mark

---

**From:** Barry Stowe [<mailto:barrys@opechee.com>]  
**Sent:** Thursday, July 09, 2015 2:46 PM  
**To:** Pelletier, Mark  
**Subject:** Ability to serve letter for a new JB Brown mixed use building project

Hi Mark,

JB Brown & Sons is proposing to construct a new 5-story mixed use building and parking garage within the city block between York Street, High Street and Danforth Street. The project will provide 63 apartments, 17,000 sf flexible commercial space, and around 200 parking spaces. As part of the site permitting process, we need to provide the City with "ability to serve" letters from the various utility companies. I was hoping you could provide me with that letter. Opechee Construction Corporation is the same design/build general contractor that constructed the Marriott Courtyard on Commercial Street. If you require any information, please contact me.



Thank you,

Barry Stowe

Opechee Construction Corporation  
11 Corporate Dr | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

[barrys@opechee.com](mailto:barrys@opechee.com) | [www.opechee.com](http://www.opechee.com)

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Fairpoint Communications  
Engineering Dept.  
5 Davis Farm Rd  
Portland, Me. 04103  
November 18, 2014

Barry Stowe  
Opechee Construction Corporation  
11 Corporate Dr  
Belmont NH 03220

To whom it may concern:

Fairpoint Communications does have the ability to service the proposed new 5-story mixed use building and parking garage within the city block between York Street, High Street and Danforth Street. The project will provide 63 apartments, 17,000 sf flexible commercial space, and around 200 parking spaces in Portland, ME 04101 per the Maine Public Utilities Commission Tariff.

Sincerely,  
John Caprio  
Senior Network Engineer  
Fairpoint Communications  
jcaprio@fairpoint.com  
207-797-1678



Central Maine Power

1-800-750-4000

162 Canco Road, Portland, Maine 04103

July 13, 2015

Opechee Construction Corporation  
C/O Mr. Barry Stowe  
11 Corporate Drive  
Belmont, NH 03220

RE: Three Phase Electric Service, York Street, Portland, Maine

Dear Mr. Stowe,

This letter is to advise you Central Maine Power has sufficient three phase electrical capacity in the area to serve the subject project.

Once the project is accepted by the City of Portland, the owner will need to call our Customer Service Center at 1-800-565-3181 to sign up for a New Account and a Work Request Order so we may provide an actual cost.

I will need to know what size service and voltage the Customer will be requesting.

If you have any questions please feel free to call me at 828-2882.

Sincerely,

Paul DuPerre  
Energy Service Specialist



## Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

July 2, 2014

WBRC Architects-Engineers  
30 Danforth Street, Suite 306  
Portland, ME 04101

Attn: Chris Parent, EI  
Re: Danforth/York Parking Garage; 101 York Street, Portland  
Ability to Serve with PWD Water

Dear Mr. Parent:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on May 23, 2014. 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 does not constitute approval of this project from the District.** Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

### Existing Site Service

According to District records, the project site does currently have existing water service. There are numerous existing water services at this site connected to the water mains in York, High and Danforth Streets. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

### Water System Characteristics

According to District records, there are a combination of 6-inch and 8-inch diameter water mains within York, High and Danforth Streets, and public fire hydrants located as shown on the attached infrastructure map.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location: Danforth Street at Maple Street  
Hydrant Number: POD-HYD00133  
Last Tested: 3/26/2008  
Static Pressure: 91 psi  
Residual Pressure: 88 psi  
Flow: 1,644 GPM

### Public Fire Protection

You have not indicated whether this project will include the installation of new public hydrants to be accepted into the District water system. The decision to require new hydrants and to

determine their locations is solely that of the local fire department. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

#### Domestic Water Needs

The ability to serve request indicated that the new development is estimated to demand 5,520 gallons per day. The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

#### Private Fire Protection Water Needs

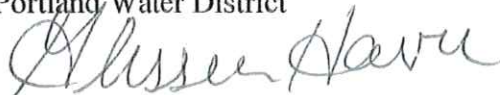
You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that 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 the MEANS Division to request a hydrant flow test and we will work with you to get more complete data.

#### Conditions of Service

The District can confirm that the existing water system and the sewer treatment and interception systems have the capacity to serve the proposed parking garage and mixed-use four story building. Please contact the City of Portland for specifics related to the City's sewer collection system. The District has found evidence of at least 13 existing water services from York, High and Danforth Streets that enter through the properties frontage. Any existing services that will no longer be used as a result of this development must be terminated at the water main per District standards. Typically service termination would be the responsibility of the developer; however, since the District has plans to replace the water mains in York, High and Danforth Streets. At the time of the new installation any unused services will not be reconnected to the new water main. If the timing of the District's renewal project permits, it may be beneficial to work with the development team to have any new services installed along with the new main installation.

As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water service line configuration. We will work with you to ensure that the design meets our current standards. If the District can be of further assistance in this matter, please let us know.

Sincerely,  
Portland Water District

  
Glissen Havu, E.I.  
Design Engineer

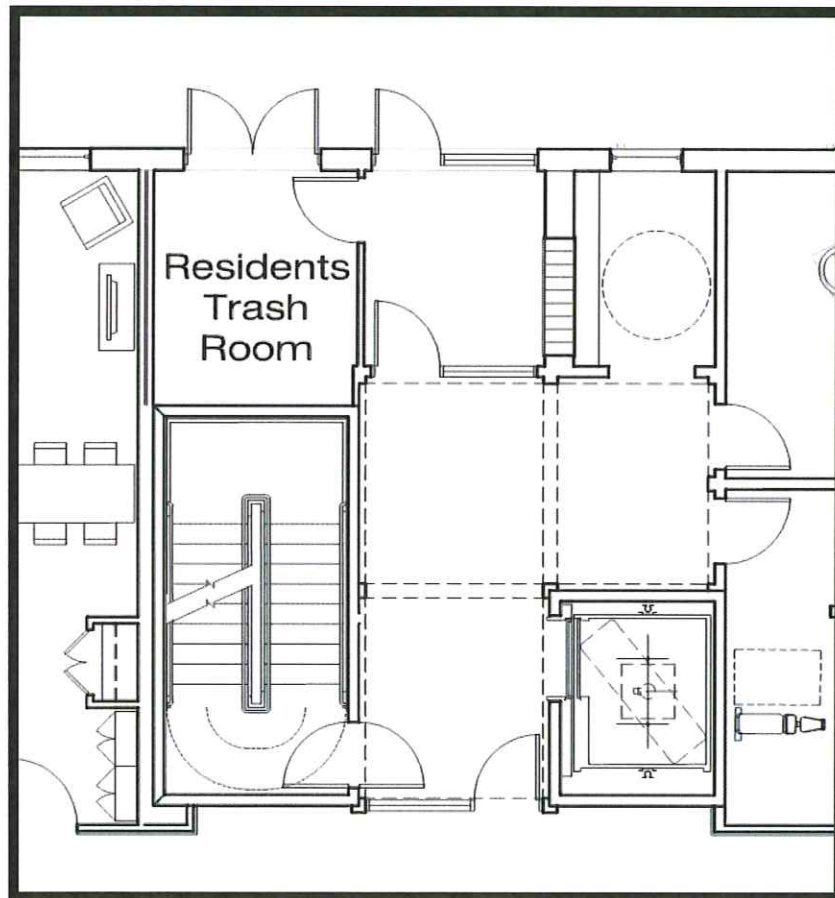
## 8. Solid Waste

### Residence:

-A solid waste room will be provided within the building adjacent to entrance. Residents will bring their trash to the room individually. A commercial waste management company will be retained to facilitate the trash/recycling operations.

### Commercial Space:

-Tenant's will remove their waste individually to offsite containers provided by J.B. Brown. A commercial waste management company will be retained to facilitate the trash/recycling operations for these offsite containers.



## 9. Code summary per NFPA 1 and Fire Dept. Standards

### Fire/Building Codes:

-The building will be designed in accordance with the City Building Code, as well as all applicable local, state, and federal codes/laws. The building will be fully sprinklered in accordance with NFPA 13, and will have fire detection/alarm systems as dictated by NFPA 72 and the underlying codes.

### Technical Standard 3.2 - Fire Hydrants:

-There are (7) municipal fire hydrants located within 500 feet radius of the building. Please see the attached GIS map from the Portland Water District

### Technical Standard 3.3 - Single and Two Family Residential Development:

- Not applicable

### Technical Standard 3.4 - Site Access Standards:

-Fire department access is provided via York Street and High Street for 2 sides of the building. Also, a portion of building will be accessible via an access driveway from Danforth Street.

- All site access provides no less than 9 feet in clearance height.

-All elevators will accommodate an 80 x 24 stretcher.

-The building will display the assigned street numbers

### Technical Standard 3.5 - Standards for emergency access lanes and gates:

- Not applicable

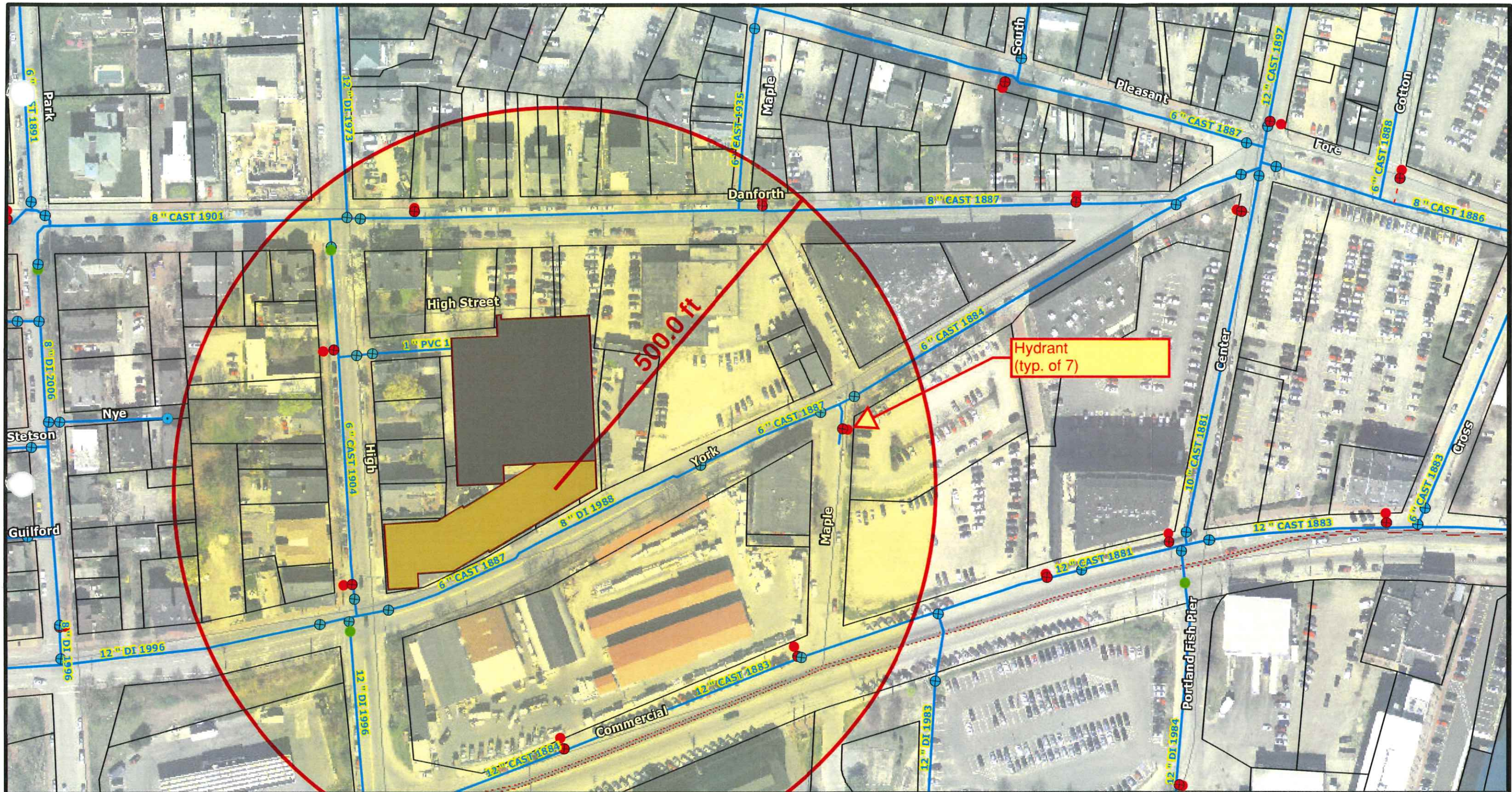
### Technical Standard 3.6 - Subdivision Standards:

- Not applicable

### Technical Standards 3.7 through 3.11 - Standards for blasting and regulation of explosives:

- Geotechnical explorations were performed and the subsurface condition does contain bedrock. Based on the findings, large blast operations are anticipated. Accordingly, Opechee Construction Corporation will prepare an application in accordance with the technical standards for a blasting permit all the application information for a blasting permit for information. The standards for blasting and regulation of explosives for a large blast operation.





0 60 120 240 360 480 Feet 1 inch = 120 feet

**PORTLAND WATER DISTRICT**  
 225 Douglass Street  
 Portland, ME 04104

Legend			
● Air Valve	● Connection	⊕ Combined Service	● Manhole
⊕ Blow Off	▲ Attribute Change	⊕ Domestic Service	● CSO
⊕ By Pass	▲ Reducer	⊕ Fire Service	→ Gravity
⊕ Distribution	● Hydrant	● Private Hydrants	→ Force
⊕ Transmission	● Hydrant Control	⊕ Meter Pits	

# York Street Project

## Portland

Disclaimer: This map is suitable for preliminary study and analysis and is based on PWD record information. PWD is not liable for any damages whatsoever resulting from inaccurate data or from errors made in the location and marking of its infrastructure.

Drawn By: Morris  
 Prepared For: Barry Stowe

Scale: As Noted  
 Date: 07/30/2015

## 10. Consistency With Design Standards

As described in other sections of this application, the project is consistent with the general design standards contained in Section 14-526 of the Land Use Ordinance. In addition, there are specific design standards applicable to the B-3 Downtown Business Zone that are set forth in the City of Portland Design Manual. For convenience and to ensure completeness of this section of the application, the B-3 Zone Design Standards are reproduced below and the applicant's statements regarding consistency follow each section in italics.

### (b) B-3 DOWNTOWN BUSINESS ZONE:

#### (1) STANDARDS.

- a. In addition to applicable standards of Section 14-526 of the Land Use Code, development located within the B-3 zone shall also meet the following standards. Adequacy in meeting these standards will be evaluated on the basis of descriptions and illustrations in the Downtown Urban Design Guidelines included as Appendix 1 of this manual. Nothing in this section is intended to discourage creative and responsive design or to mandate similarity or mimicry of design in order to achieve the standards herein:
  1. Relationship to the pedestrian environment:
    - i. General: The exterior design of portions of buildings within the first thirty-five (35) feet of height shall enhance the character, attractiveness, comfort, security, and usability of the street level pedestrian environment. Factors to be considered include the design, placement, character and quality of the following:
      - 1) Storefronts and building facades, including such factors as relationship to adjacent or nearby structures or open space, pedestrian character, materials and detailing, transparency (having a visible transmittance (VT) of .7 or higher) and contemporary design;  
*The proposed building will have floor to ceiling pedestrian friendly store front windows that will provide visual interest. The windows will meet the visible transmittance requirement.*
      - 2) Building entrances, including such factors as compatibility with the building's façade, prominence along the street, access to the street, and accessibility for physically handicapped or for those with special needs;  
*The commercial space on the first floor will have access to the street. With the utilization of floor to ceiling store front windows, entrance locations will be flexible to the final layout of the tenant space.*
      - 3) Blank facades; and  
*The maximum length of undifferentiated blank wall is only 11 feet 4 inches.*

- 4) Special features, such as selective use of such features as building arcades and skywalks or elevated walkways.

***The proposed public sidewalks building façade will include special features such as granite sit walls, planters, and stormwater planters to promote urban design elements. Some of these special features elevate a portion of the walkway above the street curb to maximize the length of building façade with at-grade street access.***

- b. Pedestrian Activities District (PAD): In addition to subsection 1 of this section, proposed development located within the pedestrian activities district (PAD) overlay zone, as shown on the pedestrian activities district map, a copy of which is on file in the department of planning and urban development, shall be designed and constructed to accommodate pedestrian oriented uses at the street level. In determining such design, the following factors should be considered:

***Not applicable. Project is not located in the PAD district.***

1. The exterior design of the street level building facade, including the placement of entrances, potential entrances, and window openings;
2. The design and placement of impenetrable exterior building features such as columns, piers, bearing walls and retaining walls;
3. The orientation of proposed street level uses to the street and the accessibility of floor area to the street by virtue of grade elevations and access;
4. The adequacy of the interior layout of the first twenty (20) feet in depth of the building along specified streets to accommodate viable pedestrian-oriented uses;
5. The continuity of street level uses as impacted by service entrances to parking structures or lots, drive-through facilities or other interruptions.

- c. Pedestrian activities district (PAD) encouragement areas: In addition to subsection 1 of this section, proposed development located within the pedestrian activities district (PAD) encouragement areas, as shown on the pedestrian activities district map, a copy of which is on file in the Planning and Urban Development Department, shall be designed and constructed to be reasonably capable of being converted to accommodate uses permitted in the PAD overlay zone in accordance with the factors set forth in subsection b. of this section.

***Not applicable. Project is not located in the PAD district encouragement area.***

- d. Sidewalk areas and open space: The design of publicly accessible sidewalk areas and open space shall complement the general pattern of the downtown pedestrian environment, conform to special City of Portland streetscape programs described in the Technical Manual, and enhance the attractiveness, comfort, security, and usability of the pedestrian environment. Factors to be considered include the design, placement, character, durability, and quality of the following:

1. Sidewalk, crosswalk, and street paving materials;

***All the proposed sidewalks and the driveway crosswalk will utilize brick pavers to promote the downtown pedestrian environment. Also, the streets improvements will utilize granite curbing and bituminous concrete.***

2. Landscaping, planters, irrigation, and tree guards and grates;  
*The project proposes to enhance the streetscape with planters and street trees.*
  3. Lighting;  
*The project proposes new public street lighting along York Street and High Street. The project utilizes the Bayside District Medium Scale Light.*
  4. Pedestrian amenities such as benches and other seating, trash receptacles, kiosks, bus shelters, artwork, directional and informational signage, fountains, and other special features; and  
*The project proposes granite sit benches and stormwater planters as special features.*
  5. Sidewalk vendors and sidewalk cafes.  
*The project proposes a "plaza" area adjacent to the building. Depending on the tenants, this area could be utilized for outdoor seating and vendors.*
- e. Relationship to existing development:  
General: Proposed development shall respect, enhance, and be integrated with the existing character of the general pattern of development in the downtown, surrounding building environment and streetscape, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1). Factors to be considered include the relationship to the following existing patterns:  
*The proposed project creates a bridge between the commercial brick buildings of the Old Port and the wood residential buildings of the West End. While the functions of the building are divided vertically; commercial space at level 1 and residential space on the upper levels, the architecture is divided by the Old Port and the West End.*
- i. Street walls and building setbacks;  
*Please see the build-to setback waiver request above*
  - ii. Open space;  
*The project proposes open space and a common patio area for the proposed residences and the multi family residence at 27 High street*
  - iii. Building form, scale and massing;  
*The proposed project creates a bridge between the commercial brick buildings of the Old Port and the wood residential buildings of the West End.*
  - iv. Facade proportion and composition;  
*The exterior facades of the building toward the Old Port are delineated in masonry; brick and granite. These facades are detailed in a simple fashion similar to the brick buildings that exist in the Old Port along the piers. At the corner of York Street and High Street, the building is utilizes residentially scaled materials and colors*

*similar to the buildings of the West End. These facades are details in a more ornate fashion with historically proportioned trim, storefront details and cornice.*

- v. Pedestrian circulation and building entrances;  
*Pedestrian circulation is provided throughout the proposed site. As it relates to the building entrances, commercial tenant space will have access from York Street and the residential condominiums will have access from High Street.*
  - vi. Parking.  
*The project will construct a parking garage with 211 spaces. There will be a net increase of 30 spaces in the post-development condition.*
2. Standards for increasing setback beyond street build-to line: A proposed development may exceed maximum setbacks as required in section 14-220(c) only where the applicant demonstrates to the Planning Board that the introduction of increased building setbacks at the street level:  
*The project is requesting relief from section 14-220(c). Please see the waiver request.*
- i. Provides substantial and viable publicly accessible open space or other amenity at the street level that supports and reinforces pedestrian activity and interest. Such amenities may include without limitation plazas, outdoor eating spaces and cafes, or wider sidewalk circulation areas in locations of substantial pedestrian congestion;  
*The project will support pedestrian activity by proposing wider sidewalks, planters, granite sit walls, and a small plaza area.*
  - ii. Does not substantially detract from the prevailing street wall character by introducing such additional setback at critical building locations such as prominent form-defining corners, or create a sense of discontinuity in particularly consistent or continuous settings;  
*The proposal does include a building projection to define the York Street & High Street intersection corner.*
  - iii. Does not detract from existing publicly accessible open space by creating an excessive amount of open space in one (1) area or by diminishing the viability or liveliness of that existing open space; and  
*The proposed building setbacks are not excessive and the building will have an "on-street" presence. Please see the waiver request.*
  - iv. The area of setback is of high quality and character of design and of acceptable orientation to solar access and wind impacts as to be attractive to pedestrian activity.  
*The area of the setback is complementary of Portland's downtown in utilizing materials such as brick and granite.*

- v. Roof top appurtenances: All mechanical equipment, ventilating and air conditioning and other building systems, elevators, stairways, radio or television masts or equipment, or other rooftop elements not intended for human occupancy shall be fully enclosed in a manner consistent with the character, shape and materials of the principal building, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1);  
***The building proposes parapets above the roof level. The parapets will help screen any roof top mechanical. Please see the attached Building Section & Roof Top Plan.***
  
- f. Shadow impact on open space: The location, massing and orientation of portions of buildings in excess of sixty-five (65) feet in height shall be such that substantial shadow impacts on public plazas, parks, and other publicly accessible open space are avoided. In determining the impact of shadows, the following factors shall be taken into account: the amount of area shadowed, the time and duration of the shadow, and the importance of sunlight to the utility of the type of open space being shadowed, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1);  
***Not applicable. The building is not in excess of 65 feet in height.***
  
- g. Wind impacts: The location, massing, orientation and architectural design of a new building or a building addition shall be such that no significant adverse wind impacts are created. In determining the impact of winds, the following factors shall be taken into account: the pre-development and projected post-development wind speeds and their impact on pedestrian movement, comfort and safety; and the impact of projected wind speed the use of and comfort within existing and proposed pedestrian seating areas and other adverse impacts upon the surrounding area;  
***Although the project will be a 5-story structure from the predevelopment conditions, it's not anticipated to be significant and adverse***
  
- h. Setbacks from existing structures: The location and design of proposed structures shall not create a detrimental impact on the structural integrity or the safety of adjacent structures or the occupants thereof;  
***The project has been design to not have a detrimental impact on adjacent properties.***
  
- i. Building tops: Buildings or structures which exceed one hundred fifty (150) feet in height shall be designed so as to provide a distinctive top to the building which visually conveys a sense of interest and vertical termination to the building, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1);  
***Not applicable. The building is not in excess of 150 feet in height.***

## **HISTORIC DISTRICT:**

### **Section 14-651. Standards for review of new construction**

#### **(a) Scale and form:**

1. Height. In addition to the applicable requirements of articles III, IV and V of this chapter, the proposed height shall be visibly compatible with surrounding structures when viewed from any street or open space and in compliance with any design guidelines.

***Not applicable - site improvements only***

2. Width. The width of a building shall be visually compatible with surrounding structures when viewed from any street or open space and in compliance with any design guidelines.

***Not applicable - site improvements only***

3. Proportion of principal facades. The relationship of the width to the height of the principal elevations shall be visually compatible with structures, public ways and open spaces to which it is visually related.

***Not applicable - site improvements only***

4. Roof shapes. The roof shape of a structure shall be visually compatible with the structures to which it is visually related.

***Not applicable - site improvements only***

5. Scale of a structure. The size and mass of structures in relation to open spaces, windows, door openings, porches and balconies shall be visually compatible with the structures, public ways and places to which they are visually related.

***Not applicable - site improvements only***

6. Applicability to Congress Street historic district. In the Congress Street historic district, for new construction within the B3 zone, the historic preservation board shall not impose conditions more restrictive than the dimensional requirements (Sec 14-220) of the B3 zone.

***Not applicable - the project is not in the location on Congress Street historic district***

#### **(b) Composition of principal facades:**

1. Proportion of openings. The relationship of the width to height of windows and doors shall be visually compatible with structures, public ways and places to which the building is visually related.

***Not applicable - site improvements only***

2. Rhythm of solids to voids in facades. The relationship of solids to voids in the facade of a structure shall be visually compatible with structures, public ways and places to which it is visually related.

***Not applicable - site improvements only***

3. Rhythm of entrance porch and other projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the structures, public ways and places

to which they are visually related.

***Not applicable - site improvements only***

4. Relationship of materials. The relationship of the color and texture of materials (other than paint color) of the facade shall be visually compatible with the predominant materials used in the structures to which they are visually related.

***Not applicable - site improvements only***

5. Signs. Any new sign, and any change in the appearance of an existing sign located on a landmark within an historic district or within an historic landscape district, which is readily visible from any street or open space shall not be incongruous to the historic character of the landmark or district and shall comply with the criteria and guidelines specified in the design manual.

***Not applicable - site improvements only***

(c) Relationship to street:

1. Walls of continuity. Facades and site structures, such as masonry walls, fences and landscape masses, shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the structures, public ways and places to which such elements are visually related.

***Not applicable - site improvements only***

2. Rhythm of spacing and structures on streets. The relationship of a structure or object to the open space between it and adjoining structures or objects shall be visually compatible with the structures, objects, public ways and places to which it is visually related.

***Not applicable - site improvements only***

3. Directional expression of principal elevation. A structure shall be visually compatible with the structures, public ways and places to which it is visually related in its directional character, whether this be vertical character, horizontal character or nondirectional character.

***Not applicable - site improvements only.***

4. Streetscape, pedestrian improvements. Streetscape and pedestrian improvements and any change in the appearance thereof located adjacent to, or on a landmark, within an historic district or within an historic landscape district which is readily visible from any street or open space shall not be incongruous to the historic character of the landmark or district and shall comply with the criteria and guidelines specified in the design manual.

***Not applicable - improvements are on-site only***

(d) Other standards:

1. Compatible uses. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration to the character-defining features of the structure, object or site and its environment or to use a property for its originally intended purpose.

***The property will continue to be used for its originally intended purpose. No alterations are being made to character-defining features.***



2. Distinguishing original character. The distinguishing original qualities or character of a structure, object or site and its environment shall not be destroyed. The alteration of any historic material or distinctive architectural features should be avoided when possible.

***The project proposes site improvements only in the historic district. None of the materials to be razed are historic***

3. Archeological resources. Every reasonable effort shall be made to protect and preserve significant archeological resources affected by or adjacent to any project. If resources must be disturbed, mitigation measures shall be undertaken.

***The proposed site improvements are in areas that have been previous disturbed in the 2000's.***

4. Contemporary design. Contemporary design for additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant cultural, historical, architectural or archeological materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the size, scale, material and character of the property, neighborhood and environment.

***Not applicable***

5. Additions. Wherever possible, new additions to structures and objects shall be undertaken in such a manner that, if such additions were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

***Not applicable - no additions proposed***

## **11. Verification HVAC meets state and federal emissions requirements**

HVAC equipment has not been specified and selected yet, but Opechee Construction Corporation, as an experienced design/build general contractor with on-staff licensed architects and engineers, will ensure that are specified and installed in full compliance with all codes and regulations, including but not limited to state and federal emissions requirements. The applicant request that the following requirement be made a condition of the planning board approvals:

*“All HVAC systems and external mechanical equipment shall meet the maximum allowable noise requirements of the zone; each unit shall submit documentation of dBA output to confirm compliance of both the unit and the building in respect of rated noise levels, to the satisfaction of the Zoning Administrator prior to the issuance of a Building Permit for that unit. This requirement shall be included in the Condominium documents.”*

# **APPENDIX**



Perspective View from the corner of York Street and High Street

September 03, 2015  
© 2015 OPECHEE

## Proposed Mixed Use Development

Portland, Maine





Perspective View from York Street

September 03, 2015  
© COPYRIGHT

**Proposed Mixed Use Development**

Portland, Maine



Memorandum  
Department of Planning and Development  
Historic Preservation Office

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**To:** Chair Boepple and Members of the Planning Board

**Cc:** Nell Donaldson, Planner  
Stuart O'Brien, Planning Division Director  
Caitlin Cameron, Urban Designer

**From:** Deborah Andrews, Historic Preservation Program Manager

**Date:** December 3, 2015

**Re:** Proposed 101 York Street Development – Analysis of Compatibility with Adjacent Portion of West End Historic District

As required under Sec. 14-526.5.b of the site plan ordinance, developments located within 100 feet of a designated landmark or historic district boundary must be found by the Planning Board to be “generally compatible with the major character-defining elements of the portion of the district in the immediate vicinity of the proposed development”. To assist the Planning Board in its deliberations, the site plan standard requires that Historic Preservation staff provide a written analysis of the proposed development’s immediate context. For major projects abutting historic district boundaries it has been the custom for staff to forward the design proposal to the Historic Preservation Board for its review and advisory comment.

On October 21, the Historic Preservation Board conducted its advisory review of the proposed development at 101 York Street. It should be noted that the HP Board’s review was based on the preliminary plans first presented to the Planning Board on October 13. The staff report for the HP Board’s October 21 meeting, which describes the context of the development and presents comments for consideration, is attached to this memo. Please see the applicant’s preliminary drawings and computer-generated views attached to the 10/21 staff report—these are the drawings upon which the Historic Preservation Board’s comments were based.

During their advisory review session, Historic Preservation Board members raised a number of concerns about the design as proposed. Chief among the concerns was the absence of a residential entrance on either of the building’s main facades. In the Board’s view, providing a prominent residential entrance on High or York was not only important from a functional perspective, it would also provide an architectural focus and sense of orientation for the building.

They noted that the composition of the York Street façade seemed to call out for an entrance in the center bay, making its absence all the more curious. Board members also raised questions and concerns about the pattern and variety of fenestration on the three building sections and noted that the windows on the easternmost section on York Street were oddly short and square in proportion. They also suggested that introducing projecting elements such as pilasters, belt courses and/or shallow bays, as well as recessed elements such as setting the windows back from the surface of the building, would provide more architectural interest to the building. Regarding the basic composition of three building sections, Board members suggested that the middle section (shown in black brick) should be set back from the plane of the two abutting building sections to provide a break and rational basis for the change in exterior finish. Finally, with respect to material choices, the Board questioned the quality of and rational for the cement fiber material shown at the base of the blond brick section at the corner of High and York. Rather than introduce a new material that attempted to simulate a traditional wood storefront, they suggested that the brick be brought down to the ground level, with granite for the base and trim details—similar to the treatment shown on the other building sections.

Pursuant to the October 21 workshop with the Historic Preservation Board and a follow-up meeting with Planning and Historic Preservation staff, the project architects submitted various revised design proposals for staff review and comment.

### **Final Design Proposal**

Although the Historic Preservation Board has not formally reviewed the applicant's final design proposal, staff distributed copies of the drawings at a recent meeting for the Board's informal comment. As the drawings had evolved considerably since the Historic Preservation Board's October workshop, it seemed appropriate to invite additional feedback from Board that might be incorporated in this memo. Historic Preservation Board members found that the revised design proposal was much improved from the initial proposal and responsive to many of the concerns and suggestions expressed by the Board in its preliminary review. The two outstanding issues identified by the Board were the absence of a residential entrance on the York or High Street elevations and the material shown at the ground level of the blond building element. The Board was not in a position to comment on the finer elements or features of the design given the fact that the submitted drawings do not include wall sections or details. Obviously, the design, detailing and execution of contributing architectural features will be important to the success of the overall project.

### **Attachments**

1. 10/21/15 HP staff report and applicant's preliminary design proposal

**HISTORIC PRESERVATION BOARD  
CITY OF PORTLAND, MAINE**

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**WORKSHOP – ADVISORY REVIEW and COMMENT  
NORTHEAST CORNER OF HIGH AND YORK STREETS**

**TO:** Chair Benson and Members of the Historic Preservation Board

**FROM:** Deb Andrews, Historic Preservation Program Manager

**DATE:** October 15, 2015

**RE:** October 21, 2015      **Workshop – Advisory Review and Comment on Proposed  
New Construction Immediately Abutting Historic District**

*Note: This workshop was originally scheduled for the 10/7/15 agenda, but was postponed to the 10/21/15 agenda.*

Address: 101 York Street (northeast Corner of High and York Streets)

Applicant: J. B. Brown & Sons

Design/Build Contractor: Opechee Construction Corporation

**Introduction**

Wednesday’s advisory review of J.B. Brown’s proposed mixed-use development at the corner of York and High Streets was originally scheduled for the Historic Preservation Board’s October 7 agenda, but was postponed to the October 21 agenda. As J. B. Brown’s proposal has not been modified since their original submission, Board members should refer to 10/7 staff report in preparation for Wednesday’s meeting—see Attachment 4. This memo is intended to highlight supplemental materials received since the writing of that report.

As noted in the 10/7 staff report, the applicant was asked to provide additional materials to aid in the Board’s review, specifically additional perspective views of the proposed development shown within its surrounding context and from various vantage points. If more detailed elevations are available at this stage in design development, staff asked that those drawings be provided as well. In response to this request, the applicant has provided additional perspective views—see Attachment 1. The applicant has also forwarded screen shots of the presentation made to the Planning Board at their initial workshop that explain the rationale behind project architect’s design concept.

Also attached as supplementary information is a memo prepared by Urban Designer Caitlin Cameron for the Planning Board’s October 13th workshop. As the development site is located

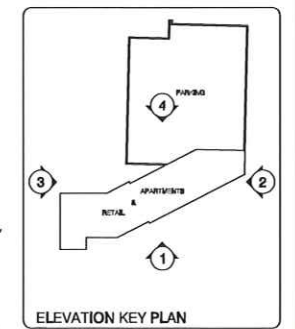
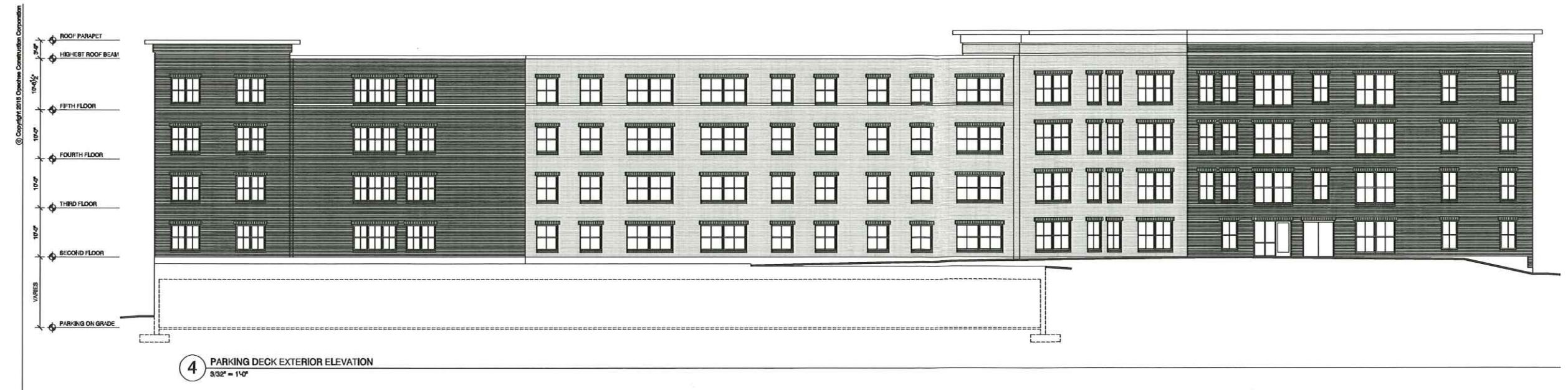


within the B3 zone, the project is subject to the design review standards applicable in that zone. Ms. Cameron provides a preliminary analysis of the project's compliance with the B3 design standards.

As noted in the 10/7 staff report, the Board's role in this review is advisory only and is intended to provide additional assistance to the Planning Board as they consider whether the proposed development is "generally compatible with the major character-defining elements of the portion of the district in the immediate vicinity of the proposed development". The portion of the development of greatest relevance to the Historic Preservation Board is that portion closest to the High Street boundary of the West End Historic District. That said, Planning Board members expressed reservations about some aspects of the proposed design at their preliminary workshop and indicated that they welcomed input from the Historic Preservation Board not only on the question of compatibility with the project's immediate abutting historic context, but also on the project's general design direction as currently proposed.

### **Attachments**

1. Perspective views of proposed project
2. Print-out of applicant's presentation on proposed design approach
3. 10/21/15 design review memo prepared by Urban Designer Caitlin Cameron
4. Staff report for 10/7/15 Historic Preservation Board meeting



Monday, August 17, 2015 11:21:14 AM

Att. 6



Perspective View from York Street

September 03, 2015

**Proposed Mixed Use Development**

Portland, Maine





Perspective View from the corner of York Street and High Street

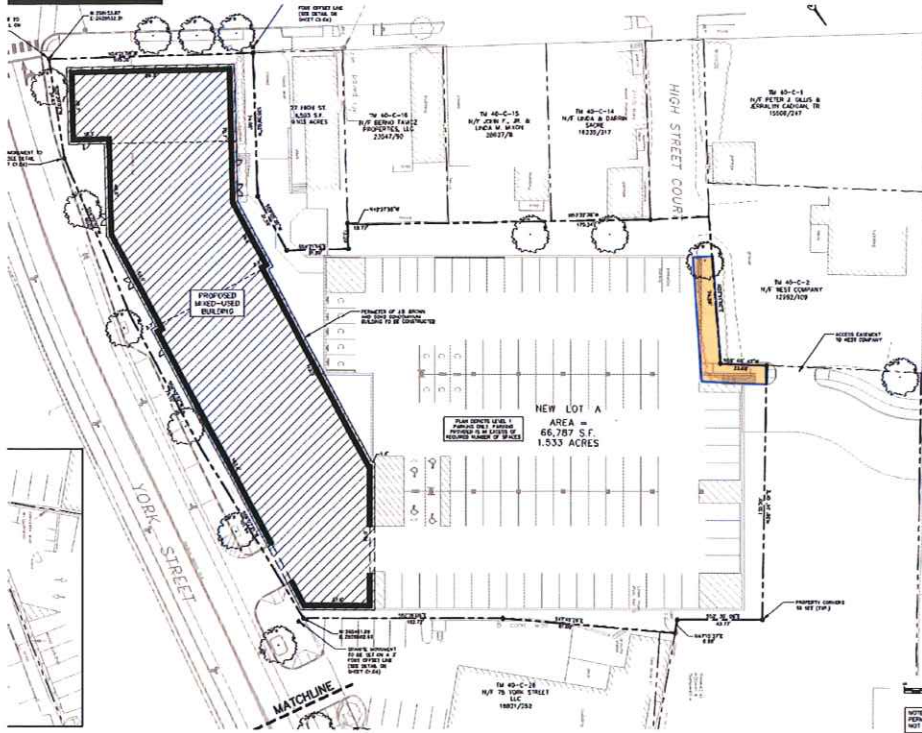
September 03, 2015

**Proposed Mixed Use Development**

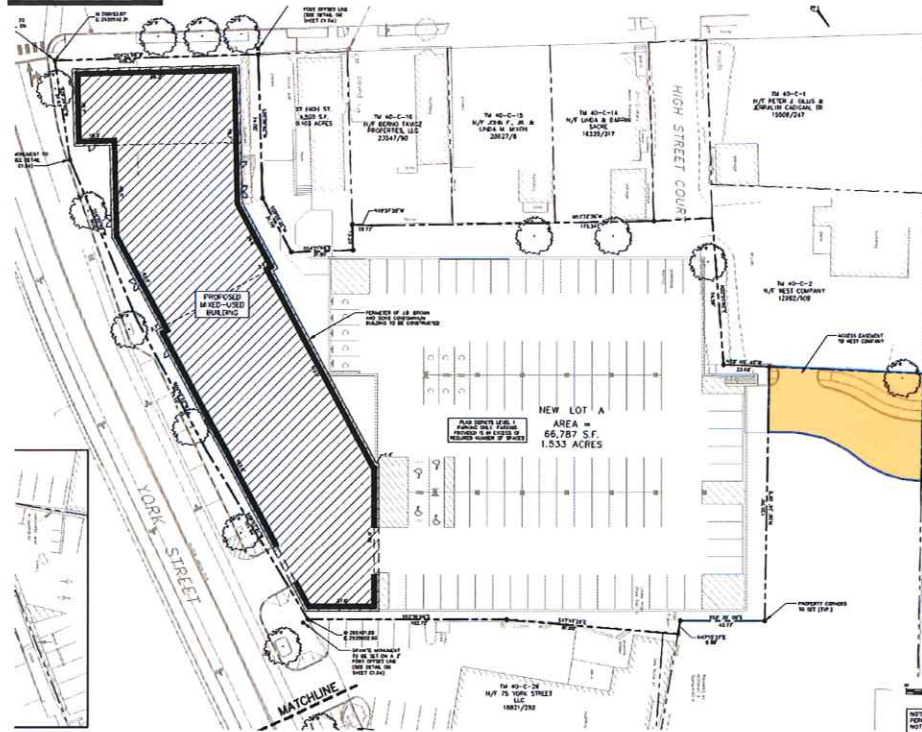
Portland, Maine



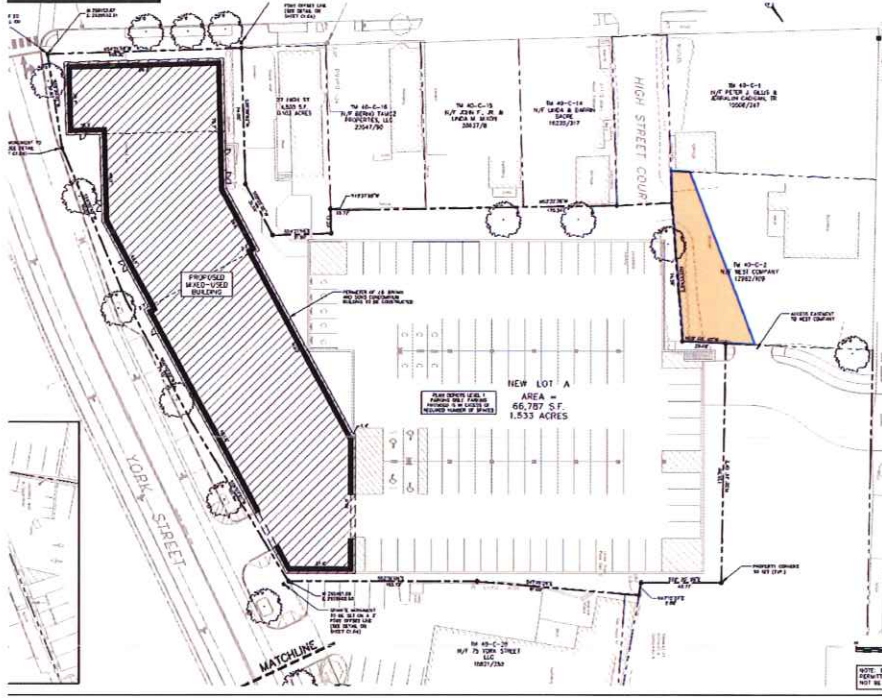
# Area C



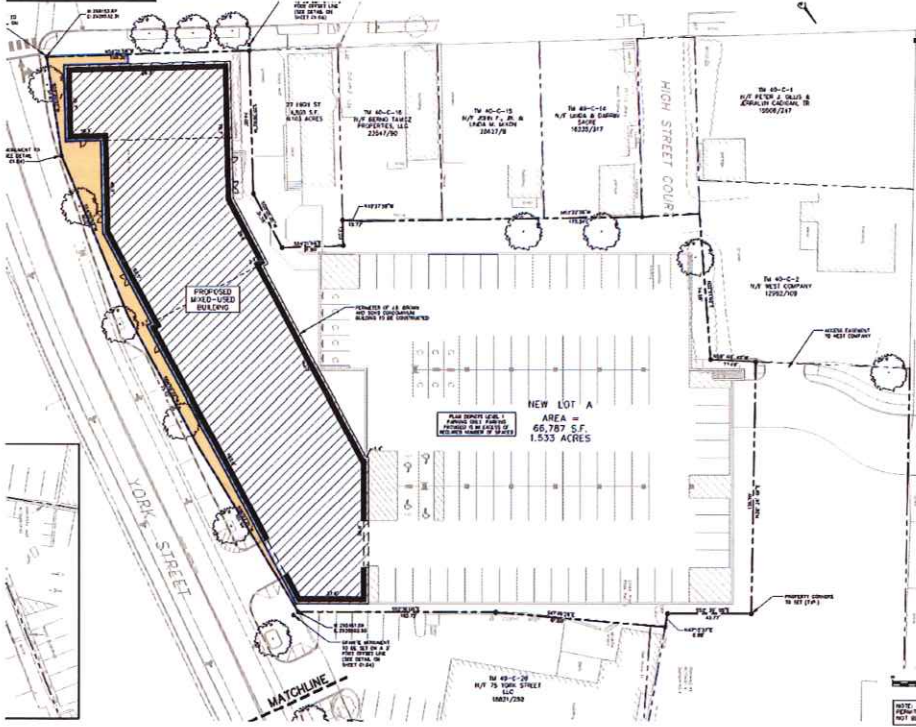
# Area D



# Area E



# Area F



November 27, 2017

Dawn Stiles, Director  
Health & Human Services  
City of Portland  
389 Congress Street,  
Portland, ME 04101

RE: Exterior Restroom Facilities, Oxford Street Shelter

Dear Ms. Stiles:

Please be advised that CBRE/Boulos Asset Management has received your plans & specifications dated 11-21-2017


OXFORD ST. SHELTER BATHROOM prepared by Plymouth Engineering, Inc.

Please consider this letter as the Landlord's approval for the work outlined in the plans and specifications. The exterior shelter bathroom is to be located in the northeast corner of the 31 Cedar Street lot in Portland Maine (Parcel ID: 026 B012001), a lot owned Bayside III, LLC. Any items requiring re-submittal prior to final approval are noted below:

Prior to the commencement of work, please provide us with the contractor's certificate of insurance naming Bayside III, LLC and Boulos Asset Management as additionally insured and upon completion of work please forward to my attention copies of the Contractors lien waivers, if applicable.

Please be aware at the end of the Lease, the Landlord will require all temporary structures be removed from the property and the site conditions be returned to their current state. Additionally, the Landlord will require you to remove all utilities connected to the temporary structure(s) and terminate them at their source in compliance with local and state regulations.

Sincerely,

  
Thomas A. Toye III  
Member, Bayside III, LLC

Part of the CBRE Affiliate network

One Canal Plaza, Suite 500  
Portland, ME 04101

T 207.871.1290  
F 207.772.2647

www.boulos.com

November 27, 2017

Dawn Stiles, Director  
Health & Human Services  
City of Portland  
389 Congress Street,  
Portland, ME 04101

RE: Exterior Restroom Facilities, Oxford Street Shelter

Dear Ms. Stiles:

Please be advised that CBRE/Boulos Asset Management has received your plans & specifications dated 11-21-2017

OXFORD ST. SHELTER BATHROOM prepared by Plymouth Engineering, Inc.

Please consider this letter as the Landlord's approval for the work outlined in the plans and specifications. The exterior shelter bathroom is to be located in the northeast corner of the 31 Cedar Street lot in Portland Maine (Parcel ID: 026 B012001), a lot owned Bayside IV, LLC. Any items requiring re-submittal prior to final approval are noted below:

Prior to the commencement of work, please provide us with the contractor's certificate of insurance naming Bayside III, LLC and Boulos Asset Management as additionally insured and upon completion of work please forward to my attention copies of the Contractors lien waivers, if applicable.

Please be aware at the end of the Lease, the Landlord will require all temporary structures be removed from the property and the site conditions be returned to their current state. Additionally, the Landlord will require you to remove all utilities connected to the temporary structure(s) and terminate them at their source in compliance with local and state regulations.

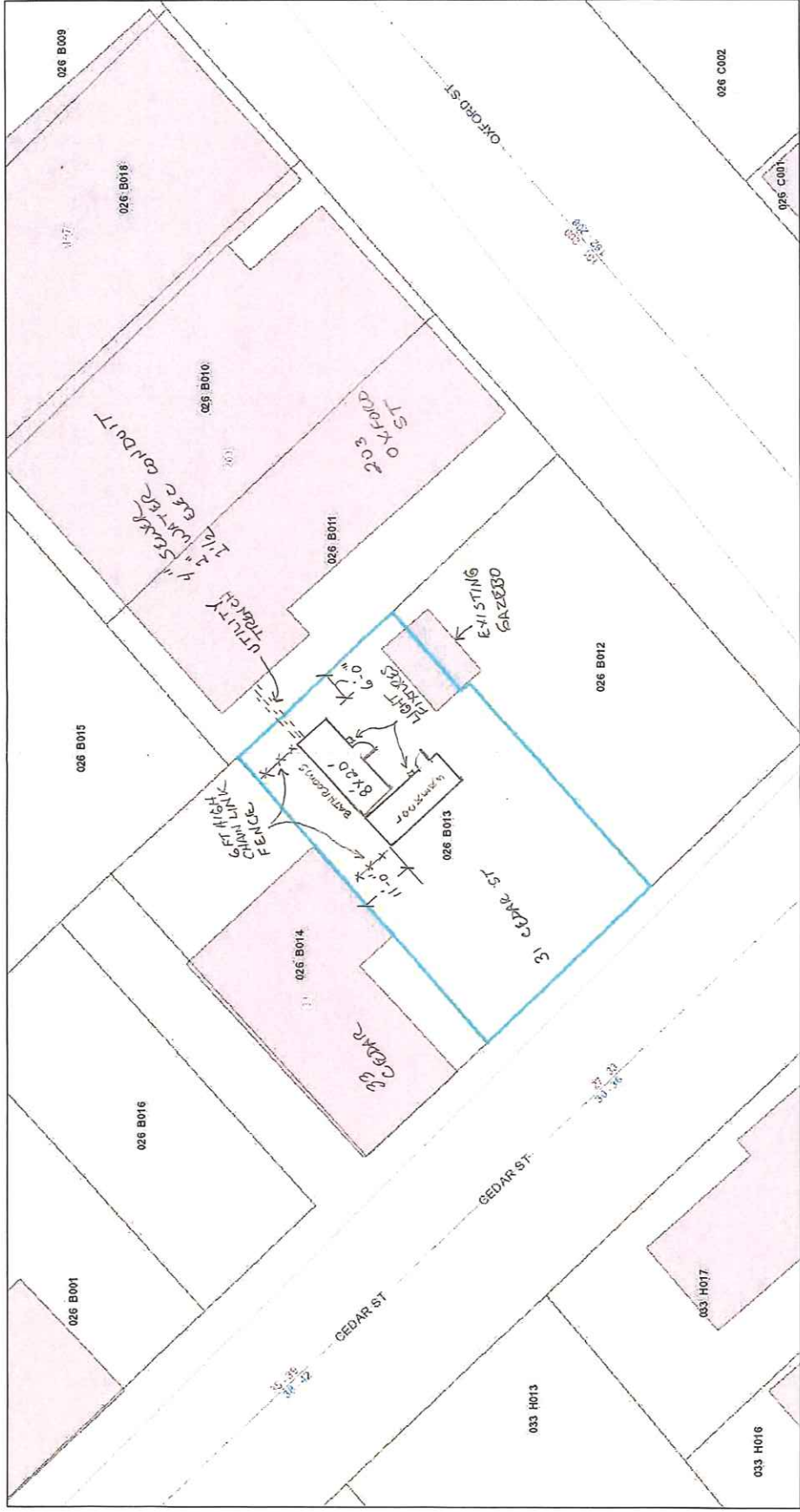
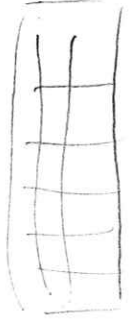
Sincerely,



Thomas A. Teye IV  
Member, Bayside IV, LLC



# ArcGIS Web Map



December 4, 2017

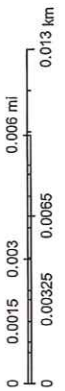
□ Parcels

31 CEDAR ST

PLOT PLAN

REVISED 12-15-17

1:170



City of Portland, DPS



**Administrative Authorization Decision**

**Application #:** 2017-279                      **CBL** 026 B012001

**Name:**                      Temporary Exterior Restrooms

**Address:**                      31 CEDAR ST

**Description:**                      Place a shipping container as a temporary restroom accessory structure.

<b><u>Criteria for an Administrative Authorization:</u></b>	<b><u>Applicant's Assessment</u></b>	<b><u>Planning Division</u></b>
<b><u>(See Section 14-523 (4) on page 2 of this application)</u></b>	<b><u>Yes, No, N/A</u></b>	<b><u>Use Only</u></b>

a) Is the proposal within existing structures? <input type="checkbox"/>	No	No, in temporary installation.
b) Are there any new buildings, additions, or demolitions?	Yes	Yes, new temporary installation.
c) Is the footprint increase less than 500 sq. ft.?	No	Yes, app. 160 SF
d) Are there any new curb cuts, driveways or parking areas?	No	No
e) Are the curbs and sidewalks in sound condition?	N/A	Meet ADA for width.
f) Do the curbs and sidewalks comply with ADA?	N/A	Yes
g) Is there any additional parking?	No	No
h) Is there an increase in traffic?	No	No
i) Are there any known stormwater problems?	No	No
j) Does sufficient property screening exist?	Yes	Yes, evergreen hedge to north.
k) Are there adequate utilities?	Yes	Yes
l) Are there any zoning violations?	No	No
m) Is an emergency generator located to minimize noise?	No	No
n) Are there any noise, vibration, glare, fumes or other impacts?	No	No change from existing.

The Administrative Authorization for the Temporary Exterior Restrooms was approved by Nell Donaldson, Planner on December 7, 2017 with the following condition of approval listed below:

- 1) Within 6 months of occupancy, the applicant shall provide a report documenting the results of Crime Prevention Through Environmental Design measures and site monitoring for review and approval by the Planning Authority.
- 2) Within 24 months of occupancy, the applicant shall either remove the temporary restrooms and discontinue the utility connections to the existing principal structure or install a new, permanent sanitary service from the temporary restrooms to the sewer main within the street. The sanitary service connection is subject to review and approval by the Department of Public Works.
- 3) A separate building permit is required.

Nell Donaldson

Planner

Approval Date: December 7, 2017





Helen Donaldson <hcd@portlandmaine.gov>

**potential conditions - Oxford St. temporary restrooms**

Keith Gray <kgray@portlandmaine.gov>  
To: Helen Donaldson <hcd@portlandmaine.gov>  
Cc: Barbara Barhydt <bab@portlandmaine.gov>

Mon, Dec 4, 2017 at 4:23 PM

Hello,

See below in Red.

Thank you,  
Keith

On Mon, Dec 4, 2017 at 1:21 PM, Helen Donaldson <hcd@portlandmaine.gov> wrote:

Keith/Barbara,

Here are a couple of draft conditions for the shelter restrooms.

Keith, the first two are relevant to your comments (the first tries to address the question I posed to you this AM about sewer inspection). That said, you may want to review and revise? Let me know.

And Barbara, I'm always grateful for any revisions...

Thanks,  
Nell

*contract w/ private party  
not a hoop to sue.....*

Prior to issuance of a building permit, the applicant shall **complete a CCTV inspection of the existing sewer line to determine internal pipe conditions.** The inspection is subject to review and approval by the Department of Public Works.

Within 24 months of occupancy, the applicant shall either remove the temporary restrooms and **discontinue** the utility connections to the existing principal structure or install **a new, permanent sanitary service from the temporary restrooms to the sewer main within the street.** The sanitary service connection is subject to review and approval by the Department of Public Works.

Within 6 months of occupancy, the applicant shall provide a report documenting the effectiveness of Crime Prevention Through Environmental Design measures and the results of site monitoring for review and approval by the Planning Division.

--  
Nell Donaldson  
City of Portland Planning Division  
874-8723  
[hcd@portlandmaine.gov](mailto:hcd@portlandmaine.gov)

--  
Keith D. Gray, PE  
Senior Engineer  
Dept. of Public Works  
City of Portland Maine



DEPARTMENT OF PUBLIC WORKS

Portland, Me.,                      *MAY 22, 1978*

Permit No. *P-0066* has been granted to

*W.A. WARD* to open

*CEDAR* Street at No. *33-35*

owned by *LEO SCHWARTZ*

for the purpose of *NEW SEWER*

The connection with the sewer must be inspected, sketched on back of this card with size and kind of pipe used, date of inspection, name of inspector and any further information which may be of value to the department.

**GEORGE A. FLAHERTY**  
**Director of Public Work**

~~F. WORTH LANDERS~~  
~~Director of Public Works~~

CS61





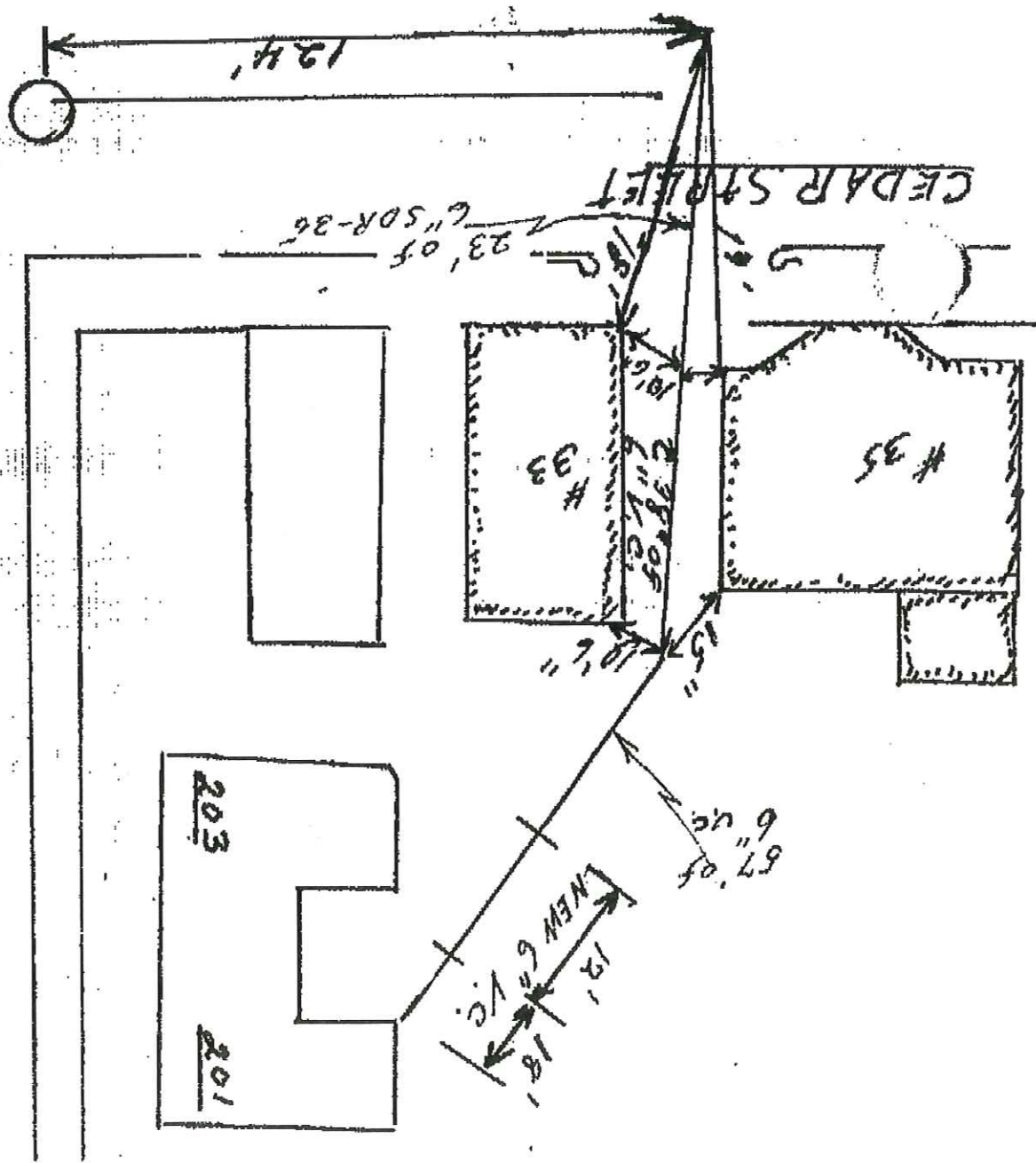
Date of Entrance May 23, 1978

Connected by D. Asskov

Size and kind of pipe 6" V Clay 6" SDR-35  
Plastic

Inspected by D. Vining

Sewer Connection Book Vol. ....P.....







October 9, 2015

Vin Veroneau  
President/CEO  
J. B. Brown & Sons  
36 Danforth Street  
Portland, ME 04101

Re: York Street Mixed-Use Development – Code Analysis Narrative

Dear Vin,

Pursuant to our conversation below is a code analysis narrative for your use with the City of Portland.

The proposed project is a mixed use development at the corner of York and High Streets. The proposal is a five story building from York Street and four stories at rear (interior block) with approximately 17,250 sq. ft. of commercial space on the first floor and 63 residential units on the upper four floors. The use groups are A-2 or M (to be determined) and R-2 respectively. The proposed project also includes a parking facility with two levels of parking for 211 vehicles; one at/below grade (107 spaces) and one elevated (104 spaces). Access to the lower level parking will be from York Street and access to the elevated deck will be at grade from Danforth Street.

Both structures are constructed as Type IIB. The structures are separated by a two hour firewall (per Table 706.4 for R-2 and S-2 separation) located on the first floor of the parking structure in accordance with IBC 2009 Section 706 and IBC 2009 706.6.1 exception 1 Stepped Buildings. The allowable area for R-2 as set forth by IBC 2009 Table 503 is 16,000 square feet, 4 stories and 55' above grade. Section 504.2 allows the building height and stories to be increased when a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 by 20', but not exceed 60' or 4 stories. These increases are permitted in addition to the building area increase in accordance with Sections 506.2 and 506.3. Section 506.3; "Automatic sprinkler system increase: Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the building area limitation in Table 503 is permitted to be increased by an additional 200 percent ( $I_s = 2$ )."

The result for the R-2 use group of the project is an allowable area of 48,000 square feet per floor, 4 stories and less than 60'. Note that this area increase is not inclusive of any "frontage increase" allowed per Section 506.2. The proposed R-2 use of the structure has a floor area of 20,016 per floor, is 4 stories and 44'-9" above grade plane.

Per NFPA 1, Fire Code, Section 18.2.3.2; Access to Building, subsection 18.2.3.2.2, Fire Department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft. from fire department access roads as measured by an approved route around the exterior of the building or facility. Sub-subsection 18.2.3.2.2.1, when buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, NFPA 13R, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft. These sections have no amendments per the Code of Ordinances from the City of Portland as adopted November 7, 2013.

Please let us know if you need further assistance with this matter.

Sincerely,

  
Keith A Kelley, Architect



**Memorandum  
 Planning and Urban Development Department  
 Planning Division**



**To:** Elizabeth Boepple, Vice Chair, and Members of the Portland Planning Board  
**From:** Nell Donaldson, Planner  
**Date:** October 7, 2015  
**Re:** York Street Mixed Use Development, 85-101 York  
**Project #:** 2015-139 **CBL:** 40-C-3, 4, 5, 9, 18, 22, 25, 33 and 40-C-21  
**Meeting Date:** October 13, 2015

**I. INTRODUCTION**

101 York Street, LLC has requested a preliminary Level III site plan and subdivision review for a five-story mixed use development at 85-101 York Street, at the corner of York and High Streets near the city’s West End. The proposed 97,565 SF development includes approximately 17,000 SF of first floor commercial and 63 market rate apartments on the four floors above. The proposal also includes a two-level parking structure with 211 spaces at the building’s rear, sidewalk and landscaping improvements, and stormwater treatment facilities for a small area of site runoff. The site is currently occupied by a restaurant, office space, and surface parking.

This development is being referred to the planning board for compliance with the site plan and subdivision standards of the land use code. A total of 199 notices were sent to property owners within 500 feet of the site and a legal ad ran in the *Portland Press Herald* on October 5 and 6, 2015.

**Applicant:** Vincent Veroneau, 101 York Street, LCC

**Consultants:** Barry Stowe, Opechee Construction Corporation; Gorrill-Palmer Consulting Engineers; Owen Haskell, Surveyor

**II. REQUIRED REVIEWS**

<i>Waiver Requests</i>	<i>Applicable Standards</i>
Driveway separation – to allow driveway 40 feet from nearest curb cut to the east on York Street	Technical Manual, <i>Section 1.7.2.7</i> . Along arterial and collector streets, minimum acceptable spacing between double or multiple driveways on adjacent lots shall be 100 feet on streets with a speed limit of 25 mph or less.
Bicycle parking – to provide 20 bicycle parking spaces, less than required	Site plan standard <i>Section 14-526(a)4b</i> : Two bicycle spaces are required for every five residential units $(63 \text{ units}/5) * 2 = 26$ For non-residential “structures,” two bicycle parking spaces are required for every 10 required vehicle parking spaces. $(65 \text{ parking spaces}/10) * 2 = 13^*$
Compact parking spaces – to allow a variation in size	Technical Manual, <i>Figure I-29</i> . Compact right-angle parking spaces shall be 8 feet x 15 feet.*
Aisle width – to allow 21 foot aisle in parking area	Technical Manual, <i>Section 1.14</i> . Aisle width for right-angle parking be 24 feet per <i>Figure I-27</i> .
Street trees – to plant 12 street trees, less than required	Site Plan Standard, <i>Section 14-526(b)2.b(iii)</i> and Technical Manual, <i>Section 4.6.1</i> . All multi-family development shall provide one street tree per unit. Waiver permitted where site constraints prevent it, with applicant contributing proportionate amount to Tree Fund. $63 \text{ units} = 63 \text{ street trees required}^*$

\* Figures to be verified at final plan review.

<i>Review</i>	<i>Applicable Standards</i>
Site Plan	<i>Section 14-526</i> , including Downtown Urban Design Guidelines
Subdivision	<i>Section 14-497</i>

**III. PROJECT DATA**

Existing Zoning	B-3
Existing Use	Restaurant, office, and parking lot
Proposed Use	Mixed use (commercial and residential)
Proposed Development Program	App. 17,000 SF commercial (7,000 SF restaurant and 10,000 SF office) 63 apartment units (19 1-bedroom, 40 2-bedroom, 4 3-bedroom)
Parcel Size	72,930 SF

	<i>Existing</i>	<i>Proposed</i>	<i>Net Change</i>
Building Footprint	6,075 SF	17,505 SF	11,430 SF
Building Floor Area	11,650 SF	97,565 SF	85,915 SF
Impervious Surface Area	64,836 SF	66,072 SF	1,236 SF
Parking Spaces (on site)	App. 95	211 (122 projected demand)	116
Bicycle Parking Spaces	14	20	6
Estimated Cost of Project	\$18,000,000		

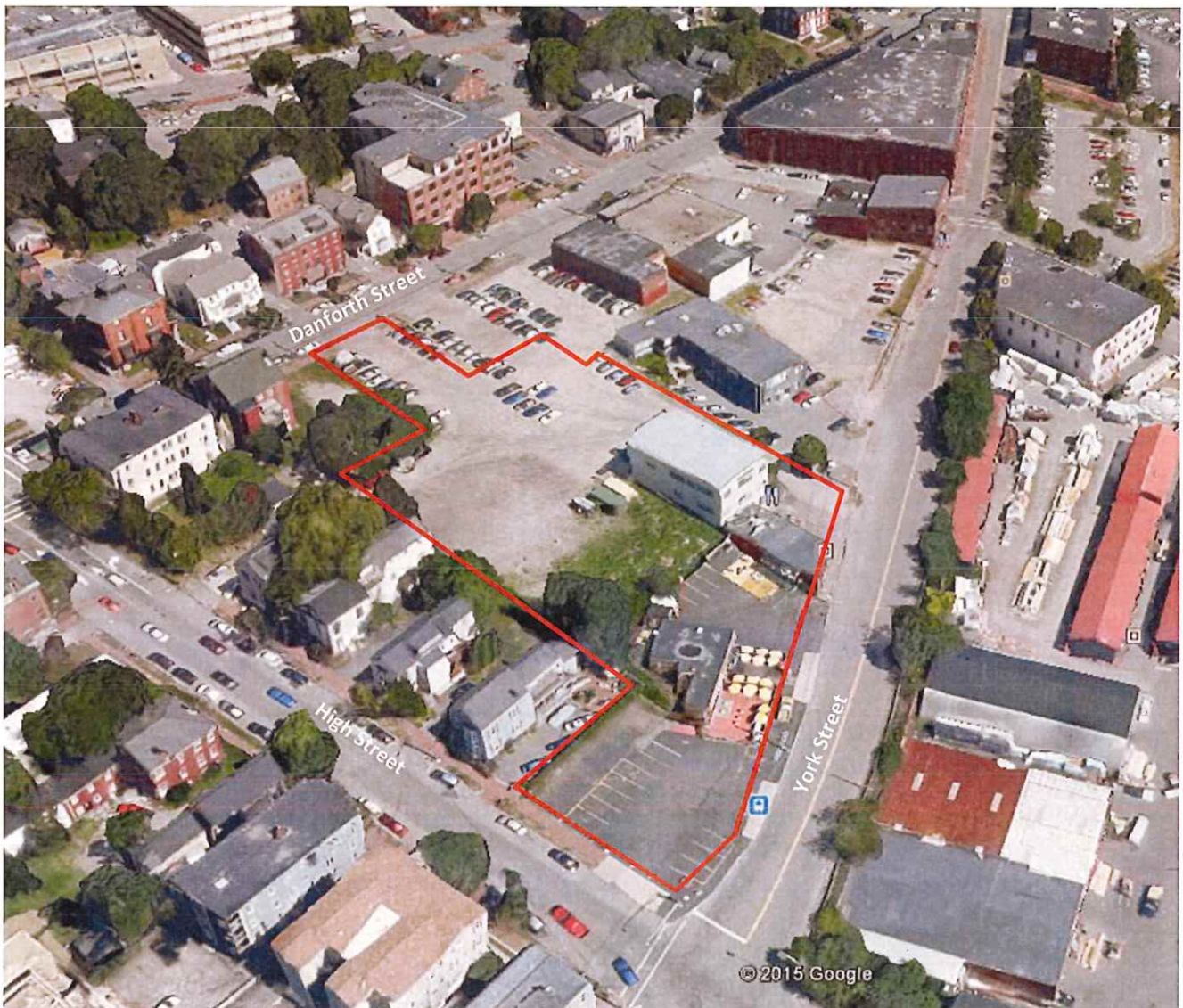
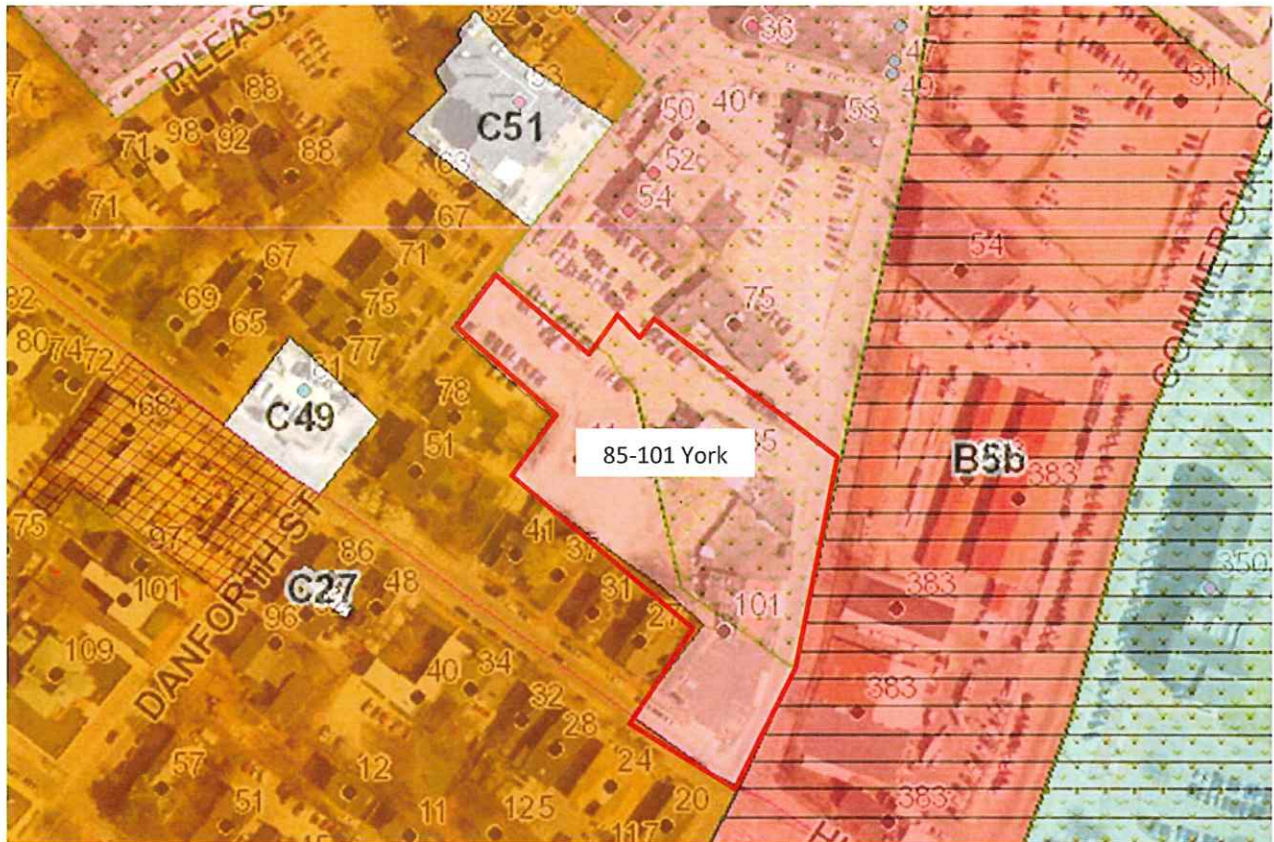


Figure 1: 85-101 York Street site



**IV. BACKGROUND & EXISTING CONDITIONS**

85-101 York Street lies at the corner of York and High Streets at one of the city’s major gateways. Virtually all northbound Casco Bay Bridge traffic, as well as a share of the southbound volume, currently passes the property. The site, which, a century ago, housed residential development similar to that found north on High Street, has more recently served as the location of a gas station, a restaurant, office uses, and surface parking.

The site is actually a portion of a larger conglomeration of nine distinct lots, all of which are held under common ownership (*Plan 3*). The site is zoned Downtown Business B-3, but borders R-6 and B-5b zones. It is situated in the Downtown Height Overlay Zone, which regulates height, and the Downtown Entertainment Overlay Zone, which establishes a 100 foot dispersal requirement for facilities with entertainment licenses. The site is not in the Pedestrian Activities District.

Figures 2, 3, & 4: Existing zoning at York and High Streets (top); existing site from York and High; existing site from Danforth Street

The block which houses the site serves as an important transition between the fine-grained residential fabric of the historic West End to the north and west, the historic Old Port and the larger commercial office buildings of downtown to the east, the city’s industrial waterfront to the south. The site is bordered by the West End Historic District. As noted previously, it serves as a key gateway to the city, to the extent that it has been recognized as such in the city’s *Design Manual*.

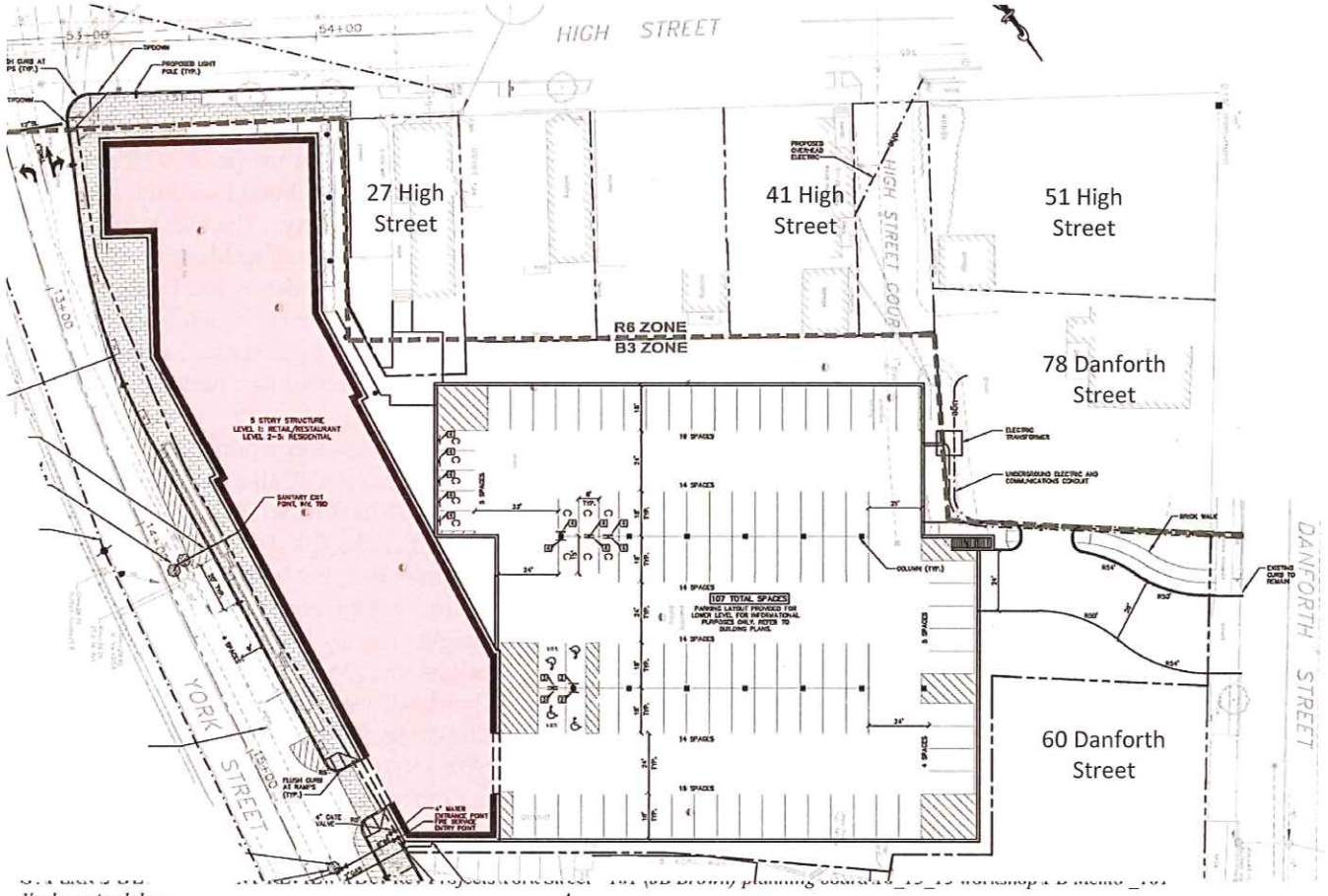
**V. PROPOSED DEVELOPMENT**

The applicant proposes to reconfigure nine existing lots and a portion of High Street Court, a private alley with access to High Street, in order to create a single contiguous lot for purposes of this development. The development would consist of a five-story building with approximately 300 feet of frontage on York Street and 100 feet of frontage on High Street. Commercial space would occupy the first floor, with pedestrian access from York Street.



63 residential apartments would occupy the upper four floors, with access either from a door at the building’s rear or from inside a driveway through the building at its eastern end. Vehicular parking would be provided in a two-level structure situated behind the proposed building, with lower level access from York Street and upper level access from

*Figures 5 & 6: Rendering from York and High Streets; site plan, with proposed building shown in red*





Danforth Street. Because of grade changes, the structured parking area would read as surface parking from Danforth Street, and residential units on the second floor of the building would actually read as the first floor from the rear.

New brick sidewalks, street lights, and street trees are proposed on York and High Streets. The plans also include landscaping in planters on the York Street and High Street frontages, with additional landscaping between the parking and the building's rear. Stormwater treatment is proposed in planters along the York Street right-of-way.

The plans also reflect some minor improvements at 27 High Street, one of the adjacent parcels owned by the applicant. These improvements include landscaping and hardscaping of a shared patio space at the building's rear.

## VI. PUBLIC COMMENT

Staff fielded one telephone call from a neighbor who raised concerns about the proposed height and view impacts of the proposal. No written comments have been submitted.

The applicant hosted a neighborhood meeting on Wednesday, September 3. The meeting minutes show that neighbors raised questions about height, traffic, parking and access, and stormwater (*Attachment S*).

## VII. RIGHT, TITLE, & INTEREST

The applicant's submittal includes deeds as evidence of right, title, and interest. As noted above, the project involves reconfiguring nine lots to create a development site on the middle of what will be three new parcels. Corporation Counsel has reviewed the plan for the new division of lots (*Plan 3*) and has not identified concerns.

