

# Sea Coast at Baxter Woods Building-1 Final Level III Site Plan & Subdivision Application

583 Stevens Avenue – Lot 4  
Portland, Maine



August 16, 2017

Prepared for:

Sea Coast at Baxter Woods Associates, LLC  
20 Blueberry Lane  
Falmouth, Maine 04105





August 18, 2017

J14.067B

Barbara Barhydt  
Development Review Manager  
Planning and Urban Development Department  
389 Congress Street, 4<sup>th</sup> Floor  
Portland, Maine 04101

**Sea Coast at Baxter Woods –Building-1  
583 Stevens Avenue- Lot 4  
Level III Site Plan and Subdivision Application Submission  
(CBL 143-F012-001 & 136-E006-001)**

Dear Barbara:

On behalf of Sea Coast at Baxter Woods Associates, LLC we are pleased to submit a Level III Site Plan and Subdivision Application for the development of Building-1 of the 2016 approved Master Development Plan (MDP) for a Planned Senior Community located on the former grounds of the St. Josephs Convent. This first of a planned five apartment building campus proposes a 4 story-21 unit building for seniors. This application is being submitted pursuant to the Portland Land Use Code Articles IV Subdivision and Article V Site Plan review, respectively.

This application is being filed through the City E-File System and includes a Level III Site Plan Application, project report and site/architectural plans. We look forward to working with Planning Staff over the coming months to ensure all application requirements are satisfied and the project is placed on the earliest Planning Board workshop agenda. In the meantime should you require any additional information please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Licht", is written over a faint, illegible typed name.

Frederic (Rick) Licht, PE, LSE  
Principal

Encl: Site Plan LIII Application  
Project Report  
Site Plans Dated 08-16-17

Cc: (via email - PDF copy)  
Matt Teare; Sea Coast at Baxter Woods Associates, LLC  
Kevin Bunker; Sea Coast at Baxter Woods Associates, LLC  
Ron Epstein; Jensen, Baird, Gardner & Henry  
Pat Carroll; Carroll Associates, Landscape Architects  
David Lloyd; Archetype  
Steve Bushey; Stantec



# 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 \(Chapter 14\)](#), [Design Manual](#) and [Technical Manual](#).

#### Planning Division

Fourth Floor, City Hall

389 Congress Street

(207) 874-8719

[planning@portlandmaine.gov](mailto:planning@portlandmaine.gov)

#### Office Hours

Monday thru Friday

8:00 a.m. – 4:30 p.m.

**I. Project Information (Please enter n/a on those fields that are not applicable)**

Project Name:	
Proposed Development Address:	
Project Description:	
Chart/Block/Lot:	
Preliminary Plan	
Final Plan	

**II. Contact Information (Please enter n/a on those fields that are not applicable)**

**APPLICANT**

Name:	
Business Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

**OWNER**

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

**AGENT/REPRESENTATIVE**

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	



**BILLING (to whom invoices will be forwarded to)**

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

**ENGINEER**

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

**SURVEYOR**

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

**ARCHITECT**

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

**ATTORNEY**

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

**DESIGNATED PERSON(S) FOR UPLOADING INTO e-PLAN**

Name:	
E-mail:	
Name:	
E-mail:	
Name:	
E-mail:	

### III. APPLICATION FEES

#### LEVEL III DEVELOPMENT (check applicable review)

Less than 50,000 sq. ft.	\$750.00
50,000 – 100,000 sq. ft.	\$1,000.00
100,000 – 200,000 sq. ft.	\$2,000.00
200,000 – 300,000 sq. ft.	\$3,000.00
Over 300,000 sq. ft.	\$5,000.00
Parking lots over 100 spaces	\$1,000.00
After-the-fact Review	\$1,000.00 + applicable application fee above

#### PLAN AMENDMENTS (check applicable review)

Planning Staff Review	\$250.00
Planning Board Review	\$500.00

#### OTHER REVIEWS (check applicable review)

Traffic Movement	\$1,500.00
Stormwater Quality	\$250.00
Subdivision	\$500.00 + applicable fee for lots/units below
# of Subdivision Lots/Units [    ] x \$25.00 each	\$ 525.00
Site Location	\$3,500.00 + applicable fee for lots/units below
# of Site Location Lots/Units [    ] x \$200.00 each	\$
Change of Use	
Flood Plain	
Shoreland	
Design Review	
Housing Replacement	
Historic Preservation	
<b>TOTAL APPLICATION FEE DUE:</b>	

### IV. FEES ASSESSED AND INVOICED SEPARATELY

- Notices to abutters (receipt of application, workshop and public hearing meetings) (\$.75 each)
- Legal Ad in the Newspaper (% of total ad)
- Planning Review (\$52.00 hour)
- Legal Review (\$75.00 hour)
- Third Party Review (all outside reviews or analysis, eg. Traffic/Peer Engineer, are the responsibility of the applicant and will be assessed and billed separately)

**V. PROJECT DATA (Please enter n/a on those fields that are not applicable)**

<b>TOTAL AREA OF SITE</b>	Lot 4	sq. ft.
<b>PROPOSED DISTURBED AREA OF THE SITE</b>		sq. ft.
<i>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.</i>		
<b>IMPERVIOUS SURFACE AREA</b>		
Impervious Area (Total Existing)		sq. ft.
Impervious Area (Total Proposed)		sq. ft.
<b>Building Ground Floor Area and Total Floor</b>		
Building Footprint (Total Existing)		sq. ft.
Building Footprint (Total Proposed)		sq. ft.
Building Floor Area (Total Existing)		sq. ft.
Building Floor Area (Total Proposed)		sq. ft.
<b>ZONING</b>		
Existing		
Proposed, if applicable		
<b>LAND USE</b>		
Existing		
Proposed		
<b>RESIDENTIAL, IF APPLICABLE</b>		
# of Residential Units (Total Existing)		
# of Residential Units (Total Proposed)		
# of Lots (Total Proposed)		
# of Affordable Housing Units (Total Proposed)		
<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)		
# of Handicapped Spaces (Total Proposed)		
<b>BICYCLE PARKING SPACES</b>		
# of Bicycle Spaces (Total Existing)		
# of Bicycle Spaces (Total Proposed)		
<b>ESTIMATED COST OF THE PROJECT</b>		

## VI. 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>	

# Submitting final level III site plan

<b>PRELIMINARY PLAN (Optional) - Level III Site Plan</b>			
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>
<b>X</b>		1	* Completed Application form
<b>X</b>		1	* Application fees
<b>X</b>		1	* Written description of project
<b>X</b>		1	* Evidence of right, title and interest
<b>X</b>		1	* Evidence of state and/or federal permits
<b>X</b>		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
<b>X</b>		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
<b>X</b>		1	* Evidence of financial and technical capacity
<b>X</b>		1	Construction Management Plan
<b>X</b>		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
<b>X</b>		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
<b>X</b>		1	Stormwater management plan and stormwater calculations
<b>X</b>		1	Written summary of project's consistency with related city master plans
<b>X</b>		1	Evidence of utility capacity to serve
<b>X</b>		1	Written summary of solid waste generation and proposed management of solid waste
<b>X</b>		1	A code summary referencing NFPA 1 and all Fire Department technical standards
<b>X</b>		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
<b>to be submitted</b>		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)
<b>X</b>		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual <b>(Amended Subdiv. Plat includes boundary survey)</b>
<b>X</b>		1	<b>Final Site Plans including the following:</b>
<b>X</b>			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
<b>X</b>			Existing and proposed structures on parcels abutting site;
<b>X</b>			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
<b>X</b>			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
<b>X</b>			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
<b>X</b>			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
<b>X</b>			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications; <b>(Metro at Stevens Ave - Part of approved MDP)</b>
<b>X</b>			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
<b>X</b>			Location of all snow storage areas and/or a snow removal plan;
<b>X</b>			A traffic control plan as detailed in Section 1 of the Technical Manual;
<b>X</b>			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
<b>N/A</b>			Location and proposed alteration to any watercourse;
<b>N/A</b>			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
<b>X</b>			Proposed buffers and preservation measures for wetlands;
<b>X</b>			Existing soil conditions and location of test pits and test borings; <b>(Geotech Report)</b>
<b>X</b>			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
<b>X</b>			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
<b>X</b>			Grading plan;
<b>N/A</b>			Ground water protection measures;
<b>X</b>			Existing and proposed sewer mains and connections;

- Continued on next page -



<b>X</b>		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
<b>X</b>		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
<b>X</b>		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
<b>X</b>		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
<b>X</b>		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
<b>N/A</b>		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
<b>X</b>		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; <b>(300' to Evergreen Cem.)</b>
<b>See Report</b>		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
<b>X</b>		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
<b>Location Only</b>		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
<b>X</b>		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



PORTLAND FIRE DEPARTMENT  
SITE REVIEW  
FIRE DEPARTMENT CHECKLIST



**\*\*See application report and site plans**

A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
  - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

# CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,  
55 Portland Street,  
Portland, Maine 04101-2991



Bradley Roland, P.E.  
Water Resources Division

Date: 8/16/17

**1. Please, Submit Utility, Site, and Locus Plans. Site**

Address: 583 Stevens Avenue - Lot 4, Portland, Maine

Proposed Use: <u>Mixed-Use Residential</u> Previous Use: <u>Mixed-Use Residential</u> Existing Sanitary Flows: <u>0</u> GPD Existing Process Flows: <u>0</u> GPD Description and location of City sewer that is to receive the proposed building sewer lateral. <u>Existing campus service to Walton Street over lots 4 and 1, see also approved MotherHouse Plans</u>	Chart Block Lot Number: <u>143-F012-001</u>	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="padding: 2px;">Commercial (<i>see part 4 below</i>)</td> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Industrial (<i>complete part 5 below</i>)</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Governmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Residential</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Other (<i>specify</i>)</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Commercial ( <i>see part 4 below</i> )	<input type="checkbox"/>	Industrial ( <i>complete part 5 below</i> )	<input type="checkbox"/>	Governmental	<input type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Other ( <i>specify</i> )	<input type="checkbox"/>
Commercial ( <i>see part 4 below</i> )	<input type="checkbox"/>											
Industrial ( <i>complete part 5 below</i> )	<input type="checkbox"/>											
Governmental	<input type="checkbox"/>											
Residential	<input checked="" type="checkbox"/>											
Other ( <i>specify</i> )	<input type="checkbox"/>											

*Clearly, indicate the proposed connections, on the submitted plans.*

**2. Please, Submit Contact Information.**

City Planner's Name: Jean Fraser Phone: 207-874-8728  
 Owner/Developer Name: Matthew Teare, Director of Development at Sea Coast at Baxter Woods Associates, LLC  
 Owner/Developer Address: 20 Blueberry Lane Falmouth, Maine 04105  
 Phone: 207-837-2418 E-mail: mteare@highlandgreenlifestyle.com  
 Engineering Consultant Name: Frederic (Rick) Licht (Licht Environmental Design, LLC)  
 Engineering Consultant Address: 35 Fran Circle Gray, Maine 04039  
 Phone: 207-749-4924 Fax: \_\_\_\_\_ E-mail: rlicht@seurespeed.net

*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: 2520 (Total Project 26,000+/-) GPD  
 Peaking Factor/ Peak Times: 6 (TR-16)

Specify the source of design guidelines: (*i.e.* "Handbook of ~~Sub~~surface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (*specify*) Chapter 241 State of Maine Subsurface Wastewater Disposal Rules - metered flow records from similar facilities)

*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: N/A

Size of External Grease Interceptor: \_\_\_\_\_

Retention Time: \_\_\_\_\_

Peaking Factor/ Peak Times: \_\_\_\_\_

*Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.*

#### **5. Please, Submit Industrial Process Wastewater Flow Calculations**

Estimated Industrial Process Wastewater Flows Generated: N/A GPD

Do you currently hold Federal or State discharge permits? Yes      No     

Is the process wastewater termed categorical under CFR 40? Yes      No     

OSHA Standard Industrial Code (SIC): \_\_\_\_\_ (<http://www.osha.gov/oshstats/sicser.html>)

Peaking Factor/Peak Process Times: \_\_\_\_\_

*Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps.*

*Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided, or attached, as a separate sheet.*

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# A Guide to Holding Neighborhood Meetings Portland, Maine

Planning and Urban Development Department  
Planning Division and Planning Board

In order to improve communication between applicants and neighbors, the City of Portland requires applicants who are proposing certain types of development review projects, to hold a neighborhood meeting.

## Developments requiring a neighborhood meeting

- Proposed map amendments, contract zones and zoning text amendments that would result in major development;
- Subdivisions of five or more units or lots;
- Master Development Plans; and
- Level III site plan proposals as defined in Section 14-523.

(The Land Use Code, including Article II (Planning Board) and Article V (Site Plan – which contains the neighborhood meeting requirements), are available on the City's web site at [www.portlandmaine.gov/citycode/chapter014.pdf](http://www.portlandmaine.gov/citycode/chapter014.pdf))

## Timing of meeting

- **Subdivisions of 5 or more units or lots, zone changes, contract zones, zoning text amendments and Level III site plans:**
  - Preliminary Site Plan - The meeting should be held within 30 calendar days of filing the application.
  - Final Site Plan – If only a final plan is submitted, the meeting should be held within 21 calendar days of filing the application and no less than 7 calendar days before the public hearing.
- **Master Plan Development:**
  - The meeting should be held within 30 calendar days of filing the application.
  - The meeting should be held on a date no less than 7 calendar days before a public workshop or public hearing.
  - The meeting shall not be combined with any required neighborhood meeting for the Level III applications.

## Location of meeting

- The meeting should be held in the evening, during the week, at a convenient location within the Portland neighborhood surrounding the proposed site. Community meeting spaces at libraries, schools or other places of assembly are recommended. Neighborhood schools are usually available for evening meetings.
- Meetings should not be held on the same day as scheduled Planning Board or City Council meetings. The City Council generally meets on the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month and the Planning Board generally meets on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month; however additional meetings may be scheduled. An updated schedule may be found on the City's website: [www.portlandmaine.gov](http://www.portlandmaine.gov)

## Invitation List

- Property owners within 500 feet of the proposed development (1000 feet for proposed industrial subdivisions and industrial zone changes)
- Interested citizens and neighborhood groups.

**The Planning Division provides the mailing labels. We require at least 48 hours notice to generate the mailing labels and a charge of \$1.00 per sheet will be payable upon receipt of the labels. An electronic version (excel or word format) of the labels can also be e-mailed upon request.**

**A digital copy of the notice must be provided to the Planning Office ([jmy@portlandmaine.gov](mailto:jmy@portlandmaine.gov) and [ldobson@portlandmaine.gov](mailto:ldobson@portlandmaine.gov)) and the assigned planner, which will then be forwarded to those on the interested citizen list who receive e-mail notices.**

## When to Send Invitations

- Invitations must be sent **no less than 10 days (to include weekends)** prior to the neighborhood meeting.
- Notices may be sent by regular mail and do not need to be sent by certified mail.

## Notice Description

A recommended invitation format is included in this packet of material.

## Attendance Sheet and Meeting Minutes

- Sign-in sheet must be circulated for those in attendance.
- Applicant shall take accurate minutes of the meeting.
- The sign-in sheet and minutes shall be submitted to the Planning Division.

**A public hearing will not be scheduled until the meeting minutes and sign-up sheet are submitted to the Planning Division.**

**A Certification form is included with this packet to be completed and signed by the applicant.**

Please call the Planning Division at 874-8721 or 874-8719 if you have any questions.

## Attachments

1. Neighborhood Meeting Invitation Format
2. Neighborhood Meeting Certification

**EXAMPLE: Neighborhood Meeting Invitation Format**

**Applicant/Consultant  
Letterhead**

(Date)

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for a (development proposal) located at (location/number and street address).

Meeting Location: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Meeting Time: \_\_\_\_\_

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

If you have any questions, please call (telephone number of applicant or consultant).

Sincerely,

(Applicant)

**Note:**

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

**EXAMPLE: Neighborhood Meeting Certification**

I, (applicant/consultant) hereby certify that a neighborhood meeting was held on (date) at (location) at (time).

I also certify that on (date at least ten (10) days prior to the neighborhood meeting), invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change.
2. Residents on the "interested parties" list.
3. A digital copy of the notice was also provided to the Planning Division ([jmy@portlandmaine.gov](mailto:jmy@portlandmaine.gov) and [ldobson@portlandmaine.gov](mailto:ldobson@portlandmaine.gov)) and the assigned planner to be forwarded to those on the interested citizen list who receive e-mail notices.

Signed,

\_\_\_\_\_

\_\_\_\_\_ (date)

Attached to this certification are:

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





August 18, 2017

J14.067B

Captain Chris Pirone  
City of Portland Fire Department  
380 Congress Street  
Portland, Maine 04101

**Sea Coast at Baxter Woods  
538 Stevens Avenue, Portland – Building-1  
Fire Department LIII Site Plan Review**

Dear Captain Pirone:

On behalf of Sea Coast at Baxter Woods Associates, LLC we are submitting for Fire Department review, the proposed 538 Stevens Avenue Building-1 as required by the City LIII Site Plan Review process. The proposed building will contain 21 senior apartments and is part of the 2016 approved "605 Stevens Avenue Master Development Plan (MDP).

Attached are copies of the Site Plan Sheet C4.0 and Architectural Plans and Elevations for your review along with the following information as required by the Portland Fire Department, Site Review Fire Department Checklist. (Please note that Item #13 - Code Summary will be submitted separately by the architect, Archetype, PA.)

*1. Name, address and phone number of applicant:*

Sea Coast at Baxter Woods Associates, LLC  
C/O Matthew Teare, Director of Development  
20 Blueberry Lane  
Falmouth, Maine 04105  
Tele: 207.837.2418  
[mteare@highlandgreenlifestyle.com](mailto:mteare@highlandgreenlifestyle.com)

*2. Name, address and phone number of architect:*

Archetype, PA  
C/O David Lloyd, RA  
48 Union Wharf  
Portland, Maine 04101  
Tele: 207.772.6022  
[Lloyd@archetypepa.com](mailto:Lloyd@archetypepa.com)

*3. Proposed uses of structure:*

21-unit, 4 story active senior apartment building.  
First floor – covered parking & utility areas  
Floors 2-4- residential units and common spaces.  
Building -1 is the first of a planned five (5) building approved Master Development Plan approved for the former McAuley High School and St. Joseph's Convent property.

4. *Square Footage of Structure:*  
Footprint – 11,743 s.f.  
Total Building Area – 45,013 s.f.
5. *Elevations of Structures:*  
The building will be 43 ft-3 inches +/- in height including the first floor covered parking to the 4<sup>th</sup> level roofline. Mechanical units will be placed on the roof of the structure.
6. *Proposed Fire Protection of Structure:*  
The building will be sprinkled.
7. *Hydrant Location:*  
A hydrant is proposed at the northeast corner of the site parking area.  
Additional hydrants are located on Walton and Stevens Avenue in the vicinity of the site.
8. *Water Main Size and Location:*  
The site and future buildings 2-5 campus will be serviced by a private 8-inch fire line main and 4-inch domestic service.
9. *Access to Structure (min. 2 sides)*  
Access to two (2) full sides (north and east) of the building will be provided for fire apparatus.  
Refer to the Site Plan.
10. *Code Summary shall be included referencing NFPA-1 and all fire department Technical Standards.*  
(A Code Summary shall be provided under separate cover by Archetype, PA.)

Please do not hesitate to contact me or David Lloyd of Archetype, PA should you require any additional information or plans for your Site Plan Fire Department review. We are available to meet at your convenience should you desire.

Sincerely,



Frederic (Rick) Licht, PE, LSE  
Principal

Encl: Site Plan C4.0 and Architectural Plans A1.1, A1.2, A2.1 and A2.2 dated 08-16-17

Sea Coast at Baxter Woods  
Building-1  
583 Stevens Avenue, Portland  
LIII Site Plan and Subdivision Application  
**TABLE OF CONTENTS**

- **Cover Letter**
- **City of Portland LIII Final Site Plan Development Review Application**
- **Fire Department - Site Plan Review Summary**
- **Site Plan/Subdivision Application Fee (Submitted separately)**
- **Project Report and Narrative**
  1. Introduction and Background
  2. Design Team
  3. Building-1 Lot 4 Review
  4. Existing Conditions and Zoning
  5. Proposed Development - Building-1 Lot 4
  6. Summary
- **Attachments:**
  - Exhibit 1 – Right, Title & Interest
  - Exhibit 2 - USGS Quad Locus
  - Exhibit 3 – Assessors Map
  - Exhibit 4 - Compliance with MDP
  - Exhibit 5 - Compliance with Zoning
  - Exhibit 6 - Easements & ROWs
  - Exhibit 7 – Waiver Requests
  - Exhibit 8 - Financial and Technical Ability
  - Exhibit 9 – Traffic Analysis
  - Exhibit 10 – Soils & Geotechnical
  - Exhibit 11 – Construction Management Plan
  - Exhibit 12 – Utility Serviceability Letters
  - Exhibit 13– Lighting Cuts
  - Exhibit 14 – Stormwater Management and Erosion & Sedimentation Control
  - Exhibit 15 – Metro
- **Site/Architectural Plans entitled “Sea Coast at Baxter Woods – Building -1, 583 Stevens Avenue, Portland Maine”, dated August 16, 2017, containing 19 plan sheets.**

583 Stevens Avenue Site Plan Index	
Plan Number	Title
G-1	Title/Cover Sheet
C-1.0	Approved Subdivision Plat
C-2.0	Second Amended Subdivision & Building -1 Sectional Plat
C-3.0	Demolition And Tree Preservation Plan
C-4.0	Site Plan
C-5.0	Utility Plan
C-6.0	Grading, Drainage & Erosion Control Plan
C-7.0	Utility Details
C-7.1	Site Details
C-7.2	Site, Stormwater & Erosion Control Details
C-8.0	Erosion Control Notes
L-1.0	Landscape Plan
L-2.0	Landscape Details
E-1.0	Electrical Site Plan
E-2.0	Site Lighting Calculation Plan
A1.1	First Floor Plan
A1.2	Second Floor Plan
A2.1	Elevations
A2.2	Elevations

## PROJECT REPORT AND NARRATIVE

### 1. INTRODUCTION & BACKGROUND:

The proposal for development and re-purposing of the former St. Joseph's Convent and grounds, an 18.98 acre campus located at 583, 605 and 631 Stevens Ave. commenced in 2014-15 with the concept of creating a senior living/active adult campus. The cornerstone of the property is the former convent or Motherhouse which Sea Coast at Baxter Woods Associates, LLC in partnership with Motherhouse Associates, LP proposed 88 units of affordable and market rate senior housing. That project approvals for the Motherhouse together with the subdivision of the campus into 4 lots were granted on August 11, 2016. Lot 1 includes St. Catherine's residence for nuns and priests while Lot 2 contains the Maine Girls Academy school building, parking and grounds. Lots 3 and 4 are the focus of the senior living community. Prior to that, on July 6, 2015 approval the property obtained a zone change from R5 to R5A over a portion of the property allowing for the development of a planned senior community ("planned residential unit development" or PRUD) with a total combined density of 249 units. Lot 3 (4.39 acres) supporting the Motherhouse re-development can will provide 88 units of affordable and market rate units, while Lot 4 (9.05 acres) including former grounds of the Motherhouse and the Maine Girls Academy athletic fields has a maximum PRUD density of 161 units. The project master plan was approved on June 06, 2015 under a Master Development Plan (MDP) application as a proposed senior living community of 5 buildings with parking, landscaping, common areas and active and passive spaces.

As a campus master plan, **Lot - 4 Building-1** is subject to various overall MDP conditions of approval and retains easement rights over Lots 1, 2 and 3 for access, utilities, drainage and landscaping as provided for in the approved Subdivision Plat and recorded Deed and Declaration of Covenants and Easements. (Refer to Plan C1.0 and *Exhibits 1 and 6* for reference to the subject deed and easements).

Refer to *Exhibit 4* for information on the approved MDP and a copy of the approved Lot 4 senior living campus master plan and Lot 3 Motherhouse Development.

**This application seeks LIII Site Plan and Subdivision approvals for the first building (Building-1) of the Lot 4 senior campus MDP. This building will be an attractive 4-story residential building containing ground level garage parking and 3 stories of apartment units and common space totaling 21 units of market rate senior housing.**

### 2. DESIGN TEAM:

The design team consists of the following seasoned professional firms. Refer to *Exhibit 8* for additional supporting qualifications of the applicant Sea Coast at Baxter Woods Associates, LLC:

- Licht Environmental Design, LLC – Project Manager
- Carroll Associates – Master Planning and Landscape Architecture
- Stantec – Civil Engineering
- Archetype, PA –Architecture
- Maine Traffic Resources – Traffic Assessment

- Titcomb Associates – Surveying
- Summit Geoengineering – Geotechnical Services

### 3. BUILDING -1 LOT 4 REVIEW:

The scope of this application is for approval of Building-1 containing 21 senior market rate units. The following Land Use Ordinance Standards apply:

- a. Level III Site Plan approval in accordance with Article V Section 15-520 to 15-526; and,
- b. 21-Unit Subdivision Review pursuant to Article IV Section 14-490;
- c. Combined Amended 4-Lot Subdivision Plat and Sectional Recording Plat – Lot 4 Building-1.

### 4. EXISTING CONDITIONS AND ZONING

#### A. Zoning:

Lot 4 is divided into R5 and R5A Residential Zones. Multi Family dwellings and PRUD developments are permitted in both zones. The proposed Building-1 is located on the former grounds and gardens south of the Motherhouse closest to Stevens Avenue and north of Baxter Woods. Lot 4 contains 141.14 feet of frontage on Stevens Avenue. The building will lie wholly within the R5A zone with the exception of several upper level porches which will extend several feet into the R5 district. Refer to *Exhibit 5* for Net Residential Density calculations and a summary of the zoning standards for Lot 4 based on the R5 and R5A Zones.

#### B. Existing Uses:

Lot 4 contains 9.05 acres and includes the former grounds and gardens south of the Motherhouse including religious statuary and shrines (to be removed appropriately), walkways and a former water fountain element (to be retained and refurbished) in the southwestern portion of the lot. This portion of the lot contains woods of mature oaks, cedar, fir and Norway maple trees together with open lawn areas. The frontage along Stevens Avenue contains the historic cast iron fence which will be preserved as indicated in the Motherhouse and MDP applications (except for removal of one section for a new sidewalk connection to Stevens Avenue) and refurbished as part of the Motherhouse project. The eastern portion of Lot 4 occupies the Maine Girls Academy athletic fields and a wetland area below the field fill slopes on the eastern property boundary. The athletic fields will not be impacted by this phase of the Master Plan Development. (Refer to Plan C 3.0 Demolition and Tree Preservation Plan.)

#### C. General Conditions, Access and Parking:

The area proposed for development of Building -1 is directly adjacent to the Motherhouse project and parking. The site plans for the Motherhouse and Building -1 are coordinated to share access from Stevens Avenue and utilities. No parking or utilities currently exist on Lot 4 in the vicinity of Building-1.

Access to Lot 4 is currently from both Stevens Avenue over the Lot 3 Motherhouse access drives and from the Walton Street driveway and Maine Girls Academy parking lot through Lots 2 and 3.

#### D. Existing Buffers, Landscaping and Visual Quality:

The Motherhouse and campus in general contain a large number of mature hardwood and softwood specimen trees as well as several shrines and garden grotto areas associated with its

past history as a convent. The project will save and protect as many trees as possible however a number of trees in the building area will be removed. A complete tree inventory has been conducted by Carroll Associates and reviewed through site meetings with Jeff Tarling, City Arborist. Trees to be preserved and removed are indicated on Plan C3.0. The proposed site layout and walkways around the building have been designed to preserve the park like grounds and provide a transitional buffer to the Baxter Woods fence. The views of the proposed building from Stevens Avenue are muted and filtered to a large degree by a thick hedge along with the ornate fence along the site frontage together with trees to remain and additional plantings.

Views from Baxter Woods are also well buffered even from the very near the fence line located 33 feet into Lot 4. Walton Street offers a view of the internal athletic field from the north side of Lot 4 framed by hardwood trees on Lots 1 and 2. The approved MDP and Motherhouse Site Plan will utilize Walton Street as the main access to the campus protecting all but several trees at Walton Street required to be removed for the Lot 3 shared access drive.

What may not be apparent to most visitors to the site is that the former St. Joseph's southern campus property line extends 33 feet beyond (south of) the chain link fence demarking the edge of the formal woods and lawn/athletic field areas. This wooded area, while not legally part of Baxter Woods is ecologically connected and includes a well worn side trail used by the public near the fence line. This 33-foot strip of woods is part of a historic 66-foot wide easement reserved by Mayor James Baxter in the 1908 deed to the Roman Catholic Bishop Corporation. Under the MDP approval, the applicant has committed to provide a conservation easement or covenants to preserve this section of woods providing a permanent buffer area.

**E. *Unique Natural Areas:***

Neither the City of Portland nor Beginning with Habitat Maps list any rare or unique areas on the property.

The prime resource area is the adjacent Baxter Woods. This site has a special relationship with Baxter Woods which the applicant has focused on preserving. The wooded 33-foot edge of Baxter Woods will be preserved as discussed above. The City Arborist has identified the former allee of mature oak trees which framed an early 20<sup>th</sup> century roadway traversing between the campus and Baxter Woods. Some of the oaks are mature and/or are located within the site plan footprint requiring removal. The plans will provide for plantings of new trees and planting beds near the Baxter Woods fence line to provide additional buffering and screening of the building as well to provide a transitional zone adjacent to the formal woods.

The applicant has provided a letter of intent under the MDP process to work with the City to take steps to preserve Baxter Woods. The goals of this program include (1) monitoring and assessing existing ecological conditions, (2) annual funding of the study and (3) implement improvements as directed and approved by the City Arborist in Baxter Woods. Improvements including re-establishing and enhancing the former allee noted above, re-location of the worn trail next to the fence, removal of invasive species, replacement of the chain link fence and other actions which may be proposed by the City. Refer to the MDP approval for a copy of the letter of intent and specific activities proposed in collaboration with the City.

**F. Utilities and CSO's:**

Existing water (domestic and fire main), sanitary sewer, storm drainage, electric & communications and natural gas utilities are available in both Stevens Avenue and Walton Streets. Electric service is currently provided from an overhead pole line into the site from Walton Street to a pole mounted transformer behind the Smith Wing and into the rear (east side) of the building. That utility trunk line is being upgraded and dropped to an underground service behind the Motherhouse on Lot 3. There is minimal or no site lighting on the Lot 4 property.

The Motherhouse project on Lot 3 will upgrade the existing sanitary sewer and electric service both connecting to Walton Street. Building-1 will provide connections to the new underground electric service and sewer services on Lot 3 and connect to existing natural gas and water mains in Stevens Avenue.

Easements have been provided for the sharing of the campus utilities where required. Refer to Plan C1.0 for locations of all easements.

**5. PROPOSED DEVELOPMENT – BUILDING -1 LOT 4:**

(Refer to the attached Exhibits and accompanying Site Plans and Architectural Plans for detailed site information.)

**A. Building-1 Conformance with Master Development Plan (MDP):**

The development of Building -1 on the 9.05 acre Lot - 4 of the 583/605 Stevens Avenue campus is the second component of the senior living/active adult campus. The Lot -3 Motherhouse redevelopment into 88 senior apartments (66 affordable units and 22 market rate units) initiated the redevelopment of the former St. Joseph's Convent and surrounding campus grounds as Phase 1 of the new senior community. The senior community will target younger seniors and baby boomers from age 55 to 75 looking to simplify their living arrangements and spend more time enjoying an active lifestyle.

The approved 2016 Master Development Plan (MDP) provides a phased campus development "blueprint" for up to 161 new market rate units to be developed on Lot -4 as a phased project of five (5) buildings. Building-1 will provide 21 units of market rate housing on the portion of Lot 4 south of the Motherhouse closest to Stevens Avenue. The general location of the building within the gardens and grounds south of the Motherhouse is consistent with the location and setbacks as approved on the MDP. (Refer to *Exhibit 4* for a copy of the approved Master Development Plan and detailed review of the conditions of the MDP applicable to Building-1.)

Pedestrian and vehicular access and circulation are integrated with the Lot-3 Motherhouse as shown on the approved MDP with easements provided for the sharing of access, utilities and stormwater systems. (Refer to Section 5.C and 5.D below for additional detail.)

Each of the five campus buildings will include a series of amenities and common areas designed to encourage an active healthy lifestyle. In addition to the under-building parking, Building-1



will include a common room area and exterior patio deck on the second floor and an outdoor rear at-grade patio and gathering area for residents to meet and enjoy the views to Baxter Woods. Building-1 will preserve a number of the significant trees on the site and provides a robust landscaping plan together with the protection of the 33-foot easement adjacent to Baxter Woods noted above.

Several primary factors of the approved MDP are incorporated into the Building-1 site plans. They include; (1) the preservation of the historic streetscape views from Stevens Avenue; (2) preservation of the athletic fields used by the Maine Girls Academy. These fields will also provide open space for use by residents and (3) provision for preserving the 33-foot buffer along Baxter Woods located on the south side of the existing fence line together with preservation of many of the significant trees on the Building-1 grounds. (Refer to Section 5.J and 5.K for additional information on landscaping and easements.)

**B. Building-1 Architecture:**

The four story Building-1 will contain 3 floors of two—bedroom apartments above a first floor covered parking garage. Apartments will be single level, senior friendly apartments designed to accommodate a resident’s changing needs as they age. They will include all the elements required for independent living including a comprehensive life safety and security system. Units on floors 2-4 will include small decks to enjoy the views of the historic Motherhouse to the north and Baxter Woods to the south.

Architectural floor plans and elevations are contained in the Site Plan set. The design of the building adapts comments provided during the Master Development Plan review process to present a building which is subordinate to the Motherhouse yet provides architecture which embodies the character of that historic structure. The following summarizes prominent architectural characteristics of Building-1:

1. Elements of the Motherhouse have been reflected in the new buildings. The prominent granite base of the mother house will be incorporated into the Building-1 design using areas of stone veneer. A modern version of the mansard on the Motherhouse will be incorporated , but in a vertical , not sloped version , with a zinc faced metal shingle to identify the top floor . Brick elements with brick matching the Motherhouse are incorporated into the design .
2. The colors of the new buildings are all natural toned , brick, granite and grey clapboard.
3. The entry ways into each building are clearly delineated with welcoming porch elements and entry plaza using a combination of pavers and concrete materials.
4. Each unit has its own deck space which also works to help break down the building massing and add interest .
5. Parking is located under each building structure with a first floor architecture providing interest consistent with the upper floors. The under building parking allows more open green space to be preserved on the site.

6. Mechanical units will be located on the flat rooftop and screened.

Additionally the final building designs will reflect the additional recommendations provided in the MDP review memo from Caitlin Cameron, Urban Designer, City Planning and Urban Development Department dated June 9, 2016.

**C. *Site Layout and Circulation:*** (Refer to Site Plan Sheet C-4.0)

The building will be set back approximately 190 feet from Stevens Avenue respecting the natural buffer of existing trees together with a proposed allee of trees and new central sidewalk to Stevens Avenue. Building -1 will be set back approximately 70 feet from the western-front face of the Motherhouse respecting the integrity of that historic structure. The building siting will provide an urban feel with curbing and access from Stevens Avenue close to the building, parking along the north and east face and access to the ground level parking garage from the east end of the building. The layout integrates tightly with the Motherhouse parking and circulation aisles to provide a unified site design.

