

**Town of Kittery  
Planning Board Meeting  
October 13, 2016**

**Landmark Plaza – Major Subdivision Preliminary Plan Review – Completeness Review**

Action: Accept or deny application; Schedule a public hearing. Owner, Landmark Properties, LTD, and applicant, Mike Arata, requests consideration of a 14-unit subdivision within two existing structures located at 518 U.S. Route 1 in the Mixed Use (MU) Zone. Agent is Tom Harmon, Civil Consultants.

**PROJECT TRACKING**

REQ'D	ACTION	COMMENTS	STATUS
NO	Site Visit		
YES	Preliminary Plan Review Completeness/Acceptance	Scheduled for 10/13/2016	PENDING
YES	Public Hearing		
YES	Preliminary Plan Approval		
YES	Final Plan Review and Decision		

Applicant: Prior to the signing of the approved Plan any Conditions of Approval related to the Findings of Fact along with waivers and variances (by the BOA) must be placed on the Final Plan and, when applicable, recorded at the York County Registry of Deeds. PLACE THE MAP AND LOT NUMBER IN 1/4" HIGH LETTERS AT LOWER RIGHT BORDER OF ALL PLAN SHEETS. As per Section 16.4.4.13 - Grading/Construction Final Plan Required. - Grading or construction of roads, grading of land or lots, or construction of buildings is prohibited until the original copy of the approved final plan endorsed has been duly recorded in the York County registry of deeds when applicable.

**Background**

This is the first review for a proposed subdivision located at 518 State Route 1 in the Mixed Use Zone, previous location of commercial businesses including Domino’s Pizza. The applicant proposes to change the use of the second stories of the two existing buildings from commercial to residential, thereby converting the buildings to mix-use, containing a total 14 2-bedroom, age restricted apartment units.

At the time of these notes, Staff has not completed a full review of the project. The purpose of this review is to determine completeness of the preliminary application, as well as determine what, if any, additional information the Board may require prior to their substantial review of the preliminary plan application.

**Staff Review**

Staff notes are in reference to the attached submission checklist.

1. The boundaries on the subdivision plan were referenced from a plan dated 10/18/1972, prepared by Moulton Engineering. A copy of this survey is included with the application.
2. The plan should be revised to include an arrow indicating true north.
3. Subdivision plan is missing characteristics of the lot, such as total lot size and reserved open space. The development requires 35% of the lot be preserved as open space. In addition, the number of the proposed unit on the application is 13, however the number of proposed units depicted on the subdivision plan is 14. The applicant should either revise the subdivision application, or the plan.
4. The proposed development is within two existing structures and utilizes existing parking spaces. New physical development to the lot is limited to three decks attached to the rear building and

walk/entry ways and windows to the front building. No other physical development to the site is proposed.

5. The front building is currently connected to public sewer. The rear is serviced by a septic system (depicted on plan). The applicant intends to connect the rear building to public sewer as part of the development.
6. The site is currently connected to town water. However, the Board may want to request the applicant obtain an approval letter from Kittery Water District, as the proposed use is an increase in intensity from what exists.

### **Recommendation**

As a site plan, a public hearing is required. The application appears sufficient to schedule a public hearing. In addition, the Board should determine whether a site walk is necessary or warranted. If the board determines a site walk is warranted, the Board may want to schedule one prior to the public hearing.

*Move to accept the preliminary subdivision plan application dated September 22, 2016 from owner, owner, Landmark Properties, LTD, and applicant, Mike Arata, for 518 U.S. Route 1 (Tax Map 67 Lot 2) in the Mixed Use Zone.*

*And*

*Move to schedule a public hearing for the preliminary subdivision plan, owner, Landmark Properties, LTD, and applicant, Mike Arata, for 518 U.S. Route 1 (Tax Map 67 Lot 2) in the Mixed Use Zone for November 10, 2016.*

Town of Kittery

SUBMISSION CONTENTS CHECKLIST  
COMPLETE PRELIMINARY PLAN

**Applicants Name:** Mike Arata      **Agent:** Tom Harmon      **Email:** tharmon@civcon.com  
**Project Name:** Landmark Hill Plaza      **Date of Submission:** 9/22/2016      **Map-Lot:** M 67 L 2

In accordance with Title 16.10.5.2, a completed application must be submitted to the Town Planner no later than 21 days prior to the meeting date for the item to be included on the agenda. The submission must include on the plan or attached thereto, the following items, unless upon the applicant's written request, the Planning Board, by formal action, waives or defers any requirement(s) for submission

<u>Submittal Requirement</u>	<u>Applicant Response</u>	<u>Staff Response</u>
1. A minimum of fifteen (15) paper copies of the application form, plan and all attachments thereto plus, if applicable, five (5) paper copies of the 24"x36" size plan sheets		X
2. Plans must:		
a. Plan sheets drawn on a reproducible medium and measure no less than 11"x17" and no larger than 24"x36",		X
b. Scale of the drawings no greater than 1"=30' for developments less than ten (10) acres, and 1"=50' for all others		X
c. Code block in the lower right-hand corner. The block must contain:		
i. Name(s) and address(s) of the applicant and owner		X
ii. Name of the project		X
iii. Name and address of the preparer of the plan, with professional seal, if applicable		X
iv. Date of plan preparation/revision, and a unique ID number for the plan and any revisions		X
d. Standard boundary survey conducted by a surveyor licensed in the state of Maine, in the manner recommended by the State Board of Registration for Land Surveyors		See staff note #1
e. An arrow showing true north and the magnetic declination, a graphic scale, and signature blocks for the owner(s) and members of the Planning Board		See staff note #2
f. Locus map showing the property in relation to surrounding roads, within two thousand (2,000) feet of any property line of the development		x
g. Surveyed acreage of the total parcel, of rights-of-way, wetlands, and area to be disturbed and amount of street frontage.		See staff note #3

h. Names and addresses of all owners of record of property abutting the development, including those across the street.		x
i. Locations of essential physical features such as watercourses, forest cover, and outcroppings		See staff note #3
j. Proposed development area conditions including, but not limited to:		See staff note #4
i. Structures; their location and description including signs, to be placed on the site, floor plan of exterior walls and accesses located within 100' of the property line		x
ii. Utilities proposed including power, water, sewer, holding tanks, bridges, culverts and drainage ways		x
iii. Sewage facilities type and placement. Test pit locations, at least two of which must meet the state of Maine Plumbing Code Requirements, must be shown		X See staff note #5
iv. Domestic water source		x
v. Parks, open space, or conservation easement locations		See staff note #3
vi. Lot lines, interior and exterior, right-of-way, and street alignments		x
vii. Road and other paved ways plans, profiles and typical sections including all relevant data		n/a
viii. Setbacks, existing and proposed		x
ix. Machinery permanently installed locations likely to cause appreciable noise at the lot lines		n/a
x. Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature		n/a
xi. Topographic contours of existing contours and finished grade elevations within the development		x
xii. Pedestrian ways/sidewalks, curbs, driveways, fences, retaining walls and other artificial features locations and dimensions proposed		x
xiii. Temporary markers locations adequate to enable the Planning Board to readily locate and appraise the layout of the development		n/a
xiv. Land proposed to be dedicated to public use and the conditions of such dedication		None proposed
xv. Natural features or site elements to be preserved		See staff note #3
3. Supporting documentation must include		
a. Vicinity map and aerial photograph showing the property in relation to surrounding properties, roads, geographic, natural resource (wetland, etc.), historic sites, applicable comprehensive plan features such as proposed park locations, land uses, zones, and other features within 500' from any boundary of the proposed development		x

b. Existing development area conditions including but not limited to:		
i. Location and description of all structures, including signs, existing on the site, together with accesses located within 100' of the property line		x
ii. Essential physical features such as watercourses, wetlands, flood plains, wildlife habitat areas, forest cover, and outcroppings		None shown
iii. Utilities existing, including power, water, sewer, holding tanks, bridges, culverts and drainage ways		x
c. Legal interest documents showing legal interest of the applicant in the property to be developed. Such documents must contain the description upon which the survey was based		x
d. Property encumbrances currently affecting the property, as well as any proposed encumbrances		None shown
e. Water District approval letter, if public water is used, indicating there is adequate supply and pressure to be provided to the development.		See staff note #6
f. Erosion and sedimentation control plan endorsed by the York County Soil and Water Conservation District or the Town's engineering consultant		See staff note #4
g. Stormwater management preliminary plan for stormwater and other surface water drainage prepared by a registered professional engineer including the general location of stormwater and other surface water drainage areas		See staff note #4
h. Soil survey for York County covering the development. Where the soil survey shows soils with severe restrictions for development, a high intensity Class "A" soils survey must be provided		See staff note #4
i. Vehicular traffic report estimating the amount and type of vehicular traffic that will be generated by the development on a daily basis and for peak hours		Not provided
j. Traffic impact analysis in accordance with Title 16.10.5.2.D.1 for development involving 40 or more parking spaces or which are projected to generate more than 400 vehicle trips per day		n/a
k. Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator		See staff note #5
l. Town Sewage Department or community system authority letter, when sewage disposal is to be through a public or community system, approving the connection and its location		n/a





**CIVIL  
CONSULTANTS**

*Engineers*

*Planners*

*Surveyors*

*P.O. Box 100*

*293 Main Street*

*South Berwick*

*Maine*

*03908*

*207-384-2550*

September 22, 2016

Mr. Christopher DiMatteo, Town Planner  
Town of Kittery  
200 Rogers Road  
Kittery ME 03904

Re: Landmark Hill Tax Map 67, Lot 2 Subdivision Application (Arata)

Dear Mr. DiMatteo:

Attached please find materials in support of the referenced application. We have provided 15 sets of material for your initial review. In addition 5 sets of 22"x34" plans have been provided.

These include:

- Completed subdivision application
- Consultant generated memo response
- Copy of USGS sheet
- Copy of FEMA mapping
- Copy of Kittery Tax Map
- Abutter's List
- Abutter Notification certification
- Building Plans, A1, A2, 7 A3 (11"x17") indicating location of new residential units
- Copy of Purchase and Sales Agreement
- Copy of Moulton Boundary Survey
- Plan Set
  - Cover Sheet with Aerial Photo of Surrounding Area
  - Existing Conditions Plan
  - Plan with Proposed Changes

A check for application fees will be provided under separate cover.

Should you have any questions feel free to contact us.

Very truly yours,

CIVIL CONSULTANTS

Thomas W. Harmon, PE  
Principal

Enclosures



# TOWN OF KITTEERY MAINE

## TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904

PHONE: (207) 475-1323

Fax: (207) 439-6806

[www.kittery.org](http://www.kittery.org)

### SUBDIVISION DEVELOPMENT PLAN REVIEW

<b>FEE FOR REVIEW:</b>	<input checked="" type="checkbox"/> \$500.00 PLUS	<input checked="" type="checkbox"/> \$500.00/LOT OR DWELLING UNIT	<input type="checkbox"/> Minor Development: not more than 4 lots  <input checked="" type="checkbox"/> Major Development: 5 or more lots	<b>Fee Paid:</b> \$ _____ <b>Date:</b> _____  <b>Escrow Fee Paid:</b> \$ _____ <b>Date:</b> _____

<b>PROPERTY DESCRIPTION</b>	Parcel ID	Map	67	Lot	2	Zone(s): Base: <u>Mixed-Use</u> Overlay: _____ MS4	Total Land Area	4.97 acres
	Physical Address		518 Route US Route 1					

<b>PROPERTY OWNER'S INFORMATION (print clearly)</b>	Name	Landmark Properties, LTD	Mailing Address	P.O. Box 186 York, ME 03909-0186
	Phone			
	Fax			
	Email			

<b>PROPERTY APPLICANT INFORMATION</b>	Name	Mike Arata East West Mechanical Engineering, LLC	Mailing Address	607 Bald Hill Road New Gloucester, ME 04260
	Phone	207-713-4668		

	Email	mike.arata@wemengineer.com		
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<b>APPLICANT'S AGENT INFORMATION (print clearly)</b>	Name	Thomas W. Harmon, PE	Mailing Address	CIVIL CONSULTANTS  293 Main Street PO Box 100 South Berwick, ME 03908
	Phone	207-384-2550		
	Fax	207-384-2112		
	Email	tharmon@civcon.com		