A number of easements are proposed. The applicant proposes an assembly/common area easement with the property at 27 High Street, where landscaping improvements are planned. Electric, communications, and landscaping easements are needed from the neighbor at 78 Danforth; access and electric easements will also be granted to this neighboring property. A grading easement is necessary from the property to the east at 60 Danforth Street. Lastly, there will be some area of the sidewalk constructed on private property outside the right-of-way. A public access easement will be required. In the revised submittal, Bill Clark, the city's surveyor, has requested more detail on the access arrangement with the property at 78 Danforth Street. He writes,

*Will the West Company [owner at 78 Danforth] be granted an access easement to use the Danforth Street entrance? Also, will a portion of High Street Court be blocked off to West Company access due to the boundary line?*

The applicant proposes to use a portion of High Street Court, a private way from High Street which is bounded on the south and east by the applicant's property, for purposes of development. Under the preliminary plans, the neighbor at 78 Danforth would relinquish rights to the High Street Court access, and the way would be developed as parking. It appears that the remainder of High Street Court would remain in private ownership, providing access to the garages of 41 and 51 High Street. The applicant also proposes to eliminate an 8 foot strip of land perpendicular to Danforth Street and designated in the survey as Palermo Road. Mr. Clark has asked the applicant to clarify plans for this area. He writes,

*Will High Street Court and Palermo Road be abandoned within the project area?*

*What will come of the remainder of High Street Court? Will it remain as part of JB Brown property or conveyed to abutters?*

## VIII. FINANCIAL & TECHNICAL CAPACITY

The estimated cost of the development is approximately \$18 million. The applicant has submitted a letter from TD Bank indicating that their intent to consider financing for the project. The applicant has also provided a list of reference projects as a means of attesting to the technical capacity of Opechee Construction Corporation (*Attachment H*).

**IX. ZONING ANALYSIS**

The applicant has provided a zoning analysis documenting that the plans meet most of the dimensional requirements of the B-3 zone, including the maximum height requirement of 45 feet, which is established by the Downtown Height Overlay Zone (*Attachment E*). It should be noted that, because of the slope of the site, the absolute height of the building would actually be greater at the corner of York and High Streets, where elevations show a height of 59.5 feet. Ann Machado has reviewed the methodology of the average grade calculations and indicated that she is satisfied with the applicant’s approach. It should also be noted that the planning board recommended an increase in building height to 65 feet in this area as an incentive for housing development proposed by the city. The board’s positive recommendation has been forwarded to the city council. As of now, the applicant has not indicated any intent to increase the building height at the corner of York and High Streets.

The plans do not meet the B-3 zone’s maximum front yard setback of five feet in three locations (*Section 14-220*). The plans show setbacks on the York Street, High Street, and Danforth Street frontages, at their greatest, of 21.32 feet, 5.32 feet, and approximately 300 feet respectively.

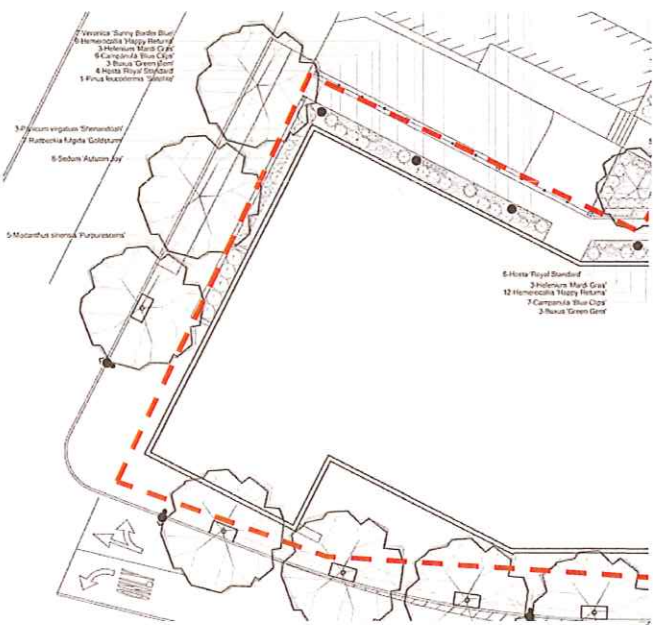


Figure 7: Areas of increased setback at York Street (at bottom) and High Street (at left), with approximate property line in red

In discussions, the applicant has indicated their intent to resolve the build-to issue on Danforth Street by revising the lot lines to eliminate the site’s frontage in this location. Instead, the frontage would be included in the 60 Danforth lot, also held by the applicant, to the east. Access would remain in its planned location with an access easement from the adjacent site.

With respect to the other two frontages, however, the greater setbacks would remain. The applicant has argued that these setbacks are necessary because of the “unusual geometry of the right-of-way line along the frontage” (*Attachment G*). The applicant has also stated that the increased setbacks will “create a public pedestrian friendly environment...with floor to ceiling store front windows...and street front building access...architectural lighting, granite sit walls, street trees, and landscaped planters.”

Under the site plan ordinance, the planning board may grant an extension of the B-3’s maximum setback if “the Planning Board requires or approves an additional distance to comply with the requirements of *Section 14-*

526(d)9 (Zoning-Related Design Standards).” The *Design Manual* explicitly establishes guidelines for increasing the setback beyond the build-to line, including cases where the increased setback:

- “Provides substantial and viable publicly accessible open space or other amenity at the street level”
- “Does not substantially detract from the prevailing street wall character”
- “Does not detract from existing publicly accessible open space by creating an excessive amount of open space”
- Provides “area...of high quality and character of design and of acceptable orientation to solar access and wind impacts as to be attractive to pedestrian activity”

The applicant has responded to these guidelines in their design narrative, stating that the increased setbacks will create high quality and active public space (*Attachment Q*). It should be noted that staff’s design review requests additional detail on the plan for the plaza area on York Street (*Attachment 7*). Staff is seeking guidance from the planning board on the matter of the maximum setback requirement.

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

Per the city's land use ordinance, the following materials should be included in the final plan submission:

- A subdivision plat meeting all plat requirements as noted in *Section 14-496*. The draft plat has been reviewed by Mr. Clark, who has provided a markup (*Attachment 1*) and made the following comments:
  - *[Show] state Plane Coordinates at noted locations.*
  - *Set property corners.*
  - *Set the two monuments at the end of the 51.63 foot boundary line end points rather than on three foot offset. The three foot offset points are too close to the curb line.*
  - *Subdivision Plan needs a Professional Land Surveyor signature and seal.*
- Final plan submittal requirements as noted in *Sections 14-527(e) and (f)*, including:
  - Existing soil conditions and locations of test pits and borings;
  - Clarification on the proposed use of the area east of the Danforth Street driveway (i.e. on Sheet 7.03, the plans show off-street parking from the adjacent lot encroaching on the site in this location);
  - Sewer capacity letter; and
  - State permits (e.g. Stormwater Permit-By-Rule/Notice of Intent to Comply with the Maine Construction General Permit)
- A final site plan, including:
  - Distances to property lines;
  - Dimensions of major plan elements (e.g. curb cut/driveway from York Street, sidewalks, parking spaces (including compact));
  - Exterior doors; and
  - Snow storage locations.

The applicant has provided draft construction management plans, which will be fully reviewed with the final submittal. Since blasting is proposed, the applicant will be required to follow the relevant standards in the city's *Technical Manual*. This should be noted on the revised construction management plans. The applicant has recognized that construction easements will be necessary from 75 York to demolish an existing retaining wall and 78 Danforth for the construction of the Danforth Street driveway, landscaping, and grading. These should also be noted on the construction management plans.

## XI. SUBDIVISION REVIEW (*14-497(a). Review Criteria*)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's subdivision ordinance. Staff comments are below.

### *1. Water, Air Pollution*

The site is currently occupied by a surface parking lot, a restaurant, and an office building. The project will disturb approximately 77,500 SF of the parcel and result in a total of 66,072 SF of impervious area, or an increase in 1,236 SF. The majority of the site's runoff, including the roof drain, storm drain from the upper parking level, and foundation drain from the northwest side of the building, will be collected and conveyed to the city's storm drain in High Street. Given existing grades, the applicant is proposing to direct the remainder of the site runoff, including that from the lower level parking, the foundation drain from the easterly side of the building, and treated stormwater from planters on the south side of the site, through two outlets to the combined sewer system in York Street. Both of these outlets will incorporate check valves. An oil/water separator is proposed for the lower parking area runoff (*Attachment L*). David Senus, consulting civil engineer, has reviewed the plans relating to stormwater runoff (*Attachment 2*). His comments are discussed in detail under site plan review below. No detrimental water or air quality impacts are anticipated.

### *2 & 3. Adequacy of Water Supply*

The plans show water service from an existing 8-inch main in York Street. The applicant has provided evidence of capacity from the Portland Water District (*Attachment N*).

#### **4. Soil Erosion**

No unreasonable soil erosion or reduction in the capacity of the land to hold water is anticipated.

#### **5. Impacts on Existing or Proposed Highways and Public Roads**

The applicant has provided a trip generation estimate prepared by Gorrill-Palmer Consulting Engineers (*Attachment I*). The estimate incorporates a credit for existing and former uses on the site, including the gas station, restaurant, and the existing office space, calculates projected trips from the proposed uses on site, and results in an estimated net increase in trip generation of 93 trip ends in the AM peak hour and 83 in the PM peak hour. The applicant has therefore argued that a Traffic Movement Permit (TMP) is not required from Maine DOT. Mr. Errico has reviewed the trip generation and provided comments (*Attachment 3*), which are discussed in detail under site plan review below.

#### **6. Sanitary Sewer/Stormwater Disposal**

One 8-inch sewer line is proposed to service the entire building; this line would outlet to York Street. The applicant has submitted a wastewater capacity application to the Department of Public Services (*Attachment N*). Verification of capacity will be required at the time of final plan review.

As noted above, the proposed development would direct runoff to both the separated system in High Street and the combined system in York Street. A small portion of this runoff would be treated through the use of stormwater planters in the York Street sidewalk. Both Mr. Senus and David Margolis-Pineo, of the city's Department of Public Services, have reviewed site's stormwater system (*Attachments 2 and 4*). Comments are discussed in more detail under site plan review below.

#### **7. Solid Waste**

The applicant has proposed a trash and recycling room adjacent to the residential entrance and has indicated that a waste management contractor would provide waste removal service. Commercial tenants would be responsible for moving waste to off-site containers provided by the owner, and a commercial contractor would then remove waste from these containers. Staff has requested additional information on the plan for commercial waste removal.

#### **8. Scenic Beauty**

This proposal is not deemed to have an adverse impact on the scenic beauty of the area.

#### **9. Comprehensive Plan**

The applicant's narrative argues that the project would achieve a number of the purpose statements of the B-3 zone including increasing housing opportunity, enhancing and promoting the orderly expansion of retail and service business downtown, maintaining and enhancing the role of downtown as the region's business and commercial center, and providing adequate parking and transportation facilities which promote accessibility, enhance and encourage development opportunity, and enhance and protect the pedestrian environment (*Attachment M*). The project also helps to meet comprehensive plan goals related to "support[ing] Portland's livable neighborhoods by encouraging a mix of uses that provide needed goods and services within walking distance of most residents," "encourag[ing] neighborhood business centers throughout the city to reduce dependence on the car and make neighborhood life without a car more practical," "encourag[ing] higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation," and "increas[ing] Portland's rental housing stock."

#### **10. Financial and Technical Capacity**

As noted above, the applicant has provided evidence of financial and technical capacity (*Attachment H*).

#### **11. Wetland/Water Body Impacts**

There are no anticipated impacts to wetlands.

#### **12. Groundwater Impacts**

There are no anticipated impacts to groundwater supplies.

### 13. Flood-Prone Area

Per the city's existing flood maps, the site is not located in a flood zone.

## XII. SITE PLAN REVIEW

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

### 1. Transportation Standards

#### a. Impact on Surrounding Street Systems

As noted above, the applicant has provided a trip generation analysis based on the proposed site uses, factoring in a credit for all uses in operation on the site over the last ten years (*Attachment 1*). The analysis projects 93 AM peak hour and 83 PM peak hour trips. These numbers do not meet the threshold for a Maine DOT Traffic Movement Permit. Mr. Errico has reviewed the analysis and writes,

*The applicant has conducted a trip generation analysis for the project site that indicates the site will generate less than 100 trips when credit for prior uses is included. The applicant should provide specific information regarding the prior uses such that double counting of trips is not occurring. This is relevant as it relates to the need for a Traffic Movement Permit.*

*The applicant should conduct a safety analysis of crash information for York Street and Danforth Street and at the High Street intersections with York Street and Danforth Street.*

#### b. Access and Circulation

The plans include new brick sidewalks on York and High Streets and a ramp at the York and High Street corner. No new crosswalks are currently proposed. Pedestrian access to the commercial units is proposed from York Street. The primary access to the residential units would be from a door at the rear of the building. This door would be accessible to the street either via a path from High Street or from the parking area. A secondary entrance would be provided inside the driveway access from York Street. Staff has requested that the applicant make the primary residential entrance more legible from the street (and even consider bringing the door to High Street) and clarify how the door will be accessed from Danforth Street at the rear. Staff has also requested that the applicant depict all doors and sidewalk dimensions on the revised plans and document ADA access to the building.

The preliminary plans show bicycle hitches at five locations around the perimeter of the building and the site, including eight spaces on York Street, four spaces on High Street, four spaces in the parking area, and four spaces on Danforth Street. Mr. Errico has requested that the applicant provide bike lanes on York Street (*Attachment 3*).

Vehicular access is proposed via two curb cuts, one at the east end of the site on York Street and the other on Danforth Street. The York Street entrance would cut through the first floor of the building and provide access to the lower level of the parking at the property's rear. The other driveway would provide access to the top deck of the parking area. The York Street driveway is proposed at a distance of approximately 40 feet from the nearest existing driveway to the east. This allows the driveway to sit well away from the York Street/High Street intersection, approximately 280 feet, but fails to meet driveway separation requirements. A waiver would be required for this condition.

Regarding the access and circulation around the site, Mr. Errico writes,

*The York Street design needs to be revised to meet the City's Complete Streets Policy. The following notes specific items for consideration:*

- *The design should provide for a consistent horizontal alignment between High Street and Maple Street.*
- *York Street should include bicycle lanes – although a shared-use facility is likely on the eastbound approach at High Street.*

- *On-street parking is acceptable – assuming it can fit with other cross-section needs.*
- *The dedicated right-turn lane into the site should be eliminated.*
- *The radius on the northeast corner of the High Street/York Street intersection should be considerate of a possible conversion of High Street to two-way flow.*
- *The project should include replacement of the existing traffic signal mast arm structure at the northeast corner of the High Street/York Street intersection.*
- *All crosswalks and sidewalk ramp configurations should be clearly illustrated such that ADA compliance can be determined. Detectible warning panels need to be provided at all public street crossings.*
- *The plan needs to show how vehicle lanes transition east of the site to Maple Street.*

c. *Public Transit Access*

Greater Portland METRO operates a transit line through the West End which travels eastbound on Danforth Street and north on High Street in close proximity to the site, and South Portland currently provides transit service on High Street directly adjacent to the site. However, transit facilities have generally not been required in instances when other municipalities' transit service is involved. As such, staff is not requesting a transit facility here.

d. *Parking*

Division 20 of the land use ordinance establishes parking requirements by use but also grants an exception for projects that exceed 50,000 SF of floor area, allowing the planning board to determine the parking requirement in these cases. Since this project exceeds the 50,000 SF threshold, the applicant has submitted a parking study in an effort to establish parking demand (*Attachment I*). This study is fundamentally based on the city's parking ordinance, but assumes several credits based on shared use and shared parking/offset periods of peak demand. The study estimates a total vehicular parking demand of 122 spaces.

The applicant's preliminary plans show 211 parking spaces, far exceeding the projected parking needed for the project. In this way, the plans are designed to account not only for the project but also for existing parking spaces on the property that are currently used for off-site parking for other users. The parking study estimates that 59 such spaces currently exist on site.

Mr. Errico has reviewed the parking analysis and writes,

*I have reviewed the parking analysis and concur that an adequate parking supply will be provided for the project (with an excess supply).*

*I find the design of the parking levels generally to be acceptable with the following comments.*

- *Compact parking spaces are slightly larger than City standards. I support a waiver from the City's technical standards.*
- *One circulation lane is 21 feet wide and does not meet City standards. I support a waiver from the City's technical standards.*
- *The driveway width at York Street should be dimensioned on the plan.*
- *The layout of the parking level accessed via Danforth Street should be provided for review and approval.*
- *The applicant should note whether the driveway on Danforth Street meets City driveway separation standards. While conditions currently exist, bringing the driveway into conformance may be desired.*

As noted above, the applicant proposes 20 bicycle parking spaces, most of which would be located in the right-of-way on York and High Streets. Per the site plan standards, two bicycle spaces are required for every five residential units; at this ratio, 26 bicycle parking spaces would be required. With respect to the commercial space in the proposal, the ordinance requires two bicycle parking spaces for each 10 vehicular spaces required. Per the applicant's parking study, 65 parking spaces would be required to accommodate

the commercial space; this figure results in a commercial bicycle parking requirement of 13 spaces. Given these figures, 39 bicycle parking spaces are required on the site. The applicant's preliminary plans are thus short by 19 spaces.

The ordinance allows for a bicycle parking waiver "if it is determined, based on evidence submitted by the applicant, that the proposed development is expected to generate reduced demand for bicycle parking due to characteristics or uses such as elderly or disabled persons housing or industrial uses located in outlying areas" (*Section 14-526(a)4(b)(ii)*). In their submittal, the applicant has requested such a waiver, asking that the need for bicycle parking be addressed through a transportation demand management plan. The applicant writes, "if TDM monitoring determines the quantity of bike spaces is inadequate in the post-development condition, the owner can install additional bike racks" (*Attachment G*). It should be noted that a TDM plan is not required of this project; nor has one been explicitly proposed. Staff has suggested interior bike storage as a potential means of addressing the remaining bicycle parking requirement.

A snow storage and removal plan should be provided in the revised submittal. Regarding this plan, Mr. Senus has noted,

*The plans should note a location for snow storage. The snow storage location should be sited outside of existing and proposed drainage courses.*

e. *Transportation Demand Management*

As noted above, a transportation demand management plan is not required.

## 2. *Environmental Quality Standards*

a. *Preservation of Significant Natural Features*

There are no known significant natural features on the site.

b. *Landscaping and Landscape Preservation*

The preliminary landscaping plans include a variety of trees, shrubs, and perennials on both street the York and High Street frontages and at the building's rear and side. Trees include a combination of zelkovas, sugar maples, birches, river birches, ginkgos, and crab apples. Staff has requested that final plans include labels clarifying the location of these species. Likewise, the plans include boxwood, juniper, Bosnian pine, dwarf lilacs, viburnum, yew, and forsythia bushes, and staff has requested that revised plans clearly depict plant locations as well, particularly along the street frontages.

Staff has also requested that the applicant look carefully at the area on the western property line between adjacent residential neighbors and the parking, where four zelkovas are proposed as landscaping. A fence currently exists along this line; no new fencing is planned.

Regarding the landscaping plan, Jeff Tarling, the city's arborist, writes,

*The York Street project 'street view' from York Street is a critical part of the overall tree & landscape design review. Attached is our recommended raised granite tree planter detail and photo (Attachment 5). These have proven to be very efficient at protecting trees from compaction and deicing salt which are the top two limiting factors on urban street tree survival.*

*The proposed rain planter feature is also a good design and storm water element for this project. It also helps define the street edge and circulation due to grade changes along the curb line. The placement location and design of the rain planter is also important. Having adequate space between the street curb and planter is recommended to be around 3' in width. This planter may include street trees as well as woody & herbaceous plantings.*

*More information is needed in regards to planter design, location along with the street tree*

*placement. Providing space for pedestrian travel up York & High Streets along with space enough for standard sidewalk clearing equipment should be a standard goal.*

*The parking lot area should also receive green screening in the form of green wall or planted trellis along with trees and shrubs where space allows.*

Altogether, 14 street trees are proposed. Per the site plan ordinance, 63 street trees are technically required at one per residential unit. However, site constraints clearly prevent the planting of all of these trees. Staff suggests that the applicant consider current gaps in the High and Danforth Street frontages as possible locations for additional street trees. As noted above, street tree species should be clearly defined on the revised plans. A contribution for outstanding street trees will be required.

*c. Water Quality/Storm Water Management/Erosion Control*

As noted above, the applicant plans to increase impervious area by approximately 1,235 SF, and proposes to treat a small area of runoff greater than this area through the use of biocell stormwater planters with 18" of soil media, 14" of gravel, and a 6" underdrain. The biocell installation is designed to sit below the surface level of the sidewalk in order to allow ponding. Underdrains would outlet to the combined sewer in York Street (Attachment L).

Mr. Sensus has reviewed the design of the biocell system and provided the following comments,

*Stormwater planters are proposed along York Street to provide treatment for a portion of York Street to offset [the] increase in impervious area. This is an acceptable approach to managing stormwater quality; however, additional comments and concerns have been raised associated with accommodating traffic, bicycles, and pedestrians within the York Street Right-of-Way, which may preclude the ability to fit these planter systems in this area. It should be noted that the City would accept a stormwater quality measure in the area around or within the swale above CB2 (along the south edge of the parking garage) as an acceptable means of meeting the stormwater quality standards for the project. If a depressed planter/filter area is proposed within or adjacent to the traveled way, some measure should be taken to demark the edge through the use of a raised curb or rail.*

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

Currently, the stormwater planters are proposed within the city's right-of-way. Staff has advised the applicant that this arrangement would require both a license and a maintenance agreement with the city, and given this, suggested that an alternative location might be more suitable. Mr. Sensus writes,

*Maintenance of any stormwater quality treatment measures proposed in the City Right-of-Way will be the responsibility of the property owner; as such, agreements will be needed to define these responsibilities. The City has executed similar agreements on other projects and can help coordinate the language carried in these agreements.*

### **3. Public Infrastructure and Community Safety Standards**

*a. Consistency with Related Master Plans*

As noted above, the project is generally deemed consistent with related master plans.

*b. Public Safety and Fire Prevention*

In preliminary comments, staff has raised some concerns with respect to Crime Prevention through Environmental Design (CPTED), particularly as it relates to access to the main residential entrance at the building's rear. Residents walking from the south or west would access the residential entrance via a path enclosed between the building and an adjacent fence on the property line with 27 High Street. The path



would be lit with bollards and the applicant has indicated the intent to make the fence permeable to increase opportunities for natural surveillance. However, visibility and safety are concerns. The dimensions of this area should be included on revised plans, and, ideally, a more visible front entry on one of the building's street facades would be preferable.

The applicant has provided a life safety summary for review by the city's Fire Prevention Bureau (*Attachment P*). Per this summary, the building would be fully sprinklered and accessible from two sides. Assistant Fire Chief Keith Gautreau has reviewed the life safety summary and raised concerns with regard to fire access to the rear of the building (*Attachment 6*). These concerns were discussed in a meeting with the applicant in late September. At that meeting, Assistant Chief Gautreau asked whether the parking deck would support fire vehicles, and the applicant indicated that this was not the design intent. Following this meeting, Assistant Chief Gautreau reiterated his concern about access to the building. He writes,

*I have some concerns about emergency access to the rear of this 5 story building. Is there going to be any proposed access off of High Street or Danforth? There also appears to be several trees proposed on York Street side making access to upper floors difficult as well.*

*Fire Vehicle Access*

- *Largest Fire Department Vehicle must be able to navigate through the parking lot to access building*
- *Fire Department Access shall have an unobstructed vertical clearance of not less than 13 ft 6 in.*
- *Vertical clearance shall be permitted to be reduced, provided such reduction does not impair access by fire apparatus, and approved signs are installed and maintained indicating the established vertical clearance when approved.*

*There are existing hydrants located at York and High and High and Danforth. There should be sufficient water supply for the proposed building but would like to see an analysis done per NFPA 1.*

*Hydrants 2(009 NFPA 1 18.3 Water Supplies and Fire Hydrants)*

*Fire Department Connections shall not be located where large diameter hose may block egress.*

*A Life Safety Evacuation Plan shall be submitted with the Building Permit detailing the exiting and waiting area for occupants.*

The applicant will need to resolve outstanding questions from the Fire Prevention Bureau prior to final hearing.

c. *Availability and Capacity of Public Utilities*

The Portland Water District has provided documentation of capacity to serve the project (*Attachment N*). At the time of final site plan review, the applicant will need to present evidence that there is sufficient sewer capacity to service the commercial and residential units on the site.

As noted above, the majority of the site's runoff would be collected and conveyed to the city's storm drain in High Street. Given existing grades, the applicant is proposing to direct the remainder of the site runoff, including the treated stormwater from planters on the south side of the site, to the combined sewer system in York Street. These outlets will incorporate check valves. An oil/water separator is proposed for the lower area parking area runoff. Regarding this plan, Mr. Senus writes,

*Sheet C4.01 - The Tide-Flex Checkmate inline valve should be installed in close proximity to a manhole structure so future access to the valve can occur without the need to cut into the City Street.*

*A detail should be provided and location should be noted on the plans for the garage floor drain oil/water separator system.*

Mr. Margolis-Pineo adds,

*If food preparation is proposed or anticipated as part of this complex, a grease removal device will be required. The size and location will need to be determined. Please contact Ben Pearson (874-8843), of the City's Industrial Pretreatment Division for guidance.*

#### 4. Site Design Standards

a. *Massing, Ventilation, and Wind Impact*

The bulk, location, or height of the building is not likely to result in health or safety problems from a reduction in ventilation to abutting structures. However, staff has requested a wind study through the design review (*Attachment 7*).

b. *Shadows*

The project is proposed in the B-3 zone; as such, this standard does not apply.

c. *Snow and Ice Loading*

As noted above, snow storage areas should be delineated on the revised plans.

d. *View Corridors*

High Street is designated in the city's *Design Manual* as a protected view corridor. The applicant has provided renderings of the building from the west and east on York Street, and is currently developing views down High Street. Per the site plan standard pertaining to view corridors, "the massing, location, and height of development shall not substantially obstruct public views." Additional renderings will be reviewed in this light prior to public hearing.

e. *Historic Resources*

The project includes some minor site work on one parcel within the West End Historic District, 27 High Street. As such, this site work is subject to review for conformance with the historic preservation ordinance standards. Further, portions of the proposed building lie within 100 feet of this district, meaning that the entire development is subject to review for general compatibility "with the major character-defining elements of the...portion of the district in the immediate vicinity" (*Section 14-526(d)5*).

The applicant has provided a narrative which speaks to the compatibility of the proposed building with the West End, writing "[t]he proposed project creates a bridge between the commercial brick buildings of the Old Port and the wood residential buildings of the West End. While the functions of the building are divided vertically [(c)commercial space at level 1 and residential space on the upper levels()], the architecture is divided by the Old Port and West End" (*Attachment Q*)." They state, "[a]t the corner of York Street and High Street, the building...utilizes residentially scaled materials and colors similar to buildings of the West End. These facades are details [sic] in a more ornate fashion with historically proportioned trim, storefront details and cornice."

Deb Andrews, the city's Historic Preservation Manager, reviewed the plans and intends to present the applicant's drawings to the Historic Preservation Board for an advisory review on 11/21, 2015. In her memo preliminary comments, Ms. Andrews has noted the importance of the York and High Street intersection as a major gateway and prominent corner. She has advised that this corner could support larger scale development than the smaller residential buildings characteristic of the West End. She has also suggested, however, that the applicant redesign the High Street facade to shift the mass of the building away from the existing residential and toward the corner of York and High Streets. The Historic Preservation Board's findings will be available at the time of final review.

f. *Exterior Lighting*

The applicant has provided a lighting plan including the city's Eastern Waterfront fixtures on the York and High Street frontages, a series of bollards along the pathway to the main residential entrance, and pole-mounted lights in the parking area at rear. All of these lights are full cutoff and meet the requirements of the city's Technical Manual.

The applicant also proposes wall-mounted sconces on the York and High Street building façades that are designed as "architectural lighting." These lights are not technically full cutoff. Per the code, any "architectural lighting" would need to *Technical Manual* standards, which include the provision that "[architectural] lighting shall be directed downward unless the development is located in an area of the city where uplighting is permitted" (14-526(D)6b and *Technical Manual Section 12.4*). The use of architectural lighting will need to be further considered prior to final review. No uplighting is proposed.

The photometric plan shows shows some light trespass to the north onto both adjacent properties on Danforth Street. Given the location of the parking area stairs proximate the property line in this area, staff recognizes the need for adequate lighting. Staff has requested that the applicant revise the lighting plan in an attempt to meet the trespass standard.

g. *Noise and Vibration*

The applicant has not provided information on HVAC equipment in the preliminary submittal. The applicant has requested that this be treated as a condition of approval.

h. *Signage and Wayfinding*

No signage or wayfinding is proposed at this time.

i. *Zoning-Related Design Standards*

The city's site plan ordinance states that "Development in the B3, B5, B5-b, B7 business zones and in the B6 and EWPZ waterfront zones shall be designed to support the development of dense, mixed-use neighborhoods with attractive, safe and convenient street level pedestrian environments as demonstrated by compliance with all applicable design standards listed in the *Design Manual*" (*Section 14-526(d)9.a(iii)*). The *Design Manual* establishes design guidelines for the B-3 zone. The applicant has provided a brief narrative responding to the design guidelines (*Attachment Q*).

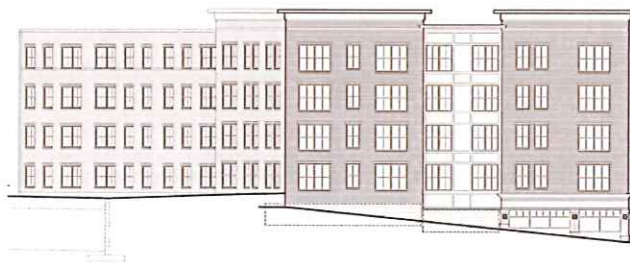
Caitlin Cameron, the city's urban designer, has provided preliminary design review comments (*Attachment 7*). These comments raise several concerns about the building design. The review suggests:

- That the length of the building be articulated in a way that more clearly reflects the building function, where material changes emphasize changes in use, but that the entire building should use a more consistent language to reflect that the building is one;
- More consistent window types and sizes to provide a pattern and rhythm to both street-facing building facades;
- Moderating the scale of the building on the High Street frontage as it meets the West End Historic District by stepping down one story;
- Emphasizing entries;
- Emphasizing the corner of York and High Streets; and
- Screening between the adjacent rear yards and the parking area.

These comments should be addressed prior to public hearing.



27



3 HIGH STREET EXTERIOR ELEVATION  
1/8" = 1'-0"



1 YORK STREET EXTERIOR ELEVATION  
1/8" = 1'-0"

Figures 8, 9, and 10: Rendering from the east; High Street façade (middle); York Street façade (bottom)

### XIII. NEXT STEPS

1. Applicant to address staff comments and additional comments of the Planning Board;
2. Applicant to prepare final plan submission, including subdivision and site plan submittal requirements as included in 14-496(a) and (b) and 14-527(e) and (f) for review by the Planning Authority and Planning Board; and
3. Hold final Planning Board Hearing.

**XIV. ATTACHMENTS**

**PLANNING BOARD REPORT ATTACHMENTS**

1. City Surveyor review (memo from Bill Clark, 9/17/15)
2. Traffic Engineer review (memo from Thomas Errico, 10/2/15)
3. Civil Engineer review (memo from David Senus, 10/1/15)
4. Department of Public Services review (memo from David Margolis-Pineo, 10/2/15)
5. City Arborist review (memo from Jeff Tarling, 10/6/15)
6. Fire Prevention Bureau review (memo from Keith Gautreau, 2/11/15)
7. Design review (memo from Caitlin Cameron, 2/11/15)

**APPLICANT'S SUBMITTALS**

- A. Level III Site Plan application
- B. Project Description
- C. Evidence of Right, Title, and Interest
- D. Evidence of State and/or Federal Permits
- E. Compliance with Applicable Zoning Requirements
- F. Proposed Easements
- G. Requested Waivers
- H. Financial and Technical Capacity
- I. Traffic Studies
- J. Significant Natural Features
- K. Narrative Describing the Site
- L. Stormwater
- M. Consistency with Master Plans
- N. Availability of Off-Site Facilities
- O. Solid Waste
- P. Fire Code Summary
- Q. Design Narrative
- R. HVAC Narrative

**PLANS**

- Plan 1. Cover Sheet
- Plan 2. Boundary Survey
- Plan 3. New Division of Lots
- Plan 4. Subdivision Plan
- Plan 5. Subdivision Notes and Details
- Plan 6. Demolition Plan
- Plan 7. Overall Site and Utility Plan
- Plan 8. Site and Utility Plan
- Plan 9. Grading, Drainage, & Erosion Control Plan
- Plan 10. Details - 1
- Plan 11. Details - 2
- Plan 12. Stormwater Planter Plan and Details
- Plan 13. Erosion Control Notes
- Plan 14. Hardscape Plan and Details
- Plan 15. Hardscape Plan and Details
- Plan 16. Landscape Plan Commercial
- Plan 17. Landscape Plan Residential
- Plan 18. Lighting and Photometric Plan
- Plan 19. Lighting Specifications
- Plan 20. Exterior Building Elevations
- Plan 21. Building Section and Roof Plan
- Plan 22. Lower Level Floor Plan

- Plan 23. Second Level Floor Plan
- Plan 24. Third Level Floor Plan
- Plan 25. Construction Management Advance Site Work
- Plan 26. Construction Management Foundations
- Plan 27. Construction Management Steel & Plank Erection
- Plan 28. Construction Management Masonry & Site Work
- Plan 29. Rendering from York/High
- Plan 30. Rendering from York Street East

**From:** William Clark  
**To:** Helen Donaldson; Jennifer Thompson  
**CC:** Ann Machado; David Margolis-Pineo  
**Date:** 9/17/2015 4:25 PM  
**Subject:** Re: 101 York Street lot merger/subdivision plat  
**Attachments:** C1.03 Subdivision Plan 101 York St 08 14 2015 survey review 9 17 15.pdf; C1.02 New Division of Lots 101 York St 08 14 2015 survey review 9 17 15.PDF

Hi,

I looked at the plans. My comments on them are on the attached plans.

1. State Plane Coordinates at noted locations.
2. Set property corners.
3. Set the two monuments at the end of the 51.63 foot boundary line end points rather than on three foot offset. The three foot offset points are too close to the curb line.
4. Will the City be granted sidewalk/pedestrian easements along York Street? It appears there may be some planters going in.
5. Will the West Company be granted an access easement to use the Danforth Street entrance? Also, will a portion of High Street Court be blocked off to West Company access due to the boundary line?
6. Will High Street Court and Palermo Road be abandoned within the project area?
7. What will come of the remainder of High Street Court? Will it remain as part of JB Brown property or conveyed to abutters?
8. Subdivision Plan needs a Professional Land Surveyor signature and seal.

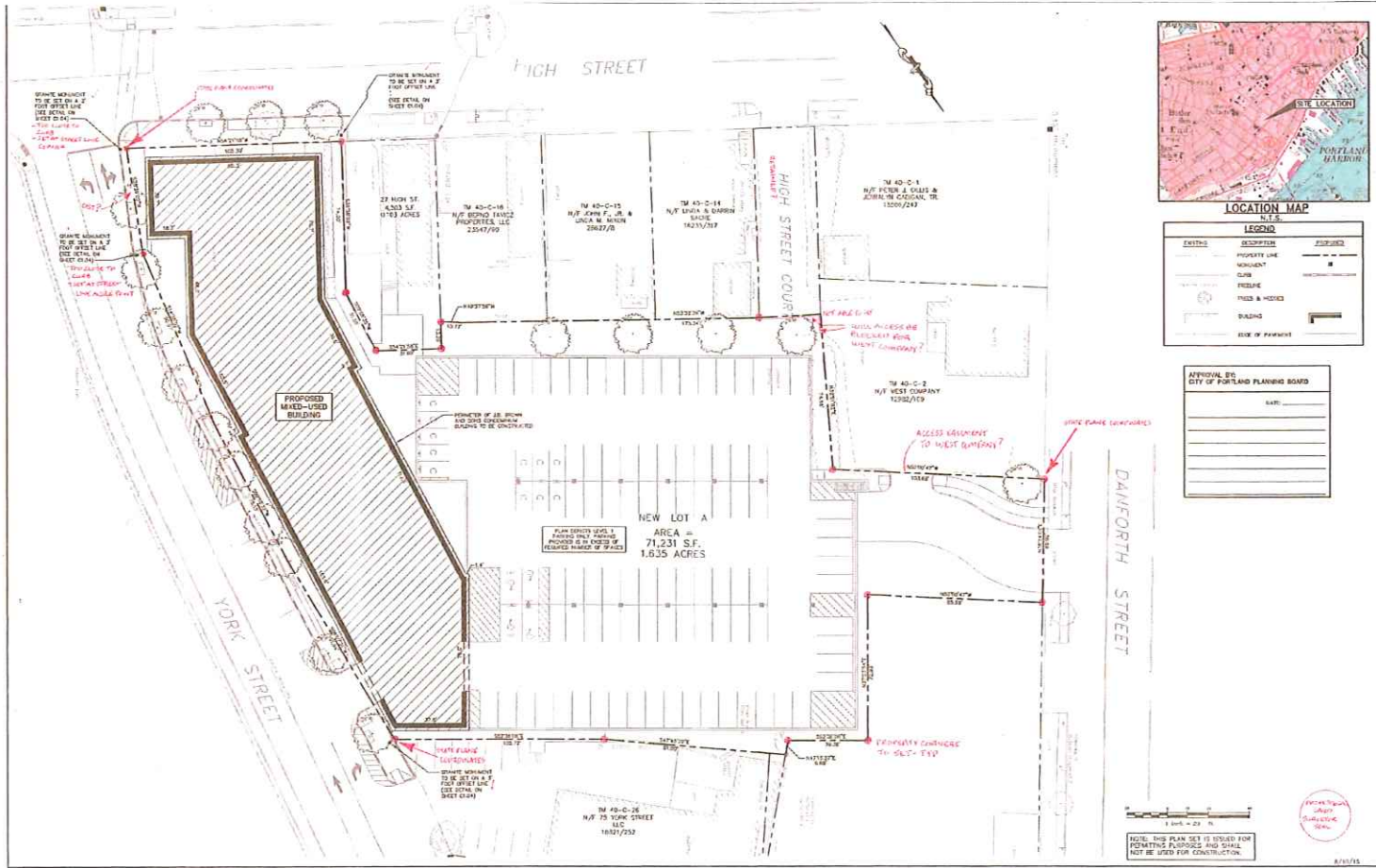
Thanks,

Bill

William Clark, PLS  
Senior Project Engineer  
Engineering  
Department of Public Services  
City of Portland  
55 Portland St.







**LEGEND**

SYMBOL	DESCRIPTION
—	PROPERTY LINE
—	SETBACK
—	CLUB
—	TRAIL & HOVLS
—	ROADS
—	EDGE OF PARKING

APPROVAL BY  
CITY OF PORTLAND PLANNING BOARD

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: THIS PLAN SET IS STUDIED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

REV	DATE	REVISION

REV	DATE	REVISION

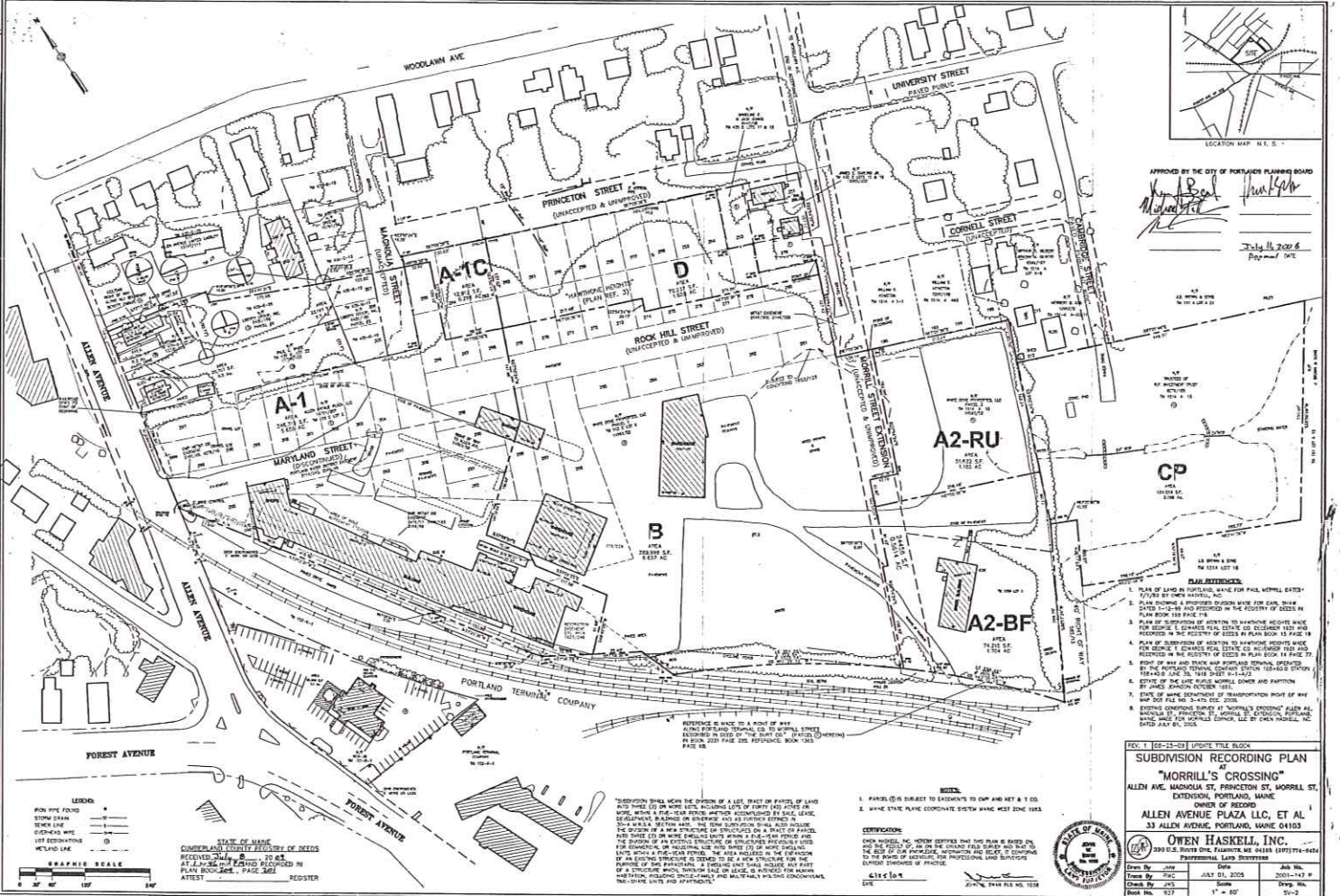
This plan set is intended for informational purposes only. It is not to be used for construction. Any alterations, modifications or omissions, in all or in part, shall void the entire plan set.



Relationship Requirements, Inc.  
www.relationshiprequirements.com  
207.657.6919

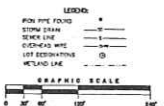
Subdivision Plan	
Project:	York Street - Mixed Use Development
Client:	York Street, LLC
Address:	38 Danforth Street, Portland, ME 04103

Drawing No. **C1.03**



APPROVED BY THE CITY OF PORTLAND PLANNING BOARD  
*Kyle Boal* *Frank...*  
 July 21, 2005  
 Prepared BY:

- PLAN REFERENCES:**
- PLAN OF LAND IN PORTLAND, MAINE FOR FILE NO. 10001-2470-1770 BY OWEN HASKELL, INC.
  - PLAN SHOWING A PROPOSED BUSINESS WARE FOR CAR, TRUCK AND TRAILER STORAGE IN THE DISTRICT OF ZONES IN PLAN BOOK 183 PAGE 174.
  - PLAN OF SUBDIVISION OF LOT 10 IN BLOCK 10001-2470-1770 FOR RESIDENTIAL USE IN PLAN BOOK 183 PAGE 174.
  - PLAN OF SUBDIVISION OF LOT 10 IN BLOCK 10001-2470-1770 FOR RESIDENTIAL USE IN PLAN BOOK 183 PAGE 174.
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  - PLAN OF SUBDIVISION OF LOT 10 IN BLOCK 10001-2470-1770 FOR RESIDENTIAL USE IN PLAN BOOK 183 PAGE 174.



STATE OF MAINE  
 CONSERVATION DEPARTMENT  
 RECEIVED JULY 21 2005  
 AT 10:00 AM  
 AT 10:00 AM  
 REGISTER

THIS SUBDIVISION SHALL MEAN THE DIVISION OF A LOT, PART OF A LOT OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS INCLUDING LOTS OF FIFTY (50) ACRES OR MORE, WHICH A FIVE-YEAR PERIOD WITHIN ACCOMPANIED BY THIS LEASE, IS EQUIVALENT TO A DIVISION OF A LOT OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS INCLUDING LOTS OF FIFTY (50) ACRES OR MORE. THE TIME PERIOD SHALL BE THE PERIOD OF AN EXISTING STRUCTURE OR STRUCTURES PREVIOUSLY USED FOR STORAGE OF MOTOR VEHICLES, TRAILERS OR BOATS, INCLUDING THE PERIOD OF CONSTRUCTION OF SUCH STRUCTURE OR STRUCTURES. THE PERIOD OF AN EXISTING STRUCTURE IS DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSES OF THIS PARAGRAPH. A PERIOD OF FIVE (5) YEARS FROM THE DATE OF CONSTRUCTION OF SUCH STRUCTURE OR STRUCTURES SHALL BE DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSES OF THIS PARAGRAPH. THE PERIOD OF FIVE (5) YEARS SHALL BE DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSES OF THIS PARAGRAPH.

- NOTES:**
- PARCEL (B) IS SUBJECT TO EASEMENTS TO OWN AND NET 1 & 2.
  - MAINE STATE PLANE COORDINATE SYSTEM MAINE 8302 ZONE 123A.
- CERTIFICATION:**
- OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS ACCURATE AND THE PERIOD OF EXISTING STRUCTURE IS CORRECTLY SHOWN ON THE PLAN OF THIS PLAN. THE PERIOD OF EXISTING STRUCTURE IS CORRECTLY SHOWN ON THE PLAN OF THIS PLAN. THE PERIOD OF EXISTING STRUCTURE IS CORRECTLY SHOWN ON THE PLAN OF THIS PLAN.
- OWEN HASKELL, INC.  
 33 ALLEN AVENUE, PORTLAND, MAINE 04103



REV. 1 (02-25-03) UPDATE FILE BLOCK  
**SUBDIVISION RECORDING PLAN**  
 "MORRILL'S CROSSING"  
 ALLEN AVE. MADRUSIA ST, PRINCETON ST, MORRILL ST,  
 EXTENSION, PORTLAND, MAINE  
 OWNER OF RECORD  
 ALLEN AVENUE PLAZA LLC, ET AL  
 33 ALLEN AVENUE, PORTLAND, MAINE 04103  
 OWEN HASKELL, INC.  
 3300 S. GARDEN ST., PORTLAND, ME 04108 (207) 774-6424  
 PROFESSIONAL LAND SURVEYOR

Date:	FILED	July 21, 2005	Job No.	2001-147-B
Drawn By:	JVS		Scale	1" = 40'
Check By:	JVS		Drawn No.	500-2
Book No.:	527			

**From:** Tom Errico <thomas.errico@tylin.com>  
**To:** Helen Donaldson <HCD@portlandmaine.gov>  
**CC:** Jeremiah Bartlett <JBartlett@portlandmaine.gov>, David Margolis-Pineo <DMP@portlandmaine.gov>, Katherine Earley <KAS@portlandmaine.gov>, "JeffTarling" <JST@portlandmaine.gov>  
**Date:** 10/2/2015 3:33 PM  
**Subject:** 101 York Street - Preliminary Traffic Comments

Nell - The following summarizes my preliminary traffic comments following a review of application materials.

1. The York Street design needs to be revised to meet the City's Complete Streets Policy. The following notes specific items for considerations
  - \* The design should provide for a consistent horizontal alignment between High Street and Maple Street.
  - \* York Street should include bicycle lanes - although a shared-use facility is likely on the eastbound approach at High Street.
  - \* On-street parking is acceptable - assuming it can fit with other cross-section needs.
  - \* The dedicated right-turn lane into the site should be eliminated.
  - \* The radius on the northeast corner of the High Street/York Street intersection should be considerate of a possible conversion of High Street to two-way flow.
  - \* The project should include replacement of the existing traffic signal mast arm structure at the northeast corner of the High Street/York Street intersection.
  - \* All crosswalks and sidewalk ramp configurations should be clearly illustrate such that ADA compliance can be determined. Detectable warning panels need to be provided at all public street crossings.
  - \* The plan needs to show how vehicle lanes transition east of the site to Maple Street.
2. The applicant has conducted a trip generation analysis for the project site that indicates the site will generate less than 100 trips when credit for prior uses is included. The applicant should provide specific information regarding the prior uses such that double counting of trips is not occurring. This is relevant as it relates to the need for a Traffic Movement Permit.
3. The applicant should conduct a safety analysis of crash information for York Street and Danforth Street and at the High Street intersections with York Street and Danforth Street.
4. I have reviewed the parking analysis and concur that an adequate parking supply will be provided for the project (with an excess supply).
5. I find the design of the parking levels generally to be acceptable with the following comments.
  - \* Compact parking spaces are slightly larger than City standards. I support a waiver from the City's technical standards.
  - \* One circulation lane is 21 feet wide and does not meet City standards. I support a waiver from the City's technical standards.
  - \* The driveway width at York Street should be dimensioned on the plan.
  - \* The layout of the parking level accessed via Danforth Street should be provided for review and approval.
  - \* The applicant should note whether the driveway on Danforth Street meets City driveway separation standards. While conditions currently exist, bringing the driveway into conformance may be desired.
6. I have reviewed the construction management plans and need to continue to review, particularly as it relates to sidewalk closures and detours.

These comments should be considered preliminary and additional comments may be provided in the future. If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE  
 Senior Associate  
 Traffic Engineering Director  
 [T.Y. Lin International]T.Y. Lin International

12 Northbrook Drive  
Falmouth, ME 04105  
207.781.4721 (main)  
207.347.4354 (direct)  
207.400.0719 (mobile)  
207.781.4753 (fax)  
thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>  
Visit us online at [www.tylin.com](http://www.tylin.com)<http://www.tylin.com>  
Twitter | Facebook | LinkedIn | YouTube

"One Vision, One Company"

Please consider the environment before printing.

## MEMORANDUM



**TO:** Nell Donaldson, Planner  
**FROM:** David Senus, PE  
**DATE:** October 1, 2015  
**RE:** York & High Development, Level III Site Plan Application

Woodard & Curran has reviewed the Level III Site Plan Application for the proposed mixed use development located at 101 York Street in Portland, Maine. The project involves the construction of a five story mixed use building and a two level 207 space parking structure.

### Documents Reviewed by Woodard & Curran

- Final Level III Site Plan Application and attachments, dated August 14, 2015, prepared by Opechee Construction Corporation, on behalf of JB Brown & Sons.
- Engineering Plans, dated August 14, 2015, prepared by Gorrill Palmer, on behalf of JB Brown & Sons.

### Comments

- 1) The project will disturb more than one acre; the Applicant has noted that the proposed project will require a Stormwater Permit-By-Rule/Notice of Intent to Comply with the Maine Construction General Permit. Please provide a status for filing the PBR/NOI with MaineDEP.
- 2) In accordance with Section 5 of the City of Portland Technical Manual, a Level III development project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:
  - a) Basic Standard: Plans, notes, and details have been provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500.
  - b) General Standard: The project will result in a net increase in impervious area of approximately 1,236 square feet. As such, the project is required to include stormwater management features for stormwater quality control. Stormwater planters are proposed along York Street to provide treatment for a portion of York Street to offset this increase in impervious area. This is an acceptable approach to managing stormwater quality; however, additional comments and concerns have been raised associated with accommodating traffic, bicycles, and pedestrians within the York Street Right-of-Way, which may preclude the ability to fit these planter systems in this area. It should be noted that the City would accept a stormwater quality measure in the area around or within the swale above CB2 (along the south edge of the parking garage) as an acceptable means of meeting the stormwater quality standards for the project. If a depressed planter/filter area is proposed within or adjacent to the traveled way, some measure should be taken to demark the edge through the use of a raised curb or rail.
  - c) Flooding Standard: The project will result in a net increase in impervious area of approximately 1,236 square feet. As such, the project is required to include stormwater management features to control the rate of stormwater runoff from the site. Systems such as the stormwater filter planters provide an acceptable means of managing the rate of stormwater discharge from the site. As noted in the Application, a majority of stormwater runoff will now be separated from the combined sewer and discharged to the newly installed drainage in High Street.
- 3) The Stormwater Management Plan should include a stormwater inspection and maintenance plan developed in accordance with and in reference to Chapter 32 of the City of Portland Code of Ordinances.
- 4) Maintenance of any stormwater quality treatment measures proposed in the City Right-of-Way will be the responsibility of the property owner; as such, agreements will be needed to define these



responsibilities. The City has executed similar agreements on other projects and can help coordinate the language carried in these agreements.

- 5) Sheet C4.01 - The Tide-Flex Checkmate inline valve should be installed in close proximity to a manhole structure so future access to the valve can occur without the need to cut into the City Street.
- 6) A detail should be provided and location should be noted on the plans for the garage floor drain oil/water separator system.
- 7) The plans should note a location for snow storage. The snow storage location should be sited outside of existing and proposed drainage courses.

**From:** David Margolis-Pineo  
**To:** Helen Donaldson; Tom Errico  
**CC:** Benjamin Pearson; Katherine Earley  
**Date:** 10/2/2015 4:20 PM  
**Subject:** Re: 101 York Street - Preliminary Traffic Comments

Nell,

Also please add:

1. If food preparation is proposed or anticipated as part of this complex, a grease removal device will be required. The size and location will need to be determined. Please contact Ben Pearson (874-8843), of the City's Industrial Pretreatment Division for guidance.

**From:** Jeff Tarling  
**To:** Helen Donaldson  
**Date:** 10/6/2015 5:01 PM  
**Subject:** York Street Tree & Landscape  
**Attachments:** TreePlanter.pdf; Tplanter.JPG; portland-oregon-green-street-1a.jpg; stormwater planter PortOr.jpg

Hi Nell -

The York Street project 'street view' from York Street is a critical part of the overall tree & landscape design review. Attached is our recommended raised granite tree planter detail and photo. These have proven to be very efficient at protecting trees from compaction and deicing salt which are the top two limiting factors on urban street tree survival. The proposed rain planter feature is also a good design and storm water element for this project. It also helps define the street edge and circulation due to grade changes along the curb line. The placement location and design of the rain planter is also important. Having adequate space between the street curb and planter is recommended to be around 3' in width. This planter may include street trees as well as woody & herbaceous plantings. The parking lot area should also receive green screening in the form of green wall or planted trellis along with trees and shrubs where space allows. More information is needed in regards to planter design, location along with the street tree placement. Providing space for pedestrian travel up York & High Streets along with space enough for standard sidewalk clearing equipment should be a standard goal.

Thanks

Jeff

>>> Helen Donaldson 10/1/2015 4:22 PM >>>  
David and Jeff,

I'm about to leave for the weekend, but before I do I wanted to issue another plea that you write up your comments on Vin Veroneau's project on York Street (2015-139) by the end of the week if you could. They're getting antsy prepping for a PB workshop on the 13th, and I need to write up a memo by mid-day on Wednesday...

Thanks so much for your help.

Nell



NOTES:

ALL TREE WELLS SHALL COMPLY WITH CITY TECHNICAL STANDARDS AND MUST BE APPROVED BY THE CITY ARBORIST.

GRANITE CURB TREE WELL SHALL BE ...

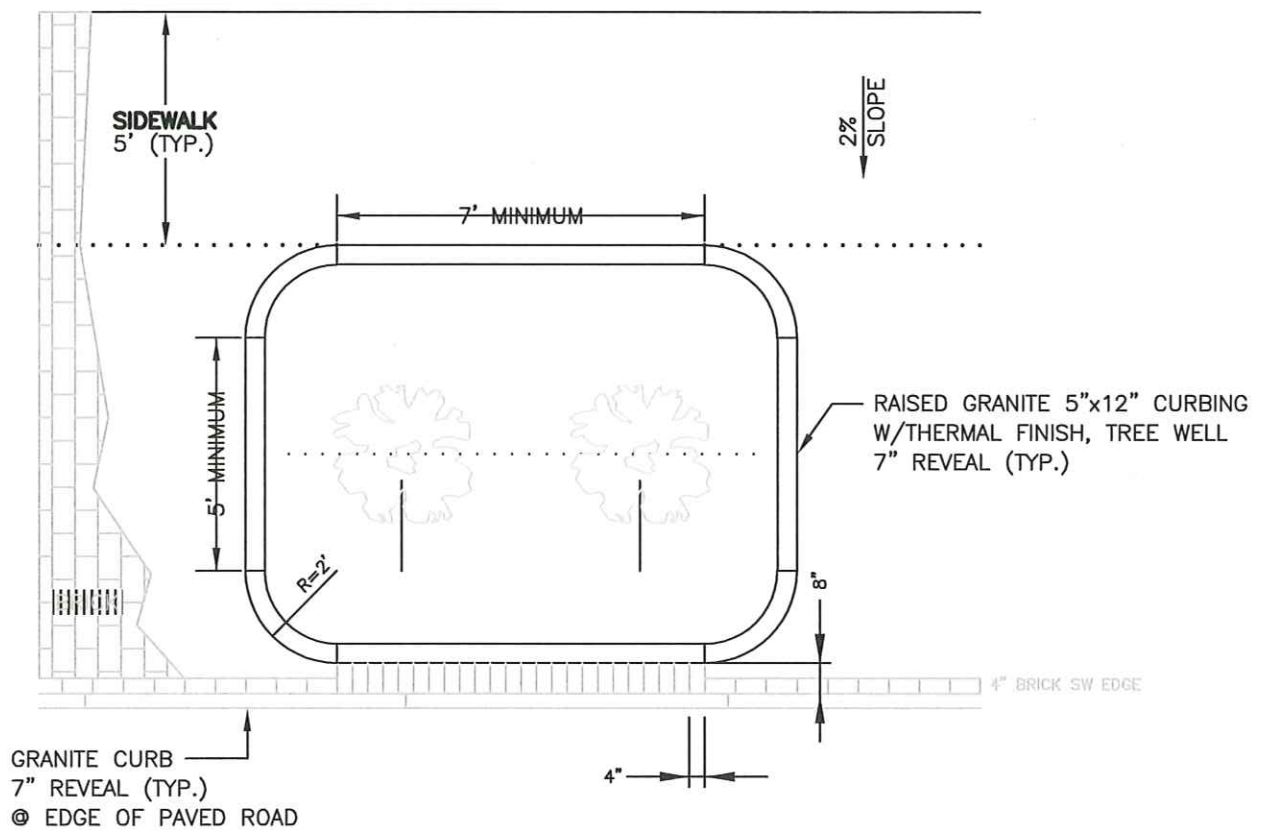
SIDEWALK MATERIAL PER CITY SIDEWALK MATERIAL POLICY.

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.

SPECIFICATION NUMBER: "VERMONT BACKER BRICK", ITEM NUMBER # VBBB



PLAN VIEW

**TREEWELL IN BRICK SIDEWALK**

NOT TO SCALE

DATE:  
FEB. 2013  
REVISED:

CITY OF PORTLAND, MAINE  
TECHNICAL STANDARDS MANUAL

TRANSPORTATION SYSTEMS  
AND STREET DESIGN  
SECTION V

FIGURE:

**LARGE GRANITE BORDER TREE WELL IN  
BRICK SIDEWALK WITH NO ESPLANADE**

**V-??D**







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**MEMORANDUM**

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**To:** FILE  
**From:** Nell Donaldson  
**Subject:** Application ID: 2015-139  
**Date:** 10/1/2015

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**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015**

\ Life Safety Evacuation Plan shall be submitted with the Building Permit detailing the exiting and waiting area for occupants.

**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015**

I have some concerns about emergency access to the rear of this 5 story building. Is there going to be any proposed access off of High Street or Danforth? There also appears to be several trees proposed on York Street side making access to upper floors difficult as well. Would like to see an engineer's analysis of whether Emergency Vehicles can be supported on the second floor deck of parking garage.

**Fire Vehicle Access**

1. Largest Fire Department Vehicle must be able to navigate through the parking lot to access building.
2. Fire Department Access shall have an unobstructed vertical clearance of not less than 13 ft 6 in.
3. Vertical clearance shall be permitted to be reduced, provided such reduction does not impair access by fire apparatus, and approved signs are installed and maintained indicating the established vertical clearance when approved.

**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015****Premises Identification**

The main entrance of the building must be the address for the property. This should be consistent with 911, tax assessor, Inspections Division and future mailing address.

Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer.

If the building entry faces a different street, both the street name and number should be large enough to read from the street.

Address numbers must be a minimum of 4 inches high.

The number should be in Arabic numerals rather than spelled out (for example, "130" instead of "One Hundred and Thirty").

Color: Addresses should be in a color that contrasts with the background.

Whenever possible, should be illuminated.

**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015**

There are existing hydrants located at York and High and High and Danforth. There should be sufficient water supply for the proposed building but would like to see an analysis done per NFPA 1.

**Hydrants**

2009 NFPA 1 18.3 Water Supplies and Fire Hydrants

-Fire Department Connections shall not be located where large diameter hose may block egress.

**Comments Submitted by: Keith Gautreau/Fire on 9/29/2015**

I would like to see what the proposal for Emergency Access to the rear of this 5 story building and parking garage will be?

## Planning and Urban Development Department Planning Division



**Subject:** B3 Design Review – 101 York Street

**Written by:** Caitlin Cameron, Urban Designer

**Date of Review:** Monday, September 21, 2015

On Monday, September 21, a design review according to the *City of Portland Design Manual* Standards was performed for the proposed development at 101 York Street. The preliminary plans were reviewed by Caitlin Cameron, Urban Designer, Nell Donaldson, Planner, and Shukria Wiar, Planner, Planning Division of the Department of Planning & Urban Development with additional coordination with Deb Andrews, Historic Preservation Program Manager. The project was reviewed against the B-3 *Downtown Business Zone Standards* and *Downtown Urban Design Guidelines* (Appendix 1 of the Design Manual).

### Design Review Criteria:

The project must meet all B-3 Design Standards found in the *City of Portland Design Manual*.

### Findings of the Design Review:

The proposed design currently **does not pass** all of the standards of the *B-3 Downtown Business Zone Standards* and *Downtown Urban Design Guidelines* (Appendix 1 of the Design Manual) – please refer to **comments below regarding Standards currently not met or where more information is needed.**

### B-3 Downtown Urban Design Guidelines (Appendix 1)

#### I. Relationship to the Pedestrian Environment

##### A. Distinguish the lower 35 feet of building facades

##### 1. Storefronts and building facades

- **Relationship to Context – Not Met** – *the design of storefronts and the facades of lower portions of buildings should relate to the architecture of the rest of the building and should demonstrate a unified overall building design.*

- There is too much artificial variation in the facade design. The length of the building should be broken up in a way that is authentic and reflects the inherent building systems and function. The architectural style should not alter so much - this is one building.

- **Pedestrian character – Met** –

- **Materials and detailing**

- Material choices need to be indicated on the elevation drawings and in the project narrative.

- Storefront materials, details, and spacing should be consistent throughout the ground floor of the project. A change in the storefront design is logical at the point where the façade becomes recessed, but currently, too much variation is shown in the storefront design across the length of the building.
- Change in material should emphasize use - retail storefront vs. residential above. Use granite or stone to emphasize residential entry points, not to artificially break up the storefront facades.
- Details such as cornices, belt lines, water tables, should be cohesive throughout the building.

- Transparency – Met –

- Contemporary design – Not applicable – There is no surrounding retail context

2. Building entrances

- Compatibility with the building façade – Not Met – Compatibility is less of an issue as emphasis and visibility – further design is requested. Use granite or stone to emphasize residential entry points, not to artificially break up the storefront facades.

- Prominence along the street – Not Met – The two residential building entrances are not readily identifiable and do not have prominence on the building's street facades. This should be addressed through strategies such as material choice, canopies or projections, detailing, and/or lighting.

- Access to the street – More information needed, Not Met – Street-level retail entries are not indicated. For any off-street entrance, prominent access directly from the street should be provided to the extent feasible.

- Accessibility – Met –

3. Blank Facades – Met –

4. Special Features – Not applicable –

B. Pedestrian Activities District (PAD) – Not applicable –

C. Sidewalk Areas and Open Space – Met – The project appears to follow traditional material and technical standards. More information is requested regarding the pedestrian amenities in the widened sidewalk area. see II. B.

D. Pedestrian Amenities – Met – Some seating walls and planters are indicated. More information is requested regarding the pedestrian amenities in the widened sidewalk area. see II. B. Landscaping at residential entrances, plaza, and sidewalk furnishing zone is appropriate. Landscaping and planters should not be placed against storefront.

E. Sidewalk Vendors and Sidewalk Cafes – More information needed – see II. B.

F. Urban Open Spaces – More information needed – see II.B.

## II. Relationship to Existing Development

A. Integrate with, respect and enhance – More information needed, Not Met – *Proposed development shall respect, enhance, and be integrated with the existing character of the general pattern of development in the Downtown, surround building environment and streetscape.*

1. Street walls and building setbacks – Met – The proposed building setback on High Street does follow the pattern of the block.

2. Open Space – Not applicable –

3. **Building form, scale and massing:**
    - Particular attention should be paid to the relationship of the new building to the existing historic context on High and Danforth Streets. The form adjacent to the single-family houses should be moderated.
    - Additional views of the proposal in relation to the context on High and Danforth Streets is requested.
    - Refer to the Historic Preservation Board advisory review for further guidance on how to achieve compatibility with neighboring historic structures.
  4. **Building façade proportion and composition – Not Met** – *In the design of larger buildings it is particularly important to examine opportunities to compose the building both horizontally and vertically, respecting the character of buildings nearby through a contextually sensitive design while creating an interesting and creative individual building. . . . Further, buildings Downtown frequently have a horizontal composition characterized by regular window openings set within distinctive bay spacing.*
    - There is too much artificial variation in the facade design. The length of the building should be broken up in a way that is authentic and reflects the inherent building systems and function. The architectural style should not alter so much - this is one building.
    - Consistent use of materials is desired as opposed to yellow and red brick on one building.
    - Bay spacing should be consistent – clear building systems, prevailing patterns, and a hierarchy.
    - Fenestration patterns should create a sense of rhythm and scale to the building horizontally and vertically with consistent window spacing, types, and sizes.
    - Details such as cornices, belt lines, water tables, should be cohesive throughout the building.
  5. **Pedestrian circulation and building entrances – More information needed** –
    - Although storefront is planned for most of the York Street façade, building entrances are not indicated and cannot be evaluated for their frequency.
  6. **Parking garages and surface lots – More information needed, Not Met** –
    - Screening should be provided between the garage and the rear yards of the adjacent properties and potentially screening the parking from Danforth Street. Please provide a plan to accommodate that.
    - A view of the proposal from Danforth Street is needed to evaluate how the building and parking are integrated with the existing streetscape.
    - The parking entrance from Danforth Street should be designed so as to not disrupt the pedestrian environment.
  7. **Areas within downtown – Not applicable** –
- B. **Standards for increasing setback beyond street build-to-line – More information needed** – *In order for proposed exceptions to this pattern of predominant street wall to be acceptable, the applicant must demonstrate to the Planning Board that the introduction of additional setbacks at the street level satisfies the following:*
1. *Open space and amenity*



2. *Prevailing character and continuity*
3. *Support for existing open space*
4. *Quality and orientation*
  - Further information is needed regarding the open space created by the setback on York Street in order to determine if it meets the criteria for setback variation. For example, is there landscaping, building entries, seating provided, public access?

**III. Roof-Top Appurtenances – More information needed** – As of 9/21/15 information about rooftop appurtenances has not been provided. In developing the mechanical plans for the project, keep this standard in mind.

**IV. Shadow Impact on Open Space – Not applicable** – As of 9/21/15 no portion of the building is in excess of 65' in height.

**V. Wind Impacts – More information needed** – As of 9/21/15 information about wind impacts has not been provided.

**VI. Setback from Existing Structures – Met** – New development does not appear to impact the structural integrity or general safety of neighboring structures.

**VII. Building Tops – Not applicable** – As of 9/21/15 no portion of the building or structure exceeds 150' in height.

**VIII. View Corridors, Visual Landmarks, and Gateways**

A. **View Corridors – Not applicable** –

B. **Visual Landmarks – Not applicable** –

C. **Gateways – Not Met** – The site is identified as an existing significant Gateway *High Street* and *The Million Dollar Bridge to York Street* . . . there are opportunities to enhance these entrances by preserving view corridors and panoramic skyline views along or from these corridors, reinforcing and enhancing the scale, character and placement of buildings along these entrance routes . . . Proposals for development along Gateway entrances to the Downtown are encouraged to examine and reinforce the unique character and opportunity of that gateway entrance in terms of the design and siting of buildings, land uses, and streetscape improvements.

- The building placement at the corner does meet the standard. However, the architecture does not include special corner treatments or acknowledgement of the “gateway” status of the corner. Staff recommends some kind of architectural emphasis on the upper floors of the building corner at High Street to provide a visual significance of “gateway.” For example, each side of the corner should relate to each other because the building will be viewed obliquely from most approaches. Other strategies might include lighting, material change, details that emphasize the corner.
- **Further guidance from the Planning Board is sought on how to meet the standard.**
- The unique and positive aspects and opportunities of this gateway include “this entry to Downtown provides an opportunity to get a sense of the residential

and evolving commercial districts which surround and are so important to the Downtown.”

- The *1983 Gateways to Portland* study provides guidance:
  - Create a newcomer’s first impression of the city;
  - Provide a clear orientation and guiding symbol;
  - Provide unique areas for residents and commuters to observe and relate to their city, broadening an understanding of their city;
  - Provide pleasure of experiencing an attractive and more livable urban environment;
  - Image and potential economic impact

**IX. Signage/Awnings/Canopies – More information needed** – As of 9/21/15 no information was provided regarding potential signage, awnings, or canopies. In developing any signage plans, keep the requirements of this standard in mind.

# **PROPOSED DEVELOPMENT**



## **YORK & HIGH STREET MIXED USE DEVELOPMENT 85 & 101 YORK STREET**

### **SITE PLAN/SUBDIVISION APPLICATION**

**August 14th, 2015**

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## **Table of Contents**

### **General Submissions per Section 14-527 (c)**

1. Application forms
2. Application fees
3. Project description
4. Evidence of right, title and interest
5. Evidence of state and/or federal approvals
6. Compliance with applicable zoning requirements
7. Existing and or proposed esements, covenant, rights-of-ways or other burdens
8. Requests for waivers
9. Financial and Technical Capacity
10. Boundary Survey

### **Final Written Materials per Section 14-527 (f)**

1. Construction Management Plan
2. Traffic Study
3. Significant natural features
4. Narrative describing the site
5. Stormwater runoff calculations
6. Developments consistency with City Master Plans
7. Evidence of Utility Capacity to Serve
8. Solid Waste
9. Code summary per NFPA 1 and Fire Dept. Standards
10. Consistency with Design Standards
11. Verification HVAC meets state and federal emissions requirements

### **Appendix**

- One full size plan set (sheet C0.00 through C10.04)
- One reduced 11x17 plan set (sheets C0.00 through C10.04)

The following material has been prepared to address the written statement requirements of the City of Portland Site Plan Review Ordinance identified in Section 14-527(c) and (f) of the Land Use Ordinance and to provide additional information required by the City of Portland Development Review application requirements.

**Owner:**

J.B. Brown & Sons  
c/o Vin Veroneau  
36 Danforth Street  
Portland, ME 04101  
Phone: (207) 774-5908  
Email: [veroneau@jbbrown.com](mailto:veroneau@jbbrown.com)

**Applicant:**

101 York Street, LLC  
c/o Vin Veroneau  
36 Danforth Street  
Portland, ME 04101  
Phone: (207) 774-5908  
Email: [veroneau@jbbrown.com](mailto:veroneau@jbbrown.com)

Note: Evidence of the owner's and applicant's right, title, and interest in the property is included in Section 4 of the General Submissions

**Design/Build Firm/Architect/Authorized Agent:**

Opechee Construction Corporation  
c/o Barry Stowe  
11 Corporate Drive  
Belmont, NH 03220  
Phone: (603) 527-9090  
Email: [barrys@opechee.com](mailto:barrys@opechee.com)

**Civil Engineer:**

Gorrill-Palmer  
c/o Al Palmer  
PO Box 1237, 15 Shaker Road  
Gray, Maine 04039  
(207) 657-6910  
Email: [APalmer@gorrillpalmer.com](mailto:APalmer@gorrillpalmer.com)

**Landscape Architect:**

Elm Grove Property Solutions, LLC  
c/o Kerry Schleyer  
1910 Elm St.  
Manchester, NH 03104  
Phone: (603) 232-0428  
Email: [kerryschleyer@me.com](mailto:kerryschleyer@me.com)

**J.B. Brown & Sons**  
PO Box 207, 36 Danforth Street  
Portland, ME 04112

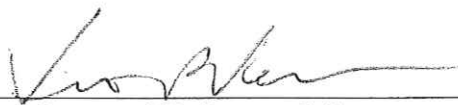
August 6, 2015


Re: Permitting Authorization Letter  
Mixed-Use Building & Parking Garage  
85-101 York Street

To whom it may concern,

Opechee Construction Corporation and its employees are hereby authorized to submit applications, related plans and documents, and to appear before any boards/committees and other officials, with respect to obtaining development approvals for a proposed mixed-use building and parking garage at 85-101 York Street, Portland, Maine.

Sincerely,

  
\_\_\_\_\_  
Land Owner: J.B. Brown & Sons  
Vincent P. Veroneau, President

  
\_\_\_\_\_  
Applicant: 101 York Street, LLC  
Vincent P. Veroneau, manager

# **GENERAL SUBMISSIONS**

**1. Application forms**

- Letter of authorization from J.B. Brown & Sons and 101 York Street, LLC
- The Site Plan Development Review Application has been completed and is attached.
- The City of Portland Wastewater Capacity Application is attached.
- Historic Preservation Application for Certificate of Appropriateness





Jeff Levine, AICP, Director  
Planning & Urban Development Department

### **Electronic Signature and Fee Payment Confirmation**

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

- Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

Applicant Signature: 

08-17-2015  
Date:

I have provided digital copies and sent them on: \_\_\_\_\_

08-17-2015  
Date:

NOTE: All electronic paperwork must be delivered to [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov) or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3<sup>rd</sup> Floor, Room 315.



## Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department  
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

### Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

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

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

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

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

**Planning Division**  
Fourth Floor, City Hall  
389 Congress Street  
(207) 874-8719

**Office Hours**  
Monday thru Friday  
8:00 a.m. – 4:30 p.m.

PROJECT NAME: York Street Mixed Use Building

PROPOSED DEVELOPMENT ADDRESS:

85 - 101 York Street

PROJECT DESCRIPTION:

Proposed 5-story mixed-use building and a two level 207 space parking structure.  
Flexible commercial space on the first floor and condominiums on the upper floors

CHART/BLOCK/LOT: 40/C/ 3, 4, 5, 9,18, PRELIMINARY PLAN n/a (date)  
22, 25, 33 FINAL PLAN 08-14-2015 (date)  
& High Court St.

**CONTACT INFORMATION:**

<b>Applicant – must be owner, Lessee or Buyer</b> Name: <u>101 York Street, LLC</u> <u>c/o Vincent Veroneau</u> Business Name, if applicable: Address: <u>PO Box 207, 36 Danforth Street</u> City/State : <u>Portland, ME</u> Zip Code: <u>04112</u>	<b>Applicant Contact Information</b> Work # <u>(207) 774-5908</u> Home# Cell # Fax# <u>(207) 774-0898</u> e-mail: <u>veroneau@jbbrown.com</u>
<b>Owner – (if different from Applicant)</b> Name: <u>J.B. Brown &amp; Sons</u> <u>c/o Vincent Veroneau</u> Address: <u>PO Box 207, 36 Danforth Street</u> City/State : <u>Portland, ME</u> Zip Code: <u>04112</u>	<b>Owner Contact Information</b> Work # <u>(207) 774-5908</u> Home# Cell # Fax# <u>(207) 774-0898</u> e-mail: <u>veroneau@jbbrown.com</u>
<b>Agent/ Representative</b> Name: <u>Opechee Construction Corporation</u> <u>c/o Barry Stowe</u> Address: <u>11 Corporate Drive</u> City/State : <u>Belmont, NH</u> Zip Code: <u>03220</u>	<b>Agent/Representative Contact information</b> Work # <u>(603) 527-9090</u> Cell # e-mail: <u>barrys@opechee.com</u>
<b>Billing Information</b> Name: <u>Opechee Construction Corporation</u> <u>c/o Geoff Gray</u> Address: <u>11 Corporate Drive</u> City/State : <u>Belmont, NH</u> Zip Code: <u>03220</u>	<b>Billing Information</b> Work # <u>(603) 527-9090</u> Cell # Fax# <u>(603) 527-9191</u> e-mail: <u>geoffg@opechee.com</u>

<b>Engineer</b> Name: <b>Gorrill-Palmer Consulting Engineers</b> c/o AI Palmer Address: <b>PO Box 1237, 15 Shaker Road</b> City/State : <b>Gray, ME</b> Zip Code: <b>04039</b>	<b>Engineer Contact Information</b> Work # <b>(207) 657-6910</b> Cell # _____ Fax# _____ e-mail: <b>APalmer@gorrillpalmer.com</b>
<b>Surveyor</b> Name: <b>Owen Haskell, Inc.</b> c/o John Schwanda Address: <b>390 US Route 1</b> City/State : <b>Falmouth, ME</b> Zip Code: <b>04105</b>	<b>Surveyor Contact Information</b> Work # <b>(207) 774-0424</b> Cell # _____ Fax# <b>(207) 774-0511</b> e-mail: <b>jschwanda@owenhaskell.com</b>
<b>Architect</b> Name: <b>Opechee Construction Corporation</b> c/o Keith Kelley Address: <b>11 Corporate Drive</b> City/State : <b>Belmont, NH</b> Zip Code: <b>03220</b>	<b>Architect Contact Information</b> Work # <b>(603) 527-9090</b> Cell # _____ Fax# <b>(603) 527-9191</b> e-mail: <b>keithk@opechee.com</b>
<b>Attorney</b> Name: <b>Verrill Dana L.L.P.</b> c/o David L. Galgay, Jr., Partner Address: <b>One Portland Square</b> City/State : <b>Portland, ME</b> Zip Code: <b>04112</b>	<b>Attorney Contact Information</b> Work # <b>(207) 774-4000, x4514</b> Cell # _____ Fax# _____ e-mail: <b>dgalgay@verrilldana.com</b>

**APPLICATION FEES:**

**Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)**

<b>Level III Development (check applicable reviews)</b> <input type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input checked="" type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)  <b>Plan Amendments (check applicable reviews)</b> <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500)  The City invoices separately for the following: <ul style="list-style-type: none"> <li>• Notices (\$.75 each)</li> <li>• Legal Ad (% of total Ad)</li> <li>• Planning Review (\$40.00 hour)</li> <li>• Legal Review (\$75.00 hour)</li> </ul> Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	<b>Other Reviews (check applicable reviews)</b> <input type="checkbox"/> Traffic Movement (\$1,000) <input checked="" type="checkbox"/> Stormwater Quality (\$250) <input checked="" type="checkbox"/> Subdivisions (\$500 + \$25/lot) # of Lots ___ x \$25/lot = _____ <input type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots ___ x \$200/lot = _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input checked="" type="checkbox"/> Historic Preservation
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**APPLICATION SUBMISSION:**

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City's website at <http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal>
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Building Inspections Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:


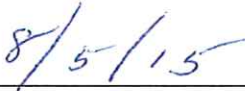
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
  - a. Application form that is completed and signed.
  - b. Cover letter stating the nature of the project.
  - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

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

**APPLICANT SIGNATURE:**

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 
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## PROJECT DATA

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

<b>Total Area of Site</b>	Parcel: 72,930 sq. ft.
<b>Proposed Total Disturbed Area of the Site</b>	77,510 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland.	
<b>Impervious Surface Area</b>	
Impervious Area (Total Existing)	64,836 sq. ft.
Impervious Area (Total Proposed)	66,072 sq. ft.
<b>Building Ground Floor Area and Total Floor Area</b>	
Building Footprint (Total Existing)	6,075 sq. ft.
Building Footprint (Total Proposed)	17,505 sq. ft.
Building Floor Area (Total Existing)	11,650 sq. ft.
Building Floor Area (Total Proposed)	97,565 sq. ft.
<b>Zoning</b>	
Existing	B-3
Proposed, if applicable	n/a
<b>Land Use</b>	
Existing	Restaurant, parking, office
Proposed	Flexible mixed-use commercial
<b>Residential, If applicable</b>	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	63
# of Lots (Total Proposed)	1
# of Affordable Housing Units (Total Proposed)	0
<b>Proposed Bedroom Mix</b>	
# of Efficiency Units (Total Proposed)	0
# of One-Bedroom Units (Total Proposed)	19 (31%)
# of Two-Bedroom Units (Total Proposed)	40 (63%)
# of Three-Bedroom Units (Total Proposed)	4 (6%)
<b>Parking Spaces</b>	
# of Parking Spaces (Total Existing)	
# of Parking Spaces (Total Proposed)	211
# of Handicapped Spaces (Total Proposed)	8
<b>Bicycle Parking Spaces</b>	
# of Bicycle Spaces (Total Existing)	14
# of Bicycle Spaces (Total Proposed)	20 (33 required - see waiver)
<b>Estimated Cost of Project</b>	Approximately \$18 Million

**PRELIMINARY PLAN (Optional) - Level III Site Plan**

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

<b>FINAL PLAN - Level III Site Plan</b>			
<b>Applicant Checklist</b>	<b>Planner Checklist</b>	<b># of Copies</b>	<b>GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)</b>
X		1	* Completed Application form
T.B.D.		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
n/a		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
X		1	Construction Management Plan
X		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X		1	Stormwater management plan and stormwater calculations
X		1	Written summary of project's consistency with related city master plans
X		1	Evidence of utility capacity to serve
X		1	Written summary of solid waste generation and proposed management of solid waste
X		1	A code summary referencing NFPA 1 and all Fire Department technical standards
X		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
X		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.