The primary vehicular access to Building -1 and the future campus will be from Walton Street over the approved access drive on Lots 2 and 3, provided for in associated easements. The main entry on the north side of the building will provide concrete paver walks and a covered entry together with landscaping to create a welcoming public face to the apartment building.

The site plan provides for 28 parking spaces in the garage, 8 on the east end and 6 in front of the building for a total of 42 spaces or a ratio of 2:1. Four (4) accessible spaces will be provided. The parking areas are proposed to be constructed with permeable pavers to infiltrate storm water while the access aisles will be standard pavement.

The proposed Lot 4—Building-1 site plan will not result in the loss of any existing playing fields. There will be some minor construction directly adjacent to the west side of the field complex for construction of the new access drive and utilities which will have only a short term impact.

**D. *Pedestrian and Bicycle Circulation:***

The site plan is consistent with the approved Master Development Plan, providing a new main campus sidewalk connection to Stevens Avenue forming a main spine between Building -1 and the Motherhouse and leading towards the future phases of the campus development. A walkway will also connect northerly directly to the Motherhouse. Stone dust walkways will link the paved walks around the back of the building and connect to an existing path along the athletic fields north of Building 1 along the east boundary of Lot 3 (Motherhouse lot) providing a strong linkage to Walton Street. (Refer to Site Plan C4.0 for the location of walks and parking areas.)

Bicycle racks located both near the building entrance and in the garage will provide 9 or more bicycle spaces.

**E. *Mass Transit Connections:***

The site sits uniquely in a location serviced by the METRO bus service. There are METRO stops on Stevens Avenue and nearby on Forest Avenue a short walk from the site. Typical senior facilities find that a portion of residents do not own cars and those who do in an urban or semi-

urban setting rely heavily on mass transit and walking for their day to day activities. (See METRO Map, *Exhibit 15*.)

The MDP approval required the applicants to contribute \$15,800 towards a new crosswalk and METRO Stop/Shelter on Stevens Avenue. A preliminary location of the shelter, crosswalk and bench provided by Planning Staff are shown on Site Plan C4.0 for coordination purposes. These elements are tied to the MDP approval and are not part of the Building-1 plans. *Exhibit 15* provides additional information on compliance with the Site Plan Section 14-526 Public Transit Access standards.

**F. Utilities:**

Proposed utility connections are being coordinated with the Lot 3-Motherhouse development. (Refer to *Exhibit 12* for Letters of Serviceability and flow projections.)

1. Natural Gas – A 2-inch main will be provided from Stevens Avenue to a screened meter enclosure in the south lawn of the Motherhouse and extended along the utility corridor along the front (north) side of Building-1 and stubbed for future Lot 4 expansion. A detail of the enclosure is provided in the site plan set.
2. Water – A new 8-inch fire and 4-inch domestic service will be extended from Stevens Ave. along the utility corridor and easement along the common property line with Lots 3 and 4. A domestic meter and vault will be installed just inside the Stevens Avenue fence creating a private water system for Buildings 1-5. Each building will be sub-metered separately.
3. Fire Protection – Based on public safety review comments from the MDP the site will include a new fire hydrant located at the northeast end of the new building. Access for fire and emergency vehicles will be from the north and east ends of Building -1.
4. Sanitary Sewer - A new building sewer will exit the east end of the building and provide an extension to the main campus sewer trunk line northerly on Lot 3. The applicant is submitting the Wastewater Capacity Application and supporting flows to the Department of Public Services for review with estimated flows of 2,520 gallons per day of water/wastewater projected for the Building -1 development.
5. Electric/Communications – Will be provided with a new three phase transformer and underground conduit extensions from the rear of the Motherhouse extending to the northeast corner of the Building-1 parking lot. Utility vaults will be installed to provide for future extensions into Lot 4 for buildings 2-5.

**G. Site Lighting:**

Site Lighting on the northern access and parking area will be provided with three (3) light fixtures as part of the approved Motherhouse project. An additional two (2) fixtures will be added on the north side and east end of the building. The main walkway corridor from Stevens Avenue will be softly illuminated with eight (8) bollard lights providing both safety lighting and a visual connection to the new building in the evening hours. Building lighting will be limited to recessed lights at the external doorways and wall lighting at the garage and rear door entry. The rear patio area will have lights installed in the seat wall to provide accent. All lighting will be LED. Refer to the Site Electrical and Site Lighting Calculation (photometric) Plan Sheet E 2.0 for light fixture locations and specifications and *Exhibit 13* for lighting cuts.

The site lighting plans reflect the sensitivity of Baxter Woods by limiting lighting in the rear of the building. Lighting from apartments will be subtle and buffered to a large extent by the existing and proposed landscaping and trees located in the south lawn area.

**H. Solid Waste Management:**

Building-1 will not require a formal dumpster. Residents will be required to bring trash and recyclable materials to a dedicated waste management room located in the first floor level garage for sorting into roll-away bins. These will be rolled to the east end garage door area and picked up by a waste hauler. The facility will contract with a licensed waste hauler for pick up and disposal.

**I. Stormwater Management and Erosion & Sedimentation Controls:**

Refer to *Exhibit 14* for a Stormwater Management letter report prepared by Stantec. Erosion control specifications are provided on Plan Sheet C7.2

The stormwater management system for the Building -1 site has proposed several BMP's to take advantage of the infiltration capacity of the granular site soils. The site will remove existing paved walks and results in a net of only 15,661 s.f. (0.36 ac.) of impervious area. Stormwater BMP's to meet general (quality) and flooding (quantity) standards include use of pervious pavers in the parking spaces and sections of the entry walks, installation of two (2) rain gardens at the rear of the building and capture of roof runoff via internal roof drains to charcoal filter systems located below the garage floor. The drainage system will be connected to the existing 12-inch storm drain located in the softball field to the east of the new building which discharges to the wetlands below the athletic field fill slopes to the east.

**J. Landscaping and Buffers:**

The approach to the landscape plan for the project has been to preserve as many of the existing mature trees on site and provide supplemental infill where appropriate. Carroll Associates has performed an inventory of the existing trees on-site and met with Jeff Tarling, City Arborist to review vegetation conditions. The Demolition and Tree Preservation Plan, Sheet C.3.0 and Landscape Plan Sheet L1.0 provide details on specific trees to be removed either due to development or due to their poor or compromised health. The new and parking and access drives have been laid out to respect the existing trees, landscaping and gardens to the greatest extent possible. There will be no impact to buffers to Baxter Woods from the Building - 1 development.

Refer to Sections 4.D and 4.E above for more details on the landscaping and buffer in relation to Baxter Woods.

Approximately 450 feet of the chain link fence along the 33-foot Baxter Woods easement will be replaced with a more decorative fence as detailed on the site plans. Additionally the corner at Stevens Avenue will be anchored with one or two sections of the historic wrought iron fence, removed from the Motherhouse project.

**K. Easements:**

Refer to the Overall Subdivision Plan, Sheet C-2.0 for existing and proposed easements. As a master planned campus, shared utility, storm drainage, access and parking easements are

required to be provided between the various lots to secure rights for use. The subdivision plat identifies all existing and proposed easements.

The applicant will provide a conservation easement over the 33-foot wooded strip of land adjacent to Baxter Woods to essentially merge that portion of woods with Baxter Woods.

Refer to *Exhibit 6* for a summary of existing and proposed easements.

**L. NFPA-1 and Fire Safety Code Review:**

Refer to the Fire Safety review letter contained with the Site Plan Application for a summary of the Fire Department Checklist standards. The project architects, Archetype, PA, will provide a fire safety code review under separate cover and forward to the Fire Chief and Planning Department for review.

**M. Snow Storage and Management:**

Snow removal and sidewalk maintenance will be contracted to an outside contractor for Building-1. The Site Plan Sheet C4.0 designates a snow storage area off the back of the eastern parking area for plowing snow from the east end of the building. The plowing of the front parking spaces will be coordinated with the Motherhouse Lot 3 service contract and either plowed together with the Motherhouse parking and access ways or removed with a snow blower.

**N. State and Federal Permits:**

The project is being reviewed by the City of Portland under their DEP Delegated Review authority. As such DEP Site Location of Development and Stormwater Chapter 500 permits are not required. The project will not impact any wetlands therefore no DEP-NRPA or U.S. Army Corps of Engineers permits are required.

Due to the relationship with the Motherhouse and National Park Service (NPS) review for that site under the Historic Tax Credit process, the Building-1 project is being reviewed by the project team historic consultant to ensure compatibility with prior recommendations provided by the NPS.

**6. SUMMARY:**

In summary we believe that the proposed Lot -4 Building-1 Level III Site Plan and Subdivision plans meet the requirements of the Portland Land Use Code - Subdivision Article IV and Site Plan Article V. The project will provide needed off peninsula senior housing within a carefully planned campus community close to amenities and services. We look forward to working closely Planning Staff and the Planning Board in the coming months as we seek approvals for this exciting project.

## EXHIBIT 1

### RIGHT, TITLE & INTEREST

Sea Coast at Baxter Woods Associates, LLC acquired in the 18.98 acre former St. Joseph's Convent and Hospital property in December, 2106 which includes the approved 4 lots of the 605 Stevens Avenue approved subdivision.

The deed (CCRD Book 33698 Pages 187 – 202) provides for rights of access, utilities, landscaping, etc. over and between the 4 lots as shown on the "Overall Subdivision Plan, 605 Stevens Avenue and Walton Street, prepared for Sea Coast at Baxter Woods Associates, LLC, dated June 24, 2015 as amended June 14, 2016 and recorded in the CCRD Plan Book 216 Page 433 together with the Declaration of Covenants and Easements recorded in the CCRD Book 33922 Page 172.

A copy of the Deed and Declaration of Covenants and Easements are attached. The location of easements within the subdivision are shown in the Site Plans as Plan C1.0 – Approved Subdivision Plat.

**QUITCLAIM DEED WITH COVENANT**  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that **ST. JOSEPH'S CONVENT AND HOSPITAL**, a Maine non-profit corporation ("Grantor"), for consideration paid, grants to **SEA COAST AT BAXTER WOODS ASSOCIATES, LLC**, a Maine limited liability company, its successors and assigns, having its principal place of business at 20 Blueberry Lane, in the Town of Falmouth, County of Cumberland and State of Maine ("Grantee"), with **QUITCLAIM COVENANT**, the land in the City of Portland, County of Cumberland and State of Maine, described in Exhibit A hereto attached and made a part hereof.

SUBJECT TO the permitted exceptions set forth on Exhibit B attached hereto and made a part hereof and the reserved rights described in Exhibit A attached hereto.

Together with and also hereby conveying the following rights and easements for the benefit of Lots 2, 3 and 4 (the "Benefitted Property") as shown on the plan entitled "Overall Subdivision Plan 605 Stevens Avenue Stevens Avenue & Walton Street, Portland, Maine", made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, as revised through June 15, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 433 (hereinafter the "Subdivision Plan"), provided that the following easements and the rights thereunder shall be exercised in a manner and during such times so as to minimize any interference with the use and occupancy of the apartment complex located on Lot 1 as shown on the Subdivision Plan and related access and parking, and further subject to the terms and conditions set forth herein:

1. Utilities: Together with the perpetual non-exclusive right and easement to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove underground utility conduits, pipes and mains, and poles and wires with all necessary underground fixtures and appurtenances under the portions of Lot 1 as shown on the Subdivision Plan labelled as "#5 Utility and Drainage Easement" as shown on the Subdivision Plan and in the existing locations of any underground sewer and water lines that currently serve Subdivision Plan Lots 2, 3 or 4 (collectively, the "Utility Easement Areas") for any and all underground utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables and mains, below ground, together with all necessary underground facilities and fixtures and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to the Benefitted Property as deemed appropriate by Grantee, its successors and assigns.

2. Drainage: Together with the perpetual non-exclusive right and easement to enter the portions of Lot 1 as shown on the Subdivision Plan labelled as "#5 Utility & Drainage Easement" and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove underground drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary underground fixtures and appurtenances, and to make connection therewith with the Benefitted Property, and to flow and direct water under such areas.

3. Parking: Together with the perpetual right and easement to construct a 20 parking space expansion (the "Expanded Parking Lot") of the existing parking lot located on Lot 1 located easterly of

MAINE REAL ESTATE TAX PAID

the existing parking lot and to have the exclusive use of the Expanded Parking Lot for parking of vehicles. The existing parking lot shall be for the exclusive use of the owner and residents of Lot 1.

4. Related Rights: Together with the perpetual non-exclusive right and easement in connection with or in exercising any of the above described rights to enter the Utility Easement Areas and to work, fill, excavate, tunnel and trench and cut or remove trees and brush in such areas, but only to such extent as in the reasonable judgment of Grantee is necessary for any of the above described purposes; provided, that Grantee gives Grantor not less than ten (10) days prior notice of such entry.

Grantor and Grantee acknowledge and agree that the rights and easements granted hereunder are expressly subject to the following terms and conditions:

- (a) Grantee shall maintain the Expanded Parking Lot and all utility and drainage materials and apparatus installed by Grantee in good condition and repair. In addition, upon completion of the Expanded Parking Lot, Grantee shall be responsible, at its sole cost, for the prompt removal of ice and snow from both the Expanded Parking Lot and the Existing Parking Lot.
- (b) The exercise of all rights of the Grantee hereunder shall be undertaken at the sole cost of Grantee. All utilities and the drainage system shall be fully underground. All construction and maintenance shall be performed in a good and workmanlike manner. Grantee agrees that as soon as practicable, but in any event no later than thirty (30) days after completion of the installation or any maintenance of any utility or drainage equipment or materials, it will restore the surface of the disturbed area to substantially the same condition prior to such work. Prior to disturbing any of the surface of the Utility Easement Areas as provided herein, Grantee shall give at least 30 day's notice to Grantor.
- (c) Prior to taking any action that would reduce or impede the use of any of the parking spaces in the existing parking lot, Grantee shall provide substitute parking that would be available during any period of disturbance that is reasonably equivalent in proximity and quality to the parking spaces being disturbed. At all times, reasonable and safe access shall be maintained between the parking areas and the building located on Lot 1. Grantee covenants that in its exercise of the easement rights granted hereunder, it shall not adversely impact access to Lot 1 over and from Easement #2 (50' Access & Utility Easement) shown on the Subdivision Plan. Prior to disturbing any of the parking spaces in the existing parking lot as provided herein, Grantee shall give at least 30 day's notice to Grantor, which notice shall also describe the substitute parking to be given by Grantee to Grantor, as provided in this paragraph.
- (d) Grantee acknowledges that Grantor's primary access to Lot 1 will be over the 50' Access and Utility Easement, shown as "Easement 2" on the Subdivision Plan, as provided herein. In the exercise of Grantee's rights hereunder, it shall insure that Grantor's access to Lot 1 over and from Easement 2 is not impaired; provided, however, that if in Grantor's reasonable judgment, it is necessary to preclude or limit Grantor's access to Lot 1 over and from Easement 2 in connection with the exercise by Grantor of its rights granted herein, Grantor may do so provided that (i) it provides Grantor with prior notice of not less than 10 days prior notice, except in the case of an emergency, in which case the best practicable notice shall be given and (ii) Grantee provides, at its cost, reasonably equivalent access to Lot 1; and (iii) such interruption of access be minimized to the extent practicable in terms of time and scope.
- (e) Grantee shall enter upon the Utility Easement Areas at its sole risk and hereby releases Grantor and its successors and assigns and shall 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 as a result of or in connection with the exercise by Grantee or its employees, agents, invitees and licensees of the rights granted or described herein or for any damage or injury caused by any equipment, apparatus or materials installed by Grantee, except to the extent arising from the intentional misconduct or willful violation of law by Grantor.

- (f) Grantor shall have the right to use the Utility Easement Areas for access and parking and for such other uses that do not unreasonably impair or hinder the use granted to Grantee herein. In addition, Grantor shall have the right, at its sole discretion, to make changes, modifications or alterations to the Utility Easement Areas, provided that the utility of such easement areas for the purposes described herein is not unreasonably impaired or hindered.
- (g) Grantor shall have the right to connect to any utilities or drainage facilities installed by Grantee, at Grantor's sole cost and expense. Grantor shall not be charged, other than the actual cost to make the connection. As a condition to such connection: (i) Grantor shall provide Grantee with not less than 10 days prior notice, except in the case of an emergency, in which case the best practicable notice shall be given and (ii) any interruption to service be minimized to the extent practicable in terms of time and scope.
- (h) In recognition of the fact that the apartments are residential dwelling units and the primary residence of its tenant, Grantee shall ensure that construction noise and construction related traffic on Lot 1 is minimized between the hours of 6:00 p.m. and 8:00 a.m.

The terms and conditions of the Easements, as set forth in paragraphs (a) through (h) above shall be binding upon the parties hereto and their respective successors and assigns from time to time of all or any portion of either or both of the benefited and servient estates or any portion or portions thereof, however such estates may hereafter be divided or combined, and shall be covenants running with the land. Grantee joins in this deed for the purpose of evidencing its agreement to the terms and conditions set forth herein.

*[Balance of page is intentionally blank]*

IN WITNESS WHEREOF, the said St. Joseph's Convent and Hospital has caused this instrument to be executed and delivered in its name by Jacqueline Marie Kieslich, its President, duly authorized, this 14 day of December, 2016.

WITNESS:

Lacey Harris

GRANTOR:

St. Joseph's Convent and Hospital

By: Jacqueline Marie Kieslich, RSM  
Name: Jacqueline Marie Kieslich, RSM  
Its: President

STATE/~~COMMONWEALTH~~ OF Rhode Island  
Providence, ss.

December 14, 2016

Then personally appeared the above named Jacqueline Marie Kieslich, RSM, as President of St. Joseph's Convent and Hospital and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Isabel Sousa  
Attorney at Law/Notary Public  
Printed Name: 4-3-19

SEAL

IN WITNESS WHEREOF, the said Sea Coast at Baxter Woods Associates, LLC has caused this instrument to be executed and delivered in its name by John B. Wasileski, its Manager, duly authorized, this 16 day of December, 2016.

WITNESS:

[Signature]

GRANTEE:

Sea Coast at Baxter Woods Associates, LLC

[Signature]

By:

John B. Wasileski, Its Manager

STATE OF MAINE  
CUMBERLAND, ss.

16, 2016

Then personally appeared the above named John B. Wasileski as the Manager of Sea Coast at Baxter Woods Associates, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Sea Coast at Baxter Woods Associates, LLC.

Before me,

[Signature]

Attorney at Law/Notary Public

Printed Name: Ronald G. [Signature]

**EXHIBIT A**

(Attached to and forming a part of  
Quitclaim Deed With Covenant from  
St. Joseph's Convent and Hospital to  
Sea Coast at Baxter Woods Associates, LLC)

**LEGAL DESCRIPTION OF THE PREMISES**

**PARCEL 1:**

A certain lot or parcel of land situated in the Town of Deering, County of Cumberland and State of Maine, and is a portion thereof known as Stevens Plains, viz: A lot sixty and one-half (60 1/2) feet square, enclosed within the outer corners of four granite posts set in the ground by said Smith, said lot being near the center of the enclosure surrounded by the cemetery wall built by said Smith, said granted lot being the same which was reserved, excepted and excluded from a conveyance to James A. Healy, executed July 27, 1881 recorded in said Registry in Book 477, Page 379.

Being the same premises conveyed to Saint Joseph's Convent and Hospital by Administrator's Deed of Charles W. Goddard, et al. dated July 18, 1884 and recorded in the Cumberland County Registry of Deeds in Book 479, Page 327.

**PARCEL 2:**

A certain lot or parcel of land situated in said Deering and being a part of the "Forest Home" property so-called owned at one time by the late Francis O. J. Smith bounded and described as follows to wit, viz: Commencing at the southerly corner of the Tomb Lot so-called; thence southeasterly parallel with the westerly sideline of Oak Street formerly called Forest Street, one hundred and fifty (150) feet, more or less, to land now or formerly owned by Mary T. Reing; thence North easterly by said Reing's land four hundred and eighteen (418) feet, more or less, to said Oak Street; thence northwesterly by the westerly sideline of said Oak Street eight hundred and fifty-six and one-half (856 1/2) feet, more or less, to the Stevens Plains road (so-called); thence southwesterly by the southerly sideline of said road two hundred and twelve (212) feet, more or less, to the easterly sideline of a street fifty (50) feet wide laid out and described in the deed of said Francis O. J. Smith to "Smiths Home for Aged Indigent Mothers" dated August 12, A.D. 1863 and recorded in the Cumberland County Registry of Deeds, Book 322, Page 479; thence southeasterly by the easterly sideline of said last mentioned street and by the stone wall on the easterly side of the "Tomb Lot" so-called six hundred and seventy-two (672) feet, more or less to the easterly corner of said "Tomb Lot"; thence southwesterly by said "Tomb Lot" two hundred one and one-half (201 1/2) feet, more or less, to the point begun at. Excepting however from this conveyance the following described lots conveyed by said Smith in his lifetime to wit: Two (2) lots measuring together on said Oak Street sixty-five (65) feet and running back therefrom one hundred and eight and two tenths (108.2) feet conveyed by said Smith to John J. McDonnell by deed dated January 23, A.D. 1875 recorded in said Registry of Deeds, Book 414, Page 266 and by deed dated March 23, 1875 recorded in Book 418, Page 54, also a lot measuring on said Oak Street thirty-two and five tenths (32.5) feet running back one hundred and seven and seven tenths (107.7) feet conveyed by said Smith to Edward Farrell otherwise called Edward Tarrell, otherwise called Edward Tirrell by deed dated June 11, A.D. 1872, recorded in Book 395, Page 17 in said Registry, also lots together measuring on said Oak Street ninety-seven and five tenths (97.5) feet and running back therefrom one hundred and six and four tenths (106.4) feet sold and conveyed by said Smith to John Bell by deed dated January 20, A.D. 1876 recorded in Book 426, Page 357, in said Registry of Deeds, also lot on the corner of said Oak Street and said Stevens Plains road

measuring seventy and two thirds ( $70 \frac{2}{3}$ ) feet on said road and running back to land conveyed to John Bell as aforesaid, said corner lot having been sold and conveyed by said Smith to Ann R. Bramhall and others by deed dated May 27, A.D. 1876 recorded in Book 434, Page 201 in said Registry, also excepting a certain lot of land situate on the southerly side of Oak Street aforesaid having a frontage of sixty-five (65) feet on said Street and extending back at right angles therefrom one hundred and eight (108) feet being the same premises conveyed by Francis O. J. Smith to Simon Niles by deed dated September 18, A.D. 1871 recorded in aforesaid Registry of Deeds, Book 388, Page 147, to which deed reference is hereby made for a more particular description of said premises. Also another lot of land situate on the southerly side of said Oak Street in said Deering, bounded and described as follows, viz: Beginning at the northeasterly corner of land heretofore conveyed by Francis O. J. Smith to John Bell in the southerly sideline of said Oak Street; thence extending southerly by the easterly sideline of Bell's land one hundred and six (106) feet and four (4) inches; thence easterly forty-eight (48) feet and nine (9) inches to a point one hundred and six (106) feet and seven (7) inches from said Oak Street; thence to the southerly line of said Oak Street at a point forty-eight (48) feet and nine (9) inches from the first bounds mentioned; thence to said first bounds being all of Lot No. 22 and one-half of Lot No. 24 on a plan made by C. H. Howe in June A.D. 1864, being the same lot conveyed by said Francis O. J. Smith to Ann R. Bramhall and others by deed dated May 27, A.D. 1876, recorded in said Registry of Deeds, Book 434, Page 201, to which deed reference is hereby made for a more particular description of said premises and being a part of the same premises heretofore conveyed by James P. Baxter to said James Augustine Healy by deed dated July 24, A.D. 1881 recorded in said Registry of Deeds, Book 477, Page 396, to all which deeds reference is hereby made for a more particular description of the lots excepted from this conveyance.

Also excepting and reserving for the use forever of the heirs at law of said Smith for entrance and egress to and from the Burial Lot above-described a right of way in common in the Street fifty (50) feet in width known as Avenue "D" leading from said Oak Street to said Burial Lot. Also all my right, title and interest in and to a certain parcel of land which said Smith had at his decease and which was deeded by John W. Lane to the Executors of the Last Will and Testament of said Francis O. J. Smith, said deed dated July 15, A.D. 1878 and recorded in said Registry of Deeds for said Cumberland County, Book 455, Page 382 situate in Deering aforesaid and in a portion thereof known as Stevens Plains, bounded and described as follows, to wit: Beginning at a granite monument in the easterly sideline of the County road that crosses said Plains; thence running south sixty-four and one-half ( $64 \frac{1}{2}$ ) degrees East four hundred and forty-one (441) feet to the westerly corner of the Cemetery wall built by said Smith and still in the same course following the southerly exterior sideline of said wall two hundred and nine and one-half ( $209 \frac{1}{2}$ ) feet more to the southerly corner thereof; thence at a right angle North twenty-five and one-half ( $25 \frac{1}{2}$ ) degrees East by the easterly exterior sideline of said wall two hundred and two and one-half ( $202 \frac{1}{2}$ ) feet to the easterly corner thereof; thence at a right angle North sixty-four and one-half ( $64 \frac{1}{2}$ ) degrees West by the northerly exterior line of said wall two hundred and nine and one-half ( $209 \frac{1}{2}$ ) feet to the northerly corner thereof and still in the same course four hundred and sixty-five (465) feet to a point in said easterly sideline of said County road two hundred and three (203) feet distant from the granite monument first above-mentioned; thence by said County road line southwesterly two hundred and three (203) feet to said first mentioned monument with the buildings thereon reserving, excepting and excluding from this conveyance a lot sixty and one-half ( $60 \frac{1}{2}$ ) feet square enclosed within the outer corners of four (4) granite posts set in the ground by said Smith. Said reserved lot being near the entre of the enclosure surrounded by the Cemetery wall aforesaid and containing in the middle thereof the tomb built by said Smith wherein his body and the bodies of his parents, children and wives repose. Also reserving a suitable and sufficient right of way to and from said tomb over said granted premises from and to said County road through one of the two entrances left in the westerly wall of said Cemetery for the lineal descendants of said Smith and all other persons who are or hereafter shall be entitled to visit said Cemetery or tomb for burial and all other lawful purposes so long as said tomb shall continue within said Cemetery provided that whenever and so long as a suitable and sufficient right of way to and from said tomb for such persons and purposes from and to Oak Street in said Deering through an entrance in such

case to be made through the northerly wall of said Cemetery equal to either of the two entrances now left in the westerly wall thereof shall be provided and maintained by said grantee, his heirs, representatives, successor or assigns then during such period the right of way hereby reserved over the said granted land from and to said County road shall be and remain in abeyance and no longer.

And when the right of way and entrance through said Cemetery wall to and from said Oak Street shall have been provided according to the foregoing stipulations the two entrances through said westerly wall thereof may be closed and may remain closed so long as said last named right of way and entrance from Oak Street shall be maintained as aforesaid and no longer.

This deed is made and accepted with the express agreement and subject to the condition that the Cemetery wall aforesaid and the entrance aforesaid through the same shall be maintained in as good repair by said grantee, his heirs, representatives, successors or assigns at his or their own expense as the said wall now is so long as said tomb shall continue within said Cemetery also to the further condition and stipulations that no portion of said Cemetery or area enclosed within said wall shall ever be sown or planted for crops or ploughed or in any way cultivated or used for agricultural purposes and that no building of any description shall be erected thereon so long as said tomb shall continue in said Cemetery.

Also all right, title and interest in and to a certain parcel of land which the Inhabitants of the Town of said Deering conveyed by deed bearing date July 25 A.D. 1881, said deed being recorded in said Registry of Deeds for Cumberland County August 4, A.D. 1881, Book 481, Page 1 situate in said Deering, bounded and described as follows, to wit, bounded on the southerly side of Oak Street, so-called and fronting on said Street thirty-two (32) feet and six (6) inches; thence southerly holding said width one hundred and seven (107) feet and four (4) inches; thence easterly thirty-two (32) feet and six (6) inches in a line distant one hundred and seven (107) feet and seven (7) inches from the southerly side of Oak Street aforesaid and thence to the front line first mentioned on said Street. It being lot numbered thirty-six (36) on a plan of the premises described and of adjoining lots by C. H. Howes Civil Engineer 1 June A.D. 1864 and being the same lot conveyed to Edward Tarrell otherwise called Edward Farrell otherwise called Edward Tirrell by Francis O. J. Smith by said Smith's deed dated June 11, A.D. 1882 and recorded in Cumberland County Registry of Deeds, Book 395, Page 17.

Being the same premises conveyed to St. Joseph's Convent and Hospital by James Augustine Healy by deed dated April 29, 1882 and recorded in said Registry of Deeds in Book 486, Page 322, as affected by instrument recorded in said Registry of Deeds in Book 498, page 178.

**PARCEL 3:**

A certain parcel of land in said Town of Deering, and in a portion thereof known as Stevens Plains, viz: Beginning at a granite monument in the easterly sideline of the County road that crosses said Plains; thence running South sixty-four and one-half (64 1/2) degrees East four hundred and forty-one (441) feet to the westerly corner of the Cemetery wall built by said Smith and still in the same course following the southerly exterior sideline of said wall two hundred and nine and one-half (209 1/2) feet more to the southerly corner thereof; thence at a right angle North twenty-five and one-half (25 1/2) degrees East by the easterly exterior sideline of said wall two hundred and two and one-half (202 1/2) feet to the easterly corner thereof; thence at a right angle North sixty-four and one-half (64 1/2) degrees West by the northerly exterior line of said wall two hundred and nine and one-half (209 1/2) feet to the northerly corner thereof and still in the same course four hundred and sixty-five (465) feet to a point in said easterly line of said County road two hundred and three (203) feet distant from the granite monument first above-mentioned; thence by said County road line southwesterly two hundred and three (203) feet to said first mentioned monument with the buildings thereon reserving, excepting and excluding from this conveyance a lot sixty and one-half (60 1/2) feet square enclosed within the outer corners of four (4)

granite posts set in the ground by said Smith, said reserved lot being near the center of the enclosure surrounded by the cemetery wall aforesaid and containing in the middle thereof the tomb built by said Smith wherein his body and the bodies of his parents, children and wives repose.

Also reserving a suitable and sufficient right of way to and from said tomb over said granted premises from and to said County road through one of the two entrances left in the westerly wall of said cemetery for the lineal descendants of said Smith and all other persons who are or hereafter shall be entitled to visit said cemetery or tomb for burial and other lawful purposes so long as said tomb shall continue within said cemetery provided that whenever and so long as suitable and sufficient right of way to and from said tomb for such persons and purposes from and to Oak Street in said Deering through an entrance in such case to be made through the northerly wall of said Cemetery equal to either of two entrances now left in the westerly wall thereof shall be provided and maintained by said grantees, their heirs, representatives, successors or assigns then and during such period the right of way hereby reserved over the said granted premises from and to said County road shall be and remain in abeyance and no longer.

And when the right of way and entrance through said cemetery wall to and from said Oak Street shall have been provided according to the foregoing stipulations the two entrances through said westerly wall therefrom be closed and may remain closed as long as said last named right of way and entrance from Oak Street shall be maintained as if resaid and no longer.

This deed is made and accepted with the express agreement and subject to the condition that the cemetery wall aforesaid and the entrance aforesaid through the same shall be maintained in as good repair by the said grantees, their heirs, representatives, successors or assigns at their own expense as the said wall now is so long as said tomb shall continue within said cemetery. Also to the further condition and stipulation that no portion of said cemetery or area enclosed within said wall shall ever be sown or planted for crops or ploughed or in any way cultivated or used for agricultural purposes and that no building of any description shall be erected thereon so long as said tomb shall continue in said cemetery.

Being the same premises conveyed to St. Joseph's Convent and Hospital by Charles W. Goddard, et al. by deed dated October 25, 1882 and recorded in said Registry of Deeds in Book 494, Page 178.

**PARCEL 4:**

The following described real estate situate in said Deering, to wit: A certain lot of land with the buildings thereon bounded and described as follows, viz: Beginning at the northeasterly corner of a lot of land conveyed to John McDonnells by Francis O. J. Smith; thence easterly on Oak Street thirty-two (32) feet and six (6) inches; thence southerly holding the width of said thirty-two (32) feet and six (6) inches from the easterly sideline of said McDonnells land one hundred and eight (108) feet and five (5) inches; thence westerly to the southeast corner of said McDonnell's land; thence northerly one hundred and eight (108) feet and three (3) inches to the southerly sideline of Oak Street and to the point begun at. Also a certain lot of land in said Deering described as follows, viz: Commencing on Oak Street above-named on the westerly corner of the above-named lot; thence by said Oak Street thirty (30) feet and six (6) inches to a point; thence extending back holding to the width of thirty-two (32) feet and six (6) inches, one hundred and eight (108) feet and one (1) inch.

Being the same premises conveyed to Saint Joseph's Covent and Hospital by Timothy P. Linnehan by deed dated April 12, 1883 and recorded in said Registry of Deeds in Book 496, Page 71.

**PARCEL 5:**

A lot of land situated on the corner of Spring and Cherry Streets in Maple Grove in said Deering, being numbered sixteen as per plan of said Grove deposited in the office of the Register of Deeds for said County of Cumberland on the twenty-fourth day of October, 1865, said Grove being situated on the westerly side of Forest Avenue and on the southerly side of Oak Street. Said lot numbered sixteen commencing at the junction of Spring and Cherry Streets on the northerly side of Cherry Street and running in a northwesterly direction one hundred and thirty-one (131) feet to land owned formerly by F. O. J. Smith; thence in a southwesterly direction on the line of said Smith land one hundred forty-four (144) feet six (6) inches to the corner; thence in a southeasterly direction one hundred and thirty-one (131) feet on the line of said Smith land; thence in a northeasterly direction one hundred sixty-seven (167) feet to the first bounds mentioned. Said lot containing twenty thousand two hundred and eighty (20,280) square feet.

Also another lot of land situated on the northwest side of Cherry Street in said Maple Grove and numbered fifteen on said plan and bounded as follows: Commencing at the southeast corner of land now or formerly of A. T. Smith and running in a northwesterly direction on the line of said A. T. Smith land one hundred twenty-seven (127) feet and six (6) inches to land owned formerly by F. O. J. Smith; thence southwesterly on the line of said F. O. J. Smith land sixty-nine (69) feet; thence in a southeasterly direction on the line of lot numbered sixteen one hundred and thirty-one (131) feet to the head of Spring Street; thence on a line with Cherry Street sixty-nine (69) feet to the first bounds mentioned; said lot containing eight thousand nine hundred and one (8,901) square feet. Including herein all lands conveyed by Livonia W. Jaques to said Manns Boyce by deed dated October 3, A.D. 1889.

Being the same premises conveyed to St. Josephs Convent and Hospital by Manns Boyce by deed dated October 3, 1889 and recorded in said Registry of Deeds in Book 563, Page 275.

