

Sebago Technics
Engineering & Planning for the Future

Site Plan Submission
to
City of South Portland

Hilton Garden Inn
Portland International Jetport
Portland, Maine

on behalf of

Widewaters New Castle Portland Company, LLC
5786 Widewaters Parkway
P. O. Box 3
Dewitt, NY 13214-0003

October 1999

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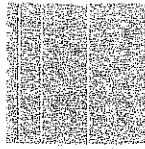
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Application Letter



Sebago Technics

Engineering & Planning for the Future

October 13, 1999
98386

James Gailey, City Planner
City of South Portland
P. O. Box 9422
South Portland, ME 04106

Site Plan Application Submittal - Hilton Garden Inn, Portland International Jetport

Dear Jim:

On behalf of the Widewaters New Castle Portland Company, LLC, Sebago Technics has assembled the following site plan application submittal for planning staff and Planning Board consideration. The enclosed submittal presents a proposed 88 room Hilton Garden Inn located off the Jetport Crossroad on an 8.21 acre parcel. This project was previously presented to the Planning Board at a workshop level on September 28, 1999. Since then, the site plan has been revised to reflect comments from the City's Code Enforcement Officer.

This project is situated within the General Commercial (CG) Zone and is located at the intersection of the new Jetport Access Road and Crossroad. This 88 room, three-story hotel is a proposed joint venture between New Castle Hotels and the Widewaters Group. New Castle Hotels owns, operates and develops hotels and resorts under Marriott, Weston, Hilton, Sheraton, Promus and Independent Flags. The Widewaters Group is a multi-faceted real estate development company headquartered in Syracuse, New York and manages over 3.3 million square feet of office, residential, industrial and retail properties throughout New York and New England. An information package is included in Exhibit 9 of this submittal and describes in detail this joint venture and proposed Hilton Garden Inn.

At this time, the applicant would like to proceed with the site plan review process. The enclosed site plan reflects proposed site grading, drainage, landscaping, and overall project development. Public utilities are available for this site to include public water, sewer, and underground electric and telephone readily accessible from the new Jetport Crossroad. Services have already been stubbed to this property by the Jetport in anticipation of site development on this parcel. The parcel itself is rectangular in shape with varying topography and includes wetland segments on site. The city limits of Portland/South Portland bisect this parcel including a portion of the building and parking areas. The building has been sited for proximity to the Jetport terminal and for best utilization of the parcel. It is anticipated that the hotel will provide service to the transient business traveler utilizing the airport.

As depicted on the site plan, a detailed stormwater management plan will be implemented to include a stormwater detention/treatment pond located on the westerly side of the building. In addition, site construction will impact approximately 10,000 square feet of wetland requiring that the applicant obtain a Tier 1 permit through the Maine Department of Environmental Protection. A copy of this permit package was previously forwarded to your office.

In addition, the applicant has contracted with Eaton Traffic Engineers to conduct a traffic study of the project which is currently in progress. The applicant is also in the process of developing a specific lighting plan to include shoebox-type light fixtures in the parking lot area and a prototypical lighting plan at the building. Typically, a lighting plan is established which minimizes lighting but provides for safe levels for the patrons of the hotel. In addition, the hotel will utilize ambient lighting within the building, especially in the pavilion area. Details of the light fixtures which are expected to be utilized on site are included in the application package. An integral part of the overall development is an aggressive landscape plan as depicted on the enclosed plans.

We have included the following information for planning staff and Planning Board consideration:

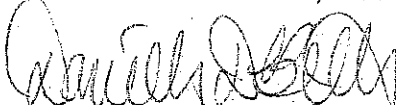
1. Site Plan application form and exhibits
2. Special Exception application form
3. Pretreatment Program Industrial Waste Discharge Questionnaire
4. Site Grading, Drainage and Utility Plans
5. Landscape Plan
6. Color copies of building elevations
7. Light fixture details

The application fee for the site plan review was presented to you during our meeting on September 28, 1999.

On behalf of the Widewaters New Castle Portland Company, LLC, we look forward to meeting with the Planning Board at the upcoming November 9, 1999 workshop meeting. Kevin Kane of the Widewaters Group will be present at the meeting to answer any questions the Planning Board or staff may have.

Sincerely,

SEBAGO TECHNICS, INC.



Danielle D. Betts, P.E.
Sr. Project Engineer

DDB:jc

Enc.

cc: Kevin Kane, The Widewaters Group

October 13, 1999

Mr. James Gailey
City of South Portland
P.O. Box 9422
South Portland, ME 04106

Re: Site Plan Approval Application
Jetport Hilton Garden Inn
South Portland, ME

Dear Mr. Gailey;

The Widewaters Group, as agents for the Widewaters NewCastle Portland Company, LLC, has authorized Sebago Technics, of Westbrook, Maine, to act as agents on our behalf to the City of South Portland.

This authorization is solely for the purposes of filing the necessary site plan approval and associated applications for our proposed Hilton Garden Inn located at the intersection of the New Main Access Road and the new Cross Road at the Portland International Jetport.

If you have any questions or need additional confirmation, please contact the undersigned at 315 445-2424. Thank you for your assistance.

Sincerely,



Joseph R. Scuderi
Manager
Widewaters NewCastle Portland Company, LLC

Cc: Owens McCullough - Sebago Technics
Kevin Kane



Exhibit Checklist

Site Plan Application

EXHIBIT CHECKLIST

Please mark each exhibit in the application with tabbed page dividers as follows.

<u> x </u>	EXHIBIT 1	Vicinity Map
<u> x </u>	EXHIBIT 2	Construction Schedule
<u> x </u>	EXHIBIT 3	Corporate or Partnership Status
<u> x </u>	EXHIBIT 4	Right, Title, or Interest
<u> x </u>	EXHIBIT 5	Existing Deed
<u> x </u>	EXHIBIT 6	Easements
<u> n/a </u>	EXHIBIT 7	Condominium, Homeowners, or Property Owners Association
<u> x </u>	EXHIBIT 8	Financial Capability
<u> x </u>	EXHIBIT 9	Personnel Description
<u> x </u>	EXHIBIT 10	Solid Waste
<u> x </u>	EXHIBIT 11	Adequacy and Availability of Public Utilities
<u> x </u>	EXHIBIT 12	Water Supply
<u> x </u>	EXHIBIT 13	Traffic
<u> x </u>	EXHIBIT 14	Surface Drainage and Runoff
<u> x </u>	EXHIBIT 15	Stormwater Management
<u> x </u>	EXHIBIT 16	Erosion and Sedimentation Control
<u> x </u>	EXHIBIT 17	Soils Report
<u> x </u>	EXHIBIT 18	G.I.S. Coordinates
<u> x </u>	EXHIBIT 19	Approvals from Other Agencies
<u> x </u>	EXHIBIT 20	Request for Amounts of Performance Guarantees
<u> x </u>	EXHIBIT 21	Compliance with Standards
<u> n/a </u>	EXHIBIT 22	Offers of Public Facilities to City
<u> x </u>	EXHIBIT 23	Maintenance of Private Utilities, Facilities, Open Space
<u> x </u>	EXHIBIT 24	Property Owners within 500 Feet
<u> n/a </u>	EXHIBIT 25	Waiver Requests
<u> x </u>	EXHIBIT 26	Nuisances
<u> x </u>	EXHIBIT 27	Construction Site Circulation Plan

Site Plan Application Form

For Planning Dept. Use
received _____
complete _____
fee paid _____

CITY OF SOUTH PORTLAND, MAINE
SITE PLAN APPLICATION FORM
(Ord. Sec. 27-141 et. seq.)

Name of Applicant Widewaters New Castle Portland Company LLC

Mailing Address 5786 Widewaters Parkway P O Box 3

Dewitt NY 13214-0003

Phone (315) 445-8543 FAX (315) 445-8570

Name of Project Hilton Garden Inn

Street Address Jetport Crossroad, 500'± west of Jetport Access Rd

Proposed Use Hotel

Amendment to a previously approved site plan? Yes (No)

Special Exception? (Yes) No

The City will correspond with only one contact person/agent for this project.
Please provide the requested information regarding the contact person/agent.

Contact person/agent Danielle D. Betts c/o Sebago Technics, Inc.

Mailing Address P O Box 1339 Westbrook ME 04098-1339

Phone (207) 856-0277 FAX (207) 856-2206

I certify that all of the information provided in this application form and
accompanying materials is true and accurate.

Danielle D. Betts

Signature of Applicant (If signed by applicant's agent, provide written
documentation of authority to act on behalf of applicant.)

Danielle D. Betts, P.E. (Agent)

Print or type name and title of signer

Site Plan Application

1. PROJECT DESCRIPTION

A. Describe the overall project objectives and proposed uses of property, including quantity and type of residential units (if any)

To construct an 88-room 3-story Hilton Garden Inn Hotel on an 8.21 acre parcel. The property is split by the Portland/South Portland City line. The building footprint is 17,000s.f. and the project includes associated parking for 87 vehicles, access drives, and landscaped areas.

B. Project details

1. Name and approval date of subdivision site is in

N/A

Lot numbers (if applicable) N/A

2. Tax Map number(s) 46

Lot number(s) 3D

3. Existing zone of the site CG

Resource Protection District ___ Yes ___X No

Shoreland Area ___ Yes ___X No

4. a. Total land area of site (all contiguous land in same ownership) in square feet 357,628s.f. (8.21 ac)

b. Total floor area of each proposed building in square feet 46,000s.f.

c. Footprint of each proposed building in square feet 17,000s.f.

d. Height of proposed building(s) 51 feet 3 stories

e. Total number of proposed parking spaces 87

f. Number of proposed handicap parking spaces 2

C. Existing conditions

1. Existing land use undeveloped commercial lot

2. Total floor area of each existing building in square feet N/A

3. Footprint of each existing building in square feet N/A

D. Attach as EXHIBIT #1 the appropriate U.S.G.S. topographic map or other map of similar detail such as the Maine Atlas and Gazetteer map (clean photocopies are acceptable). Indicate the location of your project on the map. (10 copies)

E. Construction sequence

1. Estimated time of start of project November 20, 1999
Estimated time of completion of project April 30, 2000
2. Is this to be a phased project? Yes _____ No x
3. Attach as EXHIBIT #2 a construction schedule outlining the anticipated sequence of construction (beginning and completion) for the major aspects of the proposed project, including roads, erosion control and drainage measures, structures, sewer and water lines, other utilities, paving, landscaping. (2 copies)

2. RIGHT, TITLE, OR INTEREST

A. Name and mailing address of record owner of the site

Brooklawn Memorial Park c/o Healthcare Management Inc
214 North Main Str Ste 103 Natick MA 01760
Phone (207) 773-7679 FAX _____

- B. Attach as EXHIBIT #3 evidence of corporate or partnership status, if applicant is not an individual. (2 copies)
- C. Attach as EXHIBIT #4 evidence of applicant's right, title, or interest in the site. A complete copy of the document must be provided; financial information may be deleted. (2 copies)
- D. Attach as EXHIBIT #5 a copy of the current owner's existing deed for the site. (2 copies)
- E. Attach as EXHIBIT #6 summary lists of all existing and all proposed easements or other burdens for this property. Reference each easement to the plan or drawing on which it is shown. (2 copies)
Attach copies of all relevant documents relating to existing and proposed easements and burdens placed on the property, including metes and bounds descriptions or other specific mechanisms to describe proposed easements. (cont. pg. 9)

Each copy should be numbered to correspond to the lists. Information about existing easements and burdens may be referenced in Exhibit #5. (2 copies)

- E. If a condominium, homeowners, or property owners association will be established, attach as EXHIBIT #7 the articles of incorporation, the Declaration of Covenants and Responsibilities, and the proposed by-laws of the organization. (2 copies)

3. FINANCIAL CAPACITY

- A. Estimated cost of the project (including land purchase and development costs) \$3,700,000

- B. Attach as EXHIBIT #8 evidence of your financial capacity to complete the proposed development. Submit one or more of the following (please check as appropriate): (2 copies)

- 1. A written statement from the applicant's bank or a certified public accountant who recently has audited the applicant's finances stating that the applicant has cash reserves in the amount of the estimated cost of the project and can devote those reserves to the project.
- 2. When the applicant will personally finance the development, provide copies of bank statements or other evidence which will indicate availability of funds and evidence that the applicant can devote these funds to the project.
- 3. The most recent corporate annual report indicating availability of sufficient funds to finance the development, together with a statement from the applicant that the funds are available and will be used for the proposed project.
- 4. Copies of contracts which will provide the source of funding for the operation and maintenance of the development when completed.
- 5. A letter from a financial institution, governmental agency, or other funding agency which indicates a timely commitment to provide a specified amount of funds and the uses for which the funds may be utilized.

- X 6. In cases where outside funding is required, but there can be no commitment of money until regulatory approvals are received, a formal letter of "intent to fund upon approval" from the appropriate funding institution indicating the amount of funds it is prepared to provide and their specified uses and the conditions on which funds will be made available.

4. TECHNICAL CAPABILITY

- A. List all projects undertaken by the applicant within the last five years, beginning with the most recent project:

Please refer to the list of projects included within exhibit 9

- B. Have done no prior projects _____
- C. Attach as EXHIBIT #9 a list of all consultants retained for this proposed project, such as engineers, landscape architects, architects, environmental consultants; and those firms or personnel who will be responsible for constructing, operating and maintaining the project. (2 copies)

5. SOLID WASTE

Attach as EXHIBIT #10 an explanation of the proposed method of collection, removal, and disposal for anticipated solid waste from this project. (2 copies)

6. PUBLIC UTILITIES

- A. Attach as EXHIBIT #11 a written evaluation and demonstration of the adequacy and availability of all public services necessary to serve the proposed project, which shall include power supply, telephone, gas, cable TV, and alarms. (1 copy)
- B. Attach as EXHIBIT #12 written approval from the Portland Water District of the water supply system proposed for the development. (1 copy)

7. TRAFFIC

- A. Attach as EXHIBIT #13 a written evaluation and demonstration of the adequacy and availability of adjacent streets to serve the proposed project. For traffic study requirements, see Planning Board Regulation #7. (3 copies)

8. SANITARY SEWERS AND STORM DRAINS

- A. Estimated sewage gallons per day for the completed project
9,500gpd
- B. Will this project generate industrial or non-sanitary waste that will enter the public sewer or drains? No X Yes ___
If yes, please describe proposed types and amounts: _____

- C. Complete Appendix A of the application for review by the Department of Pollution Abatement.

9. SURFACE DRAINAGE AND RUNOFF, STORMWATER MANAGEMENT

- A. Attach as EXHIBIT #14 a description of any problems of drainage or topography, or a representation that, in the opinion of the applicant, there are none. (2 copies)
- B. Attach as EXHIBIT #15 a complete stormwater management plan, including drainage calculations, a drainage plan, and an assessment of any pollutants in the stormwater runoff, that meets the requirements of Ordinance Sections 24-43 and 27-146(b). (2 copies)

10. EROSION AND SEDIMENTATION CONTROL

- A. Attach as EXHIBIT #16 a written description of erosion and sedimentation control measures to be used during and after construction of the proposed project. Include the signed cover sheet indicating receipt of the Planning Board's Erosion Control Information. (2 copies)

- B. Show on a plan the proposed location, type, and detail of erosion control devices, unless this information is included on the site plan.

11. SOILS

- A. Attach as EXHIBIT #17 a soils report, including description of soils and interpretation of engineering properties. (2 copies)
- B. Show on a plan the existing soil conditions on the site, unless this information is included on the site plan.

12. GEOGRAPHICAL INFORMATION SYSTEM COORDINATES

- A. Submit as EXHIBIT #18 a diskette in either AutoCad r14 or DXF format, that lists the coordinate pairs for at least three perimeter boundary points. All site plan reviewed by the City Planning Board and City staff subsequent to March 10, 1998 shall be tied to the State Plane Coordinate System NAD 83, Maine West Zone, with units in US survey feet.

