2002-0015
276 Canco Pol.
RUBB Bld.
wright - Ryan Real Estate

	PLANNING DEPARTM	MENT PROCESSING FORM	2002-0015
	Plan	ning Copy	Application I. D. Number
Wright-ryan Real Estate Llc			01/16/2002 Application Date
Applicant			
10 Danforth St, Portland, ME 04101 Applicant's Mailing Address			Temp. Structure RUBB Building Project Name/Description
Mitchell & Assoc/Bob Metcalf		276 - 276 Canco Rd, Portland	•
Consultant/Agent		Address of Proposed Site	, wante
· ·	Fax: 874-2460	154 B047001	
Applicant or Agent Daytime Telephone, Fax		Assessor's Reference: Chart-Bl	ock-Lot
Proposed Development (check all that apply	v): 🕡 New Building 🦳 Buildi	ng Addition	Residential Office Retail
Manufacturing Warehouse/Distrib			specify) Storage for material & equip.
6,000 sq. ft.	2 acres	w suisi (c	IM
Proposed Building square Feet or # of Units		Site	Zoning
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Check Review Required:			
	Subdivision # of lots	PAD Review	14-403 Streets Review
Flood Hazard	Shoreland	HistoricPreservation	DEP Local Certification
Zoning Conditional Use (ZBA/PB)	Zoning Variance		Other
Fees Paid: Site Plan \$400.00	Subdivision	Engineer Review	Date 01/16/2002
Planning Approval Status:		Reviewer Kandi Talbot	
✓ Approved	Approved w/Conditions See Attached	☐ Denied	
Approval Date 10/08/2002 A	pproval Expiration 10/08/2003	Extension to	Attacks of
✓ OK to Issue Building Permit	Kandi Talbot	10/08/2002	Attached
	signature	date	
Performance Guarantee	Required*	Not Required	
* No building permit may be issued until a p	erformance guarantee has been	submitted as indicated below	
Performance Guarantee Accepted			
	date	amount	expiration date
Inspection Fee Paid			
	date	amount	
Building Permit Issue			
	date		
Performance Guarantee Reduced			
	date	remaining balance	signature
Temporary Certificate of Occupancy		Conditions (See Attached)	
	date		expiration date
Final Inspection			
The state of the s	date	signature	and and an and an and an
Certificate Of Occupancy			
	date		
Performance Guarantee Released	date		
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Performance Guarantee Released Defect Guarantee Submitted		signature	
		signature	expiration date

date

signature

2002-0015

		DRC Copy	Application I. D. Number
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Wright-ryan Real Estate LIc Applicant			Application Date
10 Danforth St, Portland, ME 04101			Temp. Structure RUBB Building
Applicant's Mailing Address			Project Name/Description
Applicant's Maining Address Mitchell & Assoc/Bob Metcalf		276 - 276 Canco Rd, Portland,	, '
Consultant/Agent		Address of Proposed Site	
	ent Fax: 874-2460	154 B047001	
Applicant or Agent Daytime Telephone,	Fax	Assessor's Reference: Chart-Blo	ock-Lot
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Zoning Conditional Use (ZBA/PB)	Zoning Variance		Other
Fees Paid: Site Plan \$400	.00 Subdivision	Engineer Review	Date 01/16/2002
DRC Approval Status:		Reviewer Sebago Technic	
Approved	Approved w/Conditions See Attached	Denied	
Approval Date 10/08/2002	Approval Expiration 10/08/20	03 Extension to	Additional Sheets
Condition Compliance	Kandi Talbot	10/08/2002	Attached
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	date	signature	
Defect Guarantee Submitted			
	submitted date	amount	expiration date
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signature

DRC Copy

2002-0015 Application I. D. Number

Wright-ryan Real Estate LIc Applicant			01/16/2002 Application Date
10 Danforth St, Portland, ME 04101 Applicant's Mailing Address Mitchell & Assoc/Bob Metcalf			Temp. Structure RUBB Building
			Project Name/Description
		276 - 276 Canco Rd, Portland	l, Maine
Consultant/Agent	· F 0740400	Address of Proposed Site	
Agent Ph: 774-4427 Agent Applicant or Agent Daytime Telephone, Fa	t Fax: 874-2460	154 B047001 Assessor's Reference: Chart-Bl	
Proposed Development (check all that app		Building Addition	Residential Office Retail
Manufacturing Warehouse/Distr	ibution Parking Lot	Other (s	specify) Storage for material & equip.
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Fees Paid: Site Plan \$400.00	Subdivision	Engineer Review	Date 01/16/2002
DRC Approval Status:		Reviewer Sebago Technic	
✓ Approved	Approved w/Conditions See Attached	Denied	
Approval Date10/08/2002	Approval Expiration 10/08/2	2003 Extension to	Additional Sheets
Condition Compliance	Kandi Talbot signature	10/08/2002 date	Attached
Performance Guarantee	Required*	Not Required	
* No building permit may be issued until a	performance guarantee has be	een submitted as indicated below	
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Planning Copy

2002-0015
Application I. D. Number

		Planning Copy	Application 1. D. Number
Wright-ryan Real Estate Llc			1/16/02
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		Building Addition	Residential Office Retail
Manufacturing Warehouse	/Distribution Parking Lot	✓ Other (s)	pecify) Storage for material & equip.
6,000 sq. ft.	2 ac	res	IM
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Zoning Conditional	Zoning Variance		
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Fees Paid: Site Plan \$40	00.00 Subdivision	Engineer Review	Date 1/16/02
Planning Approval Stat	us:	Reviewer	
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	See Attached		
Approval Date	Approval Expiration	Extension to	Additional Sheets
OK to Issue Building Permit			Attached
	signature	date	
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Performance Guarantee	Required*	Not Required	
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Certificate Of Occupancy	-I - I		
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Performance Guarantee Released			
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Defect Guarantee Submitted			
	submitted date	amount	expiration date
Defect Guarantee Released			
	date	signature	



February 5, 2002

Mr. Bob Metcalf Mitchell & Associates The Staples School 70 Center Street Portland, ME 04101

RE:

276 Canco Road, RUBB Building

ID #2002-0015, CBL #154-B-47

Dear Mr. Metcalf:

A review of the plans submitted regarding the RUBB Building proposed at 276 Canco Road has been reviewed by Building Inspections, Fire Division, Development Review Coordinator, Public Works Engineering and Planning. The following comments shall be addressed:

- 1. A more detailed stormwater report shall be submitted for review.
- 2. The proposed building is to be situated on approximately 17 feet of fill. A structural/geotechnical report should be included discussing the foundation design and soil integrity needed to safely construct the storage building.
- 3. The site plan calls for two sections of retaining walls to be constructed nearly on top of each other. The detail calls for natural rock to be the main structural component. The detail should include a geotextile fabric behind the wall. Additionally, the geotechnical report should include this as part of the study to assure drainage and soil sliding action has been properly accounted for.
- 4. A drainage easement and construction easement shall be obtained from J. B. Brown to allow the flow of concentrated water to enter their pond. Additionally, a construction easement is needed to construct the retaining wall as shown.
- 5. All concentrated flows should be diverted away from the retaining wall (flows from the roof to the northeasterly end of the wall).

Wright-Ryan

Proposed 6,000 SF Storage Facility 276 R Canco Road

MINOR SITE PLAN APPLICATION

January 15, 2002

APPLICANT

Wright-Ryan Real Estate, LLC 10 Danforth Street Portland, Maine 04101

LANDSCAPE ARCHITECT

MITCHELL & ASSOCIATES

The Staples School 70 Center Street Portland, Maine 04101

MITCHELL & ASSOCIATES LANDSCAPE ARCHITECTS

January 15, 2002

Ms. Sarah Hopkins, Senior Planner Planning Department City of Portland 389 Congress Street Portland, Maine 04101

RE: Wright-Ryan Construction

Dear Sarah:

On behalf of Wright-Ryan Real Estate, LLC, we are pleased to submit the following Minor Site Plan application for a proposed 6,000 square foot storage building to be located at 276 R Canco Road in Portland.

The Site

The subject parcel, Chart 154, Block B, Lot 47, is a 2 acre site located on the northwesterly side of Canco Road at Granite Heights. It is bounded on the northwest by an office building, on the northwest by vacant land owned by JB Brown & Sons, on the southwest by land owned by Seltzer & Rydholm and the Granite Heights office building. The parcel has 60 feet of frontage to the southeast along Canco Road. The property is located in the Industrial Moderate (IM) zoning district. The topography of the site ranges from moderately sloping to steeply sloping. With the exception of the area consisting of the existing access drive and storage building, the property is wooded with predominately hardwoods.

Existing Conditions

Wright-Ryan presently operates their millwork operation from the existing 7,200 square foot building. Six employees are presently employed with one additional employee proposed for the new storage facility. The millwork facility operates from 7AM to 5PM, Monday through Friday.

Access to the site is via an easement over the adjacent Granite Heights office building property. Public water and public sewer serve the site through the Granite Heights property. The applicant is proposing to stub new services to the storage building for future construction of a small office and lavatory. Electrical and telephone services are underground and will be extended to the storage building. Solid waste is accommodated by use of a 30 CY container serviced by Troiano Waste Services.