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

- Continued on next page -

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

## **2. Application fees**

Once the application has been delivered to the Building Inspections Office, Opechee Construction Corporation intends to call the Inspections Office within 48 hours and confirm the total application fee amount. Then J.B. Brown & Sons will deliver the payment in the form of a check to the Inspections Office, City Hall, 3<sup>rd</sup> Floor, Room 315.

### 3. Project Description

101 York Street, LLC (a subsidiary company of J.B. Brown & Sons) is proposing a mixed-use development at the corner of York Street and High Street in the B-3 zone. The proposal is a 5-story building that will provide approximately 17,000 sq.ft. of flexible commercial on the first floor and 63 residential apartments on the upper 4 floors. Also, the development will include a 2-level parking structure with 211 total spaces in the back of the 5-story structure. All parking in the garage will be owned by the applicant and will be shared parking for tenants.

The project will redevelop several existing City parcels under the common ownership of J.B. Brown & Sons. The owner will consolidate the existing lots and provide a new division of lots for the redevelopment. The redevelopment will raze two existing buildings, paved & gravel parking, curb cuts, patio areas, and landscaping. As it relates to parking, 95 existing parking spaces will be redeveloped into 211 parking spaces for a net increase of 30 spaces in excess parking on the subject property.

The proposed development has frontage on York Street, High Street, Danforth Street and Maple Street. The lower level garage will have access through the mixed-use building to an existing curb cut off York Street. The upper level parking in the garage will have access from an existing curb cut and new driveway off Danforth Street. In addition, the new driveway off from Danforth Street will be shared with the existing multifamily residence at 78 Danforth Street. 78 Danforth will release their rights over the private way known as High Street Court. It should be noted that project will remove (2) existing curb cuts on York Street and (1) curb cut on High Street in the post-development condition.

The redevelopment proposal will provide significant streetscape improvements along York Street and at the intersection with High Street. Improvements will include, but not limited to, building exterior, brick sidewalks, granite curbing, curb ramps, street trees and landscaped planters. In addition, the project will provide improvements to the existing infrastructure such as a majority of stormwater runoff will now be separated from the sewer and discharged to the newly installed drainage in High Street. Also, several existing overhead electric services will be removed and the new project services will be underground.

Also, the project provides some site improvements on the 27 High Street parcel in the R-6 zone and within the Historic District. These improvements will be related to hardscape and landscape only as the existing multi-family residences will share a proposed patio space with the new condominiums.

Easements are being proposed with the abutters located 78 Danforth Street and 75 York Street. The project requires the temporary access rights for construction and permanent access rights for shared utilities and driveways.

**4. Evidence of right, title and interest**

The record owner of the subject property is J B Brown & Sons. Deeds granting the subject property to the applicant are the following:

- Book 4842 Page 336; 66-68 Danforth Street; Tax Lot 40-C-3 & 4
- Book 4156 Page 65; 60 Danforth Street; Tax Lot 40-C-5 & 9
- Book 34531 Page 339; 11 High Street Court; Tax Lot 40-C-18
- Book 27156 Page 179; 85 York Street; Tax Lot 40-C-25
- Book 24127 Page 341; 13 High Street Court; Tax Lot 40-C-33
- Book 24372 Page 292; 27 High Street; Tax Lot 40-C-21
- Book 26143 Page 287; 101 York Street; Tax Lot 40-C-22

A copies of all the deeds are attached.

4812/336

QUITCLAIM DEED  
With Covenant  
Corporate Grantor

40-C-3,4  
66-68 Danforth

**Know all Men by these Presents,**

**That** DORSE CORPORATION, sometimes known as THE DORSE CORPORATION,  
a Corporation organized and existing under the laws of the State of Maine  
and having a place of business at Portland  
in the County of Cumberland and State of Maine,  
in consideration of One Dollar (\$1.00) and other valuable consideration,  
paid by J. B. BROWN & SONS, a Corporation organized and existing  
under the laws of the State of Maine and having a place of business  
at said Portland  
whose mailing address is 482 Congress Street, Portland, Maine

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey,  
and forever quitclaim unto the said J. B. BROWN & SONS, its successors and  
assigns forever,

~~beginning at the corner~~  
A certain lot or parcel of land, with the buildings thereon, situated  
on the southeasterly side of Danforth Street in said Portland, bounded  
and described as follows: Beginning at a stake standing on the north-  
easterly corner of land formerly owned by the late William Merrill;  
thence southeasterly adjoining said Merrill's land about 102 feet to  
a lane; thence on said lane 47 feet; thence running parallel with  
said Merrill's land about 102 feet to Danforth Street; thence by  
said Danforth Street 47 feet to the bounds first mentioned.

Also, another certain lot or parcel of land situated on the south-  
easterly side of Danforth Street in said Portland, being bounded  
and described as follows: Beginning on the southeasterly side of  
said Danforth Street at the northeasterly corner of land formerly  
of Michael F. Flaherty, being the parcel hereinabove described;  
thence running southeasterly by the parcel hereinabove described 102  
feet, more or less, to the northwesterly line of High Street Court;  
thence running northeasterly by the northwesterly line of High Street  
Court to the intersection of the northwesterly line of High Street  
Court and the southwesterly line of a right of way known as Palermo  
Road; thence running northwesterly by the southwesterly line of said  
Palermo Road 102 feet, more or less, to the southeasterly side of  
Danforth Street; thence running southwesterly by the southeasterly  
side of said Danforth Street to the northeasterly corner of the parcel  
first hereinabove described and the point of beginning.

Being the same premises conveyed to the Grantor by Mark Slotsky by  
Deed dated September 5, 1972 and recorded in the Cumberland County  
Registry of Deeds in Book 3293, Page 21.

This conveyance is made subject to real estate taxes of the City  
of Portland for the municipal tax year July 1, 1981 through and in-  
cluding June 30, 1982.

40-C-3, 4  
66-68 Danforth  
3.27

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said J. B. BROWN & SONS, its successors and assigns forever.

~~XXXXXXXXXXXXXXXXXXXX~~

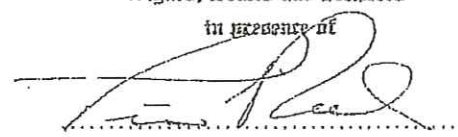
And the said Grantor Corporation does covenant with the said J. B. BROWN & SONS, its successors and

~~assigns~~ that it will warrant and defend the premises to the said Grantee its successors ~~and~~ assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said DORSE CORPORATION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Dorothy C. DeCosta, its President

thereunto duly authorized, this 25<sup>th</sup> day of the month of August A.D. 19 81.

Signed, Sealed and Delivered in presence of

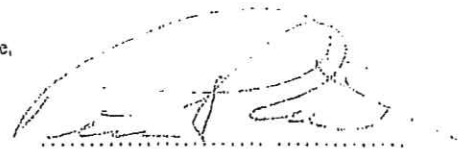


DORSE CORPORATION  
(Corporate Name)  
By Dorothy C. DeCosta  
Its President

State of Maine, County of Cumberland ss. August 25<sup>th</sup> 1981.

Then personally appeared the above named Dorothy C. DeCosta, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Corporation.

Before me,



AUG 25 1981

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE  
Received at L. G. J. EPH. and recorded in  
BOOK 4842 PAGE 236 17

Justice of the Peace  
Notary Public  
Attorney at Law

4156/65

(24)

4156/65

40-C-5,9  
Geo Danforth St.

**Know all Men by these Presents,**

That MAINE NATIONAL BANK, a national banking association created and existing under the laws of the United States of America and having its principal place of business in Portland in the County of Cumberland and State of Maine,

~~AND CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF~~

~~MAINE~~

~~SHAWNEEBURY~~

~~IN CUMBERLAND COUNTY MAINE~~

~~AND STATE OF MAINE~~

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by J. B. BROWN & SONS, a corporation created and existing under the laws of the State of Maine and having its principal place of business in Portland in the County of Cumberland and State of Maine,

the receipt whereof it does hereby acknowledge, does hereby grant,

release, bargain, sell and convey, and forever quit-claim unto the said J. B. Brown & Sons, its successors

HEREBY and assigns forever,

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

Beginning at the intersection of the southeasterly sideline of Danforth Street and the southwesterly sideline of Maple Street;

Thence southeasterly by the southwesterly sideline of Maple Street one hundred thirteen and forty hundredths (113.40) feet, more or less, to land now or formerly of James E. McBrady & Son, Inc.;

Thence southwesterly by said McBrady land to a corner thereof;

Thence southeasterly by said McBrady land eighty-seven and seven hundredths (87.07) feet, more or less, to a corner thereof and the northwesterly sideline of York Street;

Thence southwesterly by said northwesterly sideline of York Street one hundred fifteen and twelve hundredths (115.12) feet, more or less, to land now or formerly of Joseph S. Pico;

Thence northwesterly by said Pico land one hundred fifty-two and forty hundredths (152.40) feet, more or less, to a corner thereof;

Thence southwesterly by said Pico land seventy-five (75) feet, more or less, to a corner thereof;

Thence continuing southwesterly by the southeasterly or rear line of the premises conveyed to Melmark Corp. by deed of Margaret F. Costello dated January 6, 1964 and recorded in the Cumberland County Registry of Deeds in Book 2796, Page 483 to a corner thereof;

Thence northwesterly by the southeasterly sideline of said Costello land to said southeasterly sideline of Danforth Street;

Thence northeasterly by said southeasterly sideline of Danforth Street to the point of beginning.

Being the same premises conveyed to Melmark Corp. by deed of Margaret F. Costello dated June 8, 1973 and recorded in said Registry of Deeds in Book 322, Page 322.

Also another certain lot or parcel of land together with buildings thereon situated in Portland in the County of Cumberland and State of Maine and bounded and described as follows:

Beginning on the southeasterly sideline of Danforth Street at the northwesterly corner of the property conveyed by Melmark Corp. to Melmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 322, Page 322.



Thence southwesterly by said southeasterly sideline of Danforth Street to Palermo Road, so-called, and sometimes known as King Place;

Thence southeasterly by the northeasterly sideline of Palermo Road one hundred two (102) feet, more or less, to an angle therein and continuing southeasterly by said sideline twenty-five and sixteen hundredths (25.16) feet, more or less, to a corner thereof formed by its intersection with the southeasterly sideline of High Street Court;

35.25 Thence southwesterly by said southeasterly sideline of High Street Court thirty-one and eighty hundredths (31.80) feet, more or less, to an angle therein and continuing southwesterly by said sideline thirty and thirty hundredths (30.30) feet, more or less, to land believed to be now or formerly of Maurice A. Libby and Patricia C. Libby;

145.72 Thence southeasterly by said Libby land one hundred forty-seven (147) feet, more or less, to land believed to be now or formerly of Cities Service Corp;

22.01 Thence northeasterly by said Cities Service Corp. land twenty-nine and eighty-one hundredths (29.81) feet, more or less, to land believed to be now or formerly of Josephine M. Pellett;

Thence on the following courses by said Pellett land:

Northwesterly fifty-four and fifteen hundredths (54.15) feet, more or less, to a corner thereof;

Thence northeasterly nine and sixty-eight hundredths (9.68) feet, more or less, to a corner thereof;

Thence northwesterly fifteen (15) feet, more or less, to a corner thereof;

Thence northeasterly thirty-eight and fifty-two hundredths (38.52) feet, more or less, to a corner thereof;

Thence southeasterly one hundred twenty-four and ninety-five hundredths (124.95) feet, more or less, to the northwesterly sideline of York Street;

Thence by said northwesterly sideline of York Street northeasterly thirty-four and thirty hundredths (34.30) feet, more or less, to land now or formerly of Joseph S. Pio;

Thence by the southwesterly sideline of said land of Joseph S. Pio northwesterly one hundred fifteen (115) feet, more or less, to an angle therein and continuing northwesterly by said sideline sixty-six and ninety-three hundredths (66.93) feet, more or less, to a corner thereof;

Thence by the property conveyed by Neilmark Corp. to Inn Crowd, Inc. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3406, Page 322 southwesterly to a corner thereof and thence northwesterly by said property to the southeasterly sideline of Danforth Street and the point of beginning.

Being the same premises conveyed to Inn Crowd, Inc. by Neilmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3406, Page 325.

Meaning and intending to convey and hereby conveying the same premises conveyed to Maine National Bank by Inn Crowd, Inc. by mortgage deed, dated January 23, 1976 and recorded in said Registry of Deeds in Book 3798, Page 127. Said mortgage was foreclosed by Maine National Bank and sold to Maine National Bank pursuant to a Judgement of Foreclosure and Sale entered in the Cumberland County Superior Court, located in Portland, Maine on July 1, 1977. Said deed to Maine National Bank was dated November 9, 1977 and recorded in said Registry of Deeds in Book 4130, Page 21.

60 Dumberland

40-c-5

On ~~Rate and to hold~~ the same, together with all the privileges and appurtenances thereunto belonging, to the said J. E. Brown & Sons, its successors

~~HEIR~~ and Assigns forever.

And the said Grantor Corporation does covenant with the said J. E. Brown & Sons, its successors

~~HEIR~~ and Assigns, that it will warrant and forever defend the premises to the said Grantee, its successors ~~HEIR~~ and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said Maine National Bank

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Robert H. Harris, Jr., its Vice President thereunto duly authorized, this thirtieth day of December in the year one thousand nine hundred and seventy-seven.

Signed, Sealed and Delivered in presence of

50

*[Handwritten signature]*

MAINE NATIONAL BANK

By *[Handwritten signature]*  
Its Vice President

(Corporate Seal)

State of Maine. } ss.  
Cumberland

December 30, 1977

Personally appeared the above named Robert H. Harris, Jr., Vice President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

DEC 30 1977

~~XXXXXXXXXXXXXXXXXXXX~~

Notary Public.

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at *[Handwritten]* H. H. and recorded in  
page *[Handwritten]*

01/11/07

72237 Bk-24531 Per 339

40-C-18  
11 High St. Ct.

QUITCLAIM DEED WITH COVENANT  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that I, Richard D. Cawley, a resident of Baldwinsville, County of Onondaga and State of New York, for consideration paid, GRANT to J. B. Brown & Sons, a Maine corporation, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, with QUITCLAIM COVENANTS, the land in Portland, County of Cumberland and State of Maine, bounded and described as follows:

PLEASE SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the said Richard D. Cawley has caused this instrument to be signed and sealed this 30<sup>th</sup> day of October, 2006.

[Signature]  
Witness

[Signature]  
Richard D. Cawley

State of New York  
County of Onondaga ss.

October - 30, 2006

Personally appeared the above named Richard D. Cawley and acknowledged the foregoing to be his free act and deed.

Before me,

JOHN M. DELANEY  
Notary Public, State of New York  
Qualified in Onon. Co. No. 344511724  
My Commission Expires 10/31/09

[Signature]  
Notary Public/Attorney at Law  
Print Name: John M. Delaney  
Commission expires:

MAINE REAL ESTATE TAX PAID

## SCHEDULE A

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

Beginning on said southeasterly side of said High Street Court at the northerly corner of land formerly of Bessie O. Farley; thence running northeasterly by said High Street Court, sixty-three and five tenths (63.5) feet to land conveyed by Chella M. Kelley to William W. Gallagher, et al, by deed dated September 8, 1944 and recorded in the Cumberland County Registry of Deeds in Book 1757, Page 70; thence southeasterly by said Gallagher land, one hundred forty-three and seven tenths (143.7) feet, more or less, to land formerly of Dugan; thence southwesterly by said Dugan land and land formerly of Bradley, sixty-eight and eight tenths (68.8) feet, more or less, to land formerly of Jacobs; thence northwesterly by said Jacobs land, land formerly of Holland and said Farley land, one hundred forty-three and one-half (143-1/2) feet, more or less, to High Street Court at the point of beginning.

Being the same premises conveyed by Richard D. Cawley, Domiciliary Foreign Personal Representative of the Estate of Steven Lee Cawley, deceased (testate), to Richard D. Cawley by Deed of Distribution by Personal Representative and recorded in the Cumberland County Registry of Deeds at Book 24141, Page 29, also being the same premises conveyed by Michael D. Athearn and Deborah J. Bell to Steven Lee Cawley by warranty deed dated March 16, 1979 and recorded in the Cumberland County Registry of Deeds at Book 4393, Page 98.

Received  
Recorded Register of Deeds  
Nov 02, 2006 11:03:35A  
Cumberland County  
John B O'Brien

40-C-25

poa desc

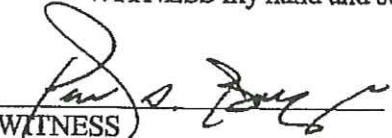
**QUITCLAIM DEED WITH COVENANT**

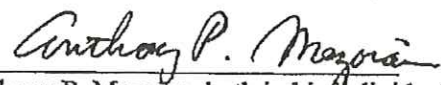
MAINE REAL ESTATE TAX PAID

KNOW ALL PERSONS BY THESE PRESENTS, that ANTHONY P. MEZOIAN, of South Portland, County of Cumberland, State of Maine, and ANTHONY P. MEZOIAN, Trustee, ANN L. MEZOIAN FAMILY TRUST, Article 5, u/t/a dated February 14, 2008, each the holder of a fifty percent (50%) tenant-in-common interest, for consideration paid, grant to J.B. BROWN & SONS, a Maine corporation with a mailing address of 36 Danforth Street, P.O. Box 207, Portland, Maine 04112 with QUITCLAIM COVENANT that certain real property located in Portland, Maine more particularly described in Schedule A annexed hereto and incorporated by reference herein.

MEANING AND INTENDING to describe and convey, and hereby conveying, the same premises conveyed (i) to Anthony P. Mezoian and Ann Lee Mezoian, as joint tenants, by Warranty Deed from Josephine M. Newlander dated November 17, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4842, Page 296, and (ii) to Anthony P. Mezoian in his capacity as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008, by Deed of Distribution by Personal Representative (Testate) from Anthony P. Mezoian in his capacity as the duly appointed and acting personal representative of the Estate of Ann L. Mezoian, dated April 14, 2009 and recorded in said Registry of Deeds in Book 27063, Page 81.

WITNESS my hand and seal this 5<sup>th</sup> day of August, 2009.

  
WITNESS

  
Anthony P. Mezoian, both in his individual capacity and as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008

SCHEDULE A


A certain lot or parcel of land with the buildings thereon, situated on the northerly side of York Street in said Portland, and bounded and described as follows:

Beginning on the northerly side line of said York Street at a point distant thirty- four and three tenths (34.3) feet southwesterly from easterly corner of Catherine Clary's lot purchased of John B. Brown in 1873; thence northwesterly upon a line drawn parallel to and distant three (3) inches from the northeasterly side of the house formerly standing on the lot hereby conveyed to land now or formally of one King; thence southwesterly by said King land to land now or formerly of one Fagan; thence southeasterly by said Fagan's land and land now or formerly of one McQuade to said York Street; thence northeasterly by said York Street sixty-seven and one-third ( $67 \frac{1}{3}$ ) feet to the first bound.

STATE OF MAINE  
CUMBERLAND, SS

August 5<sup>th</sup>, 2009

Personally appeared before me the above-named Anthony P. Mezoian and acknowledged the foregoing to be his free act and deed.

  
Notary Public/Attorney at Law  
Printed Name: David G. Gay  
My commission expires: / /

Received  
Recorded Register of Deeds  
Aug 05, 2009 10:37:47A  
Cumberland County  
Pamela E. Lovley

24127/341

Doc# 41727 Bk#24127 Pg# 343

40-C-33  
13 High St. Ct.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, THAT BETH GIDEON, of Sammamish, Washington (the "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by J.B. BROWN & SONS, a Maine corporation (the "Grantee"), whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, the receipt whereof the Grantor does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, with Warranty Covenants, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, and being more particularly described as follows:

Beginning at a stake on the southeasterly side of High Street Court, which stake is sixty-three and five tenths (63.5) feet northeasterly along High Street Court from the northerly corner of land now or formerly of Bessie O. Farley; thence running South 39° 49' East one hundred forty-three and seventh tenths (143.7) feet as surveyed to the lands now or formerly of said Walter M. Durgan; thence northeasterly along this said land now or formerly of said Durgan eighteen and two tenths (18.2) feet to a stake in the southwesterly line of lands now or formerly of Mary E. Fagan; thence North 37° 13' West along the land of said Mary E. Fagan one hundred forty-four (144) feet as surveyed to a stake in said southeasterly side of said High Street Court, which is the westerly corner of the land of said Mary E. Fagan; and thence southwesterly along the said southeasterly side of said High Street Court twenty-four and five tenths (24.5) feet to the point of beginning.

MAINE REAL ESTATE TAXPND

Being the premises conveyed to Beth Gideon by Hildredth & White by Warranty Deed dated November 12, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14304, Page 180.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed under seal this 21<sup>st</sup> day of the month of June, 2006.

WITNESS:

A. Adams

Beth Gideon

Beth Gideon

6/21/2006



10-C-21

24372/292

27 High St.

JBS - Purchasing 11/19/2013

Doc# 60750 Bk:24372 Pg: 292

File Number 60663

**WARRANTY DEED**  
Maine Statutory Short Form

MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS, That I/we William D. Nutting and Diana Sue Bartley, formerly known as Diana S. Nutting, of the City/Towns of Saco and Clinton in the State of Maine, for consideration paid, grant(s) to Thomas L. McGinniss whose mailing address is 690 Congress St, Apt 34, Portland, Maine 04102, with WARRANTY COVENANTS, the real property situated in Portland, County of Cumberland and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands(s) and seal(s) this 15th day of September, 2006.

*[Signature]*  
Witness to all

*[Signature]*  
William D. Nutting

*[Signature]*  
William D. Nutting as Attorney in Fact  
for Diana Sue Bartley  
*attorney in fact.*

State of Maine  
County of Cumberland, ss.

September 15, 2006

Personally appeared before me the above named William D. Nutting and acknowledged the foregoing instrument to be his/her/their free act and deed and in his said capacity as attorney in fact for Diana Sue Bartley.

*[Signature]*  
Notary Public/Attorney at Law

LESLEY J. WENTWORTH  
Notary Public, Maine  
My Commission Expires November 12, 2006

**EXHIBIT A**  
**(DEED)**

A certain lot or parcel of land situated on the northeasterly side of High Street in Portland, with the buildings thereon, and bounded and described as follows, to wit:

Commencing at the northwesterly corner of land now or formerly belonging to the Estate of J.B. Libby; thence northeasterly on the line of said Libby land eighty (80) feet, more or less, to land now or formerly of James Bradley Estates; thence northerly on the line of said Bradley Estate fifty three (53) feet to land formerly of Nicholas A. Jacobs, deceased; thence westerly on said Jacobs' land eighty (80) feet, more or less, to said High Street; thence southerly on the line of said High Street fifty three (53) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises described in a deed to Diana S. Nutting, now known as Diana Sue Bartley, and William D. Nutting dated August 31, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10995, Page 31.

Received  
Recorded Register of Deeds  
Sep 15 2006 03:24:07P  
Cumberland County  
John B. O'Brien

Reviewed and Approved:

*[Handwritten signatures]*  
*Dea. O'Brien in fact*

26143/287

40-C-22  
101 York St.

QUITCLAIM DEED with COVENANT  
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that ALLIANCE ENERGY LLC, a Massachusetts limited liability company, formerly being a Massachusetts corporation known as Alliance Energy Corp., with a principal place of business in Lexington, Massachusetts, for consideration paid, GRANTS to HARBORVIEW, LLC, a Maine limited liability company of Portland, Maine, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, with QUITCLAIM COVENANT, the real estate in the City of Portland, County of Cumberland, and State of Maine, described as follows:

See Schedule A attached hereto.

Being the same premises described in a certain deed from Snow Flake Canning Company and Downeast Energy Corp. to Alliance Energy Corp. dated December 1, 2001, and recorded in the Cumberland County Registry of Deeds in Book 17040, Page 159.

Reference is made to Articles of Entity Conversion filed with the Massachusetts Secretary of the Commonwealth on May 14, 2008.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and sealed on June 18, 2008.

MAINE REAL ESTATE TAX PAID

ALLIANCE ENERGY LLC

[Signature]  
Witness

By: [Signature]  
Andrew Slifka, its Manager

Commonwealth of Massachusetts  
County of Middlesex, ss

On this 18<sup>th</sup> day of June 2008, before me, the undersigned notary public, personally appeared Andrew Slifka, proved to me through satisfactory evidence of identification, which was personal knowledge of the identification of Andrew Slifka, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as

President of Alliance Energy LLC

SEAL

[Signature]  
Notary Public  
My commission expires

MARY ELLEN WALSH  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 18, 2011

Schedule A

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

Beginning at the point of intersection of the northeasterly sideline of High Street and the northwesterly sideline of York Street;

Thence North 37° 45' 00" West along the northeasterly sideline of High Street 96.58 feet to the most southerly corner of land now or formerly of the Estate of Kathryn P. Conroy;

Thence North 53° 00' 00" East along said Conroy land 84.41 feet to the easterly corner thereof;

Thence North 33° 01' 00" West along said Conroy land and land now or formerly of Irving L. Shaw and Helen J. Shaw 66.76 feet to the most southerly corner of land now or formerly of Steven Lee Cawley;

Thence North 49° 50' 00" East along said Cawley land and land now or formerly of Beth Gideon 90.55 feet to a point;

Thence North 57° 26' 00" East along land now or formerly of J.B. Brown 29.01 feet to a point on the southwesterly boundary of land now or formerly of Anthony P. Mezoian and Ann Lee Mezoian;

Thence South 33° 33' 00" East along said Mezoian land 91.34 feet to a point on the northwesterly sideline of York Street;

Thence South 25° 47' 30" West along said sideline of York Street 75.15 feet to a point;

Thence South 31° 12' 00" West along said sideline of York Street 90.07 feet to a point;

Thence South 45° 16' 00" West along said sideline of York Street 51.63 feet to the point of beginning. Containing 21,836 square feet, more or less.

Bearings are magnetic based upon the year 1960. Reference is made to a survey entitled "ALTA/ACSM Land Title Survey on High St and York St, Portland, Maine made for Alliance Energy Corp." prepared by Owen Haskell, Inc. dated October 30, 2001.

Received  
Recorded Register of Deeds  
Jun 19, 2008 02:01:10P  
Cumberland County  
Paola E. Lavley

**5. Evidence of state and/or federal approvals**

- The project site will be fully developed and less than two acres in size. The site will not require an MDEP Site Location of Development.
- With respect to the Stormwater Management Law, the project consists of redevelopment of impervious gravel parking lot. This results in an increase in impervious area of 1,236 sq.ft from the predevelopment condition. Thus, the project qualifies for a Stormwater Permit by Rule (PBR) and is required to comply with the Basic Standards as defined in Chapter 500 of the Stormwater Management Law.
- Based on the traffic assessment memo, this project will generate less than 100 trips and therefore not require a State of Maine Traffic Movement Permit (TMP) issued by the City under its delegated authority.
- We do not anticipate that the project is subject to any other State or Federal approvals, and we are unaware of any pending applications related the project site.

**6. Compliance with applicable zoning requirements**

Space and Bulk criteria for the B-3 Downtown Business Zone:

<b>Criteria</b>	<b>Required</b>	<b>Provided</b>
Min. Lot Size:	None	71,231 sq.ft. or 1.635 acres
Min. Street Frontage:	15 ft.	York St. = 318.79' High St. = 105.30' Danforth St.= 60.02'
Max. Front Yard Setback:	5 ft.	York = 21.32 ft. High = 5.32 ft.
Min. Yard Dimensions:	None	NA
Min. Lot Width:	None	NA
Max. Length of undifferentiated blank wall	30'	11'-4"
Max. Lot Coverage:	100%	±85%
Min. Building Height:	35 ft within 50' of street	44.4'
Max. Building Height:	45 ft.	*44.4'
Max. Residential. Density:	60 units/acre	63 units/1.635 acres

\* Average Building Grade Calculations are attached.

**AVERAGE GRADE CALCULATION:**

Node	Original Spot Elevation	Node	Average Grade	Distance (feet)	Product
A	32.0	A-B	31.5	19.7	1251
B	31.0	B-C	30.8	2.0	62
C	30.6	C-D	30.6	199.0	6089
D	30.6	D-E	29.9	30.0	897
E	29.2	E-F	29.1	16.0	466
F	29.0	F-G	29.0	38.3	1111
G	29.0	G-H	30.0	26.5	755
H	31.0	H-I	32.5	75.0	2318
I	34.0	I-J	35.0	30.0	1050
J	36.0	J-K	39.5	30.0	1185
K	43.0	K-L	43.5	25.0	1088
L	44.0	L-M	47.0	12.0	564
M	50.0	M-N	50.0	22.0	1100
N	50.0	N-O	49.5	35.0	1733
O	49.0	O-P	46.0	125.0	5750
P	45.0	P-Q	43.3	34.0	1471
Q	43.5	Q-R	43.5	61.3	2667
R	43.5	R-S	43.5	61.0	2651
S	41.5	S-T	41.7	38.6	1607
T	41.9	T-U	41.9	10.0	419
U	41.9	U-V	42.0	60.7	2546
V	40.0	V-A	36.0	66.3	3107
A	32.0				
Approximate Building Perimeter:					1258.4
Total Sum of Product:					50196
Weighted Average Grade: (Product / Perimeter)					39.9

**BUILDING HEIGHT CALCULATION:**

- 30.0' Elevation of first floor
- + 53.7' Measurement from first floor to top of highest roof beam
- = 84.3' Elevation at the top of the highest roof beam
- 39.9' Weighted average grade
- = 44.4' Calculated building height as defined in Portland's land use ordinances

45.0' Allowable building height per Portland's land use regulations  
 = 44.4' building height (see above)  
 0.6' below the allowable height



**OPeCHeE**  
 COMMUNITY DEVELOPMENT  
 1000 NE Oregon Street, Portland, OR 97232  
 503.253.3333

**Mixed Use Development**  
 York & High Street  
 Portland, Maine

REVISIONS:  
 . . . . .

ISSUED:  
 . . . . .

PROJECT ARCHITECT: JKC  
 PROJECT PM: BS

**AVERAGE GRADE CALCULATION**

1 of 1

## 7. Proposed Easements

- Permanent Electric & communications easement for benefit **New Lot A** with **Tax Lot 40-C-2**  
*(proposed electric & communications service along property line )*
- Permanent Assembly/common Area easement for benefit **New Lot A** with **Tax Lot 40-C-21**  
*(common patio area for 27 High Street and the proposed condominiums)*
- Temporary construction easement for benefit **New Lot A** with **Tax Lot 40-C-26**  
*(demo retaining wall, new landscaping, pavement repairs)*
- Temporary construction easement for benefit **New Lot A** with **Tax Lot 40-C-2**  
*(driveway & landscaping improvements, electric & communications, grading)*
- Permanent Access easement for benefit **Tax Lot 40-C-2** with **New Lot A**  
*( driveway for 78 Danforth Street)*
- Electric & communications easement for benefit **Tax Lot 40 -C-2** with **New Lot A**  
*(electric & communications service along property line )*

The applicant request the Planning Board to approve the application with the condition that drafts of the above easements are to be reviewed and finalized to the satisfaction of the Corporation Counsel prior to the issuance of a Certificate of Occupancy



## 8. Requested Waivers

### 1. Location and spacing of driveways:

Standard: Under the City's 'Technical Manual' Section 1.7.2.7 Location and spacing of driveways, requires that along arterial, collector and local streets, minimum acceptable spacing between double or multiple driveways for driveways on adjacent lots or on the same parcel shall meet the criteria below: for roads with a speed limit of 30 mph the minimum separation shall be 125' (including driveways on both sides of the street).

*The project proposes to remove the (3) closest curb cuts to the intersection of York Street and High Street. The lower level of the proposed parking garage will utilize an existing curb cut on York Street that is the most distant from that public intersection. The existing curb cut is 50' in width and is approximately 25' from the driveway at 75 York Street and approximately 70' from next driveway northeast on York Street. The project proposes to reconstruct the existing curb cut to a standard driveway width and utilize a brick driveway apron/crosswalk. In the post-development condition, the proposed separation distances will be increased by 15' to approximately 40' and 85' from the two northeast driveways. In addition, the project proposes a dedicated right-turn only lane for these (3) driveways. The applicant request that Planning Board specifically grant relief from the above mentioned City standard as it relates to the proposed separation of the driveways.*

### 2. Dimensional requirements: Street wall build-to line:

Ordinance: Under the City's Land Use Ordinance Section 14-220 (c) Street wall build-to line: All buildings or structures shall be located within five (5) feet of the property line along street frontages, unless the Planning Board requires or approves an additional distance to comply with the requirements of section 14-526 (d)9 and the City of Portland Design Manual.

*The project proposes a 5-story mixed-use building along York Street and the above mentioned ordinance is applicable to the project. However, because of the unusual geometry of the right-of-way line along the frontage, the applicant request the Planning Board to grant relief from ordinance.*

*The proposed redevelopment will construct brick sidewalk from the building façade to the proposed street curb line and grant access easements to create a public pedestrian friendly environment. The project's street level first floor will be flexible commercial spaces and will provide a pedestrian friendly environment with floor to ceiling store front windows for visual interest and street front building access. Additional, improvements will include inviting building exterior, brick sidewalks, granite curbing, curb ramps, architectural lighting, granite sit walls, street trees and landscaped planters. The street-level flexible commercial space will be pedestrian friendly by providing floor to ceiling store front windows for create visual interest and by providing building access points from the street.*

*It is the applicants belief that all the above mentioned design elements will meet the intent of the ordinance will create an enhanced streetscape with an enjoyable pedestrian environment.*

**3. Required number of bicycle parking spaces:**

Ordinance: Under the City's Land Use Ordinance Section 14-526 (a) 4. b. (ii) The reviewing authority may reduce the required number of bicycle parking spaces if it determined, based on evidence submitted by the applicant that the proposed development is expected to generate a reduced demand for bicycle parking.

*The required number of bicycle parking spaces is calculated from the required parking spaces and quantity of residential units.*

***Bicycle Parking Required:***

$$\begin{aligned} \text{Residential} &= 2 \text{ bikes/5 dwelling units} = 63/5 \times 2 = 26 \text{ spaces} \\ \text{Non-residential} &= 2 \text{ bike/10 parking spaces req.} = 65/10 \times 2 = \underline{7 \text{ spaces}} \\ &\text{Total: } 33 \text{ spaces} \end{aligned}$$

*The required number of bicycle parking spaces is 33. The applicant requests that the bicycle parking be reduced to 20 spaces and made part of the Traffic Demand Management plan. The project proposes (5) locations with two bike hitches around the site for a total of 20 spaces. If TDM monitoring determines the quantity of bike spaces is inadequate in the post-development condition, the owner can install additional bike racks on the lower and upper garage levels.*

## **9. Financial and Technical Capacity**

### **Technical Capability**

The project will be designed and built by Opechee Construction Corporation. Opechee has proved their technical ability with the design & construction of several mixed-used projects around the City:

- 209 Fore Street- redevelopment of Jordan's Meats factory into a mixed-use building consisting of a Hampton Inn, Sebago Brewing, and residential condominiums
- 321 Commercial Street – redevelopment of an existing parking lot into a mixed-use building consisting of a Marriott Courtyard, a restaurant and residential condominiums.
- 68 Marginal Way – The construction of a multi-tenant office building

### **Financial Capability**

Attached is a letter indicating J.B. Brown's financial ability to complete the project.



**TD Bank**  
America's Most Convenient Bank®  
One Portland Square  
P. O. Box 9540  
Portland, ME 04112-9540  
T 207 761 8600  
F 207 761 8660

tdbank.com

August 5, 2015

Planning Board  
City of Portland  
Congress Street  
Portland, ME

RE: 101 York Street Development  
Portland, Maine

To Whom It May Concern:

J.B. Brown & Sons has had a banking relationship with TD Bank, N.A. in excess of 20 years. During this timeframe, the Bank has financed and/or reviewed several projects that were similar to the proposed project referenced above. These projects were completed on time, within budget and were repaid in a timely manner.

We believe that J.B. Brown & Sons, Inc. has the financial capacity to successfully complete the proposed development.

Although the Bank has not committed to finance this project, the Bank would be pleased to consider J.B. Brown's request to finance the project at the appropriate time.

If you need any further information, please contact me at (207) 828-7162.

Sincerely,

Jennifer E.H. Sirois  
Vice President  
Relationship Manager

## 10. Boundary Survey

- The boundaries of the subject property are shown on the plan entitled, "ALTA/ACSM Land Title Survey on High, Danforth, Maple & York Streets, Portland, Cumberland County, Maine made for J.B. Brown & Sons," by Owen Haskell, Inc. 390 U.S. Route One, Unit #10, Falmouth, Maine 04105; dated December 3, 2013 and last revised June 9, 2015  
*(A copy of the plan is submitted with this application.)*
- The new division of property lines for parcels under common ownership are shown on the plan entitled, "New Division of Lots on High, Danforth, Maple & York Streets, Portland, Cumberland County, Maine made for J.B. Brown & Sons," by Owen Haskell, Inc. 390 U.S. Route One, Unit #10, Falmouth, Maine 04105; dated December 3, 2013 and last revised August 5, 2015  
*(A copy of the plan is submitted with this application.)*

# **WRITTEN MATERIALS**

## **1. Construction Management Plans**

Construction Management Plans have been prepared that show temporary traffic control and the construction sequencing been prepared for the project and are sheets C10.01 through C10.04 of the plan set

## 2. Traffic Studies

### **Trip Study and trip generation**

- A traffic assessment memo is attached and this project will generate between less than 100 trips. Therefore, the project will not require a State of Maine Traffic Movement Permit (TMP) issued by the City under its delegated authority.
- A traffic study is attached and is based on scoping questions asked at the pre-application.

### **Parking Study**

A parking assessment memo has been prepared for this project and is attached.





PO Box 1237, 15 Shaker Road  
 Gray, Maine 04039  
 207.657.6910

August 10, 2015

Mr. Thomas Errico, P.E.  
 TY LIN  
 12 Northbrook Drive  
 Falmouth, ME 04105

Subject: York Street Mixed Use Development (Condos / Retail / Restaurant)  
 Portland, Maine

Dear Tom,

Gorrill Palmer (GP) has been retained by Opechee Construction to complete a trip generation forecast for the redevelopment of the site located on the northerly corner of York Street and High Street. The development is proposed to include the following uses:

- 63 Condo Units – LUC 232
- 7,000 sf High Turnover (Sit Down) Restaurant – LUC 932
- 9,955 sf Specialty Retail – LUC 826

The MaineDOT allows “credit” to be given for any on-site use within the last 10 years. For this site, that would include the following:

- Gas Station / Convenience Store (4 fueling positions + 1,350 sf C-Store) – LUC 853
- 1,300 sf Restaurant – LUC 932
- 9,000 sf Office Space – LUC 710

Using the 9<sup>th</sup> Edition of the Institute of Transportation Engineers (ITE) publication Trip Generation results in the following trip generation estimates (calculations attached):

**Trip Generation Summary**

	AM Gen	AM Adj St	PM Gen	PM Adj St
Proposed				
Condos	33	35	30	31
Restaurant	93	76	129	69
Retail	68	50	50	37
<b>Proposed Total</b>	<b>194</b>	<b>161</b>	<b>209</b>	<b>137</b>
Credit (Subtracted from Proposed)				
Gas / C Store	63	61	82	73
Restaurant	17	14	24	13
Office	21	21	20	20
<b>Credit Total</b>	<b>101</b>	<b>96</b>	<b>126</b>	<b>106</b>
<b>Net Total</b>	<b>93</b>	<b>65</b>	<b>83</b>	<b>31</b>



Mr. Thomas Errico  
August 10, 2015  
Page 2 of 2

After review of this information, it is our opinion that the site will not generate a net increase in trip generation of more than 99 peak hour trip ends, and therefore does not require a MaineDOT Traffic Movement Permit. We understand this trip generation is not the same increase in trips that can be expected on the adjacent roadway network since the "credit" uses were not all operational at the time the recent turning movement counts were performed.

We respectfully request your review of this information and if you agree, your concurrence in writing that a TMP is not required.

If you have any questions please contact our office.

Sincerely,

Gorrill-Palmer

Randy Duntón, P.E., PTOE  
Senior Engineer

Copy: Nell Donaldson, City of Portland  
Barry Stowe, Opechee Construction Corporation

RED/JN 3018/Thomas Errico Concurrence 8-10-15

### Condo trip Generation

Source: ITE Trip Generation Manual 9th Edition

LUC 232 - High-Rise Residential Condominium/Townhouse

Assumptions:

- All rooms occupied
- 63 dwelling units

#### Weekday AM Peak Hour Adjacent Street Traffic

$$\text{Average Rate: } 0.34 \times 63 = 22 \quad \left. \begin{array}{l} \\ \\ \end{array} \right\} \begin{array}{l} 34^{35} \\ \text{trip ends} \end{array}$$

$$\text{Equation: } 0.29(63) + 28.86 = 47 \quad \left. \begin{array}{l} \\ \\ \end{array} \right\}$$

19% in - 7 trip ends

81% out - 27<sup>28</sup> trip ends

#### Weekday PM Peak Hour Adjacent Street Traffic

$$\text{Average Rate: } 0.38 \times 63 = 24 \quad \left. \begin{array}{l} \\ \\ \end{array} \right\} \begin{array}{l} 31 \\ \text{trip ends} \end{array}$$

$$\text{Equation: } 0.34(63) + 15.47 = 37 \quad \left. \begin{array}{l} \\ \\ \end{array} \right\}$$

62% in - 19 trip ends

38% out - 12 trip ends

#### Weekday AM Peak Hour Generator

$$\text{Average Rate: } 0.34 \times 63 = 22 \quad \left. \begin{array}{l} \\ \\ \end{array} \right\} \begin{array}{l} 33 \\ \text{trip ends} \end{array}$$

$$\text{Equation: } 0.30(63) + 25.33 = 44 \quad \left. \begin{array}{l} \\ \\ \end{array} \right\}$$

17% in - 6 trip ends

83% out - 27 trip ends

#### Weekday PM Peak Hour Generator

$$\text{Average Rate: } 0.38 \times 63 = 24 \quad \left. \begin{array}{l} 30 \\ \\ \end{array} \right\} \begin{array}{l} 29 \\ \text{trip ends} \end{array}$$

$$\text{Equation: } \ln(T) = 0.84 \ln(63) + 0.07 = 35 \quad \left. \begin{array}{l} \\ \\ \end{array} \right\}$$

68% in - 20<sup>21</sup> trip ends

32% out - 9 trip ends

JN: 3018  
 Project Description: Mixed Use  
 Project Location: Portland, Maine  
 Date: August 10, 2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

**High Turnover (Sit Down) Restaurant  
 Land Use Code (LUC) 932**

Gross Floor Area (ft<sup>2</sup>): 7,000

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split		Directional Distribution		R <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	T = 127.15 (X)	14	890	50%	50%	445	445	N/A
AM Peak Adjacent Street	T = 10.81 (X)	24	76	50%	50%	38	38	N/A
PM Peak Adjacent Street	T = 9.85 (X)	60	69	60%	40%	41	28	N/A
AM Peak of Generator	T = 13.33 (X)	25	93	50%	50%	47	46	N/A
PM Peak of Generator	T = 18.49 (X)	31	129	55%	45%	71	58	N/A
Saturday	T = 158.37 (X)	2	1109	50%	50%	555	554	N/A
Saturday Peak Hour of Gen.	T = 14.07 (X)	8	98	65%	35%	64	34	N/A

## Trip Generation

Source: ITE Trip Generation Manual  
9th Edition LUC 820

Assumptions: All Rooms Occupied  
63 Dwelling Units

- AM Peak Hr. Generator

$$6.84 \times \frac{9,955}{1,000} = 68 \text{ Trip Ends}$$

- PM Peak Hr. Generator

$$5.02 \times \frac{9,955}{1,000} = 50 \text{ Trip Ends}$$

- PM Peak Hr Adj St Traffic

$$2.71 \times \frac{9,955}{1,000} = 27 \text{ TE}$$

$$2.40 \left( \frac{9,955}{1,000} \right) + 21.48 = 46 \text{ TE}$$

Avg = 37

- AM Peak Hr. Adj St. Traffic

$$\frac{37}{50} = \frac{x}{68} \rightarrow x = 50 \text{ Trip Ends}$$

↑  
 PM

JN: 3018  
 Project Description: Condos / Retail  
 Project Location: Portland, Maine  
 Date: 7/21/2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

Convenience Market with Gasoline Pumps  
 Land Use Code (LUC) 853

Vehicle Fueling Positions: 4

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split * IN OUT	Directional Distribution IN OUT	R <sup>2</sup>
Weekday	T = 542.60 (X)	10	2170	50% 50%	1085 1085	N/A
AM Peak Hour of Adjacent Street Traffic	T = 16.57 (X)	28	66	50% 50%	33 33	N/A
PM Peak Hour of Adjacent Street Traffic	T = 19.07 (X)	54	76	50% 50%	38 38	N/A
AM Peak Hour of Generator	T = 17.03 (X)	26	68	50% 50%	34 34	N/A
PM Peak Hour of Generator	T = 19.98 (X)	46	80	50% 50%	40 40	N/A
Saturday	T = 204.47 (X)	3	818	50% 50%	409 409	N/A
Sat Peak Hr Gen	T = 10.00 (X)	2	40	50% 50%	20 20	N/A
Sunday	T = 166.88 (X)	3	668	50% 50%	334 334	N/A

\* Percentages rounded to nearest 5%

Gross Floor Area (ft<sup>2</sup>): 1,350

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split * IN OUT	Directional Distribution IN OUT	R <sup>2</sup>
Weekday	T = 845.60 (X)	10	1142	50% 50%	571 571	N/A
AM Peak Hour of Adjacent Street Traffic	T = 40.92 (X)	53	55	50% 50%	28 27	N/A
PM Peak Hour of Adjacent Street Traffic	T = 50.92 (X)	78	69	50% 50%	35 34	N/A
AM Peak Hour of Generator	T = 42.86 (X)	34	58	50% 50%	29 29	N/A
PM Peak Hour of Generator	T = 62.57 (X)	46	84	50% 50%	42 42	N/A
Saturday	T = 1448.33 (X)	3	1955	50% 50%	978 977	N/A
Sat Peak Hr Gen	T = 45.94 (X)	3	62	50% 50%	31 31	N/A
Sunday	T = 1182.08 (X)	3	1596	50% 50%	798 798	N/A

\* Percentages rounded to nearest 5%

Average

Time Period	ITE Trip Rate (Average = 300)	# of Sources	Trip Ends	Directional Split * IN OUT	Directional Distribution IN OUT	R <sup>2</sup>
Weekday	N/A	N/A	1255	50% 50%	628 628	N/A
AM Peak Hour of Adjacent Street Traffic	N/A	N/A	61	50% 50%	30 31	N/A
PM Peak Hour of Adjacent Street Traffic	N/A	N/A	73	50% 50%	36 37	N/A
AM Peak Hour of Generator	N/A	N/A	63	50% 50%	32 31	N/A
PM Peak Hour of Generator	N/A	N/A	82	50% 50%	41 41	N/A
Saturday	N/A	N/A	1387	50% 50%	693 694	N/A
Sat Peak Hr Gen	N/A	N/A	51	50% 50%	26 25	N/A
Sunday	N/A	N/A	1132	50% 50%	566 566	N/A

\* Percentages rounded to nearest 5%

JN: 3018  
 Project Description: Condos / Retail  
 Project Location: Portland, Maine  
 Date: July 21, 2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

**High Turnover (Sit Down) Restaurant  
 Land Use Code (LUC) 932**

Gross Floor Area (ft<sup>2</sup>): 1,300

Time Period	ITE Trip Rate (Average Rate)	# of Sources	Trip Ends	Directional Split		Directional Distribution		R <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	T = 127.15 (X)	14	165	50%	50%	83	82	N/A
AM Peak Adjacent Street	T = 10.81 (X)	24	14	50%	50%	7	7	N/A
PM Peak Adjacent Street	T = 9.85 (X)	60	13	60%	40%	8	5	N/A
AM Peak of Generator	T = 13.33 (X)	25	17	50%	50%	9	8	N/A
PM Peak of Generator	T = 18.49 (X)	31	24	55%	45%	13	11	N/A
Saturday	T = 158.37 (X)	2	206	50%	50%	103	103	N/A
Saturday Peak Hour of Gen.	T = 14.07 (X)	8	18	65%	35%	12	6	N/A

JN: 3018  
 Project Description: Condos / Retail  
 Project Location: Portland, Maine  
 Date: July 21, 2015

Gorrill-Palmer Consulting Engineers, Inc.  
 P.O. Box 1237  
 15 Shaker Road  
 Gray, Maine 04039

**General Office Building  
 Land Use Code (LUC) 710**

Square Feet 9,000

**Trip Ends Based on Fitted Curve Equation**

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	$\ln(T) = 0.76 \ln(X) + 3.68$	211	79	50%	50%	106	105	0.80
AM Peak Hour	$\ln(T) = 0.80 \ln(X) + 1.57$	28	218	90%	10%	25	3	0.83
PM Peak Hour	$T = 1.12(X) + 78.45$	89	236	15%	85%	13	76	0.82
Saturday	$T = 2.03(X) + 31.75$	50	18	50%	50%	25	25	0.66
Peak Hour of Generator			11	55%	45%	#VALUE!	#VALUE!	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 <sup>2</sup>
				IN	OUT	IN	OUT	
Weekday	$T = 11.03(X)$	99	79	50%	50%	50	49	---
AM Peak Hour	$T = 1.56(X)$	14	218	90%	10%	13	1	---
PM Peak Hour	$T = 1.49(X)$	13	236	15%	85%	2	11	---
Saturday	$T = 2.46(X)$	22	18	50%	50%	11	11	---
Saturday Peak Hour of Gen.	$T = 0.43(X)$	4	11	50%	50%	2	2	---

\* Percentages rounded to nearest 5%

PM Peak Hour:  $T = 1.49/1.56$  (AM Peak) 27 15% 85% 4 23 0.82





PO Box 1237, 15 Shaker Road  
 Gray, Maine 04039  
 207.657.6910

**Project:** York Street Mixed Use Development  
**Date:** August 12, 2015  
**Subject:** Parking Evaluation  
**To:** Barry Stowe  
**From:** Randy Dunton, Gorrill Palmer (JN 3018)

As requested, Gorrill Palmer (GP) has evaluated potential parking demand for the proposed mixed use development. At this time, the project is proceeding with the following mixture of uses; 63 condo units, 9,955 sf Specialty Retail and 7,000 sf of Restaurant. Therefore, the parking evaluation is based on this combination of uses.

**Vehicular Parking:**

Typically, the overall parking demand for a mixed use development can be further reduced due to the expectation that there will be some cross use between the individual facilities. For instance, it can be assumed that some of the people living in the condos will also be those that go to the restaurant or visit the retail. To be conservative, this was only assumed at 5%.

In addition to a reduction in parking due to shared use, there is also typically a reduction in parking because the peak parking demand for all three uses are not expected to occur concurrently. For instance, the peak parking demand for the Condos would be expected to occur early in the morning and late at night, when everyone is home. This is not the same time as the peak parking demand for specialty retail which would be expected during the normal business day, or the peak parking demand for the restaurant which would be expected at the end of the business day. We have assumed a 5% reduction in overall parking demand due to off-set peaks.

The following is a summary of the vehicular parking demand:

**Vehicular Parking Requirement Summary**

	Parking Variable	Ordinance Requirement	Required Parking per Ordinance	Shared Use Reduction (5%) (Note 4)	Off set parking peaks (5%) (Note 4)	Reduced Parking Demand
Potential Uses						
Condos	63 Units	1 / Unit (Note 1)	63 spaces	3 spaces	3 spaces	57 spaces
Retail	9,955 sf	1 / 200 sf (Note 2)	40 spaces	2 spaces	2 spaces	36 spaces
Restaurant	7,000 sf	1 / 150 sf (Note 3)	33 spaces	2 spaces	2 spaces	29 spaces
<b>Total Parking Req.</b>			<b>136 Spaces</b>	<b>7 spaces</b>	<b>7 spaces</b>	<b>122 spaces</b>

Notes:

1. The City's standard requirement for residential units is 2 spaces per unit (Sec. 14-332 (a)). However, under Sec. 14-332.2 (c) the requirement can be reduced for a development over 50,000 sf based on information submitted by the applicant and on the recommendation of the City's transportation engineer. For this analysis, we used 1 parking space per unit.
2. The first 2,000 sf of a first floor is not considered per ordinance



3. This requirement is per sf of "area not used for bulk storage or food preparation". For the purposes of this parking summary, we assumed 30% of the sf will be used for this purpose.
4. City Ordinance Sec. 14-332.2 (c) and Sec. 14-343 (a) will allow for further reductions in parking demand which we have taken credit for (5% each) in the form of Shared Use and Off-Set Parking peaks.

**Pre-Development Parking Demand vs. Post-Development Parking Demand:**

Pre-development condition:

The existing site includes two buildings that are or were recently used as; 1,350 sf restaurant (was used as Convenience Store prior to that), a 1,300 sf restaurant and 9,000 sf of office space. Based on the City Ordinance, the existing site would require the following vehicular parking spaces:

**Existing Total Required Parking Spaces**

	Required Vehicular Parking Spaces
Existing Condition	
Restaurant (1,350 sf)*	7 spaces
Restaurant (1,300 sf)*	6 spaces
Office Space (9,000 sf)	23 spaces
Existing Total Required	36 spaces
Existing Spaces Available	95 spaces
<b>Excess Parking Spaces</b>	<b>59 spaces</b>

\*Same assumptions for Restaurant in previous table

As can be seen from the summary, the site requires 36 parking spaces currently. There are approximately 95 spaces available on site currently, which leaves 59 excess parking spaces that could be rented out or used for future development in the area.

Post-development condition:

For the post-development condition, the condos were assumed to require one space per unit, and the reductions of shared use and off-set parking peaks was included. This yields a total required vehicular parking requirement of 122 spaces. The number of proposed on-site parking spaces after the development is complete is 211 spaces. Using 122 of the 211 parking spaces for the proposed uses, results in 89 excess parking spaces that could be rented out or used for future development in the area. **This is a net increase of 30 parking spaces (approximately 50% increase from pre-development) that can be used by others as a result of the proposed development.**

**Bicycle Parking:**

Per City Ordinance, non-residential structures are required to provide bicycle accommodations in proportion to the vehicular parking. For this project, the non-residential vehicular parking requirement is 65 spaces. Based on that vehicular parking requirement, this project requires seven bicycle parking spaces. For Residential Structures, the Ordinance requires two bicycle spaces for every five dwelling units. For the proposed 63 units, this would require 26 bicycle parking spaces, for a site total of 33 bicycle parking spaces.



**Conclusion:**

Based on this evaluation, approximately 122 vehicular parking spaces and 33 bicycle parking spaces are anticipated to be required to meet the City ordinance.

### 3. Significant Natural Features

- Data check inquiry letters containing a USGS site location map and site concept have been sent to the state wildlife agencies. Copies of the response letters are attached and indicate there are no concerns with impact to significant natural features.
  - The Maine Department of Inland Fisheries
  - The Maine Department of Inland Wildlife
  - The Maine Natural Areas Program
  
- The project proposes site improvements on 27 High Street which is within the Historic District. Please see the attached Historic Preservation for Certificate of Appropriateness application.

## Barry Stowe

---

**From:** IFWEnvironmentalreview <IFWEnvironmentalreview@maine.gov>  
**Sent:** Wednesday, August 05, 2015 2:33 PM  
**To:** Barry Stowe  
**Subject:** RE: Proposed mixed-use building and parking garage

Barry,

We have no concerns with this project as proposed. Please let me know if you need additional information.

John

### John Perry

Environmental Review Coordinator  
Maine Department of Inland Fisheries and Wildlife  
284 State Street, 41 SHS  
Augusta, Maine 04333-0041  
Tel (207) 287-5254; Cell (207) 446-5145  
Fax (207) 287-6395  
[www.mefishwildlife.com](http://www.mefishwildlife.com)



*Correspondence to and from this office is considered a public record and may be subject to a request under the Maine Freedom of Access Act. Information that you wish to keep confidential should not be included in email correspondence.*

---

**From:** Barry Stowe [<mailto:barrys@opechee.com>]  
**Sent:** Monday, August 03, 2015 10:59 AM  
**To:** St.Hilaire, Lisa; IFWEnvironmentalreview  
**Subject:** RE: Proposed mixed-use building and parking garage

Thank you Lisa. I appreciate the help

Hi John – I don't know if it matters much, but attached are the specific letters I put together for your departments.

In the future, I'll send a single email and copy you all.

Thanks,

Barry Stowe

Opechee Construction Corporation  
11 Corporate Dr | Belmont | NH 03220

P (603) 527-9090 | F (603) 527-9191

[barrys@opechee.com](mailto:barrys@opechee.com) | [www.opechee.com](http://www.opechee.com)

---

**From:** St.Hilaire, Lisa [<mailto:Lisa.St.Hilaire@maine.gov>]  
**Sent:** Monday, August 03, 2015 10:54 AM  
**To:** IFWEnvironmentalreview  
**Cc:** Barry Stowe  
**Subject:** FW: Proposed mixed-use building and parking garage

Hi John, FYI, review in Portland.

Barry, John Perry is the environmental coordinator at MDIFW.

Thanks!

**Lisa St. Hilaire**

Information Manager | Maine Natural Areas Program  
Department of Agriculture, Conservation and Forestry  
93 State House Station | Augusta, ME 04333  
**PHONE 207-287-8044** | FAX 207-287-8040

---

**From:** Barry Stowe [<mailto:barrys@opechee.com>]  
**Sent:** Monday, August 03, 2015 10:50 AM  
**To:** NAP, Maine  
**Subject:** Proposed mixed-use building and parking garage

Hello,

I tried using the online data check and didn't have success. Our IT personnel looked at the website with several different web browsers and with several different computers and determined the map "plugin" was not working. Attached you will find my request for a data check for the above referenced project. I will send a hard copy in the mail as well.

Landowner:  
101 York Street, LLC  
c/o Vin Veroneau, President of J.B. Brown & Sons  
PO Box 207, 50 Danforth Street  
Portland, ME 04112

Authorized Agent for the Landowner:

Barry Stowe

Opechee Construction Corporation  
11 Corporate Dr | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

[barrys@opechee.com](mailto:barrys@opechee.com) | [www.opechee.com](http://www.opechee.com)



STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
93 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0093

PAUL R. LePAGE  
GOVERNOR

WALTER E. WHITCOMB  
COMMISSIONER

August 3, 2015

VIA ELECTRONIC MAIL

Barry Stowe  
Opechee Construction Corporation  
11 Corporate Drive  
Belmont, NH 03220

Re: Rare and exemplary botanical features in proximity to: York Street Apartments Mixed Use Building and Parking Garage, Portland, Maine

Dear Mr. Stow:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received August 3, 2015 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Portland, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

Letter to Barry Stowe, Opechee  
Comments RE: York St Apartments, Portland  
August 3, 2015  
Page 2 of 2

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron  
Ecologist  
Maine Natural Areas Program  
207-287-8041  
[don.s.cameron@maine.gov](mailto:don.s.cameron@maine.gov)



#### 4. Narrative describing the site.

101 York Street, LLC (a subsidiary company of J.B. Brown & Sons) is proposing a mixed-use development at the corner of York Street and High Street in the B-3 zone. The proposal is a 5-story building that will provide approximately 17,000 sq.ft. of flexible commercial on the first floor and 63 residential apartments on the upper 4 floors. Also, the development will include a 2-level parking structure with 211 total spaces in the back of the 5-story structure. All parking in the garage will be owned by the applicant and will be shared parking for tenants.

The following summarizes the proposed building floor space and quantity of parking spaces:

- 17,505 sf. - first floor flexible commercial tenant space
  
- 63 Residential Condominium Units
  - 20,015 sf - second floor with 15 units
  - 20,015 sf - third floor with 16 units
  - 20,015 sf - fourth floor with 16 units
  - 20,015 sf - fifth floor with 16 units
  
- Total gross building floor area = 97,565 sq.ft.
  
- Parking level 1 – 107 spaces (6 accessible)  
Parking level 2 – 104 spaces (4 accessible)  
Total Parking Spaces = 211

The project will redevelop several existing City parcels under the common ownership of J.B. Brown & Sons. The owner will consolidate the existing lots and provide a new division of lots for the redevelopment. The redevelopment will raze two existing buildings, paved & gravel parking, curb cuts, patio areas, and landscaping. As it relates to parking, 95 existing parking spaces will be redeveloped into 211 parking spaces for a net increase of 30 spaces in excess parking on the subject property.

The proposed development has frontage on York Street, High Street, Danforth Street and Maple Street. The lower level garage will have access through the mixed-use building to an existing curb cut off York Street. The upper level parking in the garage will have access from an existing curb cut and new driveway off Danforth Street. In addition, the new driveway off from Danforth Street will be shared with the existing multifamily residence at 78 Danforth Street. 78 Danforth will release their rights over the private way known as High Street Court. It should be noted that project will remove (2) existing curb cuts on York Street and (1) curb cut on High Street in the post-development condition.

The redevelopment proposal will provide significant streetscape improvements along York Street and at the intersection with High Street. Improvements will include, but not limited to, building exterior, brick sidewalks, granite curbing, curb ramps, street trees and landscaped planters. In addition, the project will provide improvements to the existing infrastructure such as a majority of stormwater runoff will now be separated from the sewer and discharged to the newly installed drainage in High Street. Also, several existing overhead electric services will be removed and the new project services will be underground.

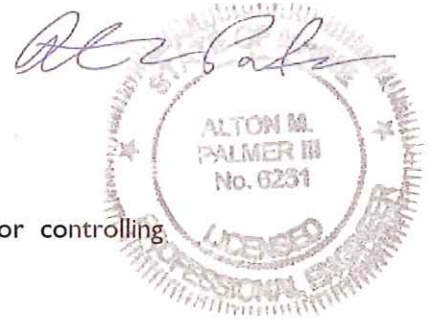
Also, the project provides some site improvements on the 27 High Street parcel in the R-6 zone and within the Historic District. These improvements will be related to hardscape and landscape only as the existing multi-family residences will share a proposed patio space with the new condominiums.

Easements are being proposed with the abutters located 78 Danforth Street and 75 York Street. The project requires the temporary access rights for construction and permanent access rights for shared utilities and driveways.

**5. Stormwater Runoff Calculations**

- A Stormwater Management Report has been prepared and is attached
- An Erosion and Sedimentation Control Report to comply with the Basic Standards has been prepared and is attached

# STORMWATER MANAGEMENT REPORT



## **1. Overview**

This Exhibit demonstrates the developer has made adequate provision for controlling Stormwater Runoff.

## **2. Introduction**

Gorrill Palmer has been retained by 101 York Street, LLC to prepare a Stormwater Management Report for a proposed five story multi-use building and two level parking structure at the corner of York Street and High Street in Portland, Maine. The redevelopment of the site is anticipated to include a 17,505 square foot footprint five story building with a total floor area of 97,753 square feet and 213 space parking garage. Figure 1 is a map showing the project location.

8-7-15

## **3. Stormwater Management**

Section 14-526.b.3.b of the Land Use Ordinance states that all development other than Level I residential shall comply with Section 5 of the Technical Manual including Basic, General, and Flooding standards as applicable to prevent and control the release of pollutants to waterbodies, watercourses, wetlands and groundwater, and reduce adverse impacts associated with increases or changes in flow, soil erosion and sedimentation.

Section 5.II.c of the Technical Manual states that Level II and III site plans shall be required to submit a stormwater management plan pursuant to the regulations of Maine DEP Chapter 500 Stormwater Management Rules, including Basic, General and Flooding standards.

## **4. Basic Standard**

The **Basic Standard** is met by the Erosion and Sedimentation Control Report submitted with this application.

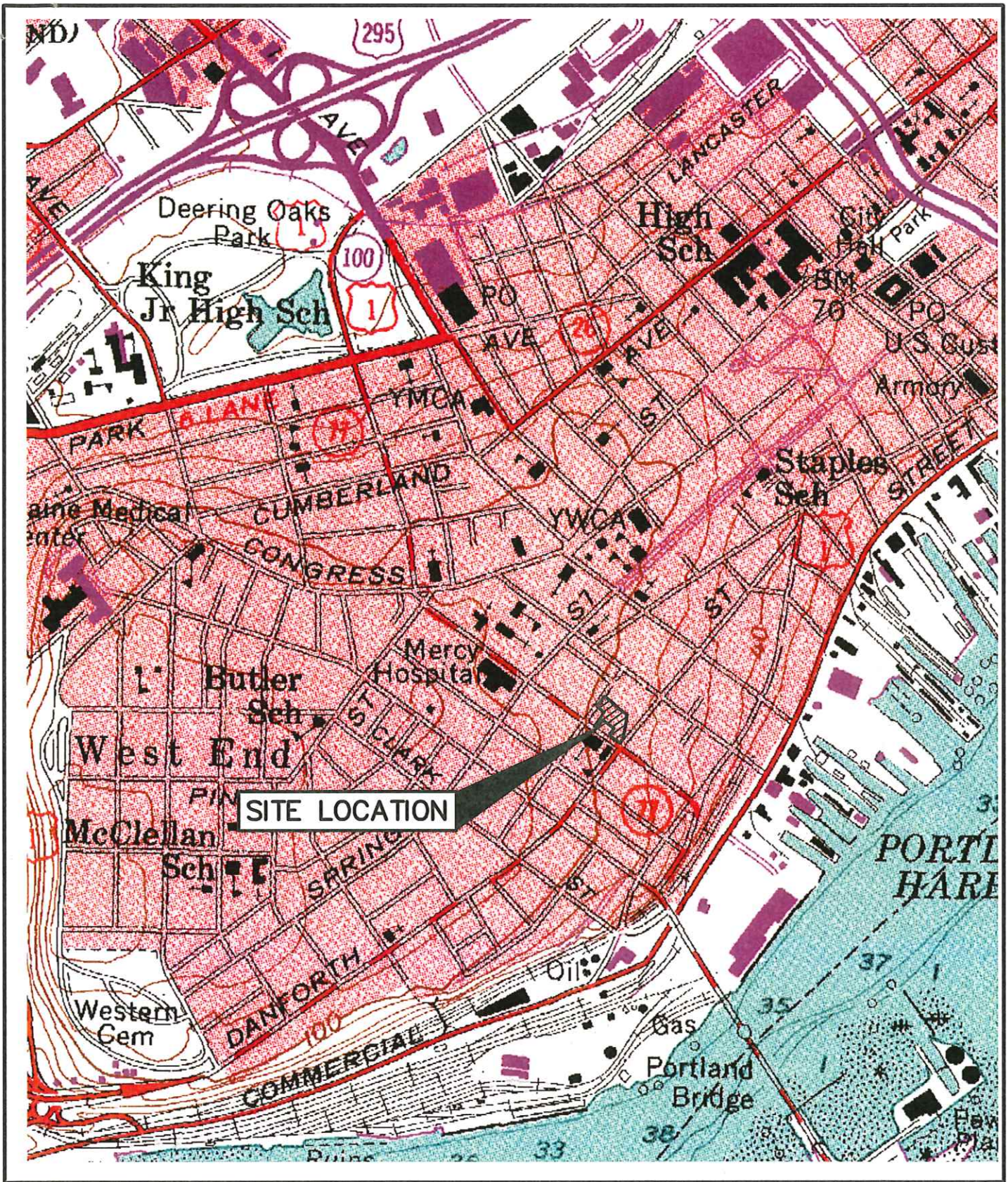
## **5. General Standard**

The project site is not tributary to an Urban Impaired Stream. Section 5.III.4.B.I States when general Standards must be met for areas not tributary to Urban Impaired Streams: A project disturbing one acre or more and resulting in any of the following must meet the general standards:

5.III.4.B.1.b - Other stream, coastal and freshwater wetland watersheds. One acre or more of impervious area, or 5 acres or more of developed area, in any other stream, coastal, or wetland watershed.

Section 5.III.4.B.3.e contains requirements for redevelopment; Stormwater Management Law project including redevelopment. For a project requiring a Stormwater Management Law permit that includes redevelopment of impervious area that was in existence as of November 16, 2005 (the effective date of Chapter 500 revisions), the redevelopment of that impervious area is not required to meet General standards provided the department determines that the new use of the existing impervious area is not likely to increase stormwater impacts resulting from the proposed project's stormwater runoff beyond the level of impact already caused by the runoff from the existing impervious area. The requirements of Appendix D must still be met, if applicable.

The Owner of the project site owns additional parcels adjacent to the site. The proposed disturbed area includes portions of these adjacent properties as well as area within the City right-of-way. The proposed



**U.S.G.S. Location Map**  
 York Street Condominiums - Portland, Maine  
 Portland West, Maine-7.5 Minute Series (Topographic)

Design: CEH	Date: AUG 2015
Draft: CG	Job No.: 3018
Checked: AMP	Scale: None
File Name: 3018-LOCATION.dwg	



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project will disturb approximately 77,510.4 sf (1.78 acres) and is a redevelopment of an existing developed site. The project will result in an impervious area of approximately 66,072 sf (1.52 acres) of which 1,236 sf (0.03 acres) is new impervious area.

The following table presents a comparison of the predevelopment and post development land cover.

<b>Table I</b>		
	<b>Predevelopment</b>	<b>Post Development</b>
Roof/Walkway	9,659 sf	29,354 sf
Impervious Parking/Drives	55,176.9 sf	36,717.7 sf
<b>Total Impervious</b>	64,835.9 sf	66,071.7 sf
Vegetated	12,674.5 sf	11,438.7 sf
Total Area	77,510.4 sf	77,510.4 sf

As can be seen from the table above, the area of Impervious Parking/Drives has been reduced in the post development condition by 18,459.2 sf, while the area of roof and walkways has increased in the post development condition by 19,695 sf. The reduction in Parking/Drives area will result in a reduction of the pollutant load from the site and therefore is not likely to increase stormwater impacts from the project site. See surface cover plans in Attachment A. Since the total post development impervious area increases by 1,236 sf, the Applicant proposes to treat an equivalent area of impervious surface in stormwater planters proposed along York Street.

The stormwater planters are biocells enclosed on the sides by concrete planter walls. The planters contain 18" of soil media over 14" of underdrain gravel. The planters are open at the bottom and the stormwater runoff is conveyed from the planters by a 6" perforated underdrain. The plan set contains details of the proposed planters. The surface of the soil media is set 6" below the adjacent street level to provide for 6" of ponding within the planter area. Per MDEP design criteria for bioretention cells, one third of the soil filter volume has been included as storage volume. The tributary area is 95% impervious and will produce a runoff volume greater than the capacity of the stormwater planters based upon the MDEP requirement of 1" of runoff from impervious surfaces and 0.4 " of runoff from vegetated surfaces. The excess runoff and runoff from larger storms will bypass the planters along the gutter line once the 6" ponding depth is reached. The following table presents the treatment capacity of the stormwater planters.

Table 2		
Proposed Stormwater Planter #1		
	Required	Provided
Impervious Area		6,233 sq. ft.
Developed Area (non-impervious)		375 sq. ft.
Treatment Volume	531.92 cu. ft.	121.75 cu. ft.
Filter Surface Area		121.75 sq. ft.
Volume used for vegetated treatment = $(0.4/12)(375)$		12.5 cu. ft.
Volume available for impervious treatment = $121.75-12.5$		109.25 cu. ft.
Equivalent square footage of impervious area treated = $(109.25 \text{ cu. ft.}/(1''/12''/\text{ft.}))$		1,311 sq. ft.
7%(imp. Area) +3%(landscaped Area) for equiv. square footage	103.02 sq. ft.	121.75 sq. ft.
Cell Base Elevation		28.95 ft.
Channel Protection Volume elevation		29.45 ft.

Table 3		
Proposed Stormwater Planter #2		
	Required	Provided
Impervious Area		1,693 sq. ft.
Developed Area (non-impervious)		95 sq. ft.
Treatment Volume	144.25 cu. ft.	96.75 cu. ft.
Filter Surface Area		96.75 sq. ft.
Volume used for vegetated treatment = $(0.4/12)(95)$		3.17 cu. ft.
Volume available for impervious treatment = $96.75-3.17$		93.58 cu. ft.
Equivalent square footage of impervious area treated = $(93.58 \text{ cu. ft.}/(1''/12''/\text{ft.}))$		1,122.96 sq. ft.
7%(imp. Area) +3%(landscaped Area) for equiv. square footage	81.46 sq. ft.	96.75 sq. ft.
Cell Base Elevation		28.32 ft.
Channel Protection Volume elevation		28.82 ft.

Stormwater Planter #1 provides treatment for the equivalent of 1,311 sf of impervious area and Stormwater Planter #2 provides treatment for the equivalent of 1,123 sf of impervious area. The total equivalent area treated is 2,434 sf of impervious area. See WQ map in Attachment A.

The project is a redevelopment of a site with impervious area in existence as of November 16, 2005. The project results in approximately 1,236 sf of new impervious area and proposes treatment of runoff from approximately 2,434 sf of impervious area. Since the project is a redevelopment which will not increase stormwater impacts and treats runoff from 2,434 sf of impervious area, the General Standards have been met.

Due to the elevation constraints of the site, the stormdrain system discharge from the site has been directed to two outlet points. The proposed building roof drain, storm drain from the upper parking level, and foundation drain from the northwest side of the building are proposed to be connected to the City storm drain system in High Street. The site stormdrain will connect to the existing catch basin at the northerly corner of High Street and York Street.

The stormdrain systems that pick up runoff from the lower areas of the site cannot be directed to the High Street catch basin since the invert of the High Street system is higher than the inverts of the site drainage system. The stormdrain outlets from the stormwater planters, lower level of the proposed parking, and the foundation drain from the easterly side of the proposed building have proposed connections to the combined sewer in York Street as shown on the plans. The applicant proposes two connections to the York Street sewer. The foundation drain will be connected separately and will have a check valve on the outlet pipe. The lower level parking drainage and stormwater planter outlet will be combined and connected to the York Street sewer. The proposed stormdrain outlet pipe will have a check valve installed. The lower level parking stormwater system will include an oil/water separator.

## **6. Flooding Standard**

Section 5.III.4.E states: If required, the flooding standard applies in addition to the basic standards, general standards, phosphorus standards and urban impaired stream standards.

When the flooding standard must be met: If a project results in three acres or more of impervious area or 20 acres or more of developed area, requires review pursuant to the Site Law, or is a Site Law modification of any size, the flooding standard must be met.

The project results in a total of 66,072 sf (1.52 acres) of impervious area and 77,510.4 sf (1.78 acres) of developed area, therefore the flooding standard does not apply. The 1,236 sf of new impervious area is believed to be an insignificant increase in impervious surface. The insignificant increase in impervious surface along with attenuation within the proposed stormwater planters ensures that the project will not have an adverse effect on downstream areas.

Since the proposed impervious and developed area are less than the Chapter 500 thresholds and the increase in new impervious area of 1,236 sf is insignificant, the Flooding Standard is met.

## **7. Additional Permits**

The disturbed area is greater than one acre, therefore a Construction General Permit is required. Since the project will not result in excess of 3 acres of new non-vegetated surfaces, a Site Location of Development Act Permit is not required.

## **8. Conclusion**

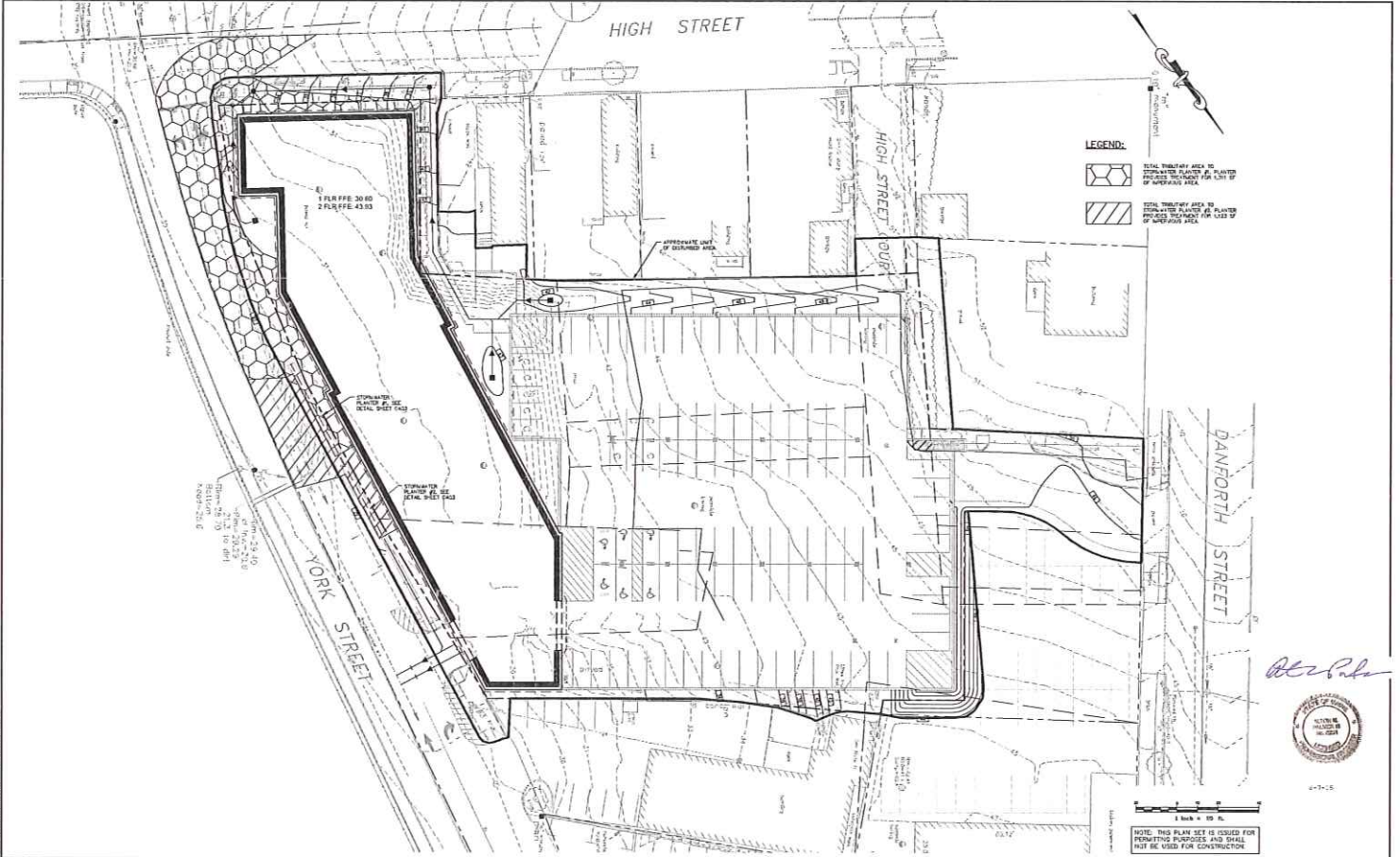
The proposed project is a redevelopment of an existing restaurant and parking area and results in 1,236 sf of new impervious area. Treatment of 2,434 sf of impervious area is provided by stormwater planters which satisfies the General Standard. The threshold areas for the Flooding Standard have not been reached by this project therefore the slight increase in impervious area along with the attenuation of runoff within the stormwater planter's results in an insignificant impact to downstream areas. The Basic Standard has been met by the Erosion and Sedimentation Control Report submitted to the City.