13. SITE PLAN ORDINANCE REQUIREMENTS / OTHER

- A. Attach as EXHIBIT #19 a list of approvals needed from other agencies and copies of all necessary reviews, licenses, permits, variances, and approvals from other agencies (see Planning Board Regulation #1 (2)). (2 copies of each)
- B. Attach as EXHIBIT #20 a copy of your letter to the City Manager requesting amount(s) of required performance guarantee(s). (1 copy)
- C. Attach as EXHIBIT #21 a written statement that explains how the project complies with the site plan standards and with specific performance standards required in the zoning district, Resource Protection District, and Shoreland Area, if applicable. (1 copy)
- D. Attach as EXHIBIT #22 a summary list and a written offer of cession to the City of all proposed streets, utilities and open space proposed for dedication. (3 copies)

- E. Attach as EXHIBIT #23 a written explanation of the proposed maintenance responsibilities for all utilities, facilities, and open space not to be dedicated to the City. (3 copies)
- F. Attach as EXHIBIT #24 a list of names, mailing addresses, and City tax map and lot numbers of all current owners of property within 500 feet of the site. (1 copy)
- G. Attach as EXHIBIT #25 all requests for waivers including an explanation of the undue hardship or special design requirements which are the basis for the requests. (2 copies)
- H. Attach as EXHIBIT #26 a written explanation of all potential nuisances associated with this project and how they will be mitigated, or a representation that, in the opinion of the applicant, there are none. (2 copies)
- I. Attach as EXHIBIT #27 a plan for parking, vehicle and pedestrian circulation, and traffic control during construction. The plan will consist of a written explanation and drawings, as appropriate, and will include such items as parking for construction workers, parking for displaced employees or customers, and provisions for deliveries.

14. SITE PLAN DRAWINGS, MAPS

- A. Site plan drawings (10 copies)
 - a. paper no larger than 24" x 36"
 - b. bound and folded no larger than 14" x 10", with project name shown on front face of folded plan
 - c. number and date drawings, with space for revision dates
 - d. scale of the drawings shall be between 1"=20' and 1"=40'
 - e. show the entire parcel in single ownership, plus off-site easements
- B. Title block shall include:
 - a. identification of plan as "Site Plan"; "Amended" if applicable
 - b. name and address (including city) of project
 - c. name(es) and address(es) of site owner and of applicant
 - d. name and address of plan designer(s)

- C. Location map (scale not over 1"=400') shall include:
 - a. abutting property within one thousand feet of project boundaries
 - b. outline of proposed project
 - c. zoning district(s) of abutting properties
 - d. parks and other public spaces
 - e. street system in proposed site, if applicable
- D. North arrow and scale
- E. General plan notes shall include:
 - a. zoning district and list of applicable space and bulk regulations comparing the required and proposed
 - b. proposed number of units
 - c. required and proposed number of regular and handicap parking spaces
 - d. total square footage of existing and proposed buildings
 - e. square footage of proposed building footprint
 - f. all requested waivers
 - g. calculation of percentage of landscaping within parking lot(s)
 - h. indication if proposed structure is to be sprinklered
 - i. total overall cubic footage of proposed structure
 - j. total square footage for each use, if applicable
 - k. conditions of landscaping restoration plan, if applicable
- F. Name, location, width, status of existing and proposed streets.
- G. A Boundary Survey, Category 1, Condition 2, showing site boundaries
- H. Setbacks as required by zoning ordinance; zone line if site is transected by a zone line or if zone line is within 50 feet of the boundaries of the site
- I. Existing and proposed contours at 2' intervals. Show 1' contours and/or spot elevations if sufficient detail cannot be shown with 2' contours.

- J. Buildings, structures, and signs
 - a. location, dimensions, shape, facade elevations, entrances, materials, colors of exterior of proposed buildings and structures
 - b. description of all finish surface materials
 - c. location, dimensions, shape of existing buildings
 - d. building's setbacks from property line, if different from required yard setbacks
 - K. Names of abutting property owners and locations of buildings on abutting properties
 - L. Locations and dimensions of parking areas, loading and unloading facilities, driveways, fire lanes, access points. Give parking space dimensions (standard 9' x 18' and all others proposed)
 - M. Location of all existing and proposed easements and rights-of-way, including identification of who has or will receive the easement.
 - N. Location, dimensions, materials of existing and proposed pedestrian access ways.
 - O. Location and size of existing and proposed utilities, both on-site and in adjoining public ways. Location of nearest existing hydrant. Include installation details for proposed utilities.
- For a site plan involving more than 15,000 square feet of impervious surface, paving, clearing, filling, or alteration of vegetative cover, the storm drainage design must meet the requirements of Ordinance Section 24-43.
- P. Construction drawings showing plans, profiles, cross-sections, and details of appurtenances for sanitary sewer and storm drainage systems. These must meet the standards of Ordinance Section 24-43.
 - Q. Location, height, wattage, bulb type of exterior and building-mounted lighting. Include detail and underground wiring for site lights.
 - R. Location and description of existing natural features, such as wetlands, water courses, marshes, rock outcroppings, stands of trees. Natural features to be preserved must be identified on plan.

- S. Existing and proposed landscaping, fencing, screening. Include fence dimensions, location, material, and a table showing number of plants of each species, common and botanical names. Include planting and preservation details, if applicable. Indicate proposed snow storage area, if applicable.
- T. Grades, street profiles, typical cross-section, and specifications of proposed streets and sidewalks. These must meet the standards of Ordinance Section 24-42.
- U. A description of any right-of-way, street, sidewalk, open space, or other area the applicant proposes to designate as public.
- V. Name, registration number, seal, and signature of engineer or land surveyor who prepared the plan.

Seal of registered professional engineer is required IF

- a. plan proposes construction of building(s) which occupy ground area more than 8,000 square feet, or if
- b. total project site disturbance exceeds 15,000 square feet.

- W. First floor finished floor elevation(s) for all proposed buildings.
- X. Granite monumentation at outside corners.
- Y. If project is within the RP district, extent of floodway and floodway fringe.
- Z. If project is within Shoreland Area, show required setbacks.

Special Exception Application Form

SPECIAL EXCEPTION APPLICATION FORM

SOUTH PORTLAND, MAINE

1. Date Received: _____
2. \$100 Fee Paid: _____
3. Ten (10) Copies of Plans (required if new construction is proposed): _____

TO THE SOUTH PORTLAND PLANNING BOARD:

The undersigned submits the accompanying Special Exception request for the property located in the City of South Portland for approval under the requirements for Special Exception Review contained in Chapter 27 of the Zoning Ordinance of the City of South Portland.

4. STREET NAME AND NUMBER(S) OF PROPERTY: Unknown at this time
(located on Jetport Crossroad, 500' ± from intersection with Jetport Access Rd)
5. NAME OF RECORD OWNER OF PROPERTY: Brooklawn Memorial Park
ADDRESS: 214 Main Str Ste.103 Natick MA 01760
TELEPHONE #: _____ FAX #: _____
6. NAME OF APPLICANT (if different from Owner): Widewaters New Castle Portland Co, LLC
ADDRESS: 5786 Widewaters Parkway, P O B0x 3 Dewit NY 13214-0003
TELEPHONE #: (314) 445-8543 FAX #: (315) 445-8570
7. PERSON TO CONTACT IF THERE ARE PROBLEMS WITH APPLICATION: _____
Nanelle D. Betts, Sebago Technics, Inc.
ADDRESS: P O Box 1339 Westbrook ME 04098-1339
TELEPHONE #: (207) 856-0277 FAX #: (207) 856-2206
8. MAP AND LOT NUMBER ON FILE IN THE ASSESSOR'S OFFICE:
MAP NUMBER: 46 LOT NUMBER: 3D
9. ZONING DISTRICT: CG
10. PROPOSED USE OF PROPERTY REQUIRING SPECIAL EXCEPTION APPROVAL (please be specific): The proposed project includes an 88-room 3-story Hilton Garden Inn hotel on a 8.21 acre parcel. The property is split by the Portland/So. Portland city line. The building footprint is 17,000 s.f. and the project includes associated parking for 87 vehicles, access drives, landscaped areas utilities and stormwater management facility. The proposed hotel use in a CG district requires the special exception approval.

11. IS THIS APPLICATION AN AMENDMENT TO A PREVIOUSLY APPROVED SPECIAL EXCEPTION? YES: _____ NO: X

IF YES, PLEASE PROVIDE A COMPLETE ITEMIZED LIST OF THE PROPOSED CHANGES TO THE SPECIAL EXCEPTION (use separate sheet if necessary): _____

12. Danielle D. Betts
SIGNATURE OF APPLICANT (If signed by applicant's agent, documentation that the agent has legal authority to act on behalf of the applicant is required)

13. NAME OF APPLICANT OR APPLICANT'S AGENT AS INDICATED IN ITEM 12 (Please type): Danielle D. Betts, Sebago Technics, Inc. (Agent)

IMPORTANT: PLEASE READ AND CAREFULLY FOLLOW THE ATTACHED INSTRUCTIONS TO ENSURE SPEEDY PROCESSING OF YOUR APPLICATION. FAILURE TO FOLLOW THESE INSTRUCTIONS WILL DELAY PROCESSING AND FINAL APPROVAL OF YOUR APPLICATION.

THE APPLICANT OR A DULY AUTHORIZED REPRESENTATIVE MUST ATTEND THE PLANNING BOARD MEETING TO DISCUSS THE APPLICATION.

I CERTIFY THAT I HAVE READ THE ABOVE STATEMENT INDICATING THE IMPORTANCE OF FOLLOWING THE ATTACHED INSTRUCTIONS FOR APPLICATION TO THE PLANNING BOARD.

IN ADDITION, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION FORM AND ACCOMPANYING MATERIALS IS TRUE AND ACCURATE.

14. SIGNATURE: Danielle D. Betts

INSTRUCTIONS

Be sure to submit your application well in advance of the date on which you plan to start the project.

In general, the City of South Portland does not require that the application or plan be prepared by professionals, except where specifically required by City Ordinance. Although professional advice and assistance may not be required, past experience indicates it is helpful in expediting your request. Remember, incomplete applications will delay processing and approval of your application. If you are new to South Portland's process of special exception review, we advise you to set up an appointment with the Site Planner in the Planning Department prior to submission of your application.

Please note that there is space next to the numbers on the attached checklist for the applicant to check off each required item submitted with this application form. Please be thorough.

A public hearing will be held before the Planning Board on this application.

Chapter 27 of the Code of Ordinances details the regulations governing submission of material required for approval of a special exception. An application is considered complete when all of the following have been submitted to the Planning Department: a) the items required under Chapter 27, b) the items required in the attached checklist, and c) in some cases additional items specifically requested by the Planning Board or the City Staff. In order to be placed on the Planning Board agenda, a complete application must be received at the Planning Department by 4:30 p.m., thirty (30) days prior to a regularly scheduled Planning Board meeting. Please see Planning Board Regulation #1 for clarification. The Planning Board meets the second Tuesday of each month. From time to time the Planning Board will schedule special meetings. Planning Board Regulation #1 indicates that any project with revisions presented to the Planning Department less than one week prior to the Planning Board meeting will be tabled automatically until the next regularly scheduled Planning Board meeting. Regulation #1 also states that if by 12:00 noon of the Monday prior to the regularly scheduled meeting the applicant has not supplied all materials required by the ordinances, the item will be tabled at the Planning Board meeting without discussion and rescheduled to the Planning Board's next regularly scheduled meeting. The applicant, or a duly authorized representative, must attend the Planning Board meeting to discuss the application.

Items required for special exception review are more fully described in Article VI of Chapter 27 of the City Code which is available in the City Clerk's Office. Copies of the Planning Board Regulations are available from the Planning Secretary. Please direct any questions to the Planning Department.

SPECIAL EXCEPTION CHECKLIST

APPLICANT
CHECK WHEN
SUBMITTED

PLANNING DEPARTMENT
CHECK WHEN
SUBMITTED/SATISFACTORY

- 15. X Documentation of title, right, or interest in the property (e.g., deed, option, purchase and sales contract, contract for sale, lease, etc.) _____/_____
- 16. X If outdoor sales or displays are proposed, ten (10) copies of plan(s) of the property reproduced on durable sheet no larger than 24" x 36", and indicating:
 - a. X Identification of plan as a "Special Exception" _____/_____
 - b. X Name of project, if appropriate _____/_____
 - c. X Street name and number of property (Please note that the street name and number must be the same as that listed as item 4 on page 1 of this application) _____/_____
 - d. X Date _____/_____
 - e. X Scale _____/_____
 - f. X Name and address of record owner of property (Please note that the name and address of record owner must be identical to that listed as item 5 on page 1 of this application) _____/_____
 - g. X Name and address of applicant (Please note that the name and address of applicant must be identical to that listed as item 6 on page 1 of this application) _____/_____
 - h. X Building(s) _____/_____
 - i. X Location and size of parking area(s) _____/_____
 - j. X Location and size of display area(s) _____/_____
 - k. X Location and size of driveways _____/_____
 - l. X Location of sidewalks _____/_____
 - m. X All plans must be bound and folded no larger than 14" x 10" with name of project shown on front face of folded plan _____/_____
 - n. _____ Any revision(s) to the originally submitted plan(s) must include the date and full description of the revision(s) _____/_____
 - o. _____ If a full packet of plans is not presented with each revision, it is the responsibility of the applicant to replace the originally submitted sheets with the newly revised pages and rebind the packet of plans. One copy of each replaced sheet must be left for the Planning Department records. This is a necessary requirement for project completion. _____/_____

DECISION FORM

DATE: _____

The South Portland Planning Board issues the following decision:

FACTS: 1. The proposed special exception of

conforms/does not conform with the City's comprehensive plan and the standards contained in Section 27-47(a) and through (i) of the Code of Ordinances of the City of South Portland and the applicable State statutes.

DECISION: Approved

Approved with the attached conditions

Denied

REASONING:

Pretreatment Program Industrial Waste Discharge Questionnaire



CITY OF SOUTH PORTLAND

P.O. Box 9422
25 Cottage Road
South Portland, Maine
04116-9422

POLLUTION ABATEMENT DEPARTMENT
111 Waterman Drive

PATRICK CLOUTIER
Director

PRETREATMENT PROGRAM

INDUSTRIAL WASTE DISCHARGE QUESTIONNAIRE

1. Legal Name of Business or Industrial Concern:

Widewaters New Castle Portland Company, LLC

2. Facility Contact:

(Person who is thoroughly familiar with operation of the facility, with the facts reported in this questionnaire, and who can be contacted, if necessary.)

Name: Kevin Kane

Title: Development Manager

Business Telephone: (315) 445-8543

3. Facility Mailing Address:

Street or P.O. Box: P O Box 3

City, State, Zip Code: Dewitt NY 13214-0003

4. Facility Location:

Street, or other identifier: Jetport crossroad,

500'± west of Jetport access Road

5. Nature of Business:

If the Industrial User employs or will be employing processes in any of the business activities or services listed below, please place a check beside those activities or services that apply.

Business Activities or Services:

- Auto-Truck Dealers
 - Auto-Truck Repair & Service Stations
 - Auto-Truck Body Repair & Painting
 - Auto-Truck Washing Facilities
 - Bakery Products
 - Carpet, Rug & Upholstery Cleaning
 - Construction Site
 - Computer Maintenance & Repair
 - Restaurants - Bars
 - Educational Services, Schools, Technical Institutions
 - Food Stores
 - Funeral Services
 - Health Services, Medical & Dental Clinics- Laboratories
 - Industrial & Commercial Machinery
 - Laundry & Cleaning - Garment Services
 - Metal Fabrication Shops
 - Miscellaneous Food Preparers
 - Miscellaneous Manufacturing
 - Miscellaneous Repair Services
 - Motor Freight Transportation & Warehousing
 - Photographic & other Film Processing
 - Transportation & Loading Equipment
 - Veterinary Services
 - Wholesale Trade- Durable & Non durable Goods
 - Other, Please Describe:
-
-

Facility Operations:

days/week	<u>7</u>
shifts/day	<u>3</u>
hours/shift	<u>8</u>

Total Number of Employees:

full-time	<u>29</u>
part-time	<u>17</u>

6. Does your facility discharge wastes to the City sewer other than sanitary or domestic in nature?

Yes ()

No (x)

If yes, please explain, in detail, your facility in terms of the principle products or services that you provide, as well as any discharge to the sewer system.

