Town of Kittery
Planning Board Meeting
September 14, 2023

ITEM 3—27 & 29 Wentworth—Site Plan — Preliminary Review

Action: accept site plan as complete. Schedule site walk/public hearing. Eric Weinreb, on behalf of applicant Madbury Real Estate Ventures, is proposing to convert an existing bed and breakfast into two independent inns with a total of 12 rental units each and a single innkeeper's suite. The proposed development is located on the properties of 27 & 29 Wentworth Street, Map 9 Lots 37, 38, in the Kittery Foreside (MU-KF) Zone.

PROCESS SUMMARY

REQ'D	ACTION	COMMENTS	STATUS
NO	Sketch Plan Acceptance/Approval	7/27/23	Accepted
YES	Planning board determination of completeness	Scheduled for 9/14/23	Pending
NO	Site Visit		TBD
YES	Public Hearing	Required for Preliminary Site Plan or Subdivision Approval	TBD
YES	Preliminary Plan Approval		TBD
YES	Final Plan Review and Decision		TBD
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.L - 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.			

OTHER PERMITS AND REQUIREMENTS

- Coordination with MDOT street project on Wentworth Street.
- State Fire Marshal NFPA #13 fire protection system approval.
- DEP construction permitting and site review.

PROJECT INTRODUCTION

This is the first preliminary review for the redevelopment of the existing Enchanted Nights bed and breakfast into two inns on adjacent lots. The properties are located on Wentworth Street leading into the Kittery Foreside, directly abutting residential dwellings and a railroad running adjacent to 29 Wentworth to the northeast. Per assessor data, Enchanted Nights is an 8-bedroom bed and breakfast on 29 Wentworth Street, utilizing an additional 3-bedroom house on the adjacent property of 27 Wentworth. The plan proposes constructing a 12-unit inn on each property, with a 13th innkeeper's suite in the inn built on 29 Wentworth. Both inns would share a 22-space parking lot and a driveway located on 29 Wentworth.

The property on 27 Wentworth would be demolished, with the new building moved closer to the street while maintaining the minimum 10' front yard setback. The property on 29 Wentworth would be partially demolished during renovation, with the intention of maintaining the majority of the original 1800's era structure. Each inn will be a 4-story building. The upper floor of 27 Wentworth will have two larger guest suites with recessed balconies. 29 Wentworth will have one ADA accessible unit on the ground floor and one innkeeper's suite in the existing walk-in basement. Following guidance from the planning board, the applicant has drafted an easement to ensure shared parking access for both properties, and a

restrictive covenant requiring both properties have an innkeeper's suite if ownership of one of the properties was ever to change hands.

The applicant has provided the submission requirements for a preliminary site plan. Staff advise determining application completeness and providing initial feedback during this meeting, especially regarding the verbiage of the proposed covenant.

WAIVERS REQUESTED

1. Open space modification: applicant is requesting to reduce the open space minimum from 40% to 30.6% on 27 Wentworth and 27.4% on 29 Wentworth, to provide amenities to guests.
2. Drainpipe size waiver: the applicant is requesting to reduce the requirements from a 12" drainpipe to 6", as they are only proposing roof leaders and underdrain pipes.
3. Innkeeper requirement: the applicant is requesting a modification to require one innkeeper unit to service both inns.

STAFF COMMENTS

Listed below are comments provided by staff in addition to general review of standards:

1. The applicant has submitted a draft restrictive covenant stating that the inn on 27 Wentworth must convert a guestroom into an innkeeper's suite if the property were ever to change ownership. Upon receiving feedback from the board, the applicant will add a note in the site plan stating this.
    a. Fire and Code Enforcement staff are still concerned regarding the use of a shared innkeeper and would like assurances that employees of the inn will be able to maintain adequate presence in both buildings.
    b. Planning staff suggest the property descriptions in the covenant contain the map/lot property identifiers.
2. The applicant has submitted a draft parking access easement to provide shared parking of both properties, even if ownership should change. Upon receiving feedback from the board, the applicant will add a note in the site plan stating this.
    a. Planning staff suggest the property descriptions in the easement contain the map/lot property identifiers.
3. The stormwater management plan appears to show drainage off the property into the adjacent railroad area. When asked, the applicant stated they were planning to mimic existing conditions, but public works staff would like to see the proposal eliminate off-site drainage entirely.
4. A snow storage plan is indicated on the site plan (sheet 4, Note 11). The landscape plan also indicates snow shall be stored 5' from any shrubs and trees.
5. The architecture plans indicate a total of 12 rooms for 29 Wentworth, but this does not include the innkeeper's suite in the basement, which is in the proposed architectural plan.
6. On the landscape plan, the trees with solid circles in the center are proposed to remain, while the trees with pluses will be removed.
    a. Staff suggest removing Japanese Tree Lilac from the plant list, as they are considered non-native to Maine.
7. MDOT is planning a sidewalk development project along Wentworth Street. Included in this packet is an email from project manager Brian Keezer confirming the applicant and property owners have been in contact with DOT staff. MDOT plans to send the project out to bid in November and is assuming construction will begin Spring 2024 (if a suitable contractor is chosen within that timeframe).
    a. MDOT is requesting the applicant install utilities for the proposed inns before the project begins. If that is not possible, the applicant will need to coordinate with the to-be-determined contractor regarding construction plans.
    b. Because the applicant is proposing to close the existing driveway entrance onto 27 Wentworth, MDOT is requesting the applicant coordinate with them to plan when to pour that area to create sidewalk.