<b>PROJECT DESCRIPTION</b>	<b>Existing Use(s): Commercial property with multiple tenants and one dwelling unit.</b>			

<b>Number of Proposed UNITS:</b>	<b>13</b>	<b>Subdivision Name</b>	<b>Landmark Hill</b>
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<b>PROJECT DESCRIPTION</b>	<b>Proposed Use:</b> The applicant is applying for subdivision approval to revise the existing facility by converting commercial space to residential units. All residential units will be in an upper story, with 10 units being placed in the front building and three being added to the single unit currently in the rear building. Exterior modifications will be limited to the addition of doors and windows in the front building and rear decks for the rear building. The front building currently has fire protection and protection will be added to the rear building in conjunction with the renovations. It is the current intent to utilize existing exterior lines to connect the rear building to municipal sewage			
	Design: (check)	<input type="checkbox"/> <u>N/A</u> Conventional	Responsibilities: (check)	<input checked="" type="checkbox"/> <u>Total</u> Development
		<input type="checkbox"/> <u>N/A</u> Cluster Development		<input type="checkbox"/> <u>N/A</u> Landscaping
	Ownership: (check)	<input checked="" type="checkbox"/> <u>Fee- Simple</u>		<input type="checkbox"/> <u>N/A</u> Other
		<input type="checkbox"/> <u>Condominium</u>		<input checked="" type="checkbox"/> <u>Post-Construction Storm Water Runoff System Maintenance</u>
Homeowner's Association	<input type="checkbox"/> <u>YES</u> <input checked="" type="checkbox"/> <u>NO</u>			

<b>PROJECT DESCRIPTION</b>	<b>*Special Exception Use Only</b>			
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<b>Title 16.7.4.1:</b>		In granting modifications or waivers, the Planning Board must require such conditions as will, in its judgment, substantially meet the objectives of the requirements so waived or modified.
<b>REQUE STED WAIVE RS</b>	<b>Ordinance Section</b>	<b>Describe why this request is being made.</b>
***EXAMPLE*** 16.32.560 (B)- OFFSTREET PARKING.	***EXAMPLE***	Requesting a waiver of this ordinance since the proposed professional offices have a written agreement with the abutting Church owned property to share parking.

**ABUTTER NOTIFICATION**

**16.10.5.1.1. Preliminary Plan Application Filing and Completeness Review.** The application must be accompanied by a Plan and the required fee together with a certification the applicant has notified abutters by mail of the filing of the Plan application for approval.

Submitted Applications must include a list of the names and addresses of the abutters and date notification mailed.  
The abutter Notice of Filing must include the owner/applicant name, address and description of the proposed project.

**Applications will not be accepted without submittal of all plan requirements as specified herein, and without a complete, signed application page (page 5).**

**16.10.8.2.5 - Conditions or Waivers.**

Conditions required by the Planning Board at the final plan review phase must have been met before the final plan may be given final approval unless so specified in the condition or specifically waived, upon written request by the applicant, by formal Planning Board action wherein the character and extent of such waivers which may have been requested are such that they may be waived without jeopardy to the public health, safety and general welfare.

**Title 16.10.8.2.6 - Conditions on Plan**

The decision of the Planning Board, plus any conditions, must be noted on three copies of the final plan to be recorded at the York County Registry of Deeds, when required. One copy must be returned to the applicant, one retained by the Town Planner and one forwarded to the Code Enforcement Officer.

Minimum conditions include:

1. Prior to the issuance of a Building Permit by the Town’s Code Enforcement Officer, the Developer must submit:
  - A. A recorded copy of the Plan and all related legal documents that may be required.
  - B. Payment of all outstanding fees associated with the permitting, including, but not limited to, Town Attorney fees, peer review, newspaper advertisements and abutter notification.
  - C. A Performance Guarantee and/or an escrow account to pay for any required field inspections (see attached ‘Cost Estimates’).
2. Before construction or soil disturbance:
  - A. The owner and/or developer must stake all corners of the building envelope, as shown on the plan. These markers must remain in place until the Code Enforcement Officer determines construction is completed and there is no danger of damage to areas that are, per Planning Board approval, to remain undisturbed.
  - B. The owner and/or developer, in an amount and form acceptable to the town manager, must file with the municipal treasurer an instrument to cover the cost of all infrastructure and right-of-way improvements and site erosion and stormwater stabilization (see attached ‘Cost Estimates’).

**16.10.9.1.2 - Plan Revisions After Approval**

No Changes, erasures, modifications or revisions may be made to any Planning Board approved final plan, unless in accordance with the Planner’s and CEO’s powers and duties as found in Chapter 16.4, or unless the plan has been resubmitted and the Planning Board specifically approves such modifications.

**I certify, to the best of my knowledge, the information provided in this Application is true and correct, and abutters to the project have been notified., and**

<b>Applicant’s Signature:</b>	<hr/>		
<b>Date:</b>	<hr/>		

**I will not deviate from the approved plan without following code requirements.**

<b>Owner’s Signature:</b>	<hr/>
<b>Date:</b>	<hr/>

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**MEMORANDUM TO KITTERY PLANNING BOARD**  
**FROM: Thomas W. Harmon, P.E.**  
**DATE: September 21, 2016**  
**RE: Landmark Hill, 518 US Route 1, (Arata)**

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**Article V. Preliminary Plan Application Review and Approval Process Phase**  
**16.10.5.1 Planner Review and Confirmation Process- Preliminary Plan.**

<u>Submittal Requirement</u>	<u>Applicant Response</u>
<b>16.10.5.2</b>	
16.10.5.2 Planner Review and Confirmation of Submittal Content - Preliminary Plan. A completed application must include on the plan or attached thereto, the following items, unless upon the applicant's written request, the Planning Board, by formal action, , waives or defers any requirement(s) for submission.	
A. A minimum of fifteen (15) paper copies of the application form, plan and all attachments thereto plus if applicable, five (5) paper copies of the 24 x 36 inches size plan sheets.	<i>Provided.</i>
B. Plan must include:	
1. Plan sheets drawn on a reproducible medium and must measure no less than eleven (11) inches by seventeen (17) inches and no larger than twenty-four (24) inches by thirty-six (36) inches; with a:	<i>Currently paper.</i>
2. Scale of the drawings no greater than one inch equals thirty (30) feet for developments less than ten (10) acres, and one inch equals fifty (50) feet for all others;	<i>1" = 30' provided.</i>
3. Code block in the lower right-hand corner. The block must contain:	<i>Provided.</i>
a. Name(s) and address(es) of the applicant and owner,	<i>Provided.</i>
b. Name of the project.	<i>Provided.</i>
c. Name and address of the preparer of the plan, with professional seal, if applicable,	<i>Provided.</i>
d. Date of plan preparation/revision, and a unique ID number for the plan and any revisions;	<i>Provided.</i>
4. Standard boundary survey conducted by a surveyor licensed in the state of Maine, in the manner recommended by the State Board of Registration for Land Surveyors;	<i>Moulton, 1972 plan provided.</i>
5. An arrow showing true north and the magnetic declination, a graphic scale, and signature blocks for the owners (s) and members of the	<i>Provided.</i>



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<b>16.10.5.2</b> <i>continued</i>	
6. Locus map showing the property in relation to surrounding roads, within two thousand (2,000) feet of any property line of the development,	<i>Aerial photo provided.</i>
7. Surveyed acreage of the total parcel, of rights-of-way, wetlands, and area to be disturbed and amount of street frontage;	<i>Provided on boundary plan. No ROW's, wetlands or disturbance.</i>
8. Names and addresses of all owners of record of property abutting the development, including those across a street;	<i>Check plan.</i>
9. Locations of essential physical features such as watercourses, forest cover, and outcroppings	<i>N/A</i>
10. Proposed development area conditions including, but not limited to:	
a. Structures; their location and description including signs, to be placed on the site, floor plan of exterior walls and accesses located within one hundred (100) feet of the property line;	<i>Indicated on plan.</i>
b. Utilities proposed including power, water, sewer, holding tanks, bridges, culverts and drainage ways;	<i>Utilities existing.</i>
c. Sewage facilities type and placement. Test pit locations, at least two of which must meet the State of Maine Plumbing Code requirements, must be shown;	<i>Public Sewer.</i>
d. Domestic water source;	<i>Public.</i>
e. Parks, open space, or conservation easement locations;	<i>N/A</i>
f. Lot lines, interior and exterior, right-of-way, and street alignments;	<i>N/A</i>
g. Road and other paved ways plans, profiles and typical sections including all relevant data;	<i>N/A</i>
h. Setbacks Existing and proposed;	<i>Shown.</i>
i. Machinery permanently installed locations likely to cause appreciable noise at the lot lines;	<i>N/A</i>
j. Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature;	<i>N/A</i>
k. Topographic contours of existing contours and finished grade elevations within the development;	<i>Existing Provided.</i>
l. Pedestrian ways/sidewalks, curbs, driveways, fences, retaining walls and other artificial features locations and dimensions proposed;	<i>Existing Indicated.</i>
<b>16.10.5.2</b> <i>continued</i>	



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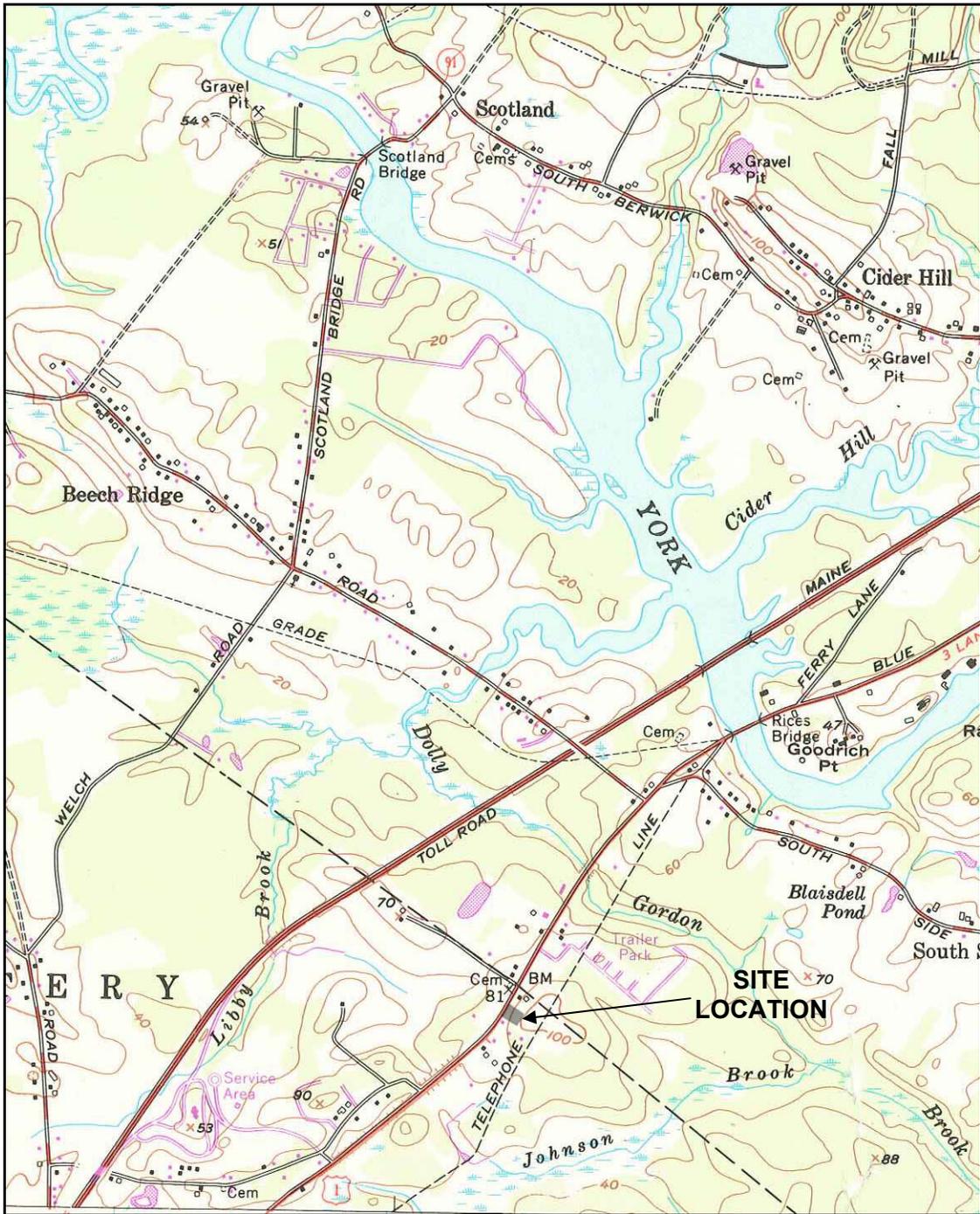
m. Temporary markers locations adequate to enable the Planning Board to readily locate and appraise the layout of the development;	<i>Physical Features.</i>
n. Land proposed to be dedicated to public use and the conditions of such dedication;	<i>N/A</i>
o. Natural features or site elements to be preserved.	<i>N/A</i>
<b>C. Supporting documentation must include:</b>	
1. Vicinity map and aerial photograph showing the property in relation to surrounding properties, roads, geographic, natural resource (wetland, etc.), historic sites, applicable comprehensive plan features such as proposed park locations, land uses, zones, and other features within five hundred (500) feet from any boundary of the proposed development;	<i>Provided.</i>
2. Existing Development Area Conditions including but not limited to:	
a. Location and description of all structures, including signs, existing on the site, together with accesses located within one hundred (100) feet of the property line;	<i>Indicated on plans.</i>
b. Essential physical features such as watercourses, wetlands, flood plains, wildlife habitat areas, forest cover, and outcroppings;	<i>N/A</i>
c. Utilities existing, including power, water, sewer, holding tanks, bridges, culverts and drainage ways;	<i>Indicated.</i>
3. Legal interest documents showing legal interest of the applicant in the property to be developed. Such documents must contain the description upon which the survey was based;	<i>Purchase &amp; Sales provided.</i>
4. Property encumbrances currently affecting the property, as well as any proposed encumbrances;	<i>None known.</i>
5. Water District approval letter, if public water is used, indicating there is adequate supply and pressure to be provided to the development;	<i>Currently connected.</i>
6. Erosion and sedimentation control plan endorsed by the York County Soil and Water Conservation District; or the Town Engineering Consultant (ordained 09/26/11 eff 10/27/11)	<i>N/A. No disturbance.</i>