Telephone (207) 774-4427 Fax (207) 874-2460

mitchell@nlis.net

E-Mail

Sarah Hopkins, Senior Planner Page 2

Project Description

The proposed building will consist of a 6,000 square foot "RUBB" temporary structure (refer to attached exhibit). The building will be used for storage of material and equipment associated with Wright-Ryan's construction business. One new employee will man the facility.

The proposed structure will be located opposite the existing "RUBB" millwork building. A concrete slab will be installed, over an extended fill area to support the proposed building. The proposed fill will range from 14 feet to 22 feet in depth. The fill slope will be terraced and retained by a large stone retaining wall (refer to site details).

Stormwater presently flows off site toward the adjacent property owned by J.B. Brown & Son's. Runoff will continue to drain toward J.B. Brown & Son's land via sheet flow and a storm drain outlet pipe. The J.B. Brown site has an existing retention pond that they have given Wright-Ryan Construction permission to drain runoff toward (see attached correspondence). BH2M Engineers has prepared a letter to address the existing and proposed drainage and runoff.

Submission

Enclosed for your review are the following:

- Site Plan Application
- Letter of Authorization
- Copy of Deed
- Copy of Access Easement
- Financial Commitment Letter
- BH2M Stormwater Management letter
- Letter from J.B. Brown & Son's
- Copy of Fill Specification
- Cut Sheet for "RUBB" building and Manufacturer's Brochure
- Plan, Sheets 1 through 3

Sarah Hopkins, Senior Planner Page 3

Should you have any questions or comments regarding this submission, please do not hesitate to contact our office.

Sincerely, Mitchell & Associates

Robert B. Metcalf

Enclosure

Tom Wright Cc

Site Review Pre-Application Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling or Commercial Structures and Additions Thereto

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

OTE**If you or the property owner owes real estate or personal property taxes or user charges on ANY PROPERTY within the City, payment arrangements must be made before permits of any kind are accepted.

URIGHT-RYAN REAL BSTATE C.L.C.	8-30-01 Application Date
Applicant's Mailing Address Applicant's Mailing Address	Project Name/Description Bulding
Consultant/Agent	276 R CANCO ROAD Address Of Proposed Site
167 - 773 - 3625 (P) 773 - 5/73 (F) Applicant/Agent Daytime telephone and FAX	154 - 13 - 47 Assessor's Reference, Chart#, Block. Lot#
oposed Development (Check all that apply)New Building Building Addition	n Change of Use Residential Office Retail
Manufacturing Warehouse/Distribution Parking LotOther	er(Specify) TEMPORINY STRUCTURE TO MATCH EXISTING
Manufacturing Warehouse/Distribution Parking Lot Other	Z M Zoning
ajor Site Plan Minor Site Plan	
You must Include the following with you application: 1) A Copy of Your Deed or Purchase and Sale Agreement 1) 9 sets of Site Plan packages containing the information for checklist. Getion 14-522 of the Zoning Ordinance outlines the process	
ounter, photocopies are \$ 0.25 per page)	
r hereby certify that I am the Owner of record of the named property, or that id that I have been authorized by the owner to make this application as his taws of this jurisdiction. In addition, if an approval for the proposed project the Code Official's authorized representative shall have the authority to ente enforce the provisions of the codes applicable to this approval.	her authorized agent. I agree to conform to all applicable or use described in this application is issued, I certify that
Signature of applicant:	Date: 8 - 30 - 0
Site Review Fee: Major \$500.	00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.



WRIGHT-RYAN CONSTRUCTION, INCORPORATED

21 December, 2001

To Whom It May Concern:

This letter authorizes Mr. John Mitchell and Mr. Robert Metcalf of Mitchell & Associates to act as an agent on behalf Wright-Ryan Construction Inc. and Wright -Ryan Real Estate L.L.C. for the submission of any and all application materials that relate to our proposed development of 276 Rear Canco Road, Portland, Maine.

Sincerely,

Thomas B. Wright

President

Wright-Ryan construction Inc.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that BOZAT DEVELOPMENT CORP., a Maine corporation having a place of business at One Monument Square, Portland, Maine 04101, in consideration of One Dollar and other valuable consideration paid by JOHN W. RYAN and THOMAS B. WRIGHT, both having a mailing address in care of Wright-Ryan Construction, Inc., 10 Danforth Street, Portland, Maine 04101, the receipt whereof it does hereby acknowledge, does hereby GRANT to the said JOHN W. RYAN and THOMAS B. WRIGHT, a certain lot or parcel of land with any buildings and improvements thereon situated at and near 276 Canco Road in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Schedule A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said BOZAT DEVELOPMENT CORP. has caused this instrument to be signed and sealed on this 4% day of December, 1992.

WITNESS:

BOZAT DEVELOPMENT CORP., a Maine corporation

Name: Trudy Sullivan
Its Asset Manager

STATE OF MAINE COUNTY OF CUMBERLAND, ss.

December $\frac{4}{7}$, 1992

5

Personally appeared before me the above named Trudy Sullivan, Asset Manager of Bozat Development Corp., and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said corporation.

Timothy S. Keiter
Printed Name

SCHEDULE A

A certain lot or parcel of land located on the westerly side of Canco Road in the City of Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

Beginning at a point on the westerly sideline of Canco Road and being the most southeasterly corner of land now or formerly of Standard Romper Co., Inc. as set forth in deeds recorded in the Cumberland County Registry of Deeds in Book 2712, Page 110, and Book 2943, Page 592, said point being the most northeasterly corner of land now or formerly of G.H. Associates as set forth in a deed recorded in said Registry in Book 8077, Page 24;

Thence S 29°28'20" W along the westerly side of Canco Road sixty feet (60.00') to a 5/8" rebar with aluminum cap stamped "SMRT RLS 1314";

Thence N 60°31'40" W three hundred ten feet (310.00') to a 5/8" rebar stamped "SMRT RLS 1314";

Thence S 29°28'20" W forty-three feet (43.00') to a 5/8" rebar stamped "SMRT RLS 1314";

Thence S 73°15'46" W eighty-seven and sixty hundredths feet (87.60') to a 5/8" rebar stamped "SMRT RLS 1314";

Thence S 15°47'45" W two hundred seventy feet (270.00') to a 5/8" rebar stamped "SMRT RLS 1314";

Thence N 60°31'40" W one hundred fifty-two and forty-eight hundredths feet (152.48') to a 5/8" rebar with plastic cap stamped "SMRT RLS 1314" and land now or formerly of J.B. Brown & Sons;

Thence N 19°07'40" E along land now or formerly of J.B. Brown & Sons three hundred thirty-four and thirteen hundredths feet (334.13') to a 5/8" rebar with plastic cap stamped "SMRT RLS 1036";

Thence N 29°28'20" E ninety-nine and eighty-eight hundredths feet (99.88') to a ½" rebar, said rebar being at the southwesterly corner of said Standard Romper Co., Inc., land;

Thence S 60°31'40" E along the southerly line of said Standard Romper Co., Inc., land five hundred nineteen and twenty-six hundredths feet (519.26') to the point of beginning.

MEANING TO CONVEY AND HEREBY CONVEYING a portion of the same premises described in a deed to G.H. Associates dated November 20, 1987, and recorded in Book 8077, Page 24, and further described as Withdrawable and Convertible Real Estate on a certain Plan entitled "Standard Boundary Survey & Condominium

plat of Granite Heights Condominium for G.H. Associates, Declarant", dated October 4, 1989, prepared by Stevens, Morton, Rose & Thompson, Inc., of Limerick, Maine, recorded in the Cumberland County Registry of Deeds in Plan Book 183, Page 7 ("the Condominium Plat"), and being also a portion of the premises conveyed by G.H. Associates to Bozat Development Corp. by Quitclaim Deed with Covenant dated May 1st, 1992, and recorded in said Registry of Deeds in Book 10125, Page 277. Reference is also made to that certain First Amendment to Declaration of Granite Heights Condominium dated December 2, 1992, to be recorded herewith in the Cumberland County Registry of Deeds.

Said premises may be used, subject to any other restrictions of record, for light industrial purposes (including but not limited to the operation of a machine and/or woodworking shop and all uses related thereto), as well as office and/or professional space and/or limited retail sales purposes, provided that such usage does not unreasonably interfere with the quiet enjoyment of the owners or occupants of the real estate currently constituting Units 1 and 2 of Granite Heights Condominium, located at 276 Canco Road, Portland, Maine (whether or not said real estate continues to be a part of said Condominium), and further provided that such usage does not create or result in a nuisance. The provisions of this paragraph are intended to benefit said real estate constituting said Units 1 and 2 in Granite Heights Condominium, and shall be enforceable by the owner(s) of record of said real estate.