Estimated gallons per day of nondomestic waste entering the City's collection system 0

7. Questionnaire completed by:

Name: Danielle D. Betts, P.E.

Title: Sr. Project Engineer, Sebago Technics, Inc

Telephone: (207)856-0277

Date: 10/12/99

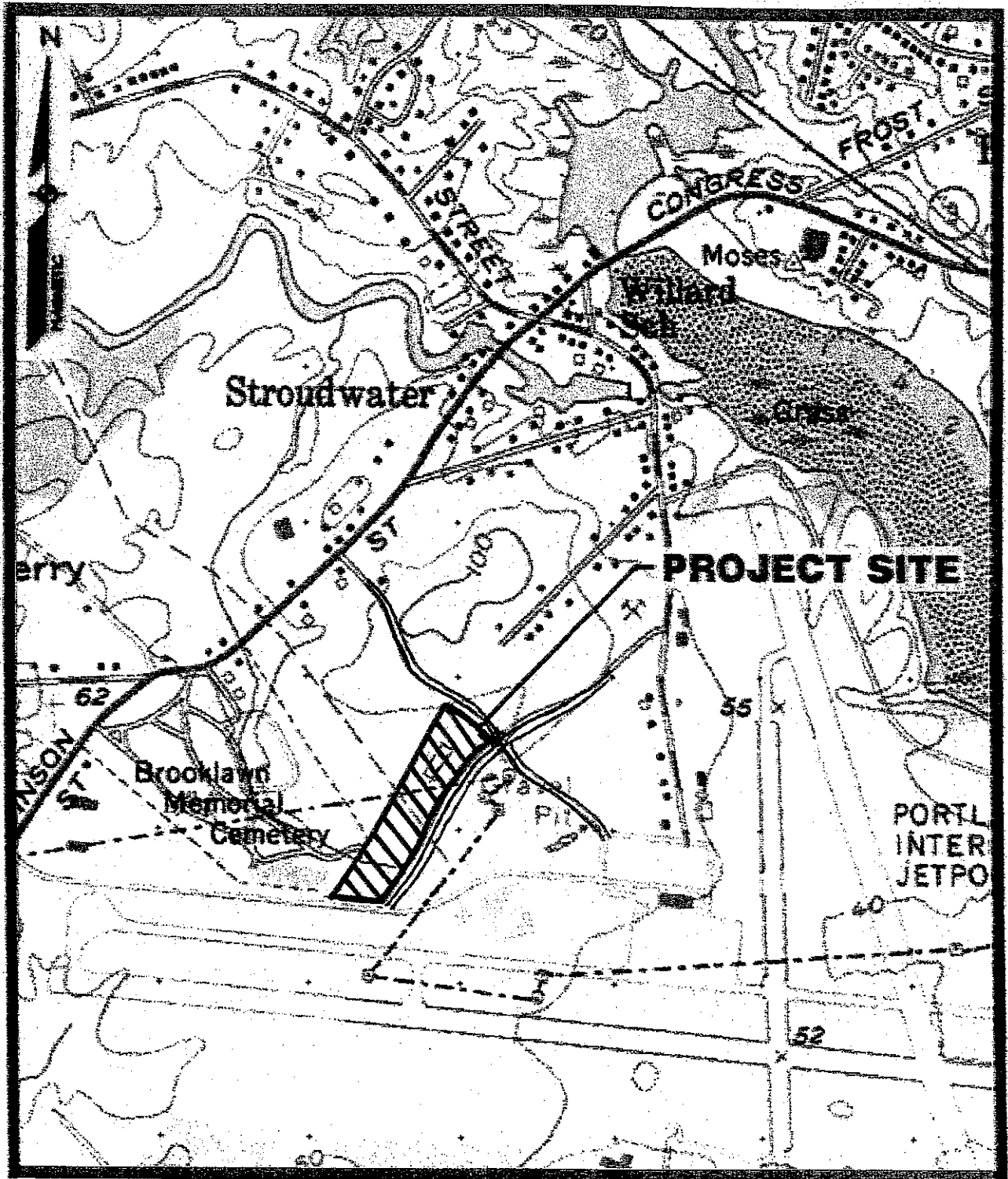
Please return completed questionnaire to:

City of South Portland
Pollution Abatement Department
Attn: Compliance Administrator
P.O. Box 9422
South Portland, ME 04116-9422

Exhibits

Exhibit 1

Vicinity Map



SITE LOCATION MAP
U.S.G.S. 7.5 MIN.
SOUTH PORTLAND QUADRANGLE
1" = 1000'

Exhibit 2

Construction Schedule

Construction Schedule

Site improvements will most likely begin in the Fall of 1999. Based upon a late November construction start, the following schedule has been prepared:

Schedule

Completion Dates

1.	Estimated construction time: 6 months	November 20, 1999 – April 30, 2000
2.	Erosion control measures placed.	November 23, 1999
3.	Site clearing, grubbing, excavation and filling (roadway construction).	November 25, 1999 – December 1999
4.	Drainage and utility improvements.	December 10, 1999 – January 31, 2000
5.	Start final/temporary seedings on prepared areas.	April 15, 2000
6.	Biweekly monitoring of vegetative growth.	April 15, 2000 – September 15, 2000
7.	Re-seeding of areas, if needed.	April 25, 2000 – September 15, 2000
8.	Removal of erosion control devices.	June 1000 – September 2000
9.	Mulch spread for winter erosion control.	October 15, 1999 – April 1, 2000
10.	Detention pond construction.	November 1999 – December 1999

* Dates are subject to change at the discretion of the engineer, depending on construction progress.

Exhibit 3

Corporate or Partnership Status

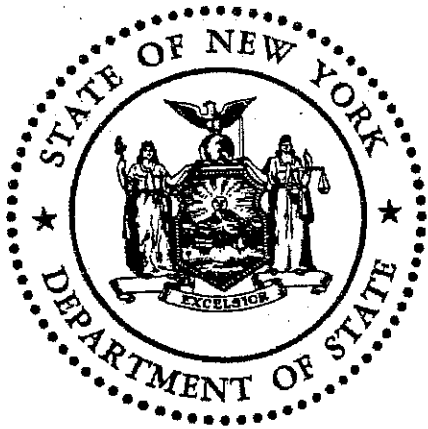
State of New York } ss:
Department of State

I hereby certify, that WIDEWATERS NEW CASTLE PORTLAND COMPANY, LLC a NEW YORK limited liability company filed a Certificate of Articles of Organization pursuant to section 203 of the Limited Liability Company Law on 06/19/1998, and that the limited liability company is subsisting so far as shown by the records of the Department.

A Certificate of Affidavit of Publication of WIDEWATERS NEW CASTLE PORTLAND COMPANY, LLC was filed on 09/22/1998.

A Certificate of Affidavit of Publication of WIDEWATERS NEW CASTLE PORTLAND COMPANY, LLC was filed on 09/22/1998.

The limited liability company has filed proofs of publication under section 206 of the Limited Liability Company Law.



Witness my hand and the official seal of the Department of State at the City of Albany, this 05th day of October one thousand nine hundred and ninety-nine.

A handwritten signature in cursive script, appearing to read "J. Leube".

Special Deputy Secretary of State

Exhibit 4

Right, Title or Interest

98386

2002 Congress Street, Portland, Maine

FIRST AMERICAN TITLE INSURANCE COMPANY
APPROVED ATTORNEY'S CERTIFICATE OF TITLE

APPLICATION OF

TITLE #CC-2614

Owner: Brooklawn Memorial Park,

\$

Lessee

\$

Mortgagee: Fleet Bank of Maine,
its successors and/or assigns, as their
interests may appear.

\$210,000.00

Check if: Residential Construction Commercial ✓

CERTIFICATE OF TITLE

The undersigned certifies to First American Title Insurance Company that I (we) have examined all public records affecting title to the premises described in Schedule A attached hereto from date of acceptable resting instrument(s) under Title Standard 201 of the Maine State Bar Association's Standards of Title to the date hereof and am (are) of the opinion that as of the date and time of this Certificate marketable and insurable fee simple title is vested in (Including source of Title)

Brooklawn Memorial Park by virtue of a warranty deed from Josephine Skillin dated October 28, 1957 and recorded in the Cumberland County Registry of Deeds in Book 2380, Page 222.

and that I (we) know of no dispute as to the validity of said title, nor has any question been raised or claim asserted with respect thereto,

SUBJECT only to the matters set forth in Schedule B herein.

SCHEDULE A (Append clear copy of description of premises exactly as it will appear in instrument to be insured.)

SCHEDULE B (If no encumbrances or objections to title state "None"):

1. Taxes and Assessments (Indicate date of assessment and date or dates when due and payable. Tax Liens and other liens of record must be detailed in #7 of this certificate.) Map 211, Block A, Lot 1
2. Easements, Leases, Restrictions, Conditions and Agreements (attach copies or complete abstracts of all items.) See #7
3. Do the described premises, or any part thereof, abut, join, run to, by or along the shore, shore line, beach, or bank, edge or margin, or touch any river, lake, creek, stream or other waterway or course?
Yes No ✓ If yes, which of the following are involved:

Great Ponds Act
Federal Navigational Servitude/Army Corps
Colonial Ordinance and Title 12 Section 571
State Bureau of Public Lands especially Title 12, Section 558A & 559x
Riparian Rights
Any other public or private rights (attach explanation).

4. Does subject property abut upon a Public way? Yes No If No, what means of egress and ingress exist? Has title to servient tenement been examined? Yes No If no, does access easement appear for entire search period of dominant tenement? Yes No

5. Mortgages (give names of parties, face amounts, open end amounts, date and recording date). Attach Mortgage description if different from Schedule A of this Certificate.

None of record.

6. Standard Exceptions (The following exceptions may be omitted only in accordance with the parenthetical instructions and Company approval.)

- (a) Rights of claims of parties in possession not shown by the public records (owner's affidavit)
- (b) Easements, or claims of easements, not shown by the public records. (survey for owner's policy or mortgagee plot plan for loan policy only)
- (c) Encroachments, overlaps, boundary lines disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises. (survey for owner's policy or mortgagee plot plan for loan policy only)
- (d) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. (owner's affidavit)

7. Any other: (include attachments, liens, bankruptcies and any other encumbrance, defect or objection to title)

- a. Real estate taxes assessed as of April 1, 1998, which are not yet due and payable, and for subsequent years.
- b. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.
- c. Grading rights taken by the Department of Transportation by Notice of Layout and Taking dated June 13, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4243, page 152.

TITLE IS CERTIFIED down to the 13th day of July, 1998 at 4:30 o'clock p.m.

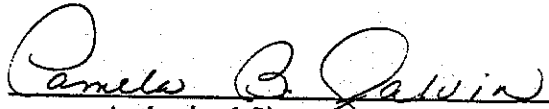
_____ by _____
(Name of Approved Attorney or Firm) (Signature of Attorney)

BINDER FOR INSURANCE TO PROPOSED INSURED HEREINBEFORE NAMED

FIRST AMERICAN TITLE INSURANCE COMPANY insures you, subject to the matters shown in Preliminary Certificate, against loss or damage in the amounts set forth which you may sustain by the failure of said Preliminary Certificate to reflect correctly the record title to the property described as of the above date and hour; such insurance to be null and void unless its title policy is issued within nine (9) months from date and the premium thereon paid. Upon the issuance of said policy, this Certificate and Binder shall be of no further force and effect and no liability for loss or damage will be assumed by the Company other than that arising under said policy. Such policy will be issued on and contain the conditions and stipulations of The American Land Title Association, Loan Policy 1992 (amended 10-17-92); or Owner Policy 1992 (amended 10-17-92) policy of title insurance.

Executed this 13th day of **FIRST AMERICAN TITLE INSURANCE COMPANY**
July, 1998

Represented by:


Authorized Signature

SCHEDULE A

Legal Description - 2002 Congress Street, Portland, Maine

A certain lot or parcel of land, with all buildings and improvements located on it, located on the south side of Congress Street in the City of Portland, Cumberland County, Maine, further described as follows:

Beginning on the south side of Congress Street at the northwest corner of land now or formerly of Haskell and formerly of Johnson, and the northeast corner of land formerly of Josephine Skillin;

Thence south, along the former Haskell parcel, about 250 feet to the southeast corner of land formerly of Josephine Skillin;

Thence west along other land of Brooklawn Memorial Park, about 335 feet to the southwest corner of land formerly of Josephine Skillin;

Thence north along other land of Brooklawn Memorial Park, approximately 335 feet to Congress Street;

Thence west along Congress Street about 350 feet to the point of beginning.

Being shown on City of Portland Assessor's Map 21, Block A, as Lot 1 and being the same premises described in a warranty deed from Josephine Skillin to Brooklawn Memorial Park dated October 28, 1957 and recorded in Book 2380, Page 222.

SUBJECT, HOWEVER, to any rights taken by the Maine Department of Transportation by taking dated June 13, 1978 and recorded in Book 4243, Page 152.

Exhibit 5

Existing Deed

LOCUS
PAGE #
PLANS

28384

BK 13980 PG 071
045765

MEMORANDUM OF LEASE

NAME AND ADDRESS OF LANDLORD: BROOKLAWN MEMORIAL PARK
c/o Health Care Management, Inc.
214 North Main Street, Suite 103
Natick, Massachusetts 01760
Attention: David Morgan

NAME AND ADDRESS OF TENANT: WIDEWATERS NEW CASTLE
PORTLAND COMPANY, LLC
c/o The Widewaters Group, Inc.
P.O. Box 3
5786 Widewaters Parkway
DeWitt, New York 13214-0003
Attn.: Legal Department and Lease Administration

DATE OF LEASE: July 8, 1998

DESCRIPTION OF PREMISES: Approximately six (6) acres of land (not including roads or public rights-of way), located in the Cities of Portland and South Portland, County of Cumberland and State of Maine, comprising a portion of that 8.62 acre parcel of land in said Cities, County and State with Tax Map # 209A-A-16 (Portland) and # 46-3-D (South Portland), as more particularly described in Exhibit "A" attached hereto and made a part hereof.

TERM OF LEASE: Forty (40) years commencing pursuant to Paragraph 2 of the Lease, subject to the Automatic Option Periods described below.

AUTOMATIC OPTION PERIODS: four (4) successive periods of fifteen (15) years each.

RIGHTS UNDER THE REA: During the term of the Lease, all of the rights and affirmative obligations of Landlord as "owner" with respect to the Premises under the REA, as defined in the Lease, shall be exercisable and/or performed by Tenant, as the case may be.

RIGHT OF FIRST REFUSAL TO LEASE: During the term of the Lease and for a period of ninety (90) days after the expiration thereof, Tenant has the right to re-let the Premises upon the terms and conditions of any bona fide third party offer to lease the Premises. The Right of First Refusal to Lease is exercisable pursuant to the provisions of Paragraphs 15 and 15.1 of the Lease.

MEMORANDUM OF LEASE: Upon the expiration or earlier termination of the term of the Lease, the parties hereto agree to execute any necessary instrument to remove this Memorandum of Lease from the public records within ten (10) business days of receipt written request of the other party, and upon failure to do so, the requesting party is hereby appointed attorney-in-fact for the other party for the sole purpose of executing any such instrument in the other party's name, place and stead, evidencing such expiration or earlier termination of the term of the Lease and authorizing the clerk of the county in which this Memorandum of Lease is recorded to remove the same from record.