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<b>16.10.5.2</b> <i>continued</i>	
7. Stormwater management plan for stormwater and other surface water drainage prepared by a registered professional engineer including the general location of stormwater and other surface water drainage area. (ordained 09/26/11 eff 10/27/11)	<i>No proposed disturbance.</i>
8. Soil survey for York County covering the development. Where the soil survey shows soils with severe restrictions for development, a high intensity Class "A" soil survey must be provided;	<i>No proposed disturbance.</i>
9. Vehicular traffic report estimating the amount and type of vehicular traffic that will be generated by the development on a daily basis and for peak hours.	<i>N/A – Existing.</i>
10. Traffic impact analysis in accordance with Section 16.10.5.2D.1 for developments involving forty (40) or more parking spaces or which are projected to generate more than four hundred (400) vehicle trips per day;	<i>N/A – Existing</i>
11. Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator;	<i>N/A</i>
12. Town Sewage Department or community system authority letter, when sewage disposal is to be through a public or community system, approving the connection and its location;	<i>Currently connected.</i>
a. Additional submissions as may be required by other sections of this Code such as for clustered development, mobile home parks, or junkyards must be provided.	<i>None known.</i>
b. Letters of evaluation of the development by the Chief of Police, Fire Chief, Commissioner of Public Works, and, for residential applications, the superintendent of schools, must be collected and provided by the Town Planner.	<i>By planner.</i>
c. Additional Requirements. In its consideration of an application/plan, the Planning Board may at any point in the review, require the applicant to submit additional materials, studies, analyses, and agreement proposals as it may deem necessary for complete understanding of the application.	<i>None known.</i>

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From Kittery Ordinance 20100726 with ammendments20110926, 20120123,20120530, 2012092420130405rid 20160725



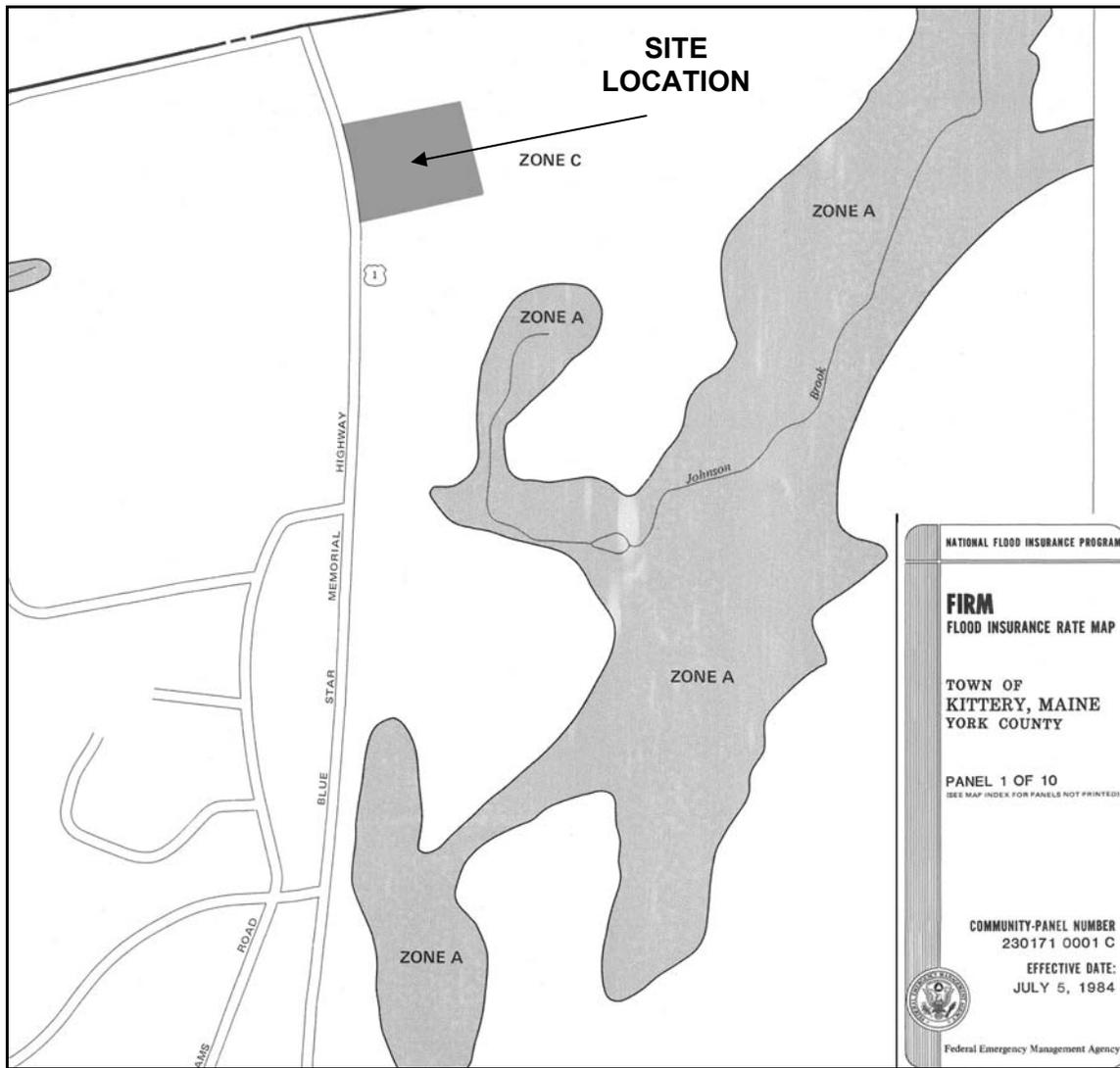
SUBDIVISION APPLICATION Portion of USGS Quadrangle York Harbor		PREPARED FOR: Mike Arata 607 Bald Hill Road New Gloucester, ME 04260	
JOB NO: 1624700	NTS	DATE: September 2016	

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**CIVIL  
CONSULTANTS**

P.O. Box 100 South Berwick, Maine 03908 207-384-2550



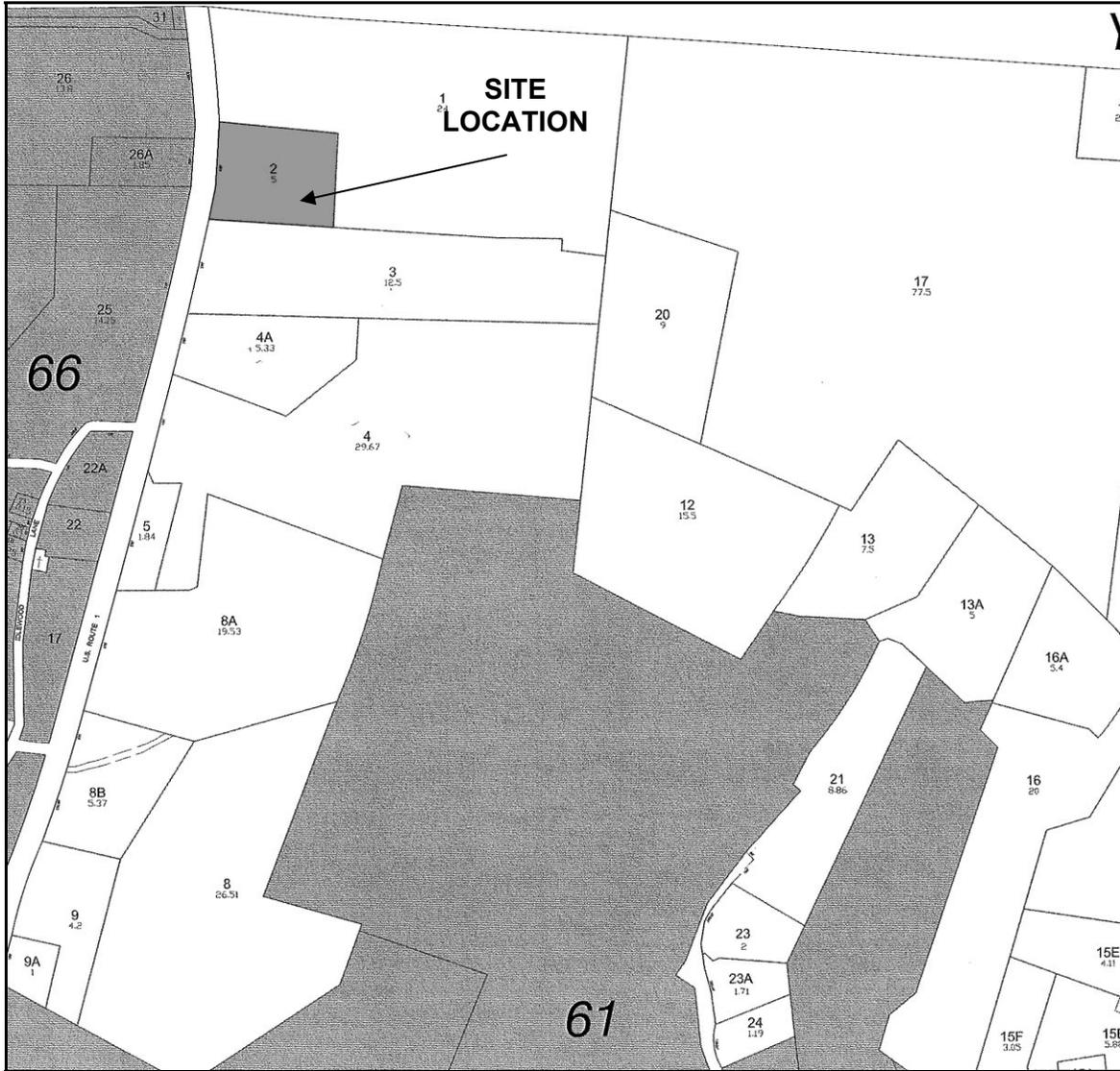
SUBDIVISION APPLICATION Portion of FEMA Panel 230171 0001C - Kittery		PREPARED FOR: Mike Arata 607 Bald Hill Road New Gloucester, ME 04260
JOB NO: 1624700	Scale Reduced	DATE: September 2016

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**CIVIL  
CONSULTANTS**

P.O. Box 100 South Berwick, Maine 03908 207-384-2550



SUBDIVISION APPLICATION Kittery Tax Map 67 Lot 2		PREPARED FOR: Mike Arata 607 Bald Hill Road New Gloucester, ME 04260	
JOB NO: 1624700	Reduced Scale	DATE: September 2016	

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**CIVIL  
CONSULTANTS**

P.O. Box 100 South Berwick, Maine 03908 207-384-2550



**CIVIL  
CONSULTANTS**

Engineers

Planners

Surveyors

P.O. Box 100

293 Main Street

South Berwick

Maine

03908

207-384-2550

September 22, 2016

Abutter Notification

Per the Town of Kittery Ordinance and on behalf of Mike Arata you are being notified of the filing of a preliminary application for a subdivision located on Town of Kittery Tax map 67, lot 4.