Also granting hereby an easement in common with others over a portion of Lot 2 as shown on a plan of land entitled "Standard Boundary Survey Recording Plat" dated June 8, 1987, last revised July 17, 1987, prepared by Stevens Morton Rose & Thompson, and recorded in said Registry of Deeds in Plan Book 164, Page 49 (the "Record Plat") for a sanitary sewer pipeline, bounded and described as follows:

Beginning at a found ½" O.D. iron rod along the Southerly right-of-way line of the Milliken Branch Sewer easement as shown on said Record Plat, said iron rod being the Northerly corner of Lot 3 as shown on said Record Plat;

Thence, S 29° 28' 20" W, along the Westerly line of said Lot 3, a distance of ninety-nine and eighty-eight one hundredths feet (99.88') to a found 5/8" O.D. iron rod with plastic cap marked "S.M.R.T. RLS 1036";

Thence N 3° 35' 50" W, a distance of seventy-two and thirty-seven one hundredths feet (72.37') to a point lying within the said Milliken Branch Sewer Right-of-Way, from which a manhole at an angle point of the said Right-of-Way, bears N 54° 07' 00" W, a distance of ten and no one hundredths feet (10.00');

Thence N 74° 39' 40" E, a distance of fifty-five and sixty-six one hundredths feet (55.66') to the point of beginning.

Including the right to construct and perpetually maintain through, under and across said easement, conduits or pipelines, with all necessary fixtures and appurtenances, for sanitary sewer purposes, and to lay, relay, repair, maintain and remove said pipe or pipes upon or under said easements, with all necessary fixtures and appurtenances, together with the right at all times to make connections with said conduits or pipelines to land adjoining said easements by means of pipes or services; to trim, cut down and remove bushes to such extent as in the judgment of the Grantee is necessary for any of the above purposes, and to enter upon said easements at any and all times for any of the foregoing purposes.

Said easement being also shown on said Condominium Plat as the cross-hatched "Sewer Easement" at the northwest corner of the land shown on said Condominium Plat.

Together with all access, utility, sign and other easements and rights conveyed by Hickey & Mellin Realty Associates to Bozat Development Corp. by an Easement Agreement dated December $\underline{\mathcal{L}}$, 1992, to be recorded in the Cumberland County Registry of Deeds.

Recorded Cumberland County Resistry of Deeds 12/07/92 01:44:50PM Robert P. Titcomb Resister

EASEMENT AGREEMENT

This Agreement is made this 4% day of December, 1992 by and between HICKEY & MELLIN REALTY ASSOCIATES, a Maine general partnership having a place of business at 276 Canco Road, Portland, Maine ("Hickey & Mellin") and BOZAT DEVELOPMENT CORP., a Maine corporation with a place of business at One Monument Square, Portland, Maine 04104 ("Bozat") with respect to certain real estate shown on a "Standard Boundary Survey & Condominium Plat of Granite Heights Condominium" dated October 4, 1989 and recorded in the Cumberland County Registry of Deeds in Plan Book 183, Page 7 (the "Plan").

WHEREAS Hickey & Mellin is the owner of Units 1 and 2 of the Granite Heights Condominium (the "Condominium") as established by the Declaration of Granite Heights Condominium dated November 30, 1989 and recorded in the Cumberland County Registry of Deeds in Book 9012, Page 90 and as shown on the Plan; and

WHEREAS Bozat is the owner of the "Withdrawable & Convertible Real Estate" as shown on the Plan (which real estate is hereinafter referred to as the "Warehouse Parcel"); and

WHEREAS pursuant to the First Amendment to Declaration of Granite Heights Condominium dated December 2, 1992, to be recorded in the Cumberland County Registry of Deeds, the Warehouse Parcel has been withdrawn from the Condominium; and

WHEREAS the parties desire to establish certain crosseasements with respect to the Warehouse Parcel and the property remaining subject to the Declaration of Granite Heights Condominium, as set forth herein; and

WHEREAS the parties desire that Hickey & Mellin retain its existing right of first refusal with respect to the Warehouse Parcel,

NOW THEREFORE, Hickey & Mellin and Bozat, for good and valuable consideration each to the other in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

Hickey & Mellin hereby GRANTS to Bozat, its successors and assigns forever, a right-of-way in common with Hickey & Mellin, their successors and assigns, over the existing driveway as shown on the Plan for pedestrian and vehicular (including but not limited to automobiles, light trucks, material driveway trucks and other large trucks) access to and egress from the Warehouse Parcel. The parties agree that all costs of repair and maintenance of said driveway, except only snow plowing, shall be shared as follows: the owners from time to time of Units 1 and 2 of the Condominium shall each be responsible for one-sixth of said costs, and the owner of the Warehouse Parcel shall be responsible for the remaining two-thirds of said costs. costs of plowing snow from said driveway shall be shared as follows: the owners of Units 1 and 2 of the Condominium shall each be responsible for one-third of said snowplowing costs, and the owner of the Warehouse Parcel shall be responsible for onethird of said snowplowing costs. In the event that Bozat, its successors or assigns, constructs a separate driveway for access to the building(s) on the Warehouse Parcel, the provisions of this Paragraph 1 shall become void as of the completion of said separate driveway, such that thereafter there shall be no further obligation on the part of the owner of the Warehouse Parcel to contribute to any costs of repair, maintenance or snowplowing with respect to said existing driveway incurred after the completion of said separate driveway, and also there shall be no further right on the part of said owner to use said existing driveway for access to the Warehouse Parcel. It is understood and agreed by all parties hereto that the owners of said Units 1 and 2 and of the Warehouse Parcel shall be responsible for said repair, maintenance and snowplowing costs only to the extent that the same are incurred during the period of said owners'

respective ownership; any such costs incurred after any one or more transfers of ownership of said properties shall be allocated amongst the then owners of said properties in accordance with the terms of this Agreement.

- (2) Hickey & Mellin hereby further GRANTS to Bozat, its successors and assigns forever, an easement for utility services, as hereinafter described, in each and all of the following locations:
 - (a) Over the same real estate as is subject to a certain Easement Deed given by G.H. Associates to Central Maine Power Company and New England Telephone and Telegraph Company, dated March 3, 1988, and recorded in the Cumberland County Registry of Deeds in Book 8444, Page 180; and
 - (b) Over a strip of land, of sufficient width to allow for the installation, maintenance and repair of underground cables, wires, pipes, associated equipment and other property, as hereinafter described, beginning at the padmount transformer described in the Easement Deed referred to in the immediately preceding subparagraph, and proceeding thence along the location of the electric lines shown on the Plan as running along the northerly side of Unit 1 of the Condominium, to the northeasterly corner of Unit 2; and
 - (c) Over the twenty-five foot (25') wide strip of land shown on the Plan as the "25' Utilities
 Easement," which commences at and near the northerly end of the common wall between Units 1 and 2 of the Condominium, and which proceeds thence in a northwesterly direction, maintaining its width of 25 feet, to the Warehouse Parcel; and

- (d) From the northeasterly corner of Unit 2 of the Condominium as shown on the Plan, within and through the walls, ceilings, floors, crawl spaces and other unfinished areas of the structure containing said Unit 2, to the southwesterly corner of said structure, without restriction, save that no installations shall be made pursuant to this easement within said structure that are within the finished, useable space contained within said Unit 2 (it being the intent hereof that all such installations be made within wall and ceiling cavities and crawl spaces, and similar unfinished spaces not normally visible from the interior of said Unit); and
- (e) Over a strip of land, twenty-five feet (25') in width, and running from the southwesterly corner of said Unit 2 in a generally westerly direction to the boundary of the Warehouse Parcel.
- (f) With respect to water service only, over the "10' Water Easement" as shown on the Plan, running from Canco Road to the southerly side of Unit 1 of the Condominium, thence through the walls, ceilings, floors, crawl spaces and other unfinished areas of the structure containing said Unit 1 to the "25' Utilities Easement" shown on the Plan and referred to in subparagraph (c) above, without restriction, save that no installations shall be made pursuant to this easement within said structure that are within the finished, useable space contained within said Unit 1 (it being the intent hereof that all such installations be made within wall and ceiling cavities and crawl spaces, and similar unfinished spaces not normally visible from the interior of

said Unit, and not frequented by the occupants of that Unit).

Including in the easement granted in this Paragraph 2 the right to install, construct, maintain, repair and replace wires, pipes, cables, conduits, other associated equipment and other property for the delivery or providing of all utility services to the Warehouse Parcel, including without limitation electric, telephone, water and any other utility service available from time to time at Canco Road; further including in said easement the right to enter with personnel and machines, to excavate and fill trenches, to make any necessary passages for cables and other utility installations into and within the structures containing Units 1 and 2 of the Condominium, subject to the provisions of subparagraphs (d) and (f) above; and the right to reasonable access to the easement areas within said structures at reasonable times; further including the right to engage in any necessary blasting in connection with the installation of said utility services and equipment, provided that the party engaging in such blasting shall (i) provide reasonable advance notice to all owners and occupants of Units in the Condominium of said activity; and (ii) be responsible to repair promptly any damage to any property forming part of the Condominium caused by such blasting, at the expense of the party engaging in such blasting. All such utility service to the Warehouse Parcel shall be separately metered, shall in all cases be installed underground (except to the extent that the same are installed through the structures containing Units 1 and 2 of the Condominium), shall be made so as not to interfere with or disrupt any utility service(s) to either of the Units of the Condominium (beyond temporary interruptions thereof as may be necessary in the process of tying in to any utility service, which temporary interruptions shall be made at such times and in such manner as will minimize any interference with the operations or business of the occupants of said Units 1 and 2 of the Condominium), and the owner from time to time of the Warehouse Parcel shall be

responsible for the cost of all work undertaken in connection with the easements granted in this paragraph 2. All of such work shall be undertaken in such manner and at such times (said times to be reasonably approved in advance by the owners of Units 1 and 2) as will minimize inconvenience and interruption to the occupants of said Units 1 and 2.