**PARCEL 6:**

A certain lot or parcel of land situated in Deering, County of Cumberland and State of Maine, bounded and described as follows: Beginning at the corner bounded by the southerly sideline of Oak Street and the easterly side of the Stevens Plains road, so-called; thence southerly along the easterly side of said Stevens Plains road seventy (70) feet and eight (8) inches; thence easterly one hundred (100) feet and nine (9) inches to land conveyed to John Bell by Francis O. J. Smith by his deed dated January 20, 1876 and recorded in Cumberland County Registry of Deeds, Book 426, Page 357 to a point in the westerly sideline of said Bell lot seventy (70) feet six (6) inches from the southerly sideline of said Oak Street, measuring from the most northwesterly corner of said Bell lot; thence by said Bell lot to said Oak Street; thence westerly by said southerly sideline of Oak Street one hundred nine (109) feet to the first bounds.

Being the same premises conveyed to St. Joseph's Convent and Hospital by the Roman Catholic Bishop of Portland by deed dated January 6, 1898 and recorded in said Registry of Deeds in Book 698, Page 426.

**PARCEL 7:**

A certain parcel of land situated in Deering, County of Cumberland, State of Maine, bounded and described as follows: Beginning on the southerly sideline of Oak Street one hundred nine (109) feet easterly from the corner formed by said southerly line and the easterly side of the Stevens Plains road, so-called and at the northeasterly corner of a parcel of land conveyed to Robert A. Bell by Royal E. Dean and another by deed dated November 27, 1878 and recorded in Cumberland County Registry of Deeds, Book 453, Page 347; thence southerly by the easterly line of said Bell lot and on the same line produced one hundred five (105) feet and nine (9) inches to a point, said point being ninety-six (96) feet and eight (8) inches easterly from said easterly side of said Stevens Plains road; thence easterly ninety-seven (97) feet six (6) inches to a point, which point is one hundred six (106) feet and four (4) inches from the said



southerly sideline of Oak Street; thence northerly to said southerly sideline of Oak Street to a point, which point is ninety-seven (97) feet six (6) inches easterly of the point begun at; thence westerly by said southerly sideline of Oak Street to the first mentioned point, being lots 16, 18 and 20 on a plan of said premises made by Charles H. Howe, surveyor, and being the same conveyed to John Bell by Francis O. J. Smith by his deed dated January 29, 1876 and recorded in said Registry of Deeds in Book 426, Page 357 and which was inherited from him with the buildings thereon.

Being the same premises conveyed to St. Joseph's Convent and Hospital by the Roman Catholic Bishop of Portland by deed dated January 11, 1898 and recorded in said Registry of Deeds in Book 698, Page 427.

**PARCEL 8:**

A certain lot or parcel of land situated in Portland, Maine, in the Deering District, so-called and being a portion of "Forest Home" so-called, bounded and described as follows, to wit: Beginning at a point on the east side of Stevens Avenue, so-called, which point is the southwest corner of land owned by St. Joseph's Convent and Hospital; thence running southwest along said Avenue a distance of two hundred (200) feet to a point; thence on a course of about South fifty-eight degrees, thirteen minutes East (S 58° 13' E) to a point opposite the southeast corner of land above mentioned as owned by said Convent and Hospital and at right angles with the south line of said land; thence Northeast to said southeast corner above-mentioned; thence northwesterly along the south line of the said line to the point begun at.

Being the same premises conveyed to St. Joseph's Convent and Hospital by James P. Baxter by deed dated March 10, 1908 and recorded in said Registry of Deeds in Book 821, Page 57.

**PARCEL 9:**

Land situated in Portland, Maine, in the Deering District, so-called, and being a portion of "Forest Home" so-called, bounded and described as follows, to wit: Beginning at the northeast corner of land conveyed by James P. Baxter to St. Joseph's Convent and Hospital by deed March 10, 1908 and recorded in the Cumberland County Registry of Deeds, Book 821, Page 57, thence from said corner running southwest along the easterly sideline of said land and along the easterly side of land conveyed by James P. Baxter to Roman Catholic Bishop of Portland by deed dated March 10, 1908, and recorded in said Registry, Book 821, Page 59, to the southeast corner of said last described land; thence southeast on a prolongation of the southerly line of said last mentioned land to a point on the westerly side of Forest Avenue, which point is four hundred (400) feet south measured on said avenue from land once belonging to the heirs of William Ewing or others, on said avenue, called Maple Grove; thence northwesterly along said avenue four hundred (400) feet to the land formerly of said Ewing or others; thence northwesterly along the southerly line of said Ewing's land and the land of others and northwest along the rear line of lots fronting on Holly Street, to the point of beginning, together with a right of way in common with said James P. Baxter, his heirs and assigns, in a strip of land thirty-three (33) feet wide adjoining the southerly sideline of said lot above described, and subject to a right of way reserved to said James P. Baxter, his heirs and assigns, in a similar strip of land thirty-three (33) feet wide lying on the northerly side of said southerly sideline.

Being the same premises conveyed to St. Joseph's Convent and Hospital by St. Elizabeth's Roman Catholic Asylum by deed dated August 20, 1941 and recorded in said Registry of Deeds in Book 1649, Page 160.

**PARCEL 10:**

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

Beginning on the most northeasterly corner of land now or formerly belonging to John Bell in the southerly sideline of Oak Street, now Walton Street; thence extending southerly by the easterly sideline of said Bell's land one hundred six (106) feet and four (4) inches; thence easterly forty-eight (48) feet nine (9) inches to a point one hundred six (106) feet seven (7) inches from said Oak Street, now Walton Street; thence to the southerly line of said street at a point forty-eight (48) nine (9) inches from the first bounds mentioned; thence to said first bounds, being all of Lot No. 22 and one-half of Lot No. 24 on a plan made C. H. Howe in June 1864 and being the second parcel conveyed to Ann R. Bramhall, et al. by Francis O. J. Smith by deed dated May 27, 1876, recorded in Cumberland County Registry of Deeds, Book 434, Page 201, the said Bramhall having conveyed her interest to Deane and Brooks by deed dated June 21, 1877, recorded in said Registry in Book 442, Page 316.

Also a certain lot or parcel of land with any buildings thereon situated on the easterly side of Stevens Avenue in said Portland and bounded and described as follows, to wit:

Beginning at a point on the east side of Stevens Avenue, so-called, which point is the southwest corner of land conveyed to St. Joseph's Convent and Hospital by James P. Baxter by deed dated March 10, 1908; thence running southwest along said Avenue a distance of two hundred (200) feet to a point; thence southeast along a line which, if extended through to Forest Avenue, would strike said Avenue at a point four hundred (400) feet south of the land on said Avenue once belonging to the heirs of William Ewing or others called Maple Grove, to a point in said line opposite the southeast corner of the land of the said Convent and Hospital, which point would be the prolongation of the easterly line of land conveyed to said St. Joseph's Convent & Hospital by said James P. Baxter by deed dated March 10, 1908; thence northeast along said prolongation to the southeast corner of said land conveyed to St. Joseph's Convent & Hospital by James P. Baxter by deed dated March 10, 1908; thence northwest along the south line of said land to the point begun at.

Together with a right of way and subject to a right of way as is more fully described in a deed from James P. Baxter to Roman Catholic Bishop of Portland dated March 10, 1908 and recorded in Cumberland County Registry of Deeds, Book 821, Page 59, to which deed and record thereof reference is hereby made for a more particular description of said right of way.

Also a certain lot or parcel of land with any buildings thereon situated on Holly Street in said Portland and bounded and described as follows, to wit:

Land and buildings situated in Maple Grove, so-called, in said Portland, being Lot No. 17 as per plan of said Grove, recorded in Cumberland County Registry of Deeds, Plan Book 2, Page 52, bounded and described as follows: Beginning at the northerly corner of said lot at the southwesterly corner of Holly Street, formerly Spring Street, on the westerly line of Fern Street, formerly Cherry Street, as delineated on said plan; thence southwest by land now or formerly of Rev. Parker Jaques one hundred forty-three (143) feet to land formerly of F. O. J. Smith; thence southeasterly on said Smith's land sixty-nine feet; thence northeasterly on Lot No. 18, one hundred thirty-seven (137) feet to said Holly Street; thence on said Street sixty-nine (69) feet to the first mentioned bounds, containing nine thousand six hundred sixty (9,660) feet.

Being the same premises conveyed to St. Joseph's Convent & Hospital by Roman Catholic Bishop of Portland by deed dated August 20, 1941 and recorded in said Registry of Deeds in Book 1652, Page 357.

**PARCEL 11:**

A certain lot or parcel of land, situated in said Portland on the westerly side of Forest Avenue and the southerly side of Holly Street, bounded and described as follows: Beginning at a point where the southerly sideline of Holly Street intersects the westerly sideline of Forest Avenue; thence southerly on the westerly sideline of Forest Avenue one hundred (100) feet to a stake; thence northwesterly one hundred eighty-five (185) feet, more or less, to a stake and land formerly owned by P. H. Lennon; thence northeasterly along said land eighty-five (85) feet, more or less, to the southerly sideline of said Holly Street; thence by the said southerly sideline of said Holly Street southeasterly one hundred twenty-two (122) feet, more or less, to Forest Avenue and point of beginning, containing 13,000 square feet, more or less.

**PARCEL 12:**

Also another certain lot or parcel of land situated in said Portland on the westerly side of Forest Avenue, and bounded and described as follows: Beginning at a point on the westerly sideline of Forest Avenue one hundred (100) feet southerly from the point where the southerly sideline of Holly Street intersects the westerly sideline of Forest Avenue; thence southerly along the westerly sideline of Forest Avenue, a distance of eighty-one and one-half (81 1/2) feet, more or less, to a stake; thence northwesterly one hundred seventy-four (174) feet, more or less, to the division line between said lot and land formerly owned by James P. Baxter; thence northwesterly by said land forty-nine (49) feet, more or less, to a stake; thence westerly by said land twenty-one (21) feet, more or less, to a stake; thence northeasterly along said land forty-seven (47) feet to a stake and the southerly sideline of Parcel 11; thence southeasterly by said Parcel 11, one hundred eighty-five (185) feet, more or less, to said Forest Avenue, and the point of beginning, containing 12,300 square feet, more or less.

**PARCEL 13:**

A certain lot or parcel of land situated on the westerly side of Forest Avenue, in said Portland, bounded and described as follows: Beginning at a point in the westerly sideline of Forest Avenue distant thereon southerly one hundred eighty-one and fifty-four hundredths (181.54) feet from its intersection with the southerly sideline of Holly Street; thence southerly by said westerly sideline of Forest Avenue, eighty-one and fifty-four hundredths (81.54) feet to a point; thence northwesterly by Parcel 14 hereof, eighty-seven (87) feet, more or less, to land formerly of James P. Baxter; thence northwesterly by said land, one hundred forty-seven (147) feet, more or less, by Parcel 12 hereof; thence by said Parcel 12 southeasterly, one hundred seventy-four (174) feet, more or less, to the point of beginning.

**PARCEL 14:**

A certain lot or parcel of land situated in said Portland, bounded and described as follows: Beginning at a point on the westerly sideline of Forest Avenue, two hundred sixty-three (263) feet, more or less, from the point where the southerly line of Holly Street intersects the westerly sideline of Forest Avenue; thence southerly by the westerly sideline of Forest Avenue, eighty-one and one-half (81 1/2) feet, more or less, to an old wall at a point where the division line between said lot and land formerly owned by James P. Baxter intersects the westerly sideline of Forest Avenue; thence northwesterly along said division line, one hundred forty-seven (147) feet, more or less, to the southerly sideline of land devised to William L. Ewing being Parcel 13 hereof; thence along said Parcel 13, eighty-seven (87) feet, more or less, to the westerly sideline of Forest Avenue and the point of beginning.

**PARCEL 15:**

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of Holly Street in said Portland, and bounded and described as follows: Beginning on said Holly Street at the northwesterly corner of lot numbered eighteen (18) as per a plan of "Maple Grove" recorded in the Cumberland County Registry of Deeds, October 24, 1865, and running in a southwesterly direction, one hundred thirty-seven (137) feet to land now or formerly of F. O. J. Smith; thence southeasterly on said Smith line, one hundred thirty-eight (138) feet to the westerly sideline of lot numbered twenty (20) as per said plan; thence in a northeasterly direction, one hundred thirty-seven (137) feet to said Holly Street; thence in a northwesterly direction on the line of said Holly Street, one hundred thirty-eight (138) feet to the first bounds. Containing eighteen thousand five hundred nine (18,509) square feet, more or less.

Excepting and reserving from the above-described premises, however, a certain lot or parcel of land conveyed by Bridget Kenney, as Administratrix of the Estate of Patrick Kenney, to Michael O'Connor by deed dated July 6, 1880 and recorded in Cumberland County Registry of Deeds, Book 459, Page 338, said described land being a triangular parcel measuring eight (8) feet on the street line and extending back to a point of intersection of the southeasterly corner of lot numbered nineteen (19) with the southwesterly corner of lot numbered twenty (20).

Being the same premises conveyed to St. Joseph's Convent and Hospital by Saint Joseph's Academy and College for Women by deed dated July 20, 1971 and recorded in said Registry of Deeds in Book 3181, Page 454 and re-recorded in Book 3205, Page 118.

**PARCEL 16:**

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of Holly Street (formerly Spring Street) in the Deering District of said Portland, and bounded and described as follows:

Beginning on said Holly Street at the northwesterly corner of lot numbered eighteen (18) as per a plan of "Maple Grove" recorded in Cumberland County Registry of Deeds, October 24, 1865 and running in a southwesterly direction one hundred thirty-seven (137) feet to land now or formerly of F. O. J. Smith; thence southeasterly on said Smith line one hundred thirty-eight (138) feet to the westerly sideline of lot numbered twenty (20) as per said plan; thence in a northeasterly direction one hundred thirty-seven (137) feet to said Holly Street; thence in a northwesterly direction on the line of said Holly Street one hundred thirty-eight (138) feet to the first bounds. Containing eighteen thousand five hundred nine (18,509) square feet, more or less. The above described distances are more or less.

Excepting and reserving from the above-described premises, however, a certain lot or parcel of land conveyed by Bridget Kenney, as Administratrix of the Estate of Patrick Kenney, to Michael O'Connor by deed dated July 6, 1880 recorded in Cumberland County Registry of Deeds in Book 459, Page 338, said described land being a triangular parcel measuring eight (8) feet on the street line and extending back to the point of intersection of the southeasterly corner of lot numbered nineteen (19) with the southwesterly corner of lot numbered twenty (20).

Being the same premises conveyed to Saint Joseph's Convent and Hospital by Joseph W. Finney by deed dated July 13, 1977 and recorded in said Registry of Deeds in Book 4067, Page 310.

Excepting the following out sales:

1. Sale from Seller to Diocesan Bureau of Housing by deed dated July 21, 1971 and recorded in said Registry of Deeds in Book 31818, Page 458; and

2. Sale from Seller to Joseph W. Finney by deed dated July 13, 1977 and recorded in said Registry of Deeds in Book 4055, Page 45; and
3. Sale from Seller to Timothy A. Hoyt by deed dated December 8, 1986 and recorded in said Registry of Deeds in Book 7537, Page 256

**RESERVING**, to Grantor, its successors and assigns, Lot 1 (St. Catherine's Residence) as shown on the Subdivision Plan, which Lot is not hereby conveyed.

**ALSO RESERVING**, to Grantor, its successors and assigns, for the benefit of Lot 1, the following rights and easements:

1. A perpetual non-exclusive right and easement for access and utilities, and to pass and repass on foot and with vehicles at any and all times, over, under, across and through the 50' Access & Utility Easement located on Lot 3, as shown on the Subdivision Plan and identified thereon as "Easement 2", together with the right to use, maintain, repair, inspect and operate any existing utilities located in the 50' Access & Utility Easement currently serving Lot 1. Grantee shall maintain Easement 2 in good condition and repair, including reasonably free from ice and snow, at Grantee's sole cost, except to the extent that any such repair is caused by the intentional misconduct or willful violation of law by Grantor or its tenants, guests or invitees.
2. A perpetual non-exclusive right and easement over the Easements identified on the Subdivision Plan as "#6, Utility & Drainage Easement", and "#7 30' Drainage Easement", for drainage purposes referenced on the Subdivision Plan, as the same may be relocated by Grantee from time to time. Grantee shall have the right to connect to any such utilities or facilities, in the same manner as provided in Paragraph 4(b) of this deed.
3. A perpetual non-exclusive right and easement over the within-conveyed premises to use, maintain, repair, inspect and operate any existing utilities currently serving Lot 1, if any, provided, however, that Grantee shall have the right to relocate any such utilities in connection with its use and development of the within-conveyed premises and such utility service is not interrupted.

**EXHIBIT B**

(Attached to and forming a part of  
Quitclaim Deed With Covenant from  
St. Joseph's Convent and Hospital to  
Sea Coast at Baxter Woods Associates, LLC)

**PERMITTED EXCEPTIONS**

The Premises conveyed hereby are conveyed subject to the following: (i) real estate taxes which are not yet due or payable; (ii) any encumbrances listed in Exhibit A to this deed or which exist of record in the Cumberland County Registry of Deeds as of June 16, 2014; (iii) that certain Lease Agreement between Grantor as landlord and McAuley Education Center d/b/a Catherine McAuley High School, dated as of December 31, 2014, and the rights of the tenant thereunder; (iv) customary public utility easements serving the Premises; and (v) any matter caused by, or arising from the actions of, Grantee, its agents or contractors, or anyone claiming by, through or under any of them.

Received  
Recorded Register of Deeds  
Dec 16, 2016 02:39:24P  
Cumberland County  
Nancy A. Lane

## **DECLARATION OF COVENANTS AND EASEMENTS**

This Declaration of Covenants and Easements is made this 5th day of May, 2017, by Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant has acquired certain property located at Stevens Avenue and Walton Street in Portland, Maine, more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant desires to provide for the use and improvement of certain Common Facilities, as hereafter defined, located or to be located on such property in accordance with a harmonious plan for its development, including utilities, rights-of-way, easements, and roads, all to assure that Owners of said Lots, their successors and assigns, shall benefit from the easements and covenants set forth herein; and

NOW, THEREFORE, Declarant hereby declares that all of the Lots, as hereafter defined (including Lot 1 only if hereafter acquired by Declarant) and all of the Common Facilities shall be held, occupied, improved, transferred, sold, leased and conveyed subject to the protective covenants and restrictions, the reservations and exceptions, the common rights and easements, and the provisions for a lot owners association as set forth herein, all of which are declared to be in furtherance of a common scheme for the development of the property and that said protective covenants, reservations, common easements, and provisions for a lot owners association are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the Lots, to create mutual equitable servitudes upon each of the Lots in favor of each and all other Lots and to create reciprocal rights and those in privity of contract or estate between all persons acquiring or owning any interest in any portion of the property, including Declarant, and Declarant's grantees, successors and assigns, and shall be deemed to run with the land and be a burden and benefit to and enforceable by the Association and all such Lot Owners, including Declarant and Declarant's grantees, successors and assigns, all on the following terms and conditions:

### **ARTICLE 1. DECLARATION PURPOSES**

Section 1.1. General Purposes: Declarant is the owner of certain real property located at Stevens Avenue and Walton Street in the City of Portland, County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and made a part hereof, and desires to create a planned development thereon. Declarant, at such time that Declarant acquires title to Lot 1, may add Lot 1 to this Declaration by recording a supplement to this Declaration stating that Lot 1 is subject to the terms and conditions of this Declaration. Declarant desires to subject the Lots to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Lots and each owner thereof. Declarant also desires to establish a lot owners association as a method for the administration, maintenance, preservation, use and enjoyment of the Common Facilities.

Section 1.2. Declaration: To further the general purposes herein expressed, Declarant, for itself and its successors and assigns, hereby declares that the Lots, whether or not referred to in any deed of conveyance of such Lots, at all times shall be held, transferred, used, sold, conveyed and occupied subject to and with the benefit of the covenants, restrictions, easements, charges and liens hereinafter set forth.

### **ARTICLE 2. DEFINITIONS**

The following words and terms when used in this Declaration or any supplemental declaration, and whether or not capitalized (unless the context indicates otherwise), shall have the following meanings:

"Association" shall mean the 605 Stevens Avenue Lot Owners Association, a Maine non-profit corporation with a place of business in Portland, Maine.

"Board" or "Board of Directors" shall mean the duly appointed or elected Board of Directors of the Association.

"Bylaws" shall mean the duly adopted bylaws of the Association, including any amendments thereto as may be adopted from time to time.

"Common Expenses" shall mean the actual and estimated expenses of operating the Association and constructing, installing, maintaining, repairing, replacing and upgrading from time to time the Common Facilities, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration and the Bylaws of the Association.

"Common Facilities" shall mean all easements, roads, parking areas, utility lines and facilities and drainage facilities shown on the Plan or described in this Declaration that serve or benefit more than one Lot.

"Eligible Mortgage Holder" means the holder of record of a recorded first or second mortgage on a Lot or Unit which has delivered written notice to the Association stating its name and address, the name and address of the Owner, the identifying number of the Lot and if the Lot is a condominium the number of the Unit on which the mortgage is held, and that such mortgage is a recorded first or second mortgage.

"Investor Limited Partner" means 481 Maine and New Hampshire Housing Fund III Limited Partnership, a Maine limited partnership, in its capacity as investor limited partner of Motherhouse Associates LP, its successors and assigns.

"Lot" shall mean and refer to the individual lots indicated on the Plan.

"Mortgagee" shall mean the holder of a recorded mortgage or deed of trust on a Lot or a Unit.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot (or if any Lot is subjected to the condominium form of ownership, to any Unit in such condominium), but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Plan" shall mean, collectively, that subdivision plan entitled "Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue & Walton Street, Portland, Maine", made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, as revised through June 15, 2016, and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 433, as amended by the First Amended Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated April 10, 2017, and recorded in the Cumberland County Registry of Deeds, Plan Book 217, Page 151, as amended from time to time and the Plan of Lot 3 Sectional Subdivision Plat Motherhouse-88 Units made for Motherhouse Associates LP by Titcomb Associates, dated June 24, 2015 recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 434, as amended by the First Amended Plan of Lot 3 Sectional Subdivision Plat Motherhouse-88 Units made for Motherhouse Associates LP by Titcomb Associates, dated April 10, 2017 recorded in the Cumberland County Registry of Deeds in Plan Book 217, Page 152.



"Project Documents" shall mean, collectively the Plan as approved by the City of Portland Planning Board, as amended from time to time including the submissions therewith, and all other governmental approvals relating to construction or use of improvements on the Properties, which include the parking management plan and the storm water operations and maintenance provisions set forth or referenced therein.

"Properties" shall mean and refer to the Lots and the easement rights and Common Facilities described herein.

"Proportionate Share" shall mean for each Lot, a fraction, the numerator of which is the square footage area of the buildings located on such Lot and the denominator of which is the total square footage area of the buildings located on all of the Lots, and shall mean for each Unit, a fraction, the numerator of which is the square footage area of the buildings that are part of the Unit (including its allocated interest in any buildings that are common elements of the condominium) and the denominator of which is the total square footage area of the buildings located on all of the Lots. The initial Proportionate Share of each Lot and Unit as of the date of this Declaration is set forth in Exhibit B hereto, and such Exhibit B shall be revised by the Association annually, as needed, in accordance with any changes to the square footage area of the buildings located on the Lots or in the Units. The total square footage of buildings in calculation of the Proportionate Share of each Lot or Unit will be estimated by the Association based on a certification of an architect or engineer retained by the Association.

"Unit" shall mean a unit in a condominium if a Lot is subject to the condominium form of ownership.

### **ARTICLE 3. PROPERTIES**

Section 3.1. Properties: The Lots and Common Facilities which are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration are located in the City of Portland, County of Cumberland and State of Maine and shown on the Plan. Common Facilities located on a Lot or Unit shall be owned by the Owner of such Lot or Unit but shall be subject to the rights, easements, terms and conditions of this Declaration. The interests in the Common Facilities cannot be separated from the associated Lot or Unit.

### **ARTICLE 4. GENERAL RESTRICTIONS**

Section 4.1. Utility Lines: All Common Facilities located on any Lot shall be constructed, maintained, repaired and replaced in compliance with all applicable federal, state and local laws, regulation, ordinances, permits and approvals. The Association shall have access to each of the Lots for purposes of constructing, installing, maintaining, repairing and replacing the Common Facilities.

Section 4.2. Rules and Regulations: In order to ensure the peaceful and orderly use and enjoyment of the Common Facilities, the Association may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called Rules and Regulations, governing the use, maintenance and protection of the Common Facilities, as reasonably necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration.

Section 4.3. National Park Service Standards. Declarant, for itself and the Association, acknowledges that (i) Unit 1 of 605 Stevens Avenue Condominium, i.e., the Motherhouse Building, on Lot 3, will be rehabilitated according to the United States Department of Interior, National Park Service's historic rehabilitation standards (the "NPS Standards"), allowing the owner of such Unit 1 to claim federal and state historic rehabilitation tax credits, and (ii) that Unit 1 and the other structures on Lot 3 and a portion of Lot 4 are functionally related historically and are part of an historic district. Accordingly, the

Declarant, for itself, the Owners and the Association, hereby declares and agrees that for a period of five (5) years after the completion of the initial rehabilitation of Unit 1, all construction, installation, maintenance, repair, replacement and upgrading of the Common Facilities, all demolition or work on the buildings or construction on Lot 3, and all construction and work on the portion of Lot 4 that is part of the historic district undertaken shall comply in all respects with any applicable provisions of the NPS Standards, and the Owner of said Unit 1 shall have the right to compel all such construction, maintenance, repair, replacement and upgrading of the Common Facilities, all such demolition or work on the buildings or construction on Lot 3 and all such construction or work on the portion of Lot 4 that is part of the historic district be done in accordance with applicable NPS standards in order to avoid any recapture of such tax credits. If the Owner of Unit 1 becomes aware of any proposed construction, installation, maintenance, repair, replacement and upgrading of the Common Facilities, any proposed demolition or work on the buildings or construction on Lot 3 or any proposed construction or work on the portion of Lot 4 that is part of the historic district that would be in violation of the provisions of this Section, it shall give prompt notice to Declarant, the Owners and the Association of such non-compliance and may take all actions necessary to ensure compliance with the NPS Standards and prevent recapture of the federal and state historic rehabilitation tax credits. The Owners of Lots, the Owners of Units 2 and 3 on Lot 3 and the Declarant agree to indemnify and hold harmless the Owner of Unit 1 from any damage incurred by the Owner of Unit 1 due to their failure to comply with these standards.

Section 4.4. Use Restrictions. Each Owner covenants and agrees that no noxious activity shall be carried on any Lot, nor shall anything to be done or kept on any Lot which is a public or private nuisance. The following uses will not now or hereafter be permitted in any portion of any Lot: (i) gambling, betting, gaming or anything similar thereto, (ii) a liquor store, (iii) any type of sexually oriented business, adult entertainment or adult bookstore; including but not limited to any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); adult oriented products or entertainment, (iv) a tanning salon, massage or tattoo parlor, (v) the sale of any firearms, ammunition or weapons, or a shooting gallery of any type; (vi) the sale of fireworks, except as an incidental part of another primary business; (vii) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; (viii) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (ix) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (x) debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as such activities are incidental to banking activities conducted by a state or Federally chartered bank or thrift; (xi) bail bond services of any kind, or any activities of a bail bond agent; (xii) the sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC, as well as any substance considered to be synthetic cannabinoids (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization.); (xiii) the sale, distribution, or manufacture of any type of drug paraphernalia; (xiv) any use that would unreasonably increase the rate of casualty insurance upon any Lot or the Property, or (xv) any use that would cause the cancellation of any insurance policy on any Lot or the Property and prevent the replacement of said policy on commercially reasonable terms.

**ARTICLE 5. MEMBERSHIP AND VOTING RIGHTS**  
**IN THE ASSOCIATION; ASSOCIATION PURPOSE AND POWERS**

Section 5.1. Members: Each Owner shall by virtue of, and during, its ownership of a Lot or Unit, be a member of the Association. Association membership shall be appurtenant to each Lot and may not be separated from Lot ownership.

Section 5.2. Voting: Each Owner (or their designee) shall be entitled to vote the number of votes equal to the Proportionate Share allocated hereunder to the Lot times 100, provided, however, that each Owner shall have at least 1 vote. A simple majority in interest of the members of the Association shall constitute a quorum for any meeting of the Association, and a simple majority of the members present at a meeting may take any action; provided, however, that amendments to this Declaration may be adopted only in accordance with the provisions of Article 9 hereof. Other provisions for the operations of the Association shall be set forth in any By-Laws adopted by the Association.

Section 5.3. Association's Obligations: The Association shall construct, install, operate, maintain, repair, and replace the Common Facilities in accordance with this Declaration and all applicable laws, codes, ordinances, regulations, and governmental permits and approvals and the Project Documents. The Association shall make appropriate arrangements for the timely construction, installation, management, operation, maintenance, snow removal, salting and sanding, repair, resurfacing, repaving and replacement, as necessary, of the Common Facilities. The Association will preserve and maintain for the common benefit of the Lot Owners all of the Common Facilities, keep the same in good and order and repair and comply with and enforce the provisions of this Declaration. The Association shall be responsible for implementing the Project Documents. The Association may purchase liability insurance (or shall otherwise ensure that sufficient liability insurance is secured and maintained for the benefit of the Association, the Lot Owners and the Owners of any Units on the Lots) in amounts as approved by the Owners each year to protect the Association, Lot Owners, the Owners of any Units on the Lots and the Mortgagees from claims for property damage and personal injury caused by, resulting from or arising out of the Association's construction, installation, administration, operation, maintenance, repair and replacement of the Common Facilities and any improvements thereto. The Association shall pay in a timely fashion all expenses necessary or incidental to the performance of its functions and responsibilities.

So long MaineHousing is a Mortgagee, (a) all insurance must comply with MaineHousing's insurance requirements and must be reviewed and approved by MaineHousing in accordance with said requirements, (b) MaineHousing and its successors and assigns must be added as an "Additional Insured" on all liability insurance coverage and added as a "Mortgagee" and "Loss Payee" on all other insurance coverage obtained by the Association, (c) MaineHousing must receive a certificate or memoranda of insurance, as applicable, and a copy of all such insurance policies, (d) the Association must obtain and maintain directors and officers liability and fidelity or employee dishonesty coverage on the members of the board of directors of the Association and any managing agent, and (e) in the event of a notice of cancellation or cancellation of insurance obtained by the Association, MaineHousing shall have the right, but not the obligation, to pay the premiums to maintain the coverage or obtain alternative coverage to protect its interests.

If the Association fails to comply with its obligation to construct, install, maintain, replace or repair any part of the Common Facilities as specified in this Declaration, within a reasonable time after the Owner of requests that such required construction, installation, maintenance, replacement or repair be performed by the Association, not to exceed sixty (60) days, then such Owner shall have the right to perform the required construction, installation, maintenance, replacement or repair, provided that no work done by an Owner shall impair or cause damage to any improvements located on another Lot. Any Owner may at any time commission an engineer's report regarding the necessity or advisability of such construction, installation, maintenance, replacement or repair, and may present that report to the Association. If the Owner has performed such construction, installation, maintenance, replacement or repair pursuant to this paragraph, the Owner may seek reimbursement from the Association as an Association expense for any portion of any expense so incurred by the Owner, the cost of which would not have been allocated to such Owner. If, after a reasonable time, not to exceed sixty (60) days, an Owner is not satisfied with or disagrees with the Association's response, such Owner may submit the dispute, including, without limitation, any request for reimbursement of expenses, if applicable, to the dispute resolution process in accordance with Section 10.4 of this Declaration. The expenses of such

dispute resolution process shall be an Association expense. If the arbitrator finds in favor of the Owner that commissioned the engineering report, the expense of such report shall be an Association expense. Otherwise, such expense shall be borne by said Owner.

Section 5.4. Directors; Officers: Each Owner shall designate one person who shall represent it on the Board of Directors of the Association. The Association shall elect officers who shall be responsible for the performance of the duties of the Association.

Section 5.5. Powers: The Association shall be the governing body for all the Owners with respect to the administration, maintenance, repair, and replacement of the Common Facilities as provided by this Declaration. The Association shall have all powers provided to the Association hereunder, including, but not limited to, the power to: (a) adopt and amend bylaws and rules and regulations; (b) adopt and amend budgets for revenues, and expenditures and collect assessments from Owners; (c) hire and terminate managing agents and other employees, agents and independent contractors; (d) institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Association; (e) make contracts and incur liabilities; (f) regulate and use, maintenance, repair, replacement and modification of the Common Facilities; (g) cause additional improvements to be made as part of the Common Facilities; (h) impose charges for the late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association; (i) impose reasonable charges for the preparation and recording of amendments to the Declaration; (j) provide for the indemnification of its officers and directors and maintenance of directors and officers liability insurance; (k) assign its right to future income for purposes of the Association with the prior approval of all Owners and Eligible Mortgage Holders; (l) exercise any other powers conferred by the Declaration or Bylaws; (m) exercise any other powers necessary and proper for the governance and operation of the Association; (n) grant easements, leases, licenses and concessions through or over the Common Facilities with the prior approval of all Owners and Eligible Mortgage Holders and any such easements, leases, licenses and concessions shall not interfere with the rights of the Owners in such Common Facilities; and (o) enforce compliance with this Declaration, the Plan and the Project Documents.

#### **ARTICLE 6. EASEMENT RIGHTS IN THE PROPERTIES AND OBLIGATIONS OF THE ASSOCIATION WITH RESPECT THERETO**

Section 6.1. Grant and Reservation of Easements: The following Lots shall be conveyed subject to and together with the benefit of the perpetual rights and easements (with the numbering and location of such easement areas to be as shown on the Plan and on the plan attached hereto as Exhibit C) described as follows:

Easement #1 (Parking and Access Easement located on Lot 2): Lot 2 shall be subject to the perpetual right and easement to use the parking spaces located on Lot 2, as shown on the Plan, for the parking of vehicles, in the area shown as Easement #1 (Parking and Access Easement) on the Plan, for the benefit of Lots 1, and 4, in common with Lot 2. The Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement #1 parking area. Notwithstanding any other provision of this Declaration, the expenses and costs of construction, maintenance, repair and improvement of said Easement #1 shall be borne solely by the Owners of Lots 1, 2 and 4.