RECORD & RETURN TO:
Susan M. Scuderi
The Widewaters Group, Inc.
P. O. Box 3
5786 Widewaters Parkway
DeWitt, New York 13214-0003

13980/71

BK 13980PG072

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the 8th day of July, 1998.

LANDLORD:
BROOKLAWN MEMORIAL PARK

TENANT:
WIDEWATERS NEW CASTLE
PORTLAND COMPANY, LLC

By: [Signature]
Printed name: DAVID R. MORGAN
Title: PRESIDENT

By: [Signature]
Printed name: JOSEPH R. SCUDERI
Title: MANAGER

ACKNOWLEDGMENTS

STATE OF Maine)
COUNTY OF Cumberland) ss.:

On this 8th day of JULY, 1998, before me personally came DAVID R. MORGAN, to me personally known, who, being by me duly sworn, did depose and say that he resides at Sharon, Massachusetts, that he is the President of BROOKLAWN MEMORIAL PARK, the entity described in and which executed the within Memorandum of Lease as "Landlord"; and who acknowledged to me that he executed said Memorandum of Lease for, on behalf and in the name of said entity with all due authorization thereof.

[Signature]
NOTARY PUBLIC
Printed name: Nancy Jean Harten
My Commission Expires: April 11, 2002

(Acknowledgment of Tenant)

SEAL

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this 8th day of July, 1998, before me personally came Joseph R. Scuderi, to me personally known, who, being by me duly sworn, did depose and say that he resides at Onondaga County, that he is a Manager of WIDEWATERS NEW CASTLE PORTLAND COMPANY, LLC, the entity described in and which executed the within Memorandum of Lease as "Tenant"; and who acknowledged to me that he executed said Memorandum of Lease for, on behalf and in the name of said entity with all due authorization thereof.

[Signature]
Notary Public
MARCO MARZOCCHI
Notary Public, State of New York
No. 02MA4941657
Qualified in Onondaga County
Commission Expires August 29, 2000

scuderi\leases\jetport\drafts\Lease8

Exhibit A

A portion of the following parcels:

Parcel 1

A certain lot or parcel of land situated in the City of South Portland and the City of Portland bounded and described as follows:

Beginning at a monument at the northwesterly corner of the lot of Willis S. Skillin, sold to John E. and Eugene S. Skillin, November 1rd, 1931, and recorded in Cumberland Registry of Deeds, Book 1386, Page 41; thence south $12^{\circ} 03'$ east by land now or formerly of James Johnson, nineteen hundred and twenty-eight, and Charles Chesley; thence north $50^{\circ} 41'$ east by said Chesley's land one hundred and thirteen and eighty-three hundredths (113.83) feet to a point; thence north $12^{\circ} 03'$ west nineteen hundred and twenty-five and thirty-six hundredths (1925.36) feet, more or less, to an iron hub on the southerly side line of Johnson Street; thence south $51^{\circ} 56'$ west by said Southerly side line of Johnson Street, one hundred and thirteen and sixty-six hundredths (113.66) feet, to the point of beginning.

Also one other certain lot or parcel of land situated in the City of South Portland and the City of Portland bounded and described as follows:

Beginning at an iron hub on the Southerly side line of Congress Street; thence north $82^{\circ} 46' 10''$ west by said Southerly side line of Congress Street, two hundred and eighty-four and one tenths (284.1) feet to an iron hub at the corner formed by the junction of the Southerly side lines of Congress and Johnson Streets; thence south $82^{\circ} 12'$ west by the Southerly side line of Johnson Street, one hundred and nine and ninety-eight hundredths (109.98) feet to an iron hub; thence south $71^{\circ} 56'$ west by said Southerly side line of Johnson Street, one hundred and eighty-one and five tenths (181.5) feet to an iron hub; thence south $60^{\circ} 34'$ west by said southerly side line of Johnson Street, one hundred and ninety-eight (198) feet to an iron hub; thence south $51^{\circ} 56'$ west by said Southerly side line of Johnson Street, eighty-four and thirty-four hundredths (84.34) feet to an iron hub; thence south $12^{\circ} 33'$ east nineteen hundred and twenty-five and thirty-six hundredths (1925.36) feet, more or less, to a point of land formerly owned by Charles Chesley; thence north $50^{\circ} 41'$ east by said Chesley's land six hundred and seventy (670) feet to a post and land now or formerly of William and David Johnson; thence north 15° west by said Johnson's land and twelve hundred and fifty-seven and ninety-four hundredths (1257.94) feet to an iron hub; thence south $59^{\circ} 23' 30''$ east three hundred and thirty-four (334) feet to an iron hub; thence north $20^{\circ} 39' 10''$ west three hundred and fifty-eight (358) feet to the point of beginning.

This property is subject to the understanding that the premises shall be used for the establishment and the embellishment of a Memorial Park.

EXCEPTING from the above premises that portion that was taken by the City of Portland as set forth in a Certificate of Taking of Property dated June 19, 1967, recorded in said Registry of Deeds in Book 3007, Page 617, and released to the City of Portland by deed of Brooklawn Memorial Park dated September 23, 1969, recorded in said Registry of Deeds in Book 3104, Page 260.

Being a portion of the premises conveyed to Maine Lawn Memorial Park by deed of Maine Lawn Company dated May 29, 1935, recorded in said Registry of Deeds in Book 1468, Page 421.

Parcel II

A certain lot or parcel of land situated in the City of South Portland and the City of Portland, bounded and described as follows: Beginning at a marked stone in the angle of a stone wall, in the southerly boundary of land of Albert H. Chesley, at the end of the third course in the description of land owned by said Chesley as described in deed of Enoch Preble to Charles Chesley dated June 1, 1832 and recorded in the Registry of Deeds for Cumberland County in Book 131, Page 246, and running South 32° East, seven (7) rods to a ~~marked~~ marked stone ("C" cut on the Chesley side and "W" on the opposite side); thence South 48° West, forty-six (46) rods; thence South 46° West, fifty-three (53) rods, eighteen (18) links to land formerly owned by Daniel Trickey; thence North 70° West, twenty-eight (28) rods and twenty (20) links to a maple tree; being on the back line of land of Brooklawn Memorial Park; thence North 42° East seventy-three (73) rods and sixteen (16) links to Ferguson's land; thence South 37° East five (5) rods and fourteen (14) links; thence along the same course across the Chesley land to place of beginning.

EXCEPTING from the above premises, (1) a certain lot or parcel of land conveyed to the City of Portland by Brooklawn Memorial Park by deed dated September 11, 1955, recorded in said Registry of Deeds in Book 2257, Page 189; and (2) that portion of the above described premises that was included in a parcel of land taken by the City of Portland as set forth in a Certificate of Taking of Property dated June 19, 1967, recorded in said Registry of Deeds in Book 3007, Page 617, and released to the City of Portland by Brooklawn Memorial Park by deed dated September 23, 1969, recorded in said Registry of Deeds in Book 3104, Page 260.

Being a portion of the premises conveyed to Brooklawn Memorial Park by Albert H. Chesley by deed dated April 27, 1938, recorded in said Registry of Deeds in Book 1548, Page 124.

BK 13980PG075

EASEMENT

A certain lot of land situated northerly of the Portland International Jetport Access Road as shown on a plan title "Plan of Brooklawn Memorial Park in Portland & South Portland, Maine" dated Sept. 5, 1986 by Owen Haskell, Inc. in the Cities of Portland and South Portland, County of Cumberland, State of Maine being bounded and described as follows:

Commencing at a point on the northerly sideline of said Access Road and the town line between the City of Portland and the City of South Portland;

Thence N 84° 35' 00" W along said Access Road a distance of 530.42 feet to the point of beginning;

Thence N 84° 35' 00" W along said Access Road a distance of 366.53 feet;

Thence N 58° 14' 00" E a distance of 632.20 feet;

Thence N 35° 02' 30" E distance of 751.73 feet;

Thence S 43° 43' 45" E a distance of 231.13 feet;

Thence S 51° 08' 24" W a distance of 6.11 feet;

Thence southerly along a curve concave to the left having a radius of 384.00 feet an arc distance of 180.03 feet;

Thence S 24° 16' 42" W a distance of 167.64 feet;

Thence southerly along a curve concave to the right having a radius of 316.00 feet an arc distance of 144.41 feet;

Thence S 50° 27' 44" W a distance of 595.88 feet;

Thence southwesterly along a curve to the right having a radius of 316.00 feet an arc distance of 42.87 feet to the point of beginning containing 6.23 acres, more or less.

Bearings are grid north.

OWEN HASKELL BROOKLAWN, LLC

D = 14.852
Δ = 26.5143
L = 180.03
T = 91.701
C = 178.386

D = 18.075
Δ = 26° 11' 02"
L = 144.4100
T = 73.488
C = 143.1566

R = 316.00
D = 18.0751"
Δ = 7° 46' 23"
L = 42.87

97383

A certain lot or parcel of land situated southeasterly from Congress Street 1 foot off the southwesterly side of the Airport Access Road running from the southwesterly sideline of Congress Street to the Portland International Jetport in the City of Portland, County of Cumberland and State of Maine, being more particularly bounded and described as follows:

Beginning at a point 1 foot distant from the southwesterly side of the Airport Access Road, on a bearing and distance of N 35°-02'-50" E, 170.38 feet from the most northerly corner of land now or formerly owned by Brooklawn Memorial Cemetery by a deed recorded in the Cumberland County Registry of Deeds in Book 1548, Page 124;

Thence S 35°-02'-50" W, passing through land of the Grantor, a distance of 170.58 feet to said land of Brooklawn Memorial Cemetery;

Thence S 43°-43'-45" E, by and along said land of Brooklawn Memorial Cemetery, a distance of 231.86 feet to a point one foot distant from the northwesterly sideline of the Realigned Jetport Access Road to be constructed in the future;

Thence N 51°-23'-26" E, by and along a line one foot distant from the northwesterly sideline of said Realigned Jetport Access Road, a distance of 124.84 feet to a point of curvature;

Thence northeasterly and turning northwesterly along a curve to the left with a radius of 24 feet and a central angle of 90° and keeping one foot distant from the sideline of said Realigned Jetport Access Road, an arc distance of 37.70 feet to a point of tangency;

Thence N 38°-36'-31" W, by and along a line one foot distant from the southwesterly sideline of said Airport Access Road, a distance of 193.99 feet to a point of curvature;

Thence northwesterly and turning more westerly along a curve to the left, with a radius of 316 feet and a central angle of 11°-07'-19", and keeping one foot distant from the southwesterly sideline of said Airport Access Road, an arc distance of 61.34 feet to the point of beginning.

Meaning and intending to describe a certain lot or parcel of land containing 40,750 square feet, or 0.94 acres, more or less, and being a portion of that property conveyed to the Grantor by deed of BCD Airport Partners dated February 4, 1991 and recorded at said Registry in Book 9492, Page 231.

The above described property being subject to a landscape easement containing an area of 8,592 square feet, or 0.20 acres, more or less, at the intersection of the Realigned Jetport Access Road with the Airport Access Road running southwesterly from Congress Street; said landscape easement being defined as running along a curve with a radius of 150 feet from the centerline intersect of the two roads; the southerly end of said landscape easement being a distance of 36.83 feet along a line one foot distant from the northwesterly sideline of said Realigned Jetport Access Road from the northeasterly sideline of the Brooklawn Memorial Cemetery property.

231.86

1

232.86

to road

OH

231.13'

Difference
1.73'

BK 13980PG078

The above described property being also subject to a drainage easement for drainage of stormwater running out of an existing culvert and running in a general southwesterly-westerly direction across the property.

The above described property also being subject to any necessary easements for sloping and grading purposes or for the installation of riprap along the southwesterly sideline of said Airport Access Road for the entire length running along said property.

Bearings herein are based on Grid North.

DED:je
October 21, 1997

BK13980PG080

96639

EXHIBIT B

A certain lot or parcel of land situated westerly of but not adjacent to Westbrook Street in the City of South Portland, County of Cumberland and State of Maine, being more particularly bounded and described as follows:

Beginning at a 5/8 inch iron rod shown as set on the City line between the Cities of Portland and South Portland as depicted on a plan of land entitled, "Standard Boundary Survey on Congress Street in Portland, Maine for the City of Portland", dated November 20, 1990 by Owen Haskell, Inc., said rebar being on a bearing of $S 80^{\circ}-42'-30''$ W along said City line, a distance of 712.8 feet, more or less, from a boulder marked "C", "W" with a drill hole;

Thence $S 35^{\circ}-02'-30''$ W, by and along land of the Brooklawn Memorial Cemetery by deed recorded at the Cumberland County Registry of Deeds in Book 1548, Page 124, a distance of 361.05 feet to another 5/8 inch iron rod as shown on said plan;

Thence $N 31^{\circ}-46'-00''$ W, by and along Brooklawn Memorial Cemetery, a distance of 279.45 feet to another 5/8 inch iron rod set on the City line between the Cities of Portland and South Portland;

Thence $N 80^{\circ}-42'-30''$ E, by and along the City line, a distance of 359.16 feet to the point of beginning.

Meaning and intending to describe a parcel of land containing 46,372 square feet, or 1.06 acres, more or less, being Parcel 1 in a deed from Apex, Inc. to the City of Portland dated July 8, 1992 and recorded at said Registry in Book 10203, Page 192.

Subject to and benefited by any easements, conditions, restrictions and rights of record which may affect the parcel.

Bearings herein are based on Grid North as taken from said plan entitled, "Standard Boundary Survey on Congress Street in Portland, Maine for the City of Portland", dated November 20, 1990 by Owen Haskell, Inc.

DED:jc
October 2, 1997

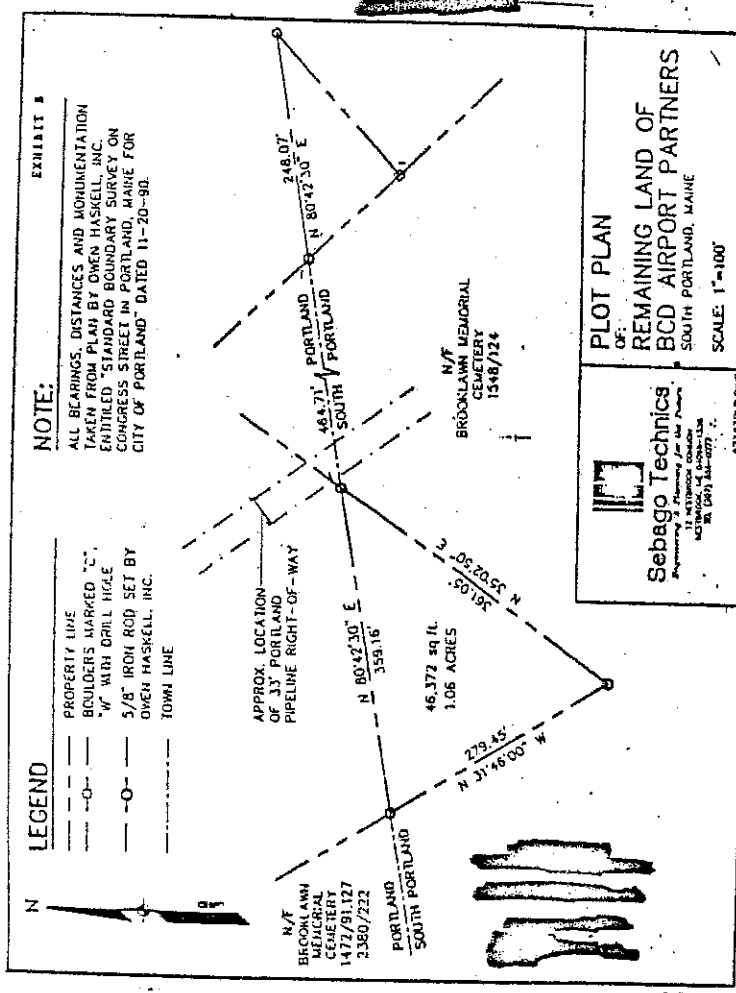


EXHIBIT B

NOTE:

ALL BEARINGS, DISTANCES AND MONUMENTATION TAKEN FROM PLOT BY OWEN HASKELL, INC. ENTITLED "STANDARD BOUNDARY SURVEY ON CONGRESS STREET IN PORTLAND, MAINE FOR CITY OF PORTLAND" DATED 11-20-90.