PROJECT ANALYSIS

Staff reviewed the application and provided materials and have provided their determination on the requirements and standards below:

Code Ref.	§16.4 Land Use Zone Standards	
	Standard	Determination
§16.4.25.B/C.	Permitted/Special Exception Uses	The proposed use is permitted
§16.4.25.D.(1).	Design standards	It appears the standard is satisfied.
§16.4.25.D.(2).(a).	Minimum land area per dwelling unit: 5,000 sq ft.	Not applicable
§16.4.25.D.(2).(b).	Lot size: 5,000 sq ft. minimum	It appears the standard is satisfied.
§16.4.25.D.(2).(c).	Street frontage: no minimum	It appears the standard is satisfied.
§16.4.25.D.(2).(d).	Front setback: 10 ft minimum if not along Government Street or Wallingford Square	It appears the standard is satisfied.
§16.4.25.D.(2).(e).	Rear and side setbacks: 10 ft minimum.	It appears the standard is satisfied.
§16.4.25.D.(2).(f).	Separation distance between buildings on the same lot: 10 ft minimum	Inns are on separate lots: not applicable.
§16.4.25.D.(2).(g).	Building height: 40 ft maximum	It appears the standard is satisfied.
§16.4.25.D.(2).(h).	Shoreland zone: setback from all other uses, including buildings and parking: 75 ft unless modified	Not applicable
§16.4.25.D.(2).(i).	Building coverage: 60% maximum	It appears the standard is satisfied
§16.4.25.D.(2).(j).	Open space: 40% minimum	The applicant is requesting a modification to the open space minimum, described above.
§16.4.25.D.(3).	Building footprint maximum: 1,500 square feet. NOTE: if development is replacing a building existing on the lot as of April 1, 2005, the development can match the existing footprint. Width of the new building as measured parallel to the front lot line may not be greater than the width of the pre-existing building.	It appears the standard is satisfied
§16.4.25.D.(4).	Special design standards	Design standards appear to be met.

§16.4.25.D.(5).	Signage: display of signboard and/or products of sale	This standard does not appear to apply to the proposed wooden signpost. See **§16.5.23.** below.
§16.4.25.D.(7).	Off-street parking standards: one parking space per guest room: NOTE: the proposed development is exempt for up to 6 required off-street parking spaces	22 spaces are provided, 3 of which are ADA. The applicant has submitted a parking access easement to ensure access of the shared parking lot for both properties. The standard appears to be satisfied
Code Ref.	§16.5 Performance Standards	
	Standard	Determination
§16.5.10	Essential Services	All utilities in plan are proposed to be underground. The standard appears to be satisfied. Utility installation will be in coordination with MDOT sidewalk project.
§16.5.23	Freestanding sign standards: • Must be 33 ft from the center line of any US or state numbered highway less than 66 feet in width. • One sign allowed only. • 20 ft height maximum.	Wentworth Street is a part of Maine State Route 103. The signpost notated on the Site preparation plan (sheet C-1) must notate and be placed outside of 33 ft setback from center line of ROW.
§16.5.25	Sprinkler Systems are required in all buildings of 3 stories or more and must meet NFPA standards	Kittery Water District has sufficient capacity for sprinkler systems. Approval will have to be determined by State Fire Marshal.
§16.5.27	Street Standards	MDOT is currently in process of installing sidewalks along Wentworth St. The proposed development will coordinate with MDOT to ensure utility installation does not impair state project.
Code Ref.	§16.7.10 Preliminary Site Plan Requirements	
	Standard	Determination

§16.7.10.C.(4).(a-i).	• Paper plan sheets no smaller than 11" x 17" • Scale of drawing no greater than 1 inch = 30 feet • Code block in right-hand corner • Standard boundary survey of existing conditions • Compass with arrow pointing true north • Locus map of property • Vicinity map and aerial photograph • Surveyed acreage of parcel(s), rights-of-way, wetlands, and amount of street frontage • Names and addresses of owners of record abutting property	Provided
§16.7.10.C.(4).(j).	Existing conditions survey including all identified structures, natural resources, rights-of-way, and utilities located on and within 100 feet of the property.	Provided
§16.7.10.C.(4).(k).	• Proposed development area including: • Location and detail of proposed structures and signs • Proposed utilities including power, water, and sewer. • Sewage facilities type and placement. • Domestic water source • Lot lines, rights-of-way, and street alignments • Road and other paved area plans • Existing and proposed setbacks • Storage areas for waste or hazardous materials • Topographic contours of existing contours and finished grade elevations • Locations and dimensions of artificial features such as pedestrian ways, sidewalks, curb cuts, driveways, fences, retaining walls,	Provided
§16.7.10.C.(4).(l).	Natural features or site elements to be preserved.	Provided
§16.7.10.C.(4).(m).	Identified property encumbrances.	Provided
§16.7.10.C.(4).(n).	Kittery Water District approval letter.	Provided
§16.7.10.C.(4).(o).	Erosion and sedimentation control plan.	Provided
§16.7.10.C.(4).(p).	Stormwater management plan and drainage analysis.	Provided
§16.7.10.C.(4).(q).	Soil survey.	Provided
§16.7.10.C.(4).(r).	Vehicular traffic report.	Provided
§16.7.10.C.(4).(s).	Traffic impact analysis.	Estimated trips do not trigger a traffic impact analysis.
§16.7.10.C.(4).(t).	Test pit analysis.	Not applicable
§16.7.10.C.(4).(u).	Approval letter from Town sewage.	Provided