## **Attachments**

Attachment A - Surface Cover and Water Quality Maps



**ATTACHMENT A**  
**Surface Cover and Water Quality Maps**



4/27/2018 3:24 PM  
 4/27/2018 3:24 PM  
 4/27/2018 3:24 PM

Rev.	Date	Revision

Issue For	Date	By

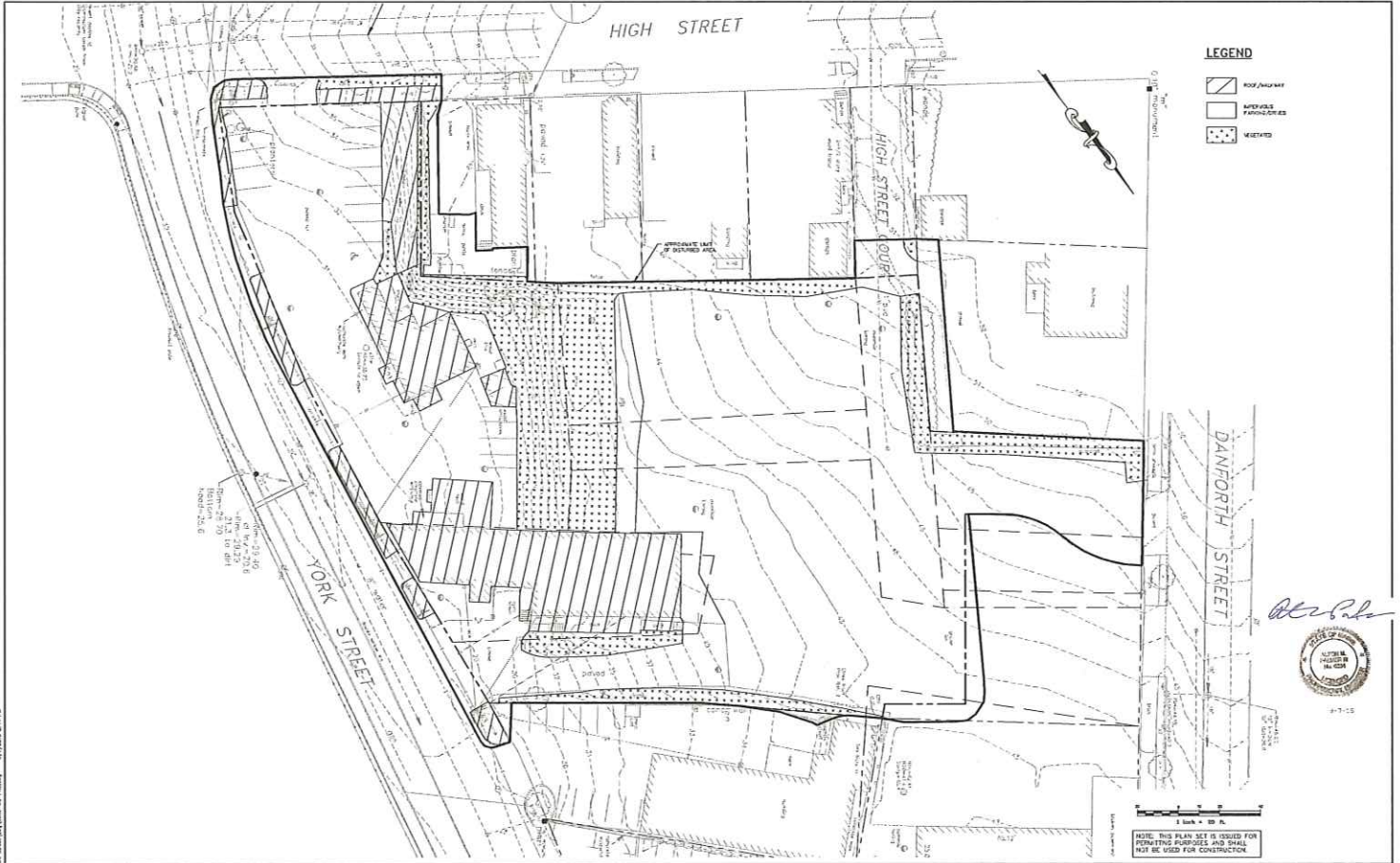
Design Date: 04/27/2018  
 Issue Date: 04/27/2018  
 Issue By: [Signature]  
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Drawing Name: Water Quality Map  
 Project: York Street - Mixed Use Development  
 Location: Portland, Maine  
 Client: York Street, LLC  
 35 Danforth Street, Portland, ME 04101

Rev.	Date	Revision

Drawing No. **WQ**



Rev.	Date	Revision

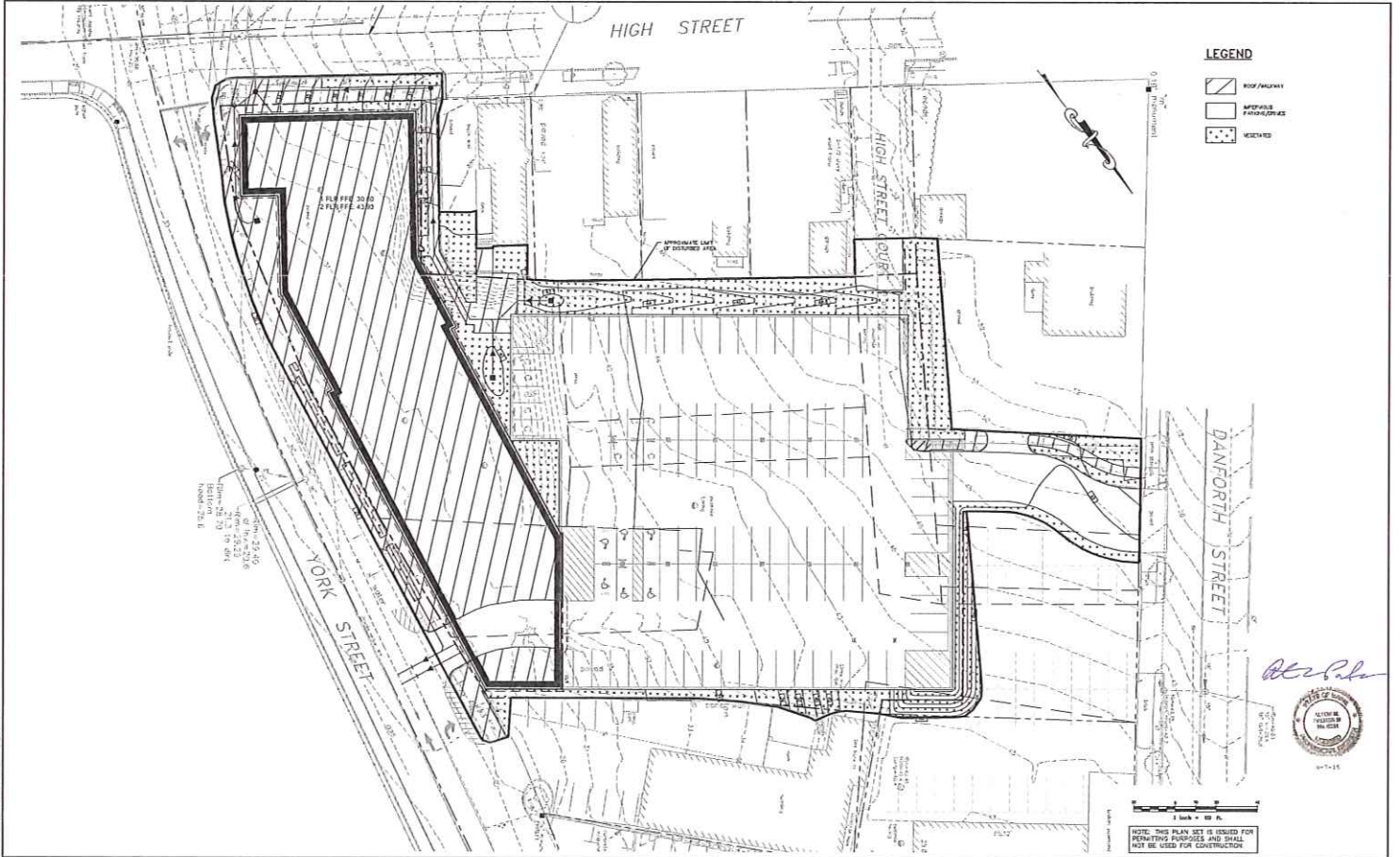
DATE	BY	REVISION
8/7/15	ADP	

DESIGNER: GORRILL PALMER  
 PROJECT NO.: 15-001  
 SHEET NO.: 1 OF 1  
 DATE: 8/7/15  
 SCALE: AS SHOWN  
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Drawing Name	
Project	Pre Development Cover Type Map York Street - Mixed Use Development Portland, Maine
Client	York Street, LLC 36 Danforth Street, Portland, ME 04108

Drawing No.  
**W1**



Rev.	Date	Revision

REV. DATE REVIEW	DATE	BY

Charge: J.A. Gorrill, G.P. Palmer  
 Checked: J.A. Gorrill, G.P. Palmer  
 File No: 014-48-201(2)  
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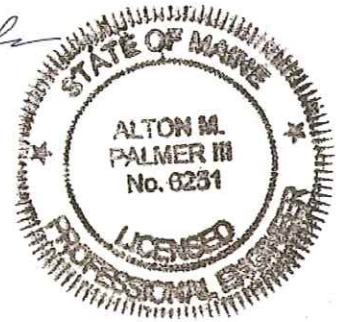
Drawing Name:	Post Development Cover Type Map
Project:	York Street - Mixed Use Development Portland, Maine
Client:	York Street, LLC 36 Danforth Street, Portland, ME 04101

Drawing No.  
**W2**

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*Alton M. Palmer*

**EROSION AND SEDIMENTATION CONTROL**  
**BASIC STANDARDS**



**1.1 Overview**

This Exhibit demonstrates the developer has made adequate provision for controlling erosion and sedimentation. 8-7-15

**1.2 Introduction**

Gorrill Palmer has been retained by 101 York Street, LLC to prepare an Erosion and Sedimentation Control Report for a proposed five story multi-use building and two level parking structure at the corner of York Street and High Street in Portland, Maine. The redevelopment of the site is anticipated to include a 17,505 square foot footprint five story building with a total floor area of 97,753 square feet and 213 space parking garage. Figure 1 is a map showing the project location. Gorrill Palmer has prepared an Erosion and Sedimentation Control Plan for the proposed development. This narrative contains the general erosion and sedimentation control measures, which are appropriate for the construction of the project.

**1.3 Narrative**

**1.3.1 Existing Conditions and Soil Types**

The site is approximately 71,231 square feet (1.635 acres) in size and is currently developed with a restaurant and parking areas. The disturbed area is approximately 77,510.4 square feet (1.78 acres) which includes disturbance on adjacent lots. Abutting land uses include:

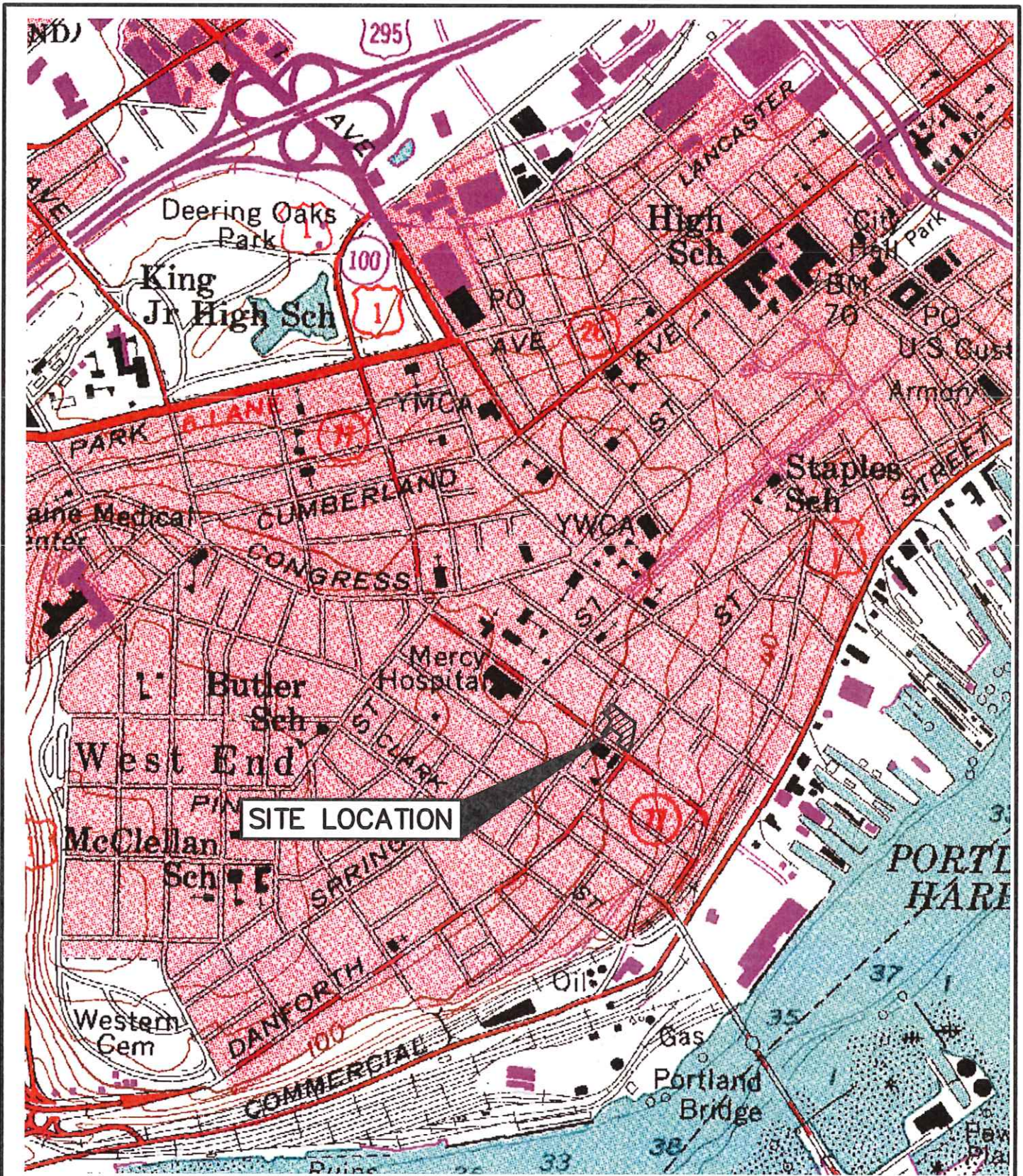
- North—Commercial
- East - Commercial
- South - Commercial
- West — Residential

Topography in the area of the proposed construction varies from relatively flat slopes of approximately 6% to steep slopes of 35%. The existing site slopes generally towards York Street.

The Medium Intensity Soil Survey for Cumberland County as prepared by the Natural Resources Conservation Service was utilized in identifying the on-site soils. The soil report for this vicinity follows this page. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. The higher values are indicative of the more erodible soils. The following table lists the soils found on site and their K values:

KVALUE		
Type	Subsurface	Substratum
Hinckley gravelly sandy loam, 3 to 8 percent slopes	0.17	0.17

Based on the review of the K Values, the on-site soils have low susceptibility to erosion.



U.S.G.S. Location Map  
 York Street Condominiums - Portland, Maine  
 Portland West, Maine-7.5 Minute Series (Topographic)

Design: CEH	Date: AUG 2015
Draft: CG	Job No.: 3018
Checked: AMP	Scale: None
File Name: 3018-LOCATION.dwg	



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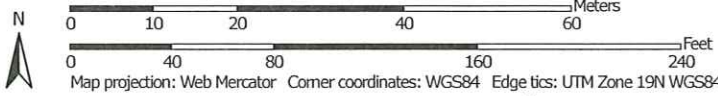
Figure

1

Custom Soil Resource Report  
Soil Map







































Map Scale: 1:866 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

Custom Soil Resource Report

**MAP LEGEND**

 Area of Interest (AOI)	 Spoil Area
<b>Soils</b>	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
<b>Special Point Features</b>	 Special Line Features
 Blowout	<b>Water Features</b>
 Borrow Pit	 Streams and Canals
 Clay Spot	<b>Transportation</b>
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	<b>Background</b>
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

**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: <http://websoilsurvey.nrcs.usda.gov>  
 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 9, Sep 13, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 31, 2013—Aug 11, 2013

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

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HIB	Hinckley gravelly sandy loam, 3 to 8 percent slopes	1.9	100.0%
Totals for Area of Interest		1.9	100.0%

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

### **I.3.2 Existing Erosion Problems**

Gorrill Palmer is not aware of any existing erosion problems onsite.

### **I.3.3 Critical Areas**

The construction will take place within the existing development footprint, and is not anticipated to impact any critical areas.

### **I.3.4 Protected Natural Resources**

The site has been previously developed and does not contain wetlands. Based upon the FEMA maps, the site is not located within a Zone A 100-year floodplain.

### **I.3.5 Erosion Control Measures and Site Stabilization**

The primary emphasis of the erosion/sedimentation control plan, which will be implemented for this project, is as follows:

- ◆ Development of a careful construction sequence.
- ◆ Rapid revegetation of denuded areas to minimize the period of soil exposure.
- ◆ Rapid stabilization of drainage paths to avoid rill and gully erosion.
- ◆ The use of on-site measures to capture sediment (hay bales/ stone check dams/silt fence, etc.)

The following temporary and permanent erosion and sediment control devices will be implemented as part of the site development. These devices shall be installed as indicated on the plans or as described within this report. For further reference, see the latest edition of the Maine Erosion and Sediment Control BMPS.

#### **A. Dewatering**

Water from construction trench dewatering shall pass first through a filter bag or secondary containment structure (e.g. hay bale lined pool) prior to discharge. The discharge site shall be selected to avoid flooding, icing, and sediment discharges to a protected resource. In no case shall the filter bag or containment structure be located within 50 feet of a protected natural resource.

## **B. Inspection and Monitoring**

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 unestablished spots. Established vegetative cover means a minimum of 90% of areas vegetated with vigorous growth.

## **C. Temporary Erosion Control Measures**

The following measures are planned as temporary erosion/sedimentation control measures during construction:

1. Crushed stone-stabilized construction entrance shall be placed at the entrance along York Street.
2. Siltation fence or wood waste compost berms shall be installed downstream of any disturbed areas to trap runoff-borne sediments until grass areas are revegetated. The silt fence and/or wood waste compost berms shall be installed per the details provided in this package and inspected at least once a week and before and immediately after a storm event of 0.5 inches or greater, and at least daily during prolonged rainfall. Repairs shall be made if there are any signs of erosion or sedimentation below the fence or berm line. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the fence or berm, the barrier shall be replaced with a stone check dam. Wood waste compost berms are not to be used adjacent to wetland areas that are not to be disturbed.
3. Straw or hay mulch including hydroseeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulch placed between April 15th and October 15th on slopes of less than 15 percent shall be anchored by applying water; mulch placed on slopes of equal to or steeper than 15 percent shall be covered by a fabric netting and anchored with staples in accordance with manufacturer's recommendation. Fabric netting and staples shall be used on disturbed areas within 50' of lakes, streams, and wetlands regardless of the upstream slope. Mulch placed between October 15th and April 15th on slopes equal to or steeper than 8 percent shall be covered with a fabric netting and anchored with staples in accordance with the manufacturer's recommendations. Slopes steeper than 3:1 and equal to or flatter than 2:1, which are to be revegetated, shall receive curlex blankets by American Excelsior or equal. Slopes steeper than 2:1 shall receive riprap as noted on the plans. The mulch application rate for both temporary and permanent seeding is 75 lbs per 1000 sf as identified in Attachment A of this section. Mulch shall not be placed over snow.
4. Temporary stockpiles of stumps, grubblings, or common excavation will be protected as follows:
  - a) Temporary stockpiles shall not be located within 50 feet of any wetlands which will not be disturbed and shall be located away from drainage swales.

b) Stockpiles shall be stabilized within 7 days by either temporarily seeding the stockpile by a hydroseed method containing an emulsified mulch tackifier or by covering the stockpile with mulch, such as hay, straw, or erosion control mix.

c) Stockpiles shall be surrounded by sedimentation barrier at the time of formation.

5. All denuded areas that are within 50 feet of an undisturbed wetland, which have been rough graded and are not located within a building pad, parking area, or access drive subbase area, shall receive mulch or erosion control mesh fabric within 48 hours of initial disturbance of soil. All areas within 100 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window. In other areas, the time period may be extended to 7 days.

6. For work, which is conducted between October 15<sup>th</sup> and April 15<sup>th</sup> of any calendar year, all denuded areas, shall be covered with hay mulch or erosion control mix, applied at twice the normal application rate and anchored with a fabric netting. The time period for applying mulch shall be limited to 2 days for all areas.

7. York Street, High Street, and Danforth Street shall be swept to control mud and dust as necessary.

8. During grubbing operations stone check dams shall be installed at any evident concentrated flow discharge points and as directed on the Erosion Control Plans.

9. Silt fencing with a minimum stake spacing of 6 feet shall be used, unless the fence is supported by wire fence reinforcement of minimum 14 gauge and with a maximum mesh spacing of 6 inches, in which case stakes may be spaced a maximum of 10 feet apart. The bottom of the fence shall be anchored.

10. Wood waste compost/bark berms may be used in lieu of siltation fencing. Berms shall be removed and spread in a layer not to exceed 3" thick once upstream areas are completed and a 90% catch of vegetation is attained.

11. Water and/or calcium chloride shall be furnished and applied in accordance with MDOT specifications – Section 637 – Dust Control.

12. Loam and seed is intended to serve, as the primary permanent revegetative measure for all denuded areas not provided with other erosion control measures, such as riprap. Application rates are provided in Attachment A of this section. Seeding shall not occur over snow.

#### **D. Permanent Erosion Control Measures**

The following permanent erosion control measures have been designed as part of the Erosion/Sedimentation Control Plan:

1. All areas disturbed during construction, but not subject to other restoration (paving, riprap, etc.) will be loamed, limed, fertilized, mulched, and seeded. Fabric netting, anchored with staples, shall be placed over the mulch in areas as noted in **Temporary Erosion Control Measures** paragraph 3 of this report. All areas within 50 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window. Native topsoil shall be stockpiled and reused for final restoration when it is of sufficient quality.

#### **I.4 Implementation Schedule**

**The following construction sequence shall be required to insure the effectiveness of the erosion and sedimentation control measures are optimized:**

It is anticipated that construction of the project will commence in the Fall of 2015 and be completed by Fall of 2016.

Note: For all grading activities, the contractor shall exercise extreme caution not to overexpose the site, this shall be accomplished by limiting the disturbed area.

1. Install stabilized construction entrance at the intersection of the access drive and York Street.
2. Install perimeter silt fence and/or wood waste berms prior to commencement of demolition.
3. Perform demolition of existing site elements.
4. Foundation preparation area shall be excavated for installation of the building foundation. Building work will be on going through the remainder of the project.
5. Commence installation of drainage appurtenances.
6. Commence earthwork and grading to subgrade.
7. Commence installation of water and sewer lines.
8. Continue earthwork and grading to subgrade as necessary for construction.
9. Complete installation of underground utilities to within 5' of the buildings.
10. Install light pole foundations and light poles.
11. Complete remaining earthwork operations.
12. Complete installation of catch basins and appurtenances.
13. Install sub-base and base gravel within parking fields, walkways, and all driveways.

14. Install curbing in parking fields, driveways, and along the streets as needed.
15. Install base course paving for access drive and parking area as well as concrete surfaces.
16. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
17. Install surface course paving for access drive and parking areas. Stripe per plan.
18. Once the site is stabilized and a 90% catch of vegetation has been obtained, remove all temporary erosion control measures.
19. Touch up loam and seed.

Note: All denuded areas not subject to final paving, riprap, or gravel shall be revegetated.

Prior to construction of the project, the contractor shall submit to the owner a schedule for the completion of the work, which will satisfy the following criteria:

1. The above construction sequence should generally be completed in the specified order; however, several separate items may be constructed simultaneously. Work must also be scheduled or phased to reduce the extent of the exposed areas as specified below. The intent of this sequence is to provide for erosion control and to have structural measures such as silt fence and construction entrances in place before large areas of land are denuded.
2. The work shall be conducted in sections which shall:
  - a) Limit the amount of exposed area to those areas in which work is expected to be undertaken during the proceeding 30 days.
  - b) Revegetate disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading or before a storm event; or temporarily stabilized within 48 hours of initial disturbance of soil for areas within 50 feet of an undisturbed wetland and 7 days for all other areas. Areas within 50 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window.
  - c) Incorporate planned inlets and drainage system as early as possible into the construction phase. The ditches shall be immediately lined or revegetated as soon as their installation is complete.

#### **1.5 Erosion, Sedimentation and Stabilization Control Plan**

The Erosion Control information is included in the plan set.

#### **1.6 Details and Specifications**

The Erosion Control details and specifications are included in the plan set.

#### **1.7 Winter Stabilization Plan**

The winter construction period is from November 1 through April 15. If the construction site is not stabilized with pavement, a road gravel base, 75% mature vegetation cover or riprap by November 15 then the site needs to be protected with over-winter stabilization. An area considered open is any area not stabilized with pavement; vegetation, mulching, erosion control mats, riprap or gravel base on a road.

Winter excavation and earthwork shall be completed such that any area left exposed can be controlled by the contractor. Limit the exposed area to those areas in which work is expected to be under taken during the proceeding 15 days and that can be mulched in one day prior to any snow event.

All areas shall be considered to be denuded until the subbase gravel is installed in roadway/parking areas or the areas of future loam and seed have been loamed, seeded and mulched. Hay and straw mulch rate shall be a minimum of 150 lbs./1,000 s.f. (3 tons/acre) and shall be properly anchored.

The contractor shall install any added measures which may be necessary to control erosion/sedimentation from the site dependent upon the actual site and weather conditions. Continuation of earthwork operations on additional areas shall not begin until the exposed soil surface on the area being worked has been stabilized, in order to minimize areas without erosion control protection.

#### **1. Soil Stockpiles**

Stockpiles of soil or subsoil shall be mulched for over winter protection with hay or straw at twice the normal rate or at 150 lbs/1,000 s.f. (3 tons per acre) or with a four-inch layer of woodwaste erosion control mix. This shall be done within 24 hours of stocking and re-established prior to any rainfall or snowfall. Any soil stockpile shall not be placed (even covered with hay or straw) within 50 feet from any natural resources.

#### **2. Natural Resource Protection**

Any areas within 50 feet from any 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 erosion control mats. During winter construction, a double line of sediment barriers (i.e. silt fence backed with hay bales or erosion control mix) shall be placed between any natural resource and the disturbed area. Projects crossing the natural resource shall be protected a minimum distance of 50 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.

#### **3. Sediment Barriers**

During frozen conditions, sediment barriers shall consist of woodwaste filter berms as frozen soil prevents the proper installation of hay bales and sediment silt fences.

#### **4. Mulching**

An area shall be considered denuded until areas of future loam and seed have been loamed, seeded and mulched. Hay and straw mulch shall be applied at a rate of 150 lb. per 1,000 square feet or 3 tons/acre (twice the normal accepted rate of 75-lbs./1,000 s.f. or 1.5 tons/acre) and shall be properly anchored. Mulch shall not be spread on top of snow. The snow shall be removed down to a one-inch depth or less prior to application. After each day of final grading, the area shall be properly stabilized

with anchored hay or straw or erosion control matting. An area shall be considered to have been stabilized when exposed surfaces have been either mulched with straw or hay at a rate of 150 lb. per 1,000 square feet (3 tons/acre) and adequately anchored that ground surface is not visible through the mulch.

Between the dates of November 1 and April 15, all mulch shall be anchored by peg line, mulch netting, asphalt emulsion chemical, or wood cellulose fiber. When ground surface is not visible through the mulch then cover is sufficient. After November 1<sup>st</sup>, mulch and anchoring of all bare soil shall occur at the end of each final grading workday.

#### **5. Mulching on Slopes and Ditches**

Slopes shall not be left exposed for any extended time of work suspension unless fully mulched and anchored with peg and netting or with erosion control blankets. Mulching shall be applied at a rate of 230 lbs/1,000 s.f. on all slopes greater than 8%.

Mulch netting shall be used to anchor mulch in all drainage ways with a slope greater than 3% for slopes exposed to direct winds and for all other slopes greater than 8%. Erosion control blankets shall be used in lieu of mulch in all drainage ways with slopes greater than 8%. Erosion control mix can be used to substitute erosion control blankets on all slopes except ditches.

#### **6. Seeding**

Between the dates of October 15 and April 1<sup>st</sup>, loam or seed will not be required. During periods of above freezing temperatures finished areas shall be fine graded and either protected with mulch or temporarily seeded and mulched until such time as the final treatment can be applied. If the date is after November 1<sup>st</sup> and if the exposed area has been loamed, final graded with a uniform surface, then the area may be dormant seeded at a rate of 3 times higher than specified for permanent seed and then mulched. Dormant seeding may be selected to be placed prior to the placement of mulch and fabric netting anchored with staples. If dormant seeding is used for the site, all disturbed areas shall receive 4" of loam and seed at an application rate of 5 lbs/1,000 s.f. All areas seeded during the winter shall be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75% catch) shall be revegetated by replacing loam, seed and mulch. If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.

#### **Standards for Timely Stabilization of Construction Sites During Winter**

**1. Standard for the timely stabilization of ditches and channels** -- The applicant shall construct and stabilize all stone-lined ditches and channels on the site by November 15. The applicant shall construct and stabilize all grass-lined ditches and channels on the site by September 1.

**2. Standard for the timely stabilization of disturbed slopes** -- The applicant shall construct and stabilize stone-covered slopes by November 15. The applicant shall seed and mulch all slopes to be vegetated by September 1. The department shall consider any area having a grade greater than 15% to be a slope.

**3. Standard for the timely stabilization of disturbed soils** -- By September 15 the applicant shall seed and mulch all disturbed soils on areas having a slope less than 15%. If the applicant fails to stabilize these soils by this date, then the applicant shall take one of the following actions to stabilize the soil for late fall and winter.



## **1.8 Maintenance of facilities**

The stormwater facilities will be maintained by the Applicant, 101 York Street, LLC or their assigned heirs. The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction as required by the Erosion Control Report. Long-term operation/maintenance recommended for the stormwater facilities is presented below.

The responsible party may contract with such professionals, as may be necessary in order to comply with this provision and may rely on the advice of such professionals in carrying out its duty hereunder, provided, that the following operation and maintenance procedures are hereby established as a minimum for compliance with this section. A maintenance log of the inspections shall be kept by the responsible party.

### **Inspection and Maintenance Frequency and Corrective Measures:**

The following areas, facilities, and measures will be inspected and the identified deficiencies will be corrected. Clean-out must include the removal and legal disposal of any accumulated sediments and debris.

#### **Catch Basins:**

Inspect catch basins 2 times per year (preferably in Spring and Fall) to ensure that the catch basins are working in their intended fashion and that they are free of debris. Clean structures when sediment depths reach 12" from invert of outlet. If the basin outlet is designed with a hood to trap floatable materials (i.e. Snout), check to ensure watertight seal is working. At a minimum, remove floating debris and hydrocarbons at the time of the inspection. Hydrocarbon Socks installed within catch basins shall be properly disposed of by an approved contractor within 14 days after the first 1" rainfall event after final pavement. Hydrocarbon Socks shall be maintained within all catch basins during the first year of operation. All socks shall be removed and disposed of one year after the initial replacement. New Hydrocarbon Socks shall be installed within areas that receive new pavement in the future

#### **Vegetated Areas:**

Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

**Roadways and Parking Surfaces:** Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader. Repair potholes and other roadway obstructions and hazards. Plowing and sanding of paved areas shall be performed as necessary to maintain vehicular traffic safety.

#### **Stormwater Planters:**

Maintenance shall be performed at least 2 times per year (preferably in Spring and Fall). At a minimum, the maintenance shall consist of the following:

1. Stormwater Planter Unit Inspection
2. Foreign debris, silt, mulch & trash removal
3. Filter media evaluation and recharge as necessary

4. Plant health evaluation and pruning or replacement as necessary
5. Replacement of mulch
6. Disposal of all maintenance refuse items

### **Housekeeping**

The following procedures are hereby established as a minimum for compliance with this section. For further information on the procedures listed below, refer to MDEP Chapter 500 rules – Appendix C.

#### **Spill Prevention:**

Appropriate spill prevention, containment, and response planning/implementation shall be used to prevent pollutants from being discharged from materials on site.

#### **Groundwater Protection:**

During construction, hazardous materials with the potential to contaminate groundwater shall not be stored or handled in areas of the site which drain to an infiltration area.

#### **Fugitive Sediment and Dust:**

Appropriate measures shall be taken to ensure that activities do not result in noticeable erosion of the soils and water and/or calcium chloride shall be used to ensure that activities do not result in fugitive dust emissions during or after construction.

#### **Debris and Other Materials:**

Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.

#### **Trench or Foundation De-watering:**

Water collected through the process of trenching and/or de-watering must be removed from the ponded area, and must be spread through natural wooded buffers or other areas that are specifically designed to collect the maximum amount of sediment possible.

#### **Non-stormwater Discharges:**

Identify and prevent contamination by non-stormwater discharges.

### **Conclusion**

The Applicant has provided temporary and permanent erosion control measures as well as specifying a sequence of construction as measures to minimize erosion and sedimentation.

### **Attachments**

- Attachment A - Seeding Plan
- Attachment B - Inspection Report

**ATTACHMENT A**  
**Seeding Plan**

SEEDING PLAN

Project: York Street Mixed Use Development

Site Location: Portland, ME

Permanent Seeding                       Temporary Seeding

1. Instruction on preparation of soil: Prepare a good seed bed for planting method used.
2. Apply lime as follows: \_\_\_\_\_ # / acres, OR 138 # /M Sq. Ft.
3. Fertilize with \_\_\_\_\_ pounds of \_\_\_\_\_ N-P-K/ac. OR 13.8 pounds of 10-10-10 N-P-K/M Sq. Ft.
4. Method of applying lime and fertilizer: Spread and work into the soil before seeding.
5. Seed with the following mixture:  
    50% Winter Rye  
    50% Annual Rye
6. Mulching instructions: Apply at the rate of \_\_\_\_\_per acre, OR 75 pounds per M. Sq. Ft.

	<u>Amount</u>	<u>Unit # Tons. Etc.</u>
7. TOTAL LIME	138	#/1000 sq. ft.
8. TOTAL FERTILIZER	13.8	#/1000 sq. ft.
9. TOTAL SEED	1.03	#/1000 sq. ft.
10. TOTAL MULCH	75	#/1000 sq. ft.
11. TOTAL other materials, seeds, etc.		
12. REMARKS		

Spring seeding is recommended; however, late summer (prior to September 1) seeding can be made. Permanent seeding should be made prior to August 5 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

## SEEDING PLAN

Project: York Street Mixed Use Development

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Site Location: Portland, ME

Permanent Seeding                       Temporary Seeding

1. Instruction on preparation of soil: Prepare a good seed bed for planting method used.
2. Apply lime as follows: \_\_\_\_\_ # / acres, OR 138 # /M Sq. Ft.
3. Fertilize with \_\_\_\_\_ pounds of \_\_\_\_\_ N-P-K/ac. OR 18.4 pounds of 10-20-20 N-P-K/M Sq. Ft.
4. Method of applying lime and fertilizer: Spread and work into the soil before seeding.
5. Seed with the following mixture:
  - 40% Creeping Red Fescue
  - 30% Charger II Perennial Ryegrass
  - 20% KenBlue Kentucky Bluegrass
  - 10% Tiffany Chewings Fescue
6. Mulching instructions: Apply at the rate of \_\_\_\_\_ per acre, OR 75 pounds per M. Sq. Ft.

	<u>Amount</u>	<u>Unit # Tons. Etc.</u>
7. TOTAL LIME	138	#/1000 sq. ft.
8. TOTAL FERTILIZER	18.4	#/1000 sq. ft.
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Spring seeding is recommended, however, late summer (prior to September 1) seeding can be made. Permanent seeding should be made prior to August 5 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

**ATTACHMENT B**  
**Inspection Report**

**STORMWATER POLLUTION PREVENTION PLAN**

**INSPECTION REPORT**

**PROJECT INFORMATION**

Project Name: York Street Mixed Use Development

Address: 101 York Street  
Portland, Maine

**CONTRACTOR/SUBCONTRACTOR INFORMATION**

Inspector Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Qualifications: \_\_\_\_\_

**INSPECTION SUMMARY**

Date of Inspection: \_\_\_\_\_

Major Observations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN WITH THE FOLLOWING EXCEPTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTIONS NECESSARY TO BRING FACILITY INTO COMPLIANCE:

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REQUIRED MODIFICATIONS TO STORMWATER POLLUTION PREVENTION PLAN  
(MUST BE IMPLEMENTED WITHIN 7 DAYS OF INSPECTION):

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CERTIFICATION STATEMENT:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

---

Signature

---

Typed Name

---

Title

---

Date



## 6. Consistency with City Master Plans

The project is located in the B-3 Downtown Business Zone, the Downtown Entertainment Overlay Zone, and a small portion of site improvements is located in the Historic District.

The project developers believe that the project is consistent with the goals of the City and promotes the following purpose of the B-3 zone as follows:

- Maintain and enhance the role of the downtown as the business and commercial center of the region;  
*The proposed project will construct 17,505 sf. of flexible commercial space at the ground level of York Street and will construct 211 parking spaces to support the region.*
- Enhance and promote the orderly expansion of retail and service businesses downtown, satisfying the related needs of the city's resident, working and visitor populations;  
*The proposed project will construct 17,505 sf. of flexible commercial space at the ground level of York Street and will construct 211 parking spaces to support the region.*
- Encourage increased housing opportunity downtown for a diverse residential population;  
*The proposed project will construct 63 residential condominiums on the upper four floors on the mixed-use building.*
- Enhance the pedestrian environment through the encouragement of intensive mixed-use activities, through the enhancement and maintenance of public and private open space, and through the enlivenment and increased attractiveness of the street environment;  
*As previously mentioned, the proposed project is a mixed-use building. The proposal is for flexible commercial space at the street level ground floor and 63 residential condominiums on the upper four floors. Public and private improvements will significantly enhance the streetscape.*
- Encourage excellence in urban design;  
*The architectural design is evocative of the historic look and scale of buildings in the area, while bringing the best elements of contemporary design. Brick, granite, glass, and high-quality metals are arranged to create visual interest and employs a variation in materials, window types & sizes, and architectural details.*
- Preserve and capitalize on the unique character and historic fabric of the downtown through the encouragement of reuse of significant existing structures;  
*There are not significant existing structures to be preserve or reuse.*
- Reinforce the role of the downtown as a meeting place for community residents and visitors alike from all walks of life and all socio-economic groups;  
*The proposed project will construct shared patio space for 63 residential condominiums and the adjacent two-unit residence at 27 High Street.*

- Provide adequate parking and transportation facilities which promote accessibility, enhance and encourage development opportunity, and enhance and protect the pedestrian environment;  
*The proposed project will provide shared parking, shared driveways, reduce curb cuts, accessible parking and brick sidewalks.*
- Provide for the relocation of residents who are displaced by development.  
*The proposed project will construct 63 residential condominiums.*

### **Pedestrian-Oriented**

The project's redevelopment along York Street and at the intersection with High Street will significantly enhance the streetscape and promote pedestrian-oriented travel along the street frontage. Enhancements include building exterior, brick sidewalks, granite curbing, curb ramps, architectural lighting, granite sit walls, street trees and landscaped planters. The street-level flexible commercial space will be pedestrian friendly by providing floor to ceiling store front windows for create visual interest and by providing the individual tenants the ability for separate entrances from the street. These design elements meet the intent of the design guidelines and will create an enhanced and enjoyable pedestrian environment.

### **Contextual Architecture**

The land bordered by York Street, High Street, and Danforth Street in Portland, Maine sits between the Old Port District and the West End. In the great fire of July 4, 1866, much of the Old Port was burned and the fire stretched down to the corner of York and High Streets and was halted before reaching the West End. The rebuilding of the city after the fire resulted in the construction of many brick buildings in the Old Port area. The York Street Development is a "bridge" between these two areas of the city.

The York Street Development is an in-between condition and thus creates a "bridge" between the commercial brick buildings of the Old Port and the wood residential buildings of the West End. While the functions of the building are divided vertically, commercial space at street level and residential space on the upper levels, the architecture is divided by the Old Port and the West End.

The exterior facades of the building toward the Old Port are delineated in masonry; brick and granite. These facades are detailed in a simple fashion similar to the brick buildings that exist in the Old Port along the piers.

The exterior facades at the corner of York and High Streets are delineated with residentially scaled materials and colors similar to the buildings of the West End. These facades are details in a more ornate fashion with historically proportioned trim, storefront details and cornice.

## 7. Availability of Off-Site Facilities

The project is located within the city block of York Street, High Street, Danforth Street and Maple Street in a fully developed area of the City. There is significant utility infrastructure, including water, sewer, natural gas, electrical power, and telecommunications within close proximity to the project.

An Existing Conditions Plan is included in the site plan set of this application which depicts the location of the infrastructure around and within the site.

### Water

The project will construct a new service off from an 8-inch existing water main in York Street. The Portland Water District has provided a letter indicating the ability to serve the project.

### Natural Gas

Natural gas service will be provided by Unitil from an existing main in York Street. Unitil has provided a letter indicating the ability to serve the project.

### Storm Drainage

The proposed project will redevelop existing impervious surfaces (including gravel areas). Thus, the project is only required to meet the "basic" requirements pursuant to Portland's Stormwater Standards within the Technical Manual. Stormwater runoff will be collected onsite via drains and conveyed to the newly installed 48-inch municipal storm drain within High Street. The new municipal storm drain was recently installed as a stormwater and sanitary separation project and discharges to the ocean. Stormwater planters will be constructed to provide treatment for a portion of York Street to offset the small increase in impervious area.

The stormwater management report by Gorrill-Palmer is included in this application and addresses the design and analysis of the proposed storm drainage system in detail.

### Sanitary Sewer

One 8-inch sewer connection will be made for the building's sanitary discharge. In addition, a sewer connection will be made for drainage. This connection will support the drains for the lower level covered parking within the garage and the underdrains for the stormwater planters. Please note that oil and water separating catch basins will be utilized for the lower level to collect any runoff associated with car "drip" within the garage.

It should be noted that the first floor is flexible commercial space with the potential for a restaurant. Should it become certain that a restaurant will occupy tenant spaces, an internal in-kitchen grease trap will be installed to intercept flow from the kitchen drains.

A Wastewater Capacity Application has been completed and is included as part of the submission material.

### Electrical Power

Relocation of Overhead Power Lines along York Street - Central Maine Power (CMP) has existing overhead 3-phase power along the north side of York Street, the south side of Danforth Street, and single-phase power along the east side of High Street. Given the close proximity of the proposed building to York Street, as required by Portland's zoning ordinance, the proposal is to relocate the overhead power along York Street to the south side of the street. Consequently, the relocation will resolve conflicts with CMP's clearance requirements to the power lines.

New Power Services - The existing over-head single-phase power down High Court Street will be removed. New underground electric services will be installed underground from an existing pole on Danforth Street. With the execution of an easement with 78 Danforth Street, the new services and transformer will be installed along the common property line. CMP has provided a letter indicating the ability to serve the project.

### Telecommunications

Fairpoint and Time Warner Cable telecommunications are located overhead on the same poles as the power. The proposed services will be installed with the electric off from Danforth Street. Both Fairpoint and have provided letters indicating the ability to serve the project.



## Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

July 2, 2014

WBRC Architects-Engineers  
30 Danforth Street, Suite 306  
Portland, ME 04101

Attn: Chris Parent, EI  
Re: Danforth/York Parking Garage; 101 York Street, Portland  
Ability to Serve with PWD Water

Dear Mr. Parent:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on May 23, 2014. 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 does not constitute approval of this project from the District.** Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

### Existing Site Service

According to District records, the project site does currently have existing water service. There are numerous existing water services at this site connected to the water mains in York, High and Danforth Streets. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

### Water System Characteristics

According to District records, there are a combination of 6-inch and 8-inch diameter water mains within York, High and Danforth Streets, and public fire hydrants located as shown on the attached infrastructure map.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location: Danforth Street at Maple Street  
Hydrant Number: POD-HYD00133  
Last Tested: 3/26/2008  
Static Pressure: 91 psi  
Residual Pressure: 88 psi  
Flow: 1,644 GPM

### Public Fire Protection

You have not indicated whether this project will include the installation of new public hydrants to be accepted into the District water system. The decision to require new hydrants and to



determine their locations is solely that of the local fire department. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

#### Domestic Water Needs

The ability to serve request indicated that the new development is estimated to demand 5,520 gallons per day. The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

#### Private Fire Protection Water Needs

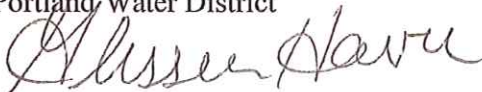
You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that 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 the MEANS Division to request a hydrant flow test and we will work with you to get more complete data.

#### Conditions of Service

The District can confirm that the existing water system and the sewer treatment and interception systems have the capacity to serve the proposed parking garage and mixed-use four story building. Please contact the City of Portland for specifics related to the City's sewer collection system. The District has found evidence of at least 13 existing water services from York, High and Danforth Streets that enter through the properties frontage. Any existing services that will no longer be used as a result of this development must be terminated at the water main per District standards. Typically service termination would be the responsibility of the developer; however, since the District has plans to replace the water mains in York, High and Danforth Streets. At the time of the new installation any unused services will not be reconnected to the new water main. If the timing of the District's renewal project permits, it may be beneficial to work with the development team to have any new services installed along with the new main installation.

As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water service line configuration. We will work with you to ensure that the design meets our current standards. If the District can be of further assistance in this matter, please let us know.

Sincerely,  
Portland Water District

  
Glissen Havu, E.I.  
Design Engineer



August 28, 2015

Barry Stowe  
Opechee Construction Corporation  
11 Corporate Drive  
Belmont NH 03220

Re: York Street Apartments, Mixed Use Plan, York Street, Portland, ME

Dear Mr. Stowe:

Thank you for your interest in using natural gas for the above referenced project.

Unitil has natural gas in the vicinity of this project to provide additional gas service. The evaluation to complete the design, costs and determining what the customer contribution may be, if any, can be completed once Unitil receives the completed design and load information. Unitil welcomes the opportunity for further discussions regarding this project.

If you have any further questions or require additional information, please contact me directly at (207) 541-2505 or at [fowler@unitil.com](mailto:fowler@unitil.com).

Sincerely,

Kelly Fowler  
Sr. Business Development Representative  
Unitil Corporation  
(o) 207-541-2505 (f) 207-541-2565

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ME GAS CUSTOMER ENERGY SOLUTIONS

1075 Forest Avenue  
Portland, ME 04103-3586

T 207-541-2508 [www.unitil.com](http://www.unitil.com)

## Barry Stowe

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**From:** Pelletier, Mark <mark.pelletier@twcable.com>  
**Sent:** Friday, July 10, 2015 10:45 AM  
**To:** Barry Stowe  
**Subject:** RE: Ability to serve letter for a new JB Brown mixed use building project

Barry,

Hoping this email will do for a "ability to serve" letter?

Time Warner Cable does have existing cable plant in the scope of work area and will be able to provide all our services to the project. A 4 inch conduit with rope will be needed to provide services to the bldg(s). I will need to get asset of Power company plans to see how/route they are going to take to provide pwr. I'll also need to get involved in a few of the first preconstruction utility meetings etc.

Please keep me in the loop and have a good weekend..

Mark

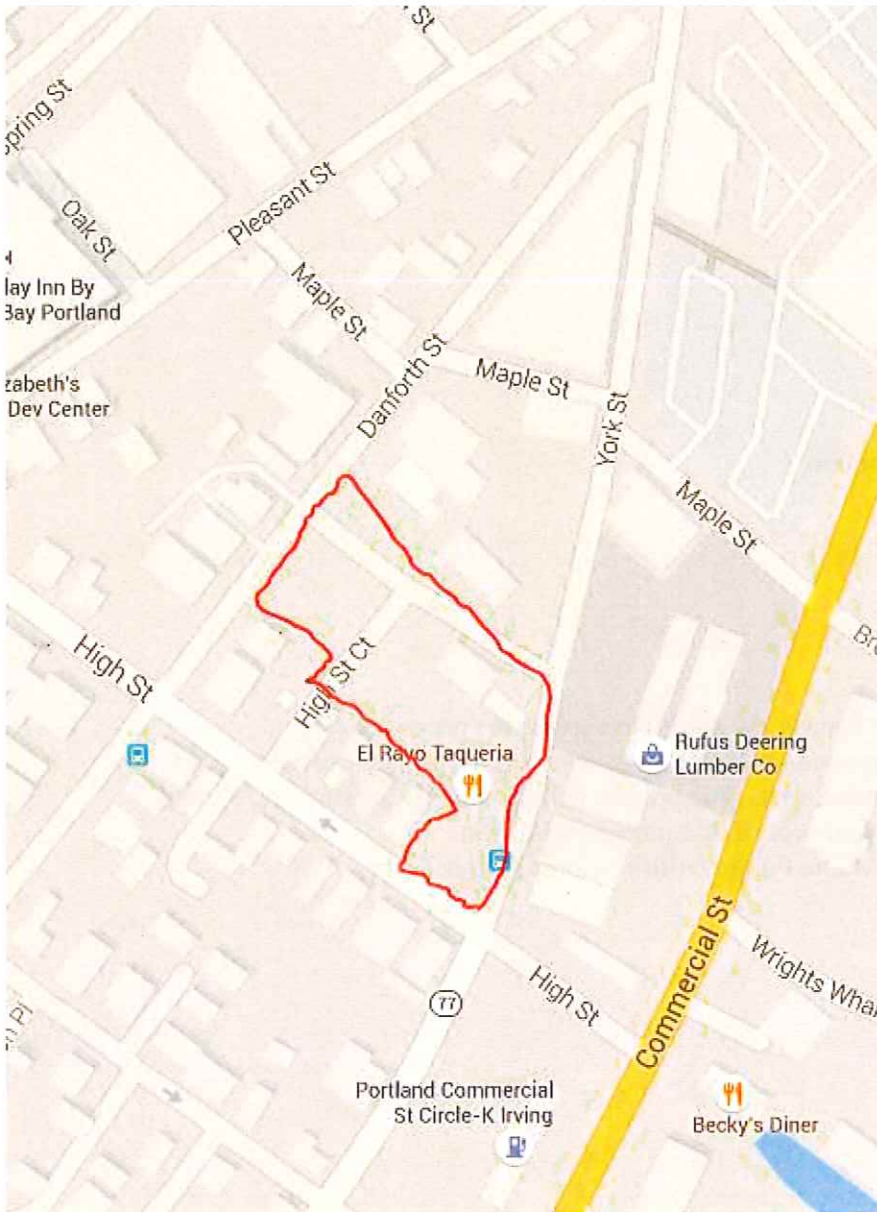
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**From:** Barry Stowe [<mailto:barrys@opechee.com>]  
**Sent:** Thursday, July 09, 2015 2:46 PM  
**To:** Pelletier, Mark  
**Subject:** Ability to serve letter for a new JB Brown mixed use building project

Hi Mark,

JB Brown & Sons is proposing to construct a new 5-story mixed use building and parking garage within the city block between York Street, High Street and Danforth Street. The project will provide 63 apartments, 17,000 sf flexible commercial space, and around 200 parking spaces. As part of the site permitting process, we need to provide the City with "ability to serve" letters from the various utility companies. I was hoping you could provide me with that letter. Opechee Construction Corporation is the same design/build general contractor that constructed the Marriott Courtyard on Commercial Street. If you require any information, please contact me.





Thank you,

Barry Stowe

Opechee Construction Corporation  
11 Corporate Dr | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

[barrys@opechee.com](mailto:barrys@opechee.com) | [www.opechee.com](http://www.opechee.com)

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Fairpoint Communications  
Engineering Dept.  
5 Davis Farm Rd  
Portland, Me. 04103  
November 18, 2014

Barry Stowe  
Opechee Construction Corporation  
11 Corporate Dr  
Belmont NH 03220

To whom it may concern:

Fairpoint Communications does have the ability to service the proposed new 5-story mixed use building and parking garage within the city block between York Street, High Street and Danforth Street. The project will provide 63 apartments, 17,000 sf flexible commercial space, and around 200 parking spaces in Portland, ME 04101 per the Maine Public Utilities Commission Tariff.

Sincerely,  
John Caprio  
Senior Network Engineer  
Fairpoint Communications  
jcaprio@fairpoint.com  
207-797-1678



Central Maine Power  
162 Canco Road, Portland, Maine 04103

1-800-750-4000

July 13, 2015

Opechee Construction Corporation  
C/O Mr. Barry Stowe  
11 Corporate Drive  
Belmont, NH 03220

RE: Three Phase Electric Service, York Street, Portland, Maine

Dear Mr. Stowe,

This letter is to advise you Central Maine Power has sufficient three phase electrical capacity in the area to serve the subject project.

Once the project is accepted by the City of Portland, the owner will need to call our Customer Service Center at 1-800-565-3181 to sign up for a New Account and a Work Request Order so we may provide an actual cost.

I will need to know what size service and voltage the Customer will be requesting.

If you have any questions please feel free to call me at 828-2882.

Sincerely,

Paul DuPerre  
Energy Service Specialist

# CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

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



Mr. Frank J. Brancely,  
Senior Engineering Technician,  
Phone #: (207) 874-8832,  
Fax #: (207) 874-8852,  
E-mail: fjb@portlandmaine.gov

Date: August 14, 2015

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

Site Address: 85 & 101 York Street 40-C: 3, 4, 5, 9, 18,  
Chart Block Lot Number: 21, 22, 25, 33 and  
High Street Court

Proposed Use: mixed-use commercial tenant space

Previous Use: restaurant, parking, office

Existing Sanitary Flows: 3,880 GPD

Existing Process Flows: n/a GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.  
Existing 36" sewer main in York Street

Site Category	Commercial (see part 4 below)	<input checked="" type="checkbox"/>
	Industrial (complete part 5 below)	<input type="checkbox"/>
	Governmental	<input type="checkbox"/>
	Residential	<input checked="" type="checkbox"/>
	Other (specify)	<input type="checkbox"/>

*(Clearly, indicate the proposed connections, on the submitted plans)*

**2. Please, Submit Contact Information.**

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

Owner/Developer Name: 101 York Street, LLC / J.B. Brown & Sons

Owner/Developer Address: 36 Danforth Street, Portland, ME 04101-4502

Phone: 207-774-5908 Fax: 207-774-0898 E-mail: veroneau@jbbrown.com

Engineering Consultant Name: Gorrill-Palmer

Engineering Consultant Address: 15 Shaker Road, Gray, ME 04039

Phone: 207-657-6910 Fax: n/a E-mail: APalmer@gorrillpalmer.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: 17,790 GPD

Peaking Factor/ Peak Times: 6am to 8am

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) see attached

*(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:

The first floor is flexible commercial space and its tenants is undetermined.

Size of External Grease Interceptor:

Retention Time:

If a restaurant is proposed, the grease trap will be an in-kitchen device.

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**

not applicable

Estimated Industrial Process Wastewater Flows Generated:

GPD

Do you currently hold Federal or State discharge permits?

Yes \_\_\_\_\_ No \_\_\_\_\_

Is the process wastewater termed categorical under CFR 40?

Yes \_\_\_\_\_ No \_\_\_\_\_

OSHA Standard Industrial Code (SIC):

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

Peaking Factor/Peak Process Times:

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

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

Notes, Comments or Calculation

See attached calculation my Gorrill-Palmer



JOB	York Street Mixed Use Development		
SHEET NO.	I	OF	2
CALCULATED BY	CEH	DATE	8/6/2015
CHECKED BY	AMP	DATE	8/7/2015
SCALE	None		

**Task:** Compute Existing Design Flow for the York Street space based on Table 4C of the Maine Subsurface Wastewater Disposal Rules for comparison to the Proposed Flow

**Assumptions:** Facility Information (Office Space, Restaurant Capacity) Provided by Opechee Construction  
Table 4C of the Maine Subsurface Wastewater Disposal Rules

**Existing Use:** 101 York Street - 1,300 sf Eating Place - Assumed 2 Meals per day, Assumed 20 Employees Per Day  
85 York Street - 1,300 sf Eating Place - Assumed 2 Meals per Day, 15 Employees Per Day  
- 9,000 sf Office Space - Assumed 45 Employees Per Day

**Wastewater Flow Per Use:**

Office Space- Place of Employment with no showers	12	gpd/employee			
101 York St Eating Place	20	gpd/seat (2 meals)	plus	12	gpd/employee
85 York St Eating Place	20	gpd/seat (2 Meals)	plus	12	gpd/employee

**Calculations:** See Below

**Conclusion:** Based on current DHS Methodolgy (Facility Usage) the current Design Flow is **3,880** gallons/day  
Existing Design Flow is less than proposed design flow.

**Water Use Calculations Based on Facility Usage**

Per Table 4C of the Maine Subsurface Wastewater Disposal Rules

**85 York St Office Space**

Number of Employees	45	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	<u>540</u>	gallons/day	

**Subtotal Design Flow 540 gallons/day**

**85 York St Eating Place**

Number of Seats	56	(Per Opechee)	
Flow Rate	20	gpd/seat	Per Table 4C
Subtotal	<u>1,120</u>	gallons/day	

Number of Employees	15	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	<u>180</u>	gallons/day	

**Subtotal Design Flow 1,300 gallons/day**

**101 York St Eating Place**

Number of Seats	90	(Per Opechee)	
Flow Rate	20	gpd/seat	Per Table 4C
Subtotal	<u>1,800</u>	gallons/day	

Number of Employees	20	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	<u>240</u>	gallons/day	

**Subtotal Design Flow 2,040 gallons/day**

**Total Design Flow 3,880 gallons/day**



JOB	York Street Mixed Use Development		
SHEET NO.	2	OF	2
CALCULATED BY	CEH	DATE	8/10/2015
CHECKED BY	AMP	DATE	8/10/2015
SCALE	None		

**Task:** Compute Proposed Design Flow for York Street based on Tables 4A and 4C of the Maine Subsurface Wastewater Disposal Rules for comparison to the Existing Flow

**Assumptions:** Facility Information (Retail/Restaurant Space, Number of Condominiums) Provided by Opechee Construction Tables 4A and 4C of the Maine Subsurface Wastewater Disposal Rules

**Proposed Use:** Condominiums - Four stories, 59 two-bedroom units and 4 three-bedroom units

Eating Place - 7,000 sf- Assumed 175 seats, 30 employees per day

Specialty Retail- 9,555 sf- Assumed 5 spaces at 8 Employees per space/day= 40 employees/day

**Wastewater Flow Per Use:**

2 Bedrooms or less	180	gpd/dwelling unit			
3 Bedroom	270	gpd/dwelling unit			
Eating Place	30	gpd/seat (3 Meals)	plus	12	gpd/employee
Specialty Retail- Place of Employment with no showers	12	gpd/employee			

**Calculations:** See Below

**Conclusion:** Based on current DHS Methodolgy (Facility Usage) the proposed Design Flow is **17,790** gallons/day  
Proposed Design Flow is greater than the existing flow

**Water Use Calculations Based on Facility Usage**

Per Table 4C of the Maine Subsurface Wastewater Disposal Rules

**2 Bedroom or less**

Number of Condos	59	(Per Opechee)	
Flow Rate	180	gpd/bed	Per Table 4A
Subtotal	10,620	gallons/day	

**Subtotal Design Flow 10,620 gallons/day**

**3 Bedroom**

Number of Condos	4	(Per Opechee)	
Flow Rate	270	gpd/seat	Per Table 4A
Subtotal	1,080	gallons/day	

**Subtotal Design Flow 1,080 gallons/day**

**Eating Place**

Number of Seats	175	(Assumed)	
Flow Rate	30	gpd/seat	Per Table 4C
Subtotal	5,250	gallons/day	

Number of Employees	30	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	360	gallons/day	

**Subtotal Design Flow 5,610 gallons/day**

**Specialty Retail**

Number of Employees	40	(Assumed)	
Flow Rate	12	gpd/employee	Per Table 4C
Subtotal	480	gallons/day	

**Subtotal Design Flow 480 gallons/day**

**Total Design Flow 17,790 gallons/day**

## 8. Solid Waste

### Residence:

-A solid waste room will be provided within the building adjacent to entrance. Residents will bring their trash to the room individually. A commercial waste management company will be retained to facilitate the trash/recycling operations.

### Commercial Space:

-Tenant's will remove their waste individually to offsite containers provided by J.B. Brown. A commercial waste management company will be retained to facilitate the trash/recycling operations for these offsite containers.



## 9. Code summary per NFPA 1 and Fire Dept. Standards

### Fire/Building Codes:

-The building will be designed in accordance with the City Building Code, as well as all applicable local, state, and federal codes/laws. The building will be fully sprinklered in accordance with NFPA 13, and will have fire detection/alarm systems as dictated by NFPA 72 and the underlying codes.

### Technical Standard 3.2 - Fire Hydrants:

-There are (7) municipal fire hydrants located within 500 feet radius of the building. Please see the attached GIS map from the Portland Water District

### Technical Standard 3.3 - Single and Two Family Residential Development:

- Not applicable

### Technical Standard 3.4 - Site Access Standards:

-Fire department access is provided via York Street and High Street for 2 sides of the building. Also, a portion of building will be accessible via an access driveway from Danforth Street.

- All site access provides no less than 9 feet in clearance height.

-All elevators will accommodate an 80 x 24 stretcher.

-The building will display the assigned street numbers

### Technical Standard 3.5 - Standards for emergency access lanes and gates:

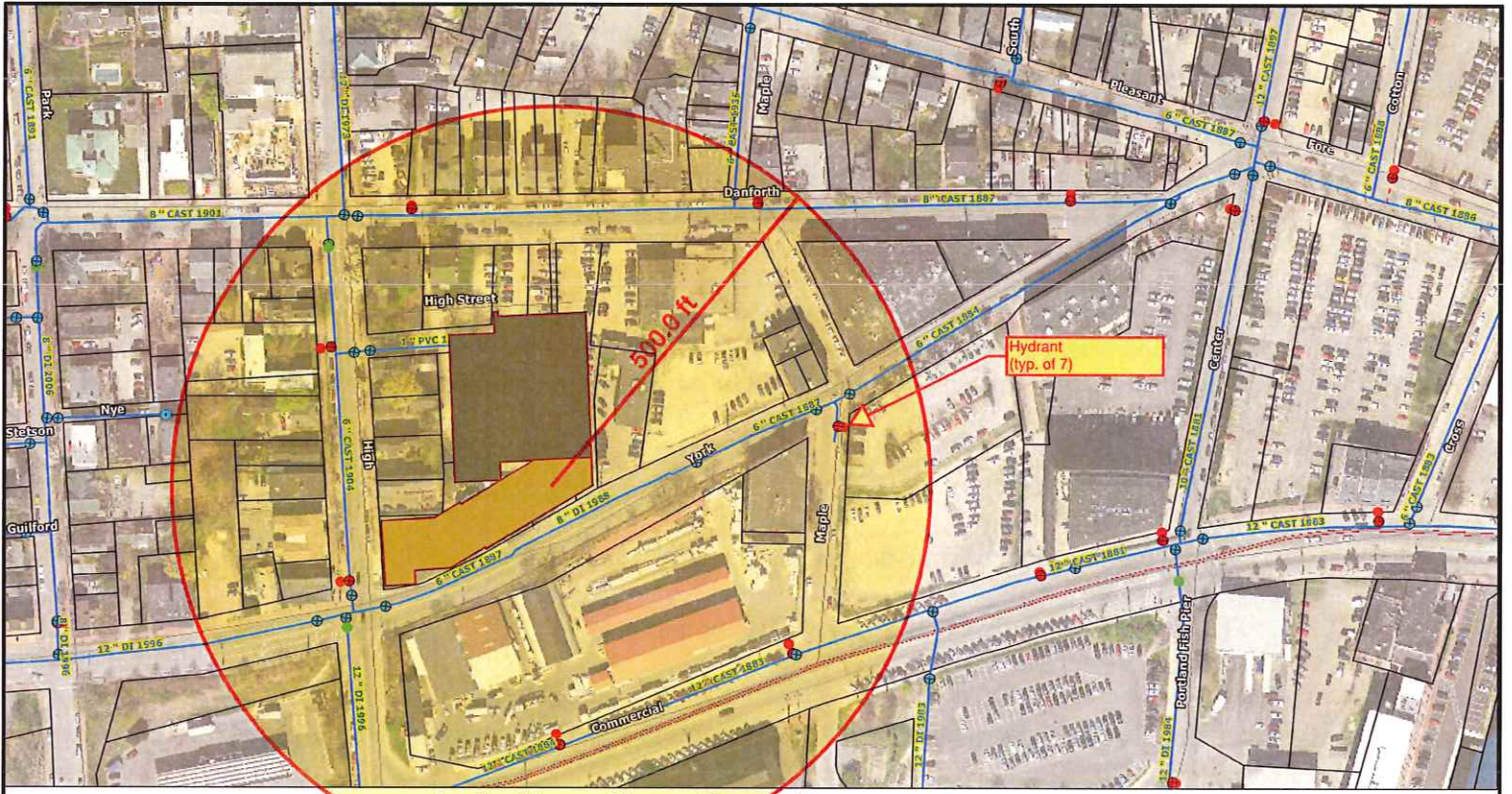
- Not applicable

### Technical Standard 3.6 - Subdivision Standards:

- Not applicable

### Technical Standards 3.7 through 3.11 - Standards for blasting and regulation of explosives:

- Geotechnical explorations were performed and the subsurface condition does contain bedrock. Based on the findings, large blast operations are anticipated. Accordingly, Opechee Construction Corporation will prepare an application in accordance with the technical standards for a blasting permit all the application information for a blasting permit for information. The standards for blasting and regulation of explosives for a large blast operation.



0 60 120 240 360 480 Feet 1 inch = 120 feet

**PORTLAND WATER DISTRICT**  
 225 Douglass Street  
 Portland, ME 04104

Legend	
	Air Valve
	Blow Off
	By Pass
	Distribution
	Transmission
	Connection
	Attribute Change
	Reducer
	Hydrant
	Hydrant Control
	Combined Service
	Domestic Service
	Fire Service
	Private Hydrants
	Meter P&S
	Manhole
	CSO
	Gravity
	Force

**York Street Project**  
 Portland

**Disclaimer:** This map is suitable for preliminary study and analysis and is based on PWD record information. PWD is not liable for any damages whatsoever resulting from inaccurate data or from errors made in the location and marking of its infrastructure.

Drawn By: Wavle  
 Scale: As Noted

Prepared For: Barry Stone  
 Date: 8/20/2015

## 10. Consistency With Design Standards

As described in other sections of this application, the project is consistent with the general design standards contained in Section 14-526 of the Land Use Ordinance. In addition, there are specific design standards applicable to the B-3 Downtown Business Zone that are set forth in the City of Portland Design Manual. For convenience and to ensure completeness of this section of the application, the B-3 Zone Design Standards are reproduced below and the applicant's statements regarding consistency follow each section in italics.

### (b) B-3 DOWNTOWN BUSINESS ZONE:

#### (1) STANDARDS.

- a. In addition to applicable standards of Section 14-526 of the Land Use Code, development located within the B-3 zone shall also meet the following standards. Adequacy in meeting these standards will be evaluated on the basis of descriptions and illustrations in the Downtown Urban Design Guidelines included as Appendix I of this manual. Nothing in this section is intended to discourage creative and responsive design or to mandate similarity or mimicry of design in order to achieve the standards herein:

1. Relationship to the pedestrian environment:

- i. General: The exterior design of portions of buildings within the first thirty-five (35) feet of height shall enhance the character, attractiveness, comfort, security, and usability of the street level pedestrian environment. Factors to be considered include the design, placement, character and quality of the following:

- 1) Storefronts and building facades, including such factors as relationship to adjacent or nearby structures or open space, pedestrian character, materials and detailing, transparency (having a visible transmittance (VT) of .7 or higher) and contemporary design;  
*The proposed building will have floor to ceiling pedestrian friendly store front windows that will provide visual interest. The windows will meet the visible transmittance requirement.*
- 2) Building entrances, including such factors as compatibility with the building's façade, prominence along the street, access to the street, and accessibility for physically handicapped or for those with special needs;  
*The commercial space on the first floor will have access to the street. With the utilization of floor to ceiling store front windows, entrance locations will be flexible to the final layout of the tenant space.*
- 3) Blank facades; and  
*The maximum length of undifferentiated blank wall is only 11 feet 4 inches.*

- 4) Special features, such as selective use of such features as building arcades and skywalks or elevated walkways.  
*The proposed public sidewalks building façade will include special features such as granite sit walls, planters, and stormwater planters to promote urban design elements. Some of these special features elevate a portion of the walkway above the street curb to maximize the length of building façade with at-grade street access.*

- b. Pedestrian Activities District (PAD): In addition to subsection 1 of this section, proposed development located within the pedestrian activities district (PAD) overlay zone, as shown on the pedestrian activities district map, a copy of which is on file in the department of planning and urban development, shall be designed and constructed to accommodate pedestrian oriented uses at the street level. In determining such design, the following factors should be considered:

*Not applicable. Project is not located in the PAD district.*

1. The exterior design of the street level building facade, including the placement of entrances, potential entrances, and window openings;
2. The design and placement of impenetrable exterior building features such as columns, piers, bearing walls and retaining walls;
3. The orientation of proposed street level uses to the street and the accessibility of floor area to the street by virtue of grade elevations and access;
4. The adequacy of the interior layout of the first twenty (20) feet in depth of the building along specified streets to accommodate viable pedestrian-oriented uses;
5. The continuity of street level uses as impacted by service entrances to parking structures or lots, drive-through facilities or other interruptions.

- c. Pedestrian activities district (PAD) encouragement areas: In addition to subsection 1 of this section, proposed development located within the pedestrian activities district (PAD) encouragement areas, as shown on the pedestrian activities district map, a copy of which is on file in the Planning and Urban Development Department, shall be designed and constructed to be reasonably capable of being converted to accommodate uses permitted in the PAD overlay zone in accordance with the factors set forth in subsection b. of this section.

*Not applicable. Project is not located in the PAD district encouragement area.*

- d. Sidewalk areas and open space: The design of publicly accessible sidewalk areas and open space shall complement the general pattern of the downtown pedestrian environment, conform to special City of Portland streetscape programs described in the Technical Manual, and enhance the attractiveness, comfort, security, and usability of the pedestrian environment. Factors to be considered include the design, placement, character, durability, and quality of the following:

1. Sidewalk, crosswalk, and street paving materials;  
*All the proposed sidewalks and the driveway crosswalk will utilize brick pavers to promote the downtown pedestrian environment. Also, the streets improvements will utilize granite curbing and bituminous concrete.*

2. Landscaping, planters, irrigation, and tree guards and grates;  
*The project proposes to enhance the streetscape with planters and street trees.*
  3. Lighting;  
*The project proposes new public street lighting along York Street and High Street. The project utilizes the Bayside District Medium Scale Light.*
  4. Pedestrian amenities such as benches and other seating, trash receptacles, kiosks, bus shelters, artwork, directional and informational signage, fountains, and other special features; and  
*The project proposes granite sit benches and stormwater planters as special features.*
  5. Sidewalk vendors and sidewalk cafes.  
*The project proposes a "plaza" area adjacent to the building. Depending on the tenants, this area could be utilized for outdoor seating and vendors.*
- e. Relationship to existing development:  
General: Proposed development shall respect, enhance, and be integrated with the existing character of the general pattern of development in the downtown, surrounding building environment and streetscape, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1). Factors to be considered include the relationship to the following existing patterns:  
*The proposed project creates a bridge between the commercial brick buildings of the Old Port and the wood residential buildings of the West End. While the functions of the building are divided vertically; commercial space at level 1 and residential space on the upper levels, the architecture is divided by the Old Port and the West End.*
- i. Street walls and building setbacks;  
*Please see the build-to setback waiver request above*
  - ii. Open space;  
*The project proposes open space and a common patio area for the proposed residences and the multi family residence at 27 High street*
  - iii. Building form, scale and massing;  
*The proposed project creates a bridge between the commercial brick buildings of the Old Port and the wood residential buildings of the West End.*
  - iv. Facade proportion and composition;  
*The exterior facades of the building toward the Old Port are delineated in masonry; brick and granite. These facades are detailed in a simple fashion similar to the brick buildings that exist in the Old Port along the piers. At the corner of York Street and High Street, the building is utilizes residentially scaled materials and colors*

*similar to the buildings of the West End. These facades are details in a more ornate fashion with historically proportioned trim, storefront details and cornice.*

v. Pedestrian circulation and building entrances;  
*Pedestrian circulation is provided throughout the proposed site. As it relates to the building entrances, commercial tenant space will have access from York Street and the residential condominiums will have access from High Street.*

vi. Parking.  
*The project will construct a parking garage with 211 spaces. There will be a net increase of 30 spaces in the post-development condition.*

2. Standards for increasing setback beyond street build-to line: A proposed development may exceed maximum setbacks as required in section 14-220(c) only where the applicant demonstrates to the Planning Board that the introduction of increased building setbacks at the street level:  
*The project is requesting relief from section 14-220(c). Please see the waiver request.*

i. Provides substantial and viable publicly accessible open space or other amenity at the street level that supports and reinforces pedestrian activity and interest. Such amenities may include without limitation plazas, outdoor eating spaces and cafes, or wider sidewalk circulation areas in locations of substantial pedestrian congestion;  
*The project will support pedestrian activity by proposing wider sidewalks, planters, granite sit walls, and a small plaza area.*

ii. Does not substantially detract from the prevailing street wall character by introducing such additional setback at critical building locations such as prominent form-defining corners, or create a sense of discontinuity in particularly consistent or continuous settings;  
*The proposal does include a building projection to define the York Street & High Street intersection corner.*

iii. Does not detract from existing publicly accessible open space by creating an excessive amount of open space in one (1) area or by diminishing the viability or liveliness of that existing open space; and  
*The proposed building setbacks are not excessive and the building will have an "on-street" presence. Please see the waiver request.*

iv. The area of setback is of high quality and character of design and of acceptable orientation to solar access and wind impacts as to be attractive to pedestrian activity.  
*The area of the setback is complementary of Portland's downtown in utilizing materials such as brick and granite.*

- v. Roof top appurtenances: All mechanical equipment, ventilating and air conditioning and other building systems, elevators, stairways, radio or television masts or equipment, or other rooftop elements not intended for human occupancy shall be fully enclosed in a manner consistent with the character, shape and materials of the principal building, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1);  
***The building proposes parapets above the roof level. The parapets will help screen any roof top mechanical. Please see the attached Building Section & Roof Top Plan.***
  
- f. Shadow impact on open space: The location, massing and orientation of portions of buildings in excess of sixty-five (65) feet in height shall be such that substantial shadow impacts on public plazas, parks, and other publicly accessible open space are avoided. In determining the impact of shadows, the following factors shall be taken into account: the amount of area shadowed, the time and duration of the shadow, and the importance of sunlight to the utility of the type of open space being shadowed, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1);  
***Not applicable. The building is not in excess of 65 feet in height.***
  
- g. Wind impacts: The location, massing, orientation and architectural design of a new building or a building addition shall be such that no significant adverse wind impacts are created. In determining the impact of winds, the following factors shall be taken into account: the pre-development and projected post-development wind speeds and their impact on pedestrian movement, comfort and safety; and the impact of projected wind speed the use of and comfort within existing and proposed pedestrian seating areas and other adverse impacts upon the surrounding area;  
***Although the project will be a 5-story structure from the predevelopment conditions, it's not anticipated to be significant and adverse***
  
- h. Setbacks from existing structures: The location and design of proposed structures shall not create a detrimental impact on the structural integrity or the safety of adjacent structures or the occupants thereof;  
***The project has been design to not have a detrimental impact on adjacent properties.***
  
- i. Building tops: Buildings or structures which exceed one hundred fifty (150) feet in height shall be designed so as to provide a distinctive top to the building which visually conveys a sense of interest and vertical termination to the building, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1);  
***Not applicable. The building is not in excess of 150 feet in height.***

## **HISTORIC DISTRICT:**

### **Section 14-651. Standards for review of new construction**

#### (a) Scale and form:

1. Height. In addition to the applicable requirements of articles III, IV and V of this chapter, the proposed height shall be visibly compatible with surrounding structures when viewed from any street or open space and in compliance with any design guidelines.

*Not applicable - site improvements only*

2. Width. The width of a building shall be visually compatible with surrounding structures when viewed from any street or open space and in compliance with any design guidelines.

*Not applicable - site improvements only*

3. Proportion of principal facades. The relationship of the width to the height of the principal elevations shall be visually compatible with structures, public ways and open spaces to which it is visually related.

*Not applicable - site improvements only*

4. Roof shapes. The roof shape of a structure shall be visually compatible with the structures to which it is visually related.

*Not applicable - site improvements only*

5. Scale of a structure. The size and mass of structures in relation to open spaces, windows, door openings, porches and balconies shall be visually compatible with the structures, public ways and places to which they are visually related.

*Not applicable - site improvements only*

6. Applicability to Congress Street historic district. In the Congress Street historic district, for new construction within the B3 zone, the historic preservation board shall not impose conditions more restrictive than the dimensional requirements (Sec 14-220) of the B3 zone.

*Not applicable - the project is not in the location on Congress Street historic district*

#### (b) Composition of principal facades:

1. Proportion of openings. The relationship of the width to height of windows and doors shall be visually compatible with structures, public ways and places to which the building is visually related.

*Not applicable - site improvements only*

2. Rhythm of solids to voids in facades. The relationship of solids to voids in the facade of a structure shall be visually compatible with structures, public ways and places to which it is visually related.

*Not applicable - site improvements only*

3. Rhythm of entrance porch and other projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the structures, public ways and places



to which they are visually related.

*Not applicable - site improvements only*

4. Relationship of materials. The relationship of the color and texture of materials (other than paint color) of the facade shall be visually compatible with the predominant materials used in the structures to which they are visually related.

*Not applicable - site improvements only*

5. Signs. Any new sign, and any change in the appearance of an existing sign located on a landmark within an historic district or within an historic landscape district, which is readily visible from any street or open space shall not be incongruous to the historic character of the landmark or district and shall comply with the criteria and guidelines specified in the design manual.

*Not applicable - site improvements only*

(c) Relationship to street:

1. Walls of continuity. Facades and site structures, such as masonry walls, fences and landscape masses, shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the structures, public ways and places to which such elements are visually related.

*Not applicable - site improvements only*

2. Rhythm of spacing and structures on streets. The relationship of a structure or object to the open space between it and adjoining structures or objects shall be visually compatible with the structures, objects, public ways and places to which it is visually related.

*Not applicable - site improvements only*

3. Directional expression of principal elevation. A structure shall be visually compatible with the structures, public ways and places to which it is visually related in its directional character, whether this be vertical character, horizontal character or nondirectional character.

*Not applicable - site improvements only.*

4. Streetscape, pedestrian improvements. Streetscape and pedestrian improvements and any change in the appearance thereof located adjacent to, or on a landmark, within an historic district or within an historic landscape district which is readily visible from any street or open space shall not be incongruous to the historic character of the landmark or district and shall comply with the criteria and guidelines specified in the design manual.

*Not applicable - improvements are on-site only*

(d) Other standards:

1. Compatible uses. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration to the character-defining features of the structure, object or site and its environment or to use a property for its originally intended purpose.

*The property will continue to be used for its originally intended purpose. No alterations are being made to character-defining features.*

2. Distinguishing original character. The distinguishing original qualities or character of a structure, object or site and its environment shall not be destroyed. The alteration of any historic material or distinctive architectural features should be avoided when possible.

*The project proposes site improvements only in the historic district. None of the materials to be razed are historic*

3. Archeological resources. Every reasonable effort shall be made to protect and preserve significant archeological resources affected by or adjacent to any project. If resources must be disturbed, mitigation measures shall be undertaken.

*The proposed site improvements are in areas that have been previous disturbed in the 2000's.*

4. Contemporary design. Contemporary design for additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant cultural, historical, architectural or archeological materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the size, scale, material and character of the property, neighborhood and environment.

*Not applicable*

5. Additions. Wherever possible, new additions to structures and objects shall be undertaken in such a manner that, if such additions were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

*Not applicable - no additions proposed*

**11. Verification HVAC meets state and federal emissions requirements**

HVAC equipment has not been specified and selected yet, but Opechee Construction Corporation, as an experienced design/build general contractor with on-staff licensed architects and engineers, will ensure that are specified and installed in full compliance with all codes and regulations, including but not limited to state and federal emissions requirements. The applicant request that the following requirement be made a condition of the planning board approvals:


*“All HVAC systems and external mechanical equipment shall meet the maximum allowable noise requirements of the zone; each unit shall submit documentation of dBA output to confirm compliance of both the unit and the building in respect of rated noise levels, to the satisfaction of the Zoning Administrator prior to the issuance of a Building Permit for that unit. This requirement shall be included in the Condominium documents.”*

## Neighborhood Meeting Certification

I, Vincent P. Veroneau, President, J.B. Brown & Sons, hereby certify that a neighborhood meeting was held on October 1, 2015 at 85 York Street at 6pm.

I also certify that on September 15, 2015, invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the "interested parties" list.

Signed,

 October 6, 2015

Attached to this certification are:

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

**J.B. BROWN & SONS**  
36 Danforth Street  
P.O. Box 207  
Portland, ME 04112-0207  
207-774-5908 (phone) 207-774-0898 (fax)

September 14, 2015

Dear Neighbor,

Please join us for a neighborhood meeting to discuss our proposal to construct an apartment building at the corner of York Street and High Street and a parking structure on the interior of the lot between York Street and Danforth Street.

**Meeting Location:** 85 York Street, 2<sup>nd</sup> Floor  
**Meeting Date:** October 1, 2015  
**Meeting Time:** 6:00pm

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, please call 774-5908.

Sincerely,



Vincent Veroneau  
J.B. Brown & Sons

Note:

Under Section 14-32(C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting 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 Department of Planning and Development, Planning Division 4<sup>th</sup> Floor, 389 Congress Street Portland, ME 04101 or by e-mail to: [bab@portlandmaine.gov](mailto:bab@portlandmaine.gov).



**Minutes of Neighborhood meeting**  
**101 York Street – Multi Use Development Project**  
**October 1, 2015**

Vincent Veroneau, President of JB Brown & Sons, introduced the project at the meeting. Mr. Veroneau explained the project would consist of approximately 210 parking spaces in a two level garage along with 63 residential apartments and approximately 17,000 ft.<sup>2</sup> of ground floor commercial space. The building will incorporate colored bricks at the corner of York and High Street to blend with the residential neighborhood and transition to red brick and granite at the Old Port end of the building.

After the general overview, the meeting was then open to questions.

**Will the ground floor space be retail or office?**

We do not have any tenants lined up at present. Our hope is local neighborhood retail services, but the market will ultimately determine what uses are viable. There may be a transition period where office uses may make sense, but we would limit it to open floor plan configurations – similar to the CIEE building on the other end of Fore Street.

**Do you have your approvals yet?**

No, the approval process is in its early stages. It largely begins with this neighborhood meeting. We are scheduled for a Historic Preservation Board meeting on Wednesday, October 7. Our first Planning Board meeting is scheduled for Tuesday, October 13.