- (3) Hickey & Mellin hereby further GRANTS to Bozat, its successors and assigns forever, an easement for vehicular (including but not limited to automobiles, light trucks, material delivery trucks and other large trucks) and pedestrian ingress to and egress from the Warehouse Parcel, and for the installation, construction, maintenance, repair and replacement of wires, pipes, cables, conduits, other associated equipment and other property for the providing of any and all utility services over the 30-foot strip shown as the "Access Easement" on the Plan including, without limitation, the right to pave, landscape, and improve the same for said purposes, the right to enter with personnel and machines, and to excavate and fill trenches; provided that any utility installations made in this location shall be located underground.
- (4) Hickey & Mellin hereby further GRANTS to Bozat, its successors and assigns forever, an easement for a sign indicating the business being conducted on the Warehouse Parcel, said sign to be (i) harmonious in the reasonable judgment of Hickey & Mellin or its successors in title with the other signs and improvements located on the property subject to the Declaration of Granite Heights Condominium; and (ii) located along Canco Road, at a sufficient distance from the existing sign so that each of said signs shall be clearly visible from Canco Road without obstruction by the other sign. Including in the aforesaid easement the right to enter with personnel and machines for the purpose of installing, constructing, maintaining, repairing and replacing said sign.

- (5) Bozat hereby GRANTS to Hickey & Mellin, its successors and assigns forever, in common with Bozat, its successors and assigns, an easement for septic sewer pipe purposes over the "10' Sewer Easement" as shown on the Plan, including in said easement the right to enter upon said strip of land with personnel and machines, to excavate and fill trenches, and the right to construct, install, repair, replace and maintain a sewer line consisting of underground pipes and associated equipment, provided that all of said installations shall be underground.
- (6) Each of the parties hereto agrees to repair any damage caused by such party in connection with any work undertaken in connection with or by virtue of the easements granted herein, promptly after the completion of such work, including without limitation in such repair work the returning of any ground (or pavement) surface that was disturbed in the course of such work to substantially the same condition as it was in immediately prior to the commencement of such work, and further specifically including in such repair work, but without limitation, the returning of any disturbed interior or exterior walls, ceilings or other surfaces of the structures containing Units 1 and 2 of the Condominium to substantially the same condition as they were in immediately prior to the commencement of such work.
- that the right of first refusal granted to Hickey and Mellin with respect to the Warehouse Parcel under a certain Right of First Refusal Agreement dated December 6, 1989, and recorded in the Cumberland County Registry of Deeds in Book 9013, Page 121, remains in full force and effect, provided however that Hickey & Mellin hereby waives its right to purchase the Warehouse Parcel pursuant to said Right of First Refusal Agreement with respect to the sale of said Warehouse Parcel to Thomas B. Wright and John W. Ryan, which sale is contemplated by the parties hereto to close immediately following the execution and delivery of this Agreement. Bozat and Hickey & Mellin agree, however, that it is

the intent of the parties that said Right of First Refusal Agreement survive said transfer to said Thomas Wright and John Ryan and any subsequent conveyance or conveyances of the Warehouse Parcel, and shall be binding upon such grantees. foregoing notwithstanding, all parties hereto acknowledge that the right of first refusal contained in said Agreement with respect to Unit 1 of the Condominium has merged into Hickey & Mellin's title to that Unit and is no longer in force. Bozat and Hickey & Mellin hereby further agree with respect to said right of first refusal that such right shall not apply with respect to a transfer of any interest in the Warehouse Parcel by any owner(s) of any such interest (i) by gift, inheritance or devise, or (ii) to a member of such owner's family, or to an entity controlled by such owner(s), provided that following any such exempt transfer the Warehouse Parcel shall remain subject to said right of first refusal, until it shall terminate in accordance with its terms. Bozat and Hickey & Mellin hereby further agree that for purposes of said Right of First Refusal Agreement, the Purchaser (as defined in said Agreement) will be deemed not to own any interest in the Condominium when a controlling interest in Hickey & Mellin Realty Associates has been transferred to one or more persons or entities not engaging in any continuation of the current dentistry practices of either or both of Alan J. Hickey and Peter R. Mellin.

- (8) The various easements granted herein shall all be deemed to be easements appurtenant to the real estate benefitted thereby, and shall pass with any conveyance of said benefitted property, or any portion thereof, whether or not the same are specifically mentioned. All of the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- (9) Hickey & Mellin Realty Associates, as owner of 100% of the Units in the Condominium, hereby approves and ratifies all

actions of Granite Heights Condominium Association contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their duly authorized representatives as if under seal this 4th day of December, 1992.

WITNESS:

ASSOCIATES, a general partnership

HICKEY & MELLIN REALTY

Alan J. Hickey

Ats General Partner

Peter R. Mellin

Its General Partner

BOZAT DEVELOPMENT CORP., a Maine corporation

Its: ASSET HAMBER

Granite Heights Condominium Association joins in this Easement Agreement for the purpose of joining in the grant of the various easements being given herein by Hickey & Mellin Realty Associates to Bozat Development Corp., and does hereby grant each and all of said easements, to the extent that it has sufficient interest therein to do so, to Bozat Development Corp.

WITNESS:

GRANITE HEIGHTS CONDOMINIUM

ASSOCIATION, a Maine

corporation

Alan J. Hickey

Its President

% 76477 k 10443 Pa 113

STATE OF MAINE COUNTY OF CUMBERLAND, ss.

December 4, 1992

Then personally appeared the above-named Alan J. Hickey and Peter R. Mellin, general partners of said Hickey & Mellin Realty Associates, and acknowledged the foregoing to be their free act and deed in their said capacities, and the free act and deed of said partnership.

Before me,

Attorney-at-Law

Timothy S. Keiter

Printed Name

My Commission Expires:

STATE OF MAINE COUNTY OF CUMBERLAND, ss.

December 4, 1992

Then personally appeared the above-named Trudy Sallivan, Asst Hanager of said Bozat Development Corp. and acknowledged the foregoing to be his/her free act and deed in his/her said capacity, and the free act and deed of said corporation.

Before me,

Attorney-at-Law

Printed Name

My Commission Expires:

STATE OF MAINE COUNTY OF CUMBERLAND, ss

December 4,1992

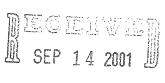
Then personally appeared the above-named Alan J. Hickey, President of Granite Heights Condominium Association, and acknowledged the foregoing to be his free act and deed in said capacity, and the free act and deed of said condominium association.

Before me,

Recorded Cumberland County Registry of Deeds 12/07/92 01:36:10PM Robert P. Titcomb Register

Attorney at Law

Printed Name
My Commission Expires:





BY.

KeyBank One Canal Plaza Portland, Maine 04101-4035

Tel: (800) 452-8762

September 12, 2001

City of Portland Planning Board Portland, Maine 04101

Re:

Wright-Ryan, LLC

Dear Sirs/Madam:

This letter is in reference to Wright-Ryan, LLC's interest in developing the approximately 8,000 square feet of land located at 276 Rear Canco Road. The principals of Wright-Ryan, LLC, are valued clients of KeyBank. As such, KeyBank can attest to their financial wherewithal. We look forward to entertaining a credit proposal for Wright Ryan, LLC after permits and approvals have been obtained.

Thank you very much.

Sincerely,

Jeanne A. Hulit

Vice President and Relationship

· Athela

Manager

BH2M BERRY · HUFF · McDONALD · MILLIGAN · INC.

ENGINEERS + SURVEYORS + PLANNERS

WILLIAM A. THOMPSON TIMOTHY O. BROWN

LESTER S. BERRY

October 31, 2001

John Mitchell Mitchell & Associates 70 Center Street Portland, ME 04101

RE:

Wright-Ryan Construction

Portland, ME

Dear John:

I have reviewed the existing 1987 Site Plan for Donbury Offices, the proposed Wright-Ryan Site Plan and walked the site. The existing development has been carefully placed between the ledge outcrops and steep slopes. Runoff appears to flow in all directions from the site. Most of my observations have been focused in the Wright-Ryan area.

All runoff from Wright-Ryan flows downhill to the J.B.Brown and Sons' land to the rear. The 1987 plan appears to show some runoff draining toward the abutting DEP parking lot. However, no runoff appears to reach the parking lot. The existing runoff patterns were not creating any obvious problems, flooding or erosion. The runoff from the Wright-Ryan building flows into an existing pond on the Brown land. The pond appeared to be a basin that collected runoff with no visible outlet. It is suspected that pond water percolates into the ground and flows northerly to a wetland.