§16.7.10.C.(4).(v).	Evaluation of development by Technical Review Committee department heads.	Provided
§16.7.10.C.(4).(w).	Additional submissions as required: • Restrictive covenant for innkeeper's suite • Shared parking access easement	Provided

DISCUSSION, NEXT STEPS, AND RECOMMENDATIONS

The purpose of the first meeting of a preliminary site plan is to determine the completeness of the application, provide specific feedback to the applicant, and determine whether the plan is ready to schedule a public hearing. The outstanding issues that have been identified are able to be modified at later iterations of the preliminary site plan. Staff believe the application meets all submission requirements for initial acceptance and suggest the planning board advise the applicant regarding their willingness to entertain the proposed modifications and the verbiage on the restrictive covenant for the shared parking space/innkeeper.

RECOMMENDED MOTIONS

Below are recommended motions for the Board's use and consideration:

Motion to accept the application as complete

Move to accept the preliminary site plan by Eric Weinreb, on behalf of applicant Madbury Real Estate Ventures, proposing to convert an existing bed and breakfast into two independent inns with a total of 12 rental units each and a single innkeeper's suite. The proposed development is located on the properties of 27 & 29 Wentworth Street, Map 9 Lots 37, 38, in the Kittery Foreside (MU-KF) Zone.

Motion to schedule a site walk

Move to visit the site of the preliminary site plan by Eric Weinreb, on behalf of applicant Madbury Real Estate Ventures, proposing to convert an existing bed and breakfast into two independent inns with a total of 12 rental units each and a single innkeeper's suite. The proposed development is located on the properties of 27 & 29 Wentworth Street, Map 9 Lots 37, 38, in the Kittery Foreside (MU-KF) Zone.

Motion to schedule a public hearing

Move to schedule a public hearing for the preliminary site plan by Eric Weinreb, on behalf of applicant Madbury Real Estate Ventures, proposing to convert an existing bed and breakfast into two independent inns with a total of 12 rental units each and a single innkeeper's suite. The proposed development is located on the properties of 27 & 29 Wentworth Street, Map 9 Lots 37, 38, in the Kittery Foreside (MU-KF) Zone.

THIS DRAWING SET HAS NOT BEEN RELEASED FOR CONSTRUCTION

THE FORESIDE INN

27 & 29 WENTWORTH STREET
KITTERY, MAINE

Assessor's Parcel 9, Lots 37 & 38

Owner:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

Plan Issue Date:

August 24, 2023 Preliminary Site Plan Review

Apllicant:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

Architect:

WINTER HOLBEN architecture + design
7 Wallingford Square
Unit 2099
Kittery, ME 03904
(207) 994-3104

Landscape Architect:

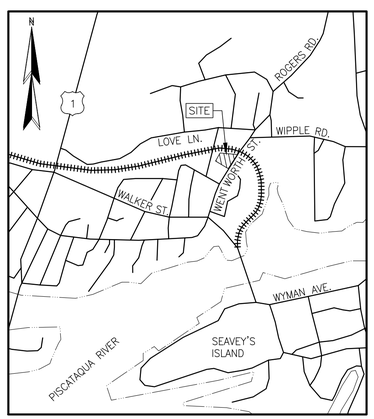
woodburn & company
LANDSCAPE ARCHITECTURE
103 Kent Place Newmarket, New Hampshire Phone: 603.659.5949

Civil Engineer:

ALTUS ENGINEERING
133 Court Street Portsmouth, NH 03801
(603) 433-2335 www.altus-eng.com

Surveyor:

DOUCET SURVEY LLC
Serving Your Professional Surveying & Mapping Needs
102 Kent Place, Newmarket, NH 03857 (603) 659-6560
Offices in Bedford & Keene, NH and Kennebunk, ME
http://www.doucetsurvey.com



LOCUS NOT TO SCALE

Sheet Index

Title	Sheet No.:	Rev.	Date
Existing Conditions Plan	1 of 1	0	04/10/23
Site Preparation Plan	C-1	0	08/24/23
Site Plan	C-2	0	08/24/23
Stormwater Mgmt. Plan	C-3	0	08/24/23
Grading Plan	C-4	0	08/24/23
Utility Plan	C-5	0	08/24/23
Landsscape Plan	L-1	0	08/24/23
Detail Sheet	C-6	0	08/24/23
Detail Sheet	C-7	0	08/24/23
Detail Sheet	C-8	0	08/24/23
Detail Sheet	C-9	0	08/24/23
Detail Sheet	C-10	0	08/24/23