Scheduling information is available at the Town of Kittery Planning Office and on the Town's web site.

Very truly yours,  
CIVIL CONSULTANTS

Thomas W. Harmon, PE  
Principal

TWH/rld

J:\aaa\2016\1624700\Planning Board\20160922-Abutterltr.doc

As provided to listed abutter  
9/22/16  


CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Michael Arata, whose mailing address is 607 Bald Hill Rd, New Gloucester, Me 04260 (hereinafter called "Purchaser"), this 5th day of August, 2016, the sum of Nine Thousand Dollars (\$ 9,000.00 ) as earnest money deposit toward purchase and sale of certain real estate owned by Landmark Properties LTD, Brian Olson (hereinafter called the "Seller") and located at 518 US Route 1 in the city/town of Kittery, County of York, State of Maine, described as follows: Landmark Hill Plaza

and being more fully described at said County Registry of Deeds in Book 6289, Page 322, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): apartment appliances

2. PURCHASE PRICE: The total Purchase Price is [redacted] Dollars (\$ [redacted] ), with payment made as follows:

Earnest money deposited on or before 08/12/2016 : \$ [redacted]
Other: [redacted] \$ [redacted]
Other: [redacted] \$ [redacted]
Balance due at closing, in immediately-available funds: \$ [redacted]

3. EARNEST MONEY/ACCEPTANCE: CBRE, The Boulos Co. ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until August 8, 2016 at 5:00 ( [ ] AM [X] PM ). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: Within 30 days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on 09/12/16 (the "Closing Date") to Purchaser by Maine Statutory Short-Form warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

Page 1 of 5 Buyer's Initials MA Seller's Initials LLH

- 6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
- 7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
- 8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
- 9. PRORATIONS: The following items shall be prorated as of the Closing Date:
  - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - b. Fuel.
  - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
  - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
  - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.
  - f. NA
- 10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within 30 days of the Effective Date.

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

- 11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Seller represents: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have 10 days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each Lease within 10 days from delivery of forms therefor. Purchaser shall also on a rolling basis have 10 days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest

Buyer's Initials ML Seller's Initials LLH

money and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenants: The Counseling Center, Hearing Essentials, Child Care Services, The Gathering Place, Our School Nursery, Domino's

12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within \_\_\_\_\_ ( NA ) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than NA % of the purchase price at an initial interest rate not to exceed NA % per annum, amortized over a period of not less than \_\_\_\_\_ ( NA ) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within \_\_\_\_\_ ( NA ) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that NA \_\_\_\_\_ ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. Amy Arata ("Selling Agent") is acting as a Buyers' agent in this transaction and is representing Michael Arata and that Vince Ciampi ("Listing Agent") is acting as a Sellers' agent in this transaction and is representing Landmark Properties LTD, Brian Olson (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

Page 3 of 5 Buyer's Initials MA Seller's Initials LLH

- 17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Buyer.
- 18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.
- 19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.
- 20. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.
- 21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.
- 22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.
- 23. ADDENDA: This Contract has addenda containing additional terms and conditions. Yes  No  .

24. OTHER PROVISIONS:

Within 3 business days, Seller to provide contact info. for all service providers for the last year (including propane, fire sprinkler inspector, etc) and previous years' income statement showing payment history of each current tenant.  
Buyer will assign this contract to an LLC that he will establish. Residential unit to be vacant and free of personal possessions at closing.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

\_\_\_\_\_  
Michael Arata  
Legal Name of Purchaser

\_\_\_\_\_  
Tax ID #

By: \_\_\_\_\_  
DocuSigned by:  
Michael Arata  
Signature

\_\_\_\_\_  
Name/Title, thereunto duly authorized

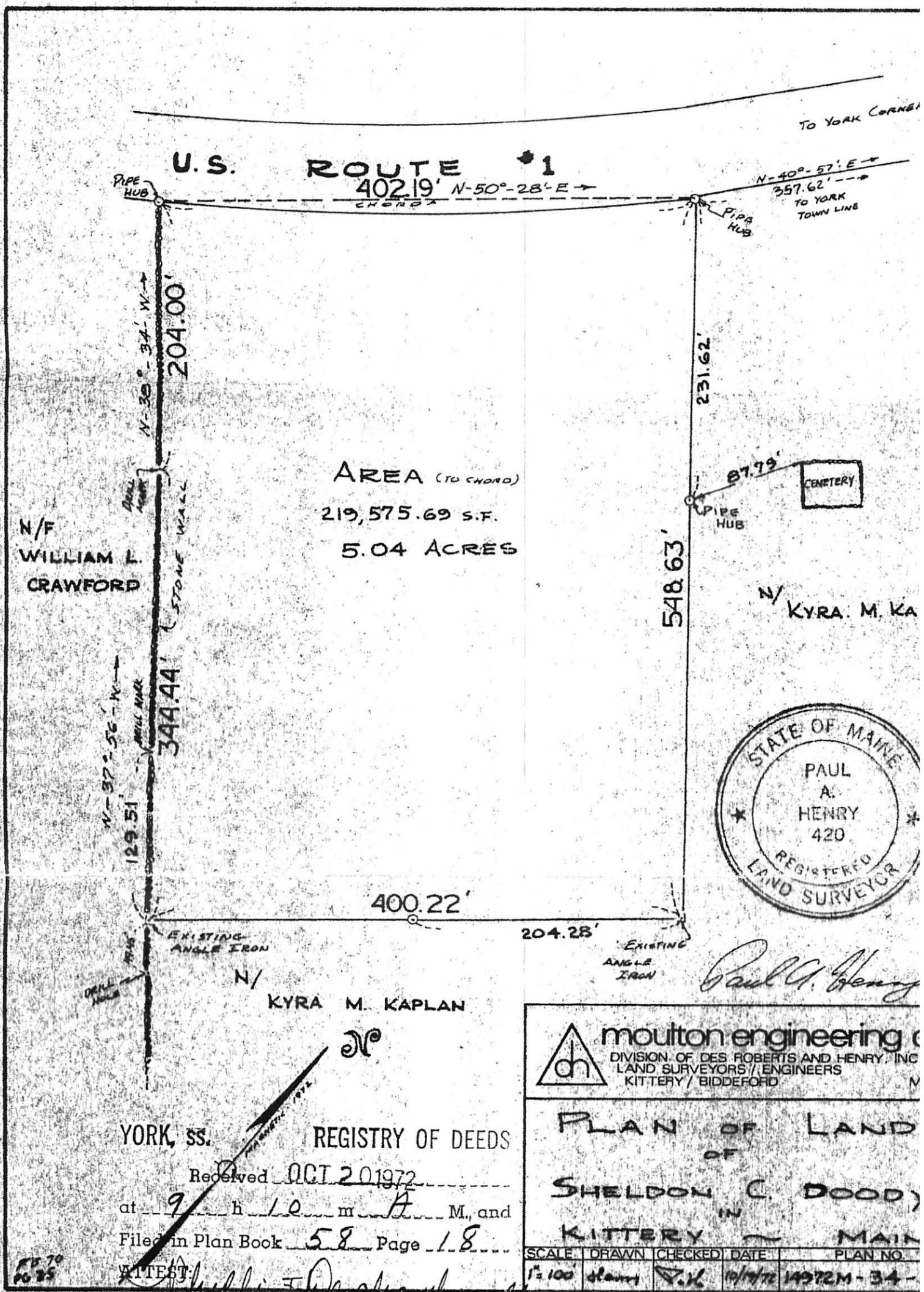
Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \_\_\_\_\_ . In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 10th day of August, 2016 .

\_\_\_\_\_  
Linda L. Hart  
~~Landmark Properties LTD, Brian Olson~~  
Legal Name of Seller

\_\_\_\_\_  
Tax ID #

Buyer's Initials MA Seller's Initials LLH



*Paul A. Henry*

**moulton engineering**  
 DIVISION OF DES. ROBERTS AND HENRY, INC.  
 LAND SURVEYORS/ENGINEERS  
 KITTERY/BIDDEFORD

PLAN OF LAND  
 OF  
 SHELDON C. DOODY  
 IN  
 KITTERY, MAINE

SCALE	DRAWN	CHECKED	DATE	PLAN NO.
1"=100'	dh	V.K.	10/17/72	14972M-34-

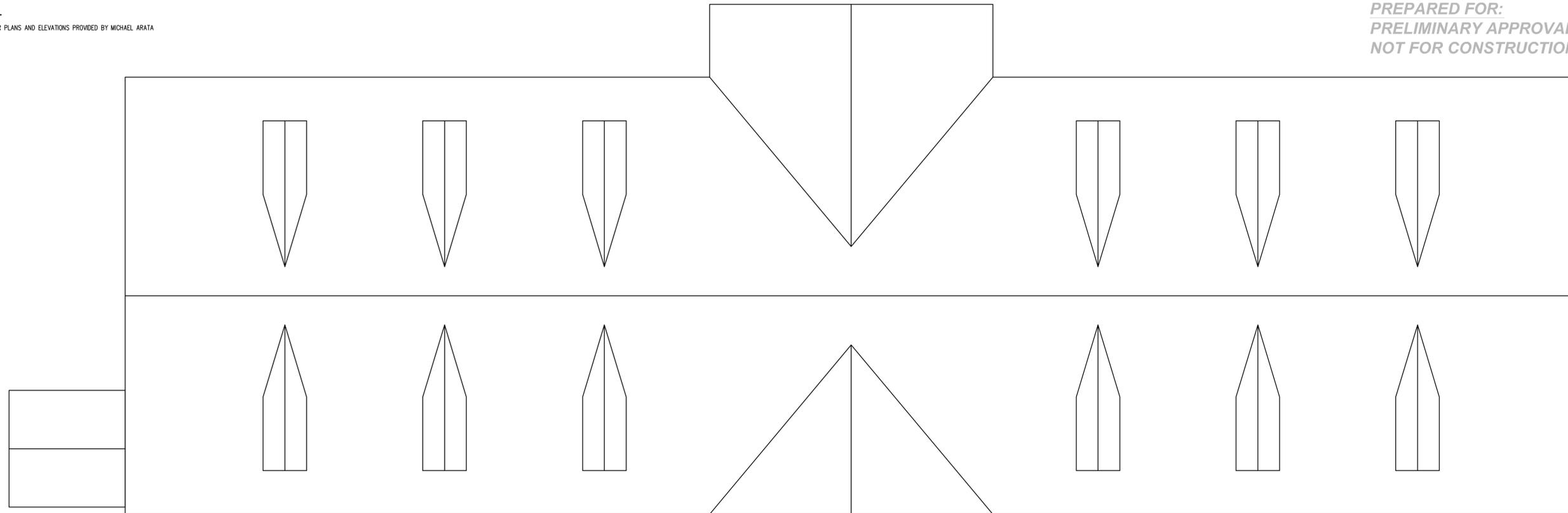
YORK, SS.      REGISTRY OF DEEDS  
 Received OCT 20 1972  
 at 9 h 10 m A M., and  
 Filed in Plan Book 58 Page 18  
 ATTEST *Chyler F. Deschambeault*  
 Register