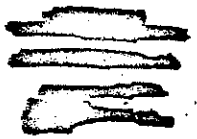
LEGEND

- PROPERTY LINE
- MONUMENTS MARKED "C"
- "W" WITH DRILL HOLE
- 5/8" IRON ROD SET BY OWEN HASKELL, INC.
- TOWN LINE

APPROX. LOCATION OF 33' PORTLAND PIPELINE RIGHT-OF-WAY

PLOT PLAN OF REMAINING LAND OF BCD AIRPORT PARTNERS
SOUTH PORTLAND, MAINE
SCALE: 1"=100'

Sebago Technics
Professional Surveyors
1145 Main Street
Portland, ME 04101
Tel: (207) 866-0077
Fax: (207) 866-0078



N/F BROOKLAWN MEMORIAL CEMETERY 1437/91127 2380/2322
PORTLAND SOUTH PORTLAND

46,372 sq ft
1.06 ACRES

N/F BROOKLAWN MEMORIAL CEMETERY 1348/724

46.71' PORTLAND SOUTH PORTLAND

248.07'
N 80°42'30" E

261.05'
N 25°02'50"

279.45'
N 31°46'00" W

359.16'

PT33372.DWG

A certain lot or parcel of land with the buildings thereon located on the southerly side of Congress Street in the City of Portland, County of Cumberland, bounded on the North by Congress Street, on the East by land of one Haskell, formerly Johnson, on the West by other land of Grantor, and on the South by other land of Josephine Skillin dated October 28, 1957, recorded in the Cumberland County Registry of Deeds in Book 2380, Page 222, with the exception of the portion of said lot or parcel of land that was subject to a Notice of Layout and Taking by the Maine Department of Transportation affecting the Johnson Road and Congress Street and recorded in said Registry of Deeds in Book 4243, Page 153, dated June 13, 1978.

[Handwritten scribbles]

James J. Walsh

RECEIVED
RECORDED REGISTRY OF DEEDS

1998 JUL 13 PM 4:22

CUMBERLAND COUNTY.

John B O'Brien

PORTLAND PIPELINE Co.

161

Brook-
lawn
Mem.Pk.,
Rec. of
to
Portland
Pipe
Line
Co.
Deed

KNOW ALL MEN BY THESE PRESENTS, That I, Jacob H. Berman of Portland in the County of Cumberland and State of Maine, the duly appointed, qualified and acting Receiver of Brooklawn Memorial Park, a corporation organized and existing under the laws of the State of Maine and having its principal place of business at said Portland, having on the third day of October, A. D. 1941, been authorized by Order of the Honorable Sidney St. F. Thaxter, Justice of the Supreme Judicial Court of said State, entered in a pending equity proceeding No. 5949 on the Cumberland County Docket, to sell and convey the real estate hereinafter described of said Brooklawn Memorial Park and the interest therein of said Receiver, for the consideration set forth in said Order, by virtue of the power and authority with which I am as aforesaid vested, and in consideration of the sum of Thirty-Six Dollars (\$36.00) paid by PORTLAND PIPE LINE COMPANY, a corporation duly organized and existing under the laws of the State of Maine and having an office and place of business at said Portland, the receipt whereof I do hereby acknowledge, in my capacity as said Receiver, do hereby give, grant, bargain, sell, convey and confirm unto the said Portland Pipe Line Company, its successors and assigns, a right of way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing a line of pipe for the transportation as a common carrier for hire of oil, crude petroleum and refined petroleum products or combinations thereof or similar thereto, natural and artificial gas, casinghead and natural gasoline, and any other liquids or gases under, upon, over and through a certain strip of land two (2) rods in width, being a part of a certain lot or parcel of land owned by the Grantor in said City of Portland, said lot being bounded northerly by land of Frank G. Johnson, easterly by land of H. Maxfield, land of A. H. Chesley and land now or formerly of Field, and southerly by land now or formerly of Fairweather, the following described line being the center line of said strip of land covered by this easement deed, namely:

Beginning on the southerly line of said land of the Grantor, being the boundary line between said land and land of said Fairweather at a point distant on said boundary line S 56° 00' W four hundred twenty-six (426) feet from the southeasterly corner of said land of the Grantor; thence N 20° 00' W five hundred eighty and two-tenths (580.2) feet to a point on the northerly boundary line of said land of the Grantor, said point being distant on said northerly boundary line S 53° 00' W three hundred sixty (360) feet from the northeasterly corner of said land of the Grantor; the above-described strip includes all land of the Grantor lying within one rod on either side of the center line hereinbefore described extending from land of said Fairweather on the south to land of said Frank G. Johnson on the north, said center line being approximately as presently surveyed by the Grantee herein, together with the right of ingress and egress for all purposes incident to the grants herein made.

Any line or lines of pipe to be constructed hereunder shall be confined within the strip of land hereinabove described.

Also the right to lay, construct, maintain, operate, alter, repair, remove and replace at any time an additional line or lines of pipe alongside of the line or lines hereinbefore mentioned, as herein provided, upon payment to the Grantor, his

EASEMENT from
1655/101

1655/101

successors or assigns, for each additional line so laid of an amount equal to the consideration above named. Such additional line or lines shall be laid subject to the same rights and conditions as apply to the original line.

TO HAVE AND TO HOLD the said rights of way and easements with all the privileges and appurtenances thereof unto the said Portland Pipe Line Company, its successors and assigns, so long as a pipe line is maintained on said premises. The Grantor reserves for himself and his successors and assigns, the right to fully use and enjoy said premises except as the same may be necessary or convenient for the purposes herein granted to the said Portland Pipe Line Company, its successors and assigns.

The said Portland Pipe Line Company, for itself, its successors and assigns, by the acceptance hereof, agrees to pay to the Grantor or his successors or assigns, any damages to grass, timber, growing crops and improvements, which may result from its acts or omissions in laying, maintaining, operating, replacing, changing or removing said pipe line (s), said damage, if any, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantor or his successors or assigns, one by Portland Pipe Line Company or its successors or assigns, and the third by the two so appointed; and the award of such three persons shall be final and conclusive.

Portland Pipe Line Company further agrees for itself, its successors and assigns, to bury and maintain all pipe lines so as not to interfere with the cultivation of said lands.

It is understood and agreed by the parties hereto that this written instrument contains the entire agreement between them.

IN WITNESS WHEREOF I, the said Jacob H. Berman, Receiver as aforesaid, have hereunto set my hand and seal this 3d day of October, A. D. 1941.

Signed, Sealed and Delivered in Presence of:

Sidney W. Wernick

Jacob H. Berman ___ Seal
Receiver of Brooklawn Memorial Park

State of Maine. Cumberland, ss.

On the 3d day of October, 1941, personally appeared the above-named Jacob H. Berman, Receiver as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Sidney W. Wernick, Notary Public, Notarial Seal

Received October 4, 1941, at 10h 50m A. M., and recorded according to the original

Hooper,
Est.
to
Hooper
Exec.

KNOW ALL MEN BY THESE PRESENTS, That I, Carroll E. Whitney of Farmington, in the County of Franklin and State of Maine, sole acting executor of the last will and testament of Rose L. Hooper late of Portland, in the County of Cumberland and said State, deceased, testate, by virtue of the authority to me given by the said Rose Hooper in her last will and testament, in my capacity of executor as aforesaid, in consideration of Nineteen Hundred Dollars to me paid by Florence F. Hooper, of said Portland, the receipt whereof is hereby acknowledged, do hereby sell and con

063716

AVIGATION EASEMENT

WHEREAS, Brooklawn Memorial Park, hereinafter called the Grantor, is the owner in fee of certain parcels of land situated in the Cities of Portland and South Portland, County of Cumberland, State of Maine, more particularly described in Exhibits A, B, and C, with accompanying plot plans, attached hereto and incorporated herein, and hereinafter called "Grantor's Property";

WHEREAS, the City of Portland wishes to acquire air rights over Grantor's Property in conjunction with acquisition of an abutting parcel of property from Grantor by deed of even date hereof;

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its successors and assigns, does hereby grant, bargain, sell and convey unto the City of Portland, Maine, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, as an easement and right-of-way, appurtenant to the Portland International Jetport (hereinafter the "Airport") for the unobstructed use and passage of all types of aircraft in and through the transitional surface air space, as defined by Federal Aviation Administration law and regulation, above Grantor's property, to an infinite height above said Grantors' property, with such use and passage to be unlimited as to frequency, type of aircraft and proximity.

Said easement shall be appurtenant to and for the benefit of the real property now known as the Airport, including any additions thereto wherever located, hereafter made by Grantee or its successors and assigns, guests and invitees, including any and all persons, firms or corporations operating aircraft to or from the said Airport.

Said easement granted together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all transitional air space above or in the vicinity of the surface of Grantor's property such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantor's property or in landing at or taking off from, or operating at or on said Airport; and Grantor does here by fully waive, remise, and release

avigato2.eas.elb
10.09.1997

any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object extending into the transitional air space above the surface of Grantor's property; together with the right to enter upon Grantor's property in order to remove any trees or objects that extend into the transitional air space. In the event Grantor proposes to develop Grantor's property, all structures built thereon shall comply with applicable Federal Aviation Administration regulations in effect at the time of commencement of such development including, without limitation, any Federal Aviation Administration height limitation then in effect.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Airport shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration hereinabove set further, the Grantor, for itself, its successors and assigns, does hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantor's property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantor's land that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantor furthermore waives

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10.09.1997

all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the successors and assigns of the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be signed by David Morgan its duly authorized President, this 16th day of October, 1997.

BROOKLAWN MEMORIAL PARK

SEAL

By: [Signature]
David Morgan, President

STATE OF MAINE
CUMBERLAND, ss.

October 16, 1997

Personally appeared the above-named David Morgan, in his capacity as the President of Brooklawn Memorial Park, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Brooklawn Memorial Park.

Before me,

Nancy Jean Horton
Notary Public/Attorney at Law

SEAL

Nancy Jean Horton
Printed Name
Notary Public, Maine
My Commission Expires April 11, 2002

Exhibit 6

Easements

Easements

See Exhibit 5 for easement description.

Exhibit 8

Financial Capability

Financial Capability

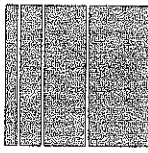
The financing for this project is currently under negotiation. A financial commitment letter will be provided to the City as soon as the negotiations are finalized.

Exhibit 9

Personnel Description

Project Consultants

<u>General Contractor</u>	The Widewaters Group
<u>Owner/Operator</u>	Newcastle Hotels
<u>Architect</u>	RHOR (Rabun, Hogan, Ota, Rasche) Architects
<u>Civil Engineer and Landscape Architect</u>	Sebago Technics, Inc.
<u>Geotechnical Engineer</u>	The John P. Stopen Engineering Partnership
<u>Traffic Engineer</u>	Eaton Traffic Engineering
<u>Lighting/Electrical Engineer</u>	Bartlett Design



Sebago Technics

Engineering & Planning for the Future

INTRODUCTION TO SEBAGO TECHNICS, INC.

Civil Engineers, Land Surveyors, Landscape Architects, Soil Scientists

Since its formation in 1981, Sebago Technics has grown to a multi-service consulting firm with its primary office in Westbrook, Maine. A branch office with technical staff in Bangor reflects our commitment to better service our clients throughout the State. Our multi-disciplinary project teams have played significant roles in the design, survey, engineering and implementation of many significant projects throughout New England.

Our corporate philosophy is founded in our pride and commitment to provide each client with creative, cost-effective professional services through an organized and responsive process. Our philosophy is supported by the emphasis placed on the major objectives of our practice...

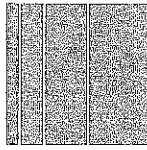
- To provide a full range of consulting services.
- To provide our services in a responsive and timely manner.
- To maintain our continued involvement in quality projects.
- To provide our clients with design and engineering excellence.

Sebago Technics' historical interest and experience in public and private sector projects has served to form our reputation for quality technical services provided on-time and on-budget. Our current management and staff of 50 share the objective of responsive service to client needs which has been so important to our growth and success. We are large enough to assemble the personnel and equipment resources to accomplish large projects on tight time schedules, yet small enough that principal managers maintain day to day involvement with our project workload.

Our quality of life in the future will depend on the intelligent management of our natural, physical and human resources. At Sebago Technics, we are committed to the provision of professional services responsive to the needs of the people we serve and the protection of our natural, cultural and economic resources.

P. O. Box 1339, One Chabot Street, Westbrook, ME 04098-1339 (207) 856-0277

304 Hancock Street, Bangor, ME 04401 (207) 942-9193



Sebago Technics

Engineering & Planning for the Future

COMPANY PROFILE

Management of the firm is realized through seven senior staff members who maintain ultimate responsibility for the technical performance and administrative support of our staff, clients, and projects. These key members achieve results through expertise and experience in their individual specialties.

Walter P. Stinson, P.E., President

Founder of Sebago Technics, Mr. Stinson has provided the leadership for expansion to over forty employees at two offices. He has twenty-five years of professional engineering and project management experience. Areas of special interest and expertise include roadway and utility infrastructure design for residential and industrial subdivisions, site development engineering, drainage and erosion control design, surficial soils evaluation for subsurface sewage disposal fields, and project management and administration. He has initiated the design for many major commercial and residential developments.

James R. Kiser, P.E., Bangor Office Manager

Mr. Kiser is in charge of all company operations throughout northern and eastern Maine, including budgeting, scheduling, and project management. He has over 15 years engineering experience and has been involved in numerous major design and construction projects throughout his career at Sebago Technics. Jim has implemented the same philosophy on client satisfaction and professional service that has characterized Sebago Technics throughout its history.

Charles L. Brown, P. L. S., Vice President, Field Services

Mr. Brown has over twenty-five years experience in boundary and engineering surveying. His duties cover a wide range of work, including client relations, coordination of field and office staff, and overall supervision of a large survey staff. He serves as project manager and coordinator of construction layout and general field activities.

Donald T. McElhinney, P.E., Vice President, Environmental Engineering

With over twenty years experience in the environmental engineering field, Mr. McElhinney has experience with water and wastewater system design, pre-treatment requirements, Combined Sewer Overflow analysis and rehabilitation, Infiltration/Inflow analysis, user system and impact fee analyses, and facilities master planning. He has also had extensive experience with industrial and contaminated groundwater treatment systems.

William Conway, R.L.A., Vice President, Landscape Architecture

Mr. Conway has eighteen years experience with multi-disciplinary professional teams, and sound project management experience with municipal agencies, corporate clients, and private developers. He has established a discipline of master planning, land planning, and landscape architecture at Sebago Technics, providing the firm with a strong design influence.

Our professional capability to accomplish design and remedial construction projects is supported by the following personnel:

Name	Discipline	Special Training
Edward J. Doyle	Sr. Environmental Engineer	OSHA 40-Hour Training
Shawn M. Frank, P.E.	Sr. Civil Engineer	
Owens A. McCullough, P.E.	Sr. Civil Engineer	
Nancy J. Gilbert, P.E.	Sr. Civil Engineer	
James R. Seymour	Civil/Environmental Engineer	OSHA 40-Hour Training
Steven R. Grant, P.E.	Structural Engineer	ACI Certified Maine Concrete Testing Technician
James Martin	Structural Engineer	
Jeffrey R. Perry	Landscape Architect	
Steven A. Groves	Civil Engineer	
Stephen G. Doe, R.L.A.	Landscape Architect	
Donald E. Dostie, P.L.S.	Land Surveyor/Technical Researcher	
Daniel R. Laflin, P.L.S.	Land Surveyor	
Patrick S. Somma	CAD Designer	
Joann L. Bryan	CAD Designer	

New Castle Hotels & The Widewaters Group Joint Venture

New Castle Hotels Overview

New Castle Hotels is a leading independent operator of full service hotels, resorts and conference centers in the United States and Canada. The firm, which is privately owned, was founded in 1980.