Runoff from the proposed building site will flow downhill and into the wetland. There is no feasible means of providing any stormwater detention on-site. The proposed plan of diverting the parking lot runoff to the existing pond and allowing the building runoff to flow to the wetland appears to be a reasonable solution. The new runoff would be completely contained with the pond or dissipated in the wetlands. To increase runoff to an abutter, I believe, would require obtaining a drainage easement.

Since obtaining an off-site drainage easement and impacts to the off-site pond are closely related, we have investigated the site and considered possible impacts. It is our opinion the peak runoff rates and the total volume of runoff from the Wright-Ryan site will only increase a minimal amount with the proposed project. This is due to the fact that the existing site is mostly ledge, very little soil and very steep. The existing runoff is very high and rapid. Post development runoff will also be very high and rapid but the difference from the predevelopment condition will be minimal. There is no evidence that existing flows are eroding the slopes to the pond or that the pond is being adversely impacted. From a stormwater management perspective, the site is stable. The proposed project should not disturb this stable condition. Under the worst conditions, it may be possible to overflow the pond across the pathway to the wetlands. If this

Page 2

was possible, the solution would be to place crushed stone along the pathway at the designated low spot. This would allow for overflows and protect the pond, pathway and wetlands. In summary, we are comfortable that the proposed project can be built without any adverse downstream impacts.

The proposed project is less than the minimum impervious area required for a DEP Stormwater Permit or Site Law Permit. Therefore, you would only be subject to the Portland Site Plan standards. It is recommended that a meeting with the City of Portland's consulting engineer and planner be arranged to review the situation and determine if they are comfortable in approving the drainage plan with an easement from the abutter.

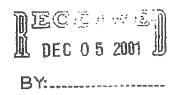
Sincerely

ester S. Berry, P.E.

Wright-Ryan0901

J. B. BROWN & SONS

482 CONGRESS STREET P.O. BOX 207 PORTLAND, MAINE 04112 PHONE 207-774-5908 FAX 207-774-0898



December 5, 2001

Mr. Tom Wright
Wright Ryan Construction, Inc.
10 Danforth Street
Portland, Maine
04101

Re: Canco Road

Dear Tom,

This letter shall acknowledge your proposed development on Canco Road Portland. As you know our property abuts yours and is down gradient from your development site. The detention pond on our site currently receives storm water run off from your property. This existing detention basin was constructed during the early 1980's when our warehouse development took place. As a condition of our support we would require that the runoff from your property onto ours should be addressed as defined in the letter of BH2M dated October 31,2001 to insure that there is no adverse detrimental effect imposed on our property from your new construction. Any costs associated with post development adverse runoff will be assumed by Wright Ryan Construction, Inc.

As a neighbor we fully support your development and I know that we can trust your professionalism to utilize the highest level of construction engineering, methods and practices.

If I can be of any further assistance please let me know. I would also ask that you keep me posted of your approvals schedule and I would make myself available to attend any meetings.

Thank you for the advance notice of your project and I wish you the best of luck.

Steven Reynolds Vice President

Sincer

SECTION 02200

SITE EARTHWORK

PART 1. GENERAL

1.1 Related Work Specified Elsewhere

- a. The general provisions and documents of the Contract, including General and Special Conditions, apply to the work specified in this Section.
- b. Construction Drawings

1.2 <u>Utility Easements</u>

a. The Contractor shall contact all utility companies and determine if additional easements will be required to complete the project.

1.3 Standards

- a. Conform to all applicable city, county and state codes for excavation, earthwork and disposal of debris.
- b. Conform to all applicable standards of the various utility companies.

1.4 Grade and Elevations

- a. The Drawings indicate, in general, the alignment and finished grade elevations. The Landscape Architect, however, may make such adjustments in grades and alignment as are found necessary in order to avoid interference or to adapt piping to other special conditions encountered.
- b. The Contractor shall establish the lines and grades in conformity with the Drawings and maintain by means of suitable stakes placed in the field.

1.5 References

a. Where M.D.O.T. appears it shall be taken to mean The State of Maine Department of Transportation Specifications, Highways and Bridges - (Latest Revision).

1.6 Reference Standards

a. The following most current publications form part of this specification to the extent indicated by references thereto and shall be followed for all construction testing:

American Society for Testing and Materials (ASTM):

D 422	Method for Particle Size Analysis of Soils
D 698	Test for Moisture-Density Relations of Soils Using 5.5 lb. (2.5
	kg) hammer and 12-inch (304.8mm) Drop (Standard Proctor)
D 1556	Test for Density of Soil in Place by the Sand Cone Method
D 1557	Test for Moisture-Density Relations of Soils Using 10-lb (4.5
	Kg) hammer and 18-inch (457 mm) Drop (Modified Proctor)
D 1559	Test Method for Resistance to Plastic Flow of Bituminous
	Mixtures Using Marshall Apparatus
D 2167	Test for Density of Soil in Place by the Rubber Balloon Method
D 2216	Laboratory Determination of Moisture Content of Soil
D 2487	Classification of Soils for Engineering Purposes
D 2922	Tests for Density of Soil and Soil-Aggregate in Place by
	Nuclear Methods (Shallow Depth)
D 3017	Test for Moisture Content of Soil and Soil-Aggregate in Place
	by Nuclear Methods (Shallow Depth)
D 4318	Test for Plastic Limit, Liquid Limit, & Plasticity Index of Soils
C 25	Chemical Analysis of Limestone, Quicklime and Hydrated
	Lime
C 110	Physical Testing for Quicklime and Hydrated Lime, Wet Sieve
	Method
C 618	Specification for Fly Ash and Raw or Calcined Natural
	Pozzolan for Use as a Mineral Admixture in Portland Cement
	Concrete

1.7 Tests

- a. Tests for soil density and/or gradations as herein designated shall be taken at the option of the Architect. Costs of testing shall be paid by the Owner.
- b. Soil Samples representative of the borrow source and suitable laboratory testing shall be furnished by the contractor for each material listed in Section 2.1. The samples shall be submitted at least two (2) weeks prior to their proposed use or placement on the site.
- c. Compaction tests shall be determined on the basis of laboratory Proctor tests (ASTM D.1557, Modified Proctor).

d. Field density tests not specified on a comparative basis shall be to the percent density specified in this Section for both earth excavation and earth and granular type fills. Tests shall be in accordance with ASTM D.1556, ASTM D.2167, ASTM D.2922 OR ASTM D.3017.

1.8 Protection of Existing Structures and Utilities

- a. Barricade open excavations occurring as part of this work and post with warning signs.
- b. Provide necessary supports, bracing and covering to protect existing and new structures and utilities during all phases of excavation and backfill.
- c. Notify appropriate owners before excavating adjacent to poles, cables, pipes, and other utilities.
- d. Note that location of existing underground utilities on plans is approximate and may be incomplete. Responsibility for exact locations and protection of all utilities rest with the Contractor.
- e. Conflicts between existing and new utilities and/or structures to be built under this contract shall be reported to the Landscape Architect or Owner's Representative.

1.9 Erosion and Sedimentation Control

- a. The General Contractor shall perform all work necessary to control erosion. Installation of erosion control structures prior to construction shall be performed in accordance with the Standards of the U.S. Department of Agriculture, Soil Conservation Service, "Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices" by the Cumberland County SWCD, State of Maine, Section 02020 Erosion and Sedimentation Control and as shown on the Plans.
- b. Weekly inspections, as well as routine inspections following rain falls, shall be conducted by the Contractor of all temporary and permanent erosion control devices until final acceptance of the project. Necessary repairs shall be made immediately to correct undermining or deterioration. Final acceptance shall include a site inspection to verify the stability of all disturbed areas and slopes. Until final inspection, all erosion and sedimentation control measures shall immediately be cleaned, and repaired by the Contractor after each storm event, as required. Disposal of all temporary erosion control devices shall be the responsibility of the Contractor. Removal of temporary erosion control devices shall not occur until a minimum 75% catch of vegetation occurs or permanent structural measures are in place.

1.10 Removals

a. The Contractor shall perform all work necessary for clearing and grubbing and/or removal, backfill and disposal of all existing materials noted on the Drawings, as well as temporary structures installed for construction. All existing vegetation (trees, shrubs, turf) to remain shall be protected from injury. Existing trees located along the edge of construction limits shall be protected.