P54.31

NOTES:
1. REFERENCE:
TAX MAP 9, LOTS 37 & 38
27 & 28 WENTWORTH STREET
KITTERY, MAINE

2. TOTAL PARCEL AREA:
LOT 37 = 8,289 SQ. FT. OR 0.19 AC.
LOT 38 = 13,693 SQ. FT. OR 0.31 AC.

3. OWNER OF RECORD:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, ME 03904–1720
Y.C.R.D. BK. 6527, PG. 279 – LOT 37
Y.C.R.D. BK. 4993, PG. 227 – LOT 38

4. FIELD SURVEY PERFORMED BY J.P.E. & S.N.F. (DOUCET SURVEY) DURING ON APRIL 4, 2023 USING A TOTAL STATION AND A SURVEY GRADE GPS WITH A DATA COLLECTOR AND A DIGITAL LEVEL. TRAVERSE ADJUSTMENT BASED ON LEAST SQUARE ANALYSIS.

5. HORIZONTAL DATUM BASED ON NAD83(2011) MAINE WEST STATE PLANE COORDINATE ZONE (1802) DERIVED FROM REDUNDANT GPS OBSERVATIONS UTILIZING THE KEYNET GPS VRS NETWORK.

6. VERTICAL DATUM IS BASED ON NAVD88 PER CONTROL SURVEY PERFORMED IN 2018/2019 BY DOUCET SURVEY FOR THE PORTSMOUTH NAVAL SHIPYARD.

7. FLOOD HAZARD ZONE:"X", PER FIRM MAP #2301710008D, DATED 7/3/1986.

8. PROPER FIELD PROCEDURES WERE FOLLOWED IN ORDER TO GENERATE CONTOURS AT 1' INTERVALS. ANY MODIFICATION OF THIS INTERVAL WILL DIMINISH THE INTEGRITY OF THE DATA, AND DOUCET SURVEY WILL NOT BE RESPONSIBLE FOR ANY SUCH ALTERATION PERFORMED BY THE USER.

9. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON OBSERVED PHYSICAL EVIDENCE AND PAINT MARKS FOUND ON–SITE.

10. THE ACCURACY OF MEASURED UTILITY INVERTS AND PIPE SIZES/TYPES IS SUBJECT TO NUMEROUS FIELD CONDITIONS, INCLUDING; THE ABILITY TO MAKE VISUAL OBSERVATIONS, DIRECT ACCESS TO THE VARIOUS ELEMENTS, MANHOLE CONFIGURATION, ETC.

11. DUE TO THE COMPLEXITY OF RESEARCHING ROAD RECORDS AS A RESULT OF INCOMPLETE, UNORGANIZED, INCONCLUSIVE, OBLITERATED, OR LOST DOCUMENTS, THERE IS AN INHERENT UNCERTAINTY INVOLVED WHEN ATTEMPTING TO DETERMINE THE LOCATION AND WIDTH OF A ROADWAY RIGHT OF WAY. THE EXTENT OF WENTWORTH STREET AS DEPICTED HEREON IS/ARE BASED ON RESEARCH CONDUCTED AT THE YORK COUNTRY REGISTRY OF DEEDS, THE TOWN OF KITTERY AND MAINE DEPARTMENT OF TRANSPORTATION. WENTWORTH STREET IS LISTED AS A 40' WIDE RIGHT OF WAY PER YORK COUNTY COMMISSIONERS RECORDS VOLUME 16, PAGE 255 & VARIABLE WIDTH PER Y.C.R.D. BOOK 2828, PAGE 137. SEE ALSO REFERENCE PLAN 2.

12. THE BOUNDARY LINES AS SHOWN ARE A REPRESENTATION OF THE DEEDED BOUNDARIES BASED ON THE OPERATIVE RECORDS AND THE LIMITED BOUNDARY EVIDENCE FOUND IN THE FIELD. UNWRITTEN RIGHTS MAY APPLY WHERE LINES OF OCCUPATION DIFFER FROM THE BOUNDARY LINES AS SHOWN. LAND OWNER SHOULD CONSULT WITH AN ATTORNEY PRIOR TO DEVELOPMENT NEAR LINES OF OCCUPATION.

PARCEL AREAS AND THE SETBACKS ALONG THE WESTERLY BOUNDARY LINES ARE BASED ON A LINE ESTABLISHED FROM PHYSICAL EVIDENCE SUCH AS STONE WALLS AND FENCES AS THE LIMITS OF OCCUPATION FOR THE SUBJECT AND ABUTTING PARCELS.

13. PER DISCUSSION WITH LINDA TUTTLE ON 6/5/23, AT THE TIME SHE ERECTED HER FENCE 20+ YEARS AGO THE ABUTTER OF OUR SUBJECT PARCEL INDICATED THE COMMON LOT LINE SPLIT THE MAPLE TREE SHOWN. ATTEMPTS TO REACH THE OWNERS OF TAX MAP 9, LOT 36 AND LOT 43 VIA CERTIFIED MAIL AND PHONE WERE UNSUCCESSFUL.