New Castle Hotels owns, operates and develops hotels and resorts under Marriott, Westin, Hilton, Sheraton, Promus and independent flags. Including projects under development, New Castle Hotels currently owns and/or operates 20 hotels in 9 states and 3 Canadian provinces. The Company has controlling equity positions in eight hotels and has minority participation in seven others. Hotel properties in the firm's portfolio have 4,380 rooms, employ over 3,000 persons and generate an annual revenue of over \$150 million.

Widewaters Group Overview

The Widewaters Group is a multi-faceted real estate development company headquartered in Syracuse, New York. The Company owns and manages over 3.3 million square feet of office, residential, industrial, and retail properties located throughout New York State and New England. The Company was formed in 1982. The Widewaters Group developed the "Total Approach" to property ownership which provides the critical organizational elements necessary to ensure proper tenant and client services. The Widewaters Group utilizes this "Total Approach" with every facet of project planning, construction, leasing and management to provide for long-term success in real estate ownership. Employing over 70 people at its Syracuse headquarters and 180 people at its various field locations, the Widewaters Group provides the full range of services necessary to meet the challenges of today's economic environment. The in-house capabilities of The Widewaters Group allow it to attain a level of service that is unmatched by its competitors in the marketplace.

*New Castle Hotels/
Widewaters Joint
Venture*

In order to compete effectively and efficiently in the hotel development arena, New Castle Hotels and the Widewaters Group formed a joint venture. Each team brings a complementary set of skills to the partnership, creating a team uniquely qualified to develop hotels in the Northeastern United States.

The Widewaters Group brings to the joint venture:

- Extensive experience with zoning and site plan approvals enabling us to assemble and obtain development rights for difficult to develop sites, which are often the best or only locations available in the "High Barrier to Entry" prone Northeastern markets.
- The construction experience and technical support that is essential to accurate site planning, project budgeting and cost effective construction.
- Brokerage experience and contacts that have enabled us to identify and control prime hotel sites in the Northeastern United States.

New Castle Hotels provides to the venture the comprehensive hotel development, investment and operational expertise required to achieve a successful project. New Castle Hotels' in-depth knowledge of the Northeastern United States markets and its sophisticated demand analysis techniques allow the site identification team to focus on only markets with excellent development potential. The New Castle Hotels team also provides the essential technical support required insuring that the assets take a leadership position in each respective market. New Castle Hotels will manage the assets once they are constructed.

*Development
Program*

New Castle Hotels has determined that there is an opportunity to develop high quality "compact" hotel in the area immediately surrounding the Portland International Jetport in Portland, Maine.

A "compact" hotel is one that addresses the needs of the upscale corporate traveler (including the extended stay customer), but does not contain extensive Food and Beverage outlets, banquet and meeting space. Brands included in this definition are:

- Hilton Garden Inn
- Courtyard by Marriott
- Residence Inn by Marriott
- SpringHill Suites By Marriott
- Homewood Suites
- Embassy Suites
- Summerfield Suites
- Hampton Inn & Suites

The Widewaters NewCastle Portland Company, LLC would like to proceed with the development of an 88 room, three story Hilton Garden Inn this year.

The project, when completed should result in 35 full time equivalent positions in a total number of 50 new employees.

The project budget for the construction of the hotel is approximately \$3,700,000.

Major Projects Completed

1994 - 1999



PROJECT	OWNER	ARCHITECT/ENGINEER	CONTRACT	YEAR
Kmart Volney, NY	Pierce Drive Associates 5786 Widewaters Parkway DeWitt, NY 13214	Richard L. Bowen Assoc. 13000 Shaker Blvd. Cleveland, OH 44120	\$10,000,000.00	1994
P & C Food Markets Volney, NY	P & C Food Markets 1200 State Fair Blvd. P.O. Box 4965 Syracuse, NY 13221-4965	P & C Food Markets 1200 State Fair Blvd. P.O. Box 4965 Syracuse, NY 13221-4965	\$3,500,000.00	1994
Peerless Insurance Company Dewitt, NY	Widewaters Collamer Road Assoc. 5786 Widewaters Parkway Dewitt, NY 13214	Quinlivan, Pierik & Krause 450 South Salina Street Syracuse, NY 13202	\$1,500,000.00	1995
Woodcliff 4 Office Building Fairport, NY	375 Woodcliff Drive Co. 5786 Widewaters Parkway Dewitt, NY 13214	Richard L. Bowen Assoc. 13000 Shaker Blvd. Cleveland, OH 44120	\$4,000,000.00	1996
Super K-mart #4967 Wallingford, CT	K-mart Corporation 3100 West Big Beaver Road Troy, MI 48084-3163	B.W. Glasser, AIA Sterling Heights, MI	\$10,000,000.00	1996
Chenango Towne Center Norwich, NY	Widewaters Norwich Assoc. 5786 Widewaters Parkway DeWitt, NY 13214	Flint, Allen, White & Radley 3495 Winton Place Rochester, NY 14623	\$5,000,000.00	1997
Home Depot 5814 Bridge Street E. Syracuse, New York 13057	Home Depot USA, Inc One Cragwood Boulevard South Plainfield, NJ 07080	Greenberg Farrow Architecture 1755 The Exchange Atlanta, GA 30339	\$5,500,000.00	1997
Immaculate Conception Fayetteville, NY	Immaculate Conception Parish of the Roman Catholic Diocese of Syracuse 2044 E. Onondaga St. Syracuse, NY 13202 (315)637-9846	Ashley McGraw Architects 472 S. Salina St. Syracuse, NY 13202 Ed McGraw (315)425-1811	\$2,000,000.00	1997
Hampton Inn & Suites Victor, NY	Widewaters New Castle Co. LLC 5786 Widewaters Parkway DeWitt, NY 13214 (315)445-2424	Richard L. Bowen 13000 Shaker Blvd. Cleveland, OH 44120 (216)491-9300	\$6,000,000.00	1998
Home Depot 545 French Rd. New Hartford, NY 13413	Home Depot USA, Inc One Cragwood Boulevard South Plainfield, NJ 07080 (908)424-2663	Greenberg Farrow Architecture 1755 The Exchange Atlanta, GA 30339 (770)303-1033	\$4,500,000.00	1998
Woodcliff 5 Office Bldg. Fairport, NY	255 Woodcliff Drive Co. 5786 Widewaters Parkway DeWitt, NY 13214 (315)445-2424	Quinlivan Pierik & Krause 450 S. Salina Street, PO Box 29 Syracuse, NY 13201 (315)472-7806	\$4,500,000.00	1998
AutoZone Clay Township, NY	AutoZone Dept 8320 Memphis, TN 38101	L.J.R. Engineering P.C. Cicero Professional Building 6221 RT31 Cicero, NY 13039	\$500,000.00	1998

5786 Widewaters Parkway
Post Office Box 3
DeWitt, N.Y. 13214-0003
Phone: 315/445-2424
Fax: 315/445-8570



Major Projects Completed

1994 - 1999



PROJECT	OWNER	ARCHITECT/ENGINEER	CONTRACT	YEAR
The Home Depot #1257 Camillus, NY	Home Depot USA, Inc. 3096 Hamilton Blvd. South Plainfield, NJ 07080 (908) 424-2663	Casco Corporation Business Center at Edison 1090 King George Post Rd. Suite 1204 Edison, NJ 08837	\$4,000,000.00	1998
Wegman's Site Dev. Cicero, NY	The Widewaters Group, Inc. PO Box 3 DeWitt, NY 13214	Charles J. Costich 217 Lake Avenue Rochester, NY 15608	\$2,000,000.00	1998
Circuit City Stores #3149 New Hartford, NY	Circuit City Stores, Inc. 9950 Maryland Drive Richmond, VA 23233	Schnee Architects, Inc. 339 Auburn St., Suite 6 Newton, MA 02166	\$1,500,000.00	1998
Price Chopper Utica, NY	Widewaters Enterprises, LLC PO Box 3 DeWitt, NY 13214	Golub Corporation Engineering & Construction Dept. 501 Duaneburg Road Schenectady, NY 12306	\$4,500,000.00	1999
The Home Depot #1263 N. Greenbush, NY	Home Depot USA, Inc. 3096 Hamilton Blvd. South Plainfield, NJ 07080 (908) 424-2663	Greenberg Farrow Architecture Eng. 50 Division Street, Suite 300 Somerville, NJ 08876	\$4,400,000.00	1999
The Home Depot #1264 Victor, NY	Home Depot USA, Inc. 3096 Hamilton Blvd. South Plainfield, NJ 07080 (908) 424-2663	Greenberg Farrow Architecture Eng. 50 Division Street, Suite 300 Somerville, NJ 08876	\$4,500,000.00	1999

5786 Widewaters Parkway
Post Office Box 3
DeWitt, N.Y. 13214-0003
Phone: 315/445-2424
Fax: 315/445-8570



Exhibit 10

Solid Waste

Solid Waste

The proposed building plan includes provisions for a solid waste dumpster which will be collected on a regular basis by a private waste hauler. The dumpster will be located in the loading dock area and, as such, will be screened from the public right-of-way and other abutting lots.

Exhibit 11

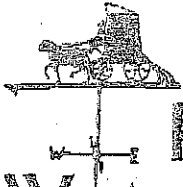
Adequacy and Availability of Public Utilities

Adequacy and Availability of Public Utilities

The site is adequately serviced by all necessary utilities. An 8" public water line, an 8" sanitary sewer, electrical power and telephone are all available along the Jetport Crossroad. All new connections will be underground from the right-of-way to the building. See the Grading, Drainage and Utility Plan for further information.

Exhibit 12

Water Supply



Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-596
FAX (207) 761-830

October 13, 1999

Ms. Danielle Betts
Sebago Technics, Inc.
P.O. Box 1339
12 Westbrook Common
Westbrook, Maine 04098-1339

Re: Hilton Garden Inn, Portland

Dear Danielle:

The Portland Water District has an 8" water main in Jetport Connector Road, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 75 psi; residual pressure 52 psi; with a flow of 1210 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands. Please notify your plumber of these results so that they can design your system to best fit the available pressure.

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

cc:

Exhibit 13

Traffic

Traffic

A Traffic Impact Study for the proposed Hilton Garden Inn was prepared by Eaton Traffic Engineering. As is summarized in the attached report, the proposed development will not substantially alter the level of service or delay at the nearby intersections.

Traffic Impact Study

PROPOSED HILTON GARDEN INN
Portland, Maine

Prepared for

Sebago Technics
Westbrook, Maine



**EATON
TRAFFIC
ENGINEERING**

Brunswick, Maine

September, 1999

PROPOSED HILTON GARDEN INN
Portland International Jetport - Portland, Maine
Traffic Impact Study

Introduction

This project will develop a 88 room hotel on the north side of the Jetport Access Road, just west of the new access road from Congress Street in, Portland, Maine (see Figure 1 on the following page). The proposed hotel site will have two two-way access driveways on the Access Road.

Development in the immediate vicinity of the proposed development is generally commercial in nature, with much of it related to services for the Jetport. The nearest "major" intersections to be affected by site generated traffic are the intersections of Congress @ Jetport Access and Johnson Road @ Airport Access Road. These intersections are controlled by fully actuated traffic signals. The Congress Street @ Jetport Access intersection is a relatively new intersection. The Johnson Road @ Airport Access Road intersection is being reconfigured to accommodate the new Congress Street interchange of the Maine Turnpike, and as a result of the extension of the main Jetport runway, will be reconstructed/relocated in the near future.

The purpose of this traffic impact study is to assess the impact of new traffic generated by the proposed project on roadways in the immediate vicinity of the site.

Pre-Development PM Peak Hour Traffic

Traffic impact analysis is typically performed for traffic conditions that occur during the weekday PM peak hour, as this is usually the time of heaviest traffic flow that occurs on a weekday. As part of the process of estimating 2000 weekday PM peak hour traffic volumes, a

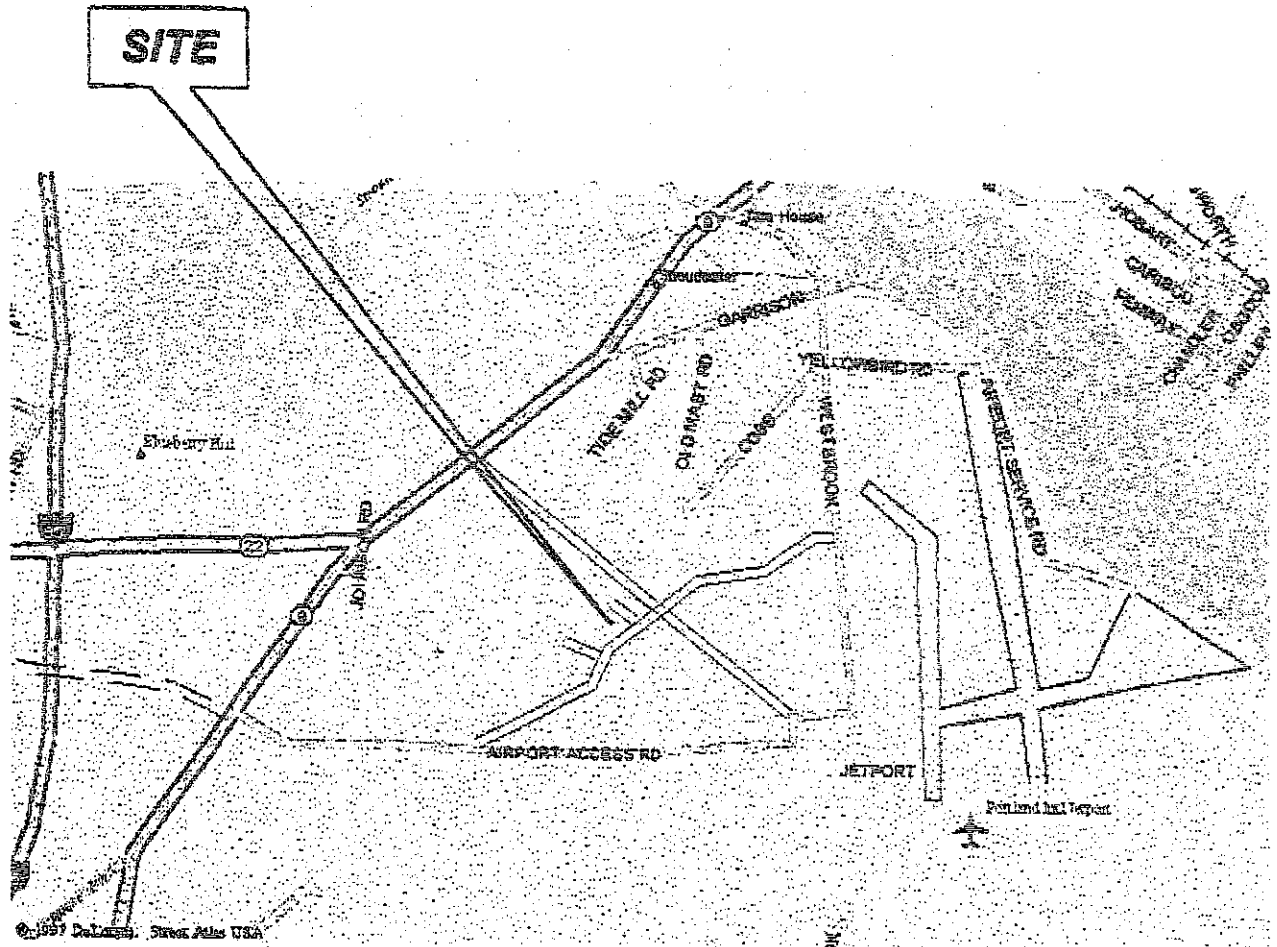


Figure 1
SITE LOCATION AND ACCESS

JETPORT HILTON - PORTLAND, MAINE

 EATON
TRAFFIC
ENGINEERING

25 Francis St., Needham, Mass
(617) 726-6666 Fax (617) 725-8847

manual traffic count was conducted on August 10, 1999 at the intersection of Congress Street @ Jetport Access Road. This data provided information for both peak hour traffic volumes in the area as well as general traffic patterns in the area (the directional distribution to/from the proposed development). The PM peak hour occurred from 4:45 - 5:45 PM. No traffic counts were conducted at the Johnson Road @ Airport Access Road intersection as traffic volumes will be significantly affected by the new Congress Street intersection. Instead, 2000 weekday PM peak hour traffic estimates developed by PACTS and HNTB (consultants to the Maine Turnpike Authority) were utilized. In addition, the 2000 weekday PM peak hour traffic projections prepared by DeLuca Hoffman Associates for the Jetport master plan were utilized in preparing the 2000 weekday PM peak hour estimates using this study. Figure 2A on the following page presents the HNTB, DeLuca Hoffman and Eaton Traffic Engineering weekday PM peak hour traffic counts. Essentially, the HNTB estimates for the Johnson Road @ Congress Street were used as a control to adjust the weekday PM peak hour traffic volumes at the Congress Street @ Jetport Access Road intersection. Figure 2 presents the final estimate of 2000 weekday PM peak hour pre-development traffic volumes.