PART 2. PRODUCTS

2.1 <u>Materials</u>

- (1) Fill Materials: Backfill and ordinary fill materials shall be as follows:
 - a. Backfill over pipes shall be free of stones over one (1) inch diameter for first one (1) foot over pipes.
 - b. Aggregate Base, Crushed M.D.O.T. 703.06, (a), Type A. (No rocks larger than two inches). Compacted at 95% ASTM D-1557
 - c. Aggregate Sub-base Gravel M.D.O.T. 703.06, (a), Type C, Size of stone no larger than four (4) inches. Compacted at 95% ASTM D-1557
 - d. Common Borrow- M.D.O.T. 703.18 shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat and other unsuitable material.
 - e. Structural Fill M.D.O.T. 703.06, (a), Type C. Size of stone no larger than six (6) inches, and further limited to a maximum particle size equal to three (3) inches within twelve (12) inches of slab grade. Compacted at 95% ASTM D-1557
 - f. Gravel Borrow M.D.O.T. 703.20. Size of stone no larger than six (6) inches. Compacted at 95% ASTM D-1557
- (2) Bedding Material: Bedding and Backfill Material for Pipes
 - a. The refilling of all excavation below the pipe invert and below the crown of the pipes (as indicated by the details) shall be made with crushed stone meeting the following criteria:

Screen Size Square Openings	% by Weight Passing
1- 1/2"	100
1"	90 - 100
1/2"	0 - 15

(3) Geotextile Materials

- a. Acceptable Stabilization Geotextiles and Geogrids: Use stabilization geotextile where pavement is to occur over areas where groundwater is encountered in the Subgrade and crosses over existing wetland. Acceptable geotextiles and geogrids include:
 - (1) Mirafi 600x
 - (2) Phillips 66 Supac 6WS
 - (3) Dupont Typar 3401 and 3601
 - (4) Trevira S1114 and S1120
 - (5) AMOCO 2006
 - (6) Tensar SS-1 and SS-2
 - (7) Exxon GTF-200 or 350
 - (8) Conwed Stratagrid GB-5033
 - (9) Miragrid 5xT

b. Silt Fencing Geotextiles:

(1) Mirafi 100x or equal

PART 3. EXECUTION

3.1 Classifications

- a. Earth Excavation Removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, any material indicated in the data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.
- b. Rock Excavation Removal and disposal of materials encountered that cannot be excavated without continuous and systematic drilling and blasting or continuous use of a ripper or other special equipment except such materials that are classed as earth excavation.
 - (1) Typical Materials: Boulders 2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.
 - (2) Intermittent drilling performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

3.2 Topsoil Removal

a. Topsoil shall be stripped to its entire depth from area within the Limit Of Work and reusable materials shall be stored in designated locations (see sheet 1)that will not interfere with building, roads or utility operations. Stripped topsoil shall be free from clay, large stones, debris, and peat. Topsoil for reuse on site shall be screened. Contractor shall remove all surplus topsoil off the site.

3.3 General Excavation

- a. Grades, Dimensions excavate where indicated and as necessary to obtain subgrades as shown on the Drawings and hereinafter specified. All excavation shall include the satisfactory removal of all materials of whatever substance encountered within the indicated limits. Only suitable materials shall be used or stockpiled for later use in backfill preparation.
- b. The Contractor shall provide shoring, sheeting and bracing as may be required to maintain excavations and trenches secure and safe from collapse and to protect adjacent structures.
- c. Excavation shall not be made below specified sub-grades except where rock or unstable material is encountered
- d. All work shall be carried out in a manner consistent with the regulations of such Federal, State and Local authorities as may have jurisdiction over such activities.

3.4 Summary Utility Installation

- a. Set all lines, elevations, and grades for utility and drainage system work and control system for duration of work, including careful maintenance of bench marks, property corners, monuments, or other reference points.
- b. Perform all excavation for underground piping and utility systems to the depths indicated on the Drawings or as otherwise specified. Trenches shall be excavated by open cut.
- c. Maintain in operating condition existing utilities, active utilities, and drainage systems encountered in utility installation. Repair any surface or subsurface improvements shown on Drawings.
- d. Verify location, size, elevation, and other pertinent data required to make connections to existing utilities and drainage systems as indicated on Drawings. Contractor shall comply with local codes and regulations.

e. Inspection of stormwater system excavation, utility excavation and backfilling subject to review by utility company and city engineer.

3.5 Excavation, Trenching, and Backfilling

- a. Perform excavation as indicated for specified depths. During excavation, stockpile materials suitable for backfilling in an orderly manner far enough from bank of trench to avoid overloading, slides, or cave-ins.
- b. Remove excavated materials not required or not suitable for backfill or embankments and waste as specified. Any structures discovered during excavation(s) shall be disposed of as specified.
- c. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as required.
 Remove accumulated water in trenches or other excavations by pumping or other acceptable methods.
- d. Open cut excavation with trenching machine or backhoe. Where machines other than ladder or wheel-type trenching machines are used, do not use clods for backfill. Dispose of unsuitable material and provide other suitable material.

3.6 Trench Excavation

- a. The Contractor shall contact the local utility companies before excavation begins. Dig trench at proper width and depth for laying pipe, conduit, or cable. Cut trench banks as nearly vertical as practical and remove stones as necessary to avoid point-bearing. Over excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide suitable base for continuous and uniform bedding.
- b. All trench excavation side walls greater than five (5) feet in depth shall be sloped, shored, sheeted, braced or otherwise supported by means of the sufficient strength to protect the workmen within them in accordance with the applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by local ordinances. Lateral travel distance to an exit ladder or steps shall not be greater than 25 feet in trenches four (4) feet or deeper.

- c. Accurately grade trench bottom to provide uniform bearing and support for each section of pipe on bedding material at every point along entire length, except where necessary to excavate for bell holes, proper sealing of pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make joint connection properly.
- d. Trench width requirements below the top of the pipe shall not be less than 12 inches nor more than 18 inches wider than outside surface of any pipe or conduit that is to be installed to designated elevations and grades. All other trench width requirements for pipe, conduit, or cable shall be least practical width that will allow for proper compaction of trench backfill.
- e. Trench depth requirements measured from finished grade or paved surface shall meet the following requirements or applicable codes and ordinances:
 - (1) Water Mains: 66 inches to top of pipe barrel.
 - (2) Sanitary Sewer: Elevations and grades as indicated on Drawings. Note: Pipe with less then five (5) feet of cover in pavement areas or four (4) feet in landscaped areas, provide 2 inches of rigid insulation plan as shown on drawings and detail. (See Plan Sheets 4 and 8)
 - (3) Storm Sewer: Depths, elevations, and grades as shown on Drawings. For pipe with less than four (4) feet of cover, provide 2 inches of rigid insulation per plan and detail.
 - (4) Electrical Conduits: 40 inches minimum to top of conduit for primary and 30 inches to top of conduit for secondary or as required by NEC 300-5, NE 710-36 codes, or the local utility company requirements, whichever is deeper.
 - (5) TV Conduits: 18 inches minimum to top of conduit or as required by the local utility company, whichever is deeper.
 - (6) Telephone Conduits: 18 inches minimum to top of conduit, or as required by the local utility company, whichever is deeper.

3.7 Sheeting and Bracing

a. Provide sheeting and bracing, when necessary, in trenches and other excavations where protection of workmen is required. Sheeting may be removed after sufficient backfilling to protect against damaging or injurious caving.

3.8 Pipe Bedding

a. Accurately cut trenches for pipe or conduit that is to be installed to designated elevations and grades to line and grade as specified below bottom of pipe and to width as specified. Place specified depth of bedding material, compact in bottom of trench, and accurately shape to conform to low portion of pipe barrel. After pipe installation, place select bedding material in accordance with details and compact as required.

3.9 Trench Backfilling

- a. Criteria: Trenches shall not be backfilled until required tests are performed and the utility systems comply with and are accepted by applicable governing authorities. Backfill trenches as specified. If improperly backfilled, reopen to depth required to obtain proper compaction. Backfill and compact as specified, to properly correct condition in an acceptable manner.
- b. Backfilling: After pipe or conduit has been installed, bedded, and tested as specified, backfill trench or structure excavation with specified material placed in eight (8) inch maximum loose lifts. Fill shall not be placed on a surface of frozen material, nor shall snow, ice, frozen earth or debris be incorporated in the fill. Compact to minimum density of 95% of maximum dry density in accordance with ASTM D 698 (or 92% of maximum dry density in accordance with ASTM D1557). For utility trenches located in pavement, sidewalk or patio area, place backfill in eight (8) inch maximum loose lifts and compaction to 95% of ASTM D.1557 maximum dry density.
- b. All excavations for structures shall be sheeted, braced, sloped, or otherwise protected in the same manner and meeting the safety requirements and conditions specified above under paragraph Section 3.6 (b). Any excess excavated material shall be removed from the site.

3.10 Rock Excavation

- a. If rock blasting is required, the Contractor shall take the following steps:
 - (1) Uncover and expose material claimed as rock.
 - (2) Notify the Owner immediately before proceeding with any work in this regard.
 - (3) Obtain written consent and approval from local authorities for the methods to be used before proceeding with blasting or related work.
 - (4) Perform a pre-blast survey of neighboring properties.

- (5) Handle and employ explosives as stipulated in the Manual of Accident Prevention in Construction of the A.G.C.
- b. Rock excavation shall include boulders over two (2) cubic yards in volume and masses of rock or conglomerate masses requiring systematic drilling and blasting to be removed.

3.11 Compaction

- a. Compaction densities specified herein shall be the percentage of the maximum dry density obtainable at optimum moisture content as determined and controlled in accordance with ASTM D.1557. Field density tests shall be made in accordance with ASTM D.1556, D.2167 or D.2922. Each layer of backfill shall be moistened or dried as required, and shall be compacted to the required densities unless otherwise specified in the project specifications.
- b. Fills placed under roads, parking areas, walks and headwalls shall be compacted to not less than 95 percent of the ASTM D 1557 maximum dry density.
- c. The subbase material placed under the road gravel base in fill areas shall be compacted to not less than 95 percent of the ASTM D.1557 maximum density.
- d. Fills adjacent to building walls from the exterior face of the building and/or retaining walls to a point not less than 10'-0" from the exterior face of the wall shall be compacted to not less than 95 percent of the ASTM D.1557 maximum compaction dry densities as herein before specified.

e.	Bedding material and trench sand under pavement	95%
f.	Bedding material and trench sand non pavement areas	92%
g.	Loam areas	90%
h.	All other areas	85%

3.12 Filling and Subgrade Preparation - Building Area

a. Building subgrade pad shall be that portion of site directly beneath and ten feet (10') beyond the building and appurtenance limits.