FB 70  
 PG 25

**NOTE:**

1. FLOOR PLANS AND ELEVATIONS PROVIDED BY MICHAEL ARATA

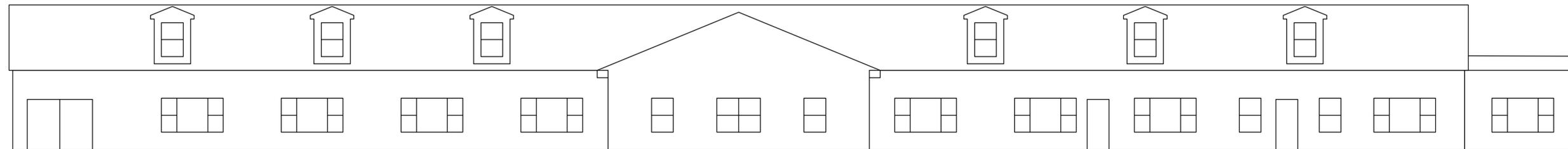
**PREPARED FOR:  
PRELIMINARY APPROVAL  
NOT FOR CONSTRUCTION**



**EXISTING FLOOR PLAN - BUILDING 1**



**EXISTING FRONT ELEVATION - BUILDING 1**



**EXISTING REAR ELEVATION - BUILDING 1**

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**CIVIL CONSULTANTS**  
 Engineers  
 Planners  
 Surveyors  
 P.O. Box 100  
 South Berwick  
 Maine  
 03908  
 207-384-2550  
 www.civcon.com

NO.	REVISIONS	INT.	DATE
1			

RECORD OWNER:  
 LANDMARK PROPERTIES LTD  
 OWNER ADDRESS:  
 P.O. BOX 100  
 YORK, MAINE 03909

**LANDMARK HILL SUBDIVISION  
 REVISIONS TO MULTI-USE BUILDINGS  
 518 U.S. ROUTE 1  
 KITTERY, MAINE 03**

PREPARED FOR:  
 MICHAEL ARATA  
 CLIENT ADDRESS: 607 BALD HILL ROAD NEW GLOUSTER, MAINE 04260

1/8"=1'-0"  
 0' 8'

DATE: 09/21/2016  
 DRAWN BY: MA  
 CHECKED BY:  
 APPROVED BY:

**BUILDING 1  
 EXISTING FLOOR  
 PLAN & ELEVATIONS**

PROJECT NO: 16-247.00

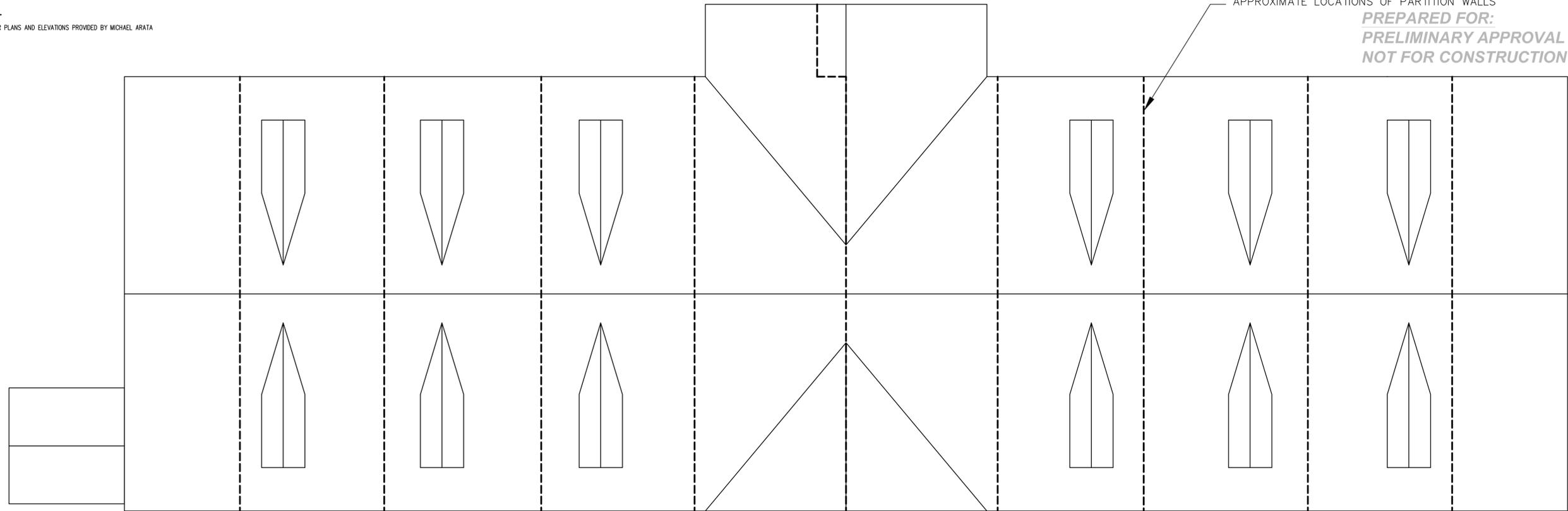
**A1**

SHEET: 1 OF 3

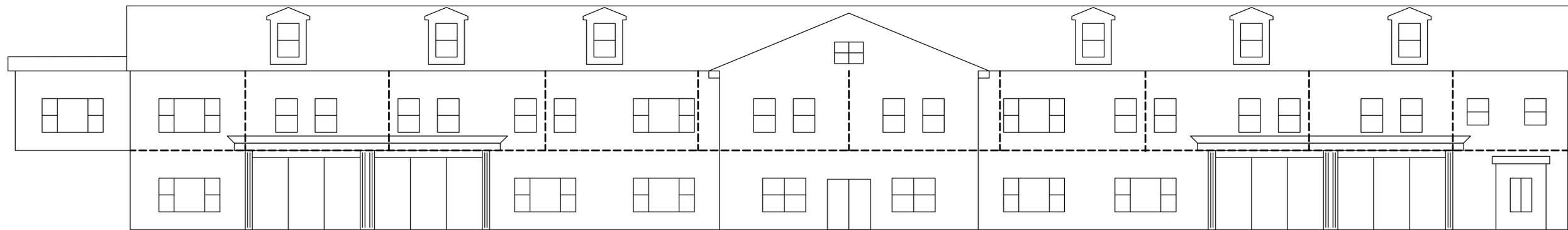
TAX MAP NO. 67 LOT NO. 2

**NOTE:**  
1. FLOOR PLANS AND ELEVATIONS PROVIDED BY MICHAEL ARATA

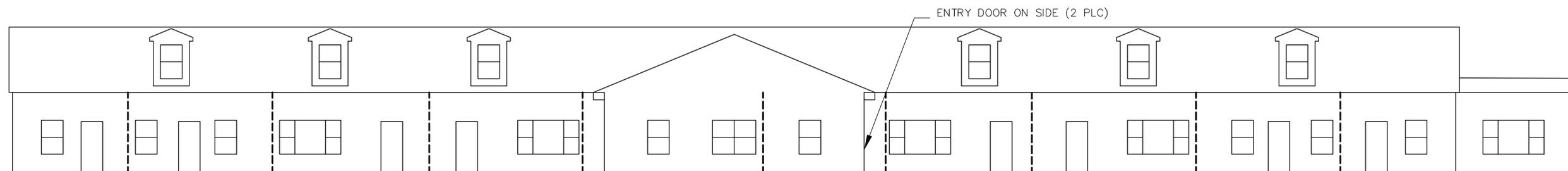
APPROXIMATE LOCATIONS OF PARTITION WALLS  
**PREPARED FOR:**  
**PRELIMINARY APPROVAL**  
**NOT FOR CONSTRUCTION**



**PROPOSED FLOOR PLAN - BUILDING 1**



**PROPOSED FRONT ELEVATION - BUILDING 1**



**PROPOSED REAR ELEVATION - BUILDING 1**

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**CIVIL CONSULTANTS**  
Engineers  
Planners  
Surveyors  
P.O. Box 100  
South Berwick  
Maine  
03908  
207-384-2550  
www.civcon.com

NO.	REVISIONS	INT.	DATE
1			

RECORD OWNER:  
LANDMARK PROPERTIES LTD  
OWNER ADDRESS:  
C/O BOX 100  
YORK, MAINE 03909

**LANDMARK HILL SUBDIVISION  
REVISIONS TO MULTI-USE BUILDINGS  
518 U.S. ROUTE 1  
KITTERY, MAINE 03**  
PREPARED FOR:  
MICHAEL ARATA  
CLIENT ADDRESS: 607 BALD HILL ROAD NEW GLOSTER, MAINE 04260

1/8"=1'-0"  
0' 8'  
DATE: 09/21/2016  
DRAWN BY: MA  
CHECKED BY:  
APPROVED BY:

**BUILDING 1  
PROPOSED FLOOR  
PLAN & ELEVATIONS**

PROJECT NO: 16-247.00

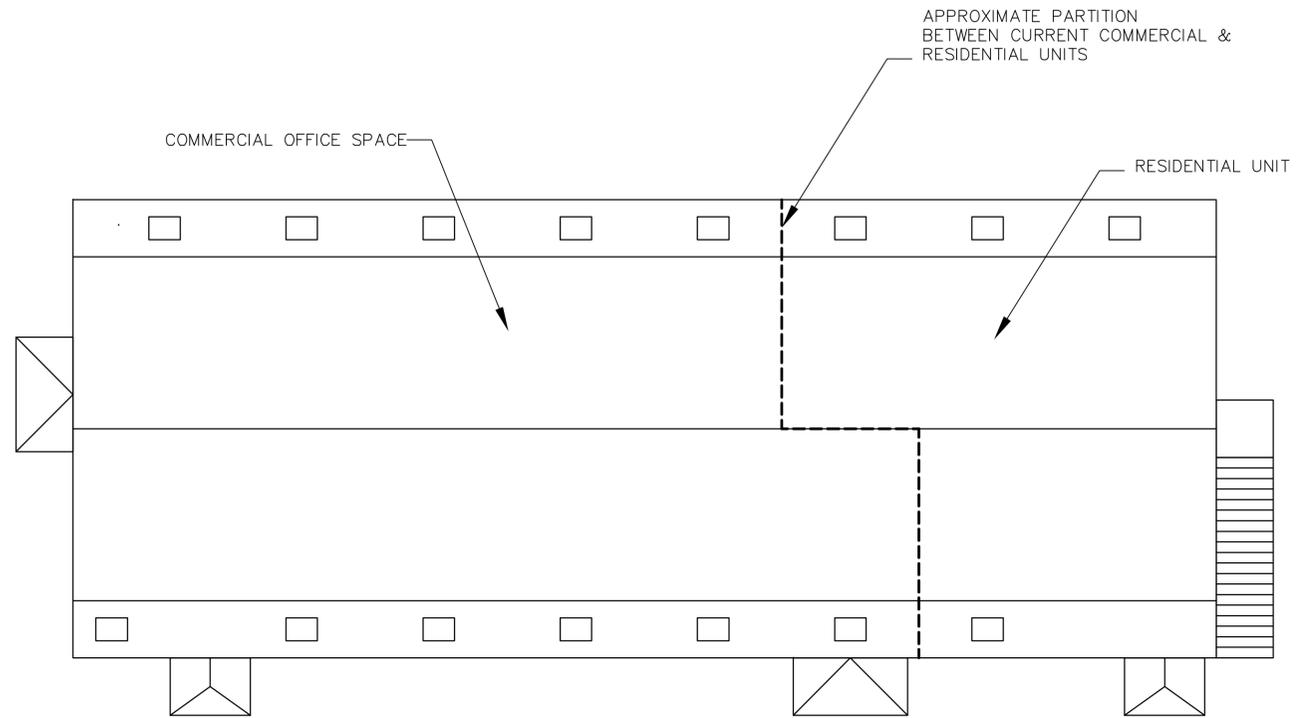
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SHEET: 2 OF 3