**Does the Historic Preservation Board need to give approval?**

The project is not in an historic district; however, it is within 100 feet. Therefore, they have an advisory review and comment to the Planning Board

**Have you been approved for your height request?**

We have not asked for an increase in height for this project. You may be referring to the increase in height from 45' to 65' recommended by the Planning Board and currently in front of the City Council. We do not intend to increase the height of the project based on the proposal currently in front of the City Council

**What is the height of the project?**

Using the average grade of the property, we are within the 45' currently in the zoning code. That said, the average grade calculation does allow for the height along York Street to be in excess of 45'.

**What is the status of High St., Court?**

High St., Court is a private way and not a City street. We have made arrangements with the other property owners along High Street Court with respect to ongoing access.

**Will this project have access on High Street Court?**

No, access to the garage will be from York Street and from Danforth Street. Each entry point will only access one level of the garage.

**What about traffic?**

Given the historic uses on the property, we do not believe traffic will be appreciable worse than the current situation. Traffic is always messy in an urban setting, but on the positive side it indicates an economic vibrancy to the area.

**What are some other projects completed by J.B. Brown & Sons?**

We recently completed the Courtyard by Marriott on Commercial Street, an office building at Washington Park, and the KeyBank and Starbucks project on Route One in Falmouth

**Will stormwater be handled?**

We are required to meet Chapter 500 of the DEP regulations. Given the site is largely impervious at the present time; I believe this development will represent an improvement in both water quality and volume control post development.

**How will people access the building?**

Residential tenant's primary entrance will be off High Street. They will all also have access from the parking garage levels. The retail tenants will access from York Street.

**Will tenants have access to parking?**

Yes, both the commercial tenants and residential tenants will have priority in leasing parking spaces in the garage. We have sufficient parking for our proposed use and our current parkers on the lot.

The Neighbors appreciated the architecture of the building referencing that it's broken up along York Street and doesn't look like one giant building. Also, they referenced the design of the High Street corner being a different color brick and transitioning to red brick toward the Old Port District, was very well received. The meeting concluded at 6:45 with a general consensus that the project is a very positive improvement to both the corner of York and High Street and for the City of Portland.

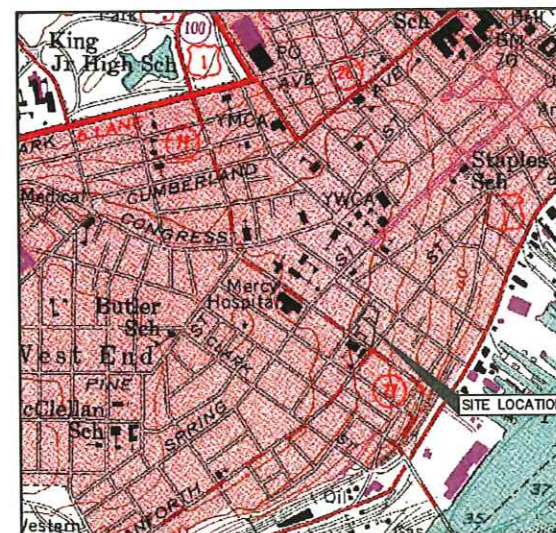


# YORK STREET MIXED USE DEVELOPMENT

## YORK STREET PORTLAND, MAINE

PROJECT PARCEL SITE PORTLAND ASSESSOR'S MAP & LOT NUMBERS	
MAP	LOT
40	21
40	22
40	26

**Applicant:**  
101 YORK ST, LLC  
36 DANFORTH ST  
PORTLAND, ME 04101



LOCATION MAP  
N.T.S.

### LEGEND

EXISTING	DESCRIPTION	PROPOSED
	BUILDING	
	RIGHT OF WAY	
	PROPERTY LINE	
	BUILDING SETBACK	
	ZONE LINE	
	WETLAND BOUNDARY	
	GUIDE RAIL	
	EDGE OF PAVEMENT	
	EDGE OF GRAVEL DRIVE	
	GRADING CONTOUR LINE	
	SPOT ELEVATION	
	TREELINE	
	TREES & HEDGES	
	POLE WITH LIGHT FIXTURE(S)	
	UTILITY POLE	
	FREESTANDING SIGN	
	PAINTED DIRECTIONAL TRAFFIC ARROW	
	OVERHEAD ELECTRIC/TELEPHONE	
	UNDERGROUND ELECTRIC/TELEPHONE	
	WATER LINE	
	STORM DRAIN LINE	
	CULVERT	
	HYDRANT	
	WATER GATE VALVE	
	WATER SHUT OFF VALVE	
	MANHOLE	
	CATCH BASIN	
	TEST PIT	
	IRON ROD (SET)	
	IRON ROD (FOUND)	
	MONUMENT	
	RIPRAP	
	SILT FENCE - PERIMETER	
	STONE SEDIMENT BARRIER	
	FENCE	

### GENERAL NOTES

1. TOPOGRAPHIC DATA AND EXISTING CONDITIONS WAS PREPARED BY OWEN HASKELL.
2. 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 AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. 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 ON-SITE INSPECTIONS OF THE OWNER, THE CITY OF PORTLAND OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
4. 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.
5. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, AND/OR CITY OF PORTLAND SPECIFICATIONS.

### PERMITTING NOTES

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A SITE PLAN APPROVAL FROM THE CITY OF PORTLAND. THE CONSTRUCTION WILL BE GOVERNED BY THE CITY OF PORTLAND ZONING ORDINANCE WHICH IS AVAILABLE FOR VIEWING AT THE OFFICE OF THE ENGINEER OR THE MUNICIPAL OFFICE.
2. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.

### LAYOUT NOTES

1. ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB.
2. OFFSETS TO CATCH BASINS AND MANHOLES ARE TO THE CENTER OF THE FRAME.
3. PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE-HALF OF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
4. PROPERTY LINE AND R.O.W. MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, BY A MAINE LICENSED LAND SURVEYOR.
5. PROPOSED RIGHT OF WAY MONUMENTS AND PROPERTY LINE PINS SHALL BE INSTALLED UNDER THE DIRECTION OF A MAINE LICENSED LAND SURVEYOR.
6. CURB RADII UNLESS OTHERWISE NOTED ON THE PLAN SHALL BE A MINIMUM OF 3'.

### UTILITY NOTES

1. ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO PORTLAND WATER DISTRICT STANDARDS. ALL WATER DISTRIBUTION PIPING SHALL BE CLASS 52 DUCTILE IRON PIPE, DOUBLE CEMENT LINED AND BITUMINOUS COATED CONFORMING TO AWWA/ANSI C104/A21.4. DISINFECTION OF WATER LINES SHALL CONFORM TO AWWA STANDARD C651, LATEST REVISION.
2. THE LOCATION OF THE PROPOSED UNDERGROUND ELECTRICAL SERVICE IS APPROXIMATE AND THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION WITH CENTRAL MAINE POWER COMPANY.
3. THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL BE PLACED ON THE WATER DISTRIBUTION LINES AT ALL BENDS, TEES, VALVES, CHANGES IN DIRECTION, ETC. THE THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL MEET THE REQUIREMENTS OF THE PORTLAND WATER DISTRICT STANDARDS.
4. TEST PITS AT ALL UTILITY CROSSINGS SHALL BE COMPLETED TWO WEEKS IN ADVANCE OF THE START OF CONSTRUCTION OR ORDERING OF MATERIALS. TEST PIT INFORMATION SHALL BE PROMPTLY PROVIDED TO ENGINEER FOR REVIEW.

### GRADING AND DRAINAGE NOTES

1. UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 605-- PIPE CULVERTS AND STORM DRAINS. LATEST REVISION WITH THE EXCEPTION THAT THE ONLY ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:  
REINFORCED CONCRETE PIPE, CLASS III  
POLYVINYL-CHLORIDE (PVC) PIPE  
SMOOTH BORE POLYETHYLENE - ADS OR HANCOR
2. TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED ON SITE AT A LOCATION TO BE DESIGNATED BY THE OWNER. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFF SITE.
3. 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.

### EROSION CONTROL NOTES

1. LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE THAT CAUSES THE LEAST PRACTICAL DISTURBANCE OF THE SITE.
2. PRIOR TO BEGINNING ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL THE PERIMETER SILT FENCES AND THE CONSTRUCTION ENTRANCE.
3. ALL GROUND AREAS DISTURBED FOR CONSTRUCTION WILL BE GRADED, LOAMED AND SEEDED AS SOON AS POSSIBLE. PERMANENT SEED MIXTURE SHALL CONFORM TO THE SEEDING PLAN CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C405.
4. PRIOR TO PAVING, THE CONTRACTOR SHALL FLUSH SEDIMENT FROM ALL STORM DRAIN LINES, REMOVE ACCUMULATED SEDIMENT FROM SUMPS AND INVERTS AND PROPERLY DISPOSE OF.
5. ALL CATCH BASINS WITH OUTLET PIPES 18" DIAMETER OR LESS SHALL BE PROVIDED WITH A "SNOUT" SEDIMENTATION HOOD PER DETAIL.
6. SILT FENCES SHALL BE INSPECTED, REPAIRED AND CLEANED AS NOTED IN THE EROSION CONTROL NOTES.
7. THE CONTRACTOR SHALL REPAIR AND ADD STONE TO THE CONSTRUCTION ENTRANCE AS IT BECOMES SATURATED WITH MUD TO ENSURE THAT IT WORKS AS PLANNED DURING CONSTRUCTION.
8. SILT REMOVED FROM AROUND INLETS AND BEHIND THE SILT FENCES SHALL BE PLACED ON A TOPSOIL STOCKPILE AND MIXED INTO IT FOR LATER USE IN LANDSCAPING OPERATIONS.
9. EROSION CONTROL NOTES ACCOMPANY THIS PLAN SET AND ARE CONTAINED ON DRAWING C405 OF THIS PLAN SET.
10. THE MAINTENANCE SCHEDULE FOR THE CATCH BASIN SEDIMENT SUMPS IS CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C405.
11. THE CONTRACTOR IS CAUTIONED THAT FAILURE TO COMPLY WITH THE SEQUENCE OF CONSTRUCTION, EROSION/SEDIMENT CONTROL PLAN, AND OTHER PERMIT REQUIREMENTS BASED UPON ANY THIRD PARTY REVIEW (ie MDEP) MAY RESULT IN MONETARY PENALTIES. THE CONTRACTOR SHALL BE ASSESSED ALL SUCH PENALTIES AT NO COST TO THE OWNER OR PERMITTEE.
12. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOAMED AND SEEDDED, UNLESS OTHERWISE DIRECTED BY THE OWNER.
13. ALL DISTURBED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL PRIOR TO PERMANENT SEEDING.

### UTILITIES

- WATER:**  
PORTLAND WATER DISTRICT  
225 DOUGLASS STREET  
PORTLAND, MAINE 04102  
(207) 781-8300  
CONTACT: FRANK BRANCELLO
- SEWER:**  
DEPARTMENT OF PUBLIC SERVICES  
55 PORTLAND STREET  
PORTLAND, MAINE 04101-2991  
(207) 874-8832  
CONTACT: FRANK BRANCELLO
- ELECTRIC:**  
CENTRAL MAINE POWER  
162 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 828-2882  
CONTACT: JAMES COUGH
- TELEPHONE:**  
VERIZON  
5 DAVIS FARM ROAD  
PORTLAND, MAINE 04103  
(207) 797-1842  
CONTACT: TROY MACDONALD
- CABLE:**  
TIME WARNER CABLE  
118 JOHNSON ROAD  
PORTLAND, MAINE 04102  
(207) 253-2222

### INDEX

- C0.00 COVER SHEET, GENERAL NOTES, & LEGEND
- C1.01\* ALTA SURVEY PLAN
- C1.02\* NEW DIVISION OF LOTS
- C1.03 SUBDIVISION PLAN
- C1.04 SUBDIVISION NOTES & DETAILS
- C2.01 DEMOLITION PLAN
- C3.01 OVERALL SITE AND UTILITY PLAN
- C3.02 SITE PLAN AND UTILITY PLAN
- C4.01 GRADING, DRAINAGE, AND EROSION CONTROL PLAN
- C5.01 SITE & UTILITY DETAILS
- C6.01 EROSION CONTROL NOTES
- C7.01\* HARDSCAPE PLAN & DETAILS
- C7.02\* HARDSCAPE PLAN & DETAILS
- C7.03\* LANDSCAPE PLAN - COMMERCIAL
- C7.04\* LANDSCAPE PLAN - RESIDENTIAL
- C8.01\* LIGHTING & PHOTOMETRICS PLAN
- C8.02\* LIGHTING SPECIFICATIONS
- C9.01\* BUILDING ELEVATIONS
- C9.02\* BUILDING SECTION & ROOF PLAN
- C9.03\* LOWER LEVEL FLOOR PLAN
- C9.04\* SECOND LEVEL FLOOR PLAN
- C9.05\* UPPER LEVEL FLOOR PLAN
- C10.01\* CONSTRUCTION MANAGEMENT PLAN

\*DENOTES PLANS PROVIDED BY OTHERS:  
- OPECHEE CONSTRUCTION CORPORATION  
- OWEN HASKELL INC.  
- ELM GROVE PROPERTY SOLUTIONS, LLC

### PERMITS

TYPE OF PERMIT  
LEVEL 3 SITE PLAN REVIEW

GOVERNING BODY  
CITY OF PORTLAND  
PLANNING DEPARTMENT  
389 CONGRESS STREET  
PORTLAND, MAINE 04101  
(207) 874-8719

SUBMITTED:  
8/11/2015

CALL BEFORE YOU DIG  
1-888-344-7233

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



Rev.	Date	Revision

SITE PLAN REVIEW	8/14/15	AMP
Issued For	Date	By

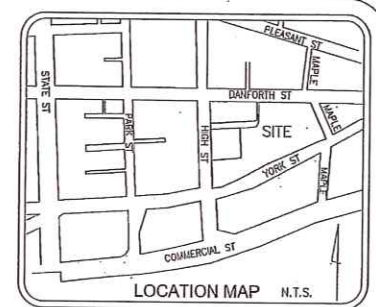
Design:	Draft:	Date:
CG	CG	JUNE 2015
Checked:	Scale:	Job No.:
	1"=20'	3018
File Name: 3018-COVER.dwg		
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc. (GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.		



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207.657.6910

Drawing Name:	Cover Sheet
Project:	York Street - Mixed Use Development Portland, Maine
Client:	York Street, LLC 36 Danforth Street, Portland, ME 04101

Drawing No.	CO
-------------	----



NOTES

- OWNERS OF RECORD, TAX MAP AND LOT, DEED BOOK/PAGE:  
 J.B. BROWN & SONS 40-C-34 4842/336  
 40-C-5,9 4156/65  
 40-C-18 24531/339  
 40-C-25 27156/179  
 40-C-33 24127/341  
 40-C-21 24372/292  
 THOMAS L. MCGINNIS 40-C-22 26143/287  
 HARBORVIEW, LLC
- BEARINGS ARE GRID NORTH AND ELEVATIONS ARE CITY DATUM AS BASED ON MONUMENTS FOUND AS SHOWN AND TIES OFF BUILDING AT DANFORTH AND NORTHWEST SIDE OF YORK STREET AND MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF STATE STREET AND NORTHWEST LINE OF YORK STREET.
- STREET LINES OF HIGH STREET, DANFORTH STREET AND MAPLE STREET ARE BASED ON MONUMENTS FOUND AS SHOWN AND TIES OFF BUILDING AT MAPLE AND YORK AS SHOWN ON CITY ENGINEERING PLANS. STREET LINE OF YORK STREET BASED ON SURVEYS BY H.L. & E.C. JORDAN - SURVEYORS.
- LINE OF LOTS 1 AND 2 AND HIGH STREET COURT BASED ON PLAN REFERENCE ONE.
- THE REAR LINE OF LOTS 14, 15, AND 16 BASED ON PLAN REFERENCE ONE AND TWO.
- THE LINES OF LOT 26 BASED ON FIELD NOTES FROM JORDAN SURVEY FOR FOX AND GINN IN JANUARY 1958.
- STATUS OF AND RIGHTS OF OTHERS IN HIGH STREET COURT NOT KNOWN. STATUS OF AND RIGHTS OF OTHERS IN PALERMO ROAD, AS SHOWN ON TAX MAP, NOT SHOWN.
- THE BUILDING ON LOT 38 ENCLOSES OVER THE PROPERTY LINES. PLAN REFERENCE 10 SHOWS LINES DIFFERENTLY. THE DEED TO LOT 38 CALLS FOR THE LINE TO BE 36 FEET FROM THE ORIGINAL BUILDING AT THE CORNER OF STREETS. BUILDING ADDITION IS 36.2 LONG. PROPERTY LINE OF 85.6 FEET TAKEN FROM 1956 FIELD NOTES IN PLAN REFERENCE 2.
- LOCUS FALLS IN FLOOD ZONE C, AREAS OF MINIMAL FLOODING, ON FLOOD INSURANCE RATE MAP 230051-0013B EFFECTIVE DATE JULY 17, 1986.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.
- PLAN REFERENCE 4 SHOWS LINES THAT DO NOT MATCH DEED, REFERENCES AN AGREEMENT WITH J.B. BROWN & SONS, AND REFERENCES AN EXCHANGE OF DEEDS. NO AGREEMENT DEEDS WERE FOUND.
- INTERIOR LINES CREATED FROM DEED DIMENSIONS OF OLD PLANS AND FIELD BOOKS OF H.L. & E.C. JORDAN COMPANY. SOME ABUTTING DEEDS DO NOT MATCH BY DIMENSION. SOME LINES ARE MISSING ANGLES AND/OR DISTANCES.

ALTA/ACSM Land Title Survey

on High, Danforth, Maple & York Streets  
Portland, Cumberland County, Maine  
made for J.B. Brown & Sons

Surveyor's Certification

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND INSPS. THE FIELD WORK WAS COMPLETED ON DECEMBER 2, 2013.

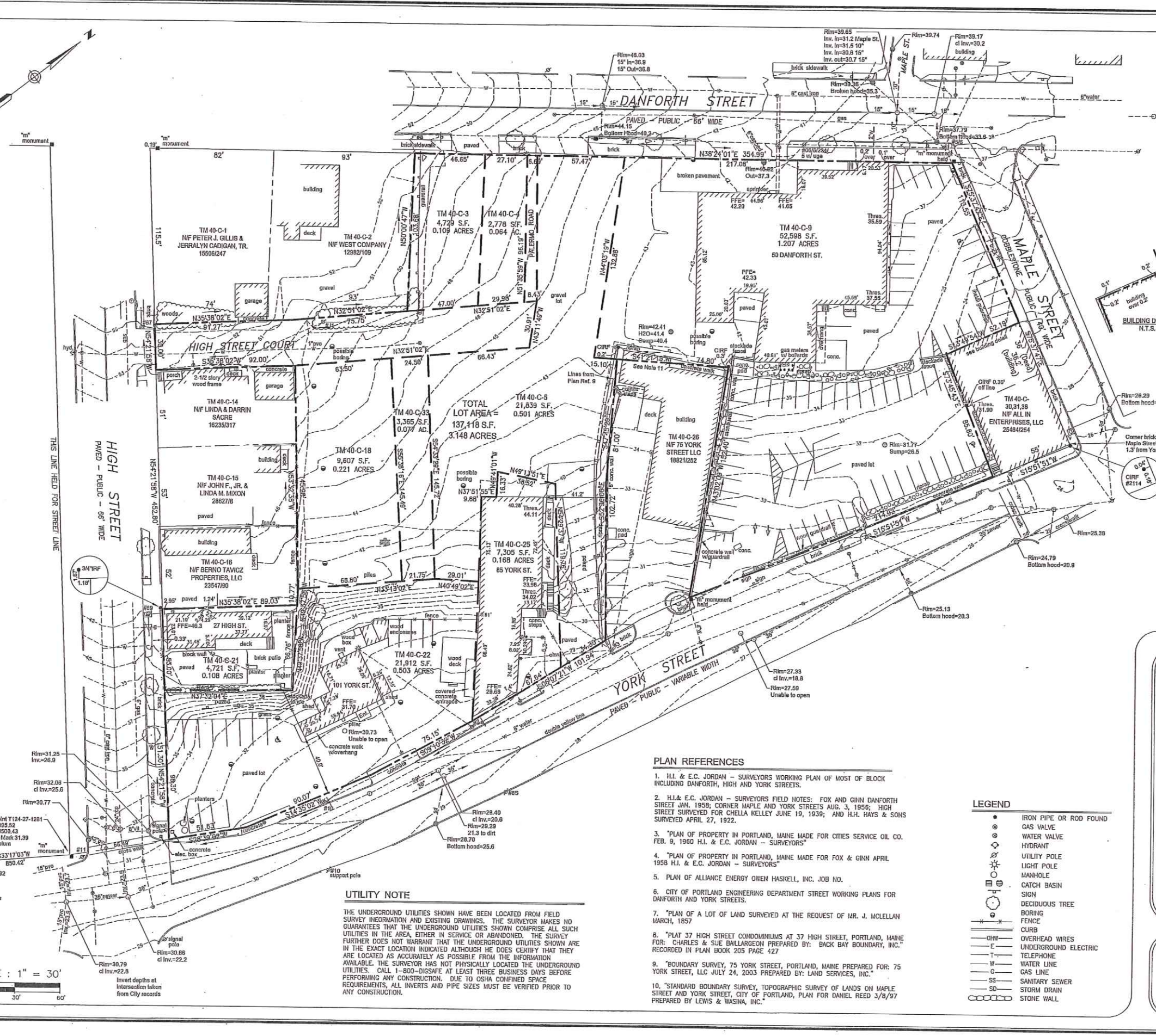
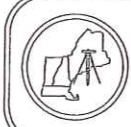
John C. Schwanda  
JOHN C. SCHWANDA  
PROFESSIONAL LAND SURVEYOR NO. 1252  
IN THE STATE OF MAINE  
DATE OF PLAN: DECEMBER 3, 2013  
REVISION DATE: JUNE 9, 2015  
(ADD INTERIOR LOT LINES WITH DIMENSIONS & AREAS; NOTE 12)



OHI JOB NO. 2013-194P/2015-125P

OWEN HASKELL, INC.

PROFESSIONAL LAND SURVEYORS  
390 U.S. Route One, Unit #10  
Falmouth, Maine 04105  
Tel. (207)774-0424 Fax (207)774-0511  
www.owenhaskell.com



PLAN REFERENCES

- H.L. & E.C. JORDAN - SURVEYORS WORKING PLAN OF MOST OF BLOCK INCLUDING DANFORTH, HIGH AND YORK STREETS.
- H.L. & E.C. JORDAN - SURVEYORS FIELD NOTES: FOX AND GINN DANFORTH STREET JAN. 1958; CORNER MAPLE AND YORK STREETS AUG. 3, 1956; HIGH STREET SURVEYED FOR CHELLA KELLEY JUNE 19, 1939; AND H.H. HAYS & SONS SURVEYED APRIL 27, 1922.
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR CITIES SERVICE OIL CO. FEB. 9, 1980 H.L. & E.C. JORDAN - SURVEYORS"
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR FOX & GINN APRIL 1958 H.L. & E.C. JORDAN - SURVEYORS"
- PLAN OF ALLIANCE ENERGY OWEN HASKELL, INC. JOB NO.
- CITY OF PORTLAND ENGINEERING DEPARTMENT STREET WORKING PLANS FOR DANFORTH AND YORK STREETS.
- "PLAN OF A LOT OF LAND SURVEYED AT THE REQUEST OF MR. J. MCLELLAN MARCH, 1857"
- "PLAT 37 HIGH STREET CONDOMINIUMS AT 37 HIGH STREET, PORTLAND, MAINE FOR: CHARLES & SUE BALLARGEON PREPARED BY: BACK BAY BOUNDARY, INC. RECORDED IN PLAN BOOK 205 PAGE 427"
- "BOUNDARY SURVEY, 75 YORK STREET, PORTLAND, MAINE PREPARED FOR: 75 YORK STREET, LLC JULY 24, 2003 PREPARED BY: LAND SERVICES, INC."
- "STANDARD BOUNDARY SURVEY, TOPOGRAPHIC SURVEY OF LANDS ON MAPLE STREET AND YORK STREET, CITY OF PORTLAND, PLAN FOR DANIEL REED 3/8/97 PREPARED BY LEWIS & WASHNA, INC."

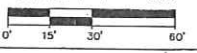
LEGEND

- IRON PIPE OR ROD FOUND
- GAS VALVE
- WATER VALVE
- HYDRANT
- UTILITY POLE
- UTILITY POLE
- MANHOLE
- CATCH BASIN
- SIGN
- DECIDUOUS TREE
- BORING
- FENCE
- CURB
- OVERHEAD WIRES
- UNDERGROUND ELECTRIC
- TELEPHONE
- WATER LINE
- GAS LINE
- SANITARY SEWER
- STORM DRAIN
- STONE WALL

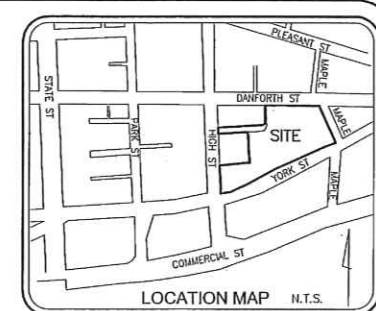
UTILITY NOTE

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 SURVEY 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 THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-800-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.

SCALE: 1" = 30'



Invert depths at intersection taken from City records



NOTES

- OWNERS OF RECORD, TAX MAP AND LOT, DEED BOOK/PAGE:  
 J.B. BROWN & SONS 40-C-3,4 4842/335  
 40-C-5,9 4156/65  
 40-C-18 24531/339  
 40-C-25 27156/179  
 40-C-33 24127/341  
 40-C-21 24372/292  
 THOMAS L. MCGWINNIS 40-C-22 26143/287  
 HARBORVIEW, LLC
- BEARINGS ARE GRID NORTH AND ELEVATIONS ARE CITY DATUM AS BASED ON MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF HIGH STREET AND NORTHWEST SIDE OF YORK STREET AND MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF STATE STREET AND NORTHWEST LINE OF YORK STREET.
- STREET LINES OF HIGH STREET, DANFORTH STREET AND MAPLE STREET ARE BASED ON MONUMENTS FOUND AS SHOWN AND TIES OFF BUILDING AT MAPLE AND YORK AS SHOWN ON CITY ENGINEERING PLANS. STREET LINE OF YORK STREET BASED ON SURVEYS BY H.I. & E.C. JORDAN - SURVEYORS.
- LINE OF LOTS 1 AND 2 AND HIGH STREET COURT BASED ON PLAN REFERENCE ONE.
- THE REAR LINE OF LOTS 14, 15, AND 16 BASED ON PLAN REFERENCE ONE AND TWO.
- THE LINES OF LOT 26 BASED ON FIELD NOTES FROM JORDAN SURVEY FOR FOX AND GINN IN JANUARY 1958.
- STATUS OF AND RIGHTS OF OTHERS IN HIGH STREET COURT NOT KNOWN. STATUS OF AND RIGHTS OF OTHERS IN PALERMO ROAD, AS SHOWN ON TAX MAP, NOT SHOWN.
- THE BUILDING ON LOT 38 ENCRoACHES OVER THE PROPERTY LINES. PLAN REFERENCE 10 SHOWS LINES DIFFERENTLY. THE DEED TO LOT 38 CALLS FOR THE LINE TO BE 36 FEET FROM THE ORIGINAL BUILDING AT THE CORNER OF STREETS. BUILDING ADDITION IS 36.2 LONG. PROPERTY LINE OF 85.6 FEET TAKEN FROM 1958 FIELD NOTES IN PLAN REFERENCE 2.
- LOCUS FALLS IN FLOOD ZONE C, AREAS OF MINIMAL FLOODING, ON FLOOD INSURANCE RATE MAP 230051-0013B EFFECTIVE DATE JULY 17, 1986.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.
- PLAN REFERENCE 4 SHOWS LINES THAT DO NOT MATCH DEED, REFERENCES AN AGREEMENT WITH J.B. BROWN & SONS, AND REFERENCES AN EXCHANGE OF DEEDS. NO AGREEMENT DEEDS WERE FOUND.

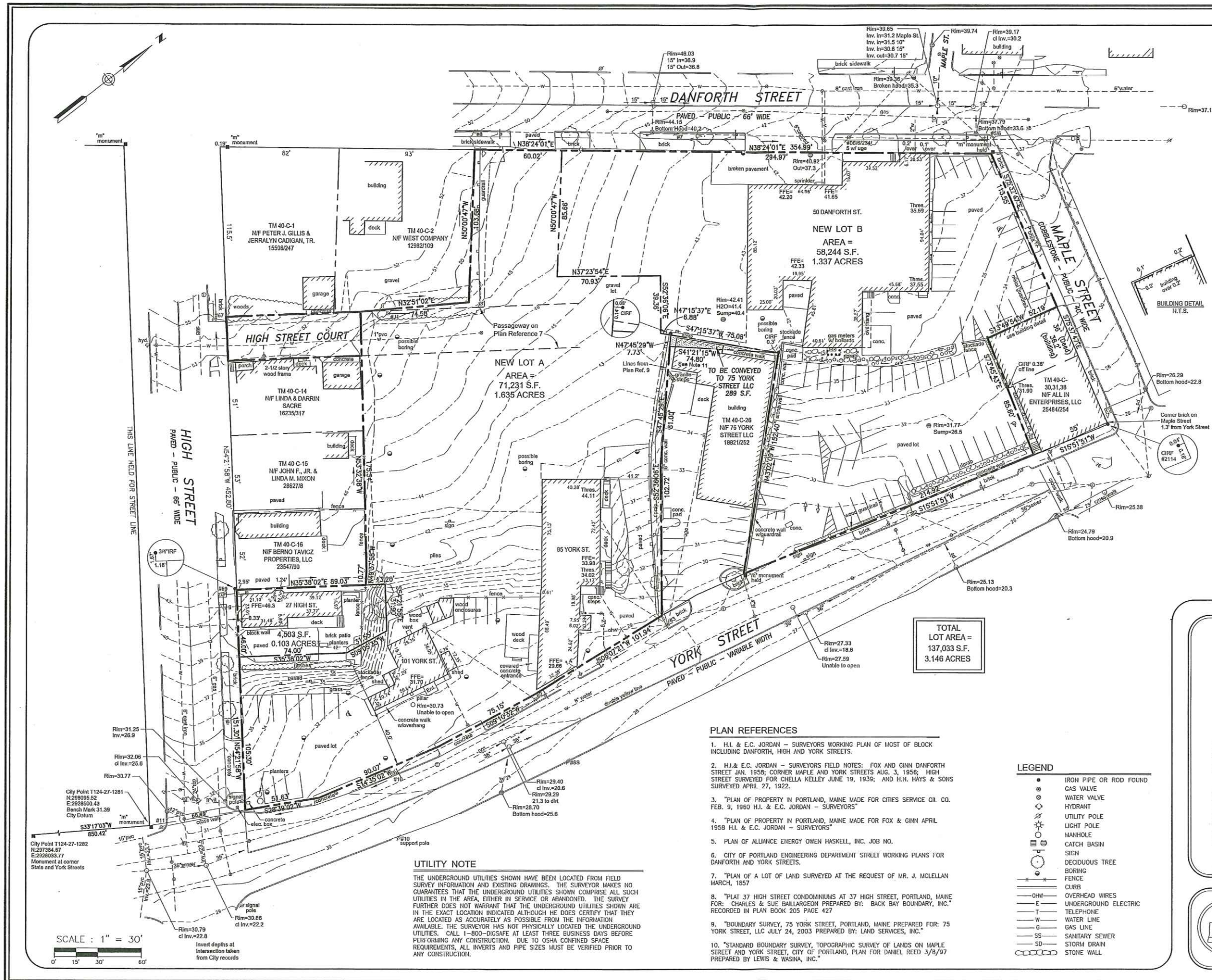
**New Division of Lots**  
 on  
 High, Danforth, Maple & York Streets  
 Portland, Cumberland County, Maine  
 made for  
**J.B. Brown & Sons**  
 Surveyor's Certification

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON DECEMBER 2, 2013.

*John C. Schwanda*  
 JOHN C. SCHWANDA  
 PROFESSIONAL LAND SURVEYOR NO. 1252  
 IN THE STATE OF MAINE  
 DATE OF PLAN: DECEMBER 3, 2013  
 REVISION DATE: AUGUST 5, 2015  
 (NEW DIVISION OF LOTS)

OHI JOB NO. 2013-194P/2015-125P

**OWEN HASKELL, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 390 U.S. Route One, Unit #10  
 Falmouth, Maine 04105  
 Tel. (207)774-0424 Fax (207)774-0511  
 www.owenhaskell.com

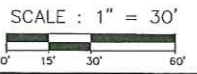


- PLAN REFERENCES**
- H.I. & E.C. JORDAN - SURVEYORS WORKING PLAN OF MOST OF BLOCK INCLUDING DANFORTH, HIGH AND YORK STREETS.
  - H.I. & E.C. JORDAN - SURVEYORS FIELD NOTES: FOX AND GINN DANFORTH STREET JAN. 1958; CORNER MAPLE AND YORK STREETS AUG. 3, 1956; HIGH STREET SURVEYED FOR CHELLA KELLEY JUNE 19, 1939; AND H.H. HAYS & SONS SURVEYED APRIL 27, 1922.
  - "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR CITIES SERVICE OIL CO. FEB. 9, 1960 H.I. & E.C. JORDAN - SURVEYORS"
  - "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR FOX & GINN APRIL 1958 H.I. & E.C. JORDAN - SURVEYORS"
  - PLAN OF ALLIANCE ENERGY OWEN HASKELL, INC. JOB NO.
  - CITY OF PORTLAND ENGINEERING DEPARTMENT STREET WORKING PLANS FOR DANFORTH AND YORK STREETS.
  - "PLAN OF A LOT OF LAND SURVEYED AT THE REQUEST OF MR. J. MCLELLAN MARCH, 1857"
  - "PLAT 37 HIGH STREET CONDOMINIUMS AT 37 HIGH STREET, PORTLAND, MAINE FOR: CHARLES & SUE BALLARGEON PREPARED BY: BACK BAY BOUNDARY, INC." RECORDED IN PLAN BOOK 205 PAGE 427
  - "BOUNDARY SURVEY, 75 YORK STREET, PORTLAND, MAINE PREPARED FOR: 75 YORK STREET, LLC JULY 24, 2003 PREPARED BY: LAND SERVICES, INC."
  - "STANDARD BOUNDARY SURVEY, TOPOGRAPHIC SURVEY OF LANDS ON MAPLE STREET AND YORK STREET, CITY OF PORTLAND, PLAN FOR DANIEL REED 3/8/97 PREPARED BY LEWIS & WASINA, INC."

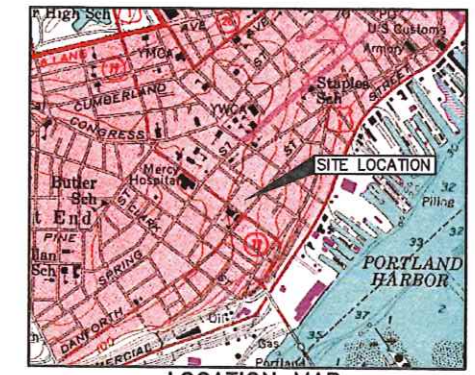
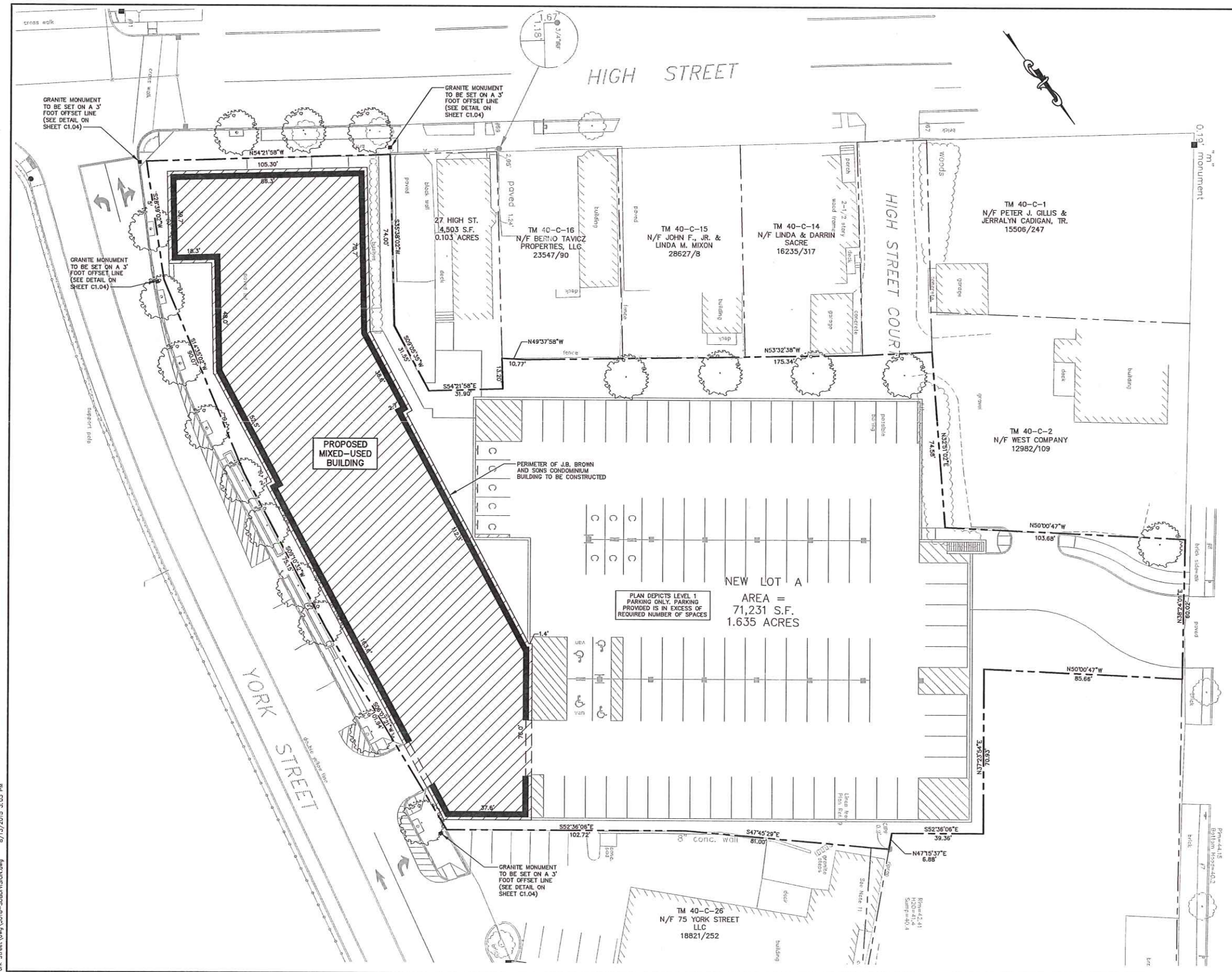
- LEGEND**
- IRON PIPE OR ROD FOUND
  - GAS VALVE
  - WATER VALVE
  - HYDRANT
  - UTILITY POLE
  - LIGHT POLE
  - MANHOLE
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  - WATER LINE
  - GAS LINE
  - SS SANITARY SEWER
  - SD STORM DRAIN
  - STONE WALL

**UTILITY NOTE**

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2025/03/15 10:52 High Resolution 24x36 inches 5.5x8.5 457,500 34833 IN. 30000 20000



**LEGEND**  
N.T.S.

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY LINE	---
■	MONUMENT	■
---	CURB	---
---	TREELINE	---
○	TREES & HEDGES	○
▭	BUILDING	▭
---	EDGE OF PAVEMENT	---

APPROVAL BY:  
CITY OF PORTLAND PLANNING BOARD

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

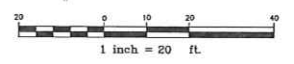
\_\_\_\_\_

\_\_\_\_\_

DANFORTH STREET

YORK STREET

HIGH STREET



NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

8/10/15

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Rev.	Date	Revision

SITE PLAN REVIEW	Date	By
Issued For	8/14/15	AMP

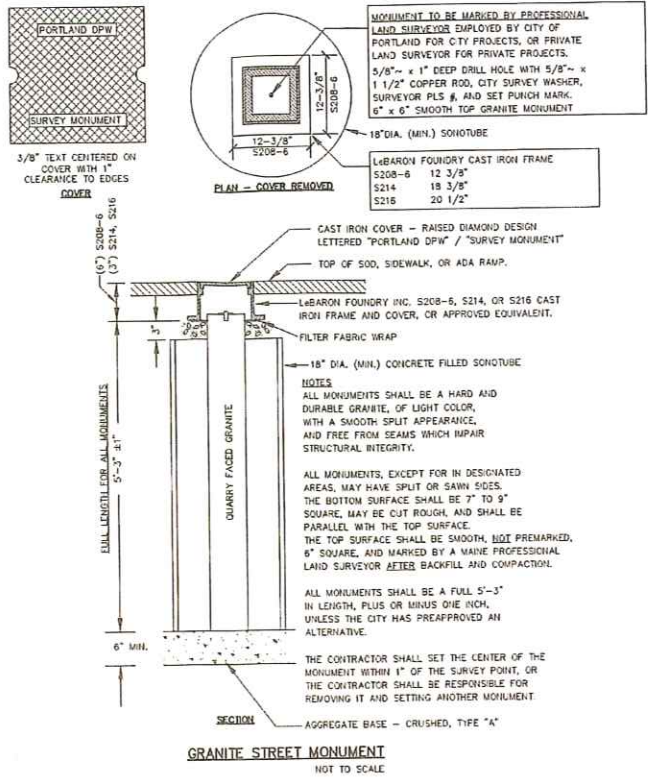
Design: DER    Draft: CG    Date: JUNE 2015  
 Checked: AMP    Scale: 1"=20'    Job No.: 3018  
 File Name: 3018-SUBDIVISION.dwg  
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**GP GORRILL PALMER**

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Drawing Name:	Subdivision Plan
Project:	York Street - Mixed Use Development Portland, Maine
Client:	York Street, LLC 36 Danforth Street, Portland, ME 04101

Drawing No.  
**C1.03**



- 1. CONSTRUCTION:**
- a. METHODS AND MATERIALS USED IN CONSTRUCTION OF IMPROVEMENTS WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CURRENT CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND SPECIFICATIONS AND/OR CURRENT M.D.O.T. STANDARDS AND SPECIFICATIONS.
  - b. ALL CURBING SHALL BE DESIGNED AND BUILT WITH TIP-DOWNS AT ALL DRIVEWAYS AND CROSSWALKS, IN ACCORDANCE WITH CITY OF PORTLAND PUBLIC SERVICES DIVISION TECHNICAL STANDARDS AND GUIDELINES. FINAL AS-BUILT LOCATIONS OF CURBING AND TIP DOWNS SHALL BE COORDINATED WITH PUBLIC SERVICES DIVISION, ALL WATER MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH PORTLAND WATER DISTRICT STANDARDS. ALL NATURAL GAS MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH UTILTY STANDARDS.
  - c. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003 OR LATEST EDITION. CONTRACTOR SHALL POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
  - d. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE. APPLICANT, OR AN AUTHORIZED AGENT, MUST BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION.
  - e. WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN, APPROPRIATE FOR THE TYPE OF CONSTRUCTION, MUST BE EMPLOYED TO REGULATE TRAFFIC.
  - f. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED AND DISPOSED OF IN ACCORDANCE WITH CITY OF PORTLAND'S SOLID WASTE ORDINANCE CHAPTER 12.
  - g. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE DEVELOPER/CONTRACTOR AT THEIR EXPENSE.
  - h. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERTY PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE THEIR INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR REGISTERED IN THE STATE OF MAINE AT THE CONTRACTOR/DEVELOPER'S EXPENSE.
  - i. ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF PORTLAND PUBLIC SERVICES DEPARTMENT SEWER DIVISION.
  - j. ALL NEW CONNECTIONS, RECONNECTIONS, ETC. TO SANITARY OR STORM SEWERS SHALL REQUIRE A CONNECTION PERMIT PRIOR TO BEGINNING ANY WORK. THE CITY OF PORTLAND PUBLIC SERVICES DEPARTMENT MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO COMMENCEMENT TO ALLOW FOR INSPECTION.
  - k. A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PUBLIC SERVICES DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
  - l. THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATIONS TO OR DEVIATIONS FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATIONS AND SIZE OF BUILDINGS.
  - m. LANDSCAPING SHALL MEET THE CITY OF PORTLAND TECHNICAL MANUAL, INCLUDING STREET TREES TO BE INSTALLED IN THE CITY RIGHT-OF-WAY AS SHOWN ON THE LANDSCAPING PLAN. STREET TREES SHALL BE A SPECIES IDENTIFIED ON THE CITY OF PORTLAND RECOMMENDED TREE LIST, UNLESS OTHERWISE APPROVED BY THE PORTLAND CITY ARBORIST OR HIS/HER DESIGNEE.
  - n. ALL DISTURBED AREA ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREA SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER MATERIALS AS REQUIRED BY BEST MANAGEMENT PRACTICES.
  - o. THE CONTRACTOR OR APPLICANT IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PUBLIC SERVICES INSPECTION DIVISION IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE/BUILDING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE AT ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR PRECONSTRUCTION MEETING.

- GENERAL NOTES:**
1. THIS IS THE SUBDIVISION PLAT FOR THE CREATION OF UP TO 63 DWELLING UNITS IN A NEW MIXED-USE CONDOMINIUM BUILDING TO BE CONSTRUCTED ON THE SUBJECT PROPERTY. THE APPROVAL OF THIS PLAT DOES NOT CREATE ANY SUBDIVISION OF THE LAND ON THE SUBJECT PROPERTY.
  2. APPLICANT INTENDS TO DEVELOP SUBJECT PROPERTY AS A CONDOMINIUM NAMED YORK STREET MIXED-USE DEVELOPMENT CONSISTING OF UP TO 63 RESIDENTIAL UNITS THAT ARE SUBJECT TO SUBDIVISION REGULATION, PLUS RETAIL AND RESTAURANT.
  3. THE SIGNATURES OF THE CITY OF PORTLAND PLANNING BOARD ON THIS SUBDIVISION PLAT CONSTITUTE SUBDIVISION APPROVAL FOR THE CREATION OF 63 RESIDENTIAL UNITS. THE NON-RESIDENTIAL UNITS ARE NOT SUBJECT TO SUBDIVISION REGULATION.
  4. THE RECORD OWNER OF THE SUBJECT PROPERTY IS THE APPLICANT, J.B. BROWN & SONS. DEEDS GRANTING THE SUBJECT PROPERTY TO THE APPLICANT ARE THE FOLLOWING: A DEED FROM XV.
  5. SUBJECT PROPERTY CONSISTS OF PARTIAL LOTS 21, 22 AND 26 ON THE CITY OF PORTLAND TAX MAP 40.
  6. TOTAL LAND AREA OF SUBJECT PROPERTY IS APPROXIMATELY 71,231 SQ. FT.
  7. LAND BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON AN ON-THE-GROUND SURVEY TITLED "NEW DIVISION OF LOTS ON HIGH, DANFORTH, MAPLE & YORK STREETS, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR J.B. BROWN & SONS" BY OWEN HASKELL, INC. DATED AUGUST 5, 2015.
  8. ZONING DISTRICT: SUBJECT PROPERTY IS LOCATED IN THE B-3 DOWNTOWN BUSINESS DISTRICT. SPACE AND BULK CRITERIA FOR THE B-3 DOWNTOWN BUSINESS DISTRICT ARE AS FOLLOWS:
    - a. MIN. LOT SIZE: NONE
    - b. MIN. STREET FRONTAGE: 15'
    - c. MAX. FRONT YARD SETBACK: 5' OR LESS
    - d. MIN. YARD DIMENSIONS: NONE
    - e. MIN. LOT WIDTH: NONE
    - f. MAX. LOT COVERAGE: 100%
    - g. MAX. HEIGHT OF BUILDING: 45'
  9. THE FOLLOWING IS THE FLOOR SPACE AREA FOR EACH PROPOSED USE:
 

RESTAURANT:	7,000 S.F.
RETAIL:	9,955 S.F.
RESIDENTIAL:	80,799 S.F.
<b>TOTAL:</b>	<b>97,753 S.F.</b>
  10. THE TOTAL NUMBER OF PARKING SPACES REQUIRED FOR THE YORK STREET MIXED-USE DEVELOPMENT IS 179 SPACES. EXCESS PARKING WILL BE PROVIDED ON SITE IN THE PARKING GARAGE.
  11. A SUBDIVISION IS DEFINED AS THE DIVISION OF A LOT, TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS, INCLUDING LOTS OF FORTY (40) ACRES OR MORE, WITHIN ANY FIVE-YEAR PERIOD WHETHER ACCOMPLISHED BY SALE, LEASE, DEVELOPMENT, BUILDINGS OR OTHERWISE AND AS FURTHER DEFINED IN 30-A M.R.S.A. SECTION 4461. THE TERM SUBDIVISION SHALL ALSO INCLUDE THE DIVISION OF A NEW STRUCTURE OR STRUCTURES ON A TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD AND THE EXISTING STRUCTURE OR STRUCTURES PREVIOUSLY USED FOR COMMERCIAL OR INDUSTRIAL USE INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD. THE AREA INCLUDED IN THIS EXPANSION OF AN EXISTING STRUCTURE IS DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSES OF THIS PARAGRAPH. A DWELLING UNIT SHALL INCLUDE ANY PART OF A STRUCTURE WHICH, THROUGH SALE OR LEASE, IS INTENDED FOR HUMAN HABITATION, INCLUDING SINGLE-FAMILY AND MULTI-FAMILY HOUSING CONDOMINIUMS, TIME-SHARE UNITS AND APARTMENTS.
  12. THIS IS A PRIVATE CONDOMINIUM MAINTENANCE AND MANAGEMENT OF SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, AND SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION.
  13. THE CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ARTICLE III, POST-CONSTRUCTION STORM WATER MANAGEMENT, WHICH SPECIFIES ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS AT A MINIMUM. IN ADDITION, THE CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLANS AND MEET CITY STANDARDS AND STATE GUIDELINES.
  14. DURING CONSTRUCTION THE DEVELOPER/CONTRACTOR/SUBCONTRACTOR MUST COMPLY WITH CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLANS AND MEET CITY STANDARDS AND STATE GUIDELINES.

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8/10/15

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Rev.	Date	Revision

SITE PLAN REVIEW	8/14/15	AMP
Issued For	Date	By

Design: DER    Draft: CG    Date: JUNE 2015  
 Checked: AMP    Scale: 1"=20'    Job No.: 3018  
 File Name: 3018-SUBDIVISION.dwg  
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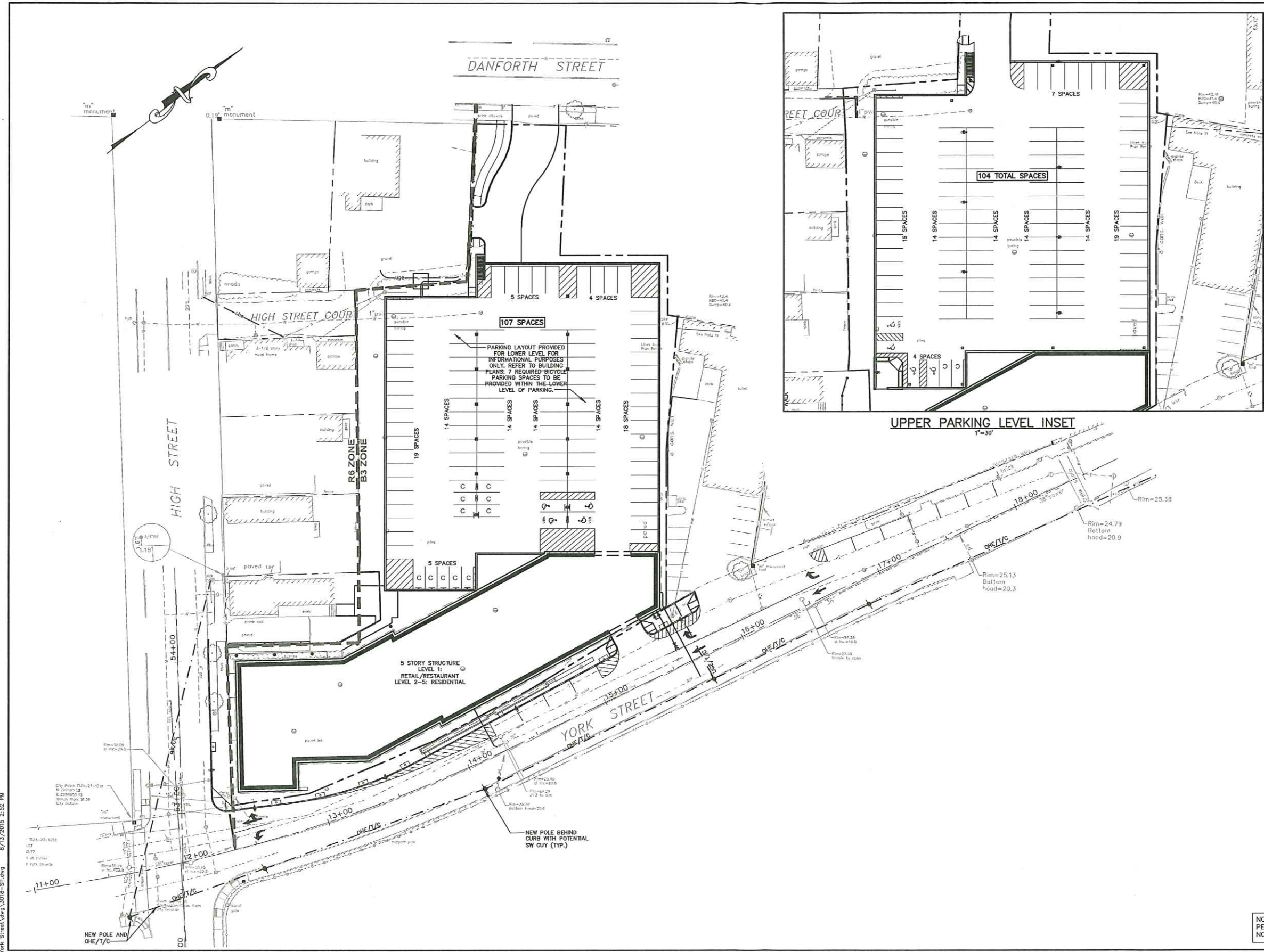


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Drawing Name:	Subdivision Notes and Details
Project:	York Street - Mixed Use Development Portland, Maine
Client:	York Street, LLC 36 Danforth Street, Portland, ME 04101

Drawing No.  
**C1.04**





SITE DATA	
ZONE: B3 DOWNTOWN BUSINESS	
SITE AREA 71,231 S.F. (±1.6 ACRES)	
BUILDING AREA	
RETAIL	9,955 S.F.
RESTAURANT	7,000 S.F.
RESIDENTIAL (63 UNITS/4 LEVELS)	80,798 S.F.
<b>TOTAL</b>	<b>97,753 S.F.</b>
PARKING REQUIRED PROVIDED	
<b>NEW STRUCTURE</b>	
TOTAL PARKING	
(1 SP/200 S.F. ABOVE 2,000 S.F.)	
RESTAURANT (1 SP/150 S.F. NOT INCLUDING KITCHEN & STORAGE)	40
RESIDENTIAL (2 SP/UNIT)	128
<b>SUBTOTAL</b>	<b>168</b>
REDUCTION FOR SHARED USE	-10
REDUCTION FOR OFF SET PEAKS	-10
<b>TOTAL</b>	<b>148</b>
BARRIER FREE	7 8

SPACE AND BULK STANDARDS		
	B3 ZONE REQUIREMENTS	PROVIDED
MIN. LOT SIZE	NONE	71,231 S.F.
MIN. LOT WIDTH	NONE	204'
BUILDING SETBACKS		
FRONT	5' OR LESS	> 0'
YORK ST. CLOSEST		1.16'
YORK ST. FURTHEST		21.32'
YORK ST. AVERAGE *		8.35'
HIGH ST. CLOSEST		4.69'
HIGH ST. FURTHEST		5.32'
HIGH ST. AVERAGE *		5.01'
SIDE	NONE	> 0'
REAR	NONE	> 0'
MIN. BUILDING HEIGHT	35'	> 35'
MAX. BUILDING HEIGHT	45'	44.4'
MIN. STREET FRONTAGE	15'	> 15'
MAXIMUM LOT COVERAGE	100%	< 100%

\* AVERAGE BASED ON BUILDING FOOTPRINT

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Rev.	Date	Revision

SITE PLAN REVIEW	Date	By
	8/14/15	AMP

Design: CEH Draft: CG Date: JUNE 2015  
 Checked: AMP Scale: 1"=30' Job No.: 3018  
 File Name: 3018-SP.dwg  
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**GORRILL PALMER**

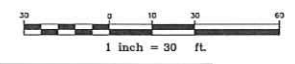
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Drawing Name: **Overall Site and Utility Plan**

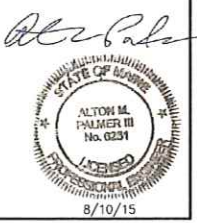
Project: **York Street - Mixed Use Development**  
 Portland, Maine

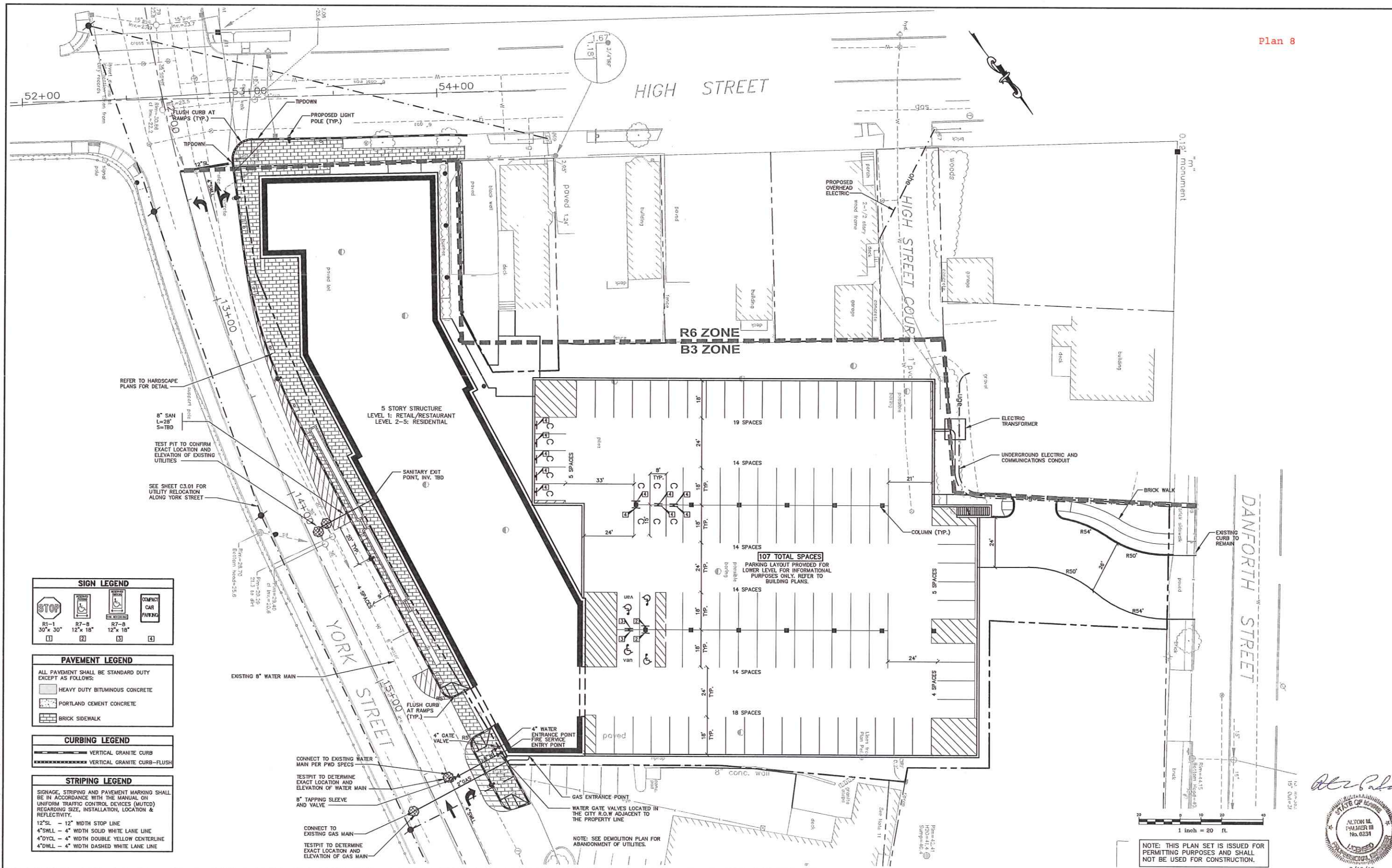
Client: **York Street, LLC**  
 36 Danforth Street, Portland, ME 04101

Drawing No. **C3.01**



NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.





**SIGN LEGEND**

R1-1 30'x 30'	R7-8 12'x 18'	R7-8 12'x 18'
1	2	3

**PAYEMENT LEGEND**

ALL PAYEMENT SHALL BE STANDARD DUTY EXCEPT AS FOLLOWS:

	HEAVY DUTY BITUMINOUS CONCRETE
	PORTLAND CEMENT CONCRETE
	BRICK SIDEWALK

**CURBING LEGEND**

	VERTICAL GRANITE CURB
	VERTICAL GRANITE CURB-FLUSH

**STRIPING LEGEND**

SIGNAGE, STRIPING AND PAYEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) REGARDING SIZE, INSTALLATION, LOCATION & REFLECTIVITY.

	12"SL - 12" WIDTH STOP LINE
	4"SWL - 4" WIDTH SOLID WHITE LANE LINE
	4"DTCL - 4" WIDTH DOUBLE YELLOW CENTERLINE
	4"DWLL - 4" WIDTH DASHED WHITE LANE LINE

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Rev.	Date	Revision

SITE PLAN REVIEW	Date	By

Design: DER    Draft: CG    Date: JUNE 2015  
 Checked: AMP    Scale: 1"=20'    Job No.: 3018  
 File Name: 3018-SP.dwg

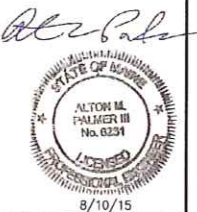
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Drawing Name:	Site and Utility Plan
Project:	York Street - Mixed Use Development Portland, Maine
Client:	York Street, LLC 36 Danforth Street, Portland, ME 04101

Drawing No.  
**C3.02**

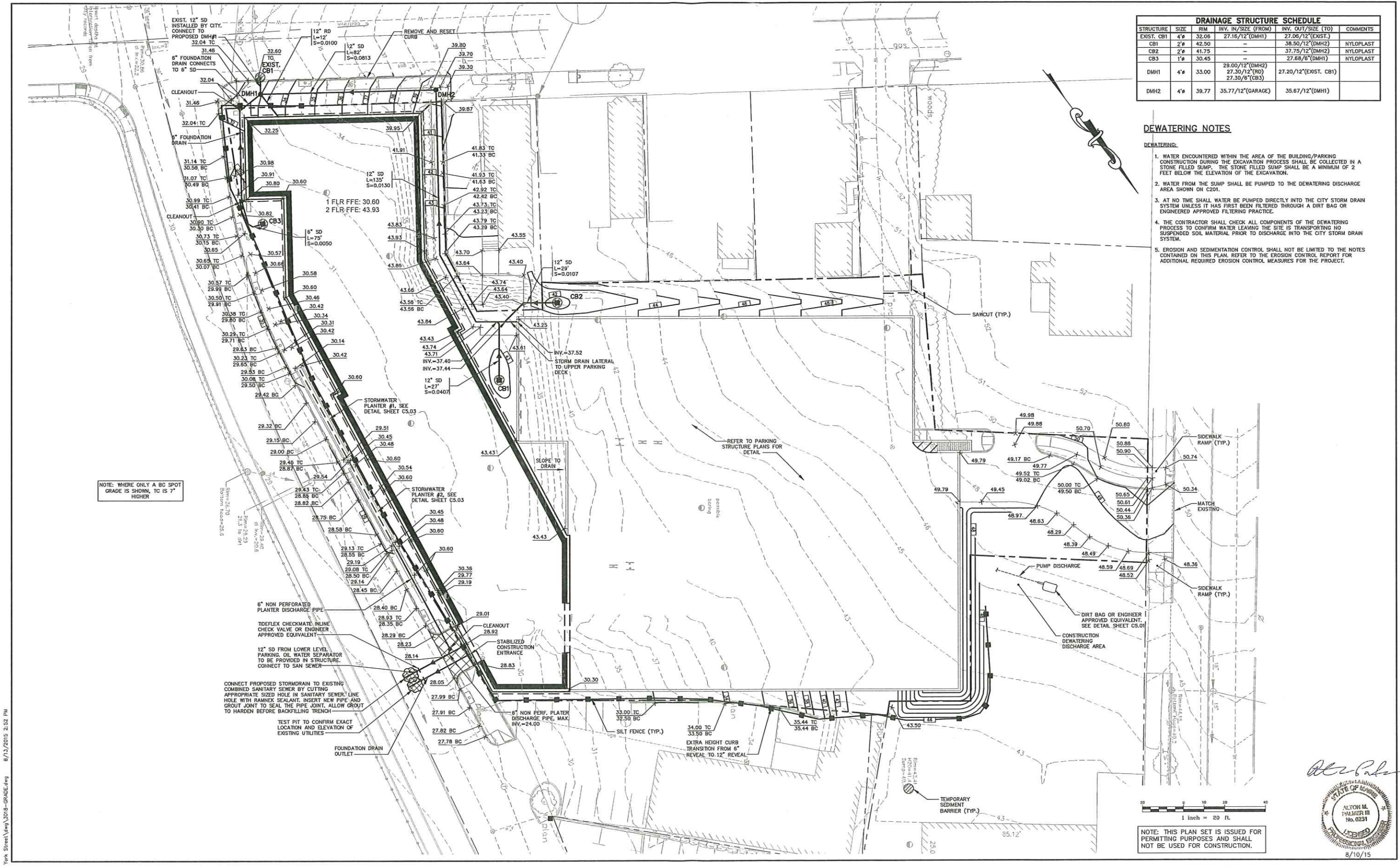


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DRAINAGE STRUCTURE SCHEDULE					
STRUCTURE	SIZE	RIM	INV. IN/SIZE (FROM)	INV. OUT/SIZE (TO)	COMMENTS
EXIST. CB1	4'	32.06	27.16/12'(DMH1)	27.06/12'(EXIST.)	
CB1	2'	42.50	-	38.50/12'(DMH2)	NYLOPLAST
CB2	2'	41.75	-	37.75/12'(DMH2)	NYLOPLAST
CB3	1'	30.45	-	27.68/6'(DMH1)	NYLOPLAST
DMH1	4'	33.00	29.00/12'(DMH2) 27.30/12'(RD) 27.30/6'(CB3)	27.20/12'(EXIST. CB1)	
DMH2	4'	39.77	35.77/12'(GARAGE)	35.67/12'(DMH1)	

- DEWATERING NOTES**
- DEWATERING:
1. WATER ENCOUNTERED WITHIN THE AREA OF THE BUILDING/PARKING CONSTRUCTION DURING THE EXCAVATION PROCESS SHALL BE COLLECTED IN A STONE FILLED SUMP. THE STONE FILLED SUMP SHALL BE A MINIMUM OF 2 FEET BELOW THE ELEVATION OF THE EXCAVATION.
  2. WATER FROM THE SUMP SHALL BE PUMPED TO THE DEWATERING DISCHARGE AREA SHOWN ON C2.01.
  3. AT NO TIME SHALL WATER BE PUMPED DIRECTLY INTO THE CITY STORM DRAIN SYSTEM UNLESS IT HAS FIRST BEEN FILTERED THROUGH A DIRT BAG OR ENGINEER APPROVED FILTERING PRACTICE.
  4. THE CONTRACTOR SHALL CHECK ALL COMPONENTS OF THE DEWATERING PROCESS TO CONFIRM WATER LEAVING THE SITE IS TRANSPORTING NO SUSPENDED SOIL MATERIAL PRIOR TO DISCHARGE INTO THE CITY STORM DRAIN SYSTEM.
  5. EROSION AND SEDIMENTATION CONTROL SHALL NOT BE LIMITED TO THE NOTES CONTAINED ON THIS PLAN. REFER TO THE EROSION CONTROL REPORT FOR ADDITIONAL REQUIRED EROSION CONTROL MEASURES FOR THE PROJECT.



NOTE: WHERE ONLY A BC SPOT GRADE IS SHOWN, TC IS 7" HIGHER

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Rev.	Date	Revision

SITE PLAN REVIEW	8/14/15	AMP
Issued For	Date	By

Design: CEH    Draft: CG    Date: JUNE 2015  
 Checked: AMP    Scale: 1"=20'    Job No.: 3018  
 File Name: 3018-GRADG.dwg  
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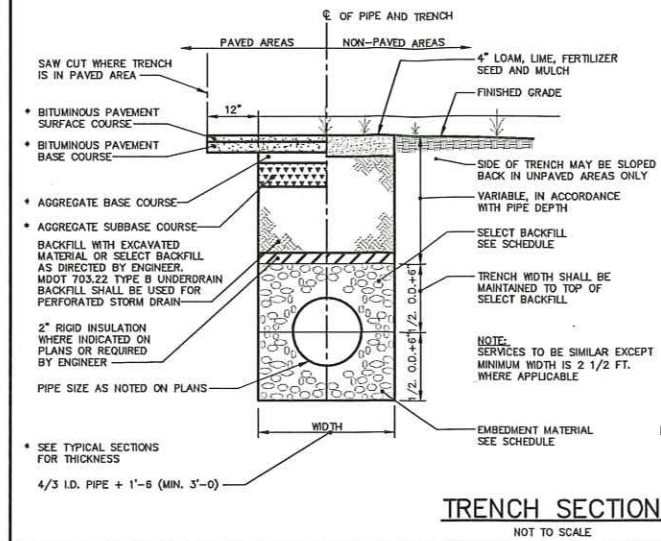
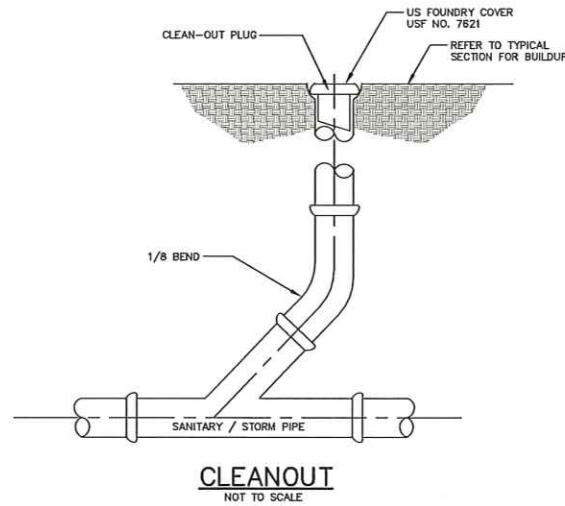


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Drawing Name: **Grading, Drainage, and Erosion Control Plan**  
 Project: **York Street - Mixed Use Development**  
 Client: **York Street, LLC**  
 36 Danforth Street, Portland, ME 04101

Drawing No. **C4.01**





**SCHEDULE OF TRENCH BACKFILL**

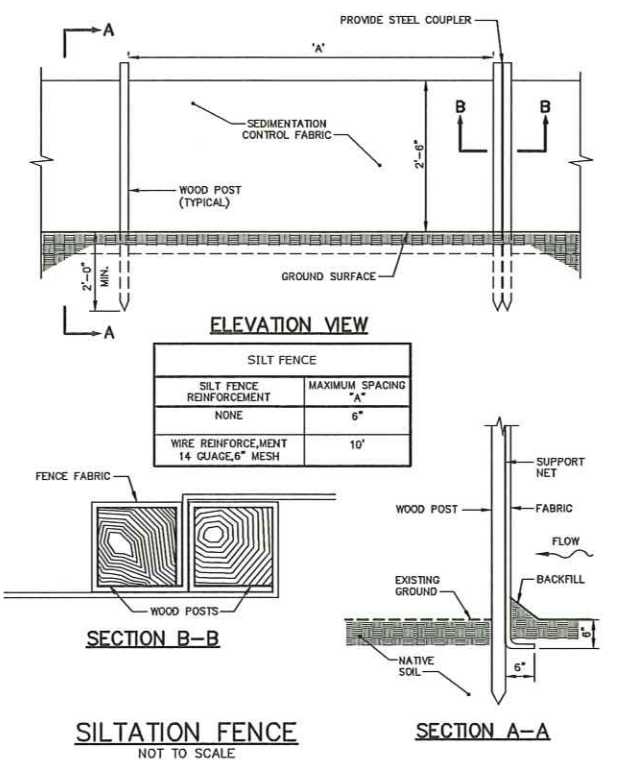
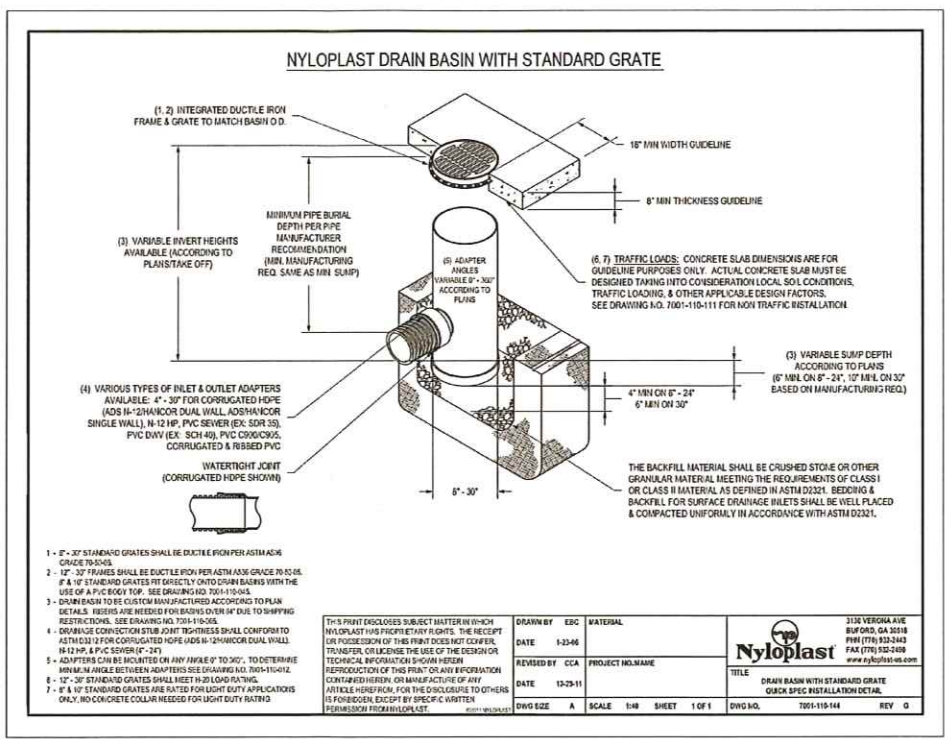
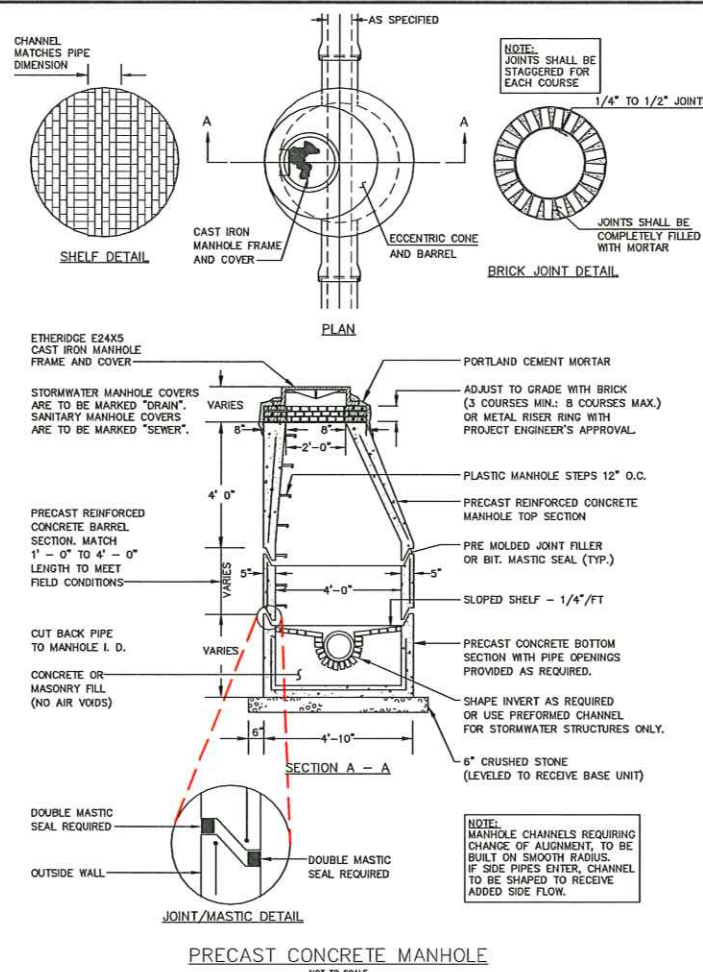
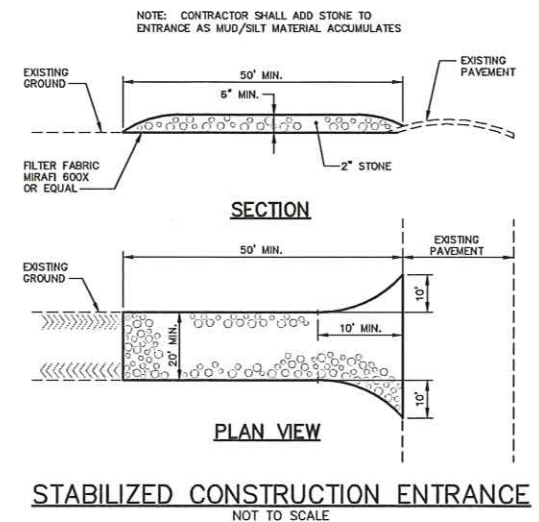
TYPE OF PIPE	EMBEDMENT MATERIAL	SELECT BACKFILL	SELECT BACKFILL ON CITY PROPERTY
CMP DUCTILE IRON RCP	MDOT 703.22 TYPE B UD BACKFILL	MDOT 703.22 TYPE B UD BACKFILL	3/4\"/>
PVC-SDR 35 HDPE	MDOT 703.22 TYPE C 3/4\"/>		
PERFORATED PVC-SDR35 HDPE	MDOT 703.22 TYPE C 3/4\"/>		

**NOTE:**  
 1. BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.  
 2. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES, 12\"/>

**MINIMUM COVER**

PIPE	MINIMUM COVER
DRAIN (1)	2'-0"
WATER	5'-5"
SEWER	5'-0"

(1) COVER BETWEEN 2' AND 3' SHALL INCLUDE 4\"/>



- GENERAL NOTES FOR MANHOLES AND CATCH BASINS**
- ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4000 LBS. PER SQ. INCH AT THE END OF 28 DAYS, UNLESS OTHERWISE NOTED.
  - MANHOLES MAY BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, OR CAST IN PLACE.
  - PRECAST REINFORCED CONE BARREL MANUFACTURED PER ASTM SPEC. C-478.
  - ALL STORM AND SEWER MANHOLE COVERS SHALL BE SOLID AND SHALL HAVE ONE 7/8\"/>

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Rev.	Date	Revision

SITE PLAN REVIEW	Date	By

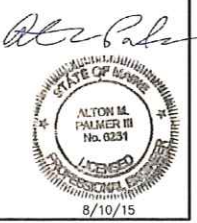
Design: CEH Draft: CG Date: JUNE 2015  
 Checked: AMP Scale: AS SHOWN Job No.: 3018  
 File Name: 3018-DETAILS.dwg  
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Drawing No:	Details 2
Project:	York Street - Mixed Use Development Portland, Maine
Client:	York Street, LLC 36 Danforth Street, Portland, ME 04101

Drawing No.  
**C5.02**



NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



THE PRIMARY EMPHASIS OF THE EROSION/SEDIMENTATION CONTROL PLAN, WHICH WILL BE IMPLEMENTED FOR THIS PROJECT, IS AS FOLLOWS:

- DEVELOPMENT OF A CAREFUL CONSTRUCTION SEQUENCE.
• RAPID REVEGETATION OF DENUDED AREAS TO MINIMIZE THE PERIOD OF SOIL EXPOSURE.
• RAPID STABILIZATION OF DRAINAGE PATHS TO AVOID RILL AND GULLY EROSION.
• THE USE OF ON-SITE MEASURES TO CAPTURE SEDIMENT (HAY BALES/ STONE CHECK DAMS/SILT FENCE, ETC.)

THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL DEVICES WILL BE IMPLEMENTED AS PART OF THE SITE DEVELOPMENT. THESE DEVICES SHALL BE INSTALLED AS INDICATED ON THE PLANS OR AS DESCRIBED WITHIN THIS REPORT. FOR FURTHER REFERENCE, SEE THE LATEST EDITION OF THE MAJOR EROSION AND SEDIMENT CONTROL BMPs.