- b. Unless specifically indicated otherwise on the Drawings, areas exposed by excavation or stripping and on which building subgrade preparations are to be performed, shall be compacted to a minimum of 95% of the maximum dry density, in accordance with ASTM D 1557 at a moisture content of not less than 2% below and not more than 3% above the optimum moisture content. Building floor slab subgrades consisting of native sands or silty sands shall be compacted with a vibratory drum roller with a minimum static weight of 10,000 lbs. Footing subgrades consisting of sands or silty sands shall be compacted with a vibratory plate compactor with a minimum static weight of 400 lbs.
- c. Unless specifically indicated otherwise on the Drawings, Structural Fill materials used in preparation of building subgrade shall be placed in lifts or layers not to exceed eight (8) inches loose measure and compacted to a minimum of 95% of the maximum dry density, in accordance with ASTM D 1557, at a moisture content of not less than 2% below and not more than 3% above the optimum moisture content.
- d. All fill material shall be free of snow, ice, or foreign contaminants before placement. All lifts placed during winter construction shall be compacted by the end of the work day. Any lifts exposed to ice, snow and freezing conditions prior to compaction shall be removed at the Contractor's expense.

3.13 Filling and Subgrade Preparation - Exclusive of Building Area

- a. All materials shall be placed and compacted to conform to the lines, elevations and cross-sections indicated on the Drawings. Do not start fills until the area has been inspected and approved by the Landscape Architect.
- b. Fill shall not be placed on a surface of frozen material, nor shall snow, ice, frozen earth or debris be incorporated in the fill. All materials shall be approved by the Landscape Architect or Owner's Representative before being placed.
- c. Unless specifically stated otherwise on the Drawings, areas exposed by excavation or stripping and on which subgrade preparations are to be performed, shall be compacted to a minimum of 95% of maximum dry density, in accordance with ASTM D 1557, at a moisture content of not less than 3% below and not more than 3% above the optimum moisture content.
- d. Stones in fills shall be well distributed. Do not have stones over six (6) inches in diameter within twelve (12) inches of subgrade.

3.14 Finish Grading

- a. Grade all areas where finish grade elevations or contours are indicated on Drawings, other than paved areas and buildings, including excavated areas, filled and transition areas, and landscaped areas. Graded areas shall be uniform and smooth, free from rock, debris, or irregular surface changes. Finished subgrade surface shall not be more than <u>0.10 feet</u> above or below established finished subgrade elevation, and all ground surfaces shall vary uniformly between indicated elevations.
- b. Correct all settlement and eroded areas within one year after date of completion. Bring grades to proper elevation. Replant or replace any grass or other vegetation disturbed by construction using corrective measures.

RE-DEPLOYABLE BUILDINGS

Introduction

Rubb Buildings, shelters and weather protection products are pre-fabricated for rapid erection and re-deployment. They are very versatile as the application photographs in this brochure demonstrate. The modular design concept means that they can easily be extended as the users needs change.

Rubb have supplied over 2,000 structures throughout the World. Although usually considered to be temporary structures, many of these buildings have been in constant use over periods of 15 years and more. Experience has shown that maintenance costs are very low. Our professional design and erection teams are available to assist in custom solutions to special requirements.

Structures are of hot-dip galvanized steel tube arch frames. In most cases elements of the structure are small enough to be man-handled.

The covering membrane is of high tenacity PVC coated polyester fabric.

Buildings are designed to comply with local building codes. Spans range from 10-115ft by any length in modules of 10ft.

Larger spans and higher vertical walls are available for custom projects.

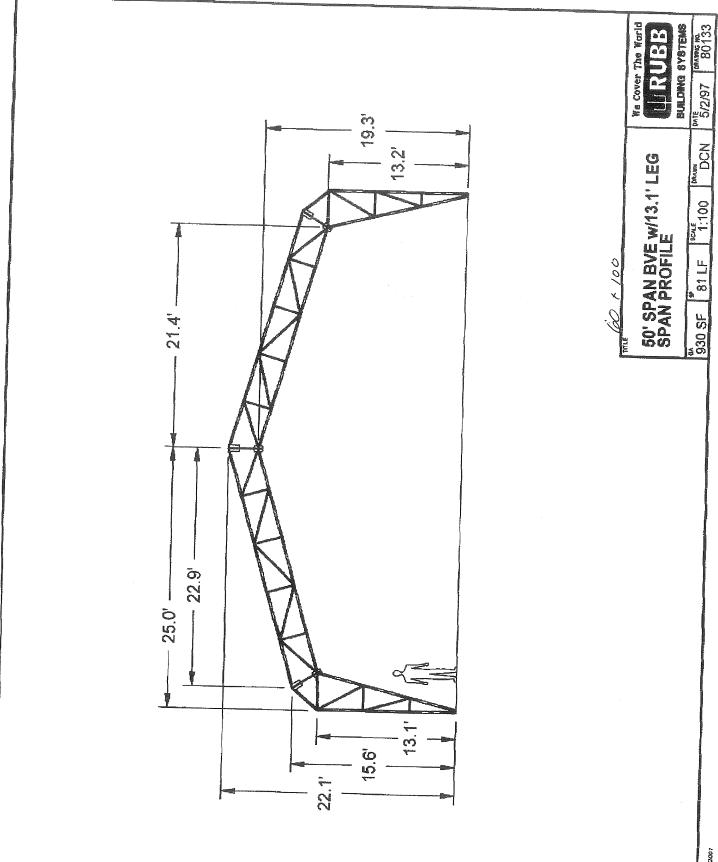
COVER ILLUSTRATION

Swan Hunters. UK use large BVL Rubb buildings at their Neptune and Wallsend shipyards to construct complete vessels undercover. These buildings are designed in two sections and are mounted on rails, so that they can be opened to allow crane access to any part of the ship. They can be lifted in fully erected form from the berth by yard cranes. (See inset photograph).

Major Benefits

- ★ Low cost per covered square foot.
- * Fast erection with unskilled labor.
- ★ Low foundation cost accepts differential settlement.
- ★ Easily re-deployable High resale value.
- ★ Low maintenance costs.
- ★ Can be extended easily, or sub-divided.
- * Standard pre-fabricated design off-the-shelf.
- ★ Easy to customize.
- ★ Components easily handled and shipped.
- ★ Choice of color combinations.
- ★ Computer design of components Factory quality control.
- * No internal columns.
- ★ Double skin options for increased insulation.
- ★ Translucent roof for maximum daylight working.
- ★ Can be lifted in erected form by crane.
- ★ Full range of mechanical services available.
- ★ Dehumidification is easy with Rubb buildings.





1.080180133 VCD 7/24/2001

CITY OF PORTLAND, MAINE SITE PLAN CHECKLIST

Project Name, Address of Project

I.d. Number

Submitted () & Date	Item	Required Information Se	ction 14-525 (b,c)	
V16/03	(1)	Standard boundary survey (stamped by a registered surveyor, at a	1	
		scale of not less than 1 inch to 100 feet and including:		
	(2)	Name and address of applicant and name of proposed development	a	
* 1	(3)	Scale and north points	ь	
()	(4)	Boundaries of the site	С	
(((5)	Total land area of site	d	
Cr	(6)	Topography - existing and proposed (2 feet intervals or less)	е	
1.1	(7)	Plans based on the boundary survey including:	2	
2 4	(8)	Existing soil conditions	a	
11	(9)	Location of water courses, marshes, rock outcroppings and wooded area	s b	
of the second se	(10)	Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used		С
£ ((11)	Approximate location of buildings or other structures on parcels abutting	the site	d
1 ((12)	Location of on-site waste receptacles	e	•
capacity letters	(13)	Public utilities	e	
1/11/10	(14)	Water and sewer mains	e	
110102	(15)	Culverts, drains, existing and proposed, showing size and directions of f	lows e	
. 4.4	(16)	Location and dimensions, and ownership of easements, public or private		
	(10)	rights-of-way, both existing and proposed		
Circulation	(17)	Location and dimensions of on-site pedestrian and vehicular accessways	g	
more parking	(18)	Parking areas	g	
circulation	(19)	Loading facilities	g	
1/16/02	(20)	Design of ingress and egress of vehicles to and from the site onto public		
711	(21)	Curb and sidewalks	g	
£1	(22)	Landscape plan showing:	h	
6.4	(23)	Location of existing proposed vegetation	h	
p.c.	(24)	Type of vegetation	h	
11	(25)	Quantity of plantings	h	
1.1	(26)	Size of proposed landscaping	h	
11	(27)	Existing areas to be preserved	h	
,	(28)	Preservation measures to be employed	h	
4, 6	(29)	Details of planting and preservation specifications	h	
4.4	(30)	Location and dimensions of all fencing and screening	i	
any new lights	(31)	Location and intensity of outdoor lighting system	j	
tire approv. 1/23	(32)	Location of fire hydrants, existing and proposed	k	
1/16/02	(33)	Written statement	С	
ii	(34)	Description of proposed uses to be located on site	1	
U	(35)	Quantity and type of residential, if any	1	
f e	(36)	Total land area of the site	b2	
(((37)	Total floor area and ground coverage of each proposed building and structure	b2	
F ((38)	General summery of existing and proposed easements or other burdens	c3	
• •	(39)	Method of handling solid waste disposal	4	
()	(40)	Applicant's evaluation of availability of off-site public facilities, including sewer, vand streets	water 5	
	(41)	Description of any problems of drainage or topography, or a representation that the	ere 6	