Easement #2 & Easement #3 and Easement #8 (50' Access, Utility and Drainage Easements located on Lot 3 leading to and from Walton Street and to and from Stevens Avenue): Lot 3 shall be subject to the perpetual right and easement to use the areas shown as Easement 2 (50' Access & Utility Easement) and

Easement 3 (50' Access & Utility Easement) and Easement 8 (50' Access & Utility Easement) on the Plan, for the benefit of Lots 1, 2, and 4, in common with Lot 3, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to pass and repass on foot and with vehicles at any and all times from Walton Street to Lots 1, 2, and 4, in common with Lot 3, together with the right to enter from time to time within said easement areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such easement areas.

b. Utilities; Signs: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over Easements 2, 3 and 8 for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances (but excluding any hazardous, illegal or harmful substances and liquids) together with the right at all times to make connection with all of said facilities to land adjoining the premises. Together with the right to maintain, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances, in all existing locations, even if not part of the areas shown as Easement 2 and Easement 3 and Easement 8, of existing utilities lines, conduits, pipes, mains, poles and wires.

c. Drainage: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to enter such easement areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the any part of the property described in Exhibit A, and to flow and direct water into such easement areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement areas and to work, fill, excavate, tunnel, and/or trench within such easement areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #4 (Access, Parking, Utility and Drainage Easement located on Lot 3 between Stevens Avenue and Easement #2): Lot 3 shall be subject to the perpetual rights and easements to use the area shown as Easement #4 on the Plan, for the benefit of Lots 1, 2 and 4, in common with Lot 3, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement #4, to pass and repass on foot and with vehicles, at any and all times together with the right to enter from time to time within said easement area to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over Easement #4.

b. Utilities; signs: Together with the perpetual right and easement, over Easement #4, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

c. Drainage: Together with the perpetual right and easement, over Easement #4, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to any part of the property described in Exhibit A, and to flow and direct water into such easement area.

d. Landscaping: Together with the perpetual right and easement, over Easement #4, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

f. Parking: Notwithstanding any other provision of this Declaration, the parking spaces located on Lot 3 shall be used, allocated and assigned as described in Section 6.1A of this Declaration and the easements set forth herein shall not interfere with the rights described in Section 6.1A of this Declaration to use the parking spaces for the parking of vehicles, in the parking spaces as shown on the Plan along the sides of the area shown as Easement #4 on the Plan, and the expenses and costs of construction, maintenance, repair and improvement of the parking spaces on said Easement #4 shall be borne solely by the Owner of the Units located on Lot 3 as limited common expenses as set forth in the Declaration of Condominium relating to such Units.

Easement #5 (Access, Utility & Drainage Easement located on Lot 1): Lot 1 is subject to the perpetual rights and easements to use the area shown as Easement #5 located on Lot 1 as shown on the Plan, for the benefit of Lots 2, 3, and 4, in common with Lot 1, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement #5, to pass and repass on foot and with vehicles, but with vehicles solely for maintenance and for emergency access purposes, at any and all times together with the right to enter from time to time within said easement area to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such easement area.

b. Utilities; signs: Together with the perpetual right and easement, over Easement #5, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power,

transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

c. Drainage: Together with the perpetual right and easement, over Easement #5, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Exhibit A, and to flow and direct water into such easement area.

d. Landscaping: Together with the perpetual right and easement, over Easement #5, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #6 (Utility and Drainage Easement located on Lot 4): Lot 4 shall be subject to the perpetual right and easement to use the area shown as Easement 6 located on Lot 4 as shown on the Plan, for the benefit of Lots 1, 2, and 3, in common with Lot 4, for the following described purposes:

a. Utilities; signs: Together with the perpetual right and easement, over Easement 6, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Drainage: Together with the perpetual right and easement, over Easement 6, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 2 and 3, and to flow and direct water into such easement area.

c. Landscaping: Together with the perpetual right and easement, over Easement 6, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

d. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #7 (30' Drainage Easement located on Lot 4): Lot 4 shall be subject to the perpetual right and easement to use the area shown as Easement #7 located on Lot 4 as shown on the Plan, for the benefit of Lots 1, 2, and 3, in common with Lot 4, for the following described purposes:

a. Drainage: Together with the perpetual right and easement, over Easement #7, to enter such easement area and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove underground drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 2 and 3, and to flow and direct water into such easement area, together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #9 (Utility easement located on Lot 3): Lot 3 is subject to the perpetual rights and easements to use the area shown as Easement #9 located on Lot 3 as shown on the Plan, for the benefit of Lots 1, 2 and 4, in common with Lot 3, for the following described purposes:

a. Utilities: The perpetual right and easement, over Easement 9, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances and liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #10 (Utility easement located on Lot 2): Lot 2 is subject to the perpetual rights and easements to use the area shown as Easement #10 located on Lot 2 as shown on the Plan, for the benefit of Lot 3, in common with Lot 2, for the following described purposes:

a. Utilities: The perpetual right and easement, over Easement 10, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such easement area for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or



below ground, together with all necessary facilities, fixtures, anchors, guys, cross-arms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances, but excluding any hazardous, illegal or harmful substances or liquids, together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such easement area and to work, fill, excavate, tunnel, and/or trench within such easement area, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Notwithstanding the foregoing provisions creating easements with respect to Easements 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, the Owner of a Lot encumbered by any such easements shall have the right to relocate at its expense, such easement areas and all utilities, drainage facilities and parking spaces and other Common Facilities located in such easement areas to another location, provided that the same are replaced with comparable facilities for the substantially similar benefit of the other Lots as provided herein.

Other Existing Utilities: Lot 2 shall be subject to an easement for the benefit of Lot 3, at the expense of the Owners of the Units located on Lot 3, to maintain, repair and replace the existing overhead power line in its existing location, subject to the right of the Owner of Lot 2 to relocate such line at any time at its expense.

Section 6.1A. Parking on Lot 3. The 76 parking spaces on Lot 3 shall be allocated and assigned as follows: 73 of the parking spaces shall be allocated and assigned as limited common elements to Unit 1 (the Motherhouse) of the 605 Stevens Avenue Condominium for the sole use of the residential tenants of the Owner of said Unit 1, and 3 of the parking spaces shall be allocated and assigned as limited common elements to Unit 2 (the Smith Wing) of the 605 Stevens Avenue Condominium for the sole use of the Owner of said Unit 2, its successors and assigns. No other Lot Owner or Unit Owner shall have any rights in such parking spaces.

Section 6.2. Members' Easement Enjoyment: Subject to the provisions of this Declaration, every Lot Owner shall have the right and easement of enjoyment in and to the Common Facilities in common with other Owners and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the Project Documents and the provisions of this Declaration.

None of the easements or rights granted or reserved under this Declaration or the use thereof shall unreasonably interfere with any Owner's use and enjoyment of the Owner's Lot or Unit.

Section 6.3. Obligation of the Association with Respect to Common Facilities: The Association will preserve and maintain for the common benefit of the Owners all of the Common Facilities, keep the same in good and sightly appearance, and comply with and enforce the provisions of this Declaration.

Section 6.4. No Implied Obligations: Nothing in this Declaration shall give rise to any affirmative or implied obligation or duty on the part of the Declarant except as expressly set forth herein.

Section 6.5. Lots Subject to Right of Entry: Each Lot is subject to the right of the Association or its agents to enter thereon at all reasonable times and upon reasonable notice, or in the case of an emergency without notice, for the purpose of performing maintenance or repairs to the Common Facilities or for carrying out any of the rights or duties of the Association. Other than in the event of an emergency, reasonable advance notice (not less than 24 hours or longer period required by applicable law) must also be given to the residential rental tenants in Unit 1 on Lot 3 before entering a tenant's unit and entry should be at a reasonably convenient time for the tenants to the extent possible.

Section 6.6. Maintenance of Stormwater Facilities: The Association shall be obligated to maintain and repair all stormwater drainage facilities located on the easement areas as part of the Common Facilities.

## ARTICLE 7. ASSESSMENTS FOR COMMON EXPENSES

Section 7.1. Assessments: Each Owner of a Lot or Unit by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall pay to the Association annual and special assessments as set forth below:

(a) Annual assessments or charges. An annual budget shall be prepared by the Association. The Proportionate Share of Common Expenses in the budget shall be prorated for each Lot and each Unit so that each Owner shall pay annually to the Association, or its authorized representative, its Proportionate Share of the Common Expenses. The Association shall fix the amount of the annual assessment (for the fiscal year determined by the Association) against each Lot and each Unit at least thirty (30) days in advance of each annual assessment period. Written notice shall be sent to every Owner subject thereto, which notice shall include the budget and the Association's calculations of every Owner's Proportionate Share of Common Expenses. Such written notice shall also be delivered to every Mortgagee who has requested that written notice of any assessment be provided to such Mortgagee.

(b) Special assessments. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, or major replacement of the improvements to the Common Facilities; provided that any such supplemental assessment shall have the consent of two-thirds (2/3) in interest vote (determined in accordance with the Proportionate Shares) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding the foregoing, an Owner shall be liable for the expense of repair or replacement of any damage to the Common Facilities or to another Lot or the improvements thereon caused by such Owner's act (including damage caused by construction activity in excess of ordinary wear and tear), neglect or carelessness, or such Owner's contractors.

Section 7.2 Payment Dates: The due dates (whether annual or monthly) of all assessments shall be established by the Association. Assessments and other proper charges authorized and billed by the Association shall be a charge on the Lot or the Unit if a Lot is a condominium and shall be a continuing lien upon the Lot or the Unit upon which such assessment is made. If the assessment to an Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the rate of one percent (1%) per month, or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the Lot or the Unit (if the Lot is a condominium) owned by the delinquent Owner which lien shall bind such Lot or Unit, with the buildings and improvements thereon as well as the delinquent Owner and its heirs, devisees, successors, personal representatives and assigns.

Section 7.3. Liens: Assessment liens may be enforced in the same manner as assessments against condominium units provided in the Maine statutes, as the same may be amended. All such charges, in addition to being a lien, shall also constitute the personal liability of the Owner of the Lot or the Unit (if the Lot is a condominium) so assessed at the time of the assessment. If the Association determines that a lien is uncollectible, the amount of the assessment lien shall be assessed against all Lots or Units for Lots that are condominiums in the next annual assessment thereafter based on each Owner's Proportionate Share of Common Expenses. Without limitation of the foregoing, each Owner shall be bound by the following provisions:

(a) The Association has a lien on a Lot or Unit for any assessment levied against that Lot or Unit from the time the assessment becomes due. The Association's lien may be foreclosed in like manner as a mortgage on real estate. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a Lot or a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second lien mortgage and any restrictive covenants with priority over such first and second lien mortgages recorded before or after the date on which the assessment sought to be enforced becomes delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against a Lot or Unit. The lien under this section is not subject to the provisions of Title 14, section 4651 and Title 18-A, Part 2, as they or their equivalents may be amended or modified from time to time.

(c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within 3 years after the full amount of the assessments become due.

(e) This section does not prohibit actions to recover sums for which this Declaration creates a lien, or to prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action or suit brought under this section shall include costs and reasonable attorney's fees for the prevailing party.

(g) Each Owner shall be deemed to have waived any objection or right of contest with respect to any invoice from the Association to the Owner for any assessment under this Declaration if not objected to in writing by the Owner within 60 days after the date the invoice is sent or if a civil action to contest the assessment is not commenced within one year after the date the invoice is sent.

(h) The Association shall furnish to an Owner and any Mortgagee upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against its Lot or Unit.

(i) To the extent that the assessments and other income collected during the preceding year is more or less than the expenditures for such year, the surplus or deficit, as the case may be, shall be taken into account in establishing the budget and determining the assessments in the current year such that the assessments will be credited to the extent of the surplus from the preceding year and the assessments will be increased to the extent of the deficit from the preceding year, any such credits or increases to the Owners to be equal to such Owner's Proportionate Share.

Section 7.4. Notwithstanding anything to the contrary contained in this Declaration, for a Lot that is a condominium, (a) separate assessments shall be made against each Unit that is part of the Lot based on each Unit's respective Proportionate Share rather than an assessment against the Lot, and (b) any delinquency or lien for nonpayment of any assessments shall be limited to the Unit(s) that do not timely pay the assessment against such Unit(s) rather than against the entire Lot. The Owner of a Unit shall not be responsible or liable for the Proportionate Share of Common Expenses of or other assessments against any other Units or the Lot (except the Proportionate Share of the Unit of such Owner) or for any expenses to repair or replace any damage caused by the Owners of other Units or their agents, and the Owner's Unit shall not be subject to any lien for the delinquencies or defaults of the Owners of other Units or for damage caused by the Owners of other Units or their agents; provided that, the Owner and its Mortgagees shall have the right, but not the

obligation, to cure the delinquencies or defaults of and to pay the damages caused by other Unit Owners.

### **ARTICLE 8. MORTGAGES OF LOTS; RIGHTS OF MORTGAGEES**

Section 8.1. Right to Mortgage: Each Owner shall have the right to mortgage or encumber his own respective Lot or Unit. An Owner who mortgages his Lot or Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s) and shall file a conformed copy of the note and mortgage or copy of the executed note and recorded mortgage with the Board.

Section 8.2. Mortgage Foreclosure: Any Eligible Mortgage Holder that obtains title to the Lot or Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Lot or Unit free of such claims and liens for unpaid assessments for Common Expenses, interest and costs levied against such Lot or Unit which accrue prior to the acquisition of title to such Lot or Unit by the Eligible Mortgage Holder, other than the Proportionate Share of the Common Expenses which become due and payable from and after the date on which the Eligible Mortgage Holder shall acquire title to the Lot or Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 8.3. Notices to Eligible Mortgage Holder: The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder of the following proposed actions either within a reasonable period, but not less than thirty (30) days, prior to the taking of any of such proposed actions or at the time that notice thereof is given to Owners unless a longer period of time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the Common Facilities; (2) notice of any default or delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of a Lot or Unit subject to a mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment of such an Owner of any obligation under this Declaration, the Bylaws or any rules and regulations of the Association, which delinquency or other default continues for a period of thirty (30) days, to the Eligible Mortgage Holder of the mortgage to which such Owner's Lot or Unit is subject, and such Eligible Mortgage Holder shall have at least sixty (60) days from the date such notice is sent to such Eligible Mortgage Holder to cure such delinquency or default; (3) expiration, cancellation or material modification of any insurance maintained by the Association; (4) meetings of the Association and Board of Directors to adopt the budget on which annual assessments are made and any special assessments; (5) adoption or modification of any rules or regulations; (6) termination of the Association or this Declaration; and (7) any proposed action which would require the consent of Eligible Mortgage Holders or a specified percentage thereof pursuant to this Declaration. Upon written request of any Eligible Mortgage Holder, the Association will provide an audited financial statement of the Association for the preceding fiscal year.

Section 8.4. Mortgagee Approval Rights: For purposes of this Section, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each Lot or Unit (if a Lot is a condominium) on which a mortgage is held. The written consent or approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders affected by such amendments shall be required to add or amend any material provisions of this Declaration or the Bylaws which establish, provide for, govern or regulate any of the following matters: (i) voting; (ii) assessments, assessment liens or subordination of such liens; or (iii) changes in responsibility for maintenance and repair of the Common Facilities or the addition, annexation or contraction of the Common Facilities or the addition, annexation or withdrawal of Common Facilities to or from the properties except as provided herein. An addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purposes of correcting technical errors. An Eligible Mortgage Holder who received written request to approve any additions or amendments which do not constitute either a material change to the Declaration or Bylaws or any amendment described in the preceding paragraph hereof who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

## **ARTICLE 9. AMENDMENT**

This Declaration may be amended as follows: (a) Prior to the conveyance of any Lot by the Declarant to a Lot Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate; and (b) After the conveyance of any Lot by the Declarant to a Lot Owner other than as security for an obligation, this Declaration may be amended from time to time by Supplemental Declarations duly executed by the Association pursuant to a 75% in interest vote of the Owners allocated in accordance with their Proportionate Shares and with there being a total of 100 votes, provided, however, that no amendment shall modify, terminate or adversely affect any of the easement and easement rights set forth herein without approval in writing recorded in the Cumberland County Registry of Deeds of 100% of the Owners. Any amendment shall not become effective until the recording of such amendment in the Cumberland County Registry of Deeds.

Notwithstanding anything to the contrary contained in this Declaration or the By-laws, (a) for as long as any Eligible Mortgage Holder holds a recorded first mortgage on any Lot or Unit, no amendment to this Declaration or the By-laws and no adoption or modification of any rules or regulations that affect the rights or obligations of such Lot or Unit or the Owner thereof, including without limitation those set forth in Section 8.4 above, shall be valid unless such Eligible Mortgage Holder consents thereto, and (b) for as long as the Investor Limited Partner is a limited partner in Motherhouse Associates LP, a Maine limited partnership, no amendment to this Declaration or the By-laws and no adoption or modification of any rules or regulations that affect the rights or obligations of Lot 3 or Unit 1 or the Owner thereof, including without limitation those set forth in Section 8.4 above, shall be valid unless such Investor Limited Partner consents thereto.

## **ARTICLE 10. GENERAL PROVISIONS**

Section 10.1. Covenants to Run with Land: The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration, their respective successors and assigns.

Section 10.2. Notices: Any notice sent or required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly given when hand-delivered or sent by United States mail, postage prepaid, or if such notice is a default notice or a lien, sent by registered or certified mail, return receipt requested and postage prepaid, to the last known address of the person provided by the person in writing to the Association, or if no such address is provided and the person is an Owner, the address of the Unit or Lot of such Owner. Each Owner shall provide to the Association and the other Owners notice in writing of any change of ownership of such Owner's Lot or Unit and the new Owner's current address.. The initial address for the Declarant and Association shall be:

605 Stevens Avenue Lot Owners Association  
c/o Ocean View Management Company  
20 Blueberry Lane  
Falmouth, ME

Section 10.3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction brought by Declarant, any Lot Owner or the Association. Such action may include, but is not limited to, an action to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Such action may seek any remedy available at law or in equity including specific performance. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereinafter.

Section 10.4. Dispute Resolution: (a) Deadlock. In the event of a deadlock with respect to any proposed action of the Association, the taking or failing to take of which might have a material effect on the Association, or in the event of any dispute between either the Declarant or any Lot owner on the one hand, and the Association or any other Lot Owners, on the other hand, that such parties are unable to resolve by themselves, such deadlocked matters or disputes (referred to collectively herein as "Disputes") shall be dealt with as provided in this Section.

(b) Mediation. The parties shall first attempt to resolve Disputes through mediation. Within ten (10) days of the date on which the Dispute first becomes apparent, the parties shall select a mutually acceptable mediator. The mediator shall select the procedure to be employed, provided that the parties to the Dispute are treated equally. In the event the parties are unable to resolve the Dispute after good faith attempts through mediation, or in the event the parties are unable to agree on a mediator, arbitration shall be employed as provided in subsection (c) below.

(c) Arbitration. Within ten days of the date of the last unsuccessful mediation session pursuant to subsection (b) above, the parties shall select an arbitrator to resolve the Dispute. If the parties are unable to agree on a choice for the arbitrator, each party to the Dispute shall select an arbitrator, and the two arbitrators so selected shall appoint a third arbitrator, and the three arbitrators so selected shall proceed to hear and decide the Dispute. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. In no event shall it demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Section 10.5. Beneficiaries of Easements, Rights and Privileges: The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, Declarant, the Association, the Owners and Mortgagees; but the same are not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

IN WITNESS WHEREOF, the said Sea Coast at Baxter Woods Associates, LLC, has caused this instrument to be signed and sealed in its limited liability company name by John B. Wasileski, its Manager, thereunto duly authorized, this 5th day of May, 2017.

WITNESS:  
See Iler

Sea Coast at Baxter Woods Associates, LLC  
By: [Signature]  
Name: John B. Wasileski, Its Manager  
May 5, 2017

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

Then personally appeared the above named John B. Wasileski, Manager of said Limited Liability Company, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in her said capacity and the free act and deed of said Limited Liability Company, before me,

[Signature]  
Attorney at Law/Notary Public  
Ronald Eyster

Exhibit A

Certain lots or parcels of land together with all buildings and improvements thereon located in the City of Portland, County of Cumberland and State of Maine, being Lot #2, Lot #3 and Lot #4 as shown on the Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, as revised through June 15, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 433, as amended by the First Amended Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated April 10, 2017, and recorded in the Cumberland County Registry of Deeds, Plan Book 217, Page 151.

Exhibit B

Initial Proportionate Share of each Lot and Unit

Lot 2: 68,522/187,707 or 36.50%

Lot 3: 119,185/187,707 or 63.50%

Condominium Unit 1: 79.30% of the percentage allocated to Lot 3  
Condominium Unit 2: 16.40% of the percentage allocated to Lot 3  
Condominium Unit 3: 4.30% of the percentage allocated to Lot 3.

Lot 4: 0



Exhibit C  
(Plan of Easements)

For the dimensions and locations of the easements, see First Amended Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated March 16, 2017, see also the rights, easements and covenants set forth in the Declaration of Covenants and Easements, both to be recorded in the Cumberland County Registry of Deeds

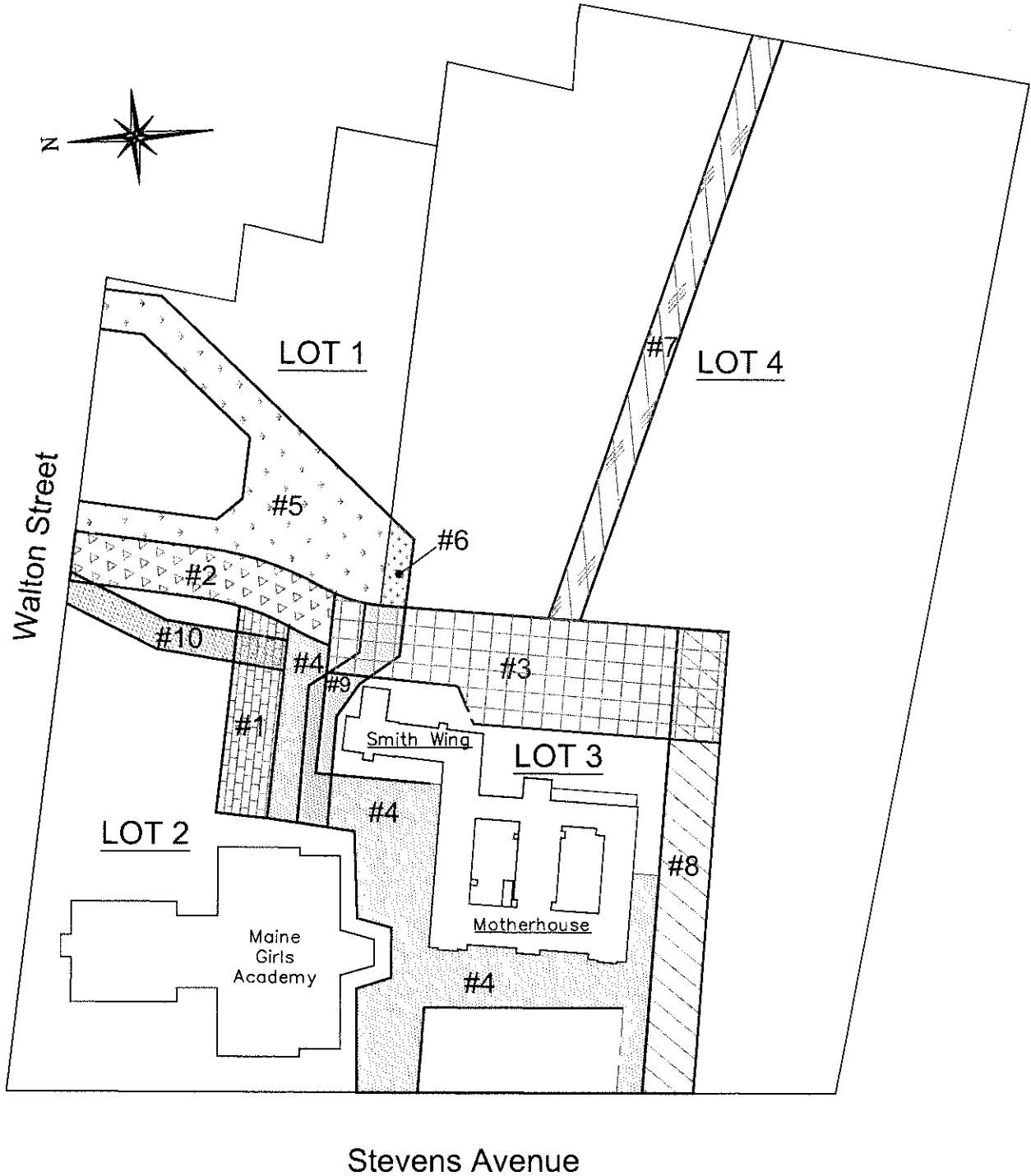



Exhibit A-Easement Locations

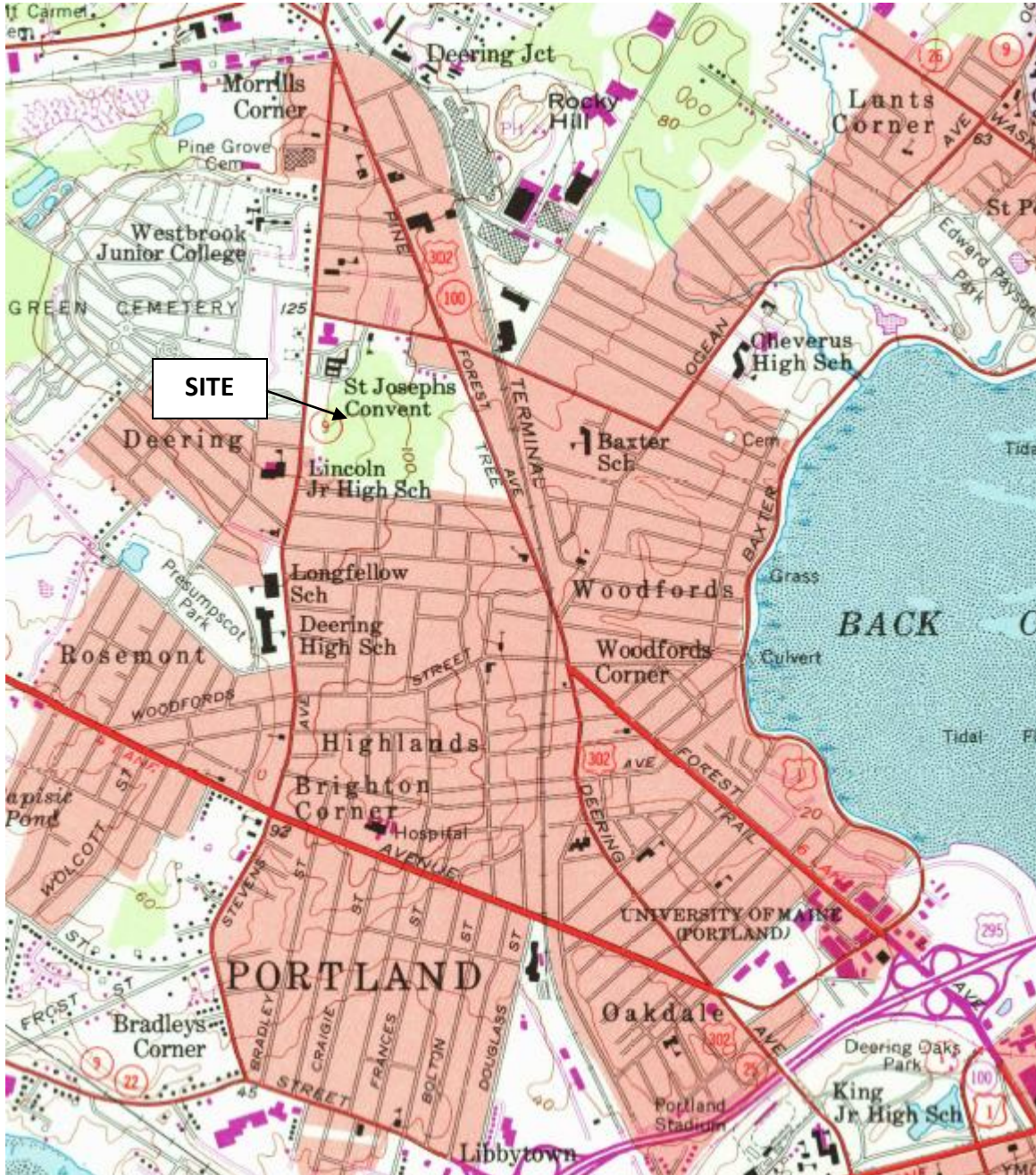
JOB# 202096	DATE: April 19, 2017	 <p><b>Titcomb Associates</b> 133 Gray Road, Falmouth, Maine 04105 (207)797-9199 www.titcombsurvey.com</p>
	SCALE: 1"=150'	
DWG: Exhibit A		

## **EXHIBIT 2**

### **USGS QUAD LOCUS**

A copy of the USGS Quad locus map is attached as *Exhibit 2*.

REFERENCE : USGS Portland West Quad., 7.5 Minute Series, 1978



▪ TITLE:

**EXHIBIT 3  
USGS LOCUS MAP**

▪ PREPARED FOR:

**605 STEVENS AVE. PROJECT**  
MOTHERHOUSE ASSOC. LP  
100 COMMERCIAL STREET  
SUITE 414  
PORTLAND, ME 04104

▪ DATE: 06/2015 ▪ SCALE: 1"=1000' ▪ JOB NO: 14.067



## **EXHIBIT 3**

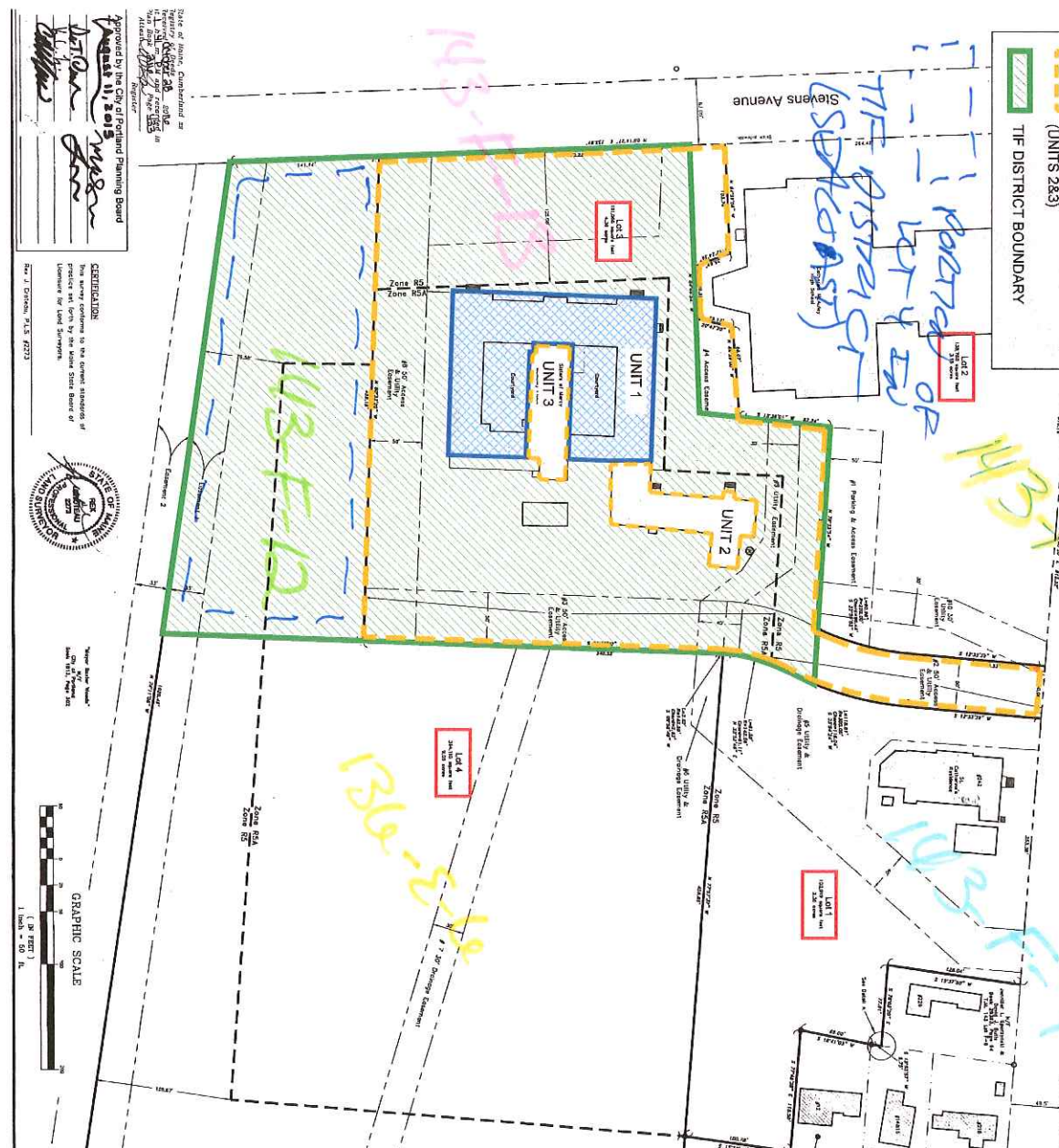
### **ASSESSORS MAP**

A draft copy of the new assessors CBL's for the new 4 lot subdivision approved in 2015 is attached as *Exhibit 3*. Lot 4 is listed as CBL 136-E006-001 (rear portion of Lot 4) and CBL 143-F012-001 (front portion of Lot 4 within the TIF District containing Building -1). This map was provided by the City Assessor Chris Huff as an interim Assessors CBL Map until the formal maps are updated. The current maps available through the City Assessors website reflect the several map CBL's in effect for the last century which have been superseded by the new 4 lot subdivision.



**KEY**

- MOTHERHOUSE PROPERTY (UNIT 1)
- SEA COAST PROPERTY & LAND, (UNITS 2&3)
- THE DISTRICT BOUNDARY



**605 Stevens Avenue, Portland - Residential Density Computation, Lots 3, 4 & 5**

Parcel ID: 06-24-00000 (Acres: 1.1247) or Parcel ID: 06-24-00000 (Acres: 1.1247)

Lot	Area (sq. ft.)	Area (Acres)	Units Allowed	Units Allowed (per 10,000 sq. ft.)
Lot 3	12,144	0.278	0	0
Lot 4	12,144	0.278	0	0
Lot 5	12,144	0.278	0	0
<b>Total</b>	<b>36,432</b>	<b>0.834</b>	<b>0</b>	<b>0</b>

APPROVED FOR THE CITY OF PORTLAND  
DATE: 07/19/14

**LEGEND**

- Site lot boundary
- Apartment floor
- Common area
- Right of way line
- Existing building

**MINIMUM STANDARDS FOR APARTMENTS:**

- The applicant shall provide and maintain, at all times, the following minimum standards for the proposed development:
  - Each apartment unit shall have a minimum of 400 sq. ft. of living space.
  - Each apartment unit shall have a minimum of 80 sq. ft. of closet space.
  - Each apartment unit shall have a minimum of 10 sq. ft. of storage space.
  - Each apartment unit shall have a minimum of 10 sq. ft. of storage space.

**COMMENTS OF RECORD:**

1. The applicant has provided a site plan showing the proposed development.
2. The applicant has provided a site plan showing the proposed development.
3. The applicant has provided a site plan showing the proposed development.
4. The applicant has provided a site plan showing the proposed development.
5. The applicant has provided a site plan showing the proposed development.