A. DEWATERING

WATER FROM CONSTRUCTION TRENCH DEWATERING SHALL PASS FIRST THROUGH A FILTER BAG OR SECONDARY CONTAINMENT STRUCTURE (E.G. HAY BALE LINE POOL) PRIOR TO DISCHARGE. THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING, ICING, AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAINMENT STRUCTURE BE LOCATED WITHIN 50 FEET OF A PROTECTED NATURAL RESOURCE.

B. INSPECTION AND MONITORING

MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. AFTER EACH RAINFALL, SNOW STORM OR PERIOD OF TRAINING 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 UNSTABILIZED SPOTS. ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 90% OF AREAS VEGETATED WITH VIGOROUS GROWTH.

C. TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING MEASURES ARE PLANNED AS TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION:

- 1. CRUSHED STONE-STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE ENTRANCE ALONG YORK STREET.
2. SILTATION FENCE OR WOOD WASTE COMPOST BERMS SHALL BE INSTALLED DOWNSTREAM OF ANY DISTURBED AREAS TO TRAP RUNOFF-BORNE SEDIMENTS UNTIL GRASS AREAS ARE REVEGETATED.
3. STRAW OR HAY MULCH INCLUDING HYDROSEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED.
4. TEMPORARY STOCKPILES SHALL NOT BE LOCATED WITHIN 50 FEET OF ANY WETLANDS WHICH WILL NOT BE DISTURBED AND SHALL BE LOCATED AWAY FROM DRAINAGE SWALES.
5. STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS BY EITHER TEMPORARILY SEEDING THE STOCKPILE BY A HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH, SUCH AS HAY, STRAW, OR EROSION CONTROL MIX.
6. YORK STREET, HIGH STREET, AND DANFORTH STREET SHALL BE SWEEPED TO CONTROL MUD AND DUST AS NECESSARY.
7. DURING GRUBBING OPERATIONS STONE CHECK DAMS SHALL BE INSTALLED AT ANY EVIDENT CONCENTRATED FLOW DISCHARGE POINTS AND AS DIRECTED ON THE EROSION CONTROL PLANS.
8. SILT FENCING WITH A MINIMUM STAKE SPACING OF 6 FEET SHALL BE USED, UNLESS THE FENCE IS SUPPORTED BY WIRE FENCE REINFORCEMENT OF MINIMUM 14 GAUGE AND WITH A MAXIMUM MESH SPACING OF 6 INCHES, IN WHICH CASE STAKES MAY BE SPACED A MAXIMUM OF 10 FEET APART.
9. WOOD WASTE COMPOST/BARK BERMS MAY BE USED IN LIEU OF SILTATION FENCING. BERMS SHALL BE REMOVED AND SPREAD IN A LAYER NOT TO EXCEED 3" THICK ONCE UPSTREAM AREAS ARE COMPLETED AND A 90% CATCH OF VEGETATION IS ATTAINED.
10. WATER AND/OR CALCIUM CHLORIDE SHALL BE FURNISHED AND APPLIED IN ACCORDANCE WITH MDT SPECIFICATIONS - SECTION 637 - DUST CONTROL.
11. LOAM AND SEED IS INTENDED TO SERVE, AS THE PRIMARY PERMANENT REVEGETATIVE MEASURE FOR ALL DENUDED AREAS NOT PROVIDED WITH OTHER EROSION CONTROL MEASURES, SUCH AS RIPRAP. APPLICATION RATES ARE PROVIDED IN ATTACHMENT A OF THIS SECTION.

D. PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES HAVE BEEN DESIGNED AS PART OF THE EROSION/SEDIMENTATION CONTROL PLAN:
1. ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.) WILL BE LOAMED, LINED, FERTILIZED, MULCHED, AND SEEDED. FABRIC NETTING, ANCHORED WITH STAPLES, SHALL BE PLACED OVER THE MULCH IN AREAS AS NOTED IN TEMPORARY EROSION CONTROL MEASURES PARAGRAPH 3 OF THIS REPORT. ALL AREAS WITHIN 50 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW. NATIVE TOPSOIL SHALL BE STOCKPILED AND REUSED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.

1.4 IMPLEMENTATION SCHEDULE

THE FOLLOWING CONSTRUCTION SEQUENCE SHALL BE REQUIRED TO INSURE THE EFFECTIVENESS OF THE EROSION AND SEDIMENTATION CONTROL MEASURES ARE OPTIMIZED:

IT IS ANTICIPATED THAT CONSTRUCTION OF THE PROJECT WILL COMMENCE IN THE FALL OF 2015 AND BE COMPLETED BY FALL OF 2016.

NOTE: FOR ALL GRADING ACTIVITIES, THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION NOT TO OVEREXPOSE THE SITE, THIS SHALL BE ACCOMPLISHED BY LIMITING THE DISTURBED AREA.

- 1. INSTALL STABILIZED CONSTRUCTION ENTRANCE AT THE INTERSECTION OF THE ACCESS DRIVE AND YORK STREET.
2. INSTALL PERIMETER SILT FENCE AND/OR WOOD WASTE BERMS PRIOR TO COMMENCEMENT OF DEMOLITION.
3. PERFORM DEMOLITION OF EXISTING SITE ELEMENTS.
4. FOUNDATION PREPARATION AREA SHALL BE EXCAVATED FOR INSTALLATION OF THE BUILDING FOUNDATION. BUILDING WORK WILL BE ON GOING THROUGH THE REMAINDER OF THE PROJECT.
5. COMMENCE INSTALLATION OF DRAINAGE APPURTENANCES.
6. COMMENCE EARTHWORK AND GRADING TO SUBGRADE.
7. COMMENCE INSTALLATION OF WATER AND SEWER LINES.
8. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
9. COMPLETE INSTALLATION OF UNDERGROUND UTILITIES TO WITHIN 5' OF THE BUILDINGS.
10. INSTALL LIGHT POLE FOUNDATIONS AND LIGHT POLES.
11. COMPLETE REMAINING EARTHWORK OPERATIONS.
12. COMPLETE INSTALLATION OF CATCH BASINS AND APPURTENANCES.
13. INSTALL SUB-BASE AND BASE GRAVEL WITHIN PARKING FIELDS, WALKWAYS, AND ALL DRIVEWAYS.
14. INSTALL CURBING IN PARKING FIELDS, DRIVEWAYS, AND ALONG THE STREETS AS NEEDED.
15. INSTALL BASE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREA AS WELL AS CONCRETE SURFACES.
16. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
17. INSTALL SURFACE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREAS. STRIPE PER PLAN.
18. ONCE THE SITE IS STABILIZED AND A 90% CATCH OF VEGETATION HAS BEEN OBTAINED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
19. TOUCH UP LOAM AND SEED.

NOTE: ALL DENUDED AREAS NOT SUBJECT TO FINAL PAVING, RIPRAP, OR GRAVEL SHALL BE REVEGETATED.

PRIOR TO CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE FOR THE COMPLETION OF THE WORK, WHICH WILL SATISFY THE FOLLOWING CRITERIA:

- 1. THE ABOVE CONSTRUCTION SEQUENCE SHOULD GENERALLY BE COMPLETED IN THE SPECIFIED ORDER; HOWEVER, SEVERAL SEPARATE ITEMS MAY BE CONSTRUCTED SIMULTANEOUSLY. WORK MUST ALSO BE SCHEDULED OR PHASED TO REDUCE THE EXTENT OF THE EXPOSED AREAS AS SPECIFIED BELOW AND TO PROVIDE FOR EROSION CONTROL AND TO HAVE STRUCTURAL MEASURES SUCH AS SILT FENCE AND CONSTRUCTION ENTRANCES IN PLACE BEFORE LARGE AREAS OF LAND ARE DENUDED.
2. THE WORK SHALL BE CONDUCTED IN SECTIONS WHICH SHALL:
a) LIMIT THE AMOUNT OF EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE PROCEEDING 30 DAYS.
b) REVEGETATE DISTURBED AREAS AS RAPIDLY AS POSSIBLE. ALL AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR BEFORE A STORM EVENT; OR TEMPORARILY STABILIZED WITHIN 48 HOURS OF INITIAL DISTURBANCE OF SOIL FOR AREAS WITHIN 50 FEET OF AN UNDISTURBED WETLAND AND 7 DAYS FOR ALL OTHER AREAS. AREAS WITHIN 50 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW.
c) INCORPORATE PLANNED INLETS AND DRAINAGE SYSTEM AS EARLY AS POSSIBLE INTO THE CONSTRUCTION PHASE. THE DITCHES SHALL BE IMMEDIATELY LINED OR REVEGETATED AS SOON AS THEIR INSTALLATION IS COMPLETE.

1.5 EROSION, SEDIMENTATION AND STABILIZATION CONTROL PLAN

THE EROSION CONTROL INFORMATION IS INCLUDED IN THE PLAN SET.

1.6 DETAILS AND SPECIFICATIONS

THE EROSION CONTROL DETAILS AND SPECIFICATIONS ARE INCLUDED IN THE PLAN SET.

1.7 WINTER STABILIZATION PLAN

THE WINTER CONSTRUCTION PERIOD IS FROM NOVEMBER 1 THROUGH APRIL 15. IF THE CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15 THEN THE SITE NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. AN AREA CONSIDERED OPEN IS ANY AREA NOT STABILIZED WITH PAVEMENT; VEGETATION, MULCHING, EROSION CONTROL MATS, RIPRAP OR GRAVEL BASE ON A ROAD.

WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT ANY AREA LEFT EXPOSED CAN BE CONTROLLED BY THE CONTRACTOR. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDER TAKEN DURING THE PROCEEDING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT.

ALL AREAS SHALL BE CONSIDERED TO BE DEVOIDED UNTIL THE SUBBASE GRAVEL IS INSTALLED IN ROADWAY/PARKING AREAS OR THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH RATE SHALL BE A MINIMUM OF 150 LBS./1,000 S.F. (3 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED.

THE CONTRACTOR SHALL INSTALL ANY ADDED MEASURES WHICH MAY BE NECESSARY TO CONTROL EROSION/SEDIMENTATION FROM THE SITE DEPENDENT UPON THE ACTUAL SITE AND WEATHER CONDITIONS. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, IN ORDER TO MINIMIZE AREAS WITHOUT EROSION CONTROL PROTECTION.

1. SOIL STOCKPILES

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR AT 150 LBS./1,000 S.F. (3 TONS PER ACRE) OR WITH A FOUR-INCH LAYER OF WOODWASTE EROSION CONTROL MIX. THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE SHALL NOT BE PLACED (EVEN COVERED WITH HAY OR STRAW) WITHIN 50 FEET FROM ANY NATURAL RESOURCES.

2. NATURAL RESOURCE PROTECTION

ANY AREAS WITHIN 50 FEET FROM ANY 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 EROSION CONTROL MATS. DURING WINTER CONSTRUCTION, A DOUBLE LINE OF SEDIMENT BARRIERS (I.E. SILT FENCE BACKED WITH HAY BALES OR EROSION CONTROL MIX) SHALL BE PLACED BETWEEN ANY NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 50 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.

3. SEDIMENT BARRIERS

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS SHALL CONSIST OF WOODWASTE FILTER BERMS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES AND SEDIMENT SILT FENCES.

4. MULCHING

AN AREA SHALL BE CONSIDERED DENUDED UNTIL AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75-LBS./1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. MULCH SHALL NOT BE PLACED ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE-INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1,000 SQUARE FEET (3 TONS/ACRE) AND ADEQUATELY ANCHORED THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH.

BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY PEG LINE, MULCH NETTING, ASPHALT EMULSION CHEMICAL, OR WOOD CELLULOSE FIBER. WHEN GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH THEN COVER IS SUFFICIENT. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL BARE SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

5. MULCHING ON SLOPES AND DITCHES

SLOPES SHALL NOT BE LEFT EXPOSED FOR ANY EXTENDED TIME OF WORK SUSPENSION UNLESS FULLY MULCHED AND ANCHORED WITH PEG AND NETTING OR WITH EROSION CONTROL BLANKETS. MULCHING SHALL BE APPLIED AT A RATE OF 230 LBS./1,000 S.F. ON ALL SLOPES GREATER THAN 8%.

MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. EROSION CONTROL BLANKETS SHALL BE USED IN LIEU OF MULCH IN ALL DRAINAGE WAYS WITH SLOPES GREATER THAN 8%. EROSION CONTROL MIX CAN BE USED TO SUBSTITUTE EROSION CONTROL BLANKETS ON ALL SLOPES EXCEPT DITCHES.

6. SEEDING

BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1ST, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. DORMANT SEEDING MAY BE SELECTED TO BE PLACED PRIOR TO THE PLACEMENT OF MULCH AND FABRIC NETTING ANCHORED WITH STAPLES. IF DORMANT SEEDING IS USED FOR THE SITE, ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS./1,000 S.F. ALL AREAS SEEDING DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

STANDARDS FOR TIMELY STABILIZATION OF CONSTRUCTION SITES DURING WINTER

- 1. STANDARD FOR THE TIMELY STABILIZATION OF DITCHES AND CHANNELS --- THE APPLICANT SHALL CONSTRUCT AND STABILIZE ALL STONE-LINED DITCHES AND CHANNELS ON THE SITE BY NOVEMBER 15. THE APPLICANT SHALL CONSTRUCT AND STABILIZE ALL GRASS-LINED DITCHES AND CHANNELS ON THE SITE BY SEPTEMBER 1.
2. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SLOPES --- THE APPLICANT SHALL CONSTRUCT AND STABILIZE STONE-COVERED SLOPES BY NOVEMBER 15. THE APPLICANT SHALL SEED AND MULCH ALL SLOPES TO BE VEGETATED BY SEPTEMBER 1. THE DEPARTMENT SHALL CONSIDER ANY AREA HAVING A GRADE GREATER THAN 15% TO BE A SLOPE.
3. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SOILS --- BY SEPTEMBER 15 THE APPLICANT SHALL SEED AND MULCH ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15%. IF THE APPLICANT FAILS TO STABILIZE THESE SOILS BY THIS DATE, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SOIL FOR LATE FALL AND WINTER.

1.8 MAINTENANCE OF FACILITIES

THE STORMWATER FACILITIES WILL BE MAINTAINED BY THE APPLICANT, 101 YORK STREET, LLC OR THEIR ASSIGNED HEIRS. THE CONTRACT DOCUMENTS WILL REQUIRE THE CONTRACTOR TO DESIGNATE A PERSON RESPONSIBLE FOR MAINTENANCE OF THE SEDIMENTATION CONTROL FEATURES DURING CONSTRUCTION AS REQUIRED BY THE EROSION CONTROL REPORT. LONG-TERM OPERATION/MAINTENANCE RECOMMENDED FOR THE STORMWATER FACILITIES IS PRESENTED BELOW.

THE RESPONSIBLE PARTY MAY CONTRACT WITH SUCH PROFESSIONALS, AS MAY BE NECESSARY IN ORDER TO COMPLY WITH THIS PROVISION AND MAY RELY ON THE ADVICE OF SUCH PROFESSIONALS IN CARRYING OUT ITS DUTY HEREUNDER, PROVIDED, THAT THE FOLLOWING OPERATION AND MAINTENANCE PROCEDURES ARE HEREBY ESTABLISHED AS A MINIMUM FOR COMPLIANCE WITH THIS SECTION. A MAINTENANCE LOG OF THE INSPECTIONS SHALL BE KEPT BY THE RESPONSIBLE PARTY.

INSPECTION AND MAINTENANCE FREQUENCY AND CORRECTIVE MEASURES: THE FOLLOWING AREAS, FACILITIES, AND MEASURES WILL BE INSPECTED AND THE IDENTIFIED DEFICIENCIES WILL BE CORRECTED. CLEAN-OUT MUST INCLUDE THE REMOVAL AND LEGAL DISPOSAL OF ANY ACCUMULATED SEDIMENTS AND DEBRIS.

CATCH BASINS:

INSPECT CATCH BASINS 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE CATCH BASINS ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. CLEAN STRUCTURES WHEN SEDIMENT DEPTHS REACH 12" FROM INVERT OF OUTLET. IF THE BASIN OUTLET IS DESIGNED WITH A HOOD TO TRAP FLOATABLE MATERIALS (I.E. SNOW), CHECK TO ENSURE WATERTIGHT SEAL IS WORKING. AT A MINIMUM, REMOVE FLOATING DEBRIS AND HYDROCARBONS AT THE TIME OF THE INSPECTION. HYDROCARBON SOCKS INSTALLED WITHIN CATCH BASINS SHALL BE PROPERLY DISPOSED OF BY AN APPROVED CONTRACTOR WITHIN 14 DAYS AFTER THE FIRST 1" RAINFALL EVENT AFTER FINAL PAVEMENT. HYDROCARBON SOCKS SHALL BE MAINTAINED WITHIN ALL CATCH BASINS DURING THE FIRST YEAR OF OPERATION. ALL SOCKS SHALL BE REMOVED AND DISPOSED OF ONE YEAR AFTER THE INITIAL REPLACEMENT. NEW HYDROCARBON SOCKS SHALL BE INSTALLED WITHIN AREAS THAT RECEIVE NEW PAVEMENT IN THE FUTURE.

VEGETATED AREAS:

INSPECT SLOPES AND EMBANKMENTS EARLY IN THE GROWING SEASON TO IDENTIFY ACTIVE OR POTENTIAL EROSION PROBLEMS. REPLANT BARE AREAS OR AREAS WITH SPARSE GROWTH. WHERE RILL EROSION IS EVIDENT, ARMOR THE AREA WITH AN APPROPRIATE LINING OR DIVERT THE EROSION FLOWS TO ON-SITE AREAS ABLE TO WITHSTAND THE CONCENTRATED FLOWS. THE FACILITIES WILL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES WILL BE CORRECTED.

ROADWAYS AND PARKING SURFACES: CLEAR ACCUMULATIONS OF WINTER SAND IN PARKING LOTS AND ALONG ROADWAYS AT LEAST ONCE A YEAR, PREFERABLY IN THE SPRING. ACCUMULATIONS ON PAVEMENT MAY BE REMOVED BY PAVEMENT SWEEPING. ACCUMULATIONS OF SAND ALONG ROAD SHOULDERS MAY BE REMOVED BY GRADING EXCESS SAND TO THE PAVEMENT EDGE AND REMOVING IT MANUALLY OR BY A FRONT-END LOADER. REPAIR POTHOLES AND OTHER ROADWAY OBSTRUCTIONS AND HAZARDS. PLOWING AND SANDING OF PAVED AREAS SHALL BE PERFORMED AS NECESSARY TO MAINTAIN VEHICULAR TRAFFIC SAFETY.

STORMWATER PLANTERS:

MAINTENANCE SHALL BE PERFORMED AT LEAST 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL). AT A MINIMUM, THE MAINTENANCE SHALL CONSIST OF THE FOLLOWING:

- 1. STORMWATER PLANTER UNIT INSPECTION
2. FOREIGN DEBRIS, SILT, MULCH & TRASH REMOVAL
3. FILTER MEDIA EVALUATION AND RECHARGE AS NECESSARY
4. PLANT HEALTH EVALUATION AND PRUNING OR REPLACEMENT AS NECESSARY
5. REPLACEMENT OF MULCH
6. DISPOSAL OF ALL MAINTENANCE REFUSE ITEMS

HOUSEKEEPING

THE FOLLOWING PROCEDURES ARE HEREBY ESTABLISHED AS A MINIMUM FOR COMPLIANCE WITH THIS SECTION. FOR FURTHER INFORMATION ON THE PROCEDURES LISTED BELOW, REFER TO MDEP CHAPTER 500 RULES - APPENDIX C.

SPILL PREVENTION:

APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING/IMPLEMENTATION SHALL BE USED TO PREVENT POLLUTANTS FROM BEING DISCHARGED FROM MATERIALS ON SITE.

GROUNDWATER PROTECTION:

DURING CONSTRUCTION, HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER SHALL NOT BE STORED OR HANDLED IN AREAS OF THE SITE WHICH DRAIN TO AN INFILTRATION AREA.

FUGITIVE SEDIMENT AND DUST:

APPROPRIATE MEASURES SHALL BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF THE SOILS AND WATER AND/OR CALCIUM CHLORIDE SHALL BE USED TO ENSURE THAT ACTIVITIES DO NOT RESULT IN FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION.

DEBRIS AND OTHER MATERIALS:

LITTER, CONSTRUCTION DEBRIS, AND CHEMICALS EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.

TRENCH OR FOUNDATION DE-WATERING:

WATER COLLECTED THROUGH THE PROCESS OF TRENCHING AND/OR DE-WATERING MUST BE REMOVED FROM THE PONDED AREA, AND MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR OTHER AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE.

NON-STORMWATER DISCHARGES:

IDENTIFY AND PREVENT CONTAMINATION BY NON-STORMWATER DISCHARGES.

PROJECT: YORK STREET MIXED USE DEVELOPMENT
SITE LOCATION: PORTLAND, ME
X PERMANENT SEEDING TEMPORARY SEEDING

- 1. INSTRUCTION ON PREPARATION OF SOIL: PREPARE A GOOD SEED BED FOR PLANTING METHOD USED.
2. APPLY LIME AS FOLLOWS: # / ACRES, OR 138 # /M SQ. FT.
3. FERTILIZE WITH # POUNDS OF # N-P-K/AC. OR 18.4 POUNDS OF 10-20-20 N-P-K/M SQ. FT.
4. METHOD OF APPLYING LIME AND FERTILIZER: SPREAD AND WORK INTO THE SOIL BEFORE SEEDING.
5. SEED WITH THE FOLLOWING MIXTURE:
40% CREEPING RED FESCUE
30% CHARGER II PERENNIAL RYEGRASS
20% KENBLUE KENTUCKY BLUEGRASS
10% TUFTY CHEWINGS FESCUE
6. MULCHING INSTRUCTIONS: APPLY AT THE RATE OF # PER ACRE, OR 25 POUNDS PER M. SQ. FT.

Table with 3 columns: Item, Amount, Unit # TONS, ETC.
7. TOTAL LIME 138 #/1000 SQ. FT.
8. TOTAL FERTILIZER 18.4 #/1000 SQ. FT.
9. TOTAL SEED 1.03 #/1000 SQ. FT.
10. TOTAL MULCH 75 #/1000 SQ. FT.
11. TOTAL OTHER MATERIALS, SEEDS, ETC.
12. REMARKS

SPRING SEEDING IS RECOMMENDED, HOWEVER, LATE SUMMER (PRIOR TO SEPTEMBER 1) SEEDING CAN BE MADE. PERMANENT SEEDING SHOULD BE MADE PRIOR TO AUGUST 5 OR AS A DORMANT SEEDING AFTER THE FIRST KILLING FROST AND BEFORE THE FIRST SNOWFALL. IF SEEDING CANNOT BE DONE WITHIN THESE SEEDING DATES, TEMPORARY SEEDING AND MULCHING SHALL BE USED TO PROTECT THE SITE. Permanent seeding shall be delayed until the next recommended seeding period.

PROJECT: YORK STREET MIXED USE DEVELOPMENT
SITE LOCATION: PORTLAND, ME
PERMANENT SEEDING X TEMPORARY SEEDING

- 1. INSTRUCTION ON PREPARATION OF SOIL: PREPARE A GOOD SEED BED FOR PLANTING METHOD USED.
2. APPLY LIME AS FOLLOWS: # / ACRES, OR 138 # /M SQ. FT.
3. FERTILIZE WITH # POUNDS OF # N-P-K/AC. OR 18.4 POUNDS OF 10-10-10 N-P-K/M SQ. FT.
4. METHOD OF APPLYING LIME AND FERTILIZER: SPREAD AND WORK INTO THE SOIL BEFORE SEEDING.
5. SEED WITH THE FOLLOWING MIXTURE:
50% WINTER RYE
50% ANNUAL RYE
6. MULCHING INSTRUCTIONS: APPLY AT THE RATE OF # PER ACRE, OR 25 POUNDS PER M. SQ. FT.

Table with 3 columns: Item, Amount, Unit # TONS, ETC.
7. TOTAL LIME 138 #/1000 SQ. FT.
8. TOTAL FERTILIZER 13.8 #/1000 SQ. FT.
9. TOTAL SEED 1.03 #/1000 SQ. FT.
10. TOTAL MULCH 75 #/1000 SQ. FT.
11. TOTAL OTHER MATERIALS, SEEDS, ETC.
12. REMARKS

SPRING SEEDING IS RECOMMENDED; HOWEVER, LATE SUMMER (PRIOR TO SEPTEMBER 1) SEEDING CAN BE MADE. PERMANENT SEEDING SHOULD BE MADE PRIOR TO AUGUST 5 OR AS A DORMANT SEEDING AFTER THE FIRST KILLING FROST AND BEFORE THE FIRST SNOWFALL. IF SEEDING CANNOT BE DONE WITHIN THESE SEEDING DATES, TEMPORARY SEEDING AND MULCHING SHALL BE USED TO PROTECT THE SITE. PERMANENT SEEDING SHALL BE DELAYED UNTIL THE NEXT RECOMMENDED SEEDING PERIOD.

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



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Table with 3 columns: Rev., Date, Revision

Table with 3 columns: SITE PLAN REVIEW, Issued For, Date, By

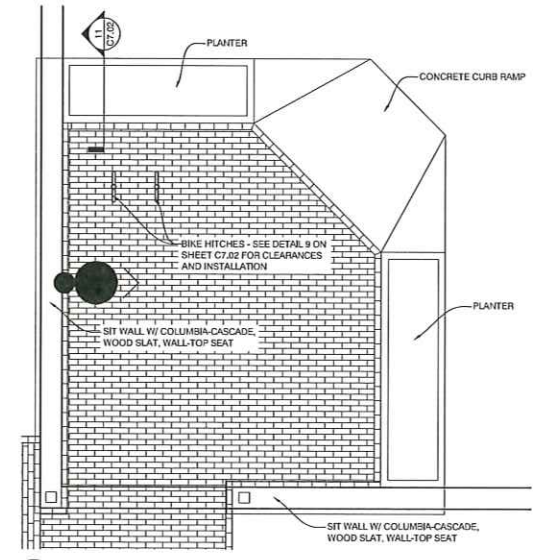
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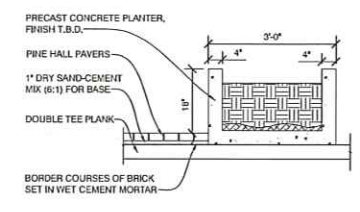
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Project: York Street - Mixed Use Development
Client: York Street, LLC
36 Danforth Street, Portland, ME 04101

Drawing No. C6.01



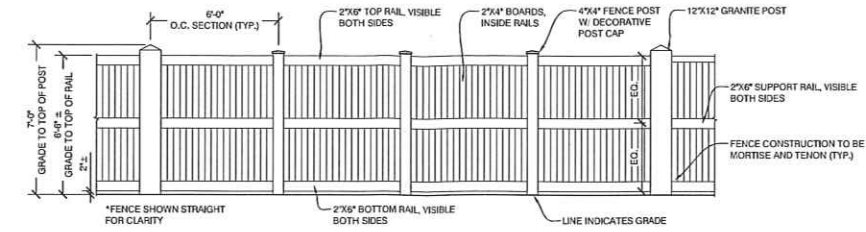


**8** PATIO AT PARKING GARAGE - PLAN  
1/4" = 1'-0"

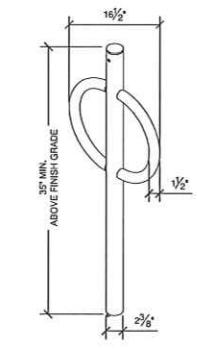


**11** PATIO PLANTER - SECTION  
1/2" = 1'-0"

EXPANDABLE TREE GRATE: HEEWAH FOUNDRY CO. MODEL R-88102, 16" O EXPANDABLE TREE OPENING, 625" SLOT OPENINGS, SEE SITE PLAN FOR SPECIFIC LOCATIONS.  
SIDEWALK MATERIAL PER CITY SIDEWALK MATERIAL POLICY.  
WHEN INSTALLED IN A BRICK SIDEWALK IT REQUIRES A FRAME TO BE INSTALLED TO HOLD THE GRATE IN PLACE.



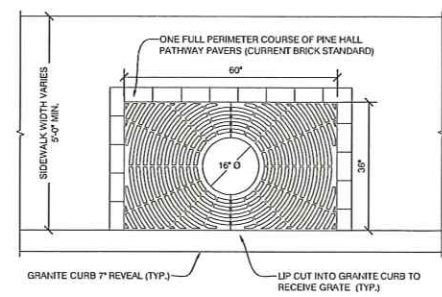
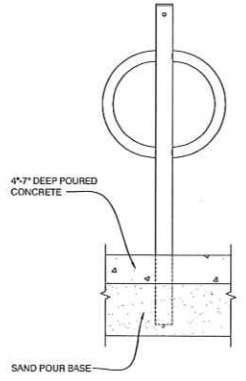
**10** FENCE - ELEVATION  
1/4" = 1'-0"



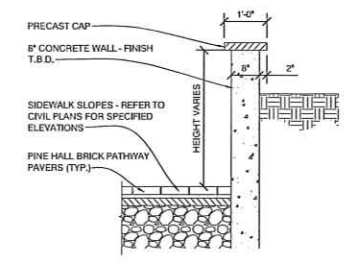
**9** BIKE HITCH - ELEVATION & SECTION  
NOT TO SCALE

**ZERO BIKE HITCH - INSTALLATION:**  
IN-GROUND MOUNTED BIKE HITCH SHALL BE EMBEDDED INTO CONCRETE BASE.  
PLACE STAKE IN POUR BED WHERE RACK SHALL SIT. SLIDE RACK END INTO STAKE TO ENSURE RACK REMAINS STRAIGHT WHILE CONCRETE IS POURED. VERIFY THAT RACK IS LEVEL AND SITS AT LEAST 3" ABOVE FINAL GRADE PRIOR TO POURING.  
POUR CONCRETE AROUND RACK. DO NOT TOUCH RACK UNTIL CONCRETE HAS FULLY SET.

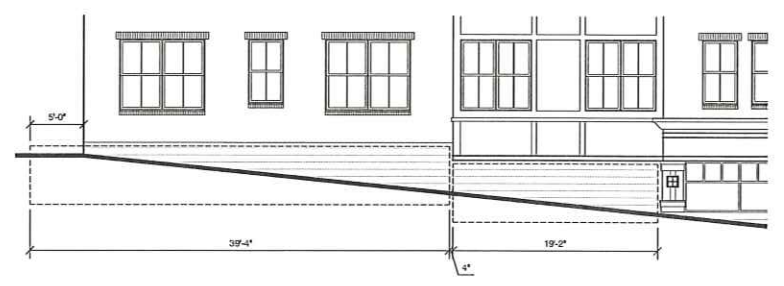
**ZERO BIKE HITCH - SETBACKS & CLEARANCES:**  
WALL SETBACKS - SET PARALLEL TO A WALL:  
MINIMUM: 12"  
RECOMMENDED: 24"  
WALL SETBACKS - SET PERPENDICULAR TO A WALL:  
MINIMUM: 30" (CENTERLINE)  
RECOMMENDED: 30" OR 64" IF ASSE IS NEEDED BETWEEN BIKE AND WALL  
DISTANCE BETWEEN RACKS:  
MINIMUM: 24"  
RECOMMENDED: 30"  
STREET SETBACK:  
MINIMUM: 30"



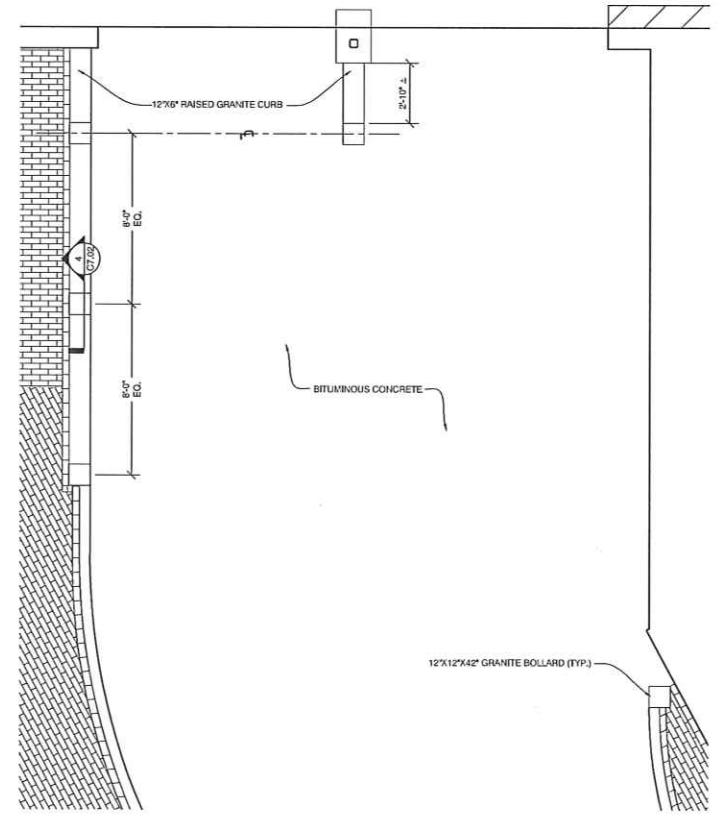
**7** EXPANDABLE TREE GRATE - PLAN  
1/2" = 1'-0"



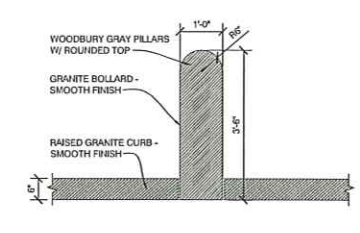
**6** PLANTER - SECTION  
1/2" = 1'-0"



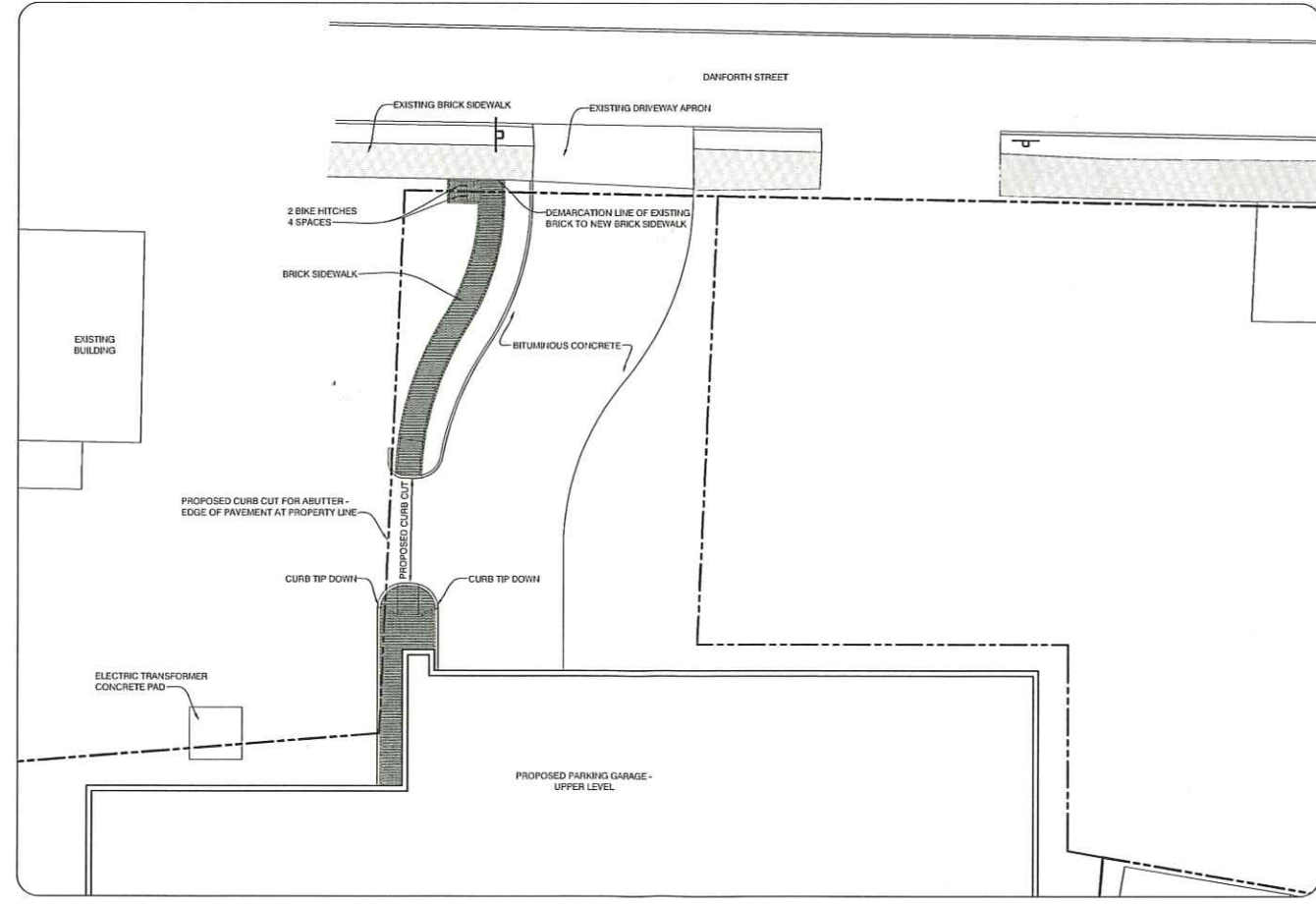
**5** PLANTER - ELEVATION  
1/8" = 1'-0"



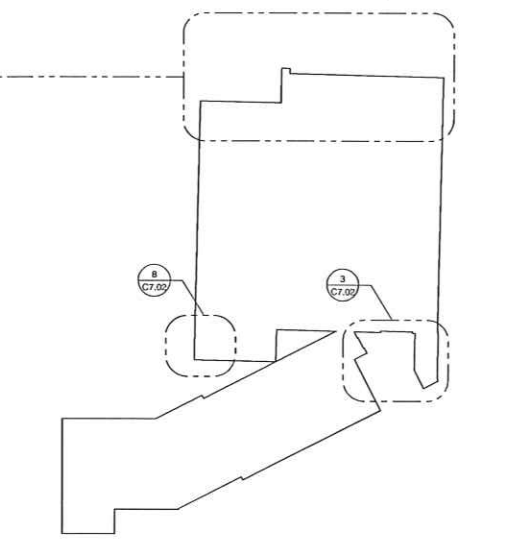
**3** GRANITE BOLLARD - PLAN  
1/4" = 1'-0"



**4** GRANITE BOLLARD - SECTION & EXAMPLE  
1/2" = 1'-0"

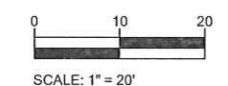
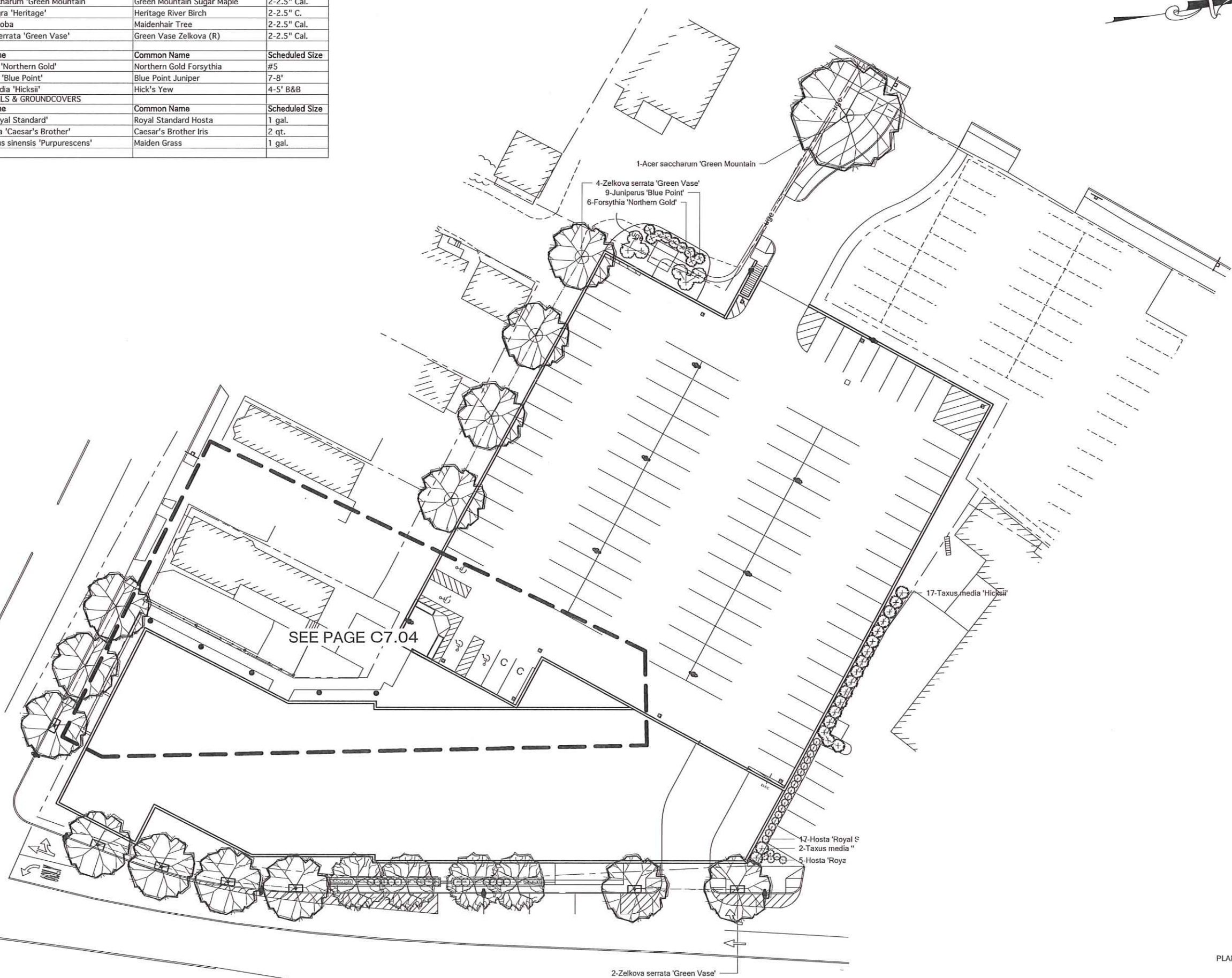


**2** HARDSCAPE PLAN - PARKING GARAGE  
1/16" = 1'-0"



**1** HARDSCAPE KEY PLAN  
1/64" = 1'-0"

PLANTING SCHEDULE			
TREES			
Quantity	Latin Name	Common Name	Scheduled Size
1	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2-2.5" Cal.
4	Betula nigra 'Heritage'	Heritage River Birch	2-2.5" C.
3	Ginkgo biloba	Maidenhair Tree	2-2.5" Cal.
10	Zelkova serrata 'Green Vase'	Green Vase Zelkova (R)	2-2.5" Cal.
SHRUBS			
Quantity	Latin Name	Common Name	Scheduled Size
6	Forsythia 'Northern Gold'	Northern Gold Forsythia	#5
9	Juniperus 'Blue Point'	Blue Point Juniper	7-8'
19	Taxus media 'Hicksii'	Hick's Yew	4-5' B&B
PERENNIALS & GROUNDCOVERS			
Quantity	Latin Name	Common Name	Scheduled Size
31	Hosta 'Royal Standard'	Royal Standard Hosta	1 gal.
10	Iris sibirica 'Caesar's Brother'	Caesar's Brother Iris	2 qt.
5	Miscanthus sinensis 'Purpurescens'	Maiden Grass	1 gal.



PLANTING PLAN PROVIDED BY:

**OPECHEE**  
CONSTRUCTION CORPORATION

11 CORPORATE DRIVE • BELLEVILLE, MA 01821  
PHONE (978) 252-5888 • WWW.OPECHEE.COM

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**Mixed Use Development**  
York & High Street  
Portland, Maine

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REVISION: . . . . .

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ISSUED: 8-14-15 SITE PLAN REVIEW . . . . .

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project architect: KS  
drawn by: KS

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LANDSCAPE PLAN  
COMMERCIAL

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sheet number:  
**C7.03**



REVISION:

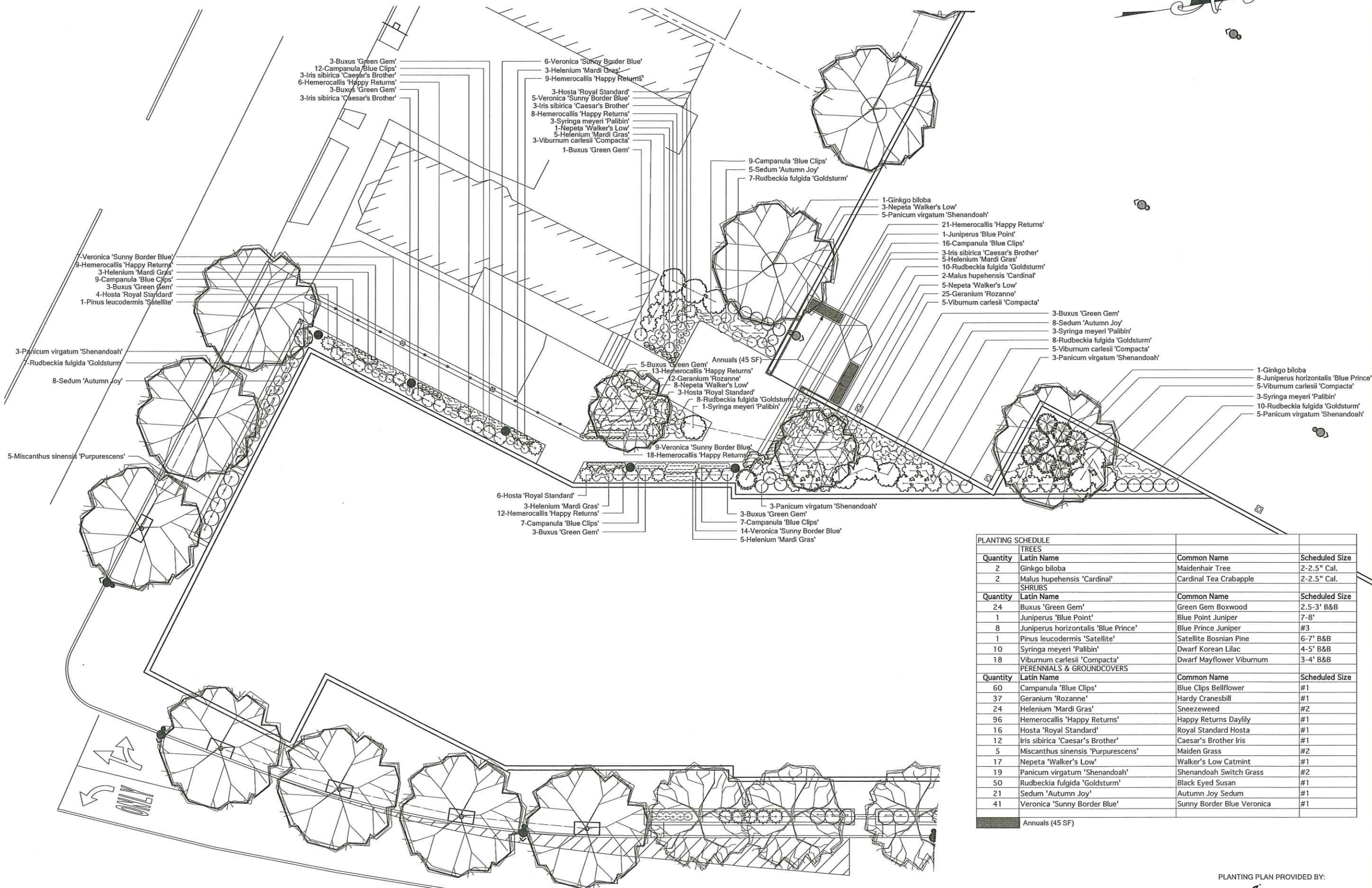
ISSUED: 8-14-15  
SITE PLAN REVIEW

project architect: KS  
drawn by: KS

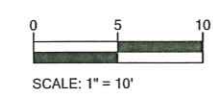
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PLAN  
RESIDENTIAL

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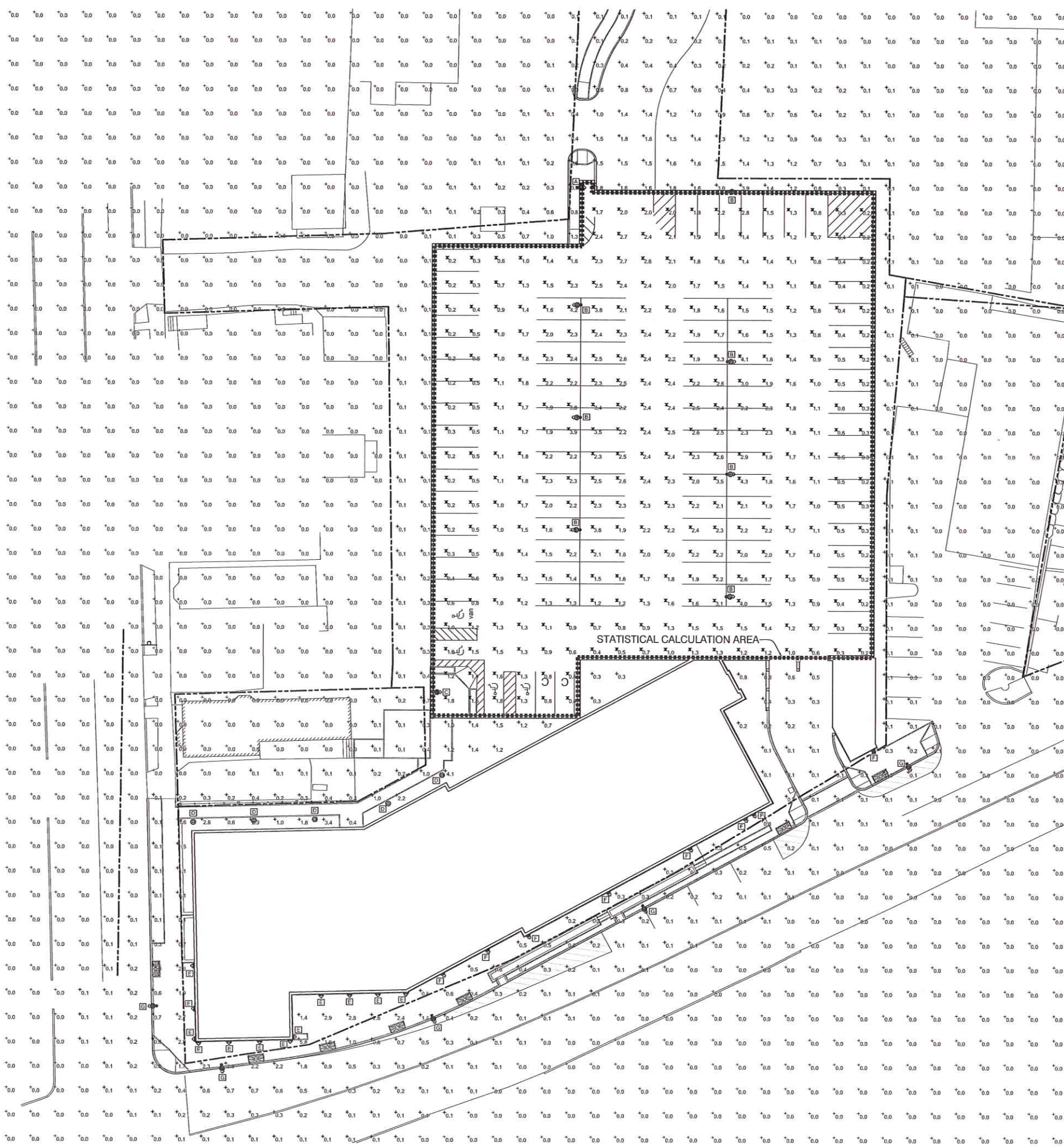
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PLANTING SCHEDULE			
TREES			
Quantity	Latin Name	Common Name	Scheduled Size
2	Ginkgo biloba	Maidenhair Tree	2-2.5" Cal.
2	Malus hupehensis 'Cardinal'	Cardinal Tea Crabapple	2-2.5" Cal.
SHRUBS			
Quantity	Latin Name	Common Name	Scheduled Size
24	Buxus 'Green Gem'	Green Gem Boxwood	2.5-3' B&B
1	Juniperus 'Blue Point'	Blue Point Juniper	7-8'
8	Juniperus horizontalis 'Blue Prince'	Blue Prince Juniper	#3
1	Pinus leucodermis 'Satellite'	Satellite Bosnian Pine	6-7' B&B
10	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	4-5' B&B
18	Viburnum carlesii 'Compacta'	Dwarf Mayflower Viburnum	3-4' B&B
PERENNIALS & GROUNDCOVERS			
Quantity	Latin Name	Common Name	Scheduled Size
60	Campanula 'Blue Clips'	Blue Clips Bellflower	#1
37	Geranium 'Rozanne'	Hardy Cranesbill	#1
24	Helenium 'Mardi Gras'	Sneezeweed	#2
96	Hemerocallis 'Happy Returns'	Happy Returns Daylily	#1
16	Hosta 'Royal Standard'	Royal Standard Hosta	#1
12	Iris sibirica 'Caesar's Brother'	Caesar's Brother Iris	#1
5	Miscanthus sinensis 'Purpurescens'	Maiden Grass	#2
17	Nepeta 'Walker's Low'	Walker's Low Catmint	#1
19	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	#2
50	Rudbeckia fulgida 'Goldsturm'	Black Eyed Susan	#1
21	Sedum 'Autumn Joy'	Autumn Joy Sedum	#1
41	Veronica 'Sunny Border Blue'	Sunny Border Blue Veronica	#1
Annuals (45 SF)			



PLANTING PLAN PROVIDED BY:  
**Elm Grove**  
Property Solutions  
LLC



LIGHT FIXTURE SCHEDULE					
SYMBOL	TYPE	DESCRIPTION	MANUFACTURER / CATALOG NO.	LAMPS	MOUNTING
	A	DECORATIVE PENDANT LUMINAIRE WITH CONCAVE HOOD	US ARCHITECTURAL LIGHTING DSCP1-48VLED-NW-700mA-HS	ONE LED MODULE CONSISTING OF 48 LEADS, VERTICAL MOUNTED, 45 OPTICS WITH MOLDED BLACK PLASTIC HOUSE SIDE SHIELD, CLEAR FLAT GLASS LENS	POLE MOUNTED- 20' HEIGHT
	B	DECORATIVE PENDANT LUMINAIRE WITH CONCAVE HOOD	US ARCHITECTURAL LIGHTING DSCP1-V50-48VLED-NW-700mA-NV	ONE LED MODULE CONSISTING OF 48 LEADS, VERTICAL MOUNTED, CLEAR FLAT GLASS LENS	POLE MOUNTED- 20' HEIGHT
	C	DECORATIVE PENDANT LUMINAIRE WITH CONCAVE HOOD	US ARCHITECTURAL LIGHTING DSCP1-4V-48VLED-NW-700mA-HS	ONE LED MODULE CONSISTING OF 48 LEADS, VERTICAL MOUNTED, 45 OPTICS WITH MOLDED BLACK PLASTIC HOUSE SIDE SHIELD, CLEAR FLAT GLASS LENS	POLE MOUNTED- 20' HEIGHT
	D	1/2\"/>	US ARCHITECTURAL LIGHTING BD48-CL-4V-36LED-NV	LED VPA CONSISTING 6 INDIVIDUAL LED TUBES WITH FROSTED DIFFUSE LENSES, ACRYLIC LENS ENCLOSURE, AND INTERNAL LOUVER. LUMENS = 130 PER LED AT 3500MA (85°C)	MOUNTED AT GRADE
	E	CAST ALUMINUM SURFACE MOUNT WALL SCONCE	LUMINIS ITR602-L1W12R1	ONE BRIDGELUX BYRC-40E-6000-F ROUND LED ARRAY, WHITE 12W SSL CW THOMAS RESEARCH DRIVER DV3007000 @120V	BUILDING MOUNTED- HEIGHT VARIES
	F	CAST ALUMINUM ECLIPSE WALL SCONCE	LUMINIS W633-L1W12	ONE WHITE LED ARRAY WITH WHITE PAINTED REFLECTORS AND WHITE TRANSLUCENT LENS, LUMENS = 700 LMS	BUILDING MOUNTED- HEIGHT VARIES
	G	CITY OF PORTLAND EASTERN WATERFRONT DISTRICT MEDIUM POLE MOUNTED LIGHT FABRICATED METAL HOUSE#3	HOLOPHANE LIGHTING ESJ 175PM MA CMC 45-64319	ONE 175W CLEAR METAL HALIDE LAMP, VERTICAL MOUNTED.	POLE MOUNTED- SEE DETAIL ON SHEET C8.02

NOTES:  
 1) LIGHTING CALCULATION IS REPRESENT HORIZONTAL MAINTAINED ILLUMINANCE LEVELS (FOOT CANDLE) MEASURED AT GRADE ON A 10x10 GRID. CITY STREET LIGHTS ARE NOT INCLUDED IN THE LIGHTING CALCULATION.  
 2) CALCULATED GRID STATISTICS ARE AS FOLLOWS:  
 AVG: 1.5 fc MW: 0.2 fc MAX: 4.3 fc MAX/MIN: 220:1 AVGMIN: 0.81  
 3) STATISTICAL CALCULATION POINTS ARE DELINEATED WITH \*



Mixed Use Development  
 York & High Street  
 Portland, Maine

REVISION:

ISSUED:  
 8-14-15  
 SITE PLAN REVIEW

project architect: KK  
 drawn by: CDR

LIGHTING &  
 PHOTOMETRICS  
 PLAN

sheet number:  
**C8.01**

### LUMINIS® W633/W635/W639 ECLIPSE - LED

TYPE: \_\_\_\_\_ QUANTITY: \_\_\_\_\_ PROJECT: \_\_\_\_\_

CATALOG NUMBER	FIXTURE	WATTAGE	VOLTAGE	FINISH	ELECTRICAL		ACCESSORY	
					OPTION	OPTION	OPTION	OPTION

1. The removable cover. (See option DL for up light)
2. Cast aluminum top sealed lens holder.
3. High impact safety frosted UV-stabilized acrylic diffuser.
4. Set of 2 x 1/2" (51) inch aluminum struts.
5. Heat sink aluminum front.
6. LED light engine.
7. Cast aluminum trim holder.
8. Cast aluminum lower electrical chamber housing.
9. Removable bottom cover. (See option LFL for down light.)

W633 With black alum. lower block

W635 With white/black upper/lower

W639 With white/black upper/lower

**MATERIALS**  
Eclipse is made of corrosion resistant 305 aluminum alloy with a copper (Cu) content of less than 0.10%.  
Light source is enclosed in a high impact safety frosted UV-stabilized acrylic sealed a flow, secured with a set of (2) 1/2" diameter solid aluminum struts.  
W633: Set of two cast aluminum lower block.  
W635: High impact safety frosted acrylic diffuser.  
W639: Removable bottom cover of long aluminum light shield.

**ELECTRICAL**  
LED: 150/27V multi volt (50-240V) with a minimum starting temperature of -20°C (-4°F). Output of 347V on request. Output over voltage, output over current and output short circuit protection with auto-recovery, over temperature protection (TPSC).  
LED: Standard 4000K LED platform included. Optional 3000K and 3500K. Removable modular LED platform.

**LIFE**  
50,000 hrs. L<sub>70</sub> (based on IESNA TM-21 Test Method and L70-50 data). 68,000 hrs. L<sub>80</sub> (calculated projection from L70-50 data).

**FINISH**  
Finish is a powder coat process including pre-treatment of cast aluminum parts for air extraction, and an electrocoat, finish, alloy, solvent, fluoropolymer coating is applied through an ultrasonic process and is cured for long term finish.

**MOUNTING**  
Maximum height W633 8'10" (8.17m)  
Maximum height W635 8'5" (8.53m)  
Maximum height W639 8'2" (8.27m)  
Eclipse is designed for ease of access and installation.  
Standard luminaire is packed with a full length steel advanced wall mounting plate to ensure uniform adherence.

**CERTIFICATION**  
Tested to UL98 and CSA 222 #250. ETL listed and cULus. Photometric data is confirmed by an independent laboratory in accordance with IES LM-79-09 standard or 25°C. Current, temperature, and accuracy with IESNA LM-79 standard. CE certification on request. See datasheet.

OPTIONAL: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

### LUMINIS® NT802/NT804/NT812 NAUTILUX - LED Surface mount

TYPE: \_\_\_\_\_ QUANTITY: \_\_\_\_\_ PROJECT: \_\_\_\_\_

CATALOG NUMBER	FIXTURE	WATTAGE	VOLTAGE	FINISH	ELECTRICAL		ACCESSORY	
					OPTION	OPTION	OPTION	OPTION

1. Cast aluminum enclosed housing.
2. Silicone gasket with memory retention.
3. LED cast aluminum heat dissipating fin.
4. White enamel reflective surface.
5. Removable frosted glass diffuser with internal corrugated structural pattern.
6. Cast aluminum front cover latches.

NT802 Cast aluminum lower block

NT804 Cast aluminum upper/lower

NT812 Cast aluminum double cover block

**MATERIALS**  
Housing is made of corrosion resistant 305 aluminum alloy with a copper (Cu) content of less than 0.10%.  
The front enclosure of the Nautilus is designed to be open in a 90 degree arc or coupled with adjustment of multiple cast aluminum blocks.  
LED light engine is expanded to increase down lighting while maintaining a uniform light output from the glass diffuser. LED module is easily removable and replaced with a heat dissipating plate for optimal light performance.

**ELECTRICAL**  
LED: Standard 4000K LED platform included. Optional 3000K and 3500K. Removable modular LED platform.

**LIFE**  
50,000 hrs. L<sub>70</sub> (based on IESNA TM-21 Test Method and L70-50 data). 68,000 hrs. L<sub>80</sub> (calculated projection from L70-50 data).

**FINISH**  
Finish is a powder coat process including pre-treatment of cast aluminum parts for air extraction, and an electrocoat, finish, alloy, solvent, fluoropolymer coating is applied through an ultrasonic process and is cured for long term finish.

**CERTIFICATION**  
Tested to UL98 and CSA 222 #250. ETL listed and cULus. Photometric data is confirmed by an independent laboratory in accordance with IES LM-79-09 standard or 25°C. Current, temperature, and accuracy with IESNA LM-79 standard. CE certification on request. See datasheet.

OPTIONAL: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

**USUMMARY**  
Holophane Lighting model ESU175NH1244-R Luminaire shall be furnished and installed by The Central Maine Power Company under the municipal lease agreement for street lighting.  
Luminaire shall be manufacturer's standard black color.

**LEMP**  
Holophane Lighting model S-4175/U 64471 Vertical mounted, 175 watt mogul base clear metal halide lamp.

**BRACKET ARM**  
Holophane Lighting model OLC 4063-18 Aluminum crossarm with a post-top fitting for a 3-1/2" by 8" lemon.  
Bracket arm shall be manufacturer's standard black color.

**SLIP FITTER**  
Holophane Lighting model BR4200-SCA/AS (Boston Harbor Series) 2-3/8" O.D. with swivel cast fitter.  
Slip fitter shall be manufacturer's standard black color.

**LIGHTING POLE**  
Tapered steel pole shaft rated for a 90mph wind load with a 1.3 gust factor. Provide four hot-dipped galvanized steel L-type anchor bolts.  
Lighting pole shall be manufacturer's standard black color.

**DECORATIVE POLE BASE**  
Holophane Lighting model Cambridge Series Decorative cast aluminum base. Hardware shall be stainless steel.  
Decorative pole base shall be manufacturer's standard black color.

**APPLICATION**  
Street/Sidewalk lighting for two-way streets with parking on one side, or one-way streets.  
Suggested layout:  
80-100 ft on center (one side only)  
150-200 ft on center (staggered pattern both sides)

**City of Portland, Maine**  
Street & Sidewalk Lighting  
WATERFRONT COMMERCIAL DISTRICT  
Medium Scale Lighting Pole  
04/15/14

DATE: AUGUST 2009	CITY OF PORTLAND, MAINE TECHNICAL STANDARDS MANUAL	MUNICIPAL STREET LIGHTING STANDARDS SECTION X	FIGURE: <b>X-5C</b>
REVISED:	<b>EASTERN WATERFRONT DISTRICT MEDIUM SCALE LIGHTING POLE</b>		

### Specifications

**Housing** - Double corrosion resistant extruded (minimum .125" wall thickness) and cast aluminum (minimum .188" wall thickness) construction.

**Internal Louver (IL)** - A specular louver stack conceals the inner lamp module and provides uplight and glare control through the external clear polycarbonate lens.

**Cast Louver (CL and CLHW)** - Cast aluminum (A356 alloy - 0.2% Cu) louver stack protects the internal lamp module (with cooling glass enclosure) or LED Power Array Module (with optical diffuser). Horizontal louvers create a 30° cut-off angle. All horizontal louvers provide 360° of daylight (CL) or combine with vertical louvers to provide 180° of daylight and 180° of vertical illumination (CLHW).

**Optical Lens (OL)** - Optic polycarbonate lens protects the internal lamp or LED Power Array Module (with optical diffuser) and provides uniform illumination.

**Thin Reflector (TR)** - Thin plate reflector for cut-off view of the LED lamp and reflects light downward toward a parabolic reflector that projects even illumination around the bulb through a clear polycarbonate enclosure. For LED sources, a radial LED assembly directs light toward the parabolic reflector element.

**Parabolic Glass Reflector (PG)** - HD only - Clear polycarbonate lens surrounds a parabolic glass reflector (Type II and Type V).

**Electrical Module** - All electrical components are UL and cUL recognized and mounted on a single plate and factory pre-wired with quick-disconnect plugs. All HD lamps are medium base (E26) or E29 base (E12). Electronic MH ballasts have a power factor of 0.95 (55/5W - 100W) - 201 starting, 120/27V and have lamp End-of-Life protection. 347V option utilizes a step down transformer to the electronic ballast. Magnetic MH ballasts are high power factor (55/5W - 100W) - 201F starting, multi-top 120/27V. CFL ballasts are core and coil, high-reactance, high power factor (35/5W - 100W) - 40F starting. Electronic CFL ballasts are high power factor 120 - 277 voltage sensing, 0.95+ power factor, supplied for all 15W - 42W triple lamp lamps.

**LED Driver** - UL and cUL recognized High Power Factor Constant Current LED driver operates on input voltages from 120/27VAC, 50/60Hz and is mechanically fastened to a retaining bracket. 347V option may utilize a step down transformer to the LED driver. Driver has a minimum 40V of internal surge protection. Consult factory for other voltages. Dimming and High/Low Driver options available. 10KV & 20KV Surge Protector optional.

### Dimensions

BDA6

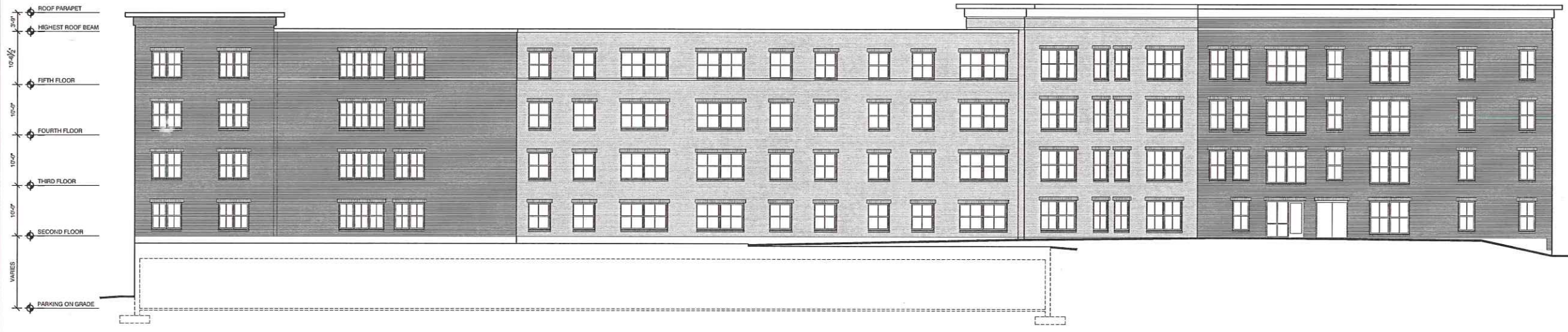
BDA8

**LED Power Array** - Three-dimensional array consisting of 6 individual LED tubes fastened to a retaining plate equally spaced to provide 360° of even illumination output. Each LED tube consists of a circuit board populated with a multiple of LEDs which is fastened to a radial aluminum heat sink. A white polycarbonate lens and end caps protect each LED tube's internal components and provides diffusion to prevent shadowing and hotspots.

**Finish** - Electrochemically applied TiO<sub>2</sub> Polymer Powder Coat on substrate prepared with 20/28 power wash at 140°F. All castings are shot blasted to provide a uniform surface prior to power wash and paint. A four step ion phosphate pretreatment for protection and part adhesion is utilized. 400°F bake for maximum hardness and durability.

**Typical Order Example: BDA8-TR1/20PS/MH80/RAL-019-T/10SP**

MODEL	OPTICS	WATTAGE	HID TYPE	VOLTAGE	STANDARD THERMAL FINISH	FINISH	OPTIONS
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<input type="checkbox"/> BDA8	<input type="checkbox"/> REFLECTOR	100	<input type="checkbox"/> MH	120	<input type="checkbox"/> BLACK	<input type="checkbox"/> BLACK	<input type="checkbox"/> HORIZONTAL SEGMENTED REFLECTORS
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<input type="checkbox"/> BDA8	<input type="checkbox"/> REFLECTOR	100	<				



**4** PARKING DECK EXTERIOR ELEVATION  
3/32" = 1'-0"



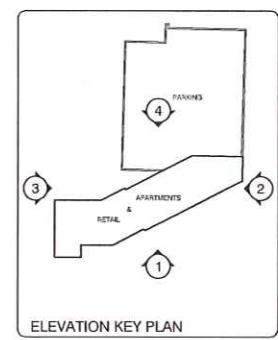
**3** HIGH STREET EXTERIOR ELEVATION  
3/32" = 1'-0"



**2** SIDE YORK STREET EXTERIOR ELEVATION  
3/32" = 1'-0"



**1** YORK STREET EXTERIOR ELEVATION  
3/32" = 1'-0"



Mixed Use Development  
York & High Street  
Portland, Maine

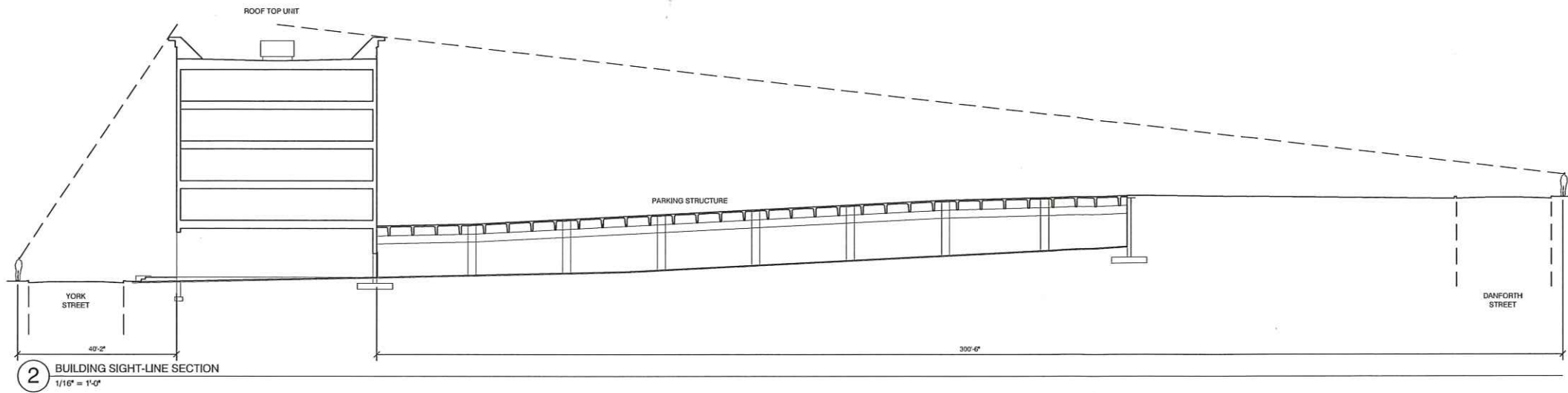
REVISION:  
.....

ISSUED:  
08-14-15 SITE PLAN REVIEW  
.....

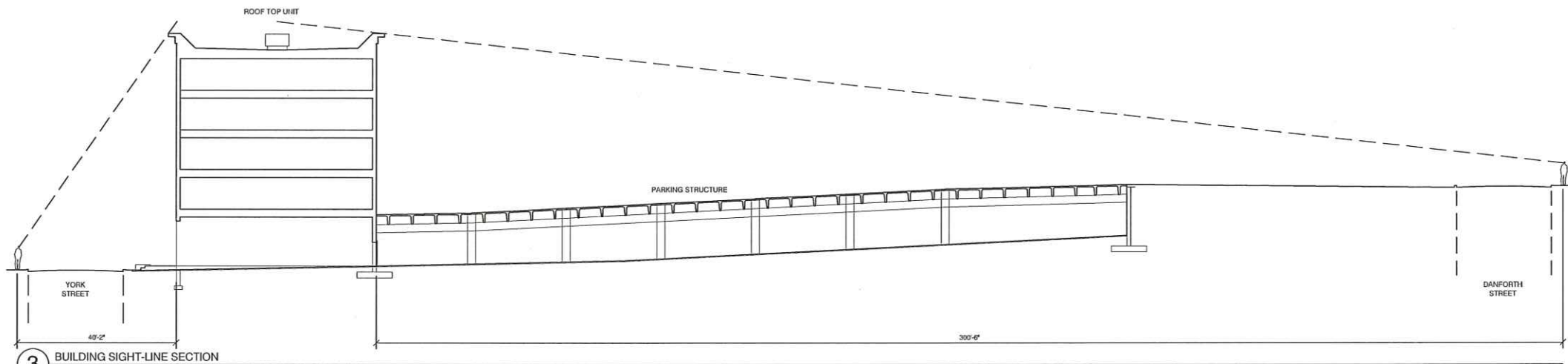
project architect: KK  
drawn by: DQ

EXTERIOR  
BUILDING  
ELEVATIONS

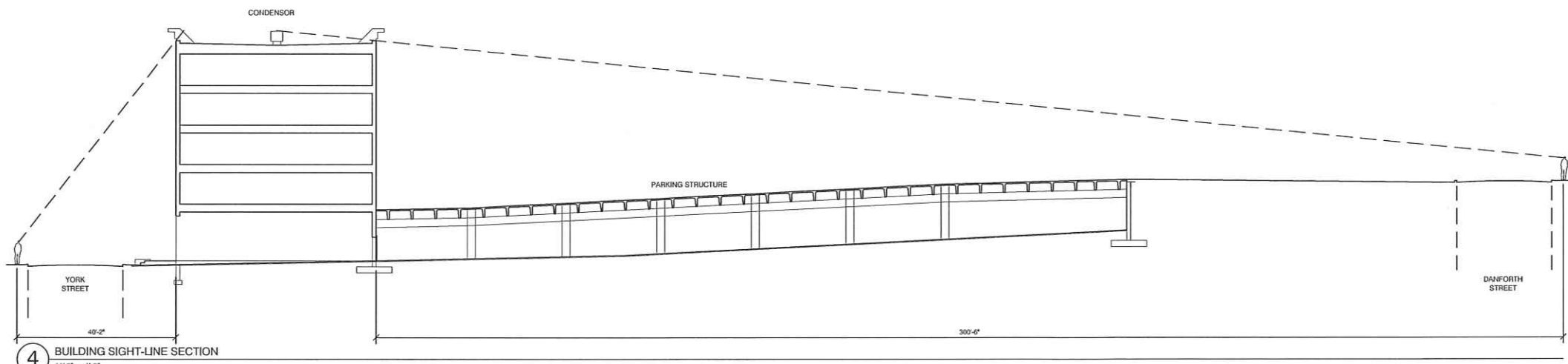
sheet number:  
**C9.01**



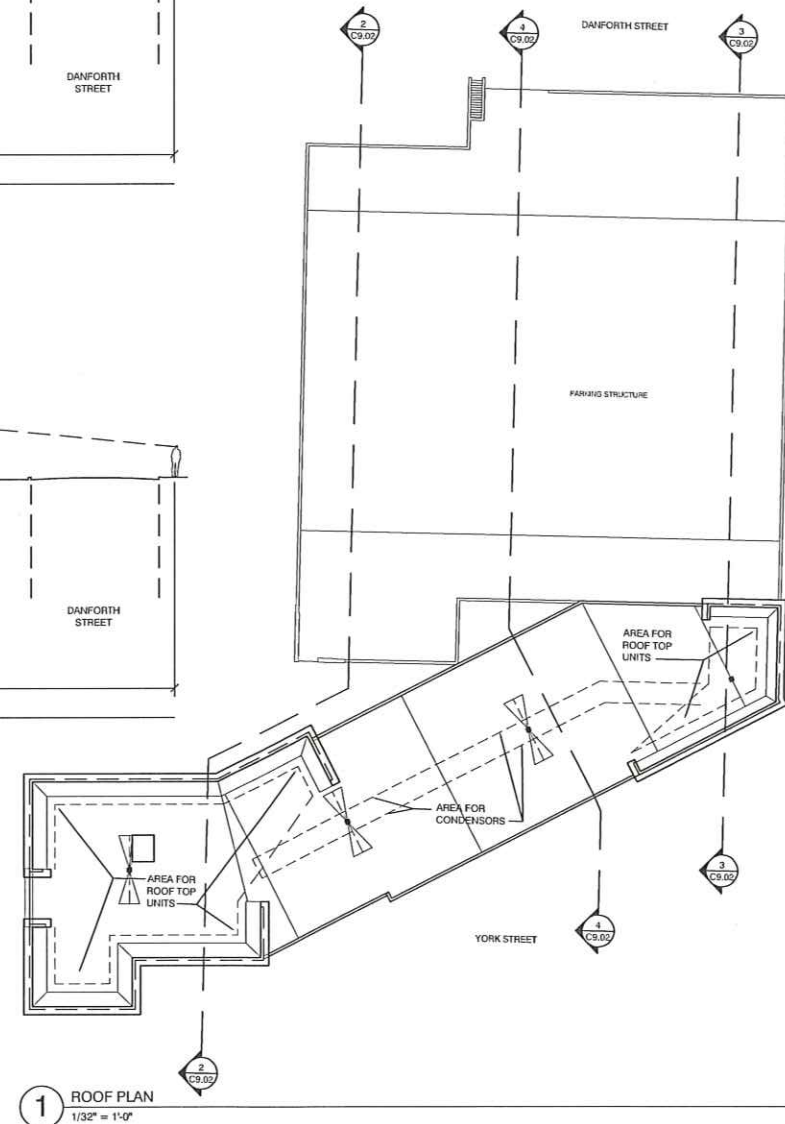
2 BUILDING SIGHT-LINE SECTION  
1/16" = 1'-0"



3 BUILDING SIGHT-LINE SECTION  
1/16" = 1'-0"



4 BUILDING SIGHT-LINE SECTION  
1/16" = 1'-0"



1 ROOF PLAN  
1/32" = 1'-0"



11 CORPORATE DRIVE • BELLISPORT, ME 04002  
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Mixed Use Development

York & High Street  
Portland, Maine

REVISION:

ISSUED:  
08-14-15 SITE PLAN REVIEW

project architect: KK  
drawn by: DQ

BUILDING SECTION & ROOF PLAN

sheet number:  
C9.02



1 LOWER LEVEL FLOOR PLAN  
 3/32" = 1'-0"



Mixed Use Development  
 York & High Street  
 Portland, Maine

REVISION:  
 . . .