Site Generated PM Peak Hour Traffic

Traffic generation is typically estimated using the publication (Trip Generation - Sixth Edition¹). For land use code 310, "Hotel" estimated PM peak hour traffic generation is projected to be 49 vehicle trips, with 24 entering the development and 25 exiting. These trips were assigned to roadways in the vicinity of the site based upon the directional distribution data obtained from the PM peak period counts in the area. Figure 3 on the following page presents the estimated assignment of PM peak hour site generated traffic volumes in the vicinity of the site.

¹ Institute of Transportation Engineers, 1997.



XXX - ETE DATA - 8:00-8:30 PM PEAK HOUR
 XXXX - DELUCA HOFFMAN DATA - PORTLAND
 JETPORT STUDY - 2000 PM PEAK HOUR
 WITH UNUM EXPANSION

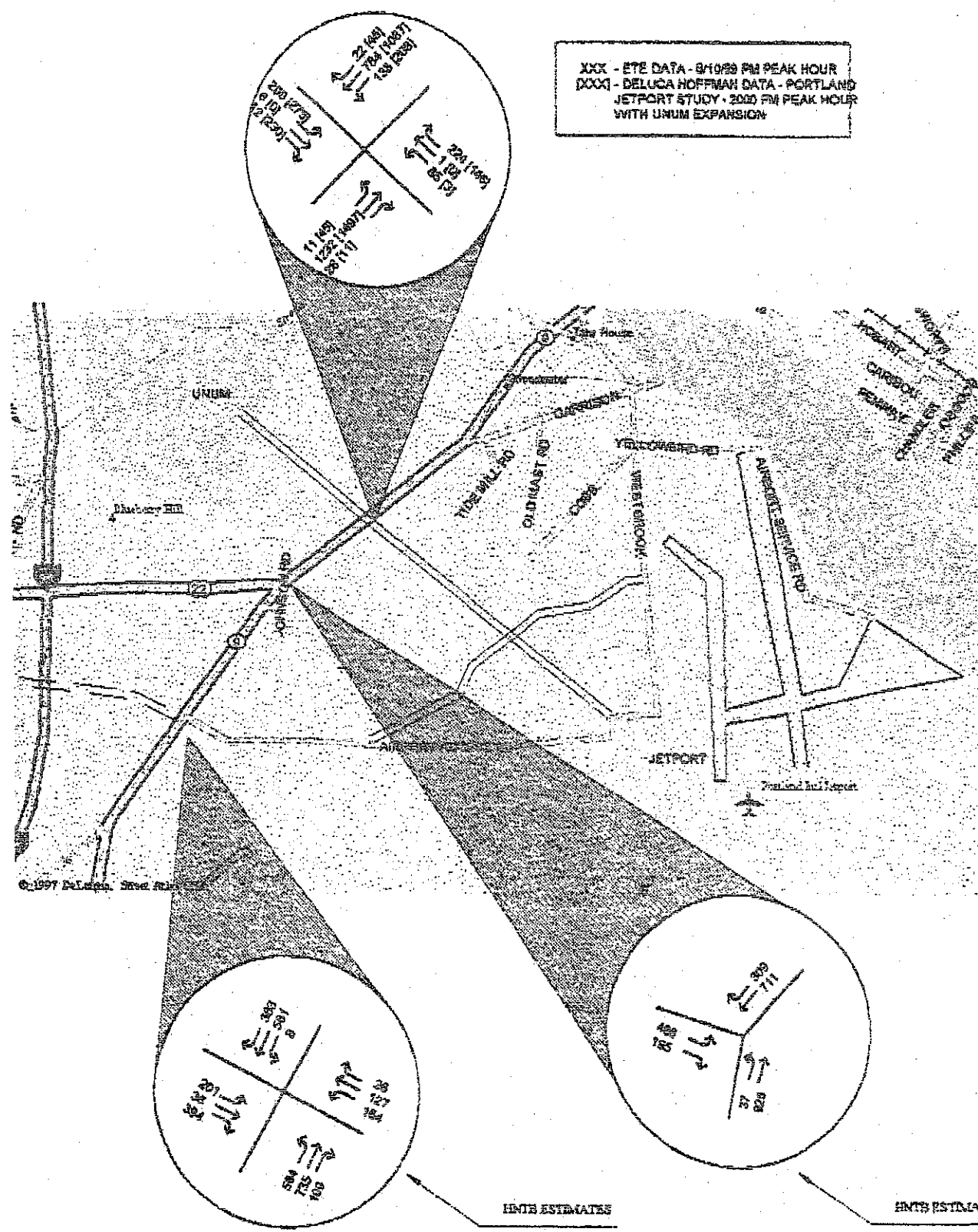
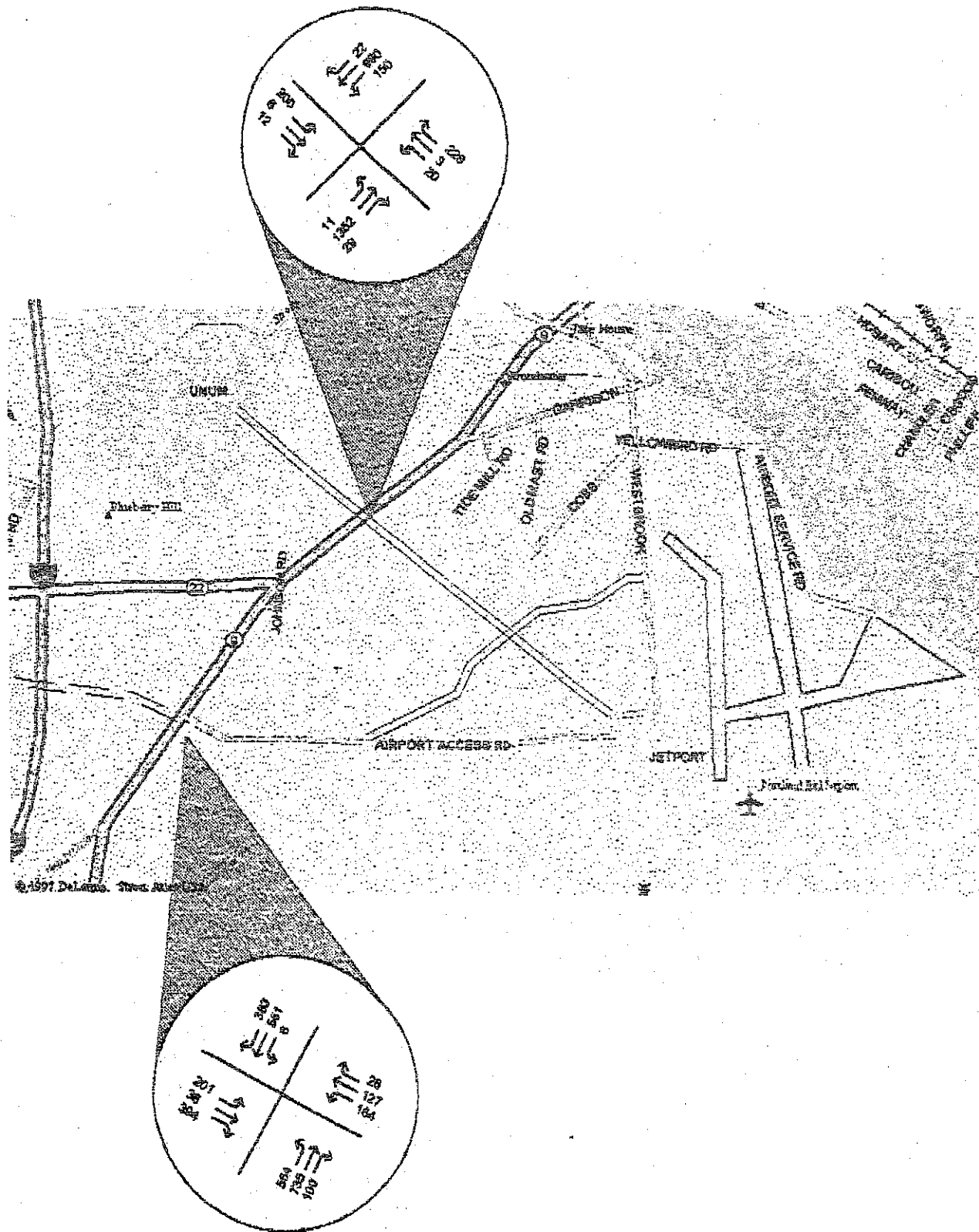


Figure 2A
 PM PEAK HOUR TRAFFIC VOLUMES IN SITE VICINITY

JETPORT HILTON - PORTLAND, MAINE



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ENGINEERING

2 Minerva St., Brunswick, Maine
(207) 725-8863 Fax (207) 725-8867

Figure 2
ESTIMATED 2000 PM PEAK HOUR TRAFFIC - PRE-DEVELOPMENT

JETPORT HILTON - PORTLAND, MAINE

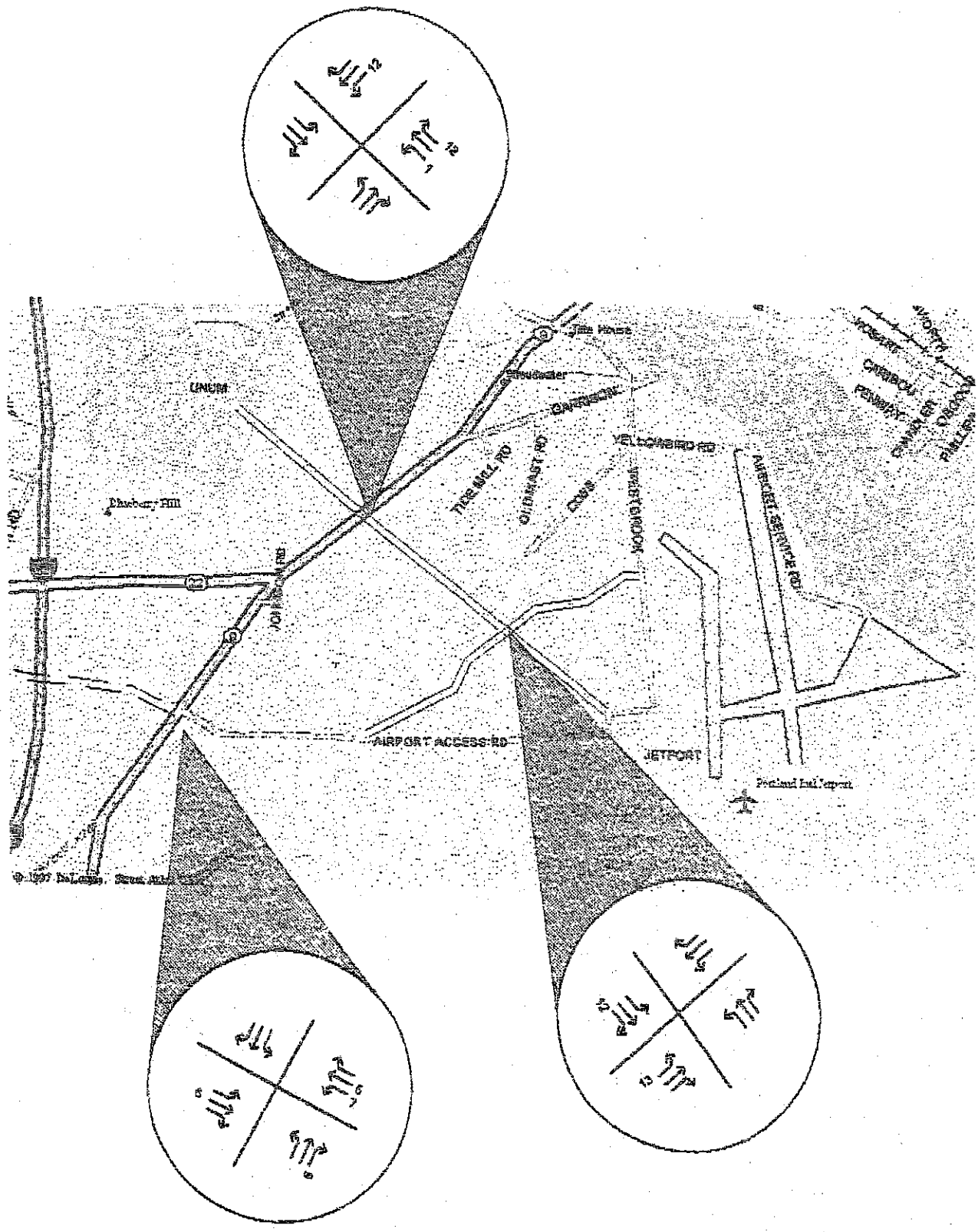


Figure 3
PROJECTED SITE GENERATED PM PEAK HOUR TRAFFIC

JETPORT HILTON - PORTLAND, MAINE

EATON
TRAFFIC
ENGINEERING

2 Miranda St. - Portland, Maine
(603) 722-8800 Fax (603) 722-8247

Post-Development PM Peak Hour Traffic

Post-development conditions are estimated by adding site generated traffic volumes to the "base" or pre-development volumes. Figure 4 on the following page presents projected 2000 post-development weekday PM peak hour traffic.

Operational Assessment Pre/ Post-Development Traffic Volumes

Capacity analysis was performed for the pre- and post-development PM peak hour traffic projections for the * intersection per the procedures contained in the Highway Capacity Manual². Capacity analysis provides a quantitative assessment of the quality of traffic flow at an intersection, and "rates" this quality in terms of its Level of Service (LOS). LOS ratings range from A to F, and much like a school rank card, A indicates very good conditions, and F indicates extremely congested conditions with long delays.

LOS for signalized intersections, such as the intersection of Congress @ Jetport Access, is based upon the average control delay for all vehicles using the intersection, which includes acceleration/deceleration delay, time in queue and start-up delay. The relationship between LOS and average control delay, which reflects time in queue, acceleration and deceleration and start up delay, is shown in the table below.