14. THE DEED FOR LOT 38, Y.C.R.D. BOOK 4993, PAGE 227 HAS AN ERROR IN CLOSURE OF 11.98'.

REFERENCE PLANS:
1. "STANDARD BOUNDARY SURVEY PREPARED FOR PHYLLIS F. GRAY, WENTWORTH STREET, KITTERY, MAINE" DATED JULY 1997 BY ANDERSON LIVINGSTON ENGINEERS, INC. FILE NO. 5771, PLAN NO. 1505.970701 (NOT RECORDED)

2. "STATE OF MAINE DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS RIGHT OF WAY MAP, STATE HIGHWAY "100" KITTERY, YORK COUNTY FEDERAL AID PROJECT NO. M–4220(I) & M–4220(2)" DATED MAY 1981 Y.C.R.D. PLANS 139–57 & 58.

3. "PLAN SHOWING PORTION OF PROPERTY OF GERTRUDE P. WILSON TO BE CONVEYED TO GEORGE B. LANDERS. LOCATED IN KITTERY, YORK COUNTY, ME." DATED APRIL 9, 1954 BY MOULTON ENGINEERING CO. Y.C.R.D. PLAN 25–22.

4. "PLAN SHOWING PROPERTY OF GEORGE S. WOOD, LOCATED IN KITTERY, YORK COUNTY, ME", DATED AUGUST 1953, BY MOULTON ENGINEERING CO., Y.C.R.D. PLAN 25–9.

5. "PLAN SHOWING DIVISION OF ANDREW'S ELECTRICAL SHOP, INC. AND EMILE H. LEBEL, JR. & WILLETTA J. LEBEL, KITTERY, YORK COUNTY, ME", DATED AUGUST 1956, BY MOULTON ENGINEERING CO., Y.C.R.D. PLAN 21–20.

6. "STANDARD BOUNDARY SURVEY OF THE RICE PUBLIC LIBRARY LOT, WENTWORTH ST. & TRAIP AVE. KITTERY, MAINE" DATED JAN. 18, 1981 BY EASTERLY SURVEYING Y.C.R.D. PLAN 201–11.

7. "STATE OF MAINE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, "ROGERS ROAD" KITTERY, YORK COUNTY, FEDERAL AID PROJECT NO. M–STP–4215(2)" DATED MARCH 1993 SHEET 1 OF 6 Y.C.R.D. PLAN 269–6.

8. "STANDARD BOUNDARY SURVEY FOR PROPERTY AT 17 WENTWORTH STREET, KITTERY, YORK COUNTY, MAINE, OWNED BY EDMUND K. ARNOLD & BYONG HWAN KIM", BY NORTHEASTERLY SURVEYING, INC., DATED JULY 31, 2003, Y.C.R.D. PLAN 284–24.

9. "STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY, OF LAND OF THE ROMAN CATHOLIC BISHOP OF PORTLAND, ST. RAPHAEL'S CHURCH, WENTWORTH ST. & WHIPPLE RD., KITTERY, MAINE" DATED 2/21/2001 BY CIVIL CONSULTANTS (NOT RECORDED).