**CONTRACTOR'S RECORD:**

1. The applicant has provided a site plan showing the proposed development.

2. The applicant has provided a site plan showing the proposed development.

3. The applicant has provided a site plan showing the proposed development.

**SEA COAST AT BAYWOOD ASSOCIATES, L.P.**

1. The applicant has provided a site plan showing the proposed development.

2. The applicant has provided a site plan showing the proposed development.

3. The applicant has provided a site plan showing the proposed development.

**GRAPHIC SCALE**

1 inch = 50 feet

**APPROVED BY THE CITY OF PORTLAND PLANNING BOARD**

August 11, 2015

Approved by the City of Portland Planning Board

August 11, 2015

**605 Stevens Avenue**

143 E-12

143 E-12

143 E-12

## EXHIBIT 4

### CONSISTENCY WITH MASTER DEVELOPMENT PLAN

A copy of the June, 2016 Approved Master Development Plan (MDP) is attached showing a senior campus on the 9.05 acre Lot 4 with five (5) buildings with a central courtyard, parking and access over Lot 3.

The proposed LIII Site Plan for Building-1 is consistent with the Master Development Plan based on the following:

1. **Location:** The proposed building is shown in the same general location and configuration as the MDP.
2. **Height:** The MDP proposed that the first building closest to Stevens Avenue would be subordinate to yet architecturally compatible with the Motherhouse. Building-1 is proposed as a 4-story building with a lower building height at 43 ft.-3 inches as compared to the Motherhouse at 5 stories including the 5<sup>th</sup> floor dormer apartments at 55-60 feet in height.
3. **Massing:** The applicant agreed that the Building-1 would also be lower in height to also present less massing softened by the robust existing and proposed landscaping and site trees as viewed from Stevens Avenue. The proposed site plan reflects this condition.
4. **Site Access and Circulation:** The proposed site plans provide for parking and access from Walton and Stevens Avenue through Lot 3 as per the approved MDP. The building will provide 28 covered parking spaces in the first floor garage to reduce surface parking as generally shown on the approved MDP. Pedestrian walks and paths behind and around the building are similar to those shown on the approved MDP. A stonedust path will be provided from Building-1 along the east side of Lot 3 to connect with the existing pathway and new walkway (to be constructed under the Motherhouse contract) connecting to Walton Street providing pedestrian linkages to both Stevens Avenue and Walton Street.
5. **Sensitivity to Baxter Woods** – The MDP process reviewed the relationship of the campus buildings 2, 3 and 4 to Baxter Woods. The design of Building -1 considered the following to provide a plan which is both sensitive to and integrated with the character of Baxter Woods. (Refer to Plan L1.0 -Landscape Plan for additional detail.)
  - a. The applicant has agreed to provide a conservation easement or deed covenants on the 33-foot portion of Lot 4 on the south side of the southern chain link fence. This is an area which appears to be a part of Baxter Woods complete with a trail traversing sections of the lot but is actually on Lot 4. The applicant's representatives have met with Jeff Tarling, City Arborist to review options for relocating a portion of the degraded side trail directly adjacent to the fence together with providing additional plantings along the north side of the fence. Refer to the Letter of Intent provided by the applicant as part of the MDP approval process for specific conditions.

**(NOTE: reference to any work or plantings within the 33-foot easement or improvements or funding of same within Baxter Woods is part of the MDP approvals and are outside the scope of this LIII Application except a noted herein. )**

- b. Invasive trees (Norway Maple) will be removed on the site as recommended by the City Arborist and planted with indigenous trees as shown on the landscape plan, Sheet L1.0. The area closest to Stevens Avenue near the red pine grove with minimal understory for buffering views will be enhanced with additional trees and landscaping
  - c. The rear of the building is proposed with a robust landscaping plan with indigenous plant materials compatible with Baxter Woods to provide additional buffering and infill to mitigate the removal of trees within the building footprint and removed due disease or age.
  - d. Two rain gardens behind the building will be incorporated with additional landscaping.
  - e. Exterior lighting will be kept to a minimum. All fixtures will be LED.
  - f. The chain link fence will be replaced with a decorative style fence along the edge of the 33-foot easement.
  - g. The building will be set back over 75 feet from Baxter Woods providing significant area for infill plantings together with a walking trail on Lot 4 behind the building.
6. **Building-1 Architectural Review** –The building structure together with the site plan, has drawn from the historic character of and relationship to the Motherhouse. We believe that architectural comments and suggestions made by the City Urban Designer, Caitlin Cameron dated June 9, 2016 have been incorporated into the Building-1 design. That memo references the MDP Final Submittal, Exhibit 8.1 –Architectural Characteristics Summary, together with preliminary architectural elevations and renderings as “guiding documents” for the implementation of the 5 building senior campus.

Specific architectural elements referenced for “future approvals” by Ms. Cameron have been summarized as follows with responses in italics. (The reviewer’s items 1-9 have been replaced with letters a-h):

- a. Building Footprint – Shall generally follow the MDP approved footprints.  
*The building -1 footprint is very similar to the MDP approved footprint.*
- b. Roof Lines – Flat roof forms are preferred to respond to the Motherhouse hipped roofs and dormers.  
*Building-1 will have a flat roof with accent trim lines.*
- c. Motherhouse Context – Apply Characteristics of the Motherhouse to the new buildings.  
*Building-1 will utilize a combination of brick and first level stone veneer base material to follow the form of the Motherhouse granite base; brick will be the predominate material similar to the Motherhouse with accent shingles on the 4<sup>th</sup> floor simulating the hip roof of the Motherhouse. Granite/stone window headers will provide a similar repeating*



*form as used in the Motherhouse. Fenestration in the building faces will break up the massing to soften the scale of the building.*

- d. Material Palette –Material selection and color palette should be guided by those shown in the MDP renderings and elevations:  
*The proposed Building-1 Elevations are similar in materials and colors to the approved MDP renderings.*
  - e. Building Entry – Clearly delineate the entries with porch elements:  
*The Main (north) entry is proposed with an inviting entry plaza and canopy with vertical posts simulating a traditional porch. The rear (south) entry will be primarily for residents to access walking paths and an external patio and seating area. This entry will be much more subtle due to landscape buffering from Baxter Woods and the secondary nature of this entry door.*
  - f. Massing –Mitigate the scale of the buildings:  
*The proposed building architecture will provide for both vertical and horizontal breaks and fenestrations in the building exterior to break up the massing together with the discretely placed changes in materials from the stone veneer base, primary brick exterior and 4<sup>th</sup> floor shingle siding. The narrow end of the building will face Stevens Avenue filtered through both existing evergreen trees and proposed trees. The final building elevations are very similar to those presented with the MDP.*
  - g. Parking: Structured parking to be consistent with upper floors:  
*The first floor covered parking has been carefully designed to blend in with the overall architectural context of the building – creating the image of a residential ground floor. Again the use of an intermittent stone base will also provide balance in context with the base of the Motherhouse.*
  - h. Additional Guideline Recommended by the Reviewer - Window types will be consistent with the vertical proportion throughout all buildings:  
*Building 1 windows are shown as elongated with floor to floor proportions similar in overall context to the Motherhouse windows. Future buildings will follow this general design guideline to create a unified architectural “look” between the 5 buildings.*
- 7. MDP Stormwater Plan:** Building -1 site plans will provide for two rain gardens as well as roof drain filters taking advantage of the sandy soils for infiltration. This concept is consistent with the approved MDP Stormwater Plan C1.0, copy attached.
- 8. MDP Utility Plan:** Water and gas utilities will be serviced from Stevens Avenue as shown on the approved MDP plan C2.0 (copy attached). Electric will be provided from the rear of the Motherhouse from the upgraded overhead line extending from Walton Street as shown on the MDP Utility Plan. Evaluation of Building-1 sewer alignments are slightly altered the MDP plans of a single sewer trunk line running through the future Buildings 2-5 central corridor. Instead, a new sewer trunk line running along the east side of Lot 3 is proposed to avoid trenching within the athletic fields at this phase of development.

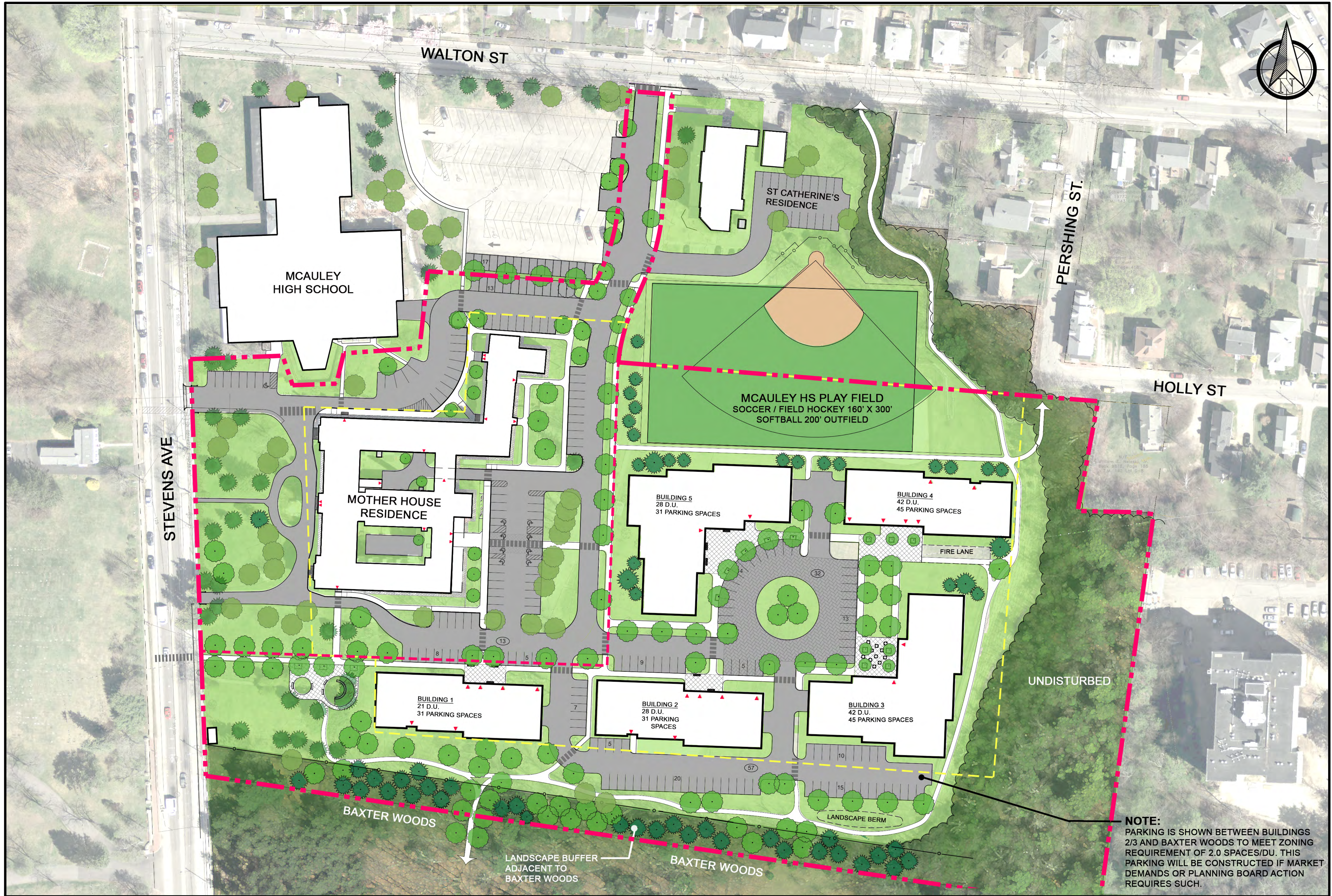


SEA COAST AT BAXTER WOODS  
BUILDING-01 SITE PLAN APPLICATION

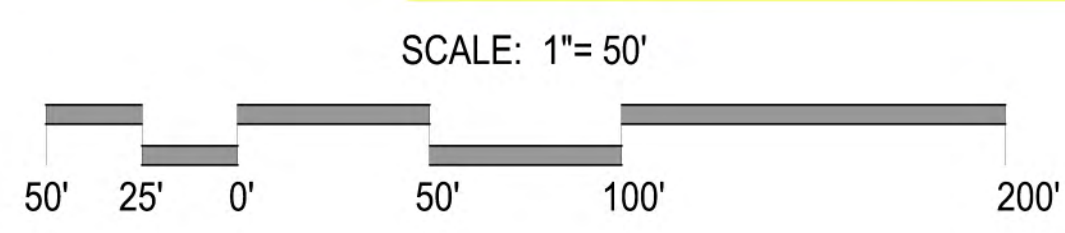
However the sanitary sewer will continue to discharge to the same mains as shown across Lot 1 to Walton Street. Based on the above we believe the utility plan is consistent with the approved MDP.

In summary, we believe that the proposed Building-1 development is consistent with the approved 2016 Master Development Plan in all respects.





**NOTE:**  
 PARKING IS SHOWN BETWEEN BUILDINGS 2/3 AND BAXTER WOODS TO MEET ZONING REQUIREMENT OF 2.0 SPACES/DU. THIS PARKING WILL BE CONSTRUCTED IF MARKET DEMANDS OR PLANNING BOARD ACTION REQUIRES SUCH.

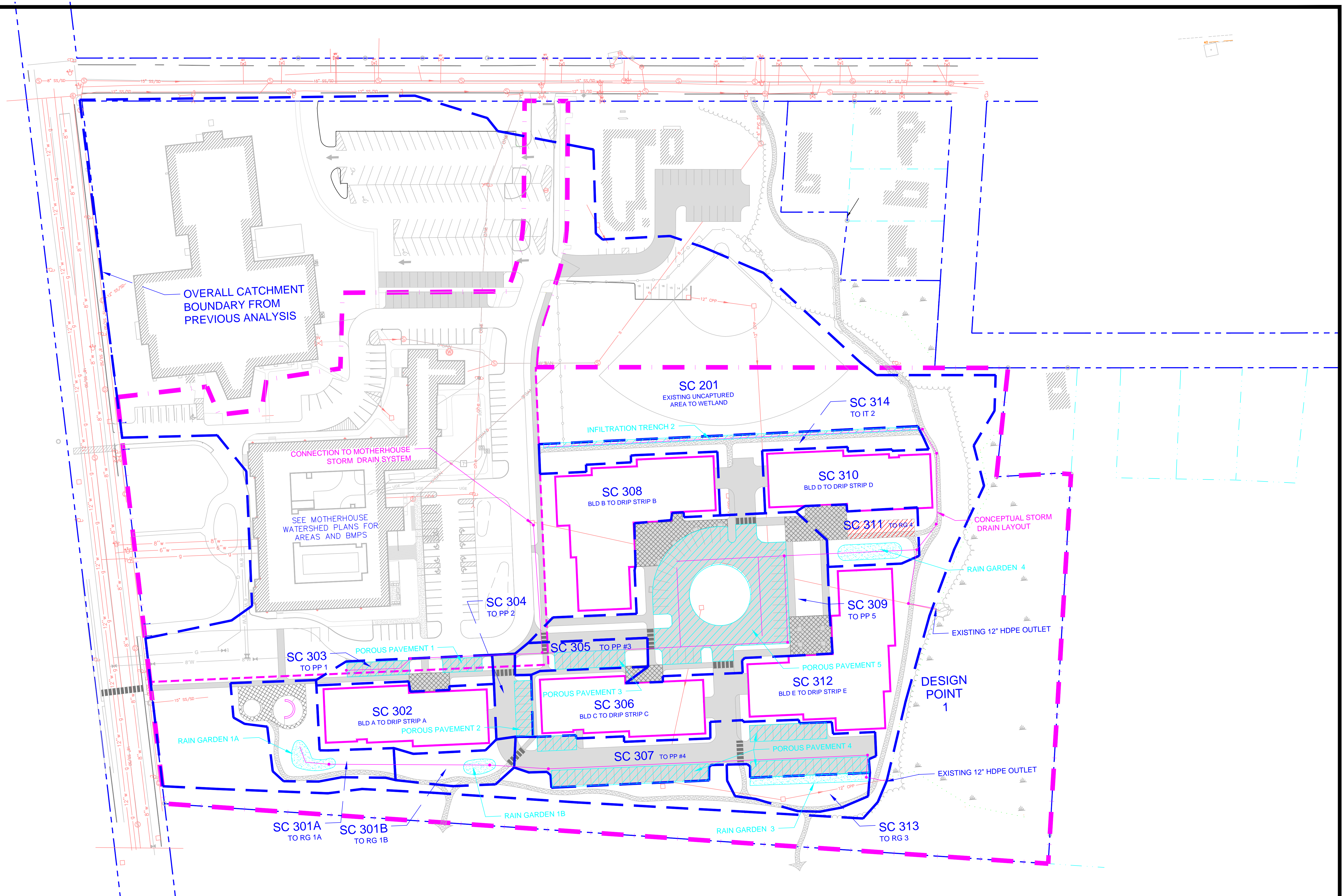


# 605 Stevens Avenue

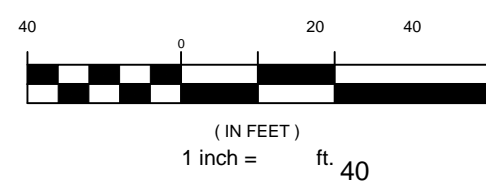
## CONCEPTUAL MASTER PLAN







PRELIMINARY - NOT FOR CONSTRUCTION



REV	DATE	DESCRIPTION	REVISIONS	P.E.	LIC. #
1	05-16-16	ISSUED FOR MASTER PLAN REVIEW			

PROJECT	605 STEVENS AVE. MASTER DEVELOPMENT PLAN
SHEET TITLE	CONCEPT STORMWATER LAYOUT AND POST DEVELOPMENT WATERSHED PLAN
CLIENT	SEA COAST AT BAXTER WOODS, ASSOC., LLC & MOTHERHOUSE ASSOCIATES, LP

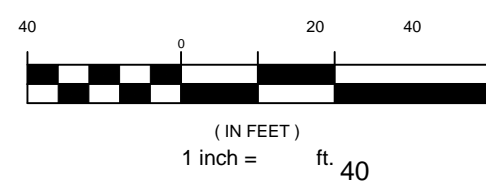
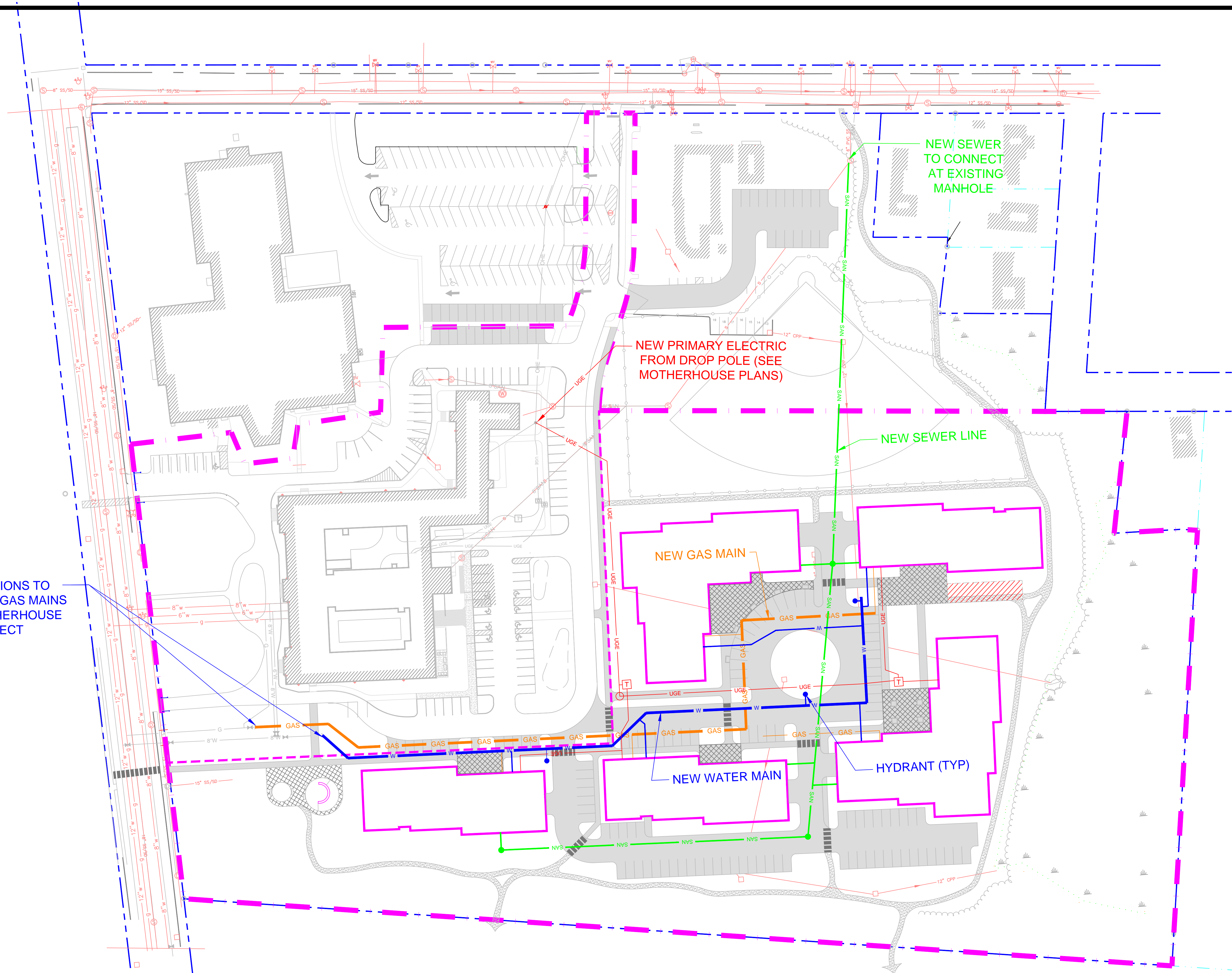
DRAWN:	DED	DATE:	MAY 2016
DESIGNED:	ADJ	SCALE:	1" = 40'
CHECKED:	ADJ	JOB NO.:	
FILE NAME:	SP-M162 UTILITY		
SHEET	C1.0		

<b>STANTEC CONSULTING SERVICES INC.</b>	
482 PAYNE ROAD, SCARBOROUGH, MAINE 04074 WWW.STANTEC.COM	<small>\\BLOOMINGFIELD\statermc_jpgs\ref1.jpg</small>





CONNECTIONS TO  
WATER AND GAS MAINS  
FROM MOTHERHOUSE  
PROJECT



PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION	REVISIONS	P.E.	LIC. #
1	05-16-16	ISSUED FOR MASTER PLAN REVIEW			

PROJECT	605 STEVENS AVE. MASTER DEVELOPMENT PLAN	STANTEC CONSULTING SERVICES INC. 482 PAYNE ROAD, SCARBOROUGH, MAINE 04074 WWW.STANTEC.COM
SHEET TITLE	CONCEPT UTILITY PLAN	W:\BLOCKSHEETS\stateroc_jpgs\ref1.jpg
DRAWN:	DED	DATE: MAY 2016
CHECKED:	ADJ	SCALE: 1" = 40'
CLIENT	SEA COAST AT BAXTER WOODS, ASSOC., LLC & MOTHERHOUSE ASSOCIATES, LP	JOB NO.
	FILE NAME: SP-M162 UTILITY	
	SHEET	C2.0

## EXHIBIT 5 ZONING REVIEW

Refer to attached Net Residential Density Table for the Campus Lot 3 and 4 density provisions applying both uses as “Multiplex” and “PRUD” as defined in the Land Use Ordinance. The PRUD densities provides the greater total units on Lot 4 (maximum of 161 units) and has been used as the basis of the Approved Lot-4 Master Development Plan.

The building is located within the R5A Zoned portion of Lot 4. The following Site Data Table provides a compliance summary of R5 and R5A zoning requirements. The project complies with all zoning requirements of the R5 and R5A Districts.

<b>SITE DATA TABLE</b>			
<b>STANDARD</b>	<b>REQUIRED</b>		<b>PROVIDED</b>
	<b>R5</b>	<b>R5A</b>	
MIN. LOT AREA (PRUD)	2 AC	2 AC	9.05 AC
MIN. FRONTAGE (FT)	50	50	141.14
MIN. YD. DIMENSIONS (FT.)			
A. FRONT YD.	20	25	191+/-
B. REAR YD.	20	25	668+/-
C. SIDE YD. (>2.5 STORIES)	14	16	78+/-
MIN. SETBACK TO EXTERNAL SUBDIV. BOUNDARY (FT.)	35	35	78+/-
MAX. LOT COVERAGE	40%	30%	2.98%
MIN. LOT WIDTH (FT.)	90	60	162+/-
MAX. STRUCTURE HEIGHT (FT.)	35	55	43'-3"
MIN. OPEN SPACE (SF/DU)(1)	300 (PRUD) (2.)	200 (PRUD)	7 AC+/-
(SF)	6,300	4,200	305,000+/-
<b>NET AREA PER DWELLING UNIT</b>			
MIN LOT AREA/DU (2, 3, 4) (SF)	N/A	33,600	200,376 (NET -R5A ZONE)
<b>NOTES:</b>			
1. OPEN SPACE PROVIDED - EXISTING ATHLETIC FIELDS AND LOT 4 LAWN/GARDEN AREAS			
2. R5 LOT AREA/DU = USE 6000 SF GROSS AC WITH LESS THAN 250 FT. FRONTAGE. NO UNITS LOCATED IN R5 DISTRICT -NOT APPLICABLE.			
3. R5A LOT AREA/DU = 1600 SF OF NET LAND AREA (PRUD)			
4. REFER TO NRD TABLE ON SUBDIVISION PLAT FOR COMPUTATION OF DENSITY AND NET AREA.			



PRUD & MULTIPLEX/MULTIFAMILY ANALYSIS

Overall Subdiv. Parcel ID	Gross Acreage (Ac.)	R5A ESTIMATED NRA DEDUCTS per § 14-47 as AMENDED	LOT 3 - MOTHERHOUSE-MULTIFAMILY/ MULTIPLEX		LOT 4-FIELDS MULTIFAMILY/ MULTIPLEX		LOT 4 - FIELDS PRUD	
		Gross Area (ac.)	4.39		9.05		9.05	
		(s.f.)	191,066		394,110		394,110	
		Zone	R5	R5A	R5	R5A	R5	R5A
		Proposed Area in Ea. Zone (Ac.)	1.73	2.66	4.20	4.85	4.20	4.85
Lot 1 St. Catherines	2.36	Deducts:						
Lot 2 McAuley HS	3.18	A. Exist. watercourses	0	0	0	0	0	0
Lot 3 Motherhouse	4.39	B. Wetlands & Slopes	0	0	0	0.25	1.66	0.25
Lot 4 Fields/Stevens Ave.	9.05							
Total Acreage	<b>18.98</b>							
		<i>Deducts Total:</i>	0	0	0	0.25	1.66	0.25
		<i>NET LAND AREA (Gross Ac.- Deducts) (Ac.)</i>	1.73	2.66	4.20	4.60	2.54	4.60
		MULTIPLEX UNITS PERMITTED	16	72	30	125	36	125
		TOTAL	88		155		161	
		TOTAL LOT 3 + 4 PRUD	<b>249</b>					
		TOTAL LOT 3 + 4 MULTI	<b>243</b>					
Notes:								
1. Under Multiplex Analysis: R5 density is 1 unit per 4,500 sf <b>Gross</b> ac. with 250 ft frontage (Lot 3) and 1 unit per 6,000 sf Gross ac. with < 250 ft. frontage (Lot 4) per (§ 14.117(a.) 2.)								
2. Under Multifamily Analysis: R5A density is 1 unit per 1600 sf <b>NET</b> ac. based on Amended § 14-47 Net Land Area def. of 06-15-15								
3. Under PRUD Analysis: R5 density is 1 unit per 3000/sf <b>NET</b> ac and R5A is 1 unit per 1600 sf <b>NET</b> ac.								
4. No affordable housing multiplex density bonuses per §14-488 applied to Motherhouse Lot 3								

## EXHIBIT 6

### EASEMENTS & ROW'S

As a master planned senior/active adult campus with 4 lots – the sharing of access, utilities, stormwater, etc. is necessary between and over the various lots. Lot 3 is subject to a Declaration of Covenants and Easements (See Exhibit 1) granting these reciprocal rights. Refer to the Amended Subdivision/Sectional Plat, Plan C2.0 for the locations of all easements.

Following are both existing and proposed easements related to Lot 4:

#### Existing Easements –on Lot 4:

1. 33-foot ROW Easement reserved in the deed from James P. Baxter to the Roman Catholic Bishop of Portland dated March 10, 1908. This easement reserves rights for an access road along the edge of Baxter Woods together with a 33- foot easement to the City of Portland adjacent to and within Baxter Woods. The applicant has agreed to provide a conservation easement or covenants over this easement to preserve the wooded buffer subject to the rights together with the City of Portland to amend or create trails.
2. Easement #6 - Utility and Drainage Easement: provides rights for utility and storm drainage over a portion of Lot 4 together with Easement #5 (below) over Lot 1.
3. Easement #7 – Drainage Easement: provides rights for Lot 3 to utilize the existing stormdrain under the athletic fields on Lot 4 with the rights to move or relocate said stormdrain if required.

#### Existing Easements –on Lots 2 & 3:

1. Easements # 2, 3, 4 and 8 provide pedestrian and vehicular easement rights for Lot 4 to utilize the main access corridors and access drives to and from Stevens Avenue as well as utility, drainage, signage and landscaping rights.
2. Easement # 1 provides the rights to use or add additional parking if required for Lot 1 and 4 over Lot 2 (Maine Girls Academy) for events, etc.
3. Easement #9 reserves utility rights over Lot 3 to benefit Lots 1, 2 and 4.

#### Existing Easements - On Lot 1:

1. Easement #5 provides access, utility and drainage rights to Lots 2, 3 and 4 over Lot 1.



## EXHIBIT 7

### WAIVERS

The following waivers are respectfully requested from the Site Plan and Subdivision Ordinance

1. Portland Land Use Code Division 20 Section 14-341 Off Street Parking: Aisles required for 6 or More Spaces: This section of the Land Use Code refers to the Portland Technical Manual for standards for parking. The Technical Manual Section 1.14 and Figure 1.27 require a 24 foot parking aisle width.

**Waiver Request:** A waiver of the referenced Ordinance standards is requested for the parking aisle located on the east side of Building -1 providing access to 6 surface parking spaces and the under building parking. The waiver request is to reduce the aisle width from 24 to 22 feet. The rationale for the request is to minimize the disturbance and encroachment to the east towards the softball field and backstop and to minimize pavement area. The 22 foot aisle is considered adequate for the level of use and parking in this area of the site.

## EXHIBIT 8

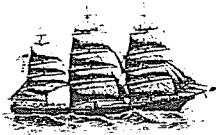
### FINANCIAL AND TECHNICAL ABILITY

1. Financial Capacity – The applicant has provided, attached, a letter from Bath Savings Institution indicating the ability to provide financing for the project based on a history of successful projects with the applicant.
2. Technical Ability – The applicants, John Wasileski and Kevin Bunker, as Sea Coast at Baxter Woods Associates, LLC, have successfully permitted and developed a significant number of very successful and award winning projects ranging from active adult and full continuum of care retirement communities to senior affordable and market rate housing projects in Maine. They are known for working closely with neighborhoods and stakeholders to achieve results that work for all involved, and intend to work very closely with the City and neighborhood to see that this project is a major credit to the tax base and a wonderful new neighbor.

Notable projects include:

- The Motherhouse Renovations
- Nathan Clifford Residences, Portland
- Hodgkin School Apartments, Augusta
- Ocean View at Falmouth
- Highland Green, Topsham
- The Highlands, Topsham
- Granite Hill Estates, Augusta
- River Landing Affordable Senior Apartments, Topsham
- Plummer School Affordable Senior Apartments, Falmouth
- Osprey Circle, South Portland

The success of these projects is unparalleled in Maine and provides the technical and financial standing to undertake and complete this first phase of the Lot-4 senior campus at 583 Stevens Avenue in Portland.



Benj. F. Packard

# Bath Savings Institution

Since 1852

August 9, 2017

Ms. Jean Fraser, Senior Planner  
Planning and Urban Development Department – Planning Division  
389 Congress Street, 4<sup>th</sup> Floor  
Portland, ME 04104

**605 Stevens Avenue – Market Rate Senior Housing Development  
Financial Capacity of Sea Coast at Baxter Woods**

Dear Ms. Fraser:

Bath Savings has assisted John Wasileski with the development of his senior housing communities for over 20 years including the purchase of the campus at 605 Stevens Avenue. We have reviewed the plans for the new market rate senior / active adult community located on the campus and we welcome the opportunity to provide financing for this exciting new project in Deering Center.

Over the years we have found John Wasileski to be an exceptional operator due in part to his attention to detail and his ability to bring together a strong management and development team. We believe that John Wasileski and his team have a proven track record in designing, building, marketing and managing high quality housing throughout Maine.

Thank you for this opportunity to submit this financial capacity letter regarding the new community located on Stevens Avenue in Deering Center.

Sincerely,

Geoff Gattis  
Executive Vice President  
Bath Savings Institution

## **EXHIBIT 9**

### **TRAFFIC ANALYSIS**

Maine Traffic Resources has prepared a Traffic Impact Analysis for the proposed project which dovetails with the Traffic Impact Analysis completed for the Master Development Plan. A copy is attached.

The project is expected to generate 8 one way trips in the A.M peak hour and 7 trips in the P.M. peak hour. There are no significant off-site impacts expected from this minor level of trip generation.

The MDP approval Condition A.1 recommended that traffic monitoring studies be conducted prior to the site plan applications for the first two phases following the Lot 3 Motherhouse development including assessment of parking on Lot 2 the Maine Girls Academy. However with the Motherhouse project still in construction with occupancy not expected until 2018, these studies cannot be completed for the Building-1 application.

## SUMMARY MEMORANDUM

**TO:** Mr. Matthew D. Teare  
Director of Development  
Sea Coast Management Company  
20 Blueberry Lane  
Falmouth, ME 04105

**DATE:** May 2, 2017

**RE:** Trip Generation Analysis for Building 1 of 605 Stevens Avenue Senior Housing Development in Portland, Maine

### Introduction

The purpose of this memorandum is to summarize trip generation analysis for local City of Portland Planning Board approval for Building 1 of the proposed senior housing development at 605 Stevens Avenue. A traffic impact study (TIS) for the overall Master Development Plan was prepared by Maine Traffic Resources, dated March 15, 2016. The first phase of the overall master plan was renovation and conversion of the Motherhouse to provide for 88 dwelling units. This component of the overall project previously gained site plan approval from the City of Portland in 2015. It is understood that construction is expected to begin on the Motherhouse shortly. The first new building, Building 1, will contain 21 age restricted dwelling units.