ISSUED:  
 08-14-15 SITE PLAN REVIEW  
 . . .

project architect: KK  
 drawn by: DQ

LOWER LEVEL FLOOR PLAN

sheet number:  
**C9.03**



1 SECOND LEVEL FLOOR PLAN  
3/32" = 1'-0"



Mixed Use Development  
York & High Street  
Portland, Maine

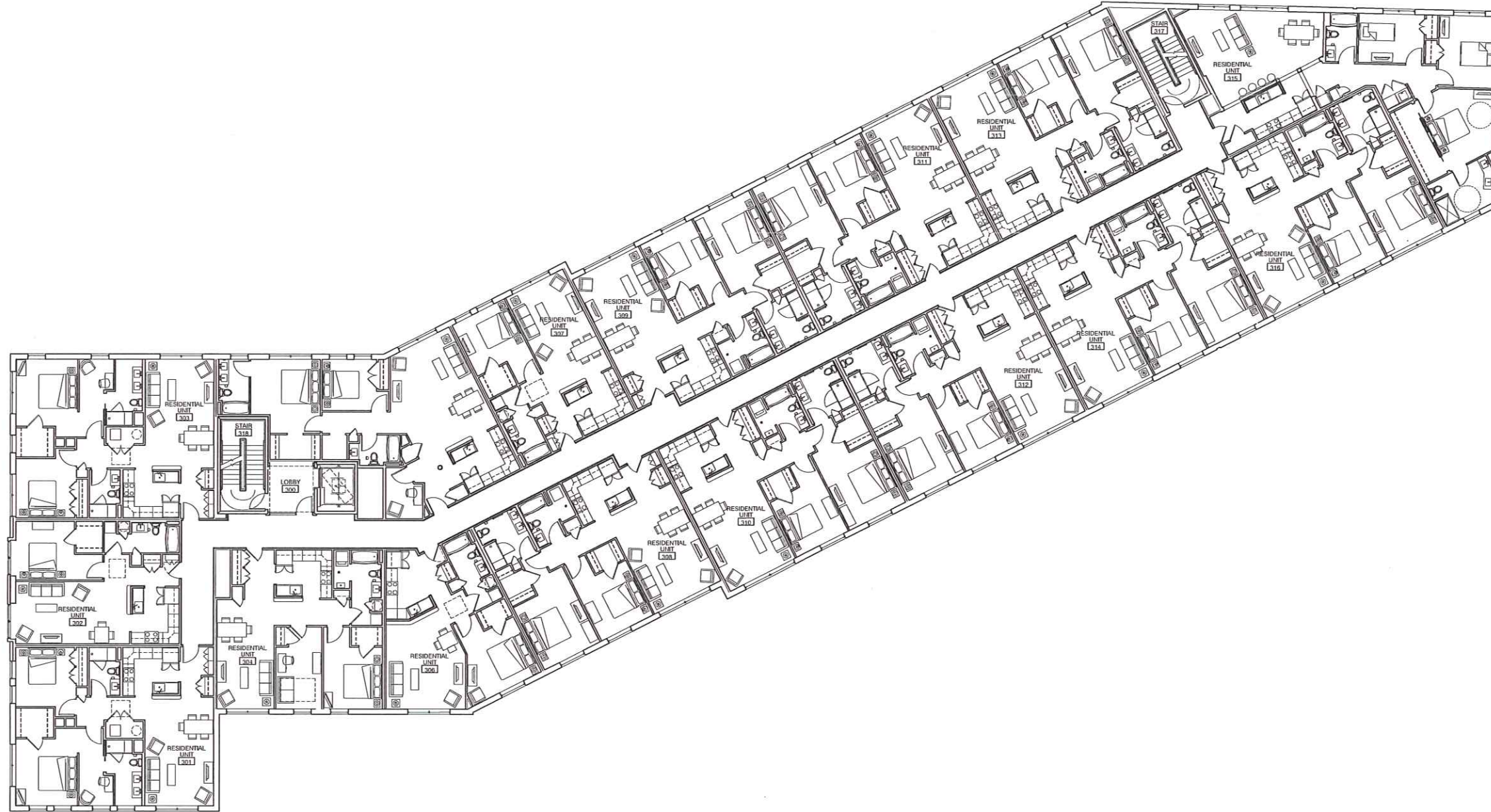
REVISION:  
.....

ISSUED:  
08-14-15 SITE PLAN REVIEW  
.....

project architect: KK  
drawn by: DQ

SECOND LEVEL FLOOR PLAN

sheet number:  
C9.04



1 THIRD LEVEL FLOOR PLAN  
 3/32" = 1'-0"



Mixed Use Development  
 York & High Street  
 Portland, Maine

REVISION:  
 . . . .

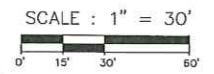
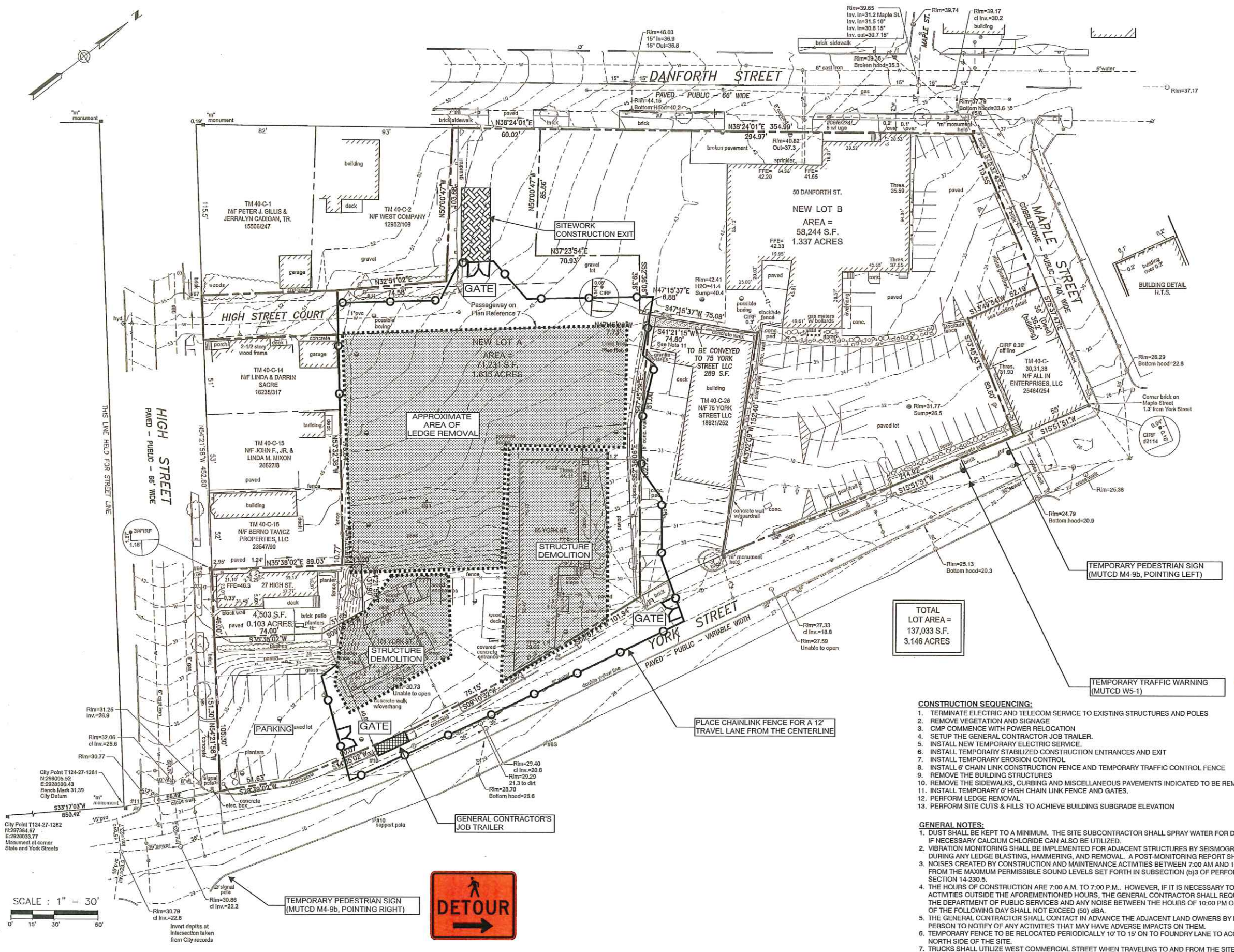
ISSUED:  
 08-14-15 SITE PLAN REVIEW  
 . . . .

project architect: KK  
 drawn by: DQ

THIRD LEVEL FLOOR PLAN

sheet number:  
**C9.05**





SCALE : 1" = 30'

HIGH STREET  
PAVED - PUBLIC - 66' WIDE

DANFORTH STREET  
PAVED - PUBLIC - 66' WIDE

YORK STREET  
PAVED - PUBLIC - VARIABLE WIDTH



TEMPORARY PEDESTRIAN SIGN  
(MUTCD M4-9b, POINTING RIGHT)



TEMPORARY PEDESTRIAN SIGN  
(MUTCD M4-9b, POINTING LEFT)



TEMPORARY TRAFFIC WARNING  
(MUTCD W5-1)

TOTAL LOT AREA =  
137,033 S.F.  
3.146 ACRES

CONSTRUCTION SEQUENCING:

1. TERMINATE ELECTRIC AND TELECOM SERVICE TO EXISTING STRUCTURES AND POLES
2. REMOVE VEGETATION AND SIGNAGE
3. CMP COMMENCE WITH POWER RELOCATION
4. SETUP THE GENERAL CONTRACTOR JOB TRAILER.
5. INSTALL NEW TEMPORARY ELECTRIC SERVICE.
6. INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCES AND EXIT
7. INSTALL TEMPORARY EROSION CONTROL
8. INSTALL 6" CHAIN LINK CONSTRUCTION FENCE AND TEMPORARY TRAFFIC CONTROL FENCE
9. REMOVE THE BUILDING STRUCTURES
10. REMOVE THE SIDEWALKS, CURBING AND MISCELLANEOUS PAVEMENTS INDICATED TO BE REMOVED (SALVAGE CURBING FOR THE CITY).
11. INSTALL TEMPORARY 6" HIGH CHAIN LINK FENCE AND GATES.
12. PERFORM LEDGE REMOVAL
13. PERFORM SITE CUTS & FILLS TO ACHIEVE BUILDING SUBGRADE ELEVATION

GENERAL NOTES:

1. DUST SHALL BE KEPT TO A MINIMUM. THE SITE SUBCONTRACTOR SHALL SPRAY WATER FOR DUST CONTROL. IF NECESSARY CALCIUM CHLORIDE CAN ALSO BE UTILIZED.
2. VIBRATION MONITORING SHALL BE IMPLEMENTED FOR ADJACENT STRUCTURES BY SEISMOGRAPHS RECORDINGS DURING ANY LEDGE BLASTING, HAMMERING, AND REMOVAL. A POST-MONITORING REPORT SHALL BE GENERATED.
3. NOISES CREATED BY CONSTRUCTION AND MAINTENANCE ACTIVITIES BETWEEN 7:00 AM AND 10:00 PM ARE EXEMPT FROM THE MAXIMUM PERMISSIBLE SOUND LEVELS SET FORTH IN SUBSECTION (b)(3) OF PERFORMANCE STANDARDS SECTION 14-230.5.
4. THE HOURS OF CONSTRUCTION ARE 7:00 A.M. TO 7:00 P.M.. HOWEVER, IF IT IS NECESSARY TO PERFORM CONSTRUCTION ACTIVITIES OUTSIDE THE FOREMENTIONED HOURS, THE GENERAL CONTRACTOR SHALL REQUEST PERMISSION FROM THE DEPARTMENT OF PUBLIC SERVICES AND ANY NOISE BETWEEN THE HOURS OF 10:00 PM OF ONE (1) DAY AND 7:00 AM OF THE FOLLOWING DAY SHALL NOT EXCEED (50) dBA.
5. THE GENERAL CONTRACTOR SHALL CONTACT IN ADVANCE THE ADJACENT LAND OWNERS BY EMAIL, TELEPHONE, OR IN PERSON TO NOTIFY OF ANY ACTIVITIES THAT MAY HAVE ADVERSE IMPACTS ON THEM.
6. TEMPORARY FENCE TO BE RELOCATED PERIODICALLY 10' TO 15' ON TO FOUNDRY LANE TO ACCOMMODATE WORK ON THE NORTH SIDE OF THE SITE.
7. TRUCKS SHALL UTILIZE WEST COMMERCIAL STREET WHEN TRAVELING TO AND FROM THE SITE.
8. THE CURRENT PAVEMENT MARKINGS FOR THE DIAGONAL PARKING ALONG COMMERCIAL SHALL BE "BLACKED OUT" WITH PAINT.
9. KNOX LOCKS SHALL BE INSTALLED ON ALL GATES TO ALLOW THE FIRE DEPARTMENT ACCESS TO THE SITE

NEW LOT B  
AREA =  
58,244 S.F.  
1.337 ACRES

NEW LOT A  
AREA =  
71,231 S.F.  
1.635 ACRES

APPROXIMATE  
AREA OF  
LEDGE REMOVAL

STRUCTURE  
DEMOLITION

STRUCTURE  
DEMOLITION

PARKING  
paved lot

GENERAL CONTRACTOR'S  
JOB TRAILER

PLACE CHAINLINK FENCE FOR A 12'  
TRAVEL LANE FROM THE CENTERLINE

TM 40-C-1  
N/F PETER J. GILLIS &  
JERRALYN CADIGAN, TR.  
15509/247

TM 40-C-2  
N/F WEST COMPANY  
12982/109

TM 40-C-14  
N/F LINDA & DARRIN  
SACRE  
16235/317

TM 40-C-15  
N/F JOHN F., JR. &  
LINDA M. MIXON  
28627/8

TM 40-C-16  
N/F BERNO TAVICZ  
PROPERTIES, LLC  
23547/90

27 HIGH ST.  
4,503 S.F.  
paved 0.103 ACRES  
74.00'

TM 40-C-26  
N/F 75 YORK  
STREET LLC  
18821/252

TM 40-C-  
30,31,38  
N/F ALL IN  
ENTERPRISES, LLC  
25484/254

City Point T124-27-1261  
N-297364.67  
E-298090.43  
Bench Mark 31.39  
City Datum

City Point T124-27-1262  
N-297364.67  
E-298090.43  
Monument at corner  
State and York Streets

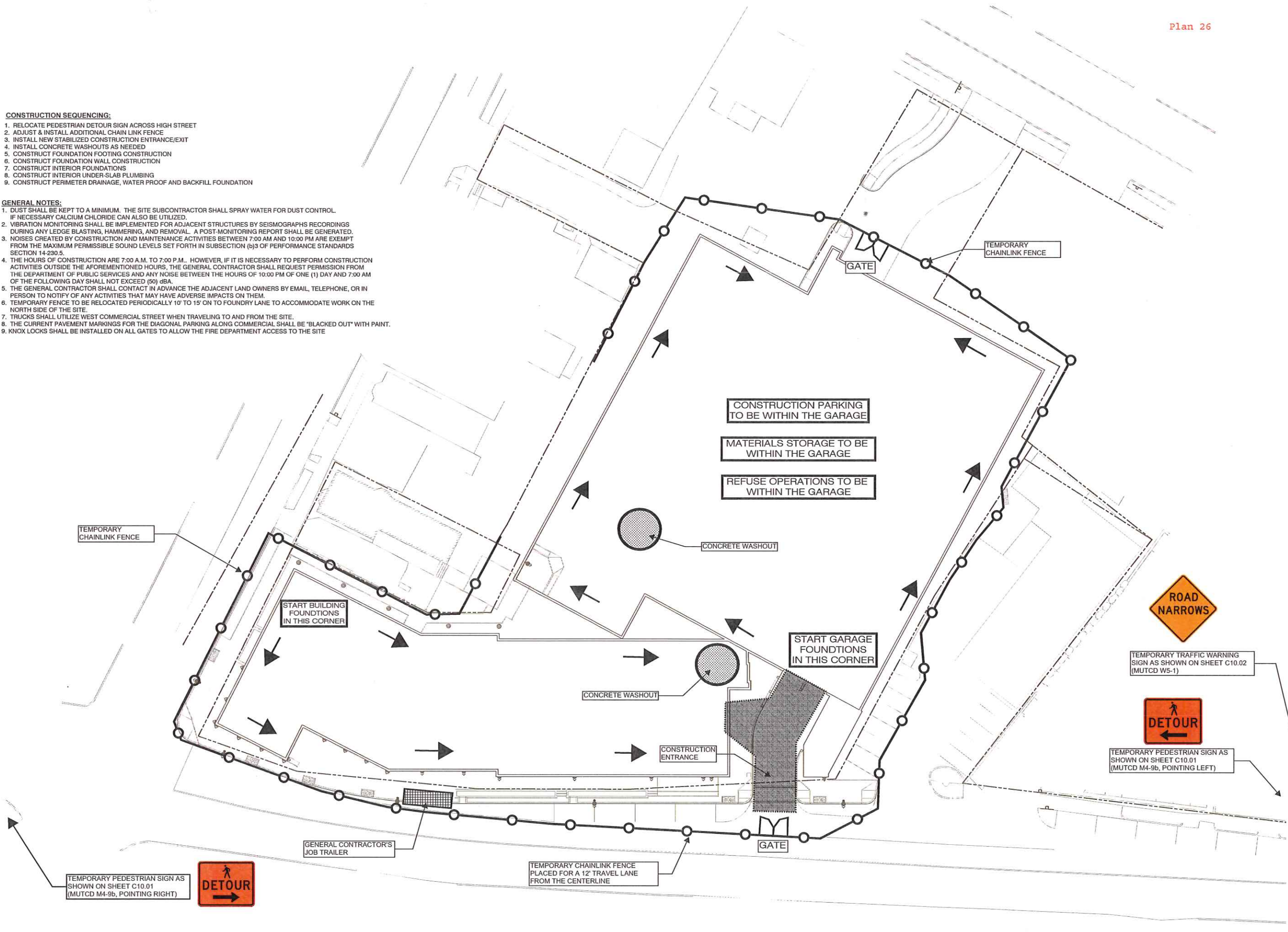
Invert depths at  
intersections taken  
from City records

**CONSTRUCTION SEQUENCING:**

1. RELOCATE PEDESTRIAN DETOUR SIGN ACROSS HIGH STREET
2. ADJUST & INSTALL ADDITIONAL CHAIN LINK FENCE
3. INSTALL NEW STABILIZED CONSTRUCTION ENTRANCE/EXIT
4. INSTALL CONCRETE WASHOUTS AS NEEDED
5. CONSTRUCT FOUNDATION FOOTING CONSTRUCTION
6. CONSTRUCT FOUNDATION WALL CONSTRUCTION
7. CONSTRUCT INTERIOR FOUNDATIONS
8. CONSTRUCT INTERIOR UNDER-SLAB PLUMBING
9. CONSTRUCT PERIMETER DRAINAGE, WATER PROOF AND BACKFILL FOUNDATION

**GENERAL NOTES:**

1. DUST SHALL BE KEPT TO A MINIMUM. THE SITE SUBCONTRACTOR SHALL SPRAY WATER FOR DUST CONTROL. IF NECESSARY CALCIUM CHLORIDE CAN ALSO BE UTILIZED.
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7. TRUCKS SHALL UTILIZE WEST COMMERCIAL STREET WHEN TRAVELING TO AND FROM THE SITE.
8. THE CURRENT PAVEMENT MARKINGS FOR THE DIAGONAL PARKING ALONG COMMERCIAL SHALL BE "BLACKED OUT" WITH PAINT.
9. KNOX LOCKS SHALL BE INSTALLED ON ALL GATES TO ALLOW THE FIRE DEPARTMENT ACCESS TO THE SITE



**Mixed Use Development**  
 York & High Street  
 Portland, Maine

REVISION:

ISSUED: 8-14-15 SITE PLAN REVIEW

project architect: KK  
 drawn by: BS

CONSTRUCTION MANAGEMENT FOUNDATIONS

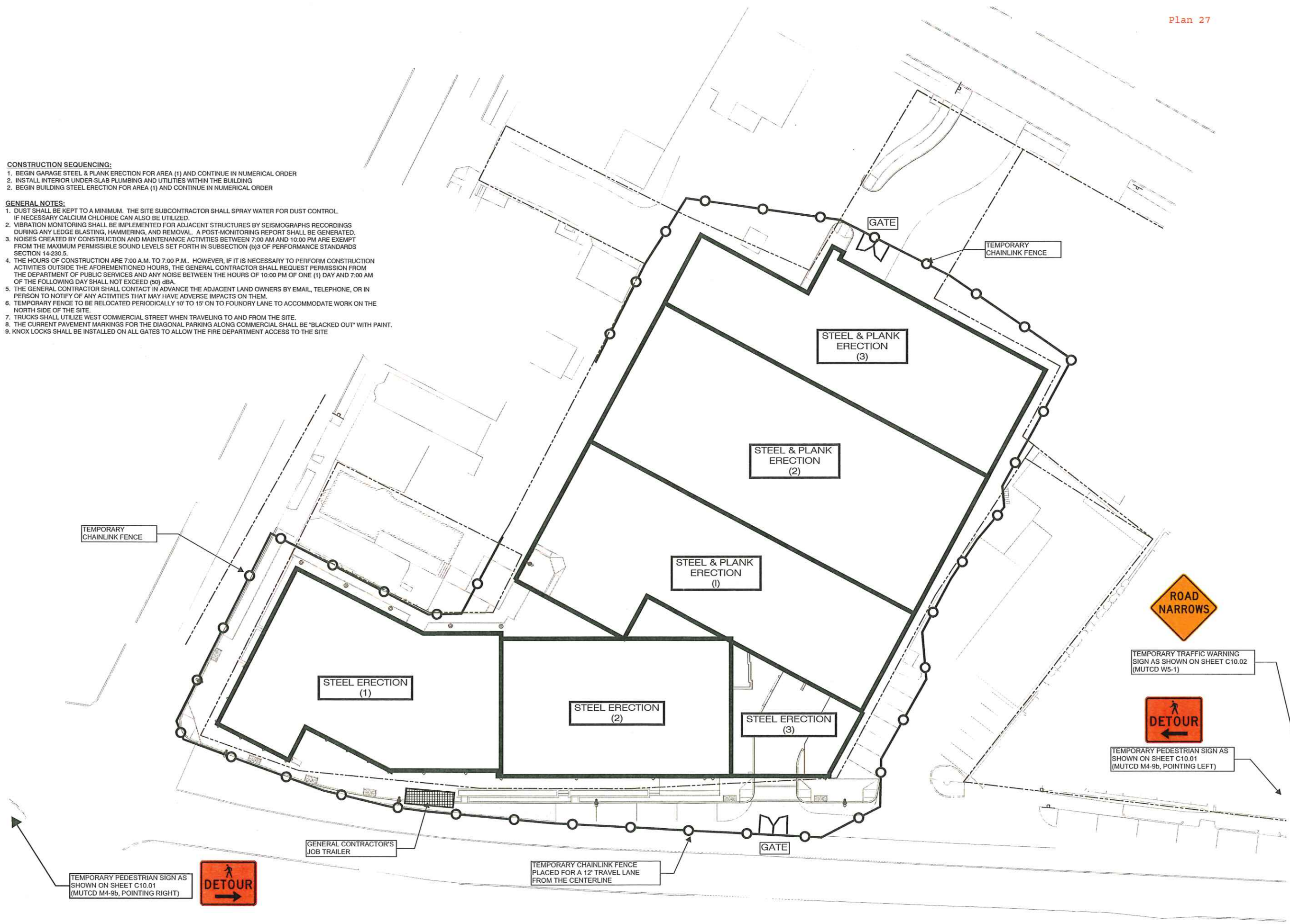
sheet number: C10.02

**CONSTRUCTION SEQUENCING:**

1. BEGIN GARAGE STEEL & PLANK ERECTION FOR AREA (1) AND CONTINUE IN NUMERICAL ORDER
2. INSTALL INTERIOR UNDER-SLAB PLUMBING AND UTILITIES WITHIN THE BUILDING
2. BEGIN BUILDING STEEL ERECTION FOR AREA (1) AND CONTINUE IN NUMERICAL ORDER

**GENERAL NOTES:**

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Mixed Use Development

York & High Street  
Portland, Maine

REVISION:

ISSUED: 8-14-15  
SITE PLAN REVIEW

project architect: KK  
drawn by: BS

CONSTRUCTION  
MANAGEMENT  
STEEL & PLANK  
ERECTION

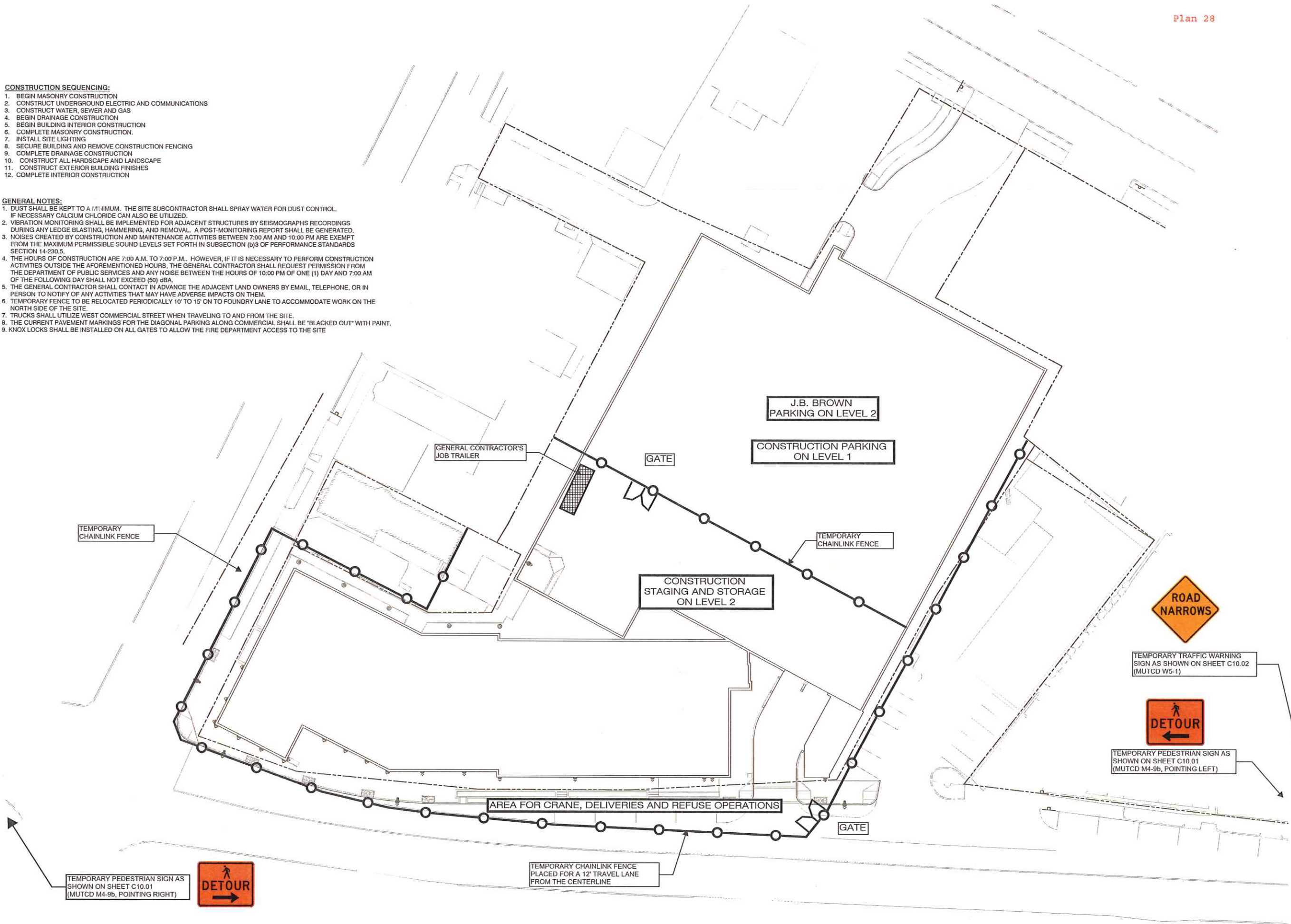
sheet number:  
**C10.03**

**CONSTRUCTION SEQUENCING:**

1. BEGIN MASONRY CONSTRUCTION
2. CONSTRUCT UNDERGROUND ELECTRIC AND COMMUNICATIONS
3. CONSTRUCT WATER, SEWER AND GAS
4. BEGIN DRAINAGE CONSTRUCTION
5. BEGIN BUILDING INTERIOR CONSTRUCTION
6. COMPLETE MASONRY CONSTRUCTION.
7. INSTALL SITE LIGHTING
8. SECURE BUILDING AND REMOVE CONSTRUCTION FENCING
9. COMPLETE DRAINAGE CONSTRUCTION
10. CONSTRUCT ALL HARDSCAPE AND LANDSCAPE
11. CONSTRUCT EXTERIOR BUILDING FINISHES
12. COMPLETE INTERIOR CONSTRUCTION

**GENERAL NOTES:**

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**Mixed Use Development**

York & High Street  
Portland, Maine

REVISION:

ISSUED:  
8-14-15 SITE PLAN REVIEW

project architect: KK  
drawn by: BS

CONSTRUCTION  
MANAGEMENT  
MASONRY &  
SITEWORK

sheet number:  
**C10.04**



Perspective View from the corner of York Street and High Street

September 03, 2015  
© 2015 OPECHEE

## Proposed Mixed Use Development

Portland, Maine





Perspective View from York Street

September 03, 2015  
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# Planning and Urban Development Department

## Planning Division

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**Subject:** B3 Design Review – 101 York Street

**Written by:** Caitlin Cameron, Urban Designer

**Date of Review:** Monday, September 21, 2015

---

On Monday, September 21, a design review according to the *City of Portland Design Manual* Standards was performed for the proposed development at 101 York Street. The preliminary plans were reviewed by Caitlin Cameron, Urban Designer, Nell Donaldson, Planner, and Shukria Wiar, Planner, Planning Division of the Department of Planning & Urban Development with additional coordination with Deb Andrews, Historic Preservation Program Manager. The project was reviewed against the B-3 *Downtown Business Zone Standards* and *Downtown Urban Design Guidelines* (Appendix 1 of the Design Manual).

### **Design Review Criteria:**

The project must meet all B-3 Design Standards found in the *City of Portland Design Manual*.

### **Findings of the Design Review:**

The proposed design currently **does not pass** all of the standards of the *B-3 Downtown Business Zone Standards* and *Downtown Urban Design Guidelines* (Appendix 1 of the Design Manual) – please refer to **comments below regarding Standards currently not met or where more information is needed.**

### **B-3 Downtown Urban Design Guidelines (Appendix 1)**

#### **I. Relationship to the Pedestrian Environment**

##### **A. Distinguish the lower 35 feet of building facades**

###### **1. Storefronts and building facades**

- **Relationship to Context – Not Met** – *the design of storefronts and the facades of lower portions of buildings should relate to the architecture of the rest of the building and should demonstrate a **unified overall building design.***

- There is too much artificial variation in the facade design. The length of the building should be broken up in a way that is authentic and reflects the inherent building systems and function. The architectural style should not alter so much - this is one building.

- **Pedestrian character – Met** –

- **Materials and detailing**

- Material choices need to be indicated on the elevation drawings and in the project narrative.

- Storefront materials, details, and spacing should be consistent throughout the ground floor of the project. A change in the storefront design is logical at the point where the façade becomes recessed, but currently, too much variation is shown in the storefront design across the length of the building.
- Change in material should emphasize use - retail storefront vs. residential above. Use granite or stone to emphasize residential entry points, not to artificially break up the storefront facades.
- Details such as cornices, belt lines, water tables, should be cohesive throughout the building.

- **Transparency – Met –**

- **Contemporary design – Not applicable –** There is no surrounding retail context

2. **Building entrances**

- **Compatibility with the building façade – Not Met –** Compatibility is less of an issue as emphasis and visibility – further design is requested. Use granite or stone to emphasize residential entry points, not to artificially break up the storefront facades.

- **Prominence along the street – Not Met –** The two residential building entrances are not readily identifiable and do not have prominence on the building’s street facades. This should be addressed through strategies such as material choice, canopies or projections, detailing, and/or lighting.

- **Access to the street – More information needed, Not Met –** Street-level retail entries are not indicated. For any off-street entrance, prominent access directly from the street should be provided to the extent feasible.

- **Accessibility – Met –**

3. **Blank Facades – Met –**

4. **Special Features – Not applicable –**

**B. Pedestrian Activities District (PAD) – Not applicable –**

**C. Sidewalk Areas and Open Space – Met –** The project appears to follow traditional material and technical standards. More information is requested regarding the pedestrian amenities in the widened sidewalk area. see II. B.

**D. Pedestrian Amenities – Met –** Some seating walls and planters are indicated. More information is requested regarding the pedestrian amenities in the widened sidewalk area. see II. B. Landscaping at residential entrances, plaza, and sidewalk furnishing zone is appropriate. Landscaping and planters should not be placed against storefront.

**E. Sidewalk Vendors and Sidewalk Cafes – More information needed –** see II. B.

**F. Urban Open Spaces – More information needed –** see II.B.

## II. Relationship to Existing Development

**A. Integrate with, respect and enhance – More information needed, Not Met –** *Proposed development shall respect, enhance, and be integrated with the existing character of the general pattern of development in the Downtown, surround building environment and streetscape.*

1. **Street walls and building setbacks – Met –** The proposed building setback on High Street does follow the pattern of the block.

2. **Open Space – Not applicable –**



3. **Building form, scale and massing:**

- Particular attention should be paid to the relationship of the new building to the existing historic context on High and Danforth Streets. The form adjacent to the single-family houses should be moderated.
- Additional views of the proposal in relation to the context on High and Danforth Streets is requested.
- Refer to the Historic Preservation Board advisory review for further guidance on how to achieve compatibility with neighboring historic structures.

4. **Building façade proportion and composition – Not Met** – *In the design of larger buildings it is particularly important to examine opportunities to compose the building both horizontally and vertically, respecting the character of buildings nearby through a contextually sensitive design while creating an interesting and creative individual building. . . . Further, buildings Downtown frequently have a horizontal composition characterized by regular window openings set within distinctive bay spacing.*

- There is too much artificial variation in the facade design. The length of the building should be broken up in a way that is authentic and reflects the inherent building systems and function. The architectural style should not alter so much - this is one building.
- Consistent use of materials is desired as opposed to yellow and red brick on one building.
- Bay spacing should be consistent – clear building systems, prevailing patterns, and a hierarchy.
- Fenestration patterns should create a sense of rhythm and scale to the building horizontally and vertically with consistent window spacing, types, and sizes.
- Details such as cornices, belt lines, water tables, should be cohesive throughout the building.

5. **Pedestrian circulation and building entrances – More information needed** –

- Although storefront is planned for most of the York Street façade, building entrances are not indicated and cannot be evaluated for their frequency.

6. **Parking garages and surface lots – More information needed, Not Met** –

- Screening should be provided between the garage and the rear yards of the adjacent properties and potentially screening the parking from Danforth Street. Please provide a plan to accommodate that.
- A view of the proposal from Danforth Street is needed to evaluate how the building and parking are integrated with the existing streetscape.
- The parking entrance from Danforth Street should be designed so as to not disrupt the pedestrian environment.

7. **Areas within downtown – Not applicable** –

B. **Standards for increasing setback beyond street build-to-line – More information needed** – *In order for proposed exceptions to this pattern of predominant street wall to be acceptable, the applicant must demonstrate to the Planning Board that the introduction of additional setbacks at the street level satisfies the following:*

1. *Open space and amenity*

2. *Prevailing character and continuity*
3. *Support for existing open space*
4. *Quality and orientation*
  - Further information is needed regarding the open space created by the setback on York Street in order to determine if it meets the criteria for setback variation. For example, is there landscaping, building entries, seating provided, public access?

**III. Roof-Top Appurtenances – More information needed** – As of 9/21/15 information about rooftop appurtenances has not been provided. In developing the mechanical plans for the project, keep this standard in mind.

**IV. Shadow Impact on Open Space – Not applicable** – As of 9/21/15 no portion of the building is in excess of 65' in height.

**V. Wind Impacts – More information needed** – As of 9/21/15 information about wind impacts has not been provided.

**VI. Setback from Existing Structures – Met** – New development does not appear to impact the structural integrity or general safety of neighboring structures.

**VII. Building Tops – Not applicable** – As of 9/21/15 no portion of the building or structure exceeds 150' in height.

**VIII. View Corridors, Visual Landmarks, and Gateways**

**A. View Corridors – Not applicable –**

**B. Visual Landmarks – Not applicable –**

**C. Gateways – Not Met** – The site is identified as an existing significant Gateway *High Street* and *The Million Dollar Bridge to York Street* . . . *there are opportunities to enhance these entrances by preserving view corridors and panoramic skyline views along or from these corridors, reinforcing and enhancing the scale, character and placement of buildings along these entrance routes . . . Proposals for development along Gateway entrances to the Downtown are encouraged to examine and reinforce the unique character and opportunity of that gateway entrance in terms of the design and siting of buildings, land uses, and streetscape improvements.*

- The building placement at the corner does meet the standard. However, the architecture does not include special corner treatments or acknowledgement of the “gateway” status of the corner. Staff recommends some kind of architectural emphasis on the upper floors of the building corner at High Street to provide a visual significance of “gateway.” For example, each side of the corner should relate to each other because the building will be viewed obliquely from most approaches. Other strategies might include lighting, material change, details that emphasize the corner.
- **Further guidance from the Planning Board is sought on how to meet the standard.**
- The unique and positive aspects and opportunities of this gateway include “this entry to Downtown provides an opportunity to get a sense of the residential

and evolving commercial districts which surround and are so important to the Downtown.”

- The *1983 Gateways to Portland* study provides guidance:
  - Create a newcomer’s first impression of the city;
  - Provide a clear orientation and guiding symbol;
  - Provide unique areas for residents and commuters to observe and relate to their city, broadening an understanding of their city;
  - Provide pleasure of experiencing an attractive and more livable urban environment;
  - Image and potential economic impact

**IX. Signage/Awnings/Canopies – More information needed** – As of 9/21/15 no information was provided regarding potential signage, awnings, or canopies. In developing any signage plans, keep the requirements of this standard in mind.



**Helen Donaldson - RE: 101 York Street**

---

**From:** Tom Errico <thomas.errico@tylin.com>  
**To:** Helen Donaldson <HCD@portlandmaine.gov>, Barbara Barhydt <BAB@portlandma...>  
**Date:** 9/22/2015 10:25 AM  
**Subject:** RE: 101 York Street  
**CC:** Bruce Hyman <BHYMAN@portlandmaine.gov>  
**Attachments:** 1112\_001.pdf

---

Hi – Attached are some general thoughts and comments (I apologize for the messiness). This is not intended for the applicant, but to initiate internal discussion. Some thoughts:

- Try to provide a more consistent horizontal alignment
- Try to provide bike lanes – although a shared-use facility will be needed on EB York at the High intersection
- Eliminate the right lane into the site
- Consideration of a 2-way High Street
- 10-foot travel lanes are noted – but wider lanes may fit if curb is adjusted and some areas have plenty of width.
- Provide a new mast arm structure at their corner
- Show crosswalks and ramp configurations more clearly
- The plan needs to show how this transitions east of site toward Maple Street

Maybe we can have a discussion at 1:30?

Thanks

Thomas A. Errico, PE  
 Senior Associate  
 Traffic Engineering Director  
**TYLIN** INTERNATIONAL  
 12 Northbrook Drive  
 Falmouth, ME 04105  
 207.781.4721 (main)  
 207.347.4354 (direct)  
 207.400.0719 (mobile)  
 207.781.4753 (fax)  
[thomas.errico@tylin.com](mailto:thomas.errico@tylin.com)  
 Visit us online at [www.tylin.com](http://www.tylin.com)

*press deb.*

[Twitter](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

"One Vision, One Company"

Please consider the environment before printing.

**From:** Helen Donaldson [mailto:HCD@portlandmaine.gov]  
**Sent:** Wednesday, September 16, 2015 12:02 PM  
**To:** Barbara Barhydt <BAB@portlandmaine.gov>; David Margolis-Pineo <DMP@portlandmaine.gov>; Jeremiah Bartlett <JBartlett@portlandmaine.gov>; John Peverada <JBP@portlandmaine.gov>; Jeff Tarling <JST@portlandmaine.gov>; Keith Gautreau <KNG@portlandmaine.gov>; Tom Errico <thomas.errico@tylin.com>  
**Cc:** Bruce Hyman <BHYMAN@portlandmaine.gov>  
**Subject:** 101 York Street

All,

We're confirmed to meet with Barry Stowe, Vin, and company next Wednesday the 23rd at 10:30 am in our conference room on the 4th floor. Barry has asked for any (general) comments you can provide in advance of that meeting. He'd like to be able to show up with some idea of what's coming.

That said, if you feel like you can provide some broad comments (with specifics to be discussed next Wednesday), please send me an email.

Thanks,  
Nell

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Nell Donaldson  
City of Portland Planning Division  
389 Congress Street  
Portland, Maine 04101  
874-8723  
[hcd@portlandmaine.gov](mailto:hcd@portlandmaine.gov)

Planning Comments: 101 York preliminary plans (9/17/15)

Transportation	a. Impact on Surrounding Street Systems	
	b. Access and Circulation	<ul style="list-style-type: none"> <li>• Please show all doors on revised plans.</li> <li>• The residential entrance is not easily legible for visitors from street. Consider using signs, awnings, or other treatments to emphasize this entrance (or alternately, moving this entrance to High Street or York Street).</li> <li>• On revised plans, please show the sidewalk dimensions in all areas, including both inside and outside the stormwater planters on York Street.</li> <li>• It appears that there is pedestrian access to the site from the brick walkway on Danforth Street. However, it's not clear where this walkway leads. Is a pedestrian able to access the garage from this walkway? How?</li> <li>• Where will deliveries occur?</li> <li>• Please document ADA accessible routes.</li> </ul>
	c. Public Transit Access	
	d. Parking	<ul style="list-style-type: none"> <li>• Please identify any existing parking agreements which currently encumber the site (e.g. does off-site parking for the Marriott occur here?)</li> <li>• Please verify the total parking supply. The documentation states that 211 spaces are proposed, but the plans show 212.</li> <li>• Per the ordinance, applicants are required to justify plans that exceed the required parking supply by more than 10%. In the revised submittal, please explain.</li> <li>• Please doublecheck the bike parking calculations: Residential – 2 spaces/5 dwelling units (63/5*2) = 26 spaces Commercial – 2 spaces/10 vehicle spaces required (73/10*2) = 15 spaces</li> <li>• Generally, the city is not inclined to provide bike parking waivers in these types of cases (i.e. there is no evidence that the tenant population or commercial patrons wouldn't use them). Could the remainder of the required bike parking be placed inside the garage or in an interior storage area for use by tenants? (This might actually work better for the residential population than the bike racks in the ROW will.)</li> <li>• Please provide a plan for snow removal.</li> </ul>
	e. Transportation Demand Management (TDM)	
Environmental Quality	a. Preservation of Significant Natural Features	
	b. Landscaping and Landscape Preservation	<ul style="list-style-type: none"> <li>• The landscape plans appear to be missing some labels.</li> <li>• Plans show 14 trees which could qualify as 'street trees.' 63 are technically required, meaning that a contribution for 49 will be necessary.</li> <li>• The plans show little landscaping along the western side of the parking, where there are sensitive uses. Please consider additional landscaping treatment (e.g. fence? Evergreen landscaping?) in this area to better screen it from adjacent back yards.</li> </ul>
	c. Water Quality, Storm Water Management and Erosion Control	
P U	a. Consistency with	

Planning Comments: 101 York preliminary plans (9/17/15)

	Master Plans	
	b. Public Safety and Fire Prevention	<ul style="list-style-type: none"> <li>The building rear, including the residential entrance, raises some concerns about safety and crime prevention through environmental design. Please address sight lines (will the exterior walls of the parking deck obscure visibility into this area? How will the fence at 27 High affect visibility?) and natural surveillance in the revised submittal.</li> </ul>
	c. Availability and Adequate Capacity of Public Utilities	<ul style="list-style-type: none"> <li>Please clarify the plan for retail/restaurant trash removal. The submittal indicates that waste will be removed 'individually' to off-site containers? In practice, how will this work? Will there be interior trash rooms for interim storage?</li> </ul>
Site Design	a. Massing, Ventilation and Wind Impact	
	b. Shadows	
	c. Snow and Ice Loading	
	d. View Corridors	
	e. Historic Resources	
	f. Exterior Lighting	<ul style="list-style-type: none"> <li>All lights should be full cutoff per the city's TM.</li> <li>The plan shows some light trespass to the north (the max at the property line is .1 fc). Can this trespass be addressed?</li> </ul>
	g. Noise and Vibration	
	h. Signage and Wayfinding	
	i. Zoning Related Design Standards	<ul style="list-style-type: none"> <li>Please provide renderings showing views of the building from above, looking down High Street (which is a protected view corridor), and from Danforth Street.</li> </ul>

**Subdivision**

No comments at this time, although note that the plat has been forwarded to corporation counsel and the city's surveyor for comment.

**Additional Submittals Required**

On the plans, please show:

- Distance to property lines
- Dimensions of major elements (e.g. curb cut/driveway from York Street, sidewalk dimensions)
- Doors
- Clarify what is planned for area east of Danforth Street drive (see C7.03, which shows off-street parking from the adjacent lot encroaching onto the site)

Sewer capacity letter

Snow plan

Soil conditions and locations of test pits and borings

Sign plan

**Zoning**

The application includes a request for a 'waiver' of the 5' build-to line requirement on York and High Streets. The plans also show additional setback on the Danforth Street frontage. Note that, given the existing plans, the Planning Board will consider this dimensional requirement with respect to all three of these frontages.



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## MEMORANDUM

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**To:** FILE  
**From:** Nell Donaldson  
**Subject:** Application ID: 2015-139  
**Date:** 9/17/2015

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**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015**

\ Life Safety Evacuation Plan shall be submitted with the Building Permit detailing the exiting and waiting area for occupants.

**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015**

I have some concerns about emergency access to the rear of this 5 story building. Is there going to be any proposed access off of High Street or Danforth? There also appears to be several trees proposed on York Street side making access to upper floors difficult as well.

Fire Vehicle Access

1. Largest Fire Department Vehicle must be able to navigate through the parking lot to access building.
2. Fire Department Access shall have an unobstructed vertical clearance of not less than 13 ft 6 in.
3. Vertical clearance shall be permitted to be reduced, provided such reduction does not impair access by fire apparatus, and approved signs are installed and maintained indicating the established vertical clearance when approved.

**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015**

Premises Identification

The main entrance of the building must be the address for the property. This should be consistent with 911, tax assessor, Inspections Division and future mailing address.

Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer.

If the building entry faces a different street, both the street name and number should be large enough to read from the street.

Address numbers must be a minimum of 4 inches high.

The number should be in Arabic numerals rather than spelled out (for example, "130" instead of "One Hundred and Thirty").

Color: Addresses should be in a color that contrasts with the background.

Whenever possible, should be illuminated.

**Comments Submitted by: Keith Gautreau/Fire on 9/16/2015**

There are existing hydrants located at York and High and High and Danforth. There should be sufficient water supply for the proposed building but would like to see an analysis done per NFPA 1.

Hydrants

2009 NFPA 1 18.3 Water Supplies and Fire Hydrants

-Fire Department Connections shall not be located where large diameter hose may block egress.



**Build-to line (14-220(c)):** all buildings to be w/in 5' of property line unless PB approves more to comply w/ design manual. (21 ft. in locations)

**Required number of bike parking spaces:** required to provide 33, asking to provide 20. IN ROW!

**Additional Submittals Required**

Distance to property lines and dimensions on plans!

Show doors on plans

Sewer capacity

Snow plan

Soil conditions and locations of test pits and borings

Sign plan?

Perspectives from up hill.

Elevations showing reveal on parking

Adjacent parking infringing on lot?

**Zoning**

Build to line

Height w/in 35 feet?

~~Undifferentiated blank wall—landscaping—ok~~

Narrow up drive from Danforth? Parking there? Could be 15' Need an easement?

**Construction Management Plan**

Lane of York Street taken?

**Easements**

Electric & communications from 40-C-2 (78 Danforth)

Assembly/common area easement from 40-C-21 (27 High)

Construction easements from 40-C-26 (75 York) (demo retaining wall) and 40-C-2 (78 Danforth)(driveway and landscaping. grading)

Access easement to 40-C-2 (78 Danforth) (driveway)

Electric easement to 40-C-2 (along property line)

Landscaping easement from 40-C-2 (78 Danforth)

Grading easement w/ 40-C-5 (60 Danforth)



LEVEL III REVIEW (14-526): 101 York Street, 97,565 SF - 63 units condos, 17KSF 'flexible commercial' (7KSF restaurant + 10KSF retail) 2 level parking garage w/ 211 spaces

		Preliminary Review	2nd Review	3 <sup>rd</sup> Review
Transportation	a. Impact on Surrounding Street Systems	<ul style="list-style-type: none"> <li>&lt; 100 trips = no TMP, but still need to do impact study? (Citgo closed in 2009 – can count trips, but can you double count Citgo and El Rayo)</li> <li>RTL at York Street westbound?</li> <li>RTL into building on York?</li> </ul>	•	
	b. Access and Circulation	<ul style="list-style-type: none"> <li>Show doors</li> <li>Enhance residential entrance – not legible from street</li> <li>Steps in ROW on York?</li> <li>Dimension outside stormwater planters?</li> <li>Driveway from Danforth – wide and curvilinear – make straight and reduce property frontage</li> <li>Ped access from brick walkway through garage at rear? Why tipdown if walkway deadends?</li> <li>Deliveries?</li> <li>ADA?</li> </ul>	•	
	c. Public Transit Access	<ul style="list-style-type: none"> <li>High Street – South Portland Service</li> <li>Danforth Street – Metro's #8? But Danforth not a principal or minor arterial road – not required</li> </ul>		
	d. Parking	<ul style="list-style-type: none"> <li>Owned by applicant and shared by tenants</li> <li>95 existing (59 excess required, for rent/lease)</li> <li>Methodology for parking study?</li> <li>Standard (14-332): Residential - 1/unit on peninsula = 63 Restaurant – 1/150 SF not used for food prep (7KSF -30% for food prep)/150 = 33 Retail – 1/200 SF in excess of 2KSF not used for bulk storage (8KSF/200) = 40 Less 10% for shared use/off-peak = 122 required (CHECK W/ TOM)</li> <li>211 supplied (allows for rental/lease of 89 spaces) REQUIRE THEM TO JUSTIFY WHY OVER by 10% or MORE CLARIFY NUMBER ON PLANS = 212</li> <li>Some off-site spaces for Marriott (86) at 50-70 Danforth</li> <li>Bike parking standard: Residential – 2 spaces/5 dwelling units (63/5*2) = 26 spaces Commercial – 2 spaces/10 vehicle spaces required (73/10*2) = 15 spaces Have them fix math – not correct Bike racks in ROW (4 spaces on High, 8 spaces on York, 4 spaces in top deck garage, 4 on Danforth) – Waiver for others? NOT INCLINED TO RPROVIDE</li> <li>Need snow plan</li> </ul>	•	
	e. Transportation Demand Management (TDM)	<ul style="list-style-type: none"> <li>Not required</li> </ul>		
Environmental Quality	a. Preservation of Significant Natural Features	<ul style="list-style-type: none"> <li>N/A</li> </ul>		
	b. Landscaping and Landscape Preservation	<ul style="list-style-type: none"> <li>Turn on all labels – trees missing IDs?</li> <li>Street tree standard for multi-family (TM 4.6.1):1 tree/unit in ROW - providing 14 = contribution for 49 required.</li> <li>Understory plantings standard (14-526(b)2b(i)(b)): 6 shrubs (or ornamental grass)/45 LF of property line = ENOUGH?</li> <li>Parking lot standard (14-526(b)2b(ii)(a)): 2 trees (or 1 tree &amp; 3 shrubs)/5 spaces = 85 trees or 42 trees &amp; 128 shrubs. 7 interior trees 41 bushes (east side) + 19 north side + 61 b/w garage + ENOUGH? Need additional landscaping b/w backyards on High and parking area – fence?</li> <li>Buffer to parking area</li> </ul>	•	
	c. Water Quality, Storm Water	<ul style="list-style-type: none"> <li>1,236 SF of new impervious area</li> </ul>	•	

	Management and Erosion Control	<ul style="list-style-type: none"> <li>Stormwater infrastructure in ROW? Biocells enclosed by concrete planeter walls</li> </ul>		
Public Infrastructure and Community Safety	a. Consistency with Master Plans	<ul style="list-style-type: none"> <li></li> </ul>		
	b. Public Safety and Fire Prevention	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	
	c. Availability and Adequate Capacity of Public Utilities	<ul style="list-style-type: none"> <li>Water from 8" main in York (ability to serve from PWD)</li> <li>Separated storm drain in High Street</li> <li>8" sewer connection for sanitary and sewer connection for lower level parking (w/ oil/water separator) &amp; stormwater planters</li> <li>Restaurant noted – need exterior grease trap? Say will include interior one if necessary</li> <li>UGE from Danforth, with a number of OH lines removed</li> <li>Need sewer capacity letter</li> <li>Residential – trash room w/ commercial waste management company</li> <li>Retail/restaurant – remove waste individually to off-site containers? Where?</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	
Site Design	a. Massing, Ventilation and Wind Impact	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	
	b. Shadows	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	
	c. Snow and Ice Loading	<ul style="list-style-type: none"> <li></li> </ul>		
	d. View Corridors	<ul style="list-style-type: none"> <li>High Street is a view corridor</li> </ul>		
	e. Historic Resources	<ul style="list-style-type: none"> <li>Adjacent to historic district – generally compatible with character defining elements. GET write-up from DA</li> </ul>		
	f. Exterior Lighting	<ul style="list-style-type: none"> <li>Street lights? E. Waterfront lights on York and High?</li> <li>Lights to be full cutoff</li> <li>Trespass to north – residential?</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	
	g. Noise and Vibration	<ul style="list-style-type: none"> <li>HVAC mechanical not selected yet, but on roof</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	
	h. Signage and Wayfinding			
	i. Zoning Related Design Standards	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	

**SUBDIVISION REVIEW (14-497)**

	Preliminary Review	2nd Review	3 <sup>rd</sup> Review
1. Water/Air Pollution	<ul style="list-style-type: none"> <li></li> </ul>		
2. & 3. Water Supply	<ul style="list-style-type: none"> <li></li> </ul>		
4. Erosion	<ul style="list-style-type: none"> <li></li> </ul>		
5. Transportation Impacts	<ul style="list-style-type: none"> <li></li> </ul>		
6. Sanitary Sewer/Stormwater	<ul style="list-style-type: none"> <li></li> </ul>		
7. Solid Waste	<ul style="list-style-type: none"> <li></li> </ul>		
8. Scenic Beauty	<ul style="list-style-type: none"> <li></li> </ul>		
9. Comprehensive Plan	<ul style="list-style-type: none"> <li></li> </ul>		
10. Financial and Technical Capacity	<ul style="list-style-type: none"> <li></li> </ul>		
11. Wetland Impacts	<ul style="list-style-type: none"> <li></li> </ul>		
12. Groundwater Impacts	<ul style="list-style-type: none"> <li></li> </ul>		
13. Flood-Prone Area?			
14. & 15. ID Wetlands & Rivers			

**Permits**

Construction General Permit

**Waivers**

**Location and spacing of driveways:** remove three closest curb cuts to York/High. Use existing curb cut on York (existing = 50' in width and 25' from driveway with 75 York). Proposed separation increased to 40' from nearest driveway.

101 YORK

WORKSHOP - UN VENEZUELA + OPERATEE CONST PREP  
101 YORK ST LLC

NO PREMIUM ST + CURB. RENEW FOR 55 STORY M.U.  
AT 101 YORK ST. NEAR WEST END

(A) SITE - 1.7 AC  
CORNER OF YORK + HIGH 75 SPACES  
OLL. BY EL PAGO + OFFICE + SURFACE PARKING  
B-3 ZONE  
IMPORTANT GATEWAY + TRANSITION B/W WESTEND HIST. DIST, OLD PART, INDUSTRIAL H2O FRONT

(B) PROPOSAL - RECONFIGURE 1 EXISTING LOT + PORTION OF HIGH ST. CURB (PRIVATE ALLEY - HIGH ST)  
5-STORY BLDG W/ 300 FT ON YORK + 100 ON HIGH  
17KSF COMMERCIAL - 1ST FL (INC. REST)  
63 MARKET RATE APTS ABOVE W/ ACCESS FROM REAR OR DRIVEWAY ON YORK  
211 SPACES PARKING IN STRUCTURE AT REAR W/ ACCESS FROM DANFORTH + YORK  
NEW BRICK SIDEWALKS, STREET LIGHTS, LANDSCAPING  
STORMWATER IN PLANTERS ON YORK ST.

(C) RTI - NUMBER OF EASEMENTS PROPOSED - CITY'S SURVEYOR MINOR COMMENTS  
PUBLIC ACCESS EASEMENT - SW

(D) ZONING - MEET DIMENSIONAL REQ OF B-3, INC HEIGHT MAX OF 45 FT.  
DO NOT MEET MAX FRONT YARD SETBACK OF SPT ON YORK (21.32), HIGH (5.32), DANF (300)  
- INTEND TO ELIM DANFORTH FRONTAGE - ELIM ISSUE  
- MAINTAIN SETBACK ON HIGH + YORK. KNOW NECESSARY B/C OF UNUSUAL GEOMETRY OF ROW LINE  
↓  
CREATE PED-FRIENDLY EMPD  
PB MAY GRANT EXTENSION OF MAX UNDER CONDITIONS IN DESIGN MANUAL (PARTIC IF CREATING HIGH VALUE PUBLIC SPACE)  
DESIGN REVIEW REQUESTS ADDL INFORMATION. PB MAY WANT TO PROVIDE GUID.

(E) SUBDIVISION + SPR - MARK COMMENTS.

TRANSPORTATION.

① TRIP GEN ANALYSIS - NOT MP

TE REQUESTED APP VERIFY CALCULATIONS + SAFETY ANALYSIS  
TRAFFIC ENGINEER CLARIFY PED ACCESS BY CHANGING DOORS

② PED ACCESS - MAKE PRIMARY ENTRANCE LEGIBLE. DOCUMENT ADA RES.

③ VEHICULAR ACCESS + CURB. TE HAS REQUESTED MODIF. TO YORK ST. DESIGN, INC

④ VEH. PARKING -

APP HAS EST DEMAND OF 122 SPACES - PROVIDING 211 (ACCT FOR EXISTING USE)  
TE - MINOR REQUESTS RE DESIGN

- BIKE LANES, ON-ST PARKING  
- ELIM DEDICATED RTL

⑤ BIKE PARKING - APP PROVIDED 20 SPACES, TOTAL REQ OF 39. REQUESTED WAIVER  
OLD PERMIT WAIVER IF EXPECT REDUCED DEMAND  
STAFF SUGGESTED INTERIOR BIKE STORAGE

## ENVIRO

- ① LANDSCAPING - NEFF TALKING REQUESTED ADDL DETAILS ON PLANTER DESIGN + PLACEMENT
- ② D. SEMI COMMENTED ON PLACEMENT OF PLANTERS -  
BIDG SW

## INFRASTRUCTURE + SAFETY

- ① OPTED - ACCESS TO REAR ENTRANCE VIA PATH B/W BLDG + FENCE - KPP U/T +  
MODIFY FENCE DESIGN.  
IDEALLY, MORE V'S FRONT ENTRY.
- ② FIRE - FULLY SPRINKLERED, ACCESSIBLE FROM 2 SIDES - KG CONCERN! RE ACCESS  
+ RES + CARS IN REAR  
APP INDICATED - NOT INTENT PARKING  
SUPPORT FIRE  
- FUTURE BUDG ON DANFORTH  
- PROVIDED NFPA ANALYSIS  
- APP WILL NEED TO WORK W/ FIRE  
TO RESOLVE OUTSTANDING ISSUES.  
\* KG HERE TO SPEAK TO CONCERNS.

## SITE DECISION

- ① HIGH ST DESIGNATED AS VIEW CORRIDOR - PROVIDED RENDERINGS - WILL BE REVENUED.
- ② HISTORIC RESOURCES - BUILDING W/IN 100 FT OF WEST END - SUBJECT TO HP ADVISORY REVIEW  
FOR GEN COMPATIBILITY W/ MAJ' CHARACTER.

DRAMMS WILL GO TO HP BOARD ON 10/21

APP HAS NOTED DESIGN INTENT - BRIDGE B/W OLD PART + WEST END - DIVIDE VERTICALLY  
- USE MATERIALS  
TO SCALE PART  
ON HIGH

DA - PREM' REVIEW FOR BOARD - CORNER CAN SUPPORT LARGER SCALE  
RECESION HIGH TO SHIFT MASS TOWARD YORK

### HP FINDINGS & FINAL REVIEW

- ③ LIGHTING - APP PROPOSES ARCH LIGHTING ON YORK + HIGH - WILL NEED FURTHER REVIEW
  - ④ DESIGN REVIEW -
    - MORE CONSISTENT TREATMENT OF YORK FACADE - ARTICULATED TO REFLECT FUNCTION
    - MODERATING SCALE ON HIGH STREET.
    - EMPHASIZING ENTRIES
    - EMPHASIZING CORNER OF YORK + HIGH AS GATEWAY.
- \* CC HERE - COMMENTS ADDRESSED

## F PI

neighborhood mtg - height, traffic, parking, stormwater



12/13 101 YORK WORKSHOP.

DE CM  
JS BR  
BH

PB?

DAVID - instances where increased setbacks permitted.

\* FIND EXAMPLES FOR REPORT. - Martindale - patio on west side  
ISSUE?

deck - parking?

101.

VIN - threshold questions - ① fine request - access to garage  
analysis - NFPA does not require.  
cost of deck reinforcement.

② design on high street - stepping down - differential not a concern.  
history of this site - smaller bldg.

300 feet - long - using colors/materials to transition.

VIN.

- REAR entrance  
junk - fire  
entry.

VIN. balance b/w safety + urban  
infill

KEITH - WINDOWS ON REAR, CARP, OTHER BLDG ON DANFORTH

- WINDOWS intentional

- don't want  
entrance  
on high

CAITLIN - PROMINENCE OF CORNER

- STEPPING DOWN.

- ENTIRE.

- MATERIALS REFLECT USE

↓  
OTHER INSTANCES  
LIKE THIS

PI.

Brian Van Dusen 48 High - corner now ugly - enthusiastic  
like residential, concerns re tenants in return

①

no need for entrance at York/High.

CM.

FIRE ACCESS IMPORTANT - creative solution.

ARCHITECTURE - varied rhythm, proportions + materials - problem

push envelope on corner

look at all 4 sides

PB.

JS. high visibility.

reservations re architecture - consistency not necessary

character + detail - use bricks + details to add character

see Thomas Black - see classical detail

don't mind breaking up bldg, but need detail.

don't need height on corner, but give it presence.

Fire - want him to feel comfortable - no obvious solution  
but get heads together.

superfluous granite - use to denote

create id language at entrance - arrival.

DE.

gateway project - need entrances to be prominent  
emphasis on entrances.

BH

entrances important

give York + High some more presence

of w/ windows on setbacks - some more detail

BB statement building. - deliver.  
further discussion re fire - came to solution.

HP board. 10/21.

④ PUBLIC HEARING.

Handwritten text at the top of the page, possibly a title or header, which is mostly illegible due to fading and bleed-through.

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10/19 FIRE -

① PARTIAL REINFORCEMENT of GARAGE

13-9' clearance under building

Future - Residential in [ ]

\* [ ② LANE FROM <sup>27</sup> HIGH + ~~XXXXXXXXXX~~  
+ SIAMESE CONNECTION ON FRONT?

③ HIGH ST CURB?

\* [ BUILD-TO: 2 PARCELS [ ]  
EXAMPLES: MARIOTT CATERING. CIVIL:  
HAMPTON INN.

DRAWING: 10th?

\* LIGHTS...

\* [ 2 garage condos  
63 res condos  
1 condo for commercial

[check condo fees?]

10/11/15

① Factors influencing performance of athletes

13-1 (Kardar under 10/11/15)

Factor - psychological in 15

② + STAMINE CONTROL ON OFFICIALS  
③ 100% FROM 100% + ~~100%~~

③ 100% TO 100%

④ DRAWING: 100%  
EXAMINER: 100%  
BUILD-TO: 5 BUILD TO

⑤ Note...

⑥ 100% 100% 100%  
100% 100% 100%



October 9, 2015

Vin Veroneau  
President/CEO  
J. B. Brown & Sons  
36 Danforth Street  
Portland, ME 04101

Re: York Street Mixed-Use Development – Code Analysis Narrative

Dear Vin,

Pursuant to our conversation below is a code analysis narrative for your use with the City of Portland.

The proposed project is a mixed use development at the corner of York and High Streets. The proposal is a five story building from York Street and four stories at rear (interior block) with approximately 17,250 sq. ft. of commercial space on the first floor and 63 residential units on the upper four floors. The use groups are A-2 or M (to be determined) and R-2 respectively. The proposed project also includes a parking facility with two levels of parking for 211 vehicles; one at/below grade (107 spaces) and one elevated (104 spaces). Access to the lower level parking will be from York Street and access to the elevated deck will be at grade from Danforth Street.

Both structures are constructed as Type IIB. The structures are separated by a two hour firewall (per Table 706.4 for R-2 and S-2 separation) located on the first floor of the parking structure in accordance with IBC 2009 Section 706 and IBC 2009 706.6.1 exception 1 Stepped Buildings. The allowable area for R-2 as set forth by IBC 2009 Table 503 is 16,000 square feet, 4 stories and 55' above grade. Section 504.2 allows the building height and stories to be increased when a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 by 20', but not exceed 60' or 4 stories. These increases are permitted in addition to the building area increase in accordance with Sections 506.2 and 506.3. Section 506.3; "Automatic sprinkler system increase: Where a building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, the building area limitation in Table 503 is permitted to be increased by an additional 200 percent (Is = 2)." The result for the R-2 use group of the project is an allowable area of 48,000 square feet per floor, 4 stories and less than 60'. Note that this area increase is not inclusive of any "frontage increase" allowed per Section 506.2. The proposed R-2 use of the structure has a floor area of 20,016 per floor, is 4 stories and 44'-9" above grade plane.

Per NFPA 1, Fire Code, Section 18.2.3.2; Access to Building, subsection 18.2.3.2.2, Fire Department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft. from fire department access roads as measured by an approved route around the exterior of the building or facility. Sub-subsection 18.2.3.2.2.1, when buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, NFPA 13R, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft. These sections have no amendments per the Code of Ordinances from the City of Portland as adopted November 7, 2013.

Please let us know if you need further assistance with this matter.

Sincerely,



Keith A Kelley, Architect

11 CORPORATE DRIVE ■ BELMONT ■ NH 03220  
PHONE (603) 527-9090 ■ WWW.OPECHEE.COM





c. *Snow and Ice Loading*

The project is not anticipated to cause snow or ice loading issues.

d. *View Corridors*

High Street is designated in the city’s *Design Manual* as a protected view corridor. The applicant previously provided a rendering showing the view down High Street with the building massing as proposed (*Figure 8*). Per the site plan standard pertaining to view corridors, “the massing, location, and height of development shall not substantially obstruct public views.” Given the applicant’s renderings, no substantial obstruction of public views is anticipated.

e. *Historic Resources*

The project includes some minor site work on one parcel within the West End Historic District, 27 High Street. As such, this site work is subject to review for conformance with the historic preservation ordinance standards. Historic Preservation staff has not yet signed off on the site alterations at 27 High Street. As such, this has been included as a condition of approval.



Figure 9: Rendering of High Street façade, with 27 High Street at left

Further, portions of the proposed building lie within 100 feet of this district, meaning that the entire development is subject to review for general compatibility “with the major character-defining elements of the...portion of the district in the immediate vicinity” (*Section 14-526(d)5*). The applicant has provided a narrative which speaks to the compatibility of the proposed building with the context, writing “[t]he proposed project creates a bridge between the commercial brick buildings

of the Old Port and the wood residential buildings of the West End. While the functions of the building are divided vertically [(commercial space at level 1 and residential space on the upper levels)], the architecture is divided by the Old Port and West End” (*Attachment Q*).” They state, “[a]t the corner of York Street and High Street, the building...utilizes residentially scaled materials and colors similar to buildings of the West End. These facades are details [sic] in a more ornate fashion with historically proportioned trim, storefront details and cornice.”

Deb Andrews, the city’s Historic Preservation Manager, presented the preliminary drawings to the Historic Preservation Board for an advisory review on October 21, 2015. In her final comments on the drawings, which incorporate the feedback of the Historic Preservation Board, Ms. Andrews writes that “Historic Preservation Board members found that the revised design proposal was much improved from the initial proposal and responsive to many of the concerns and suggestions expressed by the board in its preliminary review” (*Attachment 6*). She notes two outstanding issues, including the absence of a residential entrance on the York or High Street elevations and a request for a continuation of the blond brick material to the ground floor of the corner building element. She also notes that the “[b]oard was not in a position to comment on the finer elements or features of the design given the fact that the submitted drawings do not include wall sections or details.” Staff has requested these materials through the design review.

f. Exterior Lighting

The applicant has provided a lighting plan specifying the city's Eastern Waterfront fixtures on the York and High Street frontages and decorative pole-mounted lights at the building's rear. All of these lights are full cutoff and meet the requirements of the city's Technical Manual.

The applicant also proposes wall-mounted sconces on the York and High Street building façades that are designed as architectural lighting. These lights are not technically full cutoff. Per the code, any "architectural lighting" would need to meet *Technical Manual* standards, which include the provision that "[architectural] lighting shall be directed downward unless the development is located in an area of the city where uplighting is permitted" (14-526(D)6b and *Technical Manual Section 12.4*). In the final submittal, the applicant has provided specifications showing that each of the two architectural lights are downward directed. Both Historic Preservation staff and the city's urban designer have reviewed the architectural lights and indicated their general approval.

The final photometric plan shows an average illumination level slightly exceeding the *Technical Manual* standard, as well as some light trespass to the north onto both adjacent properties on Danforth Street and some trespass onto 27 High Street (*Plan 17*). The applicant has requested lighting standard waivers. With regard to light trespass, it should be noted that two of the adjacent properties are owned by the applicant, and the applicant has provided a letter from the third property owner attesting to his comfort with the proposed lighting (*Attachment V*). Given the location of the relevant property lines near building and parking entrances, where adequate lighting is important, staff supports the lighting waivers.

g. Noise and Vibration

The applicant has not provided information on noise from HVAC and mechanical equipment in the final submittal. The applicant has requested that this be treated as a condition of approval.

h. Signage and Wayfinding

No signage or wayfinding is proposed at this time. A final signage and wayfinding plan is included as a condition of approval.

0

Cavel's solution



i. Zoning-Related Design Standards

The city's site plan ordinance states that "Development in the B3, B5, B5-b, B7 business zones and in the B6 and EWPZ waterfront zones shall be designed to support the development of dense, mixed-use neighborhoods with attractive, safe and convenient street level



Figures 9 and 10: Rendering of corner of York and High Streets (top); York Street elevation (bottom)

**Helen Donaldson - Re: Capacity letter - 101 York St**

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**From:** David Margolis-Pineo  
**To:** Helen Donaldson  
**Date:** 12/8/2015 9:11 AM  
**Subject:** Re: Capacity letter - 101 York St

---

**December 4, 2015**

**RE: The Capacity to Handle Wastewater Flows from 85 & 101 York Street –  
Mixed-Use: Restaurant, Commercial, Office, Tenant Space**

Dear Mr. Veroneau:

The Department of Public Works, which includes the Water Resource Division have reviewed and determined that the downstream sewers from 85 & 101 York Street has the capacity to convey the estimated 17,790 gallons per day of wastewater which will be generated from this facility.

Information supplied by your consulting staff indicates that approximately 30,628 gallons of stormwater will be removed from the 36" combined sewer on York St from a 1" rain event. This action will help reduce the discharge volumes from downstream SSO's and CSO's. Your attention to this effort is very much appreciated.

If the City can be of further assistance, please call me at 874-8850 or 400-6695.

Sincerely,  
**CITY OF PORTLAND**

*David Margolis-Pineo*

David Margolis-Pineo  
Deputy City Engineer

**Anticipated Wastewater Flows from the Proposed Mixed-Use Commercial Tenant Space:**

59 units x 180 gpd/unit = 10,620 gpd, 4 duplex units x 270 gpd/unit = 1,080 gpd, Restaurant – 5,610 gpd, Retail – 480 gpd, **Total: 17,790 gpd**

CC: Jeffrey Levine, Director, Department of Planning and Urban Development, City of Portland  
Barbara Barhydt, Development Review Services Mgr., Dep't. of Planning and Urban Development, City of Portland  
Nell Donaldson, Department of Planning and Urban Development, City of Portland  
Shukria Wiar, Planner, Department of Planning and Urban Development, City of Portland  
Jean Fraser, Planner, Department of Planning and Urban Development, City of Portland  
Nancy Gallinaro, Water Resources Manager  
Benjamin N. Pearson, E.I., Industrial Pretreatment Coordinator, City of Portland  
Rachel Smith, Industrial Pretreatment Division, City of Portland  
John Emerson, Wastewater Coordinator, City of Portland  
Vin Veroneau, Applicant  
Alton Palmer, Gorrill-Palmer Engineers  
James Attianese, Gorrill-Palmer Engineers

101 YORK 12/8 HEARING.

~~PB.~~

all finish jobs - want - admin - ...  
BP... - INCREASED SETBACK. - DESIGN ISSUES  
- Hangar - look into a ton - ...

DE... HP...  
JS... SIDEWALK MATERIAL

BP... 90% street tree waiver

~~APP.~~

GRADING - DEALING W/ ELEVATIONS INSIDE BUDG  
level floor @ street level  
location of vegetation

① WAIVER - sep. - elim condition

... effort to bring in ...  
... the project - cover ...

② INTERSECTION - MAX TRM

glad to make contribution instead  
\$7300

JS - CAN WE SHARE THE COST? BAB - not done before

#9  
③ HP REVIEW 27 HIGH - 10

#12  
④ DESIGN - limit to first floor.

Design Des. - Blunde - tired - staff didn't like!

Driveway - not a big deal - asphalt - f

21' setback - don't need fence ...

DE 'publicly accessible' - requirement?

BS show something Δ + raised ...

PUBLIC COMMENT.

LANDMARKS: support high quality materials.

grand floor @ street level

compatible w/ neighborhood

Brian Van Dusen - 48 High

applaud everyone - came to project + effort + time

supported the project - corner needs something

better than what's there now

don't want things pushed out.

PB

CM - design has come leaps + bounds.

it's a gateway - why so few trees on York St ... 75' spacing

TO fewer trees! in favor of healthy trees

at a gateway. vertical expression started at corner.

close to nailing it - can be b/w cornice  
proportions + buff brick  
accentuated forehead.

articulation of this corner so important

main entrance or alley a plus

brick apron to cc - important - would like to see it stay

must arm - bit of a burden for developer

narrowing of drive to east - go w/ applicant.

⊗ don't need to table - I more go around design review

↓ is much better -

⊗ not in favor of tabling.

not satisfied w/ corner w/ h/ high - more design review

doesn't have presence. not a place-maker

not 'good enough' - should be showcase

raised planters would help.

must arm - too big a burden - city should contribute

street trees - appreciate raised granite planters.

would like brick aprons

IDE - great progress.

balance policy guidelines w/ promoting successful dev for all

⊗ loose ends - would like to resolve - table

final word on HP, driveway separation, must arm

BH

have had projects w/ conditions - can trust staff - move  
 lots of parking - hoping it will be used  
 separate - minimizing cut  
 mast arm - 25% not huge burden given scale of project  
 blank wall - deal w/ 1st floor only -  
 support build to exception - ok - need to decide if  
 - hp - clarify - not board - staff review activation okay  
 this is a huge improvement -

SP

parking well hidden  
 entrance on th'gh actually good  
 not considered re conditions - until now  
 typically design review would come back to PB.  
 is staff comfortable with this as condition

BB

compromise  
 - faith in staff, but strong sentiment that PB needs to determine  
 design  
 mast arm

if city thinks curb cut should be decreased - and in PAV - ok.

to mast arm -



## Motions

① ~~PLANNING~~ 6-0

② WAIVERS -

A 6-0

B 6-0

C 6-0.

③ SUBDIVISION. - 6-0.

④ SPR. 6-0.

1-8 as written

9 insert 'staff'

10+11 as written

12 modify to 'planning board'

13 strike

14 as written

Wavelength

0.0 - 0.1

0.1 - 0.2

0.2 - 0.3

0.3 - 0.4

0.4 - 0.5

0.5 - 0.6

0.6 - 0.7

0.7 - 0.8

0.8 - 0.9

0.9 - 1.0

1.0 - 1.5

1.5 - 2.0

2.0 - 3.0

101 YORK STREET

5-STORY BLDG 300 FT ON YORK, 100 ON HIGH  
18 KSF → 17,000 FIRST FLOOR COMMERCIAL  
@ 3 MARKET RATE APT.  
2 LEVEL PARKING W/ 211 SPACES.  
STORMWATER TREATMENT FOR SMALL AREA  
SIGNIFICANT LANDSCAPING

B-2

① MAJOR CHANGES

AT WORKSHOP 2 MAJOR CONCERNS. FIRE ACCESS + DESIGN.

- FIRE ACCESS - MET W/STAFF, SEVERAL DISCUSSIONS  
MODIFIED ACCESS FROM HIGH STREET TO ALLOW 20' FIRE LANE  
ALONG 1/2 OF BUILDING

- DESIGN - MET MULTIPLE OCCASIONS W/STAFF  
ADDED YORK STREET ENTRANCES + REFINED HIGH STREET TO INCLUDE  
CANOPY, ADDRESSING,

MODIFIED HIGH STREET AND YORK STREET FACADES PATIOLABLE FENEST.  
+ MATERIALS  
MODIFIED WINDOWS MORE VERTICAL PROPORTION.

- YORK STREET CROSS-SECTION.  
ADDED BIKE LANES  
MODIFIED ON-STREET PARKING, TURN LANES.

~~STORMWATER~~  
ELIMINATED PLANTERS IN FAVOR OF BIOCELL SYSTEM

② ZONING

- BULD. TO LINE: B3 MAX FRONT YARD SETBACK = 5 FT.

YORK STREET - PT OF GREATEST SETBACK - 21 FT.

PB REQUESTED EXAMPLES - HAMPTON 2010 - 10 FT - 12' PU TO CURB - 10' TO BLDG.  
SEATING, OUTDOOR DINING.

YORK ST CROSS-SECTION - CURB LINE NEAR PL → EXTENDED SETBACKS +

REMOVED PED DETAILS - SN SEAT WALL + PLANTERS

RECOMMEND FINDING THAT INCREASED SETBACK MEETS THRESHOLDS, SUBJECT TO FINANCIAL  
DESIGN W/L.D

- MAX UNDIFF BLANK WALL - HIGH ST: 30'

PREMIUM PLANT - PLANTER  
TREATMENT OF THIS AREA - CONDITION OF APPROVAL

③ SP/SUBDIVISION SUBMITAL REQUIREMENTS

- REVISED PLAT + CONDO DOCS  
- NUMBER OF EASEMENTS

- NOTICE OF INTENT TO COMPLY W/ ME CONSTRUCTION GEN PERM 17 =

- CONSTRUCTION MANAGEMENT PLAN - SUBMITTED BRPT - BLASTING + EASEMENT  
CONST

482.  
5028

④ SPR.

- TE REQUESTED REVISED PAMP LAYOUT HIGH/YORK - 2 RAMPS - PREFERRED ADA
- AVOIDED REPAIRS - RELOCATE MAIN ARM IN DRILL LOC - SIM TO REQUEST FOR HYATT - 133 FENCE
- DMP - EUM BRICK XWALK AT DRIVE OR PURSUE CITY COUNCIL APPROVAL DEVIATION IN MATERIAL

TRANSP.

- TE - FINAL PAVEMENT MARKING PLAN.
- PARKING DIMENSIONS.

\$25K COST

EQ

- DS PLANTINGS PROPOSED IN BICHELL MAY CONFLICT - CITY ASKED FOR SCREENING.
- ST.
  - CURBED PLANTERS AT INTERIORS
  - RAISED TREE WELLS, TREE GRATE SPEC
  - REMOVE ITSELF
  - Δ SPECIES.
  - ADDITIONAL PLANTING ON DANFORTH ST AT DRIVEWAY ENTRANCE

- DS - MINOR COMMENTS ON STORMWATER MGMT PLAN.

HEIGHT APPROVAL:

- DS OIL/WATER SEPARATOR
- DMP SEWER CONNECTION DETAILS.

INFRASTR. + SAFETY

- FIRE APPROVAL FROM HP FOR IMPROVEMENTS AT 27 HIGH
- HVAC + MECHANICAL EQUIP MEET CITY STANDARDS.
- SIGNAGE + WAYFINDING PLAN.
- DESIGN - WALL SECTIONS + DETAILS OF STOREFRONT, CORNICHE, ENTRANCES.
  - SPECS FOR WINDOWS + DOORS
  - REVISED PLANS TO DIFFERENTIATE HIGH ST. FACADE.

DESIGN

- SEWER CAPACITY HAS BEEN PROVIDED.

⑤ WAIVERS

1. DRIVEWAY SEPARATION ON YORK STREET W/ DRIVEWAY IMMEDIATELY EAST - 65' SEPARATION.
  - SUBSTITUTED BY TE ON CONDITION APP NARROWS DRIVEWAY TO EAST - MAXIMIZE SEPARATION FROM 29' TO 20'
  - IN ROW MODIFIED CURB
2. LIGHTING - PHOTOMETRIC PLAN - EXCEED AVG ILLUM LEVELS + ILLUM LEVELS @ PROPERTY LINE
  - TRESPASS ON ADJACENT PROPS OWNED BY APP. LETTER FROM THIRD INDICATING COMPLAINT.
3. STREET TREES - 63 UNITS - 11 TO BE PROVIDED → 52
  - INCLUDING W/ RECENT - CREDIT FOR COST OF TREE WELLS 3x \$2000 → \$4,400 COST.

⑥ PI.