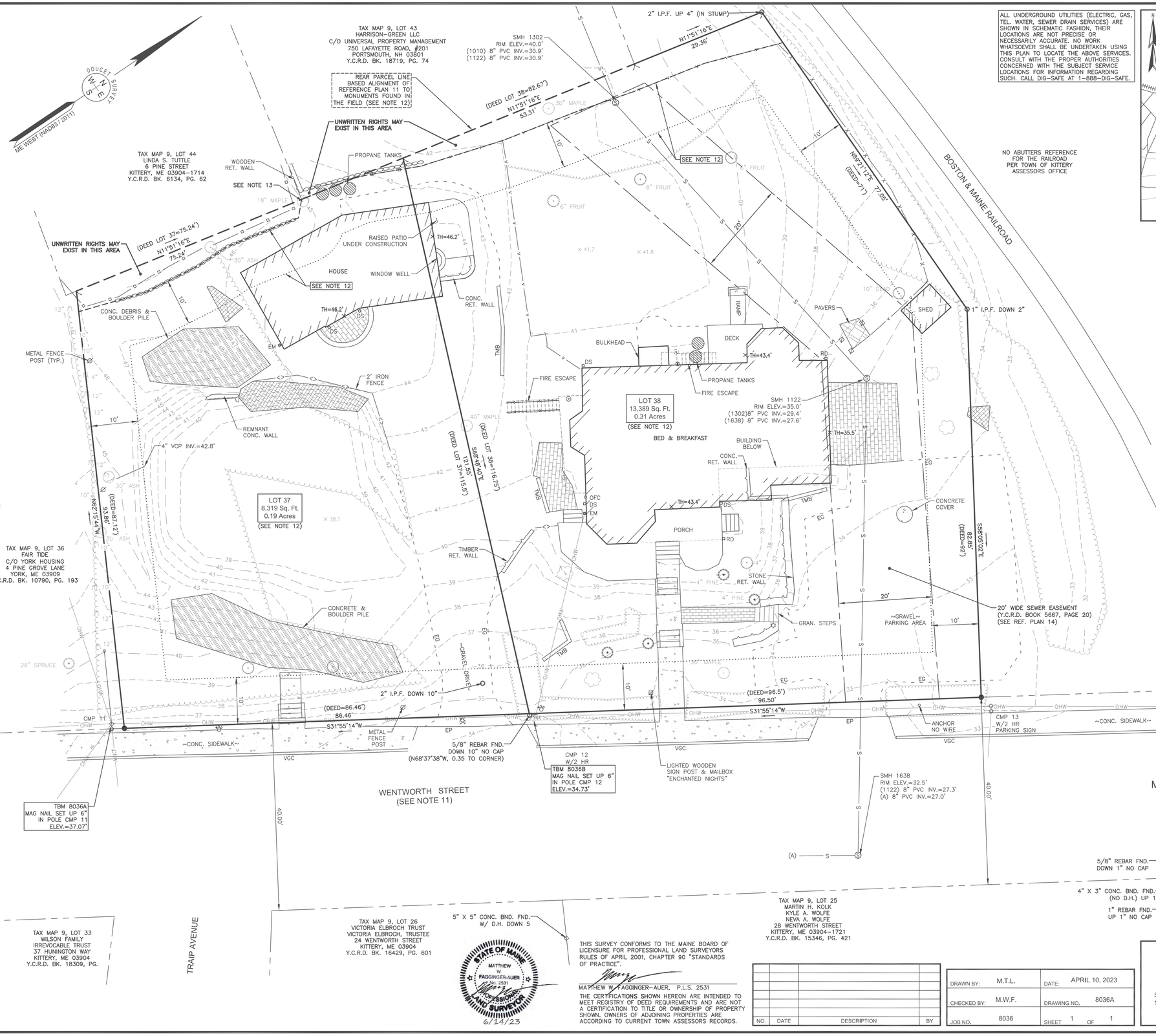
10. "LAND IN KITTERY, MAINE, YORK HARBOR & BEACH R.R. CO. TO BOSTON & MAINE R.R.", DATED APRIL 1927, Y.C.R.D. PLAN 10–69.

11. "PLAN OF HOUSE LOTS IN KITTERY MAINE OWNED BY ROBERT M. OTIS & CAROLINE L. LOCKE", BY MOSES A. SAFFORD, DATED JUNE 27, 1870, Y.C.R.D. PLAN 1–72.

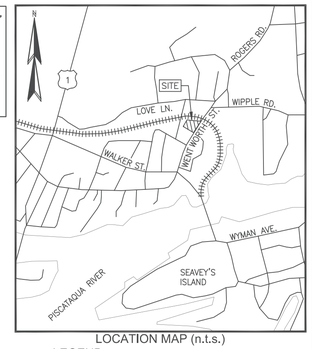
12. "CENTERLINE SURVEY FOR A DRAINAGE EASEMENT AND PERIMETER SURVEY FOR 1.4 ACRE ACQUISITION, NAVAL SHIPYARD, PORTSMOUTH, NH." DATED OCT. 23, 1998 BY OAK POINT ASSOCIATES (NOT RECORDED).

13. "RIGHT OF WAY AND TRACK MAP (FORMERLY YORK BARBOR & BEACH R.R. CO.) BOSTON AND MAINE R.R., OPERATED BY THE BOSTON AND MAINE R.R., STATION 0+00 TO STATION 52+80", DATED JUNE 30, 1914, BY THE OFFICE OF VALUATION ENGINEER, BOSTON, MASS (NOT RECORDED).

14. "REVISED SEWER EASEMENT, KITTERY MAP 9, LOT 38", DATED MARCH 22, 1991, BY ANDERSON LIVINGSTON, (NOT RECORDED).



ALL UNDERGROUND UTILITIES (ELECTRIC, GAS, TEL, WATER, SEWER DRAIN SERVICES) ARE SHOWN IN SCHEMATIC FASHION, THEIR LOCATIONS ARE NOT PRECISE OR NECESSARILY ACCURATE. NO WORK WHATSOEVER SHALL BE UNDERTAKEN USING THIS PLAN TO LOCATE THE ABOVE SERVICES. CONSULT WITH THE PROPER AUTHORITIES CONCERNED WITH THE SUBJECT SERVICE LOCATIONS FOR INFORMATION REGARDING SUCH. CALL DIG–SAFE AT 1–888–DIG–SAFE.



LOCATION MAP (n.t.s.)