### Trip Generation Analysis

The number of trips to be generated by the proposed Building 1 was estimated using the most recent Institute of Transportation Engineers (ITE) "Trip Generation, 9<sup>th</sup> Edition" report, as was done in the original Traffic Impact Study for the Master Development Plan. Land use codes (LUC) 251 "Senior Adult Housing - Detached" and 252 "Senior Adult Housing - Attached" were used on the basis of 21 dwelling units. To be conservative, the higher of the two rates was used for each time period. The results are summarized below:

<u>Time Period</u>	<b>ITE Trip Generation (One-Way Trip-Ends)</b> <u>Senior Housing Trips</u>
Weekday	78
AM Peak Hour - Adjacent Street	5
Entering	2
Exiting	3

<u>Time Period</u>	<u>Senior Housing Trips</u>
AM Peak Hour – Generator	8
Entering	4
Exiting	4
PM Peak Hour – Adjacent Street	6
Entering	4
Exiting	2
PM Peak Hour – Generator	7
Entering	4
Exiting	3

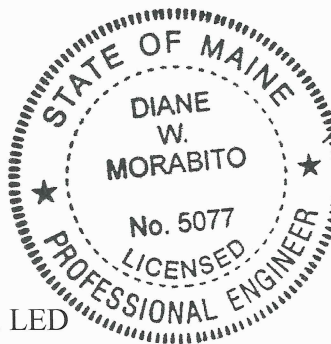
As can be seen above, Building 1 is expected to generate just eight (8) one-way trips during their AM peak hour and seven (7) trips during their PM peak hour. This minimal level of traffic should have no significant impact off-site beyond the drive intersections. These trips will be further reduced by entering and exiting assignments to the Stevens Avenue and Walton Street drive intersections according to the patterns in the Traffic Impact Study. Additionally, the off-site impacts of all trips for the Master Development Plan were previously analyzed in the original Traffic Impact Study.

**Monitoring Requirements**

One of the conditions of the Master Development Plan approval for the entire project involves traffic monitoring. The approval states that traffic monitoring studies shall be conducted after the Motherhouse and first and second buildings are completed. The purpose of this monitoring will be to confirm that the ITE trip generation rates used in the original study were appropriate. Given that the currently proposed building is the first building this monitoring is not yet required.

Additionally, monitoring studies are also to be required to confirm parking supply, circulation both on site and at The Maine Girls’ Academy and arrival and departure patterns. Given that construction has not yet begun on the Motherhouse, it is too soon to conduct any of this required monitoring.

Please do not hesitate to contact me if you or the City of Portland have any questions regarding the trip generation analysis for Building 1.



Sincerely,

Diane W. Morabito, P.E. PTOE  
President

cc: Rick Licht, LED

## **EXHIBIT 10**

### **SOILS & GEOTECHNICAL**

The applicant has retained Summit Geoengineering to perform a site geotechnical and soils evaluation. Onsite drilling was conducted over the campus in December 2014 and 9 test borings logged. A final report is attached dated March, 2015.

Soils onsite are generally deep granular till or fill material over marine clay with relatively deep bedrock. The soil conditions do not present any unusual design constraints for site development. The granular soils and deep groundwater depths are favorable for storm water infiltration BMP's which are proposed on the site to encourage groundwater treatment and recharge.



## **PRELIMINARY GEOTECHNICAL REPORT**

**McAuley Place Development  
Stevens Avenue & Walton Street  
Portland, Maine**

Prepared for:

Sea Coast Management Company

Prepared by:

Summit Geoengineering Services  
145 Lisbon St.  
Lewiston, Maine

Project #14238  
March 2015





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March 27, 2015  
Summit #14238

Matthew Teare  
Sea Coast Management Company  
30 Governors Way  
Topsham, Maine 04101

Reference: Preliminary Geotechnical Investigation, McAuley Place Site Development  
Stevens Avenue and Walton Street, Portland, Maine

Dear Matt;

Summit Geoengineering Services (SGS) has completed the geotechnical investigation for the proposed development and renovations at the site referenced above. Our scope of service included nine borings, laboratory testing of collected samples, and this geotechnical report summarizing our findings and providing geotechnical recommendations. This report is intended to identify and address the geotechnical issues at the site and provide recommendations for the construction of the new development. We understand that the proposed building layout, building sizes, parking (above ground and below ground), and finish grades are currently conceptual and subject to change. The recommendations included in this report are general in nature to accommodate for potential changes to the development. The project and site description below summarize the current development concepts and were used to guide the assumptions made for our analysis. We recommend that SGS be allowed to review final concepts to verify the geotechnical recommendations provided in this report.

## **1.0 Project and Site Description**

The McAuley Place site is located at the intersection of Stevens Avenue and Walton Street in Portland, Maine. Located at the site is the Sisters of Mercy Motherhouse on the western end, the McAuley high school building to the northwest, paved parking on the northern portion, and multiple athletic fields on the eastern portion. Multiple paved walkways throughout the property connect these locations. Grades at the site slope gently downwards from elevation 128 feet to elevation 114 feet in an easterly direction.

We understand that a total of 4 senior living housing buildings and a main lodge are being proposed to be constructed at the site. A single story retail/commercial building is also proposed. These buildings are anticipated to range from 3 to 5 floors, will be wood framed, and may include underground parking. The senior living and main lodge buildings are proposed to be built within the existing athletic field. The retail/commercial building will be built in the existing grassed area south of the Motherhouse. We understand that the existing buildings will remain, with renovations being proposed to the Motherhouse. We also understand that stormwater

treatments systems at the site may include a wet pond below the slope on the east side of the existing athletic fields and Low Impact Development (LID) systems, potentially rain gardens, scattered throughout the site.

## 2.0 Explorations and Laboratory Testing

### 2.1 Explorations

Summit Geoengineering Services (SGS) observed the subsurface conditions at the site with the drilling of 9 test borings on December 29 and 30, 2014. All borings were drilled using a 2 1/4” hollow stem auger with split spoon samples collected at 5 foot intervals. Standard Penetration Testing (SPT) was conducted in general accordance with *ASTM D1586* to collect blow counts during the advancement of the split spoon sampler. All borings were advanced to refusal. Groundwater observations wells were installed at Boring B-6 and B-8.

The locations of the borings were marked by SGS prior to the days of drilling by measuring from existing structures and landmarks. These locations can be seen in the SGS Boring Plan in Appendix A. A copy of the Boring Logs can be found in Appendix B. Borings were widely spaced throughout the site with the intent to characterize as much of the subsurface as possible, with a general focus in the area of proposed development

### 2.2 Laboratory Testing

Laboratory testing included two grain size analyses on samples collected from Borings B-6 and B-8. Grain size analyses were performed in general accordance with *ASTM D422*. The table below summarizes the grain size results:

GRAIN SIZE ANALYSIS RESULTS						
Boring	Sample	Depth (ft)	Composition			USCS
			Gravel	Sand	Silt/Clay	
B-6	S-2	5 to 7	0.3%	97.2%	2.5%	SP
B-8	S-3	10 to 12	0.4%	97.6%	2.0%	SP

Detailed results of the laboratory tests can be found in Appendix C.

## 3.0 Subsurface Conditions

### 3.1 Soil

The subsurface conditions at the site generally consist of *topsoil* or *pavement* overlying *fill/reworked native soil* overlying *marine fan deposit* overlying *bedrock*.

The *topsoil* was encountered in all of the borings except for Boring B-1. It is described as dark brown silt with some to little sand, trace gravel and rootlets, firm, and damp. The thickness of this layer ranges from 0.5 feet to 1.0 feet. It classifies as ML in accordance with the Unified Soil Classification System (USCS).

The *pavement*, encountered only in Boring B-1, is four inches thick.

The *fill/reworked native* layer, encountered in in all Borings except B-3, B-4, and B-5, is described as light brown to dark brown fine to coarse sand with little to some silt and gravel. In Boring B-9, the *fill/reworked native* is olive brown clayey silt to silty clay with little silt and gravel. The layer ranges from damp to wet and from loose to compact. The thickness of the layer ranges from 1.1 to 10.0 feet. It classifies as SP, SM, SP-SM, SW-SM, ML, or CL in accordance with the Unified Soil Classification System (USCS).

The *marine fan deposit* was encountered in all of the borings overlying bedrock. There are two sub-layers within the *marine fan deposit*. The top layer consists of light brown to tan fine to coarse sand with trace to some silt and trace clay and gravel. The top sub-layer ranges from loose to dense and humid to wet. SPT-N values ranged from 4 to 28 with an average of 16. The layer classifies as SP, SM, or SP-SM in accordance with the Unified Soil Classification System (USCS).

The lower sub-layer of the *marine fan deposit* consists of silty or gravelly sand, silty clay, and sandy silt. It ranges from very soft to compact and is wet. Thickness of this layer ranges from 8.9 feet to 24.3 feet. SPT-N values ranged from WOH (weight of hammer) to 37, with an average of 17. Pockets of gray silty clay were encountered in this layer in Borings B-4, B-5, and B-9 ranging from 4.1 to 4.5 feet thick. Two samples were collected for laboratory grain size analyses in this lower marine fan layer, and both resulted in a classification of SP in accordance with the Unified Soil Classification System. From visual classification, this layer classifies as SM, ML, CL, SP, and SP-SM in accordance with the Unified Soil Classification System (USCS).

### 3.2 Groundwater

Groundwater was encountered in all of the borings and ranged from 5.4 feet to 11.4 feet below ground surface (elevation 104.6 feet to elevation 113.1 feet). In general, the groundwater table elevation was observed to be within or at the top of the marine fan deposit

Groundwater elevation was measured on 2/15/2015 and again on 3/23/2015 in Borings B-6 OW and B-8 OW. Groundwater at Boring B-6 was encountered at 8 feet below ground surface (elevation 107 ft. +/-). Groundwater was encountered at 6.1 feet below ground surface (elevation 107.9 ft. +/-) at Boring B-8.

### 3.3 Bedrock

Bedrock was encountered in all of the borings except for Boring B-7, which was terminated 22 feet. Depth to bedrock from the ground surface (where it was encountered) ranged from 12.9 feet to 25.1 feet (elevation 92 feet +/- to elevation 106.9 feet +/-). Bedrock depths and corresponding elevations are summarized in the table below. According to the Maine Geologic Survey, the bedrock at the site is of the Silurian – Ordovician Vassalboro Formation typically consisting of sandstone and quartzite with occasional schist and limestone.

<b>BEDROCK DEPTH &amp; ELEVATION</b>		
<b>Boring</b>	<b>Depth (ft)</b>	<b>Elevation (ft)</b>
B-1	12.9	106.9 +/-
B-2	15.1	106.9 +/-
B-3	20.0	99.0 +/-
B-4	25.1	95.9 +/-
B-5	22.0	93.0 +/-
B-6	13.1	101.9 +/-
B-7	*	*
B-8	13.1	100.9 +/-
B-9	20.1	93.9 +/-

\*Boring B-7 was terminated at depth 22 ft. (elevation 92 ft. +/-), no bedrock was encountered

#### **4.0 Evaluation**

In general the soils throughout the area of the site we explored are stable and competent and will safely support all proposed structures on conventional spread footings. An important consideration is the presence of shallow groundwater and its effects on the dewatering of the new buildings and stormwater treatment systems.

#### **5.0 Preliminary Foundation Design Recommendations**

The following recommendations are preliminary and based on conceptual building layouts. The general recommendations presented below may require refining based on the final building layouts.

Based on the current proposed development, the newly constructed buildings can be supported by conventional frost walls on continuous spread footings. Where underground parking is desired, foundation walls can also be supported on continuous spread footings. Columns on isolated footings may be used where needed.

##### **5.1 Bearing Capacity**

For planning purposes, we recommend that frost wall and basement footings be proportioned using an allowable bearing capacity of 3,000 psf. This includes footings supported by existing fill and by the native marine fan deposit. This allowable bearing capacity is based upon the following:

- Fill required to raise the grade at the site does not exceed 3 to 4 feet.
- Exposed existing fill and native soils are improved by proofrolling.
- Any soft, unsuitable soils below the bottom of footing elevation exposed during the excavation are removed and replaced with crushed stone or competent specified soil.

Depending on final footing locations and elevations, this allowable bearing capacity may be able to be increased. SGS can evaluate this possibility once more detailed footing foundation information is available.

5.2 Frost Protection

The design air freezing index for the Portland area is approximately 1,200 degree F days (10 year, 90% probability). Based on this, exterior footings should be constructed at a minimum depth of 4 feet below the exterior finish grade.

5.3 Basement Walls

We recommend that foundation walls acting as retaining walls be designed for the lateral earth pressures taken from the following table.

<b>CAST-IN-PLACE RETAINING WALL LATERAL LOADS</b>			
<b>Condition</b>	<b>Drained at Base</b>	<b>Equivalent Fluid Pressure</b>	<b>Live Load Surcharge</b>
Free at Top	Yes	37 psf/ft	100
	No	81 psf/ft	
Fixed at Top	Yes	61 psf/ft	100
	No	94 psf/ft	

Passive resisting pressure in front of cast-in-place walls can be taken as 400 psf per foot of embedment depth. A value of 0.5 should be used for the friction coefficient at the base of the wall for walls constructed on the native marine fan soil or fill.

5.4 Seismic Design and Liquefaction Potential

Based on Standard Penetration Testing (SPT) N blow counts collected from the borings as well as the presence of relatively shallow bedrock, the subgrade profile at the site is categorized as Site Class C “Very dense soil and soft rock” in accordance with the 2009 International Building Code. The following seismic site coefficients should be used:

<b>SEISMIC DESIGN COEFFICIENTS</b>	
<b>Seismic Coefficient</b>	<b>Site Class C</b>
Short period spectral response ( $S_S$ )	0.318
1 second spectral response ( $S_1$ )	0.078
Maximum factored spectral response ( $S_{MS}$ )	0.382
1 second factored spectral response ( $S_{1S}$ )	0.132
Design short period spectral response ( $S_{DS}$ )	0.255
Design 1 second spectral response ( $S_{D1}$ )	0.088

Liquefiable soils were not encountered at the site.

### 5.5 Groundwater Consideration

Groundwater was encountered in all of the borings ranging from 5.4 feet to 11.4 feet below ground surface. Based on this and the proposed building layouts (particularly those with underground parking), we believe that groundwater elevation may be as high as 5 to 6 feet above the bottom of constructed basement footings and potentially even higher during large rainfall events.

There are two available options for dealing with the presence of groundwater for the new foundations. The first option is to construct perimeter undrains around the entire foundation to draw the surrounding water down below the footing. If installed correctly, the underdrains will alleviate basement flooding and reduce the pressure on the foundation walls. For foundations which include underground parking, the undrain will either need to be trenched for outletting to daylight or de-watered with a pump.

The second option is to provide no de-watering system and design the foundations to include the presence of water against the wall. If this option is selected, we anticipate that a waterproofing membrane will be required along the entirety of the foundation wall. Recommendations for foundation wall pressures with and without the presence of groundwater are presented in Section 5.3. In addition to the added pressure against the foundation walls, the basement slabs and foundations will be required to resist uplift forces from hydrostatic uplift pressures if groundwater is not lowered around the constructed buildings. Recommendations for design groundwater elevations can be provided once final building layouts are complete.

### **6.0 Pavement Section Recommendations**

Based on a mean annual air freezing index of 900 degree F days for the Portland, Maine region, we recommend a minimum total pavement section thickness of 18 inches, equal to 50% of the approximate mean annual frost penetration of 36 inches. We further recommend that the pavement section consist of the following materials.

<b>PAVEMENT SECTION RECOMMENDATION</b>		
<b>Material</b>	<b>Thickness (in)</b>	<b>Specification</b>
Asphalt Surface Course	1	MDOT Superpave
Asphalt Binder Course	2	MDOT Superpave
Base Soil	3	MDOT 703.06 Type A
Subbase Soil	15	MDOT 703.06 Type D

The maximum particle size of the subbase soil should be limited to 4 inches and the maximum particle size of the MDOT 703.06 Type A should be limited to 2 inches. All placed fill should be placed in a maximum of 12-inch lifts, and be compacted to 95 percent, in accordance with ASTM D1557.

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½” square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous material.

**7.0 Preliminary Stormwater System Recommendations**

*7.1 General*

We understand that the stormwater runoff from the added impervious area for the proposed development will be treated mainly by a wet pond to be located at the bottom of the existing slope to the east of the existing athletic fields. We further understand that there may be some LID infiltration stormwater BMPs scattered throughout the new development. The locations, configurations, and elevation of the stormwater features were not available to SGS for this report. The following recommendations should be reviewed and amended as necessary by SGS once final stormwater systems have been determined.

*7.2 Infiltration Rates*

Grain size analyses were conducted on two separate samples of the marine fan soil collected from Borings B-6 and B-8. The detailed results of these tests are presented in Appendix C. From the grain size analysis results, infiltration rates were estimated and are presented in the table below:

<b>INFILTRATION RESULTS</b>				
<b>Boring</b>	<b>Sample</b>	<b>Depth (ft)</b>	<b>D<sub>10</sub> (mm)</b>	<b>Hydraulic Conductivity (in/hr)</b>
B-6	S-2	5 to 7	0.20	60
B-8	S-3	10 to 12	0.18	

The above values can be used for design of the stormwater treatment systems and for construction and permanent dewatering of building foundations.

*7.2 Proposed Wet Pond*

A groundwater elevation of 107.9 feet in the vicinity of Boring B-8 can be used for layout of the wet pond. An impermeable liner may be required for construction of the wet pond to maintain a permanent pool if the pond is elevated above the groundwater. If the construction of the wet pond results in an embankment greater than 10 feet, certification by a geotechnical engineer will

be required. Furthermore, if the groundwater elevation intersects the constructed slope above the permanent pool elevation, subsurface drainage will be necessary to avoid creating a seasonal spring on the face of the slope.

## **8.0 Construction and Earthwork Considerations**

Areas within the limits of the proposed buildings footprints should be cleared, stripped and grubbed of organic matter, topsoil, and other deleterious materials prior to placing engineered fill or constructing footings. Should pockets of soft soils be encountered during excavation we recommend the subgrade be visually inspected by the geotechnical engineer to determine if stabilization and/or removal is necessary as part of preparation for the new building foundations.

Utility trenching and general excavations below 4 feet should be sloped no greater than 1.5H to 1V (OSHA type C) in granular soils and/or below groundwater. These slopes are based on the current OSHA Excavation Guidelines. Depending on the extent of available area beyond excavations for sloping, sheet piles may be needed for the construction of the foundations of the buildings which include underground parking basements.

Dewatering will likely be required for some excavations. Dewatering may consist of shallow sumps, a well point system, or other dewatering methods. The marine fan subgrade is generally considered relatively pervious with transmissivity rates at approximately 60 in/hr, based on the gradation results. The contractor should furnish, install, operate, maintain, and remove the temporary dewatering systems to lower and control groundwater levels at least 2 feet below subgrade of excavations and to permit construction in-the-dry.

## **9.0 Closure**

Our recommendations are based on professional judgment and generally accepted principles of geotechnical engineering. Although unanticipated at this site, some changes in subsurface conditions from those presented in this report may occur. Should soil conditions differ materially from those described in this report, Summit should be notified so that we can re-evaluate our recommendations.

This report is intended to identify and address the geotechnical issues at the site and provide recommendations for the construction of the new development. We understand that the proposed building configurations, parking (above ground and below ground), finish grades, and stormwater treatment systems are currently conceptual and subject to change. The recommendations included in this report are general in nature to accommodate for potential changes to the development. Prior to final design or construction of all buildings, Summit should be retained to review final proposed building layouts to verify our recommendations and provide more refined, building-specific recommendations if appropriate. Additional geotechnical investigations may be required, depending on the building location and layout.

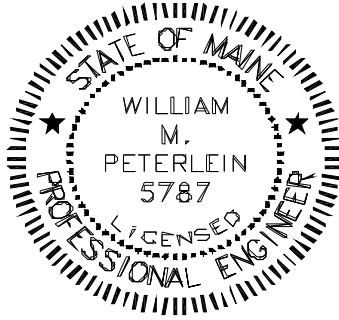
We appreciate the opportunity to provide geotechnical engineering and consulting services on this phase of the project. If there are any questions please do not hesitate to contact us.



Sincerely,  
**Summit Geoenvironmental Services, Inc.**



Mathew Hardison, EI  
Geotechnical Engineer



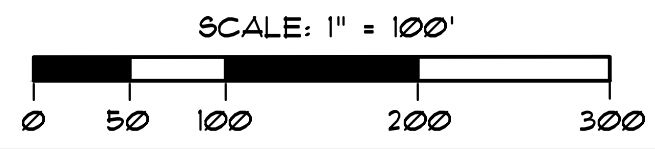
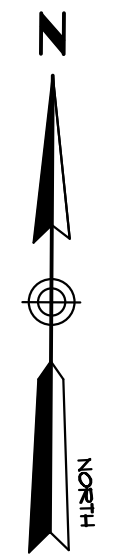
William M. Peterlein, PE  
Principal Geotechnical Engineer

**APPENDIX A**

**BORING LOCATION PLAN**



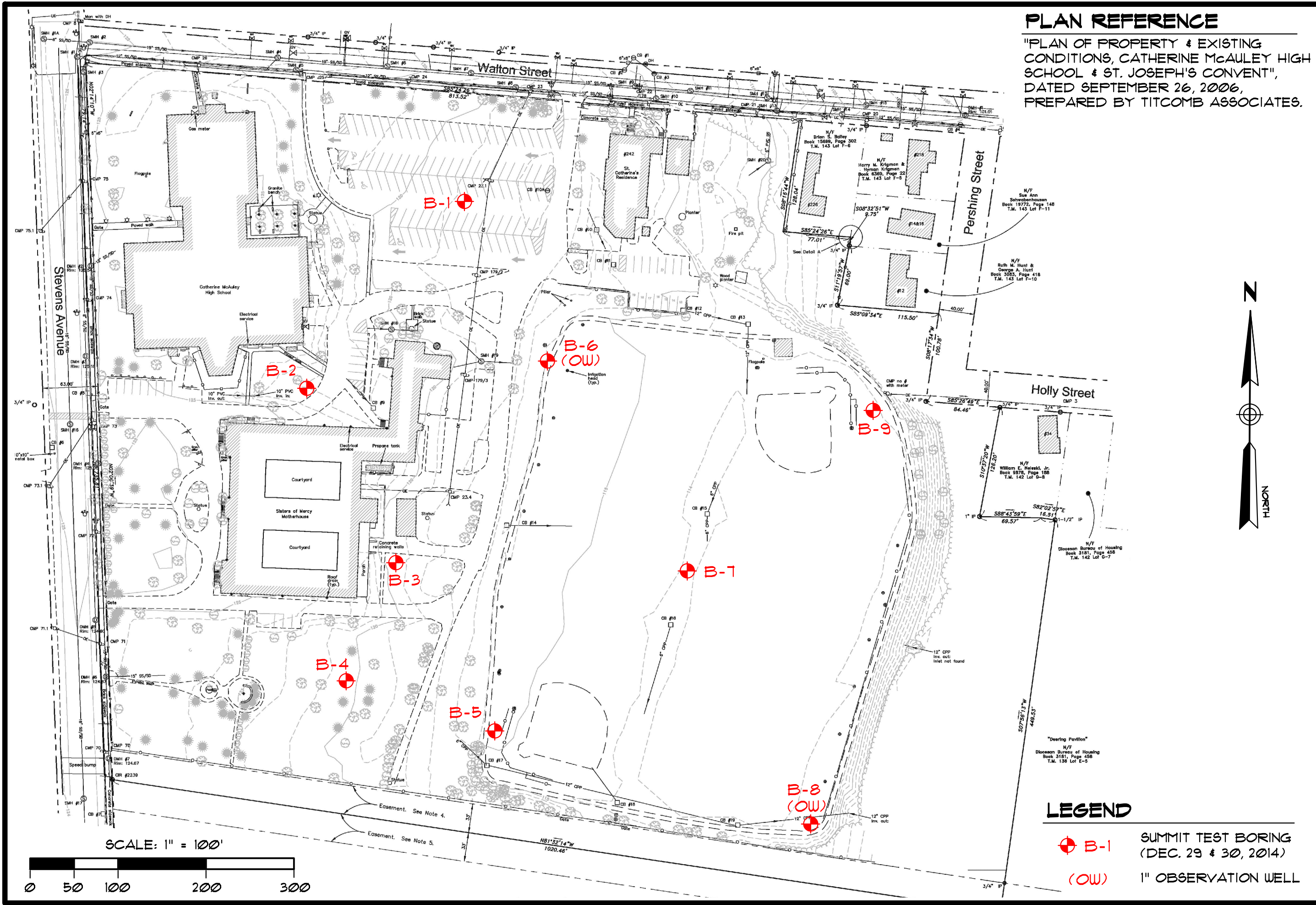
**PLAN REFERENCE**  
 "MCAULEY PLACE, CONCEPTUAL PHASING PLAN - PHASE 5"



- LEGEND**
- ⊕ B-1 SUMMIT TEST BORING (DEC. 29 & 30, 2014)
  - (OW) 1" OBSERVATION WELL

145 LISBON ST. - SUITE 601 LEWISTON, ME 04240 Tel: (207) 576-3313	113 PLEASANT STREET ROCKLAND, ME 04841 Tel: (207) 318-7161	PROJECT: <b>MCAULEY PLACE</b> STEVENS AVENUE - FORTLAND, MAINE	CLIENT: <b>SEACOAST MANAGEMENT CO.</b>
		TITLE: <b>TEST BORING LOCATION PLAN</b>	
SCALE: 1" = 100'		DRAWN BY: KRF	AFFR BY: WAP
DATE: MARCH 23, 2015			
PROJ.#: 14238			
FIGURE:			
		2	





**PLAN REFERENCE**

"PLAN OF PROPERTY & EXISTING CONDITIONS, CATHERINE MCAULEY HIGH SCHOOL & ST. JOSEPH'S CONVENT", DATED SEPTEMBER 26, 2006, PREPARED BY TITCOMB ASSOCIATES.

PROJECT: **MCAULEY PLACE**  
 STEVENS AVENUE - PORTLAND, MAINE  
 CLIENT: **SEACOAST MANAGEMENT CO.**

TITLE: **TEST BORING LOCATION PLAN**  
 SCALE: 1" = 100'  
 DRAWN BY: KRF  
 DATE: JANUARY 5, 2015  
 APPR BY: WAP

145 LISBON ST. - SUITE 601  
 LEWISTON, ME 04240  
 Tel: (207) 576-3313  
**SUMMIT**  
 GEOENGINEERING SERVICES

173 PLEASANT STREET  
 ROCKLAND, ME 04841  
 Tel: (207) 318-7161

PROJ.#: 14238  
 FIGURE: 1

**LEGEND**

- B-1 SUMMIT TEST BORING (DEC. 29 & 30, 2014)
- 1" OBSERVATION WELL

**APPENDIX B**

**BORING LOGS**



## EXPLORATION COVER SHEET

The exploration logs are prepared by the geotechnical engineer from both field and laboratory data. Soil descriptions are based upon the Unified Soil Classification System (USCS) per ASTM D2487 and/or ASTM D2488 as applicable. Supplemental descriptive terms for estimated particle percentage, color, density, moisture condition, and bedrock may also be included to further describe conditions.

**Drilling and Sampling Symbols:**

SS = Split Spoon Sample  
 UT = Thin Wall Shelby Tube  
 SSA = Solid Stem Auger  
 HSA = Hollow Stem Auger  
 RW = Rotary Wash  
 SV = Shear Vane  
 PP = Pocket Penetrometer  
 RC = Rock Core Sample

Hyd = Hydraulic Advancement of Drilling Rods  
 Push = Direct Push of Drilling Rods  
 WOH = Weight of Hammer  
 WOR = Weight of Rod  
 PI = Plasticity Index  
 LL = Liquid Limit  
 W = Natural Water Content  
 USCS = Unified Soil Classification System

**Water Level Measurements:**

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations may not be possible, even after several days of observations. Groundwater monitoring wells may be required to record accurate depths and fluctuation.

**Gradation Description and Terminology:**

Boulders:	Over 12 inches	Trace:	Less than 5%
Cobbles:	12 inches to 3 inches	Little:	5% to 15%
Gravel:	3 inches to No.4 sieve	Some:	15% to 30%
Sand:	No.4 to No. 200 sieve	Silty, Sandy, etc.:	Greater than 30%
Silt:	No. 200 sieve to 0.005 mm		
Clay:	less than 0.005 mm		

**Density of Granular Soils and Consistency of Cohesive Soils:**

CONSISTENCY OF COHESIVE SOILS		DENSITY OF GRANULAR SOILS	
SPT N-value blows/ft	Consistency	SPT N-value blows/ft	Relative Density
0 to 2	Very Soft	0 to 4	Very Loose
2 to 4	Soft	5 to 10	Loose
5 to 8	Firm	11 to 30	Compact
9 to 15	Stiff	31 to 50	Dense
16 to 30	Very Stiff	>50	Very Dense
>30	Hard		



**SO OR N O**

Boring #: \_\_\_\_\_  
 Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Project: McAuley Place  
 Location: Stevens Avenue  
 City, State: Portland, Maine

Drilling Co: Summit Geoeengineering Services Boring Elevation: 119 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	5.9 ft	113.1 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
1	S-1	24/18	0 - 2	8		Bituminous Pavement = 4 inches	PAVEMENT
				6		Dark brown SAND, little Silt and Gravel, mixed with black reclaim asphalt, compact, humid, SM	0.3'
				5			1'
2				5		Light brown medium grained SAND, trace Silt, compact, humid, SP	
3							
4							
5						Tan and slightly mottled Silty fine SAND, trace to little Clay with depth, compact/stiff, moist to wet, SM	4'+/- MARINE FAN DEPOSIT
6	S-2	24/20	5 - 7	8			
7				8			
8				7			
9				7		Denser drilling at 8'	8'+/-
10							
11	S-3	24/3	10 - 12	15		Light brown to olive brown Gravelly SAND, some Silt, little Clay, dense, wet, SM (Rocks in spoon tip; little sample recovery.)	
12				12			
13				20			
14				28			
15						End of Exploration at 12.9', Auger Refusal	12.9'
16							BEDROCK
17							
18							
19							
20							
21							
22							

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			





**SO OR N O**

Boring #: \_\_\_\_\_  
 Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Project: McAuley Place  
 Location: Stevens Avenue  
 City, State: Portland, Maine

Drilling Co: Summit Geoeengineering Services Boring Elevation: 122 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	10.4 ft	111.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb	12/29/2014	Caved at 5.4 ft	N/A	Measured in open hole
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
1	S-1	24/18	0 - 2	2		Dark brown SILT, some to little Sand, trace Gravel, rootlets, firm, damp, ML	TOPSOIL
2				3		Dark brown SAND, some Silt, loose, damp, SM	0.5'
3				3		Light brown medium to fine grained SAND, little Silt, loose, damp, SP-SM	1.7' FILL/ REWORKED NATIVE
4							
5							4'+/- MARINE FAN DEPOSIT
6	S-2	24/18	5 - 7	9		Tan medium to coarse grained SAND, trace Silt, compact, damp, SP	
7				11			
8				13			
9				15			
10							
11	S-3	24/24	10 - 12	7		Tan medium to coarse SAND, little to trace Silt, compact, moist, SP-SM	Water at 10.4'
12				7			
13				7			
14				19		Olive brown SILT-CLAY, fine Silty SAND seams, little Gravel, very stiff, moist to wet, ML to CL	11.5'
15							
16	S-4	1/1	15 - 15.1	50/1"		Gray Silty CLAY, fine Silty SAND seams, stiff, wet, CL (Dark purple to black rock fragments in spoon tip)	
17						End of Exploration at 15.1', Spoon & Auger Refusal	15.1' BEDROCK
18							
19							
20							
21							
22							

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			





**SO OR N O**

Boring #:

Project: McAuley Place  
 Location: Stevens Avenue  
 City, State: Portland, Maine

Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Drilling Co: Summit Geoeengineering Services

Boring Elevation: 119 feet

Driller: Craig Coolidge, P.E.

Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates

Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	7.5 ft	111.5 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
1	S-1	24/18	0 - 2	1		Dark brown SILT, little Sand and rootlets, soft, damp, ML	TOPSOIL
2				1			
3				2		Mottled brown SAND, trace Silt, loose damp, SP	1' MARINE FAN DEPOSIT
4				3			
5							
6	S-2	24/24	5 - 7	7			
7				10			
8				10		Tan medium grained SAND, trace Silt, compact, damp, SP	Water at 7.5'
9							
10							
11							
12							
13							
14							
15							
16	S-3	24/24	15 - 17	7			
17				5			
18				3			
19				2		Gray Silty fine SAND to Sandy SILT, trace Clay, loose/firm, wet, SM to ML	16.7'
20							
21							
22						End of Exploration at 20', Auger Refusal	20' BEDROCK

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



**SO OR N O**

Boring #:  
 Project #: 14238  
 Sheet: 1 of 2  
 Chkd by: WMP

Drilling Co: Summit Geoeengineering Services Boring Elevation: 121 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	11.4 ft	109.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb	12/29/2014	Caved at 6 ft	N/A	Measured open hole
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
1	S-1	24/12	0 - 2	WOH		Dark brown SILT, little Sand and rootlets, soft, damp, ML	0.7'
2				1		Brown SAND, little to trace Silt, loose, humid to damp, SP to SP-SM	
3				2			
4				3			
5							
6	S-2	24/18	5 - 7	5		Tan medium grained SAND, trace Silt, compact, damp, SP	Water at 11.4'
7				8			
8				11			
9				14			
10							
11	S-3	24/18	10 - 12	6		Tan medium grained SAND, little to trace Silt, compact to dense, wet SP to SP-SM	
12				10			
13				15			
14				20			
15						Running sands at 15', sample contained 'fluffed' sand from inside auger. Due to disturbance, blow counts are not representative of the soil.	
16	S-4	24/24	15 - 17	1		Olive gray fine to medium grained Silty SAND, loose, wet, SM	
17				WOH			
18				1		Gray Silty CLAY, soft, wet, CL	16.7'
19							
20							
21	S-5	24/24	20 - 22	WOH		Gray Silty CLAY, trace Gravel, very soft, wet, CL	
22				WOH			
				5		Gray fine SAND-SILT, dense/stiff, wet, SM to ML	
				16			

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little	Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



**SO OR N O**

Boring #:

Project: McAuley Place  
 Location: Stevens Avenue  
 City, State: Portland, Maine

Project #: 14238  
 Sheet: 2 of 2  
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services

Boring Elevation: 121 feet

Driller: Craig Coolidge, P.E.

Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates

Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	11.4 ft	109.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb	12/29/2014	Caved at 6 ft	N/A	Measured open hole
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	S A M P L E					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
23							MARINE FAN DEPOSIT
24							
25							
26	S-6	1-Jan	25 - 25.1	50/1"		Gray fine to medium grained SAND, some Silt, trace Gravel, compact, wet, SM	
27						End of Exploration at 25.1', Auger Refusal	25.1'
28							BEDROCK
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							
41							
42							
43							
44							

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index, NE = None Encountered <u>Bedrock Joints</u> WOH = Weight of Hammer, WOR = Weight of Rod Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Soil Moisture Condition Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft			
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



**SO OR N O**

Boring #: \_\_\_\_\_  
 Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Drilling Co: Summit Geoeengineering Services Boring Elevation: 115 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/29/2014	5.5 ft	109.5 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
1	S-1	24/24	0 - 2	3		Dark brown SILT, little Sand and rootlets, firm, damp, ML	TOPSOIL
				7			
2				11		Brown SAND, some Gravel, little Silt, compact, damp, SM	0.9' MARINE FAN DEPOSIT
				14			
3						Tan SAND coarse to fine grained w/depth, trace to little Silt, compact, wet, SP to SP-SM	Water at 5.5'
4							
5						Tan SAND coarse to fine grained w/depth, trace to little Silt, compact, wet, SP to SP-SM	Water at 5.5'
6	S-2	24/20	5 - 7	6			
				9		Tan SAND coarse to fine grained w/depth, trace to little Silt, compact, wet, SP to SP-SM	Water at 5.5'
				10			
7				10		Tan SAND coarse to fine grained w/depth, trace to little Silt, compact, wet, SP to SP-SM	Water at 5.5'
8							
9						Tan SAND coarse to fine grained w/depth, trace to little Silt, compact, wet, SP to SP-SM	Water at 5.5'
10							
11	S-3	24/24	10 - 12	6		Light brown medium to fine grained SAND, little Silt, loose to compact, wet, SP-SM	11'
				4			
12				3		Gray Silty CLAY, firm, wet, CL	11'
				3			
13						Gray Silty CLAY, firm, wet, CL	11'
14							
15						Gray Silty CLAY, firm, wet, CL	11'
16	S-4	24/24	15 - 17	WOH			
				4		Gray Silty fine SAND to Sandy SILT, dense/hard, wet, SM to ML	15.5'
				19			
17				21		Gray Silty fine SAND to Sandy SILT, dense/hard, wet, SM to ML	15.5'
18							
19						Gray Silty fine SAND to Sandy SILT, very dense/hard, wet, SM to ML	15.5'
20							
21	S-5	24/24	20 - 22	8		Gray Silty fine SAND to Sandy SILT, very dense/hard, wet, SM to ML	15.5'
				29			
				70		Gray Silty fine SAND to Sandy SILT, very dense/hard, wet, SM to ML	15.5'
				72			
22						End of Exploration at 22', Spoon Refusal	22' PROBABLE BEDROCK

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little	Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



**SO OR N O**

Boring #:  
 Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Drilling Co: Summit Geoeengineering Services Boring Elevation: 115 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	6.4 ft	108.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb	3/23/2015	8.0 ft	107.0 ft	Measured in OW on 3/23/2015
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum	
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>			
1	S-1	24/24	0 - 2	4		Water at 6.4'	TOPSOIL	
				5			Dark brown SILT, little Sand and rootlets, firm to stiff, damp to frozen, ML	
2				5			Dark brown Silty SAND, little Gravel, compact, damp, SP	0.7' FILL
				8			Brown Sand, trace Silt and Gravel, compact, damp, SP	
3								1.8' MARINE FAN DEPOSIT
4								1" PVC Well Screen 3.1' to 13.1'
5								
6	S-2	24/18	5 - 7	8			Light brown to tan medium grained SAND, trace Silt, compact, damp, SP	
				12				
7				12				
				10				
8								
9								
10								
11	S-3	24/24	10 - 12	2		Olive brown and mottled fine Sandy SILT to Silty CLAY, some fine Sand, firm, wet, ML to CL		
				2				
12				2				
				5				
13						End of Exploration at 13.1', Auger Refusal	13.1' BEDROCK	
14								
15								
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



**SO OR N O**

Boring #: \_\_\_\_\_  
 Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Drilling Co: Summit Geoeengineering Services Boring Elevation: 114 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	5.4 ft	108.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
1	S-1	24/15	0 - 2	5		Dark brown SILT, little Sand and rootlets, firm, damp to frozen, ML	TOPSOIL
2				6		Brown SAND, little Silt and Gravel, compact, damp, SM	0.7' FILL / REWORKED NATIVE
3				9			
4				7			
5						Dark brown medium to fine grained SAND, some to little Silt, moist to wet, loose, SM	Water at 5.4'
6	S-2	24/18	5 - 7	3		(Probable former topsoil and reworked native sand)	
7				7		Brown medium to fine grained SAND, little to trace Silt, compact, wet, SP to SP-SM	6'+/- MARINE FAN DEPOSIT
8				13			
9				15		*Running Sands at 10'. Sampled 'fluffed' sand inside augers. Disturbed sample, no blow counts recorded. Same as above, compact, wet, SP to SP-SM	
10	S-3	18/18	8.5 - 10	*			
11				*			
12				*			
13							
14							
15							
16	S-4	24/24	15 - 17	2		Light brown Silty fine SAND, trace Clay, occasional Silty CLAY seam, compact/stiff, wet, SM	
17				7			
18				9			
19				14		Denser drilling at 18'	
20							
21	S-5	24/24	20 - 22	7		Same as above, compact, wet, SM	
22				9			
				6			
				7			
						End of Exploration at 22', No Refusal	22'

Granular Soils		Cohesive Soils		% Composition	NOTES:	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487		
0-4	V. Loose	<2	V. soft		PP = Pocket Penetrometer, MC = Moisture Content	Dry: S = 0%
5-10	Loose	2-4	Soft	< 5% Trace	LL = Liquid Limit, PI = Plastic Index	Humid: S = 1 to 25%
11-30	Compact	5-8	Firm	5-15% Little	<u>Bedrock Joints</u>	Damp: S = 26 to 50%
31-50	Dense	9-15	Stiff	15-30% Some	Shallow = 0 to 35 degrees	Moist: S = 51 to 75%
>50	V. Dense	16-30	V. Stiff	> 30% With	Dipping = 35 to 55 degrees	Wet: S = 76 to 99%
		>30	Hard		Steep = 55 to 90 degrees	Saturated: S = 100%

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches  
 Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200



**SO OR N O**

Boring #: \_\_\_\_\_  
 Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services Boring Elevation: 114 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	6 ft +/-	108 ft +/-	Observed moisture content
Method:	2-1/4" HSA	Hammer:	140 lb	2/16/2015	6.1 ft	107.9 ft	Measured in OW on 2/16/2015
Hammer Style:	Auto	Method:	ASTM D1586	3/23/2015	6.1 ft	107.9 ft	Measured in OW on 3/23/2015

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>		
1	S-1	24/12	0 - 2	8		Dark brown SILT, some to little Sand and Gravel, rootlets, firm, damp to frozen, ML	TOPSOIL
2				5		Brown Gravelly SAND, little Silt, compact, damp, SM Cobbles at 1.5'	0.5' FILL / REWORKED NATIVE
3				4			
4				5			
5							
6	S-2	24/18	5 - 7	2		Dark brown medium to fine grained SAND, some to little Silt, moist to wet, loose, SM	
7				3		(Probable former topsoil and reworked native sand)	
8				7		Light brown medium to coarse SAND, trace Silt, compact to dense, wet, SP	6.5' MARINE FAN DEPOSIT  1" PVC Well Screen 4' to 9'
9				14			
10							
11	S-3	24/24	10 - 12	2		Light brown medium to coarse SAND, trace Silt and Gravel, loose, wet, SP	
12				4		Olive brown Silty CLAY, some fine Sand, stiff, wet, CL	11.7'
13				6			
14				8		End of Exploration at 13.1', Auger Refusal	13.1' BEDROCK
15							
16							
17							
18							
19							
20							
21							
22							

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Dry: S = 0% Humid: S = 1 to 25% Damp: S = 26 to 50% Moist: S = 51 to 75% Wet: S = 76 to 99% Saturated: S = 100%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Stiff	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



**SO OR N O**

Boring #:  
 Project #: 14238  
 Sheet: 1 of 1  
 Chkd by: WMP

Drilling Co: Summit Geoeengineering Services Boring Elevation: 114 feet  
 Driller: Craig Coolidge, P.E. Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates  
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I. Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD		SAMPLER		ESTIMATED GROUND WATER DEPTH			
Vehicle:	Power Probe	Length:	24" SS	Date	Depth	Elevation	Reference
Model:	AMS 9500	Diameter:	2"OD/1.5"ID	12/30/2014	9.4 ft	104.6 ft	Measured in augers
Method:	2-1/4" HSA	Hammer:	140 lb				
Hammer Style:	Auto	Method:	ASTM D1586				

Depth (ft.)	SAMPLER					Geological/ Test Data	Geological Stratum	
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N <sub>60</sub>			
1	S-1	24/18	0 - 2	3		Dark brown SILT, little Sand, Clay, and rootlets, firm to stiff, damp to frozen, ML  Brown SAND, some Gravel, little Silt, compact, damp, SW-SM Cobbles at 1.5'     Olive brown Clayey SILT to Silty CLAY, little Sand and Gravel, firm, damp to moist, ML to CL     Dark brown medium to fine grained SAND, some Silt, rootlets and organics, wet, loose, SM (Probable former topsoil and reworked native sand)  Light brown and mottled SAND, little Silt, trace Gravel, compact, wet, SP-SM to SM    Light brown and mottled coarse SAND, trace Silt, compact, wet, SP Olive brown to gray Silty CLAY, stiff, wet, CL    Olive brown to gray Silty CLAY, some Sand and Gravel, firm, to stiff, wet, CL End of Exploration at 20.1', Spoon & Auger Refusal	Water at 9.4'	TOPSOIL
2				5				1'
3				9				FILL / REWORKED NATIVE
4				8				
5								
6	S-2	24/24	5 - 7	2				
7				2				
8				3				
9				4				
10								
11	S-3	24/20	10 - 12	3				
12				6		11'		
13				13		MARINE FAN DEPOSIT		
14				14				
15								
16	S-4	24/24	15 - 17	5		16'		
17				7				
18				6				
19				5				
20								
21	S-5	7/7	19.5 - 20.1	4				
22				50/1"		20.1'		
						BEDROCK		

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index  Bedrock Joints Shallow = 0 to 35 degrees Dipping = 35 to 55 degrees Steep = 55 to 90 degrees  Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Soil Moisture Condition			
Blows/ft.	Density	Blows/ft.	Consistency			Dry: S = 0%	Humid: S = 1 to 25%	Damp: S = 26 to 50%	Moist: S = 51 to 75%
0-4	V. Loose	<2	V. soft	< 5% Trace					
5-10	Loose	2-4	Soft	5-15% Little					
11-30	Compact	5-8	Firm	15-30% Some					
31-50	Dense	9-15	Stiff	> 30% With					
>50	V. Dense	16-30	V. Stiff						
		>30	Hard						



**APPENDIX C**

**LABORATORY TESTING RESULTS**



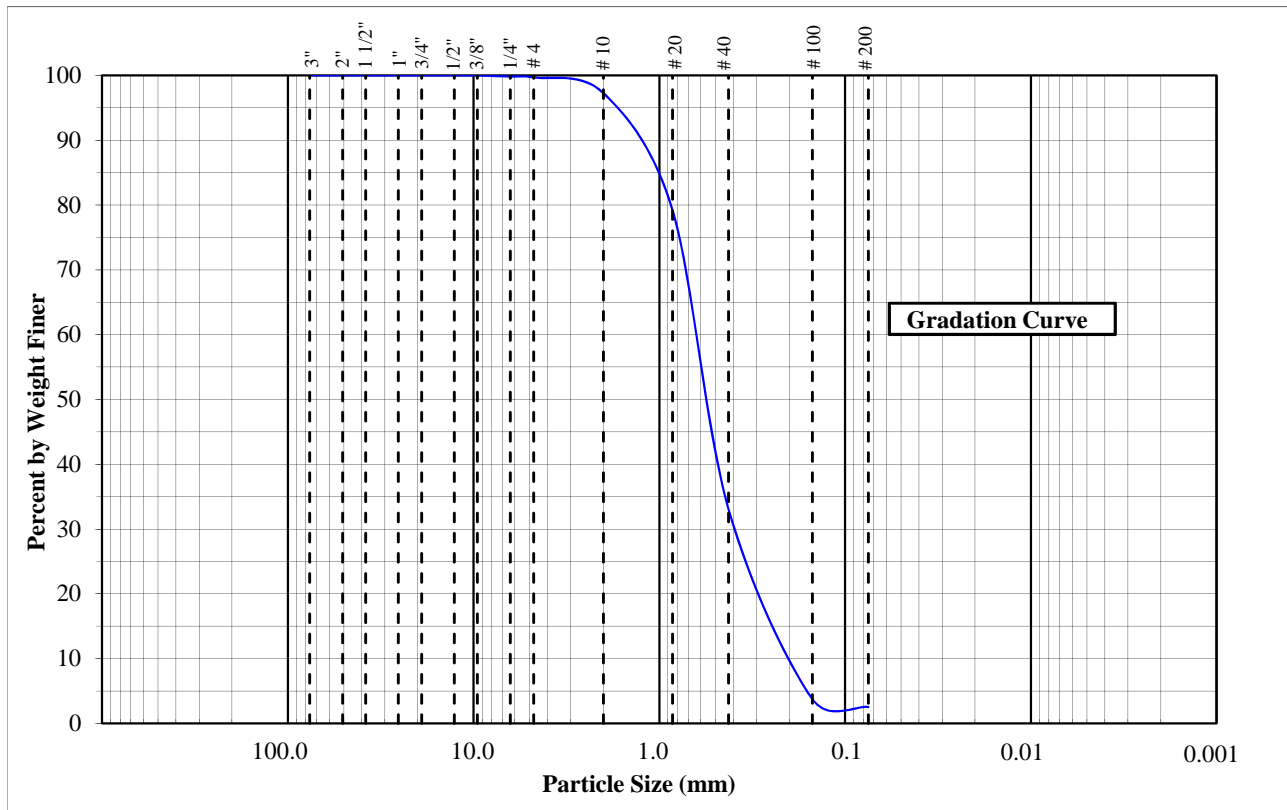
**GRAIN SIZE ANALYSIS - ASTM D422**

PROJECT NAME: McAuley Place  
 CLIENT: Sea Coast Management Company  
 SOURCE: B-6, 5'-7'  
 DATE: 1/8/2015

PROJECT NUMBER: 14238  
 SAMPLE NUMBER: B-6, S-2  
 DESCRIPTION: Medium-fine SAND, trace Silt, SP  
 TECHNICIAN: Erika Hawksley, E.I.

**DATA**

<u>PARTICLE SIZE mm</u>	<u>% BY WT FINER</u>
76.20 (3 in)	100.0
50.80 (2 in)	100.0
38.10 (1-1/2 in)	100.0
25.40 (1 in)	100.0
19.05 (3/4 in)	100.0
12.70 (1/2 in)	100.0
9.53 (3/8 in)	100.0
6.35 (1/4 in)	99.8
4.75 (No. 4)	99.7
2.00 (No. 10)	97.3
0.85 (No. 20)	79.2
0.43 (No. 40)	33.1
0.15 (No. 100)	3.8
0.075 (No. 200)	2.5



REMARKS: Moisture Content = 14.7%



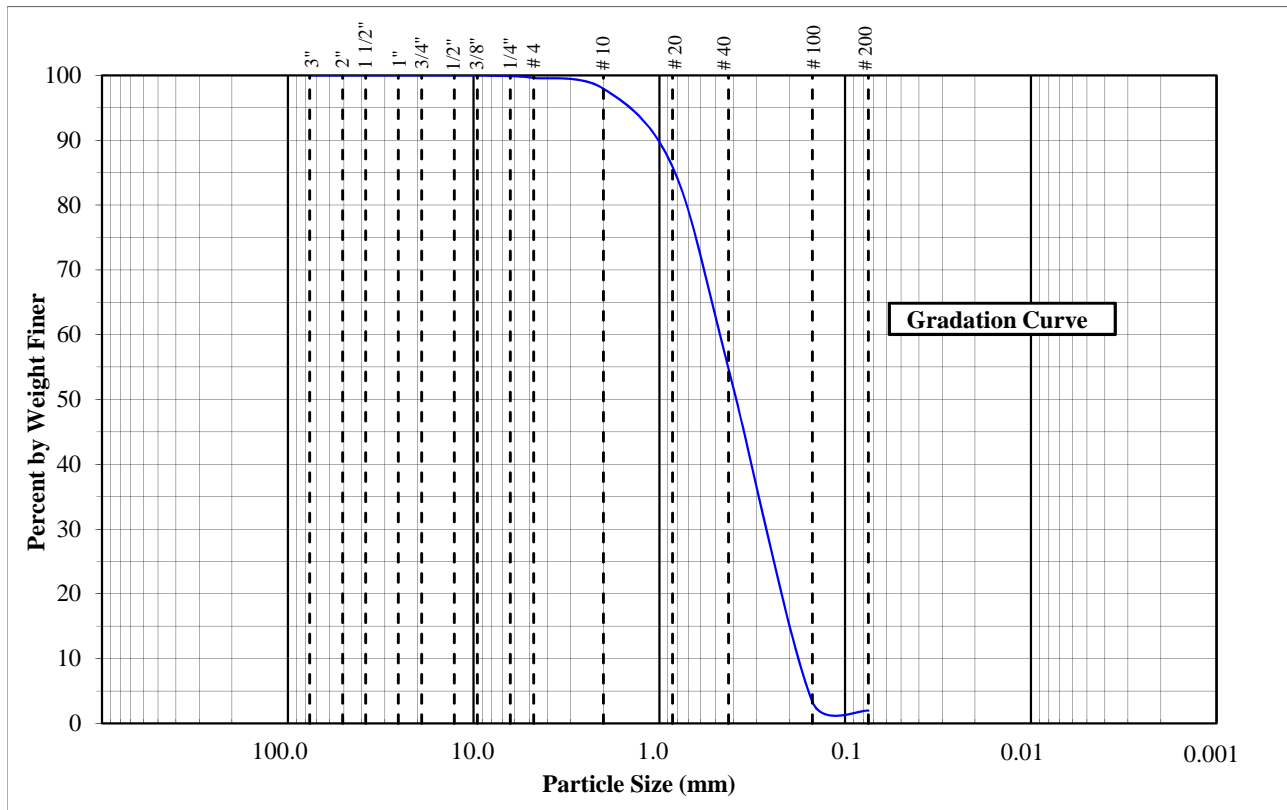
**GRAIN SIZE ANALYSIS - ASTM D422**

PROJECT NAME: McAuley Place  
 CLIENT: Sea Coast Management Company  
 SOURCE: B-8, 10'-12'  
 DATE: 1/8/2015

PROJECT NUMBER: 14238  
 SAMPLE NUMBER: B-8, S-3  
 DESCRIPTION: Medium-fine SAND, trace Silt, SP  
 TECHNICIAN: Erika Hawksley, E.I.

**DATA**

<u>PARTICLE SIZE mm</u>	<u>% BY WT FINER</u>
76.20 (3 in)	100.0
50.80 (2 in)	100.0
38.10 (1-1/2 in)	100.0
25.40 (1 in)	100.0
19.05 (3/4 in)	100.0
12.70 (1/2 in)	100.0
9.53 (3/8 in)	100.0
6.35 (1/4 in)	99.9
4.75 (No. 4)	99.6
2.00 (No. 10)	98.0
0.85 (No. 20)	85.9
0.43 (No. 40)	54.8
0.15 (No. 100)	3.3
0.075 (No. 200)	2.0



REMARKS: Moisture Content = 18%

## EXHIBIT 11

### CONSTRUCTION MANAGEMENT PLAN

Construction of Lot 4-Building -1 is expected to commence in the summer of 2018 following approvals and be completed in the summer/fall of 2019.

The site area will be secured with fencing and accessed using the same entrance and exit as with the Motherhouse from Stevens Avenue. A final plan will be prepared by the Contractor prior to issue of the building permit. All work will be coordinated closely with the work at the Motherhouse while there is overlap of construction windows. It is anticipated that all heavy site work for Building-1 would be completed prior to final paving of the Motherhouse or the access aisles would remain as base pavement until such time as heavy equipment for Building-1 can be minimized. All work will be coordinated with the Maine Girls Academy and Motherhouse contractors.

Utility connections and street openings in Stevens Avenue or Walton Street will not be required as they are being completed during the Motherhouse project. All service leads will be onsite at the commencement of Building 1- start up.

#### **SPECIFIC CONSTRUCTION MANAGEMENT ACTIVITIES FOR BUILDING-1 INCLUDE:**

1. **SITE SECURITY AND FENCING:**
  - a. Construction barriers will be utilized around the front of Lot 4 up to the athletic fields with access gates at key locations to be coordinated with the contractor and the Maine Girls Academy.
  - b. Designated gates and markings will provide strict control over access routes between the Maine Girls Academy and the Athletic Fields.
  - c. All fencing for Building-1 will be secured at the end of site activities on a regular basis.
  - d. In general work impacting the Maine Girls Academy will attempt to be scheduled as best as possible during low use periods (vacations, etc.).
  - e. Regular site safety and scheduling meetings will be held between the contractor, owners, the Maine Girls Academy and St. Catherine's resident representatives.
2. **CONSTRUCTION VEHICLE AND MCAULEY HS ACCESS:**
  - a. All construction traffic will be directed to and from Stevens Avenue similar to the Motherhouse project. Truck routes will be reviewed with the City at the pre-construction meeting.
  - b. Stone aprons will be provided as required at the construction access off from paved surfaces during renovations to the access as specified on the site plans and Erosion Control Report.
3. **UTILITY INSTALLATION:**
  - a. Sewer service along the edge of Lot 3 and 4 to the main on-site trunk line will be coordinated with the Motherhouse and the Maine Girls Academy to minimize disruption to the edges of the athletic fields and will be conducted when those fields are in minimal use or off-season.
  - d. Any storm drainage work which affects the athletic fields (minimal is required) will be coordinated during non-field use periods and the fields signed appropriately.

**4. BUILDING CONSTRUCTION:**

- a. Construction debris and recycled materials will be stored in 30 yard or similar construction bins and removed as required from the Stevens Avenue access route.
- b. All work will be coordinated through the general contractor with all deliveries to be made from Stevens Avenue unless unusual circumstances require access from Walton Street.
- c. All trees to be saved will be protected with fencing or approved barriers in areas of construction.
- d. Material lay down and storage areas will be designated and secured.

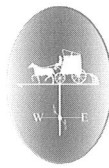
## **EXHIBIT 12**

### **UTILITY SERVICEABILITY LETTERS**

Attached are letters from the Portland Water District and Central Maine Power Company. Please note that these letters apply to the full campus build-out and were provided for the overall subdivision and MPD approval. The letters remain valid for Lot 4-Building 1.

The design team has been working closely with UNITIL to provide a 2-inch natural gas service from Stevens Avenue into the site to service both Lot 3 (Motherhouse) and the future development of Lot 4 (Buildings 1-5). The contract for that extension has been approved by UNITIL and the main is expected to be installed within several weeks up to Building -1. We will provide an updated serviceability letter to Planning Staff when received from UNITIL.

The Wastewater Capacity Application for the City of Portland is being processed concurrent with this submission to the Department of Public Services for approval. A final letter from that Department will be provided to Staff when issued.



## Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

April 15, 2015

Fay Spofford & Thorndike  
778 Main Street, Suite 8  
South Portland, ME 04106

Attn: Andrew Johnston, P.E.  
Re: McAuley High School Campus - 605 Stevens Avenue Portland  
Ability to Serve with PWD Water

Dear Mr. Johnston:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on March 6, 2015. 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.

### Conditions of Service

The following conditions of water service apply:

- The existing services at this site may be used by the proposed development as long as the project team determines that they will provide adequate flow and pressure for the proposed use. If any of the existing services will no longer be used as a result of the development then they must be retired per PWD standards. This includes shutting the corporation valve and cutting the pipe from the water main (for service sizes 2-inch and smaller) or removing the gate valve and capping the tapping sleeve (for service sizes 4-inch and larger).
- Approval of plans will be required for the project prior to construction. As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water main and water service line configuration. We will work with you to ensure that the design meets our current standards.

### Existing Site Service

According to District records, the project site does currently have a number of existing water services. The following water service lines are located as shown on the attached water service cards:

- Saint Josephs Convent (605 Stevens Avenue) is served by a 6-inch diameter cast iron domestic water service line and an 8-inch cast iron fire service line.
- Catherine McAuley High School (631 Stevens Avenue) is served by a 4-inch diameter cast iron domestic service line
- Saint Catherines Hall (242 Walton Street) is served by a 1.5-inch diameter copper domestic water service line and a 6-inch cast iron fire service line.



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 is an 8-inch diameter cast iron main water main on the east side and a 12-inch cast iron water main on the west side of Stevens Avenue, a 6-inch cast iron water main on the south side of Walton Street and public fire hydrants located on Stevens Avenue and on Walton Street in front of the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location:	Stevens Ave 200' S of Walton St	Walton St 100' W of Dingley Ct
Hydrant Number:	POD-HYD01287	POD-HYD01922
Last Tested:	3/9/2013	2/14/2013
Static Pressure:	64 psi	64 psi
Residual Pressure:	Not Measured	Not Measured
Flow:	Not Measured	Not Measured

### 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. 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

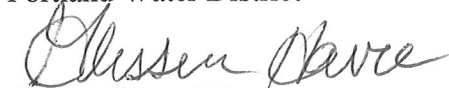
The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

### Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please 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.

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





3/9/2015

**Andrew Johnson**

Fay, Spofford & Thorndike

778 Main Street

South Portland, ME 04106

*Sent via email to: AJohnston@fstinc.com*

RE: Ability to Serve Letter for Redevelopment of McAuley High School Campus in Portland

Dear Mr. Johnson:

CMP has the ability to serve the proposed project located at 605 Stevens Avenue in Portland, Maine, in accordance with our CMP Handbook (web link below). We can provide you the desired pad or pole mounted transformers per your request and city approval, in accordance with our CMP Standards Handbook. If you have any questions on the process, or need help in completion of the documents, please feel free to contact me.

**New Service Milestones**

- Call 1-800-565-3181 to establish a new account and an SAP work order.
- Submit any electronic drawings (PDF (preferred) or DWG files) of the site layout and proposed electrical connections if you have them.
- Submit Load information. Please complete this CMP spreadsheet using load information
- Submit the easement information worksheet. Please complete this CMP form and either email or fax back to us.
- Preliminary meetings with CMP to determine the details of job
- Field planner design appointment to cost out job and develop CMP Invoice.
- Submit invoice for payment.
- Easements signed and payment received.
- Job scheduled for completion after the electrical inspection has been received.

This process can take several months, depending upon several factors including transformer delivery, potential substation upgrades, return of completed paperwork, and other jobs in the system that may be ahead of yours. In addition, contact with the other utilities, including telephone and cable, should be commenced as soon as practical. They may have additional work or charges in addition to the CMP work required to bring your project on line.

162 Canco Road Portland, ME 04103  
Tel (800) 750-4000  
207-842-2367 office  
207-458-0382 cell  
207-626-4082 fax

[www.cmpco.com](http://www.cmpco.com)



An equal opportunity employer



For your convenience, here is a link to the CMP Website which contains our Handbook with details on most service requirements:

[CMP Handbook of Standard Requirements](#)

(<http://www.cmpco.com/MediaLibrary/3/6/Content%20Management/YourAccount/PDFs%20and%20Docs/handbook.pdf>)

If you have any questions, please contact me.

Regards,

A handwritten signature in black ink that reads "Jamie Cough". The signature is written in a cursive, flowing style.

Jamie Cough  
Energy Services Advisor  
Central Maine Power Company  
162 Canco Road  
Portland, ME 04103  
207-842-2367 office  
207-458-0382 cell  
207-626-4082 fax

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[www.cmpco.com](http://www.cmpco.com)



An equal opportunity employer

## EXHIBIT 13

### LIGHTING CUTS

The project will provide the following site lighting as well as benefitting from new shared lighting being installed on the south side of Lot 3 as part of the Motherhouse project. Refer to the Site Lighting and Lighting Calculations Plans Plans E 1.0 and E2.0 for lighting locations and photometrics. The light fixtures are consistent with the Motherhouse and will continue to be used for continuity throughout the future senior campus.

1. Light Fixtures- Two (2) 12-foot residential scale LED fixtures, with 90 degree cutoff shields are proposed. (Mozart Series by US Architectural Lighting® & Sun Valley Lighting®.)
2. Bollard Lights – The new main sidewalk from Stevens Avenue to Building -1 which will serve as a future major pedestrian access into the future Lot 4 campus will include 8 bollard LED lights for night time safety and provide a low level illumination accent into the site. (BRA6 series by US Architectural Lighting®.)
3. The main entry will utilize recessed ceiling LED lights by Fail Safe®.
4. The garage door and rear door will be provided with down lit LED wall lights by Lumark®.
5. The rear patio seating will house recessed low level wall lights by Targetti®.

Lighting cuts are attached.

There will be no lighting spillover into Baxter Woods based on the photometrics of Plan E2.0.

**Bartlett Design**

**IG TI G E E TRI A E GI EERI G**

942 WASHINGTON STREET BATH, MAINE 04530

TEL (207) 443-5447

bartlettdesigninc@comcast.net

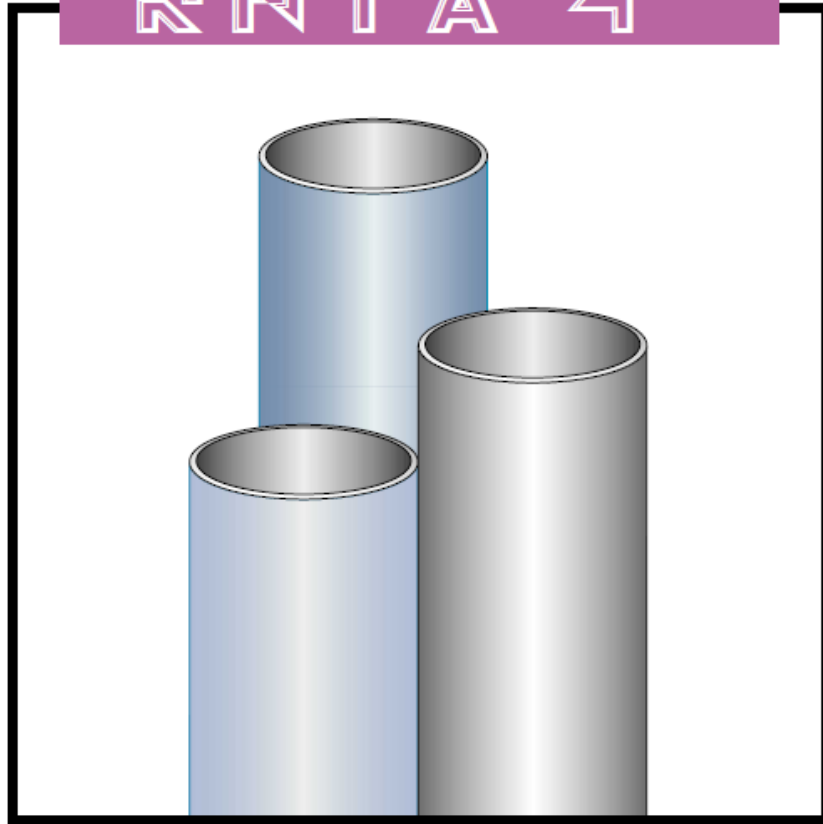
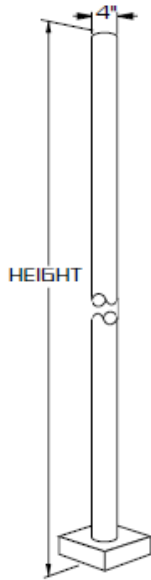
**te ens A en e**  
Portland, Maine

August 11, 2017

**RO O ED ITE IG TI G I T RE**

T E

## RNTA 4"





















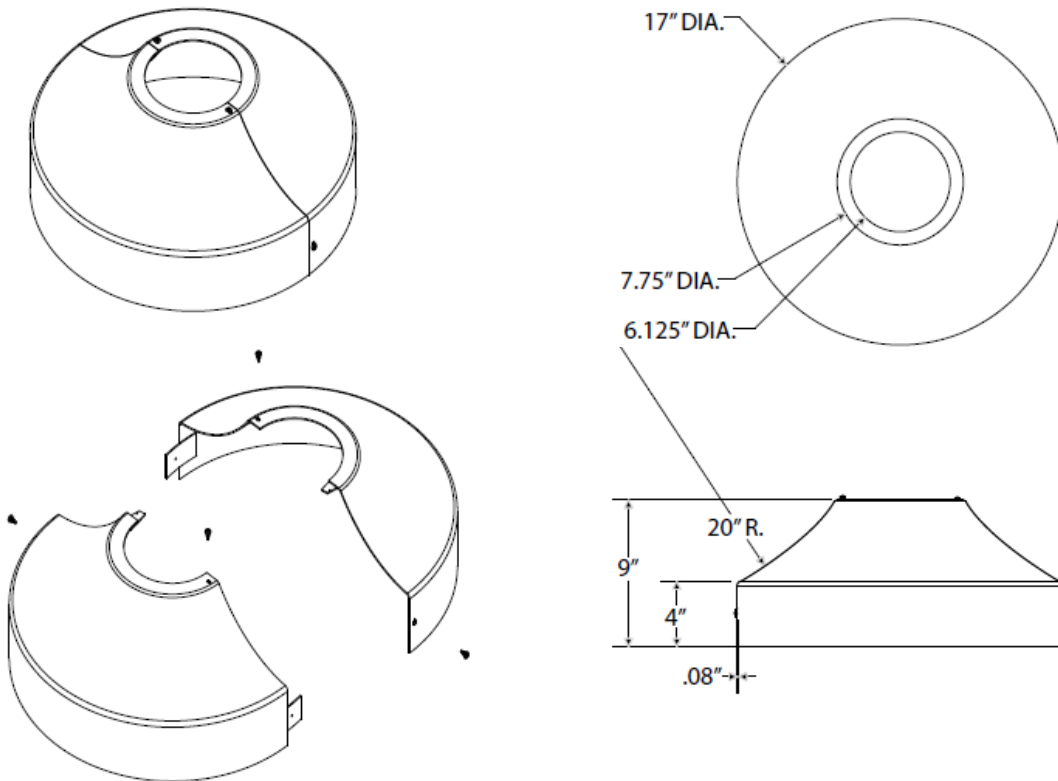
### 4" ROUND STRAIGHT ALUMINUM

#### SPECIFICATIONS

- SHAFT:** 4" DIAMETER, EXTRUDED FROM 6063 ALLOY ALUMINUM TUBING. HEAT TREATED TO PRODUCE A T6 TEMPER. SHAFT INCLUDES A PERIPHERALLY REINFORCED HAND HOLE FURNISHED WITH COVER. SHAFT IS FURNISHED WITH GROUND LUG LOCATED ON CAST ALUMINUM BASE PLATE.
- BASE PLATE:** CAST ALUMINUM CONSTRUCTED OF A-356 ALUMINUM ALLOY HEAT TREATED TO PRODUCE A T6 TEMPER. STRUCTURALLY ENGINEERED BASE INCLUDES EIGHT HEAVY WALL REINFORCING VERTICAL GUSSETS. BASE TELESCOPES AND IS CIRCUMFERENTIALLY WELDED TO SHAFT AT BOTH THE OUTSIDE TOP AND INSIDE BOTTOM OF THE BASE.
- ANCHORAGE:** [4] ANCHOR BOLTS FABRICATED FROM HOT ROLLED STEEL BAR. MINIMUM YIELD STRENGTH OF 50,000 P.S.I. BOLTS HAVE "L" BEND ON ONE END AND ARE THREADED ON THE OTHER END. BOLTS ARE FULLY GALVANIZED AND ARE FURNISHED WITH TWO NUTS AND TWO WASHERS.
- BASE COVER:** FABRICATED FROM HEAVY WALL ALUMINUM CONSTRUCTION. TWO PIECE COVER ENTIRELY CONCEALS BASE.
- FINISH:** POLYESTER POWDER COAT-STATE OF THE ART 20 PSI PRESSURE POWER WASH AT 140° TEMPERATURE INCORPORATES FOUR STEP IRON PHOSPHATE PROCESS TO CLEANSE AND PRETREAT THE METAL SURFACE FOR MAXIMUM PAINT ADHESION. ELECTROSTATICALLY APPLIED TEXTURED POLYESTER POWDER TOPCOAT IS BAKED AT 400° TEMPERATURE FOR MAXIMUM HARDNESS AND EXTERIOR DURABILITY.