## Helen Donaldson - Conditions of Approval, 101 York Street

---

**From:** Barry Stowe <barrys@opechee.com>  
**To:** "hcd@portlandmaine.gov" <hcd@portlandmaine.gov>  
**Date:** 1/18/2016 9:50 AM  
**Subject:** Conditions of Approval, 101 York Street  
**Attachments:** C7.01 Hardscape Plan & Details 101 York St 01-18-2016.pdf

---

Hi Nell,

As a first step in satisfying the conditions of approval; please review the attached hardscape plan. If the plan is acceptable, we can move onto the other conditions. We are looking confirmation that the following conditions will be addressed by the attached plan:

✓ **Finding Regarding B-3 Build-To Line:**

"...on the condition that the applicant shall provide revised plans including amenities and insuring public access in areas of increased setback for review and approval by the city's urban designer prior to the issuance of a building permit" *We have "brought back" the raised planter along High Street. Also, we have added custom raised planters and sit benches.*

✓ **Waivers:**

"...the applicant shall revise the plans to narrow the adjacent driveway to the east to 20 feet with the intent of maximizing the driveway separation prior to the issuance of a building permit." *The abutter's driveway is shown as 20' wide.*

**Site Plan Review:**

3. a) "reconfigure handicap ramps at the corner of York and High Streets;" *Two distinct ramps are shown*

4. "...eliminating the brick crosswalk in the driveway apron..." *crosswalk has been deleted*

6. c) "Raised tree planter or tree grates as specified on York Street;" *custom raised planters are shown with sit walls. Also, the planter to the west was revised per Portland Water District comment that trees are not allowed within 20' of a water service. Thus, the planter has been reduced in size to match the AC Hotel proposal.*

6. d) "The elimination of the street tree on York Street closest to High Street;" *The tree planter has been deleted*

Thanks

Best,

Barry Stowe

Opechee Construction Corporation  
 11 Corporate Dr | Belmont | NH 03220  
 P (603) 527-9090 | F (603) 527-9191

[barrys@opechee.com](mailto:barrys@opechee.com) | [www.opechee.com](http://www.opechee.com)





Jeff Levine, Director  
Planning and Urban Development  
City Hall Rm 315, 389 Congress St  
Portland, Maine 04101

February 5<sup>th</sup>, 2016

RE: Advance site work for the J.B. Brown mixed use development at 101 York Street

Dear Jeff,

Please accept this letter as our request to perform site work for the recently approved project mentioned above prior to the issuance of a building permit. With the ability to perform the below listed site work during the winter, the site can be prepared and ready to start foundation work in the early spring. The approval of this request will be advantageous for the following reasons:

- It will mitigate erosion and sediment transport by completing a majority of the earthwork through the winter and stabilize the site with gravel before the seasonal rain associated with the spring.
- It will allow time to "enclose" the building and complete a majority of site improvements prior to the next winter.

BP. site work only permit.

At this time, the approval of the request is limited to the following Phase I scope of work:

- Phase I Advance Sitework (with in fenced area shown on Construction Management Plan, sheet 10.01b):
  - o Remove miscellaneous pavements and other site improvements
  - o Install erosion and sedimentation control
  - o Perform initial earthwork within the fenced area shown on in preparation for ledge removal

IBK - demo + stabilization

Not Now

- Phase II Advance Sitework (with in fenced area shown on Construction Management Plan, sheet 10.01c)
  - o Remove ledge to accommodate the proposed subgrade elevations
  - o Perform cut/fills and rough grading to the proposed subgrade elevations
  - o Stabilize the site with the proposed gravel sub-base
  - o Install rammed aggregate piers within the building footprint to improve the existing ground for support of the anticipated foundation loads.

taxation?

Our plan is to start the above site work as soon as possible.

Please note that a restoration guarantee with the City is in place and this financial assurance should be sufficient for both Phases. We understand a complete performance guarantee will be necessary prior to building permit issuance.

Sincerely,

Jason Blais  
Project Manager

02/05/2016

Cc: Nell Donaldson

Handbook as utility works during of piers  
will PG

Technical grading plans

need to post PG site stabilization project.  
PG - may not be sufficient for Phase II

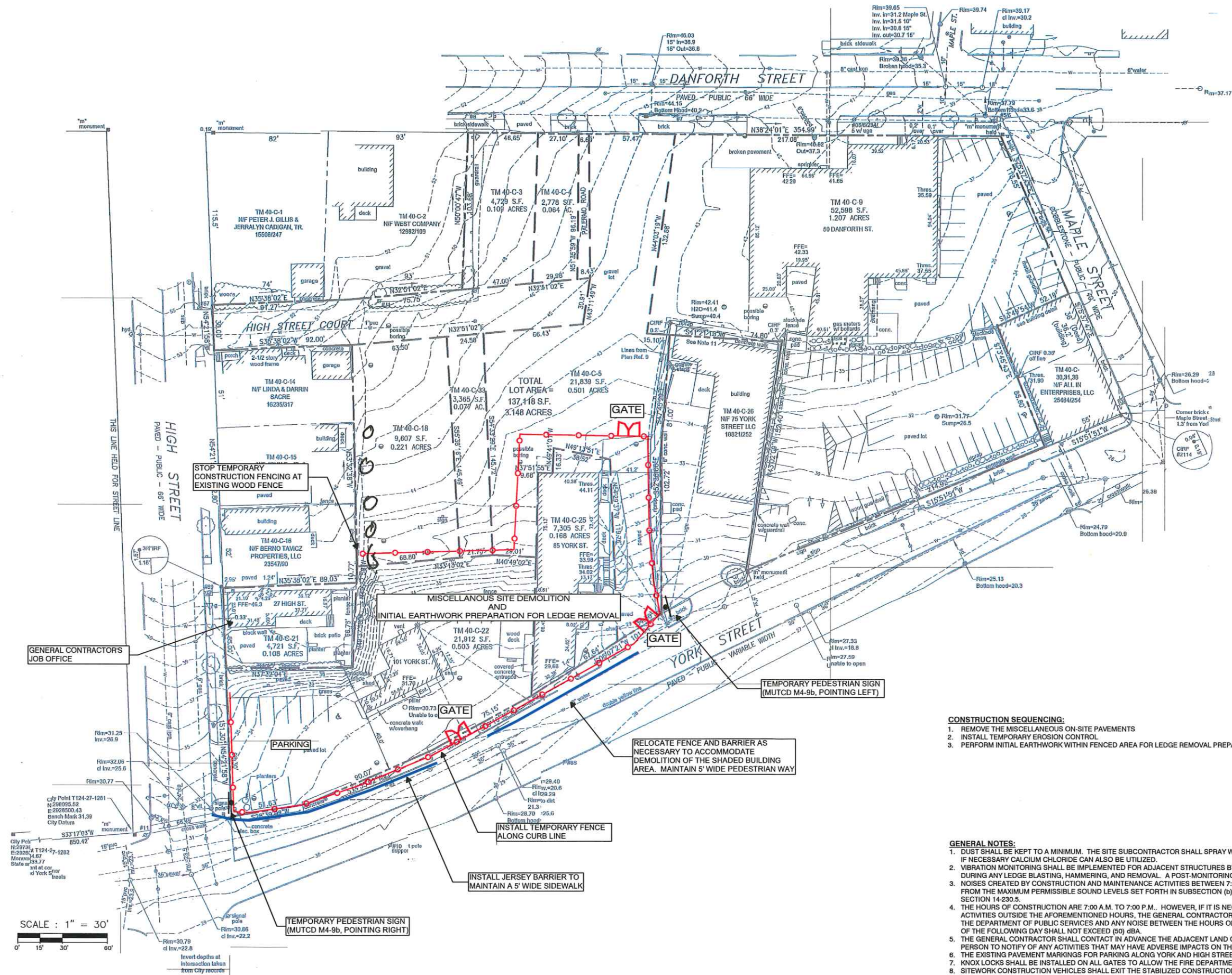
NO site work permit

no pre-con @ Bill BP.





Copyright 2015 Opechee Construction Corporation  
TUESDAY, JULY 29, 2015, 1:32:07 PM



- CONSTRUCTION SEQUENCING:**
1. REMOVE THE MISCELLANEOUS ON-SITE PAVEMENTS
  2. INSTALL TEMPORARY EROSION CONTROL
  3. PERFORM INITIAL EARTHWORK WITHIN FENCED AREA FOR LEDGE REMOVAL PREPARATION

- GENERAL NOTES:**
1. DUST SHALL BE KEPT TO A MINIMUM. THE SITE SUBCONTRACTOR SHALL SPRAY WATER FOR DUST CONTROL. IF NECESSARY CALCIUM CHLORIDE CAN ALSO BE UTILIZED.
  2. VIBRATION MONITORING SHALL BE IMPLEMENTED FOR ADJACENT STRUCTURES BY SEISMOGRAPHS RECORDINGS DURING ANY LEDGE BLASTING, HAMMERING, AND REMOVAL. A POST-MONITORING REPORT SHALL BE GENERATED.
  3. NOISES CREATED BY CONSTRUCTION AND MAINTENANCE ACTIVITIES BETWEEN 7:00 AM AND 10:00 PM ARE EXEMPT FROM THE MAXIMUM PERMISSIBLE SOUND LEVELS SET FORTH IN SUBSECTION (b)(3) OF PERFORMANCE STANDARDS SECTION 14-230.5.
  4. THE HOURS OF CONSTRUCTION ARE 7:00 A.M. TO 7:00 P.M.. HOWEVER, IF IT IS NECESSARY TO PERFORM CONSTRUCTION ACTIVITIES OUTSIDE THE AFOREMENTIONED HOURS, THE GENERAL CONTRACTOR SHALL REQUEST PERMISSION FROM THE DEPARTMENT OF PUBLIC SERVICES AND ANY NOISE BETWEEN THE HOURS OF 10:00 PM OF ONE (1) DAY AND 7:00 AM OF THE FOLLOWING DAY SHALL NOT EXCEED (50) dBA.
  5. THE GENERAL CONTRACTOR SHALL CONTACT IN ADVANCE THE ADJACENT LAND OWNERS BY EMAIL, TELEPHONE, OR IN PERSON TO NOTIFY OF ANY ACTIVITIES THAT MAY HAVE ADVERSE IMPACTS ON THEM.
  6. THE EXISTING PAVEMENT MARKINGS FOR PARKING ALONG YORK AND HIGH STREET SHALL BE "BLACKED OUT" WITH PAINT.
  7. KNOX LOCKS SHALL BE INSTALLED ON ALL GATES TO ALLOW THE FIRE DEPARTMENT ACCESS TO THE SITE
  8. SITEWORK CONSTRUCTION VEHICLES SHALL EXIT THE STABILIZED CONSTRUCTION ENTRANCE ON DANFORTH STREET.
  9. SIDEWALK SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER ALONG THEIR STREET FRONTAGE.
  10. PROJECT DELIVERIES SHALL NOT BE SCHEDULED DURING PEAK TRAFFIC TIMES; MON THROUGH FRIDAY; 7-9AM AND 4-6PM.
  11. EXISTING MONTHLY PARKING TENANTS WILL BE RELOCATED TO ALTERNATE PRIVATE LOCATIONS AND WILL NOT BE DISPLACED AS TO BURDEN PUBLIC PARKING FACILITIES/INFRASTRUCTURE.

# Mixed Use Development

York & High Street  
Portland, Maine

REVISION:  
01/13/16 - CITY REVIEW COMMENTS  
01/14/16 - DELETED LEDGE REMOVAL  
02/05/16 - ADV SITEWORK PHASED

ISSUED:  
08/14/15 - SITE PLAN REVIEW

project architect: KK  
drawn by: BS

CONSTRUCTION MANAGEMENT  
ADVANCE SITEWORK  
PHASE I

sheet number:  
**C10.01b**







January 4, 2016

Jeff Levine, Director  
Planning and Urban Development  
City Hall Rm 315, 389 Congress St  
Portland, Maine 04101

RE: Advance site work for the J.B. Brown mixed use development at 101 York Street

Dear Jeff,

Please accept this letter as our request to perform site work for the recently approved project mentioned above prior to the issuance of a building permit. With the ability to perform the below listed site work during the winter, the site can be prepared and ready to start foundation work in the early spring.

The approval of this request will be advantageous for the following reasons:

- It will mitigate erosion and sediment transport by completing a majority of the earthwork through the winter and stabilize the site with gravel before the seasonal rain associated with the spring.
- It will allow time to "enclose" the building and complete a majority of site improvements prior to the next winter.

The approval of the request will allow the following scope of work to be performed during this winter:

1. Install erosion and sedimentation control
2. Perform demolition of the existing buildings, foundations, and miscellaneous site improvements.
3. Remove ledge to accommodate the proposed subgrade elevations
4. Perform cut/fills and rough grading to the proposed subgrade elevations
5. Stabilize the site with the proposed gravel sub-base
6. Install rammed aggregate piers within the building footprint to improve the existing ground for support of the anticipated foundation loads.

Our plan is to start the above site work as soon as possible.

Please note that we are currently working on establishing a restoration guarantee with the City and understand this financial assurance will need to be in place prior to performing the work above.

Please let me know if any more information.

Sincerely,

  
Jason Blais  
Project Manager

*NO per 1/12 email*

Cc: Nell Donaldson

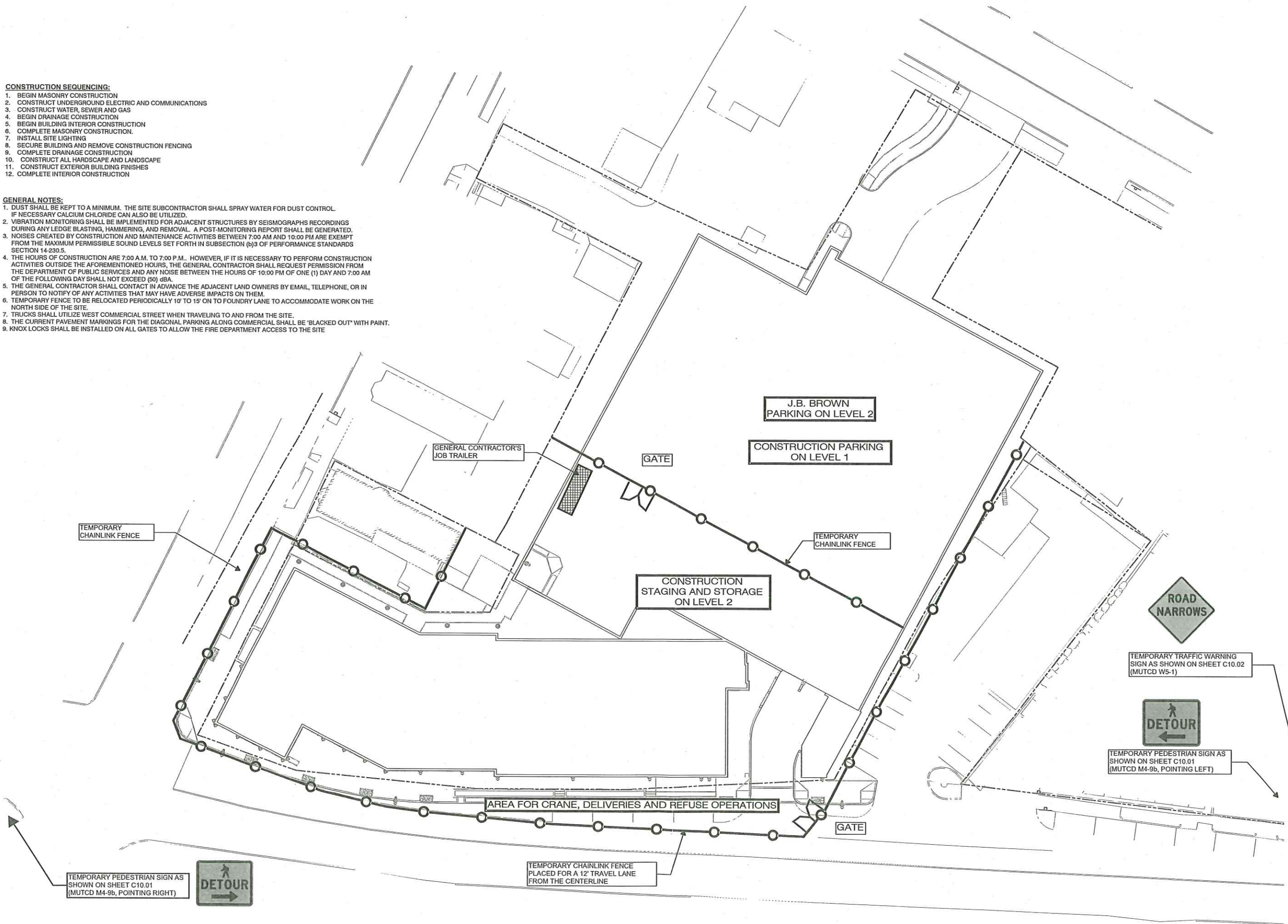


**CONSTRUCTION SEQUENCING:**

1. BEGIN MASONRY CONSTRUCTION
2. CONSTRUCT UNDERGROUND ELECTRIC AND COMMUNICATIONS
3. CONSTRUCT WATER, SEWER AND GAS
4. BEGIN DRAINAGE CONSTRUCTION
5. BEGIN BUILDING INTERIOR CONSTRUCTION
6. COMPLETE MASONRY CONSTRUCTION.
7. INSTALL SITE LIGHTING
8. SECURE BUILDING AND REMOVE CONSTRUCTION FENCING
9. COMPLETE DRAINAGE CONSTRUCTION
10. CONSTRUCT ALL HARDSCAPE AND LANDSCAPE
11. CONSTRUCT EXTERIOR BUILDING FINISHES
12. COMPLETE INTERIOR CONSTRUCTION

**GENERAL NOTES:**

1. DUST SHALL BE KEPT TO A MINIMUM. THE SITE SUBCONTRACTOR SHALL SPRAY WATER FOR DUST CONTROL. IF NECESSARY CALCIUM CHLORIDE CAN ALSO BE UTILIZED.
2. VIBRATION MONITORING SHALL BE IMPLEMENTED FOR ADJACENT STRUCTURES BY SEISMOGRAPHS RECORDINGS DURING ANY LEDGE BLASTING, HAMMERING, AND REMOVAL. A POST-MONITORING REPORT SHALL BE GENERATED.
3. NOISES CREATED BY CONSTRUCTION AND MAINTENANCE ACTIVITIES BETWEEN 7:00 AM AND 10:00 PM ARE EXEMPT FROM THE MAXIMUM PERMISSIBLE SOUND LEVELS SET FORTH IN SUBSECTION (b)3 OF PERFORMANCE STANDARDS SECTION 14-230.5.
4. THE HOURS OF CONSTRUCTION ARE 7:00 A.M. TO 7:00 P.M.. HOWEVER, IF IT IS NECESSARY TO PERFORM CONSTRUCTION ACTIVITIES OUTSIDE THE FOREMENTIONED HOURS, THE GENERAL CONTRACTOR SHALL REQUEST PERMISSION FROM THE DEPARTMENT OF PUBLIC SERVICES AND ANY NOISE BETWEEN THE HOURS OF 10:00 PM OF ONE (1) DAY AND 7:00 AM OF THE FOLLOWING DAY SHALL NOT EXCEED (50) dBA.
5. THE GENERAL CONTRACTOR SHALL CONTACT IN ADVANCE THE ADJACENT LAND OWNERS BY EMAIL, TELEPHONE, OR IN PERSON TO NOTIFY OF ANY ACTIVITIES THAT MAY HAVE ADVERSE IMPACTS ON THEM.
6. TEMPORARY FENCE TO BE RELOCATED PERIODICALLY 10' TO 15' ON TO FOUNDRY LANE TO ACCOMMODATE WORK ON THE NORTH SIDE OF THE SITE.
7. TRUCKS SHALL UTILIZE WEST COMMERCIAL STREET WHEN TRAVELING TO AND FROM THE SITE.
8. THE CURRENT PAVEMENT MARKINGS FOR THE DIAGONAL PARKING ALONG COMMERCIAL SHALL BE 'BLACKED OUT' WITH PAINT.
9. KVOX LOCKS SHALL BE INSTALLED ON ALL GATES TO ALLOW THE FIRE DEPARTMENT ACCESS TO THE SITE



REVISION:

ISSUED:  
8-14-15  
SITE PLAN REVIEW

project architect: KK  
drawn by: BS

CONSTRUCTION  
MANAGEMENT  
MASONRY &  
SITEWORK

sheet number:  
**C10.04**



# 101 YORK - DESIGN REVIEW

VIN VERONEAU, 101 YORK ST LLC - <sup>FINAL</sup> REVIEW OF DESIGN PREVIOUSLY APPROVED PROJ 101 YORK

① WHEN BRD APPROVED DEC 0, INC. COA RE DESIGN.

STAFF - GEN MET B3 DG, UNRESOLVED ELEMENTS

A. DETAILS - STOREFRONT, CORNICES, ENTRANCES, WINDOWS

B. TREATMENT OF BLANK WALL ON HIGH ST.

C. EXECUTION OF CORNER - CONCERN RE <sup>COMPOSITION +</sup> PROPORTIONS, <sup>DETAIL,</sup> ARTICULATION

## ② REVISED DRAWINGS

ON HIGH ST FRONTAGE -

A. INCORP STEPPED PLANTER OF SMOOTH FACE SOLID MASONRY UNIT - MATCHING SPINE

B. Δ COLOR ON STOREFR. TO MINIMIZE CONTRAST W/ BUFF BRICK

DETAILS SHOWING FIBER CEMENT CORNICE, SIGN BAND, COLUMNS + BASE SMOOTH FACE SOLID MASONRY UNIT

C. Δ CORNICE COLOR TO MATCH STOREFRONT + REDUCE CONTRAST.

INCREASED HEIGHT OF CORNICE + FRIEZE TRIM - BRING MORE INTO PROP W/ MIDDLE

D. INSET RAMBLAGE BRICK COURSE + 3 ACCENT BANDS, + SOLIDIERZ COURSE @ 5TH STORY SILL

BELOW CORNICE

PROPORTION + VISUAL INTEREST ↑

E. EM'N DARK GRAY BRICK + ADDED CORNICE

STAFF REVIEWED - DRAWINGS MEET BOTH B3 DG + ADDRESS PB COMMENTS.

RECOMMEND FINDING THAT CONDITION MET.





# 3/8 DECISION REVIEW - 101 NAME.

DE  
JS  
BB  
BH

DE -  
~~PB.~~

⊕ matching cornice?

JS  
PUBLIC COMMENT. - ∅

JS - great next step.

DE - challenging + rewarding - job presents much better.

BH - High Street works much better - gateway standard  
1/2ce long sweep of brick

BB - agree re details  
simplifying colors/reduce contrast  
doesn't make it to standard, kids-ass, but better

VOTE. 4-0.

DR. [unclear]

30 DESIGN REVIEW - 10/14/10

~~88~~

② important cases:

88/10/10

26 - next next step

88 - 10/14/10 + 10/14/10 - job  
groups under better

88 - 10/14/10 next next next next - design standards  
life and end of work

88 - 10/14/10 - 10/14/10  
design standards reduce/reduce/reduce/reduce  
design standards to standards 10/14/10 but better

~~88~~



# PLANNING BOARD REPORT PORTLAND, MAINE

101 York Street Mixed Use Development  
85-101 York Street  
Level III Site Plan and Subdivision Review – Condition of Approval, Design Review  
2015-139  
101 York Street, LLC

Submitted to: Portland Planning Board Date: March 4, 2016 Public Hearing Date: March 8, 2016	Prepared by: Nell Donaldson, Planner CBLs: 40-C-3, 4, 5, 9, 18, 22, 25, 33 and 40-C-21 Project #: 2015-139
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## I. INTRODUCTION

On December 8, 2015, the City of Portland Planning Board held a public hearing to review final plans for a five-story mixed use development at 85-101 York Street, at the corner of York and High Streets. The hearing followed a series of discussions between board members, city staff, and the applicant regarding the building's architecture. Notwithstanding these discussions, several design items remained unresolved at the hearing, and staff recommended a condition of approval that the applicant provide additional design drawings as a means of addressing these items. At the hearing, Board members raised their own design concerns, particularly questions about the execution of the building's corner at York and High Street. After some discussion, the Board approved the project on the condition that the applicant return to the Planning Board with additional drawings for final design review.

In the time since the Board hearing, the applicant has submitted two further iterations of the building design. Staff has reviewed both iterations with respect to both the B-3 design standards and guidelines and the Board's condition of approval and deemed the drawings suitable for final Board review.

**Applicant:** Vincent Veroneau, 101 York Street, LCC

**Consultants:** Barry Stowe, Opechee Construction Corporation; Gorrill-Palmer Consulting Engineers

**Noticing:** 199 notices were sent to property owners within 500 feet of the site and a legal ad ran on February 29 and March 1, 2016.

## II. DESIGN DEVELOPMENT

### A. Planning Board Hearing Design

The 101 York Street project lies within the B-3 zone and is thus subject to the B-3 design standards and guidelines established by the city's *Design Manual*. These standards and guidelines emphasize a building's relationship to the pedestrian environment, a building's relationship to existing surrounding development, shadow impacts, wind impacts, setbacks, execution of building tops, and effects on view corridors and gateways.

At the time of the Planning Board hearing on December 8, staff found that the design generally met the B-3 design standards and guidelines. However, there were some outstanding questions. Caitlin Cameron, the city's urban designer, wrote:

1. ***Relationship to the Pedestrian Environment: Storefronts and building facades: Materials and detailing***  
***- The design of storefronts and lower building facades should include the selection of high quality materials and detailing which relate to the rest of the building and to the surrounding context, and which convey a sense of permanence, durability, and richness in character....***  
*Specific details on the design of elements meant to provide articulation, including wall sections and details of storefronts, cornices, and entrances and window and door specifications, have not been provided.*

2. ***Relationship to the Pedestrian Environment: Blank facades - ...It is important that the design of [blank]facades incorporate significant features of visual interest which will maintain the interest of the pedestrian...***

*The project employs low seasonal landscaping on the blank area of the High Street façade. Raised planters previously shown in this location, which helped to mitigate the effect of the unarticulated wall, have been eliminated.*

3. ***Pedestrian amenities***

*Seating walls on York and planter walls on High Street have been removed from the final plans. These were desirable elements that added amenity to the project.*

At the hearing, Board members raised additional design concerns, principally with respect to the execution of the building's corner at York and High Streets. Board members argued that this corner lies at a significant gateway and deserves particular design consideration, a notion which is supported by the city's design guidelines, which identify the York Street approach to the central business district as "an opportunity to get a sense of the residential and evolving commercial districts which surround and are so important to the Downtown." Board members suggested that the proportions of the building's corner element had not been sufficiently resolved, and suggested extending the height of the storefront element, modifying the scale of the cornice, adding detail to the building's "forehead," and reducing the color contrast between building elements in this area as a means of addressing outstanding concerns about the building composition. The related design guidelines read as follows:

*II. Relationship to Existing Development: Building façade proportion and composition*

...

*- Composition: ...It is important that [the] different overall components of a façade relate to one another on each building to ensure an integrated composition...In the design of larger buildings, it is particularly important to examine the opportunities to compose the building both horizontally and vertically, respecting the character of buildings nearby through a contextually sensitive design while creating an interesting and creative individual building.*

*VIII. View Corridors, Visual Landmarks, and Gateways*

...

*While each [gateway]to the Downtown is unique, collectively there are opportunities to enhance these entrances by preserving view corridors and panoramic skyline views along or from these corridors, reinforcing and enhancing the scale, character and placement of buildings along these entrance routes, and by encouraging development which reinforces the unique positive aspects and opportunities for each particular gateway.*

Ultimately, the Board's discussion, when coupled with the outstanding items from staff's design review, resulted in a condition of approval which required that the applicant provide "[w]all sections and details showing storefronts, cornices, and entrances; specifications for windows and doors; and revised plans to differentiate the blank wall on the High Street façade for review and approval by the city's Planning Board."



Figures 1 and 2: High Street façade, elevation shown at Planning Board hearing (left) and revised elevation (right)



Figures 3 and 4: York Street façade, elevation shown at Planning Board hearing (top) and revised elevation (bottom)

#### B. Revised Design

The applicant submitted a revised hardscape plan (Plan 1) and elevations shortly following the Board hearing in early January. Staff, including representatives of the city's Historic Preservation office, commented on the design changes and requested additional information, and subsequently final elevations and building sections were provided (Plans 2-5). The building sections include details related to building doors, windows, storefronts, cornices, and entrances.

The majority of revisions in the final drawings pertain to the buff brick element of the building at the corner of York and High Streets:

- *Blank facade:* The applicant has modified the design of the 50' span of blank façade on the High Street frontage to incorporate a stepped planter design (Figures 1 and 2). In the revised hardscape plan, this planter is depicted with a "decorative retaining wall" constructed of smooth face solid masonry units to match the storefront base to the south. Planting would continue to include Bosnian pine, black-eyed susan, sedum, switchgrass, viburnum, and Mountbatten juniper.

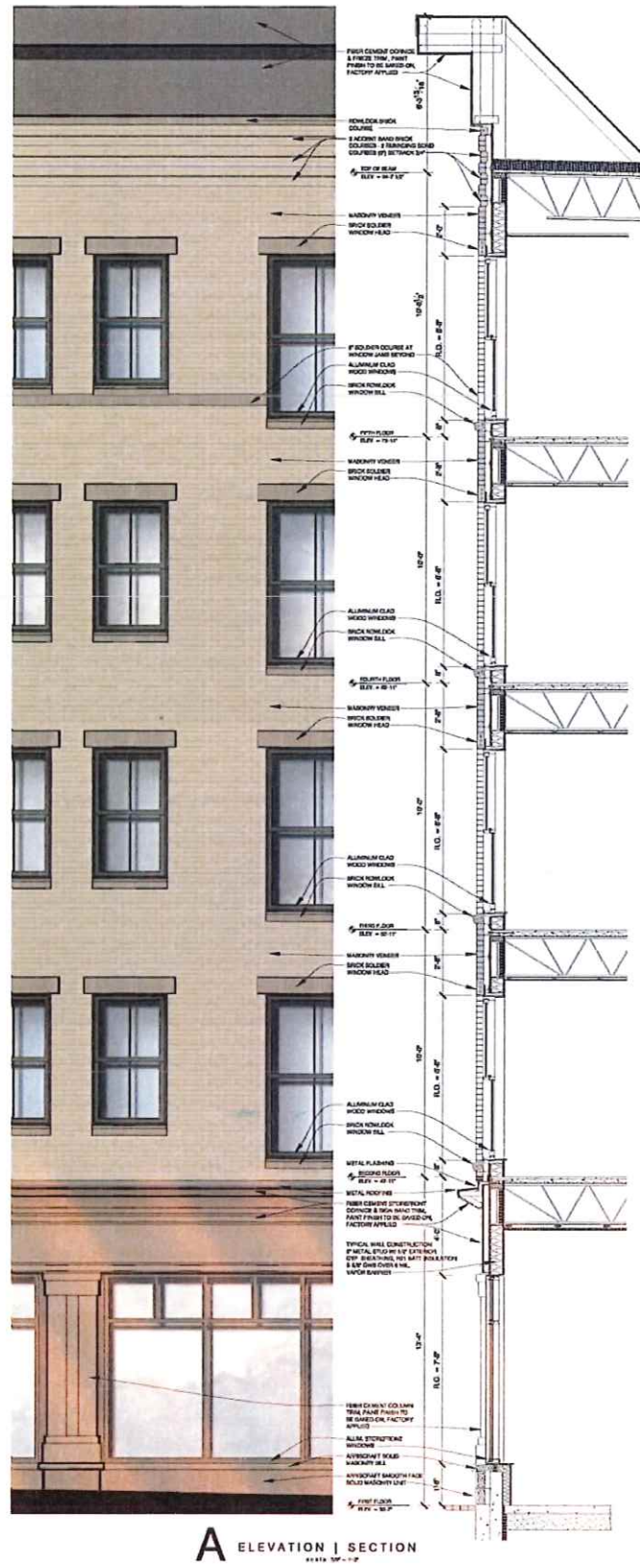
- *Storefront:* The applicant has modified the color of the storefront element to minimize contrast with the buff brick of the building's middle. In sections, the storefront is detailed with fiber cement cornice, sign band, and columns and a base of smooth face solid masonry units. Aluminum windows and doors are proposed.
- *Cornice:* Similarly, the applicant has changed the cornice color to match the storefront and reduce contrast with the buff brick veneer of the building's middle. In the final drawings, the applicant has also increased the height of the cornice piece and frieze trim to bring it more into proportion with the building's middle section.
- *Brick Courses:* The final drawings include an inset rowlock brick course and three accent bands of inset brickwork at 3/4" depth just below the building cornice. The applicant also proposes a soldier course at the sill level of the fifth story windows, with the intent of minimizing the proportion of the building's middle section.

Lastly, in the final drawings, the applicant has also chosen to eliminate the dark gray brick on the middle of the York Street façade in favor of additional red brick. The final plans also add a cornice and matching awning to better integrate this element with the red brick element to the east.

Staff has reviewed the final submittals and found that the revisions both meet the standards and guidelines of the B-3 zone and generally address the Board's comments. Ms. Cameron writes,

*The proposed design revisions address the comments raised by the Planning Board. In the public hearing, the Planning Board members voiced concern about the following aspects of the design:*

- 1) **The high contrast of material colors** – The material finish of the cornice and storefront was revised to be lighter in tone and therefore, less contrasting.
- 2) **Durability and detail of materials at ground floor** – The applicant proposes a fiber cement panels and trim at the ground floor storefront. Wall sections



**A** ELEVATION | SECTION  
 SCALE: 1/8" = 1'-0"

*show the level of reveal and shadow line created which ranges from 1" to 2" at upper floor accent bands to 6" to 10" at the base and sills.*

- 3) **Proportion of corner façade composition at the top of the building** – *The revisions to address this concern include a more substantial cornice profile at the corner, horizontal bands of brick above the windows, and a soldier course at the top floor windows.*
- 4) **Overall, not enough emphasis on the corner of the building as a gateway** – *The revisions mentioned above are intended to add more emphasis and visual interest at the corner of the building.*
- 5) **Planter and seating walls on High Street and to meet the additional setback** –
  - a. *The planter wall was added back to the High Street façade as requested*
  - b. *The design of the additional setback on York Street removes the physical barrier and adds amenities such as the street tree, raised planter, and seating.*

### III. PUBLIC COMMENT

The Planning Division received no public comment on the revised drawings.

### IV. PROPOSED MOTION

On the basis of the revised drawings, plans, and other information submitted by the applicant; findings contained in the Planning Board report for the public hearing on March 8, 2016 for application 2015-139 relevant to Portland's site plan ordinance, technical and design standards, and other regulations; and the testimony presented at the Planning Board hearing:

The Planning Board finds that the applicant **has/has not** met the condition of approval from the approval letter dated December 15, 2015 requiring that the applicant provide wall sections and details showing storefronts, cornices, and entrances; specifications for windows and doors; and revised plans to differentiate the blank wall on the High Street façade for review and approval by the city's Planning Board.

### V. ATTACHMENTS

#### PLANNING BOARD REPORT ATTACHMENTS

1. Approval Letter (from City of Portland, 12/15/15)
2. Design Review (memo from Caitlin Cameron, 3/1/16)

#### APPLICANT'S SUBMITTALS

- A. Email regarding storefront materials (from Opechee Construction Corporation, 2/22/16)
- B. Email regarding planter materials (from Opechee Construction Corporation, 3/1/16)

#### C. PLANS

- Plan 1 C 7.01 Hardscape Plan and Details
- Plan 2 York and High Street Elevations
- Plan 3 Elevations
- Plan 4 Sections
- Plan 5 Sections

B-C  
JS

4-0  
cm + SD about -

10-9  
2.

10-9  
2.



# CITY OF PORTLAND, MAINE

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## PLANNING BOARD

Elizabeth Boepple, Chair  
Sean Dundon, Vice Chair  
Bill Hall  
Carol Morrissette  
Jack Soley  
Dave Eaton

December 15, 2015

101 York Street, LLC  
PO Box 207, 36 Danforth Street  
Portland, ME 04112

Opechee Construction Corporation  
11 Corporate Drive  
Belmont, NH 03220

Project Name: 101 York Street Mixed Use Development  
Project ID: 2015-139  
Address: 85-101 York Street CBLs: 40-C-3, 4, 5, 9, 18, 22, 25, 33  
Applicant: 101 York Street, LLC  
Planner: Nell Donaldson

Dear Mr. Veroneau:

On December 8, 2015, the Planning Board considered your application for a mixed use development at 101 York Street. The Planning Board reviewed the proposal for conformance with the standards of the subdivision and site plan ordinances of the Land Use Code. The Planning Board voted 6-0 to approve the application with the following findings, waivers, and conditions.

**FINDING REGARDING B-3 BUILD-TO LINE**

The Planning Board voted 6-0 to find the following:

The Planning Board found that the proposed building setback of greater than 5 feet on York Street complies with the requirements of *Section 14-526(d)9* in that it:

- a) Provides substantial and viable publicly accessible open space or other amenity at the street level that supports and reinforces pedestrian activity and interest;
- b) Does not substantially detract from the prevailing street wall character;
- c) Does not detract from existing publicly accessible open space; and,
- d) Is of high quality and character of design and of acceptable orientation to solar access and wind impacts as to be attractive to pedestrian activity.

The Planning Board approved the additional setback per *Section 14-220(c)* on the condition that the applicant shall provide revised plans including amenities and insuring public access in areas of increased setback for review and approval by the city's urban designer prior to the issuance of a building permit.

## WAIVERS

The Planning Board voted 6-0 to grant the following waivers:

1. The Planning Board found, based upon the consulting transportation engineer's review, that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard (*Section 1.7.2.7*) which requires that along arterials and collectors, minimum acceptable spacing between multiple driveways on adjacent lots shall be 100 feet on streets with a speed limit of 25 mph or less., that substantial justice and the public interest are secured with the proposed variation in this standard, and that the variation is consistent with the intent of the ordinance. The Planning Board waived the *Technical Manual* standard (*Section 1.7.2.7*) to allow the separation on York Street as shown on the plans, on the condition, proposed by the consulting transportation engineer, that *the applicant revise the plans to narrow the adjacent driveway to the east to 20 feet with the intent of maximizing the driveway separation prior to the issuance of a building permit;*
2. The Planning Board found, based on the Planning Authority's review, that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard (*Section 12.2*) requiring that the average illumination level on a site not exceed 1.25 footcandles and that the illumination level at the property line not exceed 0.1 footcandle, that substantial justice and the public interest are secured with the proposed variation in this standard, and that the variation is consistent with the intent of the ordinance. The Planning Board waived the *Technical Manual* standard (*Section 12.2*) to allow illumination levels as proposed in the photometric plan (*Plan 17*); and
3. The Planning Board found that the applicant has demonstrated that site constraints prevent the planting of all required street trees in the right-of-way. The Planning Board waived the site plan standard (*Section 14-526 (b) (iii)*) requiring one street tree per unit for multi-family development and concluded that the applicant shall contribute \$4,400 to Portland's tree fund.

## SUBDIVISION REVIEW

The Planning Board voted 6-0 that the plan is in conformance with the subdivision standards of the Land Use Code, subject to the following conditions of approval, which must be met prior to the signing of the plat:

1. The applicant shall finalize the subdivision plat for review and approval by Corporation Counsel, the Department of Public Services, and the Planning Authority;
2. Prior to Certificate of Occupancy, the applicant shall provide condominium documents for review and approval by Corporation Counsel; and
3. The applicant shall provide drafts of all necessary easements, including but not limited to:
  - a) A public access easement for areas of the sidewalk not in the right-of-way;
  - b) Access, utility, and maintenance easements from 27 High Street to 101 York Street (for areas including a proposed bioretention cell, a proposed fire lane, and patio);
  - c) Utility and construction easements from 78 Danforth Street to 101 York Street;
  - d) Access easement from 60 Danforth Street to 101 York Street, 78 Danforth Street, and 27 High Street;
  - e) Utility easement from 60 Danforth Street to 101 York Street and 78 Danforth Street;
  - f) Utility easement to 78 Danforth Street from 101 York Street;

- g) A construction easement from 75 York Street;
  - h) A grading easement, as necessary, from 60 Danforth Street; and
  - i) A drainage easement from the city for the storm drain located in the right-of-way
- for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority, with evidence of executed easements to be submitted prior to the issuance of a building permit.

#### **SITE PLAN REVIEW**

The Planning Board voted 6-0 that the plan is in conformance with the site plan standards of the Land Use Code, subject to the following conditions of approval, which must be met prior to the issuance of a building permit, unless otherwise stated:

1. The applicant shall provide a copy of the Notice of Intent to Comply with the Maine Construction General Permit;
2. The applicant shall provide a revised construction management plan for review and approval by the city's Department of Public Works and Planning Authority;
3. The applicant shall provide a revised plan set addressing the comments of the city's consulting traffic engineer, including:
  - a) Reconfigured handicap ramps at the corner of York and High Streets;
  - b) Replacement of the existing mast arm structure and supporting equipment; and
  - c) A parking plan with dimensions noted;for review and approval by the city's Department of Public Works;
4. The applicant shall provide a revised plan set eliminating the brick crosswalk in the driveway apron or obtain a change in sidewalk material policy from City Council for review and approval by the Department of Public Works;
5. The applicant shall provide a pavement marking plan for review and approval by the city's Department of Public Works;
6. The applicant shall provide a revised plan set addressing the comments of the city arborist and consulting civil engineer, including:
  - a) Bioretention cell plantings meeting the design guidelines of the Maine DEP;
  - b) Curbing in areas adjacent to pavement;
  - c) Raised tree planters or tree grates as specified on York Street;
  - d) The elimination of the street tree on York Street closest to High Street;
  - e) Modified street tree species; and
  - f) Additional screening on the Danforth Street frontagefor review and approval by the Department of Public Works;
7. The applicant shall amend the stormwater report to clarify the proposed filter surface area and identify the annual reporting requirements per Chapter 32 of the city Code of Ordinances for review and approval by the city's consulting civil engineer;
8. The applicant shall revise the utility plans to include:
  - a) A structure designated for capture, storage, and removal of oil and grit from the parking facility and

- b) A sewer connection detail for review by the city's Department of Public Works;
- 9. The applicant shall obtain final approval from Historic Preservation staff for proposed improvements to the property at 27 High Street for review and approval by the Planning Authority;
- 10. Prior to Certificate of Occupancy, the applicant shall provide documentation that HVAC and mechanical equipment meet applicable city standards for review and approval by the Planning Authority
- 11. Prior to Certificate of Occupancy, the applicant shall provide a signage and wayfinding plan for review and approval by the Planning Authority;
- 12. The applicant shall provide:
  - a) Wall sections and details showing storefronts, cornices, and entrances;
  - b) Specifications for windows and doors;
  - c) Revised plans to differentiate the blank wall on the High Street façade; for review and approval by the city's Planning Board; and
- 13. The final plan set shall be reviewed and approved by the city's Fire Prevention Bureau.

The approval is based on the submitted plans and the findings related to site plan and subdivision review standards as contained in Planning Report for application 2015-139 which is attached.

**STANDARD CONDITIONS OF APPROVAL**

Please note the following standard conditions of approval and requirements for all approved site plans:

1. **Storm Water Management** The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment and erosion control plan based on City standards and state guidelines.

The owner/operator of the approved stormwater management system and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements. A maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form with any changes to be approved by Corporation Counsel, shall be submitted and signed prior to the issuance of a building permit with a copy to the Department of Public Services.

2. **Subdivision Recording Plat** A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a performance guarantee. The performance guarantee must be issued prior to the release of the recording plat for recording at the Cumberland County Registry of Deeds.
3. **Subdivision Waivers** Pursuant to 30-A MRSA section 4406(B)(1), any waiver must be specified on the subdivision plan or outlined in a notice and the plan or notice must be recorded in the Cumberland County Registry of Deeds within 90 days of the final subdivision approval).
4. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the

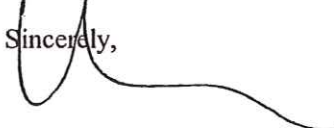
site plan and in the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.

5. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
6. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
7. **Subdivision Plan Expiration** The subdivision approval is valid for up to three years from the date of Planning Board approval.
8. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements, an inspection fee payment of 2.0% of the guarantee amount, seven (7) final sets of plans, and one digital copy of the final plan set must be submitted to and approved by the Planning Division and Public Services Department prior to the release of a subdivision plat for recording at the Cumberland County of Deeds, and prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.
9. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
10. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
11. **Department of Public Services Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
12. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (\*.dwg), release AutoCAD 2005 or greater.
13. **Mylar Copies** Mylar copies of the as-built drawings for the public streets and other public infrastructure in the subdivision must be submitted to the Public Services Dept. prior to the issuance of a certificate of occupancy.

The Development Review Coordinator must be notified five (5) working days prior to date required for

final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Nell Donaldson at 874-8723.

Sincerely,  


Elizabeth Boepple, Chair  
Portland Planning Board

**Attachments:**

1. Planning Board Report
2. City Code, Chapter 32
3. Sample Stormwater Maintenance Agreement
4. Performance Guarantee Packet

**Electronic Distribution:**

- cc: Jeff Levine, AICP, Director of Planning and Urban Development  
Stuart O'Brien, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Nell Donaldson, Planner/Senior Planner  
Philip DiPierro, Development Review Coordinator, Planning  
Ann Machado, Acting Zoning Administrator, Inspections Division  
Tammy Munson, Inspections Division Director  
Jonathan Rioux, Inspections Division Deputy Director  
Jeanie Bourke, Plan Reviewer/CEO, Inspections Division  
Lannie Dobson, Administration, Inspections Division  
Brad Saucier, Administration, Inspections Division  
Michael Bobinsky, Public Services Director  
Katherine Earley, Engineering Services Manager, Public Services  
Bill Clark, Project Engineer, Public Services  
David Margolis-Pineo, Deputy City Engineer, Public Services  
Doug Roncarati, Stormwater Coordinator, Public Services  
Greg Vining, Associate Engineer, Public Services  
Michelle Sweeney, Associate Engineer  
John Low, Associate Engineer, Public Services  
Rhonda Zazzara, Field Inspection Coordinator, Public Services  
Mike Farmer, Project Engineer, Public Services  
Jane Ward, Administration, Public Services  
Jeff Tarling, City Arborist, Public Services  
Jeremiah Bartlett, Public Services  
Keith Gautreau, Fire Department  
Jennifer Thompson, Corporation Counsel  
Thomas Errico, P.E., TY Lin Associates  
David Senus, P.E., Woodard and Curran  
Rick Blackburn, Assessor's Department  
Approval Letter File

# Planning and Urban Development Department

## Planning Division

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**Subject:** B3 Design Review – 101 York Street

**Written by:** Caitlin Cameron, Urban Designer

**Date of Review:** Tuesday, March 1, 2016

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The final design revisions were reviewed by Caitlin Cameron, Urban Designer, Nell Donaldson, Planner, Planning Division of the Department of Planning & Urban Development with additional coordination with Deb Andrews, Historic Preservation Program Manager.

### Design Review Criteria:

The project has the following condition of approval regarding design:

*The applicant shall provide:*

- a) *Wall sections and details showing storefronts, cornices, and entrances;*
- b) *Specifications for windows and doors;*
- c) *Revised plans to differentiate the blank wall on the High Street façade;*

*For review and approval by the City's Planning Board;*

### Findings of the Design Review:

The proposed design revisions address the comments raised by the Planning Board.

In the public hearing, the Planning Board members voiced concern about the following aspects of the design:

- 1) **The high contrast of material colors** – The material finish of the cornice and storefront was revised to be lighter in tone and therefore, less contrasting.
- 2) **Durability and detail of materials at ground floor** – The applicant proposes a fiber cement panels and trim at the ground floor storefront. Wall sections show the level of reveal and shadow line created which ranges from 1" to 2" at upper floor accent bands to 6" to 10" at the base and sills.
- 3) **Proportion of corner façade composition at the top of the building** – The revisions to address this concern include a more substantial cornice profile at the corner, horizontal bands of brick above the windows, and a soldier course at the top floor windows.
- 4) **Overall, not enough emphasis on the corner of the building as a gateway** – The revisions mentioned above are intended to add more emphasis and visual interest at the corner of the building.
- 5) **Planter and seating walls on High Street and to meet the additional setback:**
  - a. The planter wall was added back to the High Street façade as requested
  - b. The design of the additional setback on York Street removes the physical barrier and adds amenities such as the street tree, raised planter, and seating.





**From:** Drew Queen <drewq@opechee.com>  
**To:** Helen Donaldson <HCD@portlandmaine.gov>  
**Date:** 2/22/2016 12:16 PM  
**Subject:** RE: Facade Revision with Wall Sections . York Street Portland ME

The 'painted column / sign band trim' will be fiber cement with a factory finish. The factory finish is multiple coats of paint – each coat is baked-on and cured before the next coat is applied. The paint is a UV resistant coating ... called "ColorPlus Technology" by the manufacturer, it resists fading. We try to avoid cut edges, therefore, the trim is all sized based on the manufacturer's product dimensions. The baked-on paint coating is applied to all surfaces.

Drew

Andrew Queen, Architect  
Director of Design

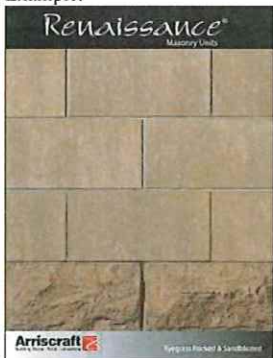
Opechee Construction Corporation  
11 Corporate Drive | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]  
Sent: Monday, February 22, 2016 11:45 AM  
To: Drew Queen  
Subject: RE: Facade Revision with Wall Sections . York Street Portland ME

And the 'painted column/sign band trim?'

>>> Drew Queen <drewq@opechee.com<mailto:drewq@opechee.com>> 2/22/2016 11:14 AM >>>  
Yes, 'smooth face solid masonry' will be Arriscraft, Shouldice or other similar. Both manufacturers make a similar product, i.e. 8" high x 24" long x 4" thick solid masonry unit. The variation between the two manufactures is availability of color options.

Example:



Drew  
Andrew Queen, Architect  
Director of Design

Opechee Construction Corporation  
11 Corporate Drive | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]  
Sent: Monday, February 22, 2016 10:56 AM  
To: Drew Queen  
Cc: Vincent Veroneau; Jason Blais; Keith A Kelley  
Subject: Re: Facade Revision with Wall Sections . York Street Portland ME

Drew,

The elevations/sections don't specify a material for the storefront base (see Caitlin's comments forwarded 2/11). Can you clarify?

Thanks,  
Nell

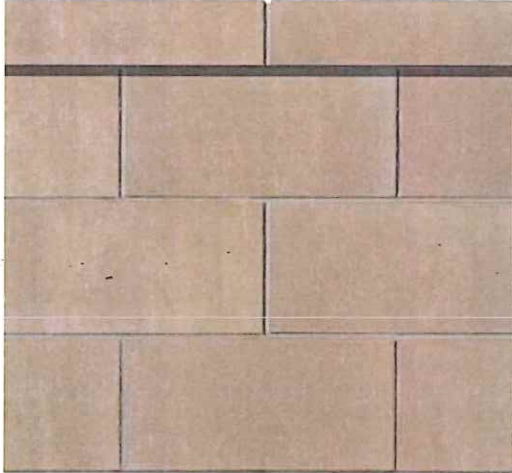
**From:** Drew Queen <drewq@opechee.com>  
**To:** Barry Stowe <barrys@opechee.com>, Helen Donaldson <HCD@portlandmaine.gov>  
**CC:** Jason Blais <jasonb@opechee.com>  
**Date:** 3/1/2016 1:23 PM  
**Subject:** RE: question for board report on design

Hi Nell,

The "decorative retaining wall" note is referring to the walls of the planter box.

We plan to construct those with poured in place concrete and then face them with the same smooth, solid masonry as the building façade in that area. These masonry units will be 24" long, 8" high, and 4" thick. The wall will be topped with smooth masonry units that will overhang slightly.

The outside faces will look something like this -



Drew  
Andrew Queen, Architect  
Director of Design

Opechee Construction Corporation  
11 Corporate Drive | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

From: Barry Stowe  
Sent: Tuesday, March 01, 2016 12:50 PM  
To: Drew Queen  
Subject: FW: question for board report on design

Drew - can you please address the below question?

Barry Stowe

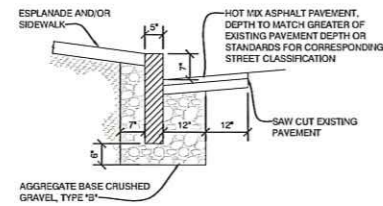
Opechee Construction Corporation  
11 Corporate Dr | Belmont | NH 03220  
P (603) 527-9090 | F (603) 527-9191

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]  
Sent: Tuesday, March 01, 2016 12:48 PM  
To: Barry Stowe  
Subject: question for board report on design

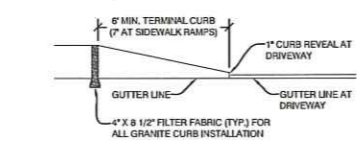
Barry,

The revised hardscape plans show a planter with a 'decorative retaining wall' on the High Street frontage. Can you give me any more detail on what you mean by 'decorative?' I'd just like to be able to explain a little more...

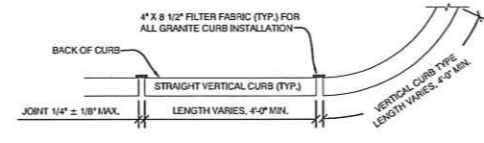
Thanks!  
Nell



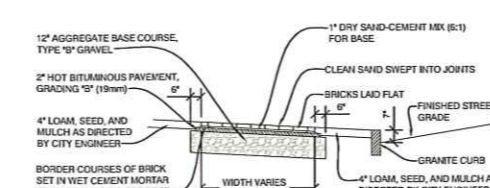
12 CURB INSTALLATION - CROSS SECTION (TYP.)  
1/2" = 1'-0"



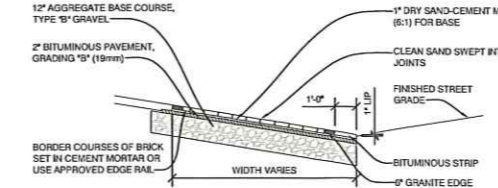
11 CURB INSTALLATION - TERMINAL CURB PROFILE  
NOT TO SCALE



10 CURB INSTALLATION - PLAN  
NOT TO SCALE



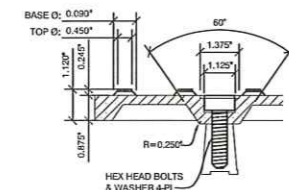
9 BRICK & PAVER SIDEWALK SECTION  
1/4" = 1'-0"



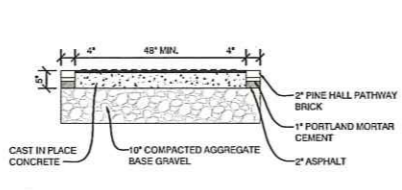
8 BRICK DRIVEWAY APRON SECTION  
1/4" = 1'-0"

**BRICKS TO BE USED:**  
NEW CONSTRUCTION:  
4 3/8" PINE HALL PATHWAY PAVER BRICK, MFG. BY PINE HALL BRICK CO., MIDDLETOWN, NORTH CAROLINA, LACHANCE ITEM # 193823, PINE HALL PATHWAY PAVER BRICK.  
REPAIR MAINTENANCE TO EXISTING:  
VERMONT PAVER, SUPPLIED BY GAGNE AND SONS, SPECIFICATION "VERMONT BACKER BRICK", ITEM # V888.

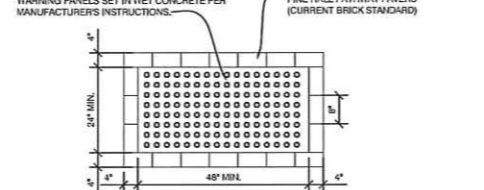
**NOTES:**  
1. COMPOSITE WET SET (REPLACABLE) DETECTABLE WARNING PANELS SHALL BE AS MANUFACTURED BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR APPROVED EQUAL.  
2. CAST IN PLACE CONCRETE SHALL MEET SPECIFICATIONS FOR MAINE D.O.T. CLASS A STRUCTURAL MINIMUM COMPRESSIVE STRENGTH 4,000 PSI. THE CONCRETE SHALL BE SEALED PRIOR TO SETTING PANELS.  
3. TRUNCATED DOMES SHALL BE ALIGNED IN ROWS, PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. NO OTHER DETECTABLE WARNING DESIGN CONFIGURATION ALLOWED.  
4. FOR ALL DETECTABLE WARNING PANELS, WITHIN OR ADJACENT TO HISTORIC DISTRICTS AND HISTORIC LANDSCAPES, "DARK GRAY" COLORED (P#3118) PANELS SHALL BE USED. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.  
5. THE DETECTABLE WARNING PANEL SHALL HAVE ONE FULL COURSE OF PINE HALL PATHWAY PAVERS (THE CURRENT BRICK STANDARD) AROUND THE FULL PERIMETER OF THE PANEL. THIS PERIMETER COURSE SHALL BE SET USING PORTLAND MORTAR CEMENT TO CREATE A FLUSH SURFACE BETWEEN THE BRICK AND THE PANEL.  
6. SIZE: THE DETECTABLE WARNING PANEL(S) SHALL EXTEND 24" MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION TO THE STREET.  
7. ORIENTATION: THE DETECTABLE WARNING PANEL SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6" MINIMUM AND 8" MAXIMUM FROM THE CURB LINE. THE PANEL SHALL BE ORIENTED TO THE DIRECTION OF TRAVEL AS IDENTIFIED BY THE POINT OF EGRESS.



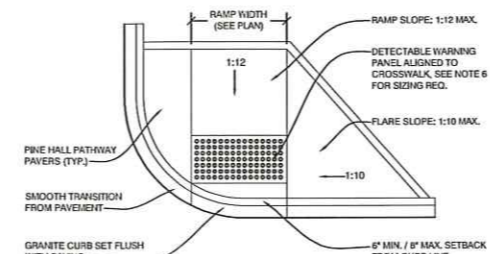
7 DETECTABLE WARNING STRIP - BOLT DETAIL  
NOT TO SCALE



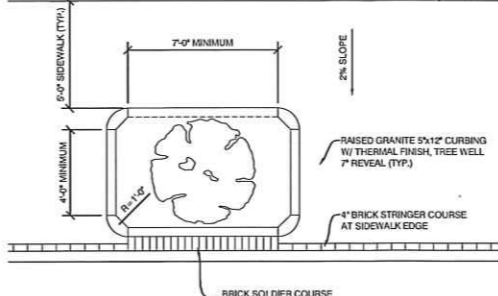
6 DETECTABLE WARNING STRIP - SECTION  
1/2" = 1'-0"



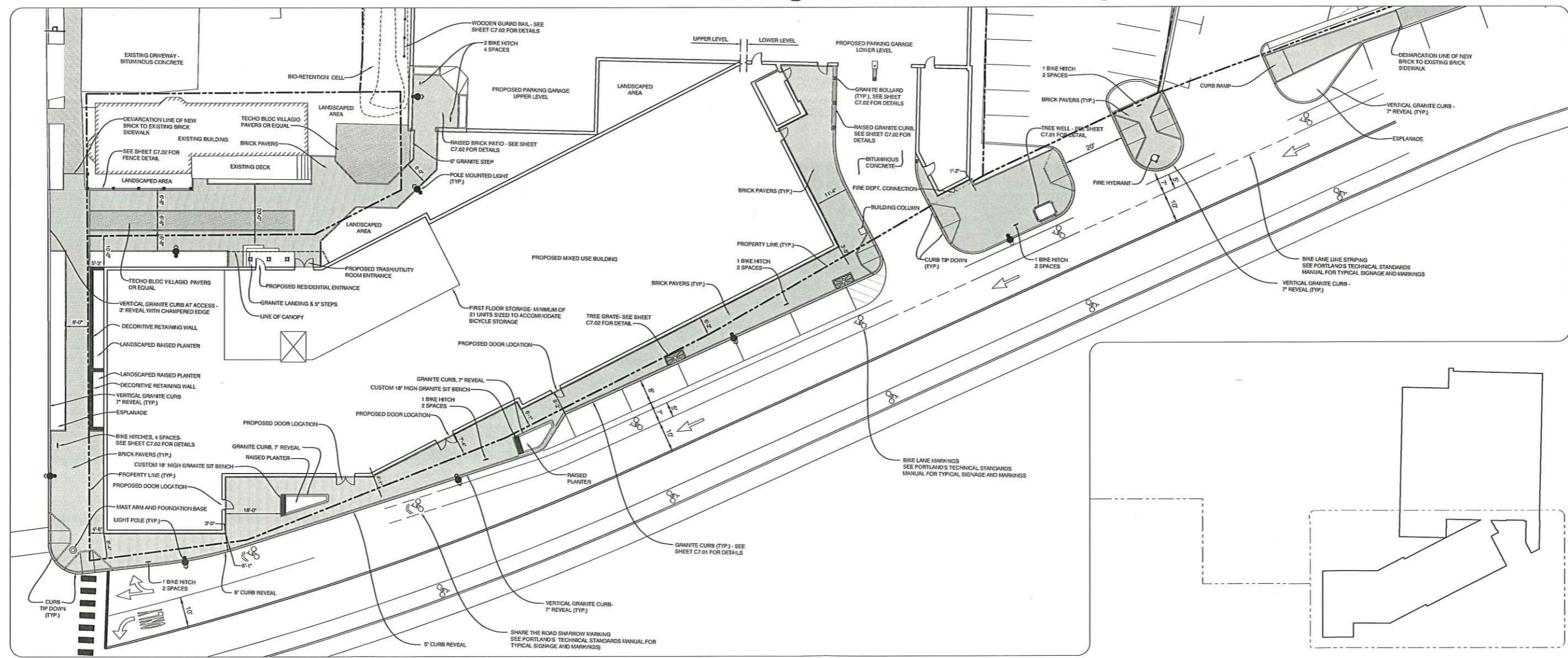
5 DETECTABLE WARNING STRIP - PLAN  
1/2" = 1'-0"



4 DETECTABLE WARNING STRIP - RAMP DETAIL  
3/4" = 1'-0"



3 TREE WELL DETAIL  
1/4" = 1'-0"



2 HARDSCAPE PLAN - MIXED USE  
1/16" = 1'-0"

1 HARDSCAPE KEY PLAN  
1/64" = 1'-0"



HIGH STREET ELEVATION

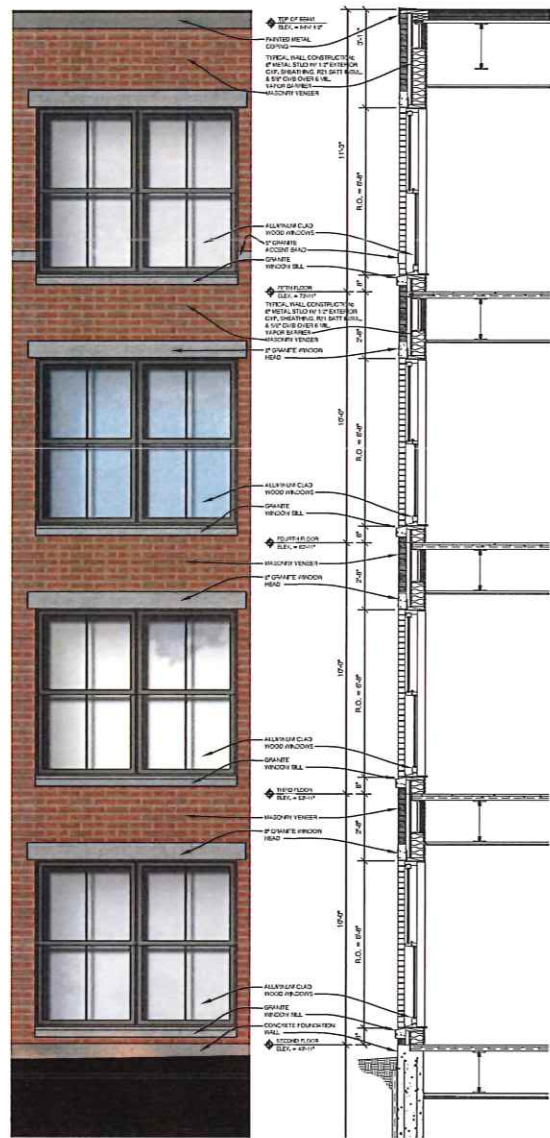


YORK STREET ELEVATION

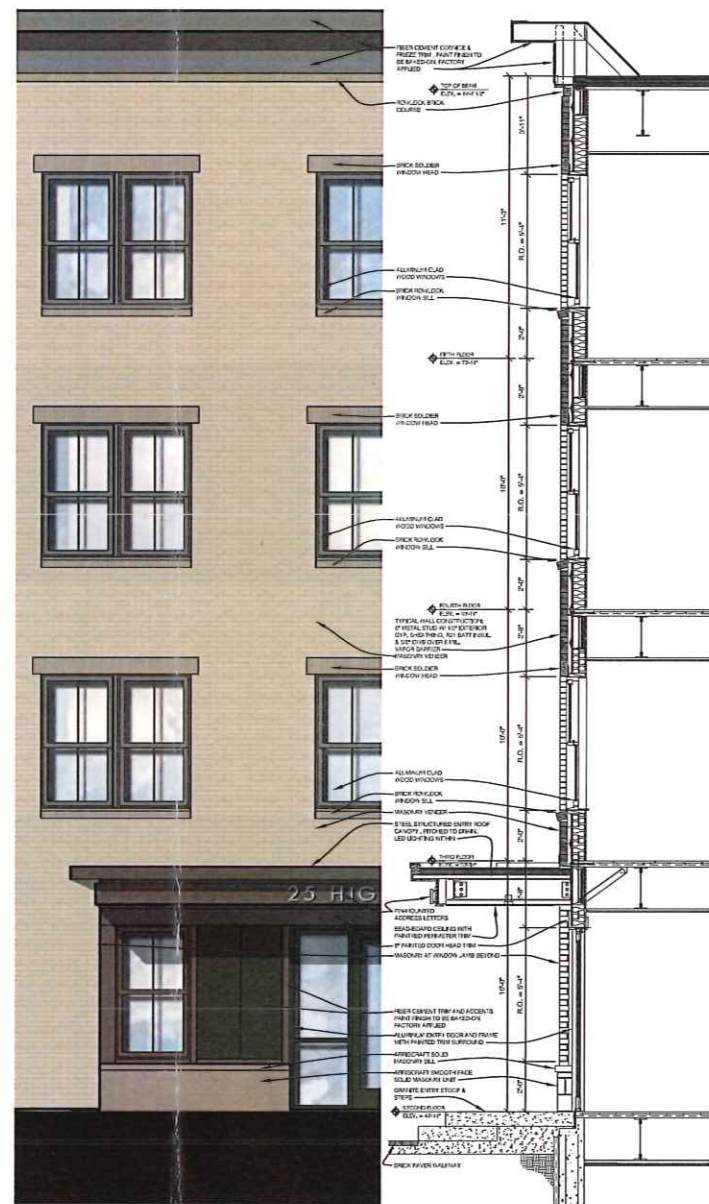
EXTERIOR ELEVATIONS



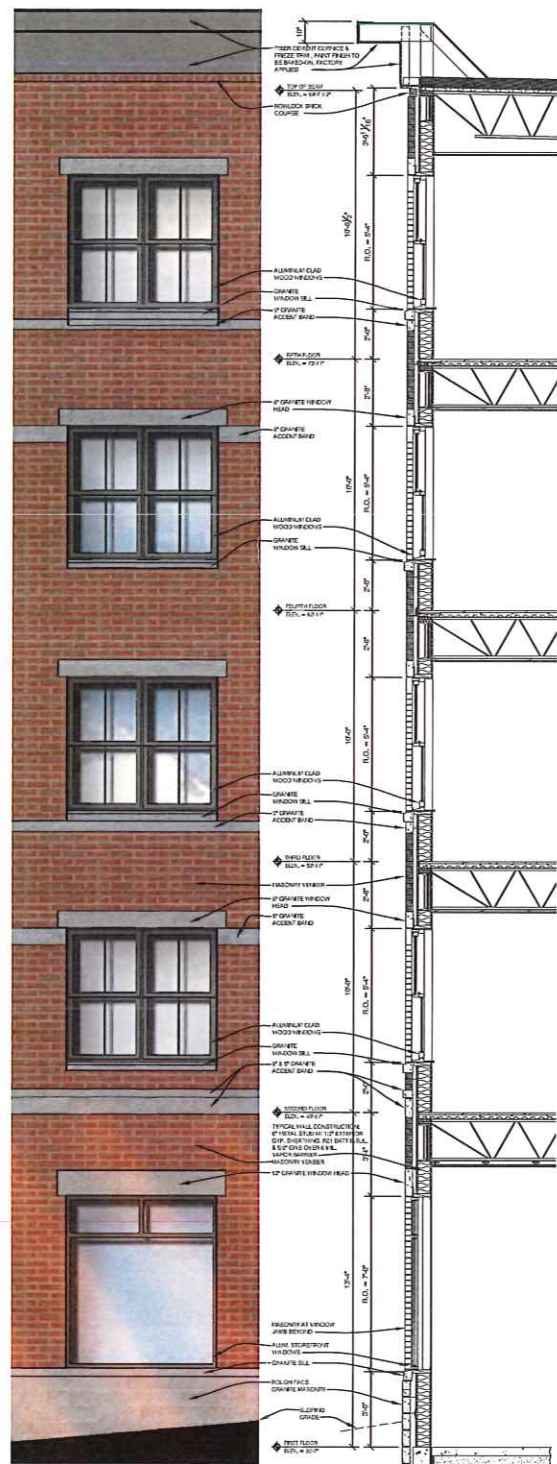
EXTERIOR ELEVATIONS



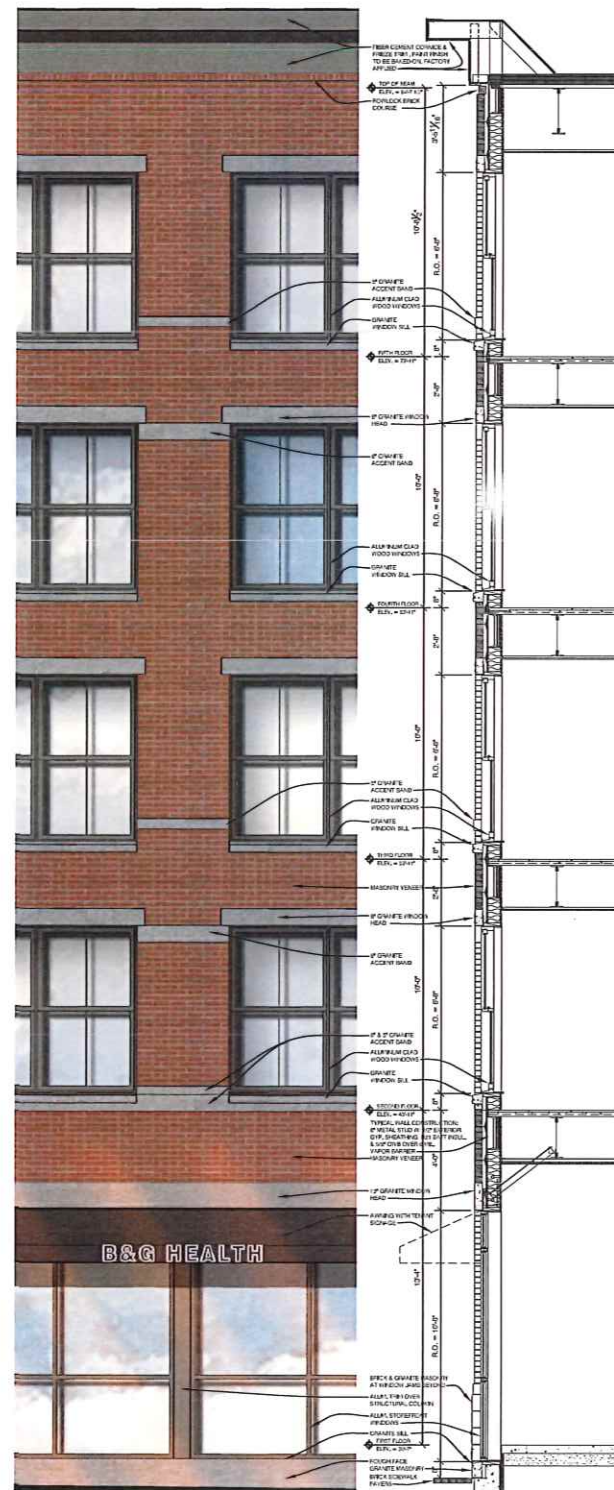
**E** ELEVATION | SECTION  
SCALE: 1/8" = 1'-0"



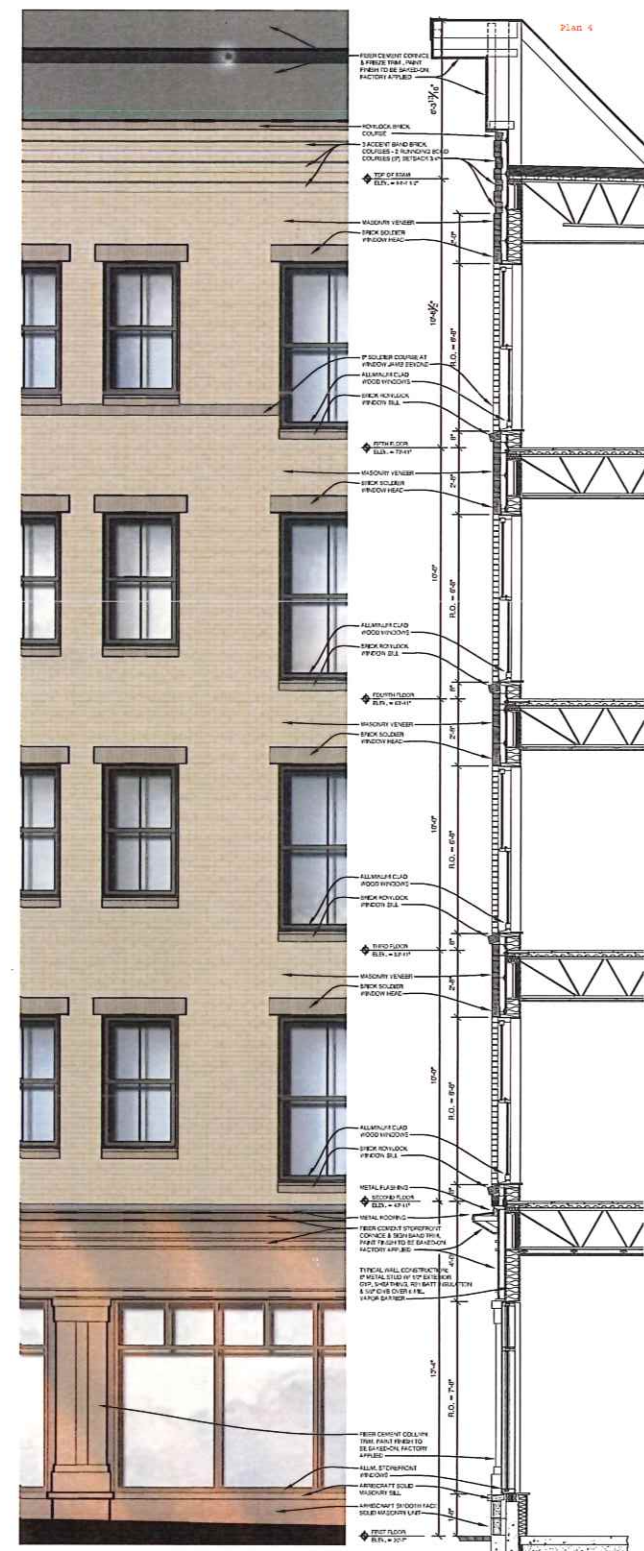
**D** ELEVATION | SECTION  
SCALE: 1/8" = 1'-0"



**C** ELEVATION | SECTION  
SCALE: 1/8" = 1'-0"



**B** ELEVATION | SECTION  
SCALE: 1/8" = 1'-0"



**A** ELEVATION | SECTION  
SCALE: 1/8" = 1'-0"

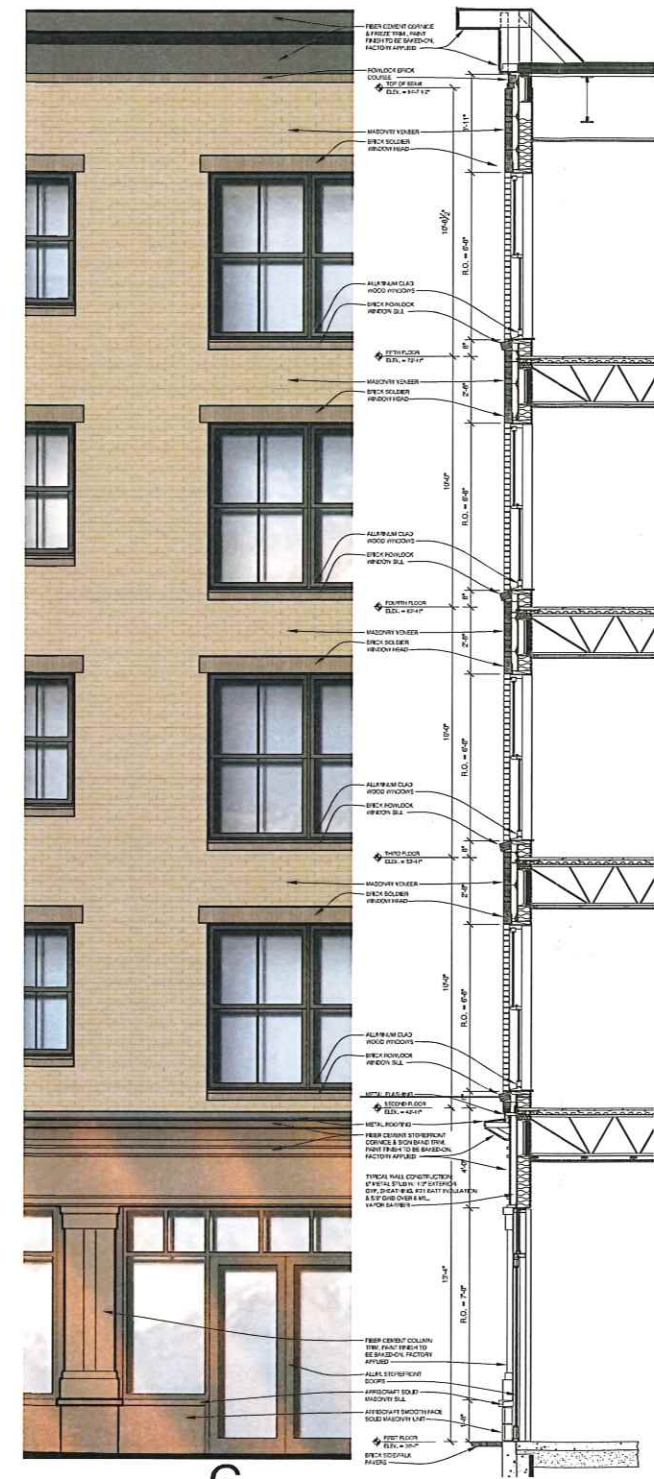
February 24, 2016

**York Street Development**

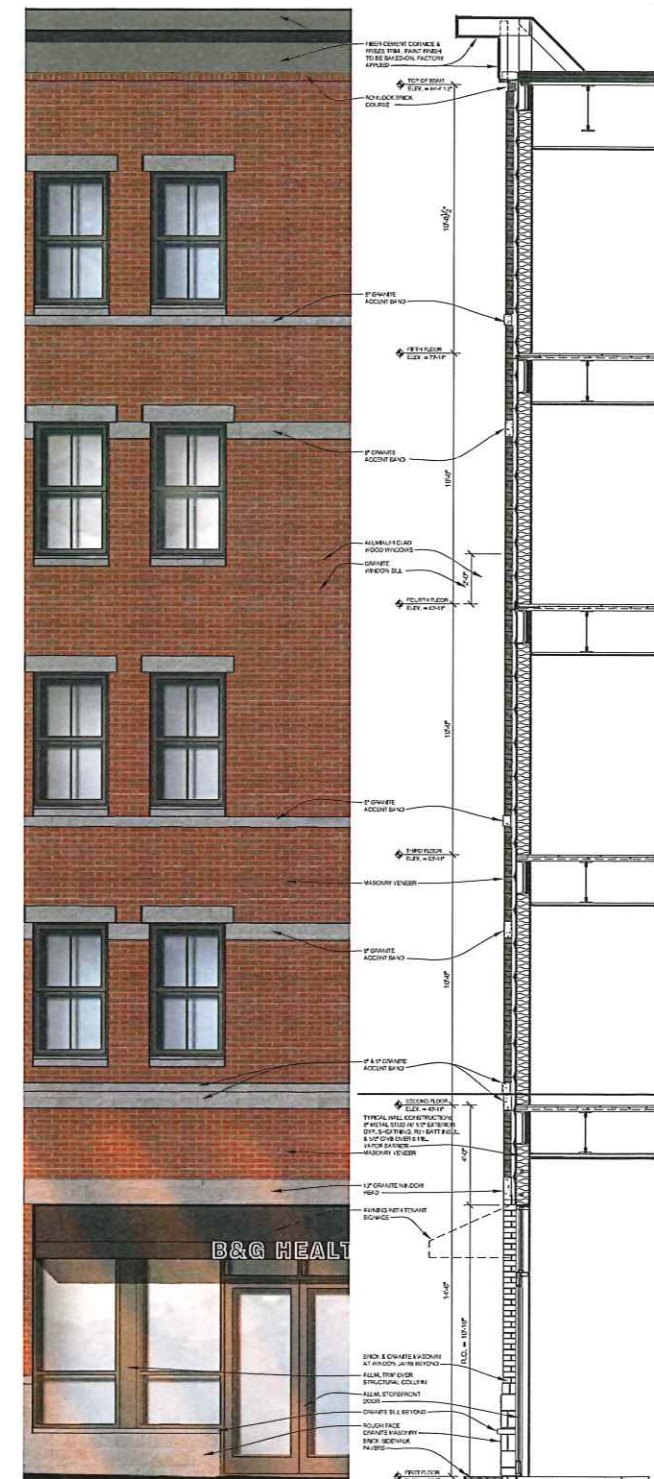
Portland, Maine

**OPECHEE**  
CONSTRUCTION CORPORATION

February 24, 2016  
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**G**  
ELEVATION | SECTION  
SCALE: 1/8" = 1'-0"



**F**  
ELEVATION | SECTION  
SCALE: 1/8" = 1'-0"

PLAN 3