LEGEND

	EXISTING LOT LINE
	BUILDING SETBACK LINE
	APPROXIMATE ABUTTERS LOT LINE
40	MAJOR CONTOUR LINE
39	MINOR CONTOUR LINE
	STONE WALL
	REMNANT STONE WALL
	RETAINING WALL
	STOCKADE FENCE
v	PICKET FENCE
<>	POST & RAIL FENCE
X	WIRE FENCE
OHW	OVERHEAD WIRE
S	SEWER LINE
	TREE LINE
	SHRUB LINE
	CONCRETE
	PILE
	LEDGE OUTCROP
× 38.1	SPOT GRADE
	FENCE POST
	WOODEN POST
	POST
	UTILITY POLE & GUY WIRE
	UTILITY POLE W/LIGHT
	LIGHT POST
S	SEWER MANHOLE
	WATER GATE VALVE
	WATER SHUTOFF VALVE
	FAUCET
EM	ELECTRIC METER
	CONIFEROUS TREE
	DECIDUOUS TREE
	DECIDUOUS BUSH
	TREE STUMP
CONC.	CONCRETE
DS	DOWN SPOUT
DYL	DOUBLE YELLOW LINE
EG	EDGE OF GRAVEL
GRAN.	GRANITE
OFC	OIL FILL CAP
PVC	POLYVINYL CHLORIDE PIPE
RD	ROOF DRAIN
RET. WALL	RETAINING WALL
TH	THRESHOLD ELEVATION
TMB	TIMBER EDGE / CURB
VCP	VITREOUS CLAY PIPE
VGC	VERTICAL GRANITE CURB
(X)	INVERT I.D. CONNECTION UNKNOWN
	PIPE/ROD FOUND
	5/8" REBAR W/ID CAP TO BE SET

ZONE: MU–KF
DIMENSIONAL REQUIREMENTS:

MIN. LOT SIZE	5,000 SQ. FT.
MIN. FRONTAGE	0 FT.
MIN. FRONT SETBACK	10 FT.
MIN. SIDE/REAR SETBACK	10 FT.
MAX. BUILDING HEIGHT	40 FT.
MAX. BUILDING COVERAGE	60 %
MIN. OPEN SPACE ON SITE	40%

*SEE TOWN OF KITTERY LAND USE ZONE REGULATIONS FOR ADDITIONAL DIMANSIONAL REQUIREMENTS.

EXISTING CONDITIONS PLAN
FOR
MADBURY REAL ESTATE VENTURES
OF
TAX MAP 9, LOTS 37 & 38
27 & 28 WENTWORTH STREET
KITTERY, MAINE

10 0 10 20
SCALE: 1 INCH = 10 FT.

STATE OF MAINE
MATTHEW W. FAGGINGER-AUER
No. 2531
REGISTERED PROFESSIONAL LAND SURVEYOR
6/14/23

THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULES OF APRIL 2001, CHAPTER 90 "STANDARDS OF PRACTICE".

MATTHEW W. FAGGINGER–AUER, P.L.S. 2531

THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.

NO.	DATE	DESCRIPTION	BY

DRAWN BY:	M.T.L.	DATE:	APRIL 10, 2023
CHECKED BY:	M.W.F.	DRAWING NO.	8036A
JOB NO.	8036	SHEET	1 OF 1

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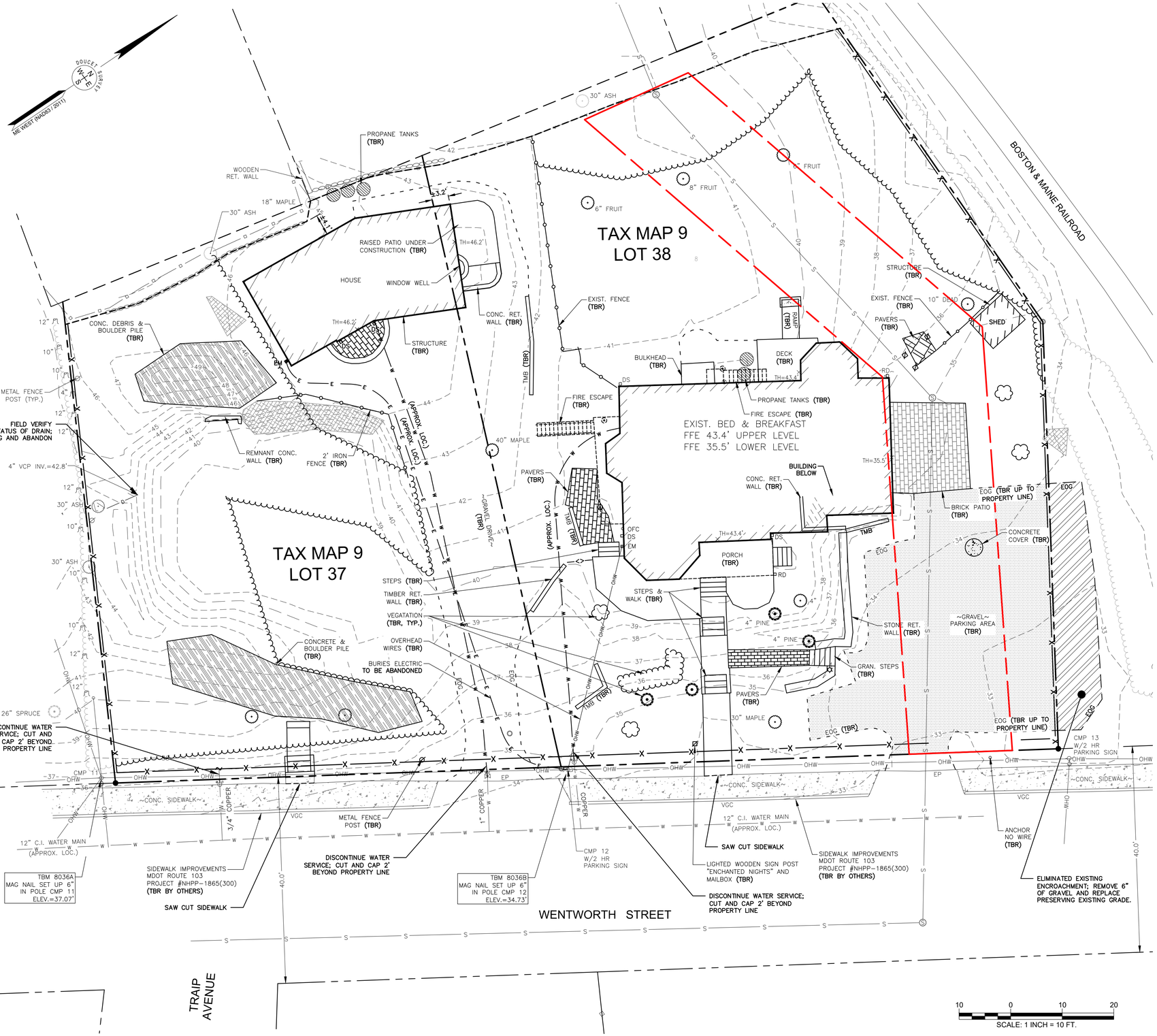
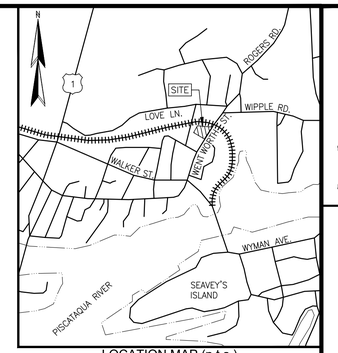
Offices in Bedford & Keene, NH and Kennebunk, ME
http://www.doucetsurvey.com