**T E**

MODEL NO. :	POLES	MOUNTING	FINISH																																					
<b>R N T A</b>	<table border="1"> <thead> <tr> <th></th> <th>POLE HEIGHT</th> <th>WALL THICKNESS</th> <th>BOLT CIRCLE</th> <th>ANCHORAGE</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> 84-125</td> <td>8'</td> <td>.125</td> <td>10 1/4"</td> <td>3/4"X18"X3"</td> </tr> <tr> <td><input type="checkbox"/> 104-125</td> <td>10'</td> <td>.125</td> <td>10 1/4"</td> <td>3/4"X18"X3"</td> </tr> <tr> <td><input type="checkbox"/> 124-125</td> <td>12'</td> <td>.125</td> <td>10 1/4"</td> <td>3/4"X18"X3"</td> </tr> <tr> <td><input type="checkbox"/> 144-125</td> <td>14'</td> <td>.125</td> <td>10 1/4"</td> <td>3/4"X18"X3"</td> </tr> </tbody> </table>		POLE HEIGHT	WALL THICKNESS	BOLT CIRCLE	ANCHORAGE	<input type="checkbox"/> 84-125	8'	.125	10 1/4"	3/4"X18"X3"	<input type="checkbox"/> 104-125	10'	.125	10 1/4"	3/4"X18"X3"	<input type="checkbox"/> 124-125	12'	.125	10 1/4"	3/4"X18"X3"	<input type="checkbox"/> 144-125	14'	.125	10 1/4"	3/4"X18"X3"	<input type="checkbox"/> 2 3/8"X4" TENON PT23 <input type="checkbox"/> 2 7/8"X4" TENON <b>PT27</b> <input type="checkbox"/> OTHER TENON MT _____  <p style="text-align: center;"><b>DRILL MOUNT</b></p> <table border="0"> <tr> <td><input type="checkbox"/> 1.....</td> <td></td> <td><input type="checkbox"/> 3-90.....</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 2-180.....</td> <td></td> <td><input type="checkbox"/> 4-90.....</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 2-90.....</td> <td></td> <td><input type="checkbox"/> 3-120.....</td> <td></td> </tr> </table> <p>2-90, 3-90, 4-90 REQUIRES <b>PT27</b> AND <b>T490</b> ADAPTER</p> <p>3-120 REQUIRES <b>PT27</b> AND <b>T3120</b> ADAPTER</p>	<input type="checkbox"/> 1.....		<input type="checkbox"/> 3-90.....		<input type="checkbox"/> 2-180.....		<input type="checkbox"/> 4-90.....		<input type="checkbox"/> 2-90.....		<input type="checkbox"/> 3-120.....		<p>STANDARD SMOOTH FINISH</p> <input type="checkbox"/> BLACK <b>RAL-9005-S</b> <input type="checkbox"/> WHITE RAL-9003-S <input type="checkbox"/> GREY RAL-7004-S <input type="checkbox"/> DRK BRONZE RAL-9019-S <input type="checkbox"/> GREEN RAL-6005-S <p><b>OPTION:</b></p> <input type="checkbox"/> BRONZE ANODIZED AZ313 <input type="checkbox"/> NATURAL ANODIZED AZ <input type="checkbox"/> BLACK ANODIZED AZBK <p style="font-size: small; background-color: yellow; padding: 2px;">FOR TEXTURED FINISH REPLACE SUFFIX "S" WITH "T" (EXAMPLE: RAL-9005-T)</p> <p style="font-size: x-small;">CONSULT FACTORY FOR CUSTOM COLORS</p>
		POLE HEIGHT	WALL THICKNESS	BOLT CIRCLE	ANCHORAGE																																			
	<input type="checkbox"/> 84-125	8'	.125	10 1/4"	3/4"X18"X3"																																			
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<input type="checkbox"/> 2-90.....		<input type="checkbox"/> 3-120.....																																						



**POLE BASE COVER**

T E

SOLID STATE AREA LIGHTING

MOZART SERIES-LED

SPECIFICATIONS

FIXTURE HOUSING

One piece unitized precise heavy wall cast aluminum construction comprised of low copper (< 0.2% Cu) aluminum. Hood is fastened to the Housing with a stainless steel hinge and secured with a tool-less stainless steel latch 180° opposite the hinge. Housing and Hood is sealed with an extruded closed cell silicone gasket. Driver/wiring access through top of Mounting Hub. Hub accommodates a 2 7/8" x 3" tenon. All exposed hardware is stainless steel.

LED OPTICAL MODULE

Low copper A356 alloy (< 0.2% copper) cast aluminum housing. Integrated clear tempered 3/16" glass lens sealed with a continuous silicone gasket protects emitters (LED's) and emitter Reflector-Prism optics, and seals the module from water intrusion and environmental contaminants. Reflector-Prism injection molded from H12 acrylic. Each Reflector-Prism has indexing pins for aiming and is secured to an optical plate made of matte black anodized aluminum. The optical plate locates a Reflector-Prism over each emitter. Reflector-Prisms are secured to the optical plate with a UV curing adhesive. The Reflector-Prisms are arrayed to produce IES Type II, III, IV, and V-SQ distributions. The entire Optical Module is field rotatable in 90° increments. Both module and drivers are factory wired using water resistant, insulated cord. Lens, module and drivers are field replaceable.

LED EMITTERS

High output LED's are utilized with drive currents ranging from 350mA to 700mA. 70CRI Minimum. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

LED DRIVER

UL and CUL recognized High Power Factor, Constant Current LED drivers operate on input voltages from 120-277, 50/60hz, or 347-480V 50/60hz and utilizes 0-10v dimming. Driver is mechanically fastened to a retaining bracket. Main power quick disconnect provided. Surge protector supplied for field installation at the most conveniently serviceable location.

FINISH

Electrostatically applied TGIC Polyester Powder Coat on substrate prepared with 20 PSI power wash at 140°F. Four step sand blast and iron phosphate pretreatment for protection and paint adhesion. 400°F bake for maximum hardness and durability. Texture finish is standard.

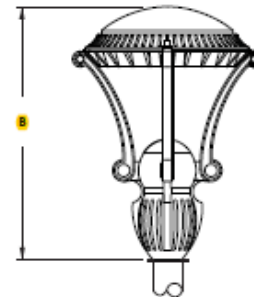
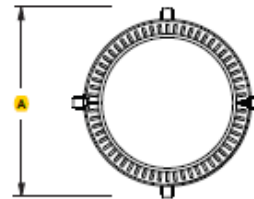
PROJECT NAME: \_\_\_\_\_

FIXTURE TYPE: \_\_\_\_\_



MOZ-LED













PATENT PENDING



Fitter supplied to fit over 2 7/8" X 3"  
(73mm X 76mm) tenon.

FIXTURE	A	B
MOZ	26" 660mm	34.5" 876mm
MOZM	20" 508mm	26.5" 673mm

T E

LUMINAIRE	OPTICS	LED		MOUNTING	FINISH	OPTIONS	
<p>LUMINAIRE</p> <p><input type="checkbox"/> MOZ-LED</p>	<p><b>VLED*</b> IES DISTRIBUTION TYPE</p> <p><input type="checkbox"/> TYPE II VLED - II </p> <p><input type="checkbox"/> TYPE II VLED - III </p> <p><input type="checkbox"/> TYPE IV VLED - IV </p> <p><input type="checkbox"/> TYPE V-SQ VLED - V-SQ </p>	<p># of LED'S</p> <p><b>MOZ</b></p> <p><input type="checkbox"/> 120LED</p> <p><input type="checkbox"/> 100LED</p> <p><input type="checkbox"/> 80LED</p> <p><input type="checkbox"/> 64LED</p> <p><input type="checkbox"/> 48LED</p>	<p>DRIVE CURRENT</p> <p><input type="checkbox"/> 350mA</p> <p><input type="checkbox"/> 525mA<sup>1</sup></p> <p><input type="checkbox"/> 700mA<sup>2</sup></p> <p>NOTE: 1 - 80LED, 64LED &amp; 48LED Only 2 - 64LED &amp; 48LED Only</p>	<p>COLOR TEMP-CCT</p> <p><input type="checkbox"/> NW (4000K) * STANDARD</p> <p><input type="checkbox"/> CW (5000K)</p> <p><input type="checkbox"/> WW (3000K)</p> <p>OTHER LED COLORS AVAILABLE CONSULT FACTORY</p> <p>VOLTAGE</p> <p><input type="checkbox"/> 120</p> <p><input type="checkbox"/> 208</p> <p><input type="checkbox"/> 240</p> <p><input type="checkbox"/> 277</p> <p><input type="checkbox"/> 347</p> <p><input type="checkbox"/> 480</p>	<p>ARM MOUNT</p> <p><input type="checkbox"/> XXX/1 (TYP.) </p> <p><input type="checkbox"/> XXX/2-180 (TYP.) </p> <p><input type="checkbox"/> XXX/2-90 (TYP.) </p> <p><input type="checkbox"/> XXX/3-90 (TYP.) </p> <p><input type="checkbox"/> XXX/3-120 (TYP.) </p> <p><input type="checkbox"/> XXX/4-90 (TYP.) </p> <p>(XXX = Arm Model # Ex = XBW-2-180/RAL-9005-T)</p> <p>POST TOP MOUNT (STANDARD 2 1/2" x 3" TENON)</p> <p><input type="checkbox"/> PT </p> <p>WALL MOUNT</p> <p><input type="checkbox"/> WM </p>	<p>STANDARD TEXTURED FINISH</p> <p><input type="checkbox"/> BLACK RAL-9005-T</p> <p><input type="checkbox"/> WHITE RAL-9003-T</p> <p><input type="checkbox"/> GREY RAL-7004-T</p> <p><input type="checkbox"/> DARK BRONZE RAL-8019-T</p> <p><input type="checkbox"/> GREEN RAL-6005-T</p> <p>FOR SMOOTH FINISH REPLACE SUFFIX "T" WITH SUFFIX "S" (EXAMPLE: RAL-9500-S)</p> <p>SEE USALTG.COM FOR ADDITIONAL COLORS</p>	<p><input type="checkbox"/> 7-PIN TWIST LOCK RECEPTACLE ONLY (ANSI C136.41)..... TPR7</p> <p><input type="checkbox"/> INTERNAL HOUSE SIDE SHIELDS... HS-VVLED</p> <p><input type="checkbox"/> HIGH-LOW DIMMING FOR HARDWIRED SWITCHING OR NON-INTEGRATED MOTION SENSOR..... HLSW</p> <p><input type="checkbox"/> PHOTO CELL + VOLTAGE (EXAMPLE: PC120V) .... PC+V</p> <p><input type="checkbox"/> TWIST LOCK PHOTOCELL +VOLTAGE..... TPC+V</p> <p><input type="checkbox"/> TWIST LOCK PHOTOCELL RECEPTACLE ONLY... TPR</p> <p>CONTACT FACTORY FOR STEP DIM MOTION SENSOR (PROGRAMMED 50/100)</p>
<p><input type="checkbox"/> MOZM-LED</p>		<p><b>MOZM</b></p> <p><input type="checkbox"/> 80LED</p> <p><input type="checkbox"/> 64LED</p> <p><input type="checkbox"/> 48LED</p>					



T E

Lumark

DESCRIPTION

The patented Lumark Crosstour™ LED Wall Pack Series of luminaires provides an architectural style with super bright, energy efficient LEDs. The low-profile, rugged die-cast aluminum construction, universal back box, stainless steel hardware along with a sealed and gasketed optical compartment make the Crosstour impervious to contaminants. The Crosstour wall luminaire is ideal for wall/surface, inverted mount for façade/canopy illumination, post/bollard, site lighting, floodlight and low level pathway illumination including stairs. Typical applications include building entrances, multi-use facilities, apartment buildings, institutions, schools, stairways and loading docks test.

SPECIFICATION FEATURES

Construction

Slim, low-profile LED design with rugged one-piece, die-cast aluminum hinged removable door and back box. Matching housing styles incorporate both a small and medium design. The small housing is available in 12W, 18W and 26W. The medium housing is available in the 38W model. Patented secure lock hinge feature allows for safe and easy tool-less electrical connections with the supplied push-in connectors. Back box includes three half-inch, NPT threaded conduit entry points. The universal back box supports both the small and medium forms and mounts to standard 3-1/2" to 4" round and octagonal, 4" square, single gang and masonry junction boxes. Key hole gasket allows for adaptation to junction box or wall. External fin design extracts heat from the fixture surface. One-piece silicone gasket seals door and back box. Minimum 5" wide pole for site lighting application. Not recommended for car wash applications.

Optical

Silicone sealed optical LED chamber incorporates a custom engineered mirrored anodized reflector providing high-efficiency illumination. Optical assembly includes impact-resistant tempered glass and meets IESNA requirements for full cutoff compliance. Available in seven lumen packages; 5000K and 4000K CCT.

Electrical

LED driver is mounted to the die-cast housing for optimal heat sinking. LED thermal management system incorporates both conduction and natural convection to transfer heat rapidly away from the LED source. 12W, 18W, 26W and 38W series operate in -40°C to 40°C [-40°F to 104°F]. High ambient 50°C models available. Crosstour luminaires maintain greater than 89% of initial light output after 72,000 hours of operation. Three half-inch NPT threaded conduit entry points allow for thru-branch wiring. Back box is an authorized

electrical wiring compartment. Integral LED electronic driver incorporates surge protection. 120-277V 50/60Hz or 347V 60Hz models.

Finish

Crosstour is protected with a Super durable TGIC carbon bronze or summit white polyester powder coat paint. Super durable TGIC powder coat paint finishes withstand extreme climate conditions while providing optimal color and gloss retention of the installed life.

Warranty

Five-year warranty.

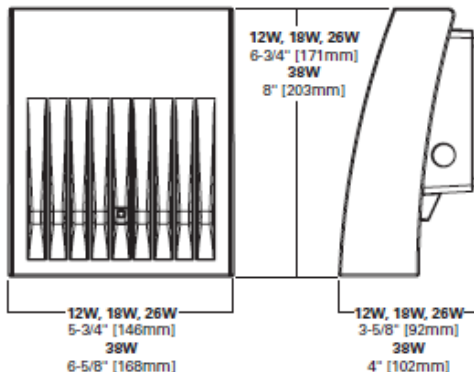
Catalog #		Type
Project		
Comments		Date
Prepared by		



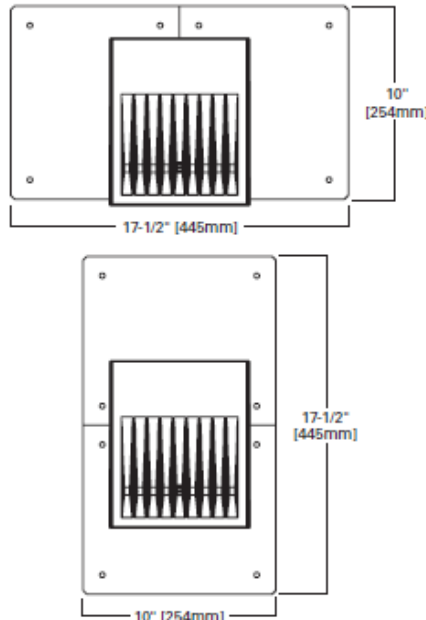
XTOR CROSSTOUR LED

- APPLICATIONS:
- WALL / SURFACE
  - POST / BOLLARD
  - LOW LEVEL
  - FLOODLIGHT
  - INVERTED
  - SITE LIGHTING

DIMENSIONS



ESCUTCHEON PLATES



CERTIFICATION DATA

- UL/cUL Wet Location Listed
- LM79 / LM80 Compliant
- ROHS Compliant
- ADA Compliant
- NOM Compliant Models
- IP66 Ingressed Protection Rated
- Title 24 Compliant

TECHNICAL DATA

- 40°C Maximum Ambient Temperature
- External Supply Wiring 90°C Minimum

EPA

- Effective Projected Area (Sq. Ft.):
- XTOR1B, XTOR2B, XTOR2B-0.34
- XTOR4B-0.45

SHIPPING DATA:

- Approximate Net Weight:
- 3.7 – 5.25 lbs. [1.7 – 2.4 kgs.]

te ens A en e Portland, Maine

T E

Series	LED Kelvin Color	Housing Color	Options (Add as Suffix)	Accessories (Order Separately)
<b>XTOR1B</b> –Small Door, 12W <b>XTOR2B</b> –Small Door, 18W <b>XTOR3B</b> –Small Door, 26W <b>XTOR4B</b> –Medium Door, 38W	<b>[Blank]</b> –Bright White (Standard), 5000K <b>W</b> –Neutral White, 4000K	<b>[Blank]</b> –Carbon Bronze (Standard) <b>WT</b> –Summit White <b>BK</b> –Black <b>BZ</b> –Bronze <b>AP</b> –Grey <b>GM</b> –Graphite Metallic	<b>PC1</b> –Photocontrol 120V <sup>1</sup> <b>PC2</b> –Photocontrol 208-277V <sup>1,2</sup> <b>347V</b> –347V <sup>3</sup> <b>HA</b> –50°C High Ambient <sup>3</sup>	<b>WG/XTOR</b> –Wire Guard <sup>4</sup> <b>XTORFLD-KNC</b> –Knuckle Floodlight Kit <sup>5</sup> <b>XTORFLD-TRN</b> –Trunnion Floodlight Kit <sup>5</sup> <b>XTORFLD-KNC-WT</b> –Knuckle Floodlight Kit, Summit White <sup>5</sup> <b>XTORFLD-TRN-WT</b> –Trunnion Floodlight Kit, Summit White <sup>5</sup> <b>EWP/XTOR</b> –Escutcheon Wall Plate, Carbon Bronze <b>EWP/XTOR-WT</b> –Escutcheon Wall Plate, Summit White

LED Information	XTOR1B	XTOR1B-W	XTOR2B	XTOR2B-W	XTOR3B	XTOR3B-W	XTOR4B	XTOR4B-W
Delivered Lumens (Wall Mount)	1,418	1,396	2,135	2,103	2,751	2,710	4,269	4,205
Delivered Lumens (With Flood Accessory Kit) <sup>1</sup>	1,005	990	1,485	1,472	2,099	2,068	3,168	3,121
B.U.G. Rating <sup>2</sup>	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B2-U0-G0	B2-U0-G0
CCT (Kelvin)	5,000	4,000	5,000	4,000	5,000	4,000	5,000	4,000
CRI (Color Rendering Index)	70	70	70	70	70	70	70	70
Power Consumption (Watts)	12W	12W	18W	18W	26W	26W	38W	38W

NOTES: 1 Includes shield and visor. 2 B.U.G. Rating does not apply to floodlighting.

# Fail-Safe

## DESCRIPTION

The 11" round LED provides exceptional aesthetics with impressive strength and is available in 10, 15, 20, or 25 watt lumen packages. Polycarbonate lens, clear or opal, combined with four face plates provides a choice of different styles. Also, choose a photo control or motion sensor for control. Choose an emergency battery pack to provide egress illumination.

<b>Catalog #</b>		<b>Type</b>	
<b>Project</b>			
<b>Comments</b>		<b>Date</b>	
<b>Prepared by</b>			

## SPECIFICATION FEATURES

### Housing

Shallow casting is die-cast aluminum. Backplate constructed of 16 gauge aluminum.

### Face Plate Finish

Injection-molded polycarbonate color is matte black standard, matte white painted, or bronze painted. Border paint option is a premium baked-on finish. For custom colors, provide manufacturer paint number, RAL number or color chip.

### Shallow Casting Finish

Polyester powder-coat paint applied in a five-stage process, 2.0 mil thickness, and baked on at 400° F. Finish is TGIC, textured, theroset, polyester powder-coat.

### Mounting

Surface, ceiling or wall. Interior or exterior.

### Gasket

Die-cut closed-cell silicone gasket seals lens to casting. Gasket is secured with adhesive, and locked in place to the back casting. When the casting is not required, the gasket is mechanically attached to the back plate. One gasket seals the fixture.

### Lens

One-piece, injection-molded opal or clear polycarbonate, 0.125" thick. Attached with 4 recessed T20 stainless-steel TORX®-head fasteners.

### Lens Lifetime Warranty.

### Decorative Faces

High-impact, injection molded, 0.125" minimum thickness, polycarbonate overlay attached to lens with two recessed T20 stainless steel TORX®-head fasteners. Eyelid offers optimal lamp shielding. Open face is lens for continuous radial light pattern. Border face utilizes the standard open lens with paint on the border, eliminating backlit halo effect.

### Electrical

LED driver is mounted to the backpan for optimal thermal management. High efficiency LED mounted to circuit board. 70% lumen maintenance at 50,000 hours when operated in an environment as noted on the Maximum Ambient Operating/Option Matrix on the following page.

### Labels

UL/cUL listed for wet locations, ceiling or wall mount. IP65 rated. Available to mount on combustible or non-combustible surfaces.



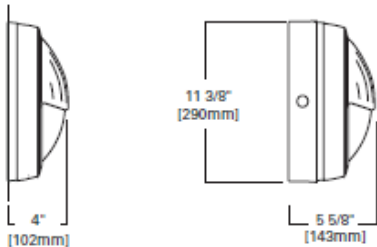
## TR 11 LED

### LD4 LED

11" Round  
10/15/20/25 Watt  
High Abuse  
Polycarbonate  
Lens Lifetime Warranty

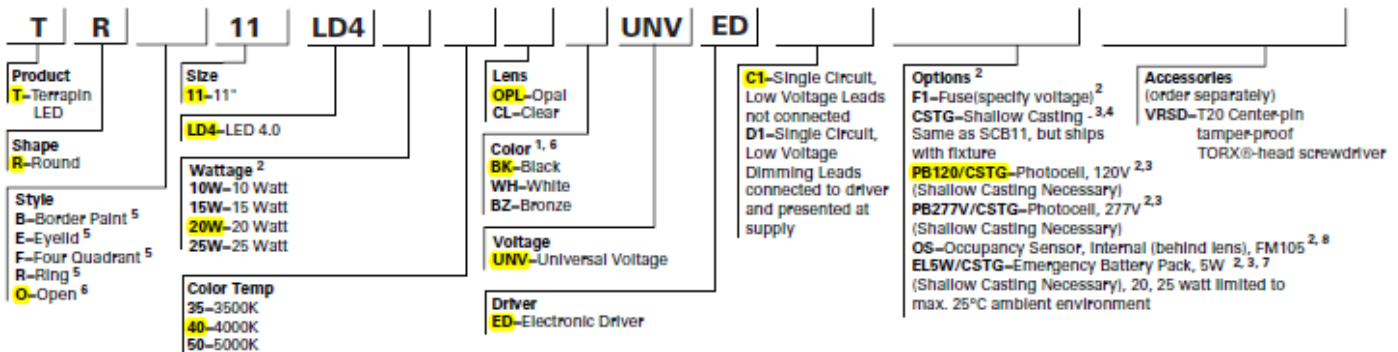
CEILING/WALL  
INTERIOR/EXTERIOR

## MOUNTING



FLAT

SHALLOW CASTING (CSTG)



T E

# SOLID STATE BOLLARDS

## BRA SERIES-LED

### S P E C I F I C A T I O N S

#### BOLLARD

Durable corrosion resistant extruded and cast aluminum construction. 1/4" wall thickness.

#### LED POWER ARRAY™

Three-dimensional array consisting of 6 individual LED tubes for the BDA8 model and 4 individual LED tubes for the BDA6 model, which are 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 LED's 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 striations.

INTERNAL LOUVER (IL) - A specular louver stack conceals the inner LED Power Array Module and provides uplight and glare control through the external clear polycarbonate lens.

CAST LOUVER (CL) - External cast aluminum louver stack protects the internal LED Power Array Module and provides uplight and glare control. An internal clear polycarbonate lens is integrated with the LED Power Array Module.

OPAL LENS (WP) - Exterior white polycarbonate lens protects the internal LED Power Array Module and provides a uniform white glow.

#### RADIAL LED MODULE

LED'S are mounted to a circular heatsink in a radial array. The radial LED module is concealed in the cap of the bollard. LED's are not directly visible from angles above 90°.

PARABOLIC REFLECTOR (TR) - A specular Parabolic Reflector reflects a portion of the distribution from the radial LED module and provides a uniform wide angle throw through the outer clear polycarbonate lens.

#### LED EMITTERS

High Output LED'S are driven at 350mA for nominal 1 Watt output each. 70CRI Minimum. LED'S are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

#### LED DRIVER

UL and CUL recognized Constant Current LED drivers operate on input voltages from 120-277VAC, 50/60hz. Consult Factory for (347-480VAC). Driver is mechanically fastened to a retaining bracket. Driver has a minimum 4KV of internal surge protection, 10KV & 20KV Surge Protector optional. Dimmable and High-Low Driver options available.

#### FINISH

Polyester powder coat incorporates four step iron phosphate process to pretreat metal surface for maximum adhesion. Top coat is baked at 400°F for maximum hardness and exterior durability.

PROJECT NAME: \_\_\_\_\_

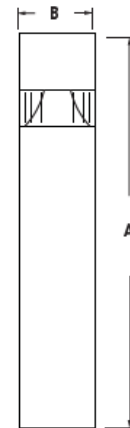
FIXTURE TYPE: \_\_\_\_\_



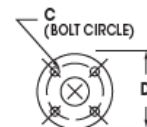
**B R A**

BRA8 SHOWN WITH -TR OPTICS

PATENT PENC



**INTERNAL LOUVER SUPPLIED WITH CLEAR POLYCARBONATE LENS**



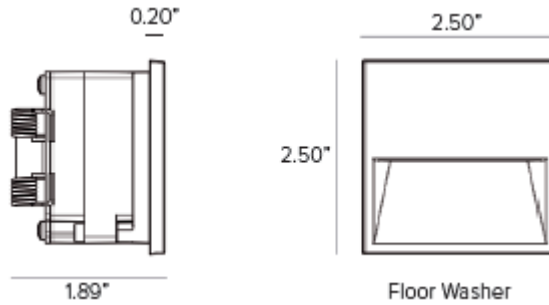
BOLLARD	A	B	C	D
<b>BRA8</b>	42' 1067mm	8' 203mm	6' 152mm	8' 203mm
<b>BRA6</b>	42' 1067mm	6' 152mm	4' 102mm	6' 152mm

**T E**

BOLLARD	OPTICS	LED	MOUNTING	FINISH	OPTIONS	
<input type="checkbox"/> BRA8-LED  <input type="checkbox"/> BRA6-LED	<b>VERTICAL POWER ARRAY</b>  <input type="checkbox"/> INTERNAL LOUVER ..... IL  <input type="checkbox"/> CAST LOUVER ..... CL  <input type="checkbox"/> OPAL POLYCARBONATE ..... WP*	<b># of LEDs</b>  <input type="checkbox"/> 36LED <sup>1</sup> (42 Watts)  <input type="checkbox"/> 24LED (28 Watts)	<b>COLOR</b>  <input type="checkbox"/> NW (4000K) Standard  <input type="checkbox"/> CW (5000K)  <input type="checkbox"/> WW (3000K)  OTHER LED COLORS AVAILABLE. CONSULT FACTORY	<input type="checkbox"/> GROUND INSTALLATION ..... (STANDARD)  <input type="checkbox"/> WALL MOUNT WM .....	<b>STANDARD TEXTURED FINISH</b>  <input type="checkbox"/> BLACK RAL-9005-T  <input type="checkbox"/> WHITE RAL-9003-T  <input type="checkbox"/> GREY RAL-7004-T  <input type="checkbox"/> DARK BRONZE RAL-8019-T  <input type="checkbox"/> GREEN RAL-6005-T  FOR SMOOTH FINISH REPLACE SUFFIX "T" WITH SUFFIX "S" (EXAMPLE: RAL-9500-S)  SEE USALTG.COM FOR ADDITIONAL COLORS	<input type="checkbox"/> DIMMABLE DRIVER (0-10V PROVIDED) ..... DIM  <input type="checkbox"/> HIGH-LOW DIMMING FOR HARDWIRED SWITCHING OR NONINTEGRATED MOTION SENSOR ..... HLSW  <input type="checkbox"/> INTERNAL HOUSE SIDE SHIELD. . . . HS  <input type="checkbox"/> DUPLEX RECEPTACLE ..... DUP  <input type="checkbox"/> GROUND FAULT RECEPTACLE ..... GFI  <input type="checkbox"/> 10KV SURGE PROTECTOR. .... 10SP  <input type="checkbox"/> 20KV SURGE PROTECTOR (277V & 480V Only) ..... 20SP  <b>OPTIONAL HEIGHTS:</b>  <input type="checkbox"/> 30"  <input type="checkbox"/> 36"
	<b>RADIAL LED MODULE</b>  <input type="checkbox"/> PARABOLIC REFLECTOR. .... TR	<input type="checkbox"/> 18LED <sup>1</sup> (21 Watts)  <input type="checkbox"/> 12LED <sup>2</sup> (15 Watts)	<b>VOLTAGE</b>  <input type="checkbox"/> 120 <input type="checkbox"/> 208 <input type="checkbox"/> 240 <input type="checkbox"/> 277 <input type="checkbox"/> 347 <input type="checkbox"/> 480			
	*WP OPTICS USE OPAL POLYCARBONATE LENS	<b>NOTES:</b> 1 - AVAILABLE IN BRA8 ONLY. 2 - AVAILABLE IN BRA6 ONLY.				



T E



**Housing:** Small 2.5" x 2.5" faceplate available in 3 emission options (Floor Washer, Louvre, or Bi-Emission Floor Washer + Halo) available in 13 standard finishes.

**Materials:** Die-cast anodised aluminium body fitted with a spring fixing system. Powder coated die-cast anodized aluminum external frame.

**Optics:** It is available as three frames for three distinct lighting effects.

**Floor Washer:** A steplight with uniform optical distribution on the floor and excellent visual comfort.

**Louvre:** High visual comfort with the source entirely hidden from view producing defined light on the floor from two precise louvre windows.

**Bi-Emission:** The floor washer optics combined with an indirect glow where the halo effect becomes a uniformly illuminated marker light with an opal diffuser.

**Mounting:** To be completed with stainless steel mounting/wiring back box with multiple attachment and wire conduit options to meet specific installation needs. Custom designed spring mounting system. Recommended mounting height is +18" A.F.F. on 48" center spacing to meet egress requirements of 1fc minimum.

**Installation:** Pre-cabled with 10' Belden 18ga 2 conductor direct burial cable.

**Power Supply:** Remote Class II 120V-277VAC to 24VDC power supply, up to 15 fixtures on one Class II 96W Power Supply circuit. Phase or 0-10v dimming options also available, see page 2 for LED driver options.

**Wattage:** 5.4W

**Color Temperature:** 3000K and 4000K standard

**CRI:** 84

**Voltage:** 24VDC

**IP Rating:** IP66

**Certifications:** UL Listed class 2 wet location  
Low voltage landscape lighting  
Tested in accordance with LM-79-08

PRODUCT CODE	DRIVER	FACEPLATE	FINISH		WATTAGE	COLOR TEMP	CRI	VOLTAGE
ZES – ZEDGE Small Step Light	RP – Remote Power	FW – Floor Washer LV – Louvre BE – Bi-Emission Floor Washer + Halo	FE – Ferrite Grey DB – Deep Black WH – Plaster White HB – Heritage Brown SI – Silver CO – Copper	GO – Gold PG – Pink Gold BO – Bone BR – Brick OL – Olive RO – Rose SA – Saphire	L1 – 5.4W	30 – 3000K 40 – 4000K	84 – 84 CRI	24 – 24VDC

**T E**

Power Supplies	Type	Max Fixtures Per Driver	Wattage	Voltage	Dimmability	Listing	Dimensions
<b>DEL-X-120-1-4-24</b>	Electronic Power Supply in NEMA3R Enclosure	15	96W / 1X4A**	90-305V AC / 24V DC	Non-Dimmable	cULus	12"W X 12"L 4"D*
<b>DEL-X-240-2-4-24</b>		30 <i>two rows of 15ea</i>	192W / 2X4A**				
<b>DEL-X-320-3-4-24</b>		45 <i>three rows of 15ea</i>	288W / 3x4A**				
<b>DEL-LPF-25-24'</b>	Electronic Stand-alone IP67 <i>(Listed Enclosure Provided by Others)</i>	4	25W / 1x1A**		UR Class II	2.67"W X 9.66"L 1.53"D	
<b>DEL-120-1-4-24'</b>	Electronic Stand-alone <i>(Listed Enclosure Provided by Others)</i>	15	96W / 1X4A**				
<b>DEL-X-120-1-4-24-D</b>	Electronic Power Supply in NEMA3R Enclosure	15	96W / 1X4A**		Integral 0-10V Dimming Interface	cULus	12"W X 12"L 4"D*
<b>DEL-X-240-2-4-24-D</b>		30 <i>two rows of 15ea</i>	192W / 2X4A**				
<b>DEL-X-320-3-4-24-D</b>		45 <i>three rows of 15ea</i>	288W / 3x4A**				



**Enclosure with Electronic Driver**

## EXHIBIT 14

### STORMWATER MANAGEMENT

The project stormwater management plan is integrated with the approved MDP Stormwater Management plan for the campus. Stormwater management for Building-1 will be accomplished through the use of several BMP's taking advantage of infiltration with the prevalence of deep well drained granular soils. The limited size of the project coupled with credits taken for removal of existing impervious areas (walks, etc) result in a modest increase in peak flow rates which are mitigated using the following BPM's to meet the DEP Chapter 500/City of Portland Technical Standards for General (water quality) and Flooding (peak rate) standards for the Building-1 Project.

Ultimate stormwater overflow discharge will connect to the existing 12-inch storm drain located under the south end of the athletic fields and discharging to the wetland area towards the eastern property boundary.

Proposed Stormwater Management BMPS:

- Two Rain gardens located on the south side of the building.
- Roof Drain Filters (Located below the garage floor).
- Pervious pavers in selected parking/walkway areas.
- Maximizing lawn and landscape area onsite.

A stormwater report has been prepared by Stantec and will be provided under separate cover.



## **EXHIBIT 15**

### **METRO**

The applicant has been working with the City Planning Staff to coordinate a location of a proposed new METRO Bus Shelter and crosswalk on Stevens Avenue as a condition of the the Master Development Plan Approval condition A.v. and the Motherhouse LIII Approval condition C.ii. together with a contribution of \$15,800. The current suggested location across from Lot 4 as proposed by METRO is shown on the attached sketch provided by City Planning Staff and on Site Plan sheet C4.0 for reference. A METRO Map is also provided.

The placement of the above METRO stop and shelter will be within 1,320 feet of the project and therefore the requirements of the Site Plan Review Ordinance Section 14-526 A. (3.)(a.) to provide a transit facility will have been satisfied.

# Metro Bus Service