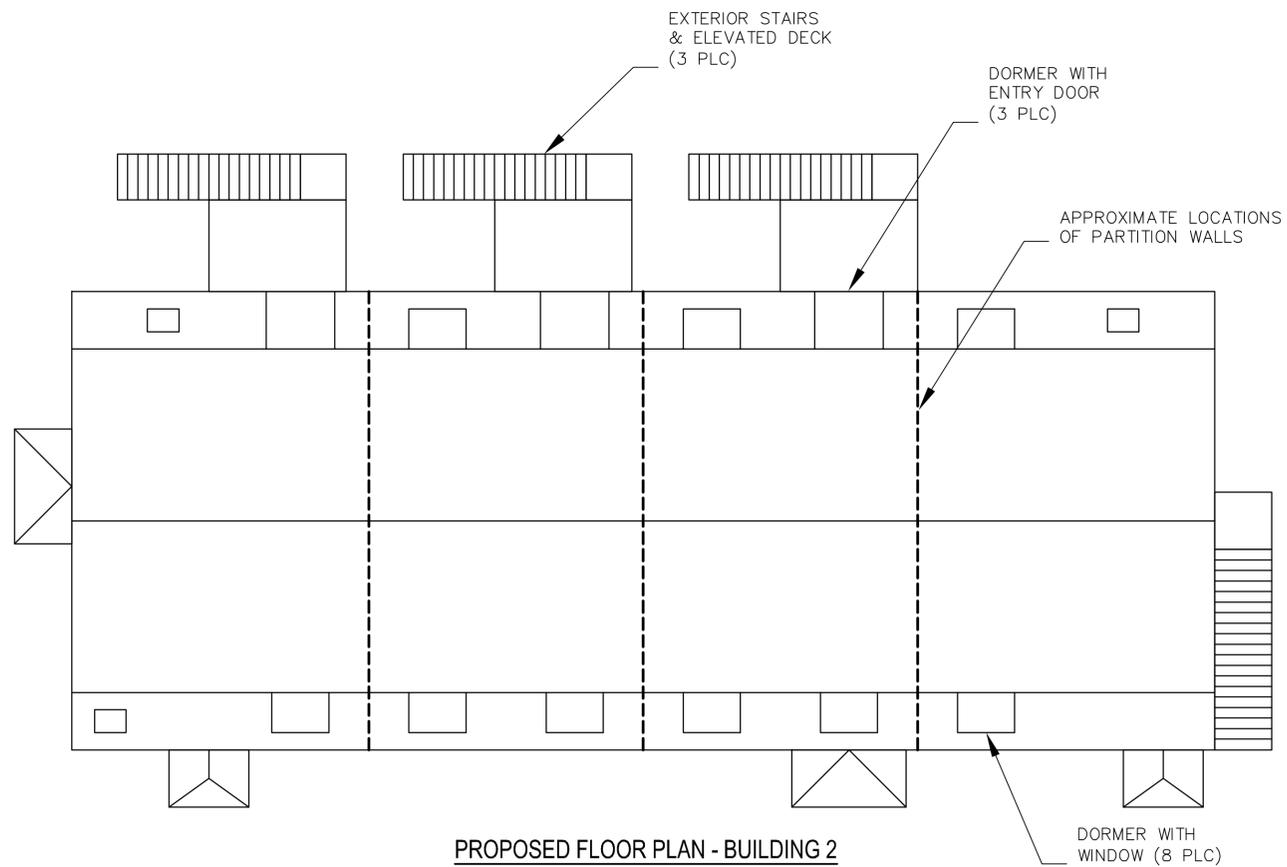
TAX MAP NO. 67 LOT NO. 2

**NOTE:**

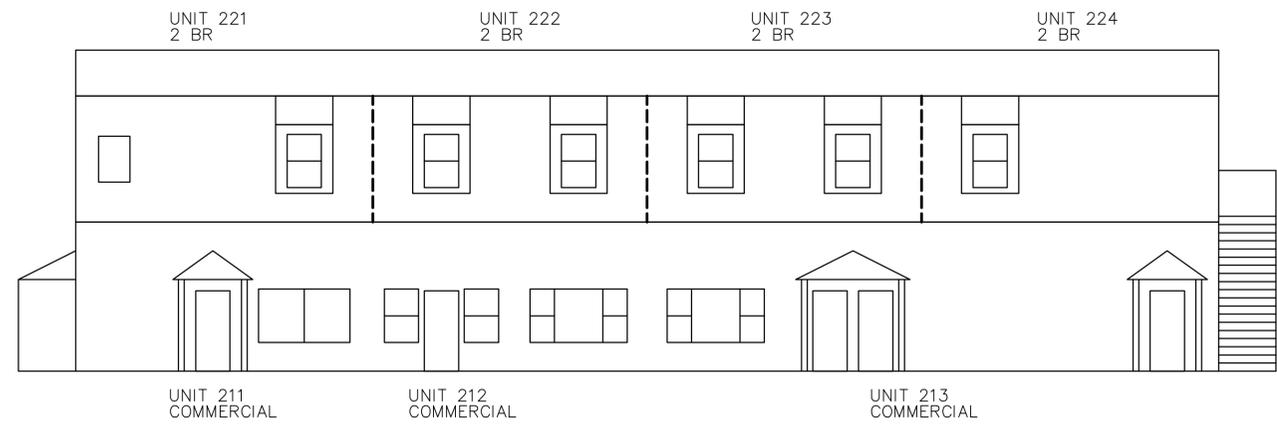
1. FLOOR PLANS AND ELEVATIONS PROVIDED BY MICHAEL ARATA



**EXISTING FLOOR PLAN - BUILDING 2**



**PROPOSED FLOOR PLAN - BUILDING 2**



**PROPOSED ELEVATION - BUILDING 2**

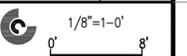
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**CIVIL CONSULTANTS**  
 Engineers  
 Planners  
 Surveyors  
 P.O. Box 100  
 South Berwick  
 Maine  
 03908  
 207-384-2550  
 www.civcon.com

NO.	REVISIONS	INT.	DATE
1			

RECORD OWNER:  
 LANDMARK PROPERTIES LTD  
 OWNER ADDRESS:  
 P.O. BOX 100  
 YORK, MAINE 03909

**LANDMARK HILL SUBDIVISION  
 REVISIONS TO MULTI-USE BUILDINGS  
 518 U.S. ROUTE 1  
 KITTERY, MAINE 03**

PREPARED FOR:  
 MICHAEL ARATA  
 CLIENT ADDRESS: 607 BALD HILL ROAD NEW GLOUSTER, MAINE 04260



DATE: 09/21/2016  
 DRAWN BY: MA  
 CHECKED BY:  
 APPROVED BY:

**BUILDING 2  
 FLOOR PLANS &  
 ELEVATION**

PROJECT NO: 16-247.00

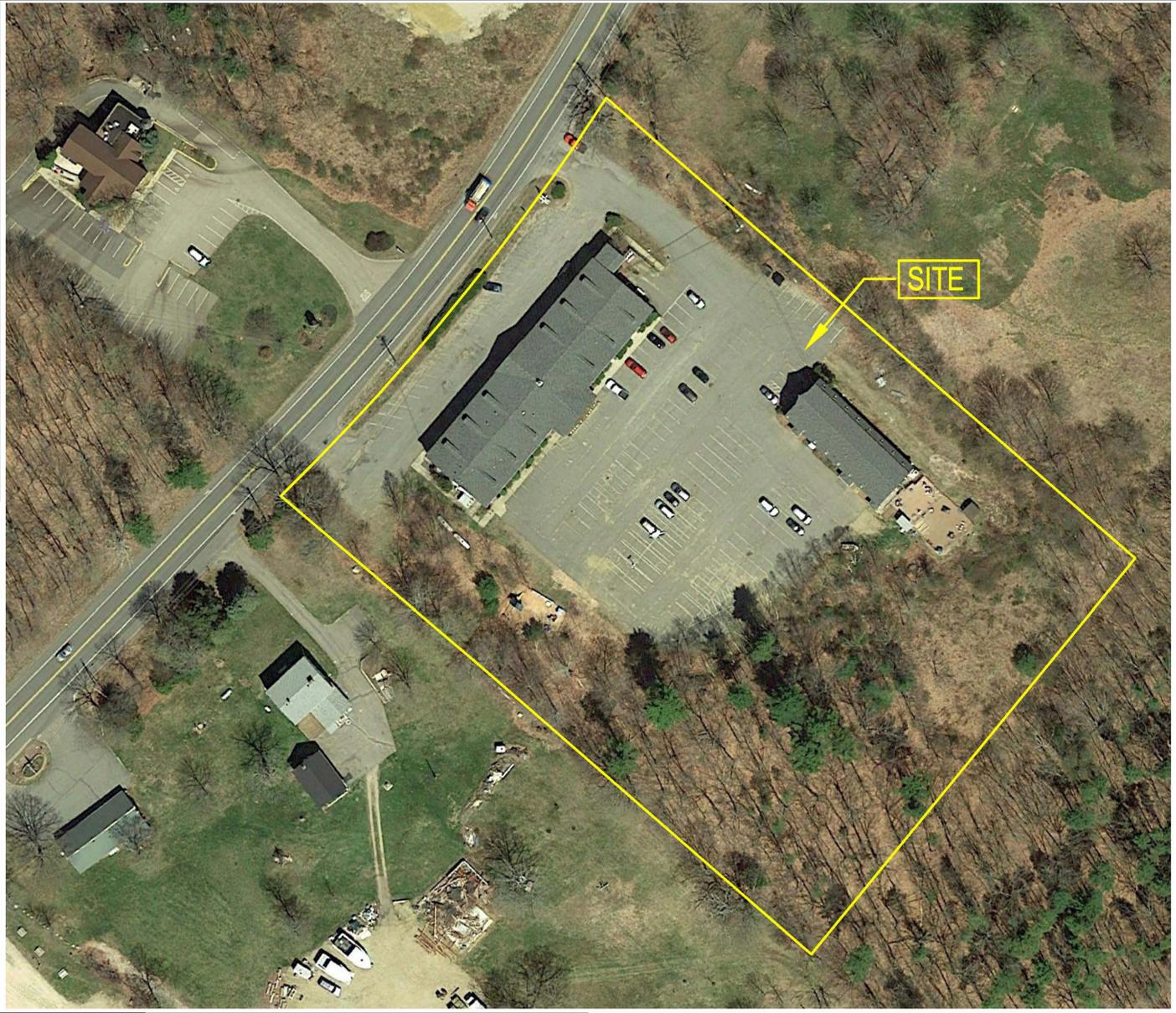
**A3**

SHEET: 3 OF 3

**PREPARED FOR:  
 PRELIMINARY APPROVAL  
 NOT FOR CONSTRUCTION**

TAX MAP NO. 67 LOT NO. 2

# LANDMARK HILL SUBDIVISION REVISIONS TO MULTI-USE BUILDINGS 518 U.S. ROUTE 1 KITTERY, MAINE SUBDIVISION APPLICATION



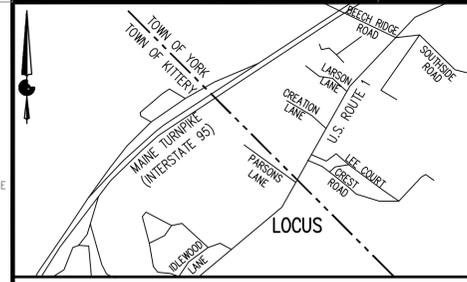
SHEET NUMBER	SHEET TITLE
1	SUBDIVISION PLAN
C1	EXISTING CONDITIONS PLAN
C2	SITE PLAN

**CIVIL CONSULTANTS**  
 Engineers  
 Planners  
 Surveyors  
 P.O. Box 100  
 South Berwick  
 Maine  
 03908  
 207-384-2550  
 www.civcon.com

LOCATION PLAN  
 1"=60'  
  