1		are none		
1/16/02	(42)	An estimate of the time period requir	red for completion of the development	7
(1)	(43)		ory approvals to which the development may be	8
7.		subject		
	(44)	The status of any pending application	ns	8
()	(45)	Anticipated timeframe for obtaining	such permits	h8
11	(46)	A letter of non jurisdiction		h8
11	(47)		capability to undertake and complete the developm	
			financial institution stating that is has reviewed th	ie
		planned development and would seri	iously consider financing it when approved.	
Note: Depending on including (but not lir		pe of the proposed development, the Pl	anning Board or Planning Authority may request	additional information
- drainage pattern	a and facilities		- an environmental impact study;	
		ols to be used during construction;	- a sun shadow study;	
- a parking and/or		ons to be used during construction,	 a study of particulates and any other 	noxious emissions:
and	r trairie stady,		a study of particulation and any other	novious cimosions,
- a noise study;			- a wind impact analysis.	
Other comments:				

^				



02P015

TO:

Kandi Talbot - Planner

FROM:

Jim Seymour - Development Review Coordinator, Sebago Technics, Inc.

RE:

276 Canco Road, Wright-Ryan Construction Storage Facility

DATE:

February 4, 2002

I have reviewed the Site Plan for the proposed 6,000 square foot storage facility for Wright-Ryan Construction located at 276R Canco Road and have the following comments:

- 1. The proposed building is to be situated on approximately 17 feet of fill. A structural/geotechnical report should be included discussing the foundation design and soil integrity needed to safely construct the storage building.
- 2. The site plan calls for two sections of retaining walls to be constructed nearly on top of each other. The detail calls for natural rock to be the main structural component. The detail should include a geotextile fabric behind the wall. Additionally, the geotechnical report should include this as part of the study to assure drainage and soil sliding action have been properly accounted for.
- 3. A drainage easement and construction easement shall be obtained from J. B. Brown to allow the flow of concentrated water to enter their pond. Additionally, a construction easement is needed to construct the retaining wall as shown.
- 4. All concentrated flows should be diverted away from the retaining wall (flows from the roof to the northeasterly end of the wall).
- 5. The parking spaces, as shown along the steep curve of the access lane, are really not a good location with the slope nearly 8% to 10%. The spaces should not be parallel on the curve and should be relocated either in an angular or perpendicular alignment. A preferred slope would be around 5%. Also, the number of spaces required appears low for the use.
- 6. The circulation for exiting trucks appears difficult from the proposed building. The applicant needs to show that the turning radius for a typical delivery vehicle can be met with the current design, or add a turnaround to allow the exiting vehicle a three point turn to get out.

- 7. Will the proposed building be sprinkled? How large is the water service to the building? A letter from the Portland Water District is needed, as well as a letter for sanitary service capacity from Public Works.
- 8. A statement shall be added to the plan saying that any damage done to the walking path as a result of construction shall be repaired by the Contractor or the Owner (Wright-Ryan Construction).

JRS:jrs/jc

From: Anthony Lombardo To: Kandi Talbot

Date: Thu, Jan 31, 2002 1:30 PM

Subject: 276 Canco Road..Wright Ryan...1/31/02

Kandi,

I have reviewed the plans and application dated 1/16/02 and offer the following comments:

The applicant has done little to address the full downstream impact of runoff generated from this development. The applicant's engineer provides a report that deals exclusively with their own intuition regarding downstream impact and stormwater. I don't question the engineers experience and intuition, however, in all fairness to previous applicants and future applicants, I feel that it is not unreasonable to request that a more detailed stormwater report be submitted for review.

Planning Department 389 Congress Street Portland, ME 04101 Phone: 207-874-8901 Fax: 207-756-8258

City of Portland



□ Urge	ent	☐ For Review	☐ Please Comment	☐ Please Reply	☐ Please Recycle
Re:	Wrig	ht-Ryan	CC:		
Phone:	774-	4427	Pages:	3	
Fax:	8/4-	2460	Date:	February 5, 2002	
Encom-	074	0.400		F 0000	
To:	Bob	Metcalf	From:	Kandice Talbot	

•Comments:

Department of Planning & Development Lee D. Urban, Director



Division Directors

Mark B. Adelson

Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP Planning

John N. Lufkin Ecomonic Development

October 22, 2002

Tom Wright Wright-Ryan Real Estate LLC 10 Danforth Street Portland, ME 04101

RE:

Temporary RUBB Building, 276 Canco Road

ID #2002-0015, CBL #154-B-47

Dear Mr. Wright:

On October 8, 2002, the Portland Planning Authority granted minor site plan approval for a 2,400 sq. ft. temporary RUBB building located at 276 Canco Road.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Please note the following provisions and requirements for all site plan approvals:

- 1. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. A one year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
- 2. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
- 3. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.



WRIGHT-RYAN CONSTRUCTION, INCORPORATED

23 July, 2002

Kandice Talbot Planning and Urban Development City of Portland 389 Congress Street Portland, Maine 04101

Re: 276 Rear Canco Road, Temporary Structure

Dear Ms. Talbot:

The attached application is for a much more reduced project than that of our previous application in February, 2002.

We are proposing to place a forty foot by sixty foot temporary structure on existing grade without a concrete foundation. There will be no utilities to the building. The enclosure will be covered in PVC of the same gray color to that of the existing building.

Our intention is to provide covered storage for our forms and supplies and also make the yard more attractive for the adjoining dentist offices.

Please call me with any questions about the application.

Thank you,

Tom Wright

CITY OF PORTLAND, MAINE DEVELOPMENT REVIEW APPLICATION PLANNING DEPARTMENT PROCESSING FORM

	PLANNING	DEPARTMENT PROCESSING FORM	2002-0015
		Planning Copy	Application I. D. Number
Wright-ryan Real Estate Llc			01/16/2002
Applicant			Application Date
10 Danforth St, Portland, ME 04101			Temp. Structure RUBB Building
Applicant's Mailing Address			Project Name/Description
Mitchell & Assoc/Bob Metcalf		276 - 276 Canco Rd, Portla	
Consultant/Agent		Address of Proposed Site	
Agent Ph: 774-4427 A	gent Fax: 874-2460	154 B047001	
Applicant or Agent Daytime Telephone	e, Fax	Assessor's Reference: Chart-	-Block-Lot
Proposed Development (check all that	apply): 📝 New Building	Building Addition Change Of Use	Residential Office Retail
Manufacturing Warehouse/I	Distribution Parking	Lot Other	(specify) Storage for material & equip.
6,000 sq. ft.	homographical control of the control	2 acres	IM
Proposed Building square Feet or # of	Units	Acreage of Site	Zoning
			-
Check Review Required:			
Site Plan	Subdivision	PAD Review	14-403 Streets Review
(major/minor)	# of lots		
Flood Hazard	Shoreland	HistoricPreservation	DEP Local Certification
Zoning Conditional	Zoning Variance		Other
Use (ZBA/PB)	_		
Fees Paid: Site Plan \$40	0.00 Subdivision	Engineer Review	Date 01/16/2002
Planning Approval State	IS:	Reviewer Kandi Talbot	
Approved	Approved w/Condi	tions Denied	
Approved	See Attached	nons Defined	
	ooo / titaonoa		
Approval Date 10/08/2002	Approval Expiration	10/08/2003 Extension to	Additional Sheets
OK to Issue Building Permit	Kandi Talbot	10/08/2002	Attached
Or to issue ballaring i citilit	signature	date	
Performance Guarantee	Required*	Not Required	
* No building permit may be issued un	til a performance guarante	e has been submitted as indicated below	
Performance Guarantee Accepted	date	amount	expiration date
The Political Po	uate	amount	expiration date
Inspection Fee Paid	data	amount	
- 5 " 5 " 1	date	amount	
Building Permit Issue			
	date		
Performance Guarantee Reduced	and the same of th		
	date	remaining balance	signature
Temporary Certificate of Occupan		Conditions (See Attached	
	date		expiration date
Final Inspection			
	date	signature	
Certificate Of Occupancy	M-11/14 - M-11/1		
	date		
Performance Guarantee Released	<u> </u>		
	date	signature	
Defect Guarantee Submitted			
	submitted d	ate amount	expiration date

date

signature

Defect Guarantee Released