² Special Report 209, Highway Capacity Manual, Third Edition, Transportation Research Board, 1998

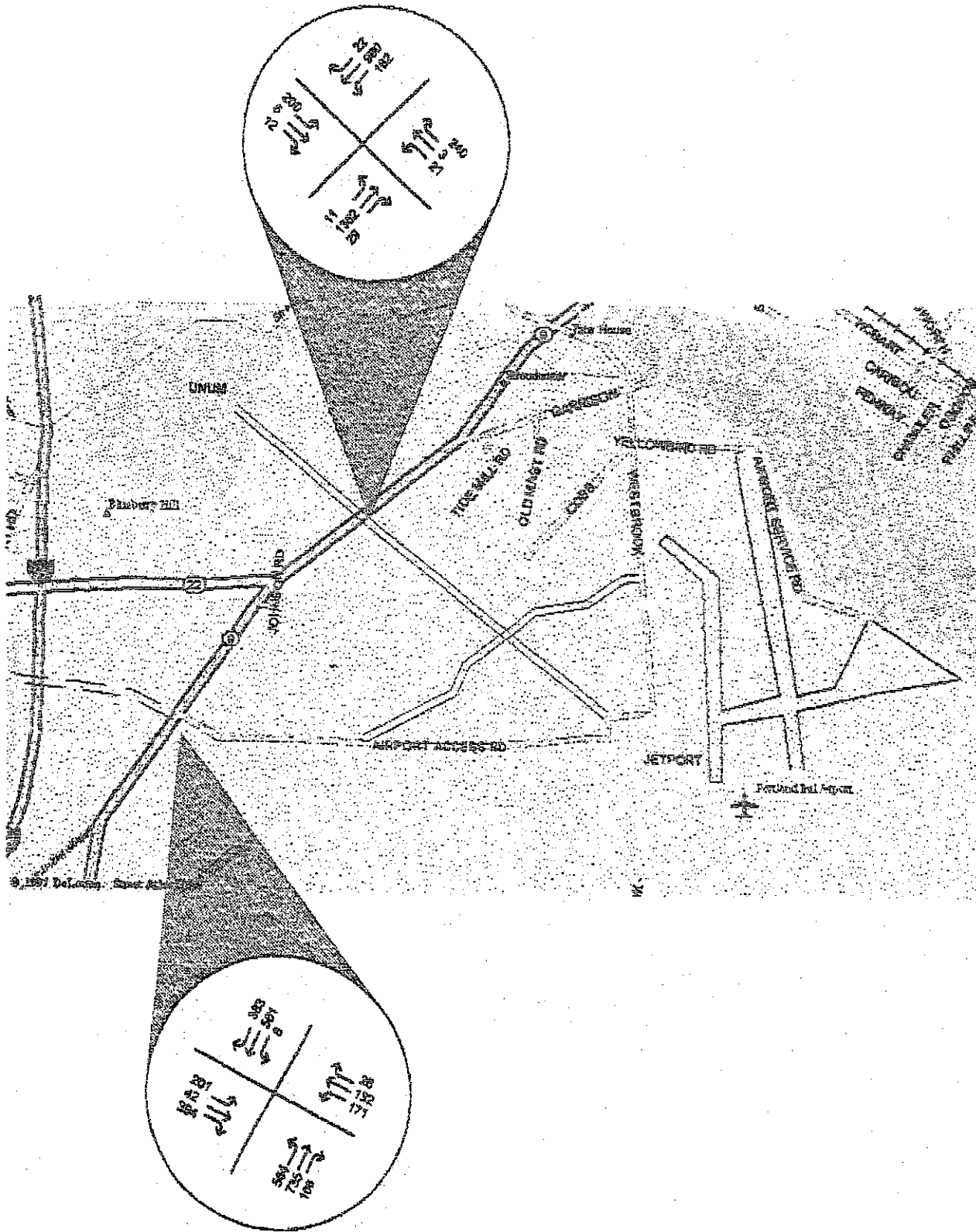


Figure 4
PROJECTED 2000 PM PEAK HOUR TRAFFIC - POST-DEVELOPMENT

JETPORT HILTON - PORTLAND, MAINE

EATON
TRAFFIC
ENGINEERING

2100 Main St. - Brunswick, Maine
Tel: (207) 726-0000 Fax: (207) 726-0017

Signalized Intersection Level of Service Measures

Level of Service	Average Stopped Delay Per Vehicle
A	≤ 10.0 Seconds
B	10.1 - 20.0 Seconds
C	20.1 - 35.0 Seconds
D	35.1 - 55.0 Seconds
E	55.1 - 80.0 Seconds
F	≥ 80.1 Seconds

The results of the analysis of the signalized intersections in the study area are presented below (computer analysis output in Appendix)..

Signalized Intersection Analysis

Location	Pre-Development		Post-Development/	
	LOS	Control Delay (sec)	LOS	Control Delay (sec)
Congress @ Jetport Access	C	22.5	C	22.6
Johnson @ Airport Access	D	48.9	D	49.7

As can be seen, the proposed development will not substantially alter the level of service or delay at the intersections. In addition, the reconstruction of the Johnson Road @ Airport Access

Road intersection is expected to provide more capacity (i.e. lanes) and should improve the Level of Service.

Safety

Safety data for the most recent available 3 year period (1996-98) was obtained from the Accident Records Section of the MDOT Bureau of Planning for roadways in the vicinity of the site. A summary of the accident history in the area is presented in the table below.

1996-98 Accident History in Site Vicinity

LOCATION	1996-98 ACCIDENTS	ANNUAL AVERAGE	CRITICAL RATE FACTOR ³
Johnson Road @ Airport Access Road	56	18.67	1.65
Johnson Road/ Airport Access to Congress	10	3.33	0.41
Congress Street @ Johnson Road	20	6.67	0.49
Congress Street/ Johnson Road to Garrison Street*	42	14.00	1.16
Congress Street @ Garrison	9	3.00	0.72
Congress Street/ Garrison to Westbrook	18	6.00	0.71
Congress Street @ Westbrook	42	14.00	0.95
Airport Access Road/ Johnson to Portland-S, Portland TL	1	0.33	0.07
Airport Access @ TL	0	0	0
Airport Access/ TL to Westbrook St	4	1.33	0.83

* Includes Congress @ Jetport Access Road intersection.

³ The Critical Rate Factor is a statistical measure which compares the accident frequency at a location to similar locations throughout the State. A Critical Rate Factor of 1.00 or greater indicates that the location has a higher frequency of accidents than would be expected due to random occurrence, with a 99 percent level of confidence.

MDOT guidelines for identification of a High Accident Location (HAL - indicating a potential safety deficiency) is that a location must experience 8 or more accidents in a 3 year period and have a Critical Rate Factor of 1.00 or greater. Two of the locations satisfy the criteria - Johnson Road @ Airport Access Road and Congress Street from Johnson Road to Garrison Street. The former location will be reconstructed in the near future, thus the existing accident history is not applicable in assessing mitigation (although it should be considered during the design so that any physical or operating deficiencies can be addressed in the re-design). The latter location contains a signalized intersection which undoubtedly affects the number of accidents and the Critical Rate Factor. Separation of this single link into two links and a node would likely indicate that it is not a high accident location.

Summary of Findings

The proposed Hilton Garden Inn is projected to generate 49 vehicle trips during the PM peak hour - 24 entering and 25 exiting the site. The intersections of Congress @ Jetport and Johnson @ Airport Access Road are projected to operate at satisfactory levels of service for both pre and post-development traffic projections. There are 2 High Accident Locations in the immediate vicinity of the site, based upon 1996-98 accident data, but because one location will be reconstructed in the near future and the other, when reconfigured to reflect the current traffic signalized intersection located on the link, is not expected to be a HAL, no further analysis is deemed necessary.

APPENDIX

HCS: Signals Release 3.1b

Inter: JOHNSON @ AIRPORT ACCESS
 Analyst: ETE
 Date: 9/3/99
 E/W St: AIRPORT/TPK CONN

City/St: PORTLAND
 Proj #: 99066
 Period: 2000 PM BASE
 N/S St: JOHNSON RD

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	1	1	1	0	1	1	1	1	1	1
LG Config	L	T	R	L	TR		L	T	R	L	T	R
Volume	201	36	394	164	127	26	564	735	100	8	561	383
Lane Width	12.0	12.0	12.0	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vol			0			0			0			0

Duration 1.00 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A		
Thru		A			Thru	A	A	
Right			A		Right	A	A	
Peds					Peds			
WB Left	A				SB Left		A	
Thru		A			Thru		A	
Right			A		Right		A	
Peds					Peds			
NB Right					EB Right	A		
SB Right	A				WB Right			
Green	11.5	9.0				31.0	28.5	
Yellow		3.0					3.0	
All Red	0.0	2.0				0.0	2.0	
Cycle Length:	90.0	secs						

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/c	Delay	LOS	Delay	LOS

Eastbound								
L	231	1805	0.92	0.128	94.0	F		
T	190	1900	0.20	0.100	37.7	D	41.9	D
R	808	1615	0.51	0.500	15.7	B		
Westbound								
L	231	1805	0.75	0.128	51.6	D		
TR	185	1852	0.87	0.100	83.8	F	67.1	E
Northbound								
L	622	1805	0.95	0.344	67.5	E		
T	1256	1900	0.62	0.661	9.6	A	32.7	C
R	1068	1615	0.10	0.661	5.6	A		
Southbound								
L	224	707	0.04	0.317	21.3	C		
T	602	1900	0.98	0.317	87.6	F	58.0	E
R	808	1615	0.50	0.500	15.5	B		
Intersection Delay = 48.9 (sec/veh)					Intersection LOS = D			

Inter: JOHNSON @ AIRPORT ACCESS
 Analyst: ETE
 Date: 9/3/99
 E/W St: AIRPORT/TPK CONN

City/St: PORTLAND
 Proj #: 99065
 Period: 2000 PM BUILD
 N/S St: JOHNSON RD

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	1	1	1	0	1	1	1	1	1	1
LGConfig	L	T	R	L	TR		L	T	R	L	T	R
Volume	201	42	394	171	132	26	564	735	106	8	561	383
Lane Width	12.0	12.0	12.0	12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vol			0			0			0			0

Duration 1.00 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left		A						
Thru					A			
Right			A			A		
Peds					A	A		
WB Left		A						
Thru								
Right			A					
Peds								
NB Right								
SB Right		A						
Green		11.5	9.0					
Yellow			3.0			31.0	28.5	
All Red		0.0	2.0				3.0	
Cycle Length: 90.0			secs			0.0	2.0	

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/c	Delay	LOS	Delay	LOS
Eastbound								
L	231	1805	0.92	0.128	94.0	F		
T	190	1900	0.23	0.100	37.9	D	41.9	D
R	808	1615	0.51	0.500	15.7	B		
Westbound								
L	231	1805	0.78	0.128	55.3	E		
TR	185	1854	0.90	0.100	95.1	F	74.4	E
Northbound								
L	622	1805	0.95	0.344	67.5	E		
T	1256	1900	0.62	0.661	9.6	A	32.5	C
R	1068	1615	0.10	0.661	5.6	A		
Southbound								
L	224	707	0.04	0.317	21.3	C		
T	602	1900	0.98	0.317	87.6	F	58.0	E
R	808	1615	0.50	0.500	15.5	B		
Intersection Delay = 49.7 (sec/veh)					Intersection LOS = D			

HCS: Signals Release 3.1b

Inter: CONGRESS AT JETPORT
 Analyst: ETE
 Date: 9/3/99
 E/W St: CONGRESS

City/St: PORTLAND
 Proj #: 99066
 Period: 2000 PM BASE
 N/S St: JETPORT/UNUM

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound			
	L	T	R	L	T	R	L	T	R	L	T	R	
No. Lanes	1	2	0	1	2	0	0	1	1	1	1	0	
LGConfig	L	TR		L	TR			LT	R		L	TR	
Volume	11	1352	29	150	990	22	20	3	228		200	6	12
Lane Width	12.0	12.0		12.0	12.0			12.0	12.0		12.0	12.0	
RTOR Vol			0			0			0				0

Duration 1.00 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A		
Thru			A		Thru	A		
Right			A		Right	A		
Peds					Peds			
WB Left	A	A			SB Left	A		
Thru		A	A		Thru	A	A	
Right		A	A		Right	A	A	
Peds					Peds			
NB Right	A	A			EB Right			
SB Right	A				WB Right			
Green	3.0	15.0	42.0			14.0	6.0	
Yellow		0.0	3.0			0.0	3.0	
All Red	0.0	0.0	2.0			0.0	2.0	
Cycle Length:	90.0	secs						

Intersection Performance Summary

Appr/Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	60	1805	0.20	0.033	44.0	D		
TR	1679	3598	0.87	0.467	26.8	C	27.0	C
Westbound								
L	361	1805	0.44	0.200	32.4	C		
TR	2279	3598	0.47	0.633	8.7	A	11.8	B
Northbound								
LT	94	1404	0.26	0.067	41.3	D	26.4	C
R	520	1615	0.46	0.322	24.9	C		
Southbound								
L	281	1805	0.75	0.156	47.8	D		
TR	379	1705	0.05	0.222	27.6	C	46.2	D

Intersection Delay = 22.5 (sec/veh) Intersection LOS = C

Inter: CONGRESS AT JETPORT
 Analyst: ETE
 Date: 9/3/99
 E/W St: CONGRESS

City/St: PORTLAND
 Proj #: 99066
 Period: 2000 PM BUILD
 N/S St: JETPORT/UNUM

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	2	0	1	2	0	0	1	1	1	1	0
LGConfig	L	TR		L	TR			LT	R	L	TR	
Volume	11	1352	29	162	990	22	21	3	240	200	6	12
Lane Width	12.0	12.0		12.0	12.0			12.0	12.0	12.0	12.0	
RTOR Vol			0			0			0			0

Duration 1.00 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A							
Thru			A			A		
Right			A			A		
Peds								
NB Left		A						
Thru			A					
Right			A					
Peds								
SB Left					A			
Thru					A	A		
Right					A	A		
Peds								
EB Right		A	A					
SB Right		A						
Green	3.0	15.0	42.0		14.0	6.0		
Yellow		0.0	3.0		0.0	3.0		
All Red	0.0	0.0	2.0		0.0	2.0		
Cycle Length:	90.0 secs							

Intersection Performance Summary

Appr/Lane	Lane Group	Adj Sat Flow Rate	Ratios		Lane Group		Approach	
Grp	Capacity	(s)	v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	60	1805	0.20	0.033	44.0	D		
TR	1679	3598	0.87	0.467	26.8	C	27.0	C
Westbound								
L	361	1805	0.47	0.200	32.8	C		
TR	2279	3598	0.47	0.633	8.7	A	12.1	B
Northbound								
LT	93	1402	0.27	0.067	41.5	D	26.7	C
R	520	1615	0.49	0.322	25.2	C		
Southbound								
L	281	1805	0.75	0.156	47.8	D		
TR	379	1705	0.05	0.222	27.6	C	46.2	D

Intersection Delay = 22.6 (sec/veh) Intersection LOS = C

Exhibit 14

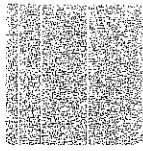
Surface Drainage and Runoff

Surface Drainage and Runoff

The existing site is undeveloped. The land use consists of grass, brush and small tree growth on the majority of the property, with forested wetland along the rear (northwest) side of the property. The ground cover along the front of the property has been disturbed through the recent construction of the Jetport Crossroad. The on-site surface runoff sheet flows or travels in shallow concentrated flow paths toward the wetland area on the north side of the property. There are no apparent drainage problems on the existing site.

Exhibit 15

Stormwater Management



Sebago Technics

Engineering & Planning for the future

Stormwater Runoff Evaluation/ Erosion & Sediment Control Plan

Widewaters New Castle Portland Company, LLC

5786 Widewaters Parkway

P. O. Box 3

Dewitt, NY 13214-0003

October 1999

prepared by:

Sebago Technics, Inc.

One Chabot Street

P. O. Box 1339

Westbrook, ME 04098-1339