 PREPARED FOR:  
**MICHAEL ARATA**

*PREPARED FOR:  
 PRELIMINARY APPROVAL  
 NOT FOR CONSTRUCTION*

TAX MAP NO. 67 LOT NO. 2  
 PROJECT NO. 16-247.00  
 DATE: 09/21/16  
 PLOT DATE: 9/22/2016 2:27 PM



**LOCATION PLAN**  
(NOT TO SCALE)

**NOTES:**

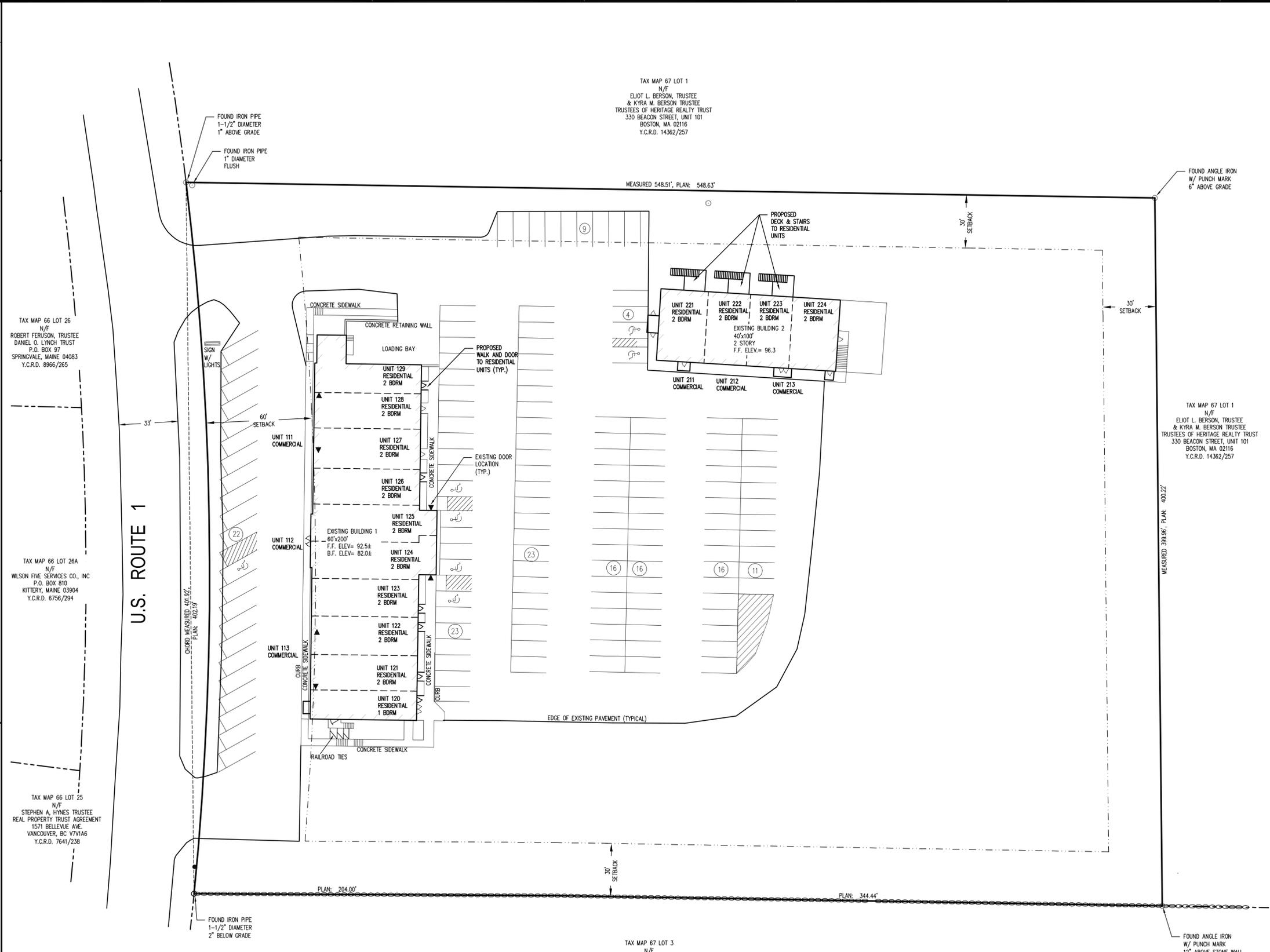
- ASSESSOR'S INFORMATION:  
TOWN OF KITTEERY ASSESSOR'S MAP 67 LOT 2
- RECORD OWNER:  
LANDMARK PROPERTIES LTD  
P.O. BOX 186  
YORK, MAINE 03909  
  
PURCHASE & SALES AGREEMENT:  
MICHAEL ARATA  
607 BALD HILL ROAD  
NEW GLOUCESTER, MAINE 04260
- DEED REFERENCE:  
Y.C.R.D. 4639/60
- ZONING INFORMATION:  
MIXED USE (MU) ZONE  
LOT SIZE: 200,000 SQ.FT.  
MINIMUM FRONTAGE: 250'  
SETBACKS:  
FRONT YARD: 60'  
SIDE YARD: 30'  
REAR YARD: 30'  
MAXIMUM BUILDING HEIGHT: 40'  
  
ELDERLY HOUSING UNITS:  
15,000 SQ.FT./DWELLING UNIT
- THE PARCEL IS LOCATED IN FLOOD HAZARD ZONE C AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF KITTEERY, COMMUNITY PANEL NO 203171 0001 C, EFFECTIVE DATE: JULY 5, 1984. ZONE C IS DEFINED AS OF MINIMAL FLOODING.
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SECOND FLOOR 12,000 SQ.FT. COMMERCIAL  
  
BUILDING 2: FIRST FLOOR 4,000 SQ.FT. COMMERCIAL  
SECOND FLOOR 2,720 SQ.FT. COMMERCIAL  
1,280 SQ.FT. RESIDENTIAL
- PROPOSED REVISED BUILDING USE:  
14 RESIDENTIAL UNITS
- PARKING:  
EXISTING SPACES= 140 (INCLUDES 7 HANDICAP SPACES)

**REFERENCE PLANS:**

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**LEGEND**

- 2/60 TAX MAP / LOT NUMBER
- 9374/148 DEED BOOK / PAGE NUMBER
- N/F NOW OF FORMERLY
- SMH SEWER MANHOLE
- Y.C.R.D. YORK COUNTY REGISTRY OF DEEDS
- PROPERTY LINE
- APPROXIMATE ABUTTING PROPERTY
- SETBACK
- EXISTING PIPE (AS NOTED)
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- STONE WALL
- MAILBOX
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- W EXISTING WATER MAIN
- UTILITY POLE
- GUY WIRE
- ELECTRIC MANHOLE
- SEWER MANHOLE
- WATER VALVE
- CATCH BASIN
- HYDRANT
- LIGHT POLE
- FLOOD LIGHT



PLANNING BOARD APPROVED BY TOWN OF KITTEERY

DATE: \_\_\_\_\_ CHAIR \_\_\_\_\_

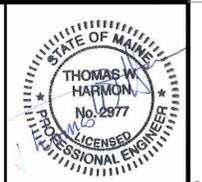
STATE OF MAINE  
YORK COUNTY ss. REGISTRY OF DEEDS  
RECEIVED \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_, AND RECORDED IN  
PLAN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
ATTEST \_\_\_\_\_ REGISTER \_\_\_\_\_

TAX MAP 67 LOT 1  
N/F  
ELIOT L. BERSON, TRUSTEE  
& KYRA M. BERSON TRUSTEE  
TRUSTEES OF HERITAGE REALTY TRUST  
330 BEACON STREET, UNIT 101  
BOSTON, MA 02116  
Y.C.R.D. 14362/257

FOUND ANGLE IRON  
W/ PUNCH MARK  
6" ABOVE GRADE

TAX MAP 67 LOT 1  
N/F  
ELIOT L. BERSON, TRUSTEE  
& KYRA M. BERSON TRUSTEE  
TRUSTEES OF HERITAGE REALTY TRUST  
330 BEACON STREET, UNIT 101  
BOSTON, MA 02116  
Y.C.R.D. 14362/257

TAX MAP 67 LOT 3  
N/F  
WILLIAM L. CRAWFORD, TRUSTEE  
& BETTY L. CRAWFORD TRUSTEE  
CRAWFORD REVOCABLE TRUST 2004  
510 U.S. ROUTE 1  
KITTEERY, MAINE 03904-5507  
Y.C.R.D. 13993/141



CIVIL CONSULTANTS  
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Engineers  
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Surveyors  
P.O. Box 100  
South Berwick  
Maine  
03908  
207-384-2550  
www.civcon.com

NO.	REVISIONS	INT.	DATE
1			

RECORD OWNER:  
LANDMARK PROPERTIES LTD  
OWNER ADDRESS:  
P.O. BOX 186  
YORK, MAINE 03909

**LANDMARK HILL SUBDIVISION  
REVISIONS TO MULTI-USE BUILDINGS  
518 U.S. ROUTE 1  
KITTEERY, MAINE 03**

PREPARED FOR:  
MICHAEL ARATA  
CLIENT ADDRESS: 607 BALD HILL ROAD, NEW GLOUCESTER, MAINE 04260

DATE: 09/21/2016  
DRAWN BY: JAA  
CHECKED BY: TWH  
APPROVED BY:

**SUBDIVISION  
PLAN**

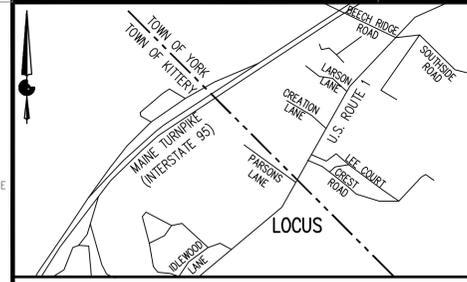
PROJECT NO: 16-247.00

**1**

SHEET: 1 OF 1

**PREPARED FOR:  
PRELIMINARY APPROVAL  
NOT FOR CONSTRUCTION**

TAX MAP NO. 67 LOT NO. 2



**LOCATION PLAN**  
(NOT TO SCALE)

**NOTES:**

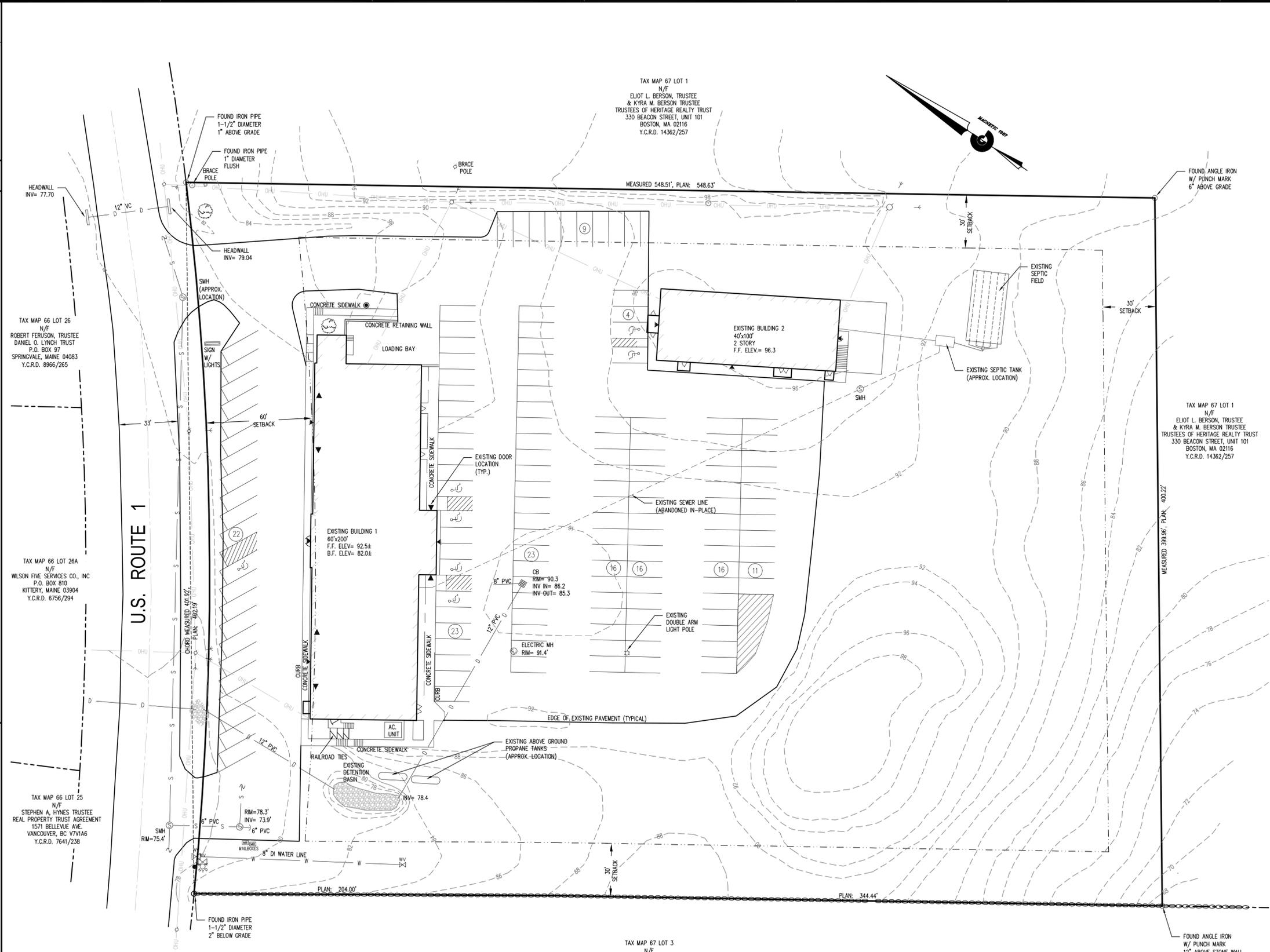
- ASSESSOR'S INFORMATION:  
TOWN OF KITTERY ASSESSOR'S MAP 67 LOT 2
- RECORD OWNER:  
LANDMARK PROPERTIES LTD  
P.O. BOX 100  
YORK, MAINE 03909  
  
PURCHASE & SALES AGREEMENT:  
MICHAEL ARATA  
607 BALD HILL ROAD  
NEW GLOUCESTER, MAINE 04260
- DEED REFERENCE:  
Y.C.R.D. 4639/60
- ZONING INFORMATION:  
MIXED USE (MU) ZONE  
LOT SIZE: 200,000 SQ.FT.  
MINIMUM FRONTAGE: 250'  
SETBACKS:  
FRONT YARD: 60'  
SIDE YARD: 30'  
REAR YARD: 30'  
MAXIMUM BUILDING HEIGHT: 40'  
  
ELDERLY HOUSING UNITS:  
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**LEGEND**

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- GUY WIRE
- ELECTRIC MANHOLE
- SEWER MANHOLE
- WATER VALVE
- CATCH BASIN
- HYDRANT
- LIGHT POLE
- FLOOD LIGHT



**TAX MAP 66 LOT 26**  
N/F  
ROBERT FERUSON, TRUSTEE  
DANIEL O. LYNCH TRUST  
P.O. BOX 97  
SPRINGVALE, MAINE 04083  
Y.C.R.D. 8966/265

**TAX MAP 66 LOT 26A**  
N/F  
WILSON FIVE SERVICES CO., INC  
P.O. BOX 810  
KITTERY, MAINE 03904  
Y.C.R.D. 6756/294

**TAX MAP 66 LOT 25**  
N/F  
STEPHEN A. HYNES TRUSTEE  
REAL PROPERTY TRUST AGREEMENT  
1571 BELLEVUE AVE.  
VANCOUVER, BC V7V1A6  
Y.C.R.D. 7641/238

**TAX MAP 67 LOT 1**  
N/F  
ELIJAH L. BERSON, TRUSTEE  
& KYRA M. BERSON TRUSTEE  
TRUSTEES OF HERITAGE REALTY TRUST  
330 BEACON STREET, UNIT 101  
BOSTON, MA 02116  
Y.C.R.D. 14362/257

**TAX MAP 67 LOT 3**  
N/F  
WILLIAM L. CRAWFORD, TRUSTEE  
& BETTY L. CRAWFORD TRUSTEE  
CRAWFORD REVOCABLE TRUST 2004  
510 U.S. ROUTE 1  
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330 BEACON STREET, UNIT 101  
BOSTON, MA 02116  
Y.C.R.D. 14362/257

**PREPARED FOR:**  
**PRELIMINARY APPROVAL**  
**NOT FOR CONSTRUCTION**

**TAX MAP NO. 67 LOT NO. 2**

CIVIL CONSULTANTS

**CIVIL CONSULTANTS**

Engineers  
Planners  
Surveyors  
P.O. Box 100  
South Berwick  
Maine  
03908  
207-384-2550  
www.civilcon.com

NO.	REVISIONS	INT.	DATE
1			

RECORD OWNER:  
LANDMARK PROPERTIES LTD  
OWNER ADDRESS:  
P.O. BOX 100  
YORK, MAINE 03909

**LANDMARK HILL SUBDIVISION**  
**REVISIONS TO MULTI-USE BUILDINGS**  
**518 U.S. ROUTE 1**  
**KITTERY, MAINE 03**

PREPARED FOR:  
MICHAEL ARATA  
607 BALD HILL ROAD  
NEW GLOUCESTER, MAINE 04260

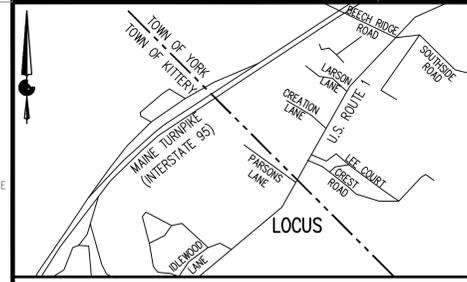
DATE: 09/21/2016  
DRAWN BY: JAA  
CHECKED BY: TWH  
APPROVED BY:

EXISTING CONDITIONS PLAN

PROJECT NO: 16-247.00

**C1**

SHEET: 1 OF 2



**LOCATION PLAN**  
(NOT TO SCALE)

**NOTES:**

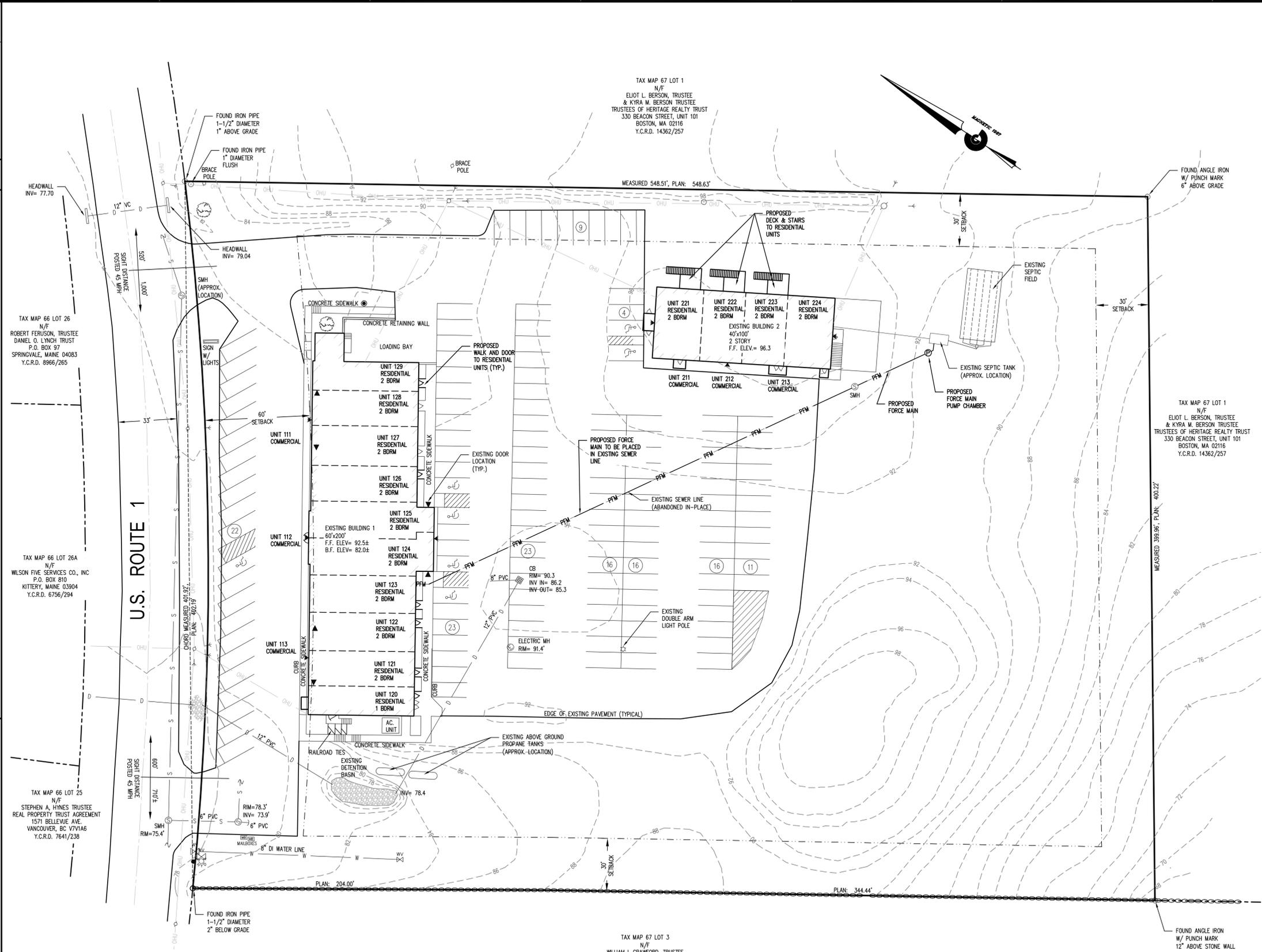
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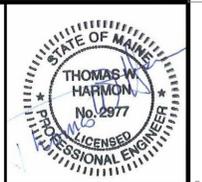
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- HYDRANT
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- PFM PROPOSED FORCE MAIN



PLANNING BOARD APPROVED BY TOWN OF KITTERY

CHAIR

DATE:



CIVIL CONSULTANTS

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NO.	REVISIONS	INT.	DATE
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**LANDMARK HILL SUBDIVISION  
REVISIONS TO MULTI-USE BUILDINGS  
518 U.S. ROUTE 1  
KITTERY, MAINE 03**

PREPARED FOR:  
MICHAEL ARATA  
607 BALD HILL ROAD NEW GLOUCESTER, MAINE 04260

CLIENT ADDRESS:

DATE: 09/21/2016  
DRAWN BY: JAA  
CHECKED BY: TWH  
APPROVED BY:

**SITE PLAN**

PROJECT NO: 16-247.00

**C2**

SHEET: 2 OF 2

PREPARED FOR:  
**PRELIMINARY APPROVAL  
NOT FOR CONSTRUCTION**

TAX MAP NO. 67 LOT NO. 2

**16.10.8.2.5 - Conditions or Waivers.**

Conditions required by the Planning Board at the final plan review phase must have been met before the final plan may be given final approval unless so specified in the condition or specifically waived, upon written request by the applicant, by formal Planning Board action wherein the character and extent of such waivers which may have been requested are such that they may be waived without jeopardy to the public health, safety and general welfare.

**Title 16.10.8.2.6 - Conditions on Plan**

The decision of the Planning Board, plus any conditions, must be noted on three copies of the final plan to be recorded at the York County Registry of Deeds, when required. One copy must be returned to the applicant, one retained by the Town Planner and one forwarded to the Code Enforcement Officer.

Minimum conditions include:

1. Prior to the issuance of a Building Permit by the Town's Code Enforcement Officer, the Developer must submit:
  - A. A recorded copy of the Plan and all related legal documents that may be required.
  - B. Payment of all outstanding fees associated with the permitting, including, but not limited to, Town Attorney fees, peer review, newspaper advertisements and abutter notification.
  - C. A Performance Guarantee and/or an escrow account to pay for any required field inspections (see attached 'Cost Estimates').
  
2. Before construction or soil disturbance:
  - A. The owner and/or developer must stake all corners of the building envelope, as shown on the plan. These markers must remain in place until the Code Enforcement Officer determines construction is completed and there is no danger of damage to areas that are, per Planning Board approval, to remain undisturbed.
  - B. The owner and/or developer, in an amount and form acceptable to the town manager, must file with the municipal treasurer an instrument to cover the cost of all infrastructure and right-of-way improvements and site erosion and stormwater stabilization (see attached 'Cost Estimates').

**16.10.9.1.2 - Plan Revisions After Approval**

No Changes, erasures, modifications or revisions may be made to any Planning Board approved final plan, unless in accordance with the Planner's and CEO's powers and duties as found in Chapter 16.4, or unless the plan has been resubmitted and the Planning Board specifically approves such modifications.

<b>I certify, to the best of my knowledge, the information provided in this Application is true and correct, and abutters to the project have been notified., and</b>			
<b>Applicant's Signature:</b>	<u>Michael Arata</u>		
<b>Date:</b>	<u>22 Sep 16</u>		

**I will not deviate from the approved plan without following code requirements.**

<b>Owner's Signature:</b>	<u>Michael Arata</u>
<b>Date:</b>	<u>22 Sep 16</u>

J:\aaa\2016\1624700\Planning Board\20160921-201301-SubdivisionApp.doc