LOCATION MAP (n.t.s.)

NOTES:
1. ALL UNDERGROUND UTILITIES (ELECTRIC, GAS, TEL. WATER, SEWER DRAIN SERVICES) ARE SHOWN IN SCHEMATIC FASHION, THEIR LOCATIONS ARE NOT PRECISE OR NECESSARILY ACCURATE. NO WORK WHATSOEVER SHALL BE UNDERTAKEN USING THIS PLAN TO LOCATE THE ABOVE SERVICES. CONSULT WITH THE PROPER AUTHORITIES CONCERNED WITH THE SUBJECT SERVICE LOCATIONS FOR INFORMATION REGARDING SUCH. CALL DIG-SAFE AT 1-888-DIG-SAFE.

LEGEND

	EXISTING LOT LINE
	BUILDING SETBACK LINE
	APPROX. ABUTTERS LOT LINE
40	MAJOR CONTOUR LINE
39	MINOR CONTOUR LINE
	STONE WALL
	REMNANT STONE WALL
	RETAINING WALL
	STOCKADE FENCE
	PICKET FENCE
	POST & RAIL FENCE
	WIRE FENCE
OHW	OVERHEAD WIRE
S	SEWER LINE
	TREE LINE
	SHRUB LINE
	CONCRETE
	PILE
	LEDGE OUTCROP
	PIPE/ROD FOUND
	5/8" REBAR W/ID CAP TO BE SET
38.1	SPOT GRADE
	FENCE POST
	WOODEN POST
	POST
	UTILITY POLE & GUY WIRE
	UTILITY POLE W/LIGHT
	LIGHT POST
	SEWER MANHOLE
	WATER GATE VALVE
	WATER SHUTOFF VALVE
	FAUCET
EM	ELECTRIC METER
	CONIFEROUS TREE
	DECIDUOUS TREE
	DECIDUOUS BUSH
	TREE STUMP
CONC.	CONCRETE
DS	DOWN SPOUT
DYL	DOUBLE YELLOW LINE
EOG	EDGE OF GRAVEL
GRAN.	GRANITE
OFC	OIL FILL CAP
PVC	POLYVINYL CHLORIDE PIPE
RD	ROOF DRAIN
RET. WALL	RETAINING WALL
TH	THRESHOLD ELEVATION
TMB	TIMBER EDGE / CURB
VCP	VITREOUS CLAY PIPE
VGC	VERTICAL GRANITE CURB
TBR	TO BE REMOVED/RAZED

ALTUS ENGINEERING
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STATE OF MAINE
ERIC D. WEINRIEB
No. 6858
LICENSED PROFESSIONAL ENGINEER
12/4/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5433SITE.dwg

SCALE:
(22"x34") 1" = 10'
(11"x17") 1" = 20'

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

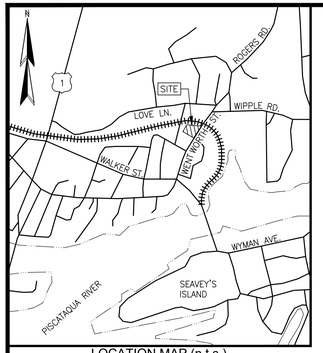
APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
SITE PREPARATION PLAN

SHEET NUMBER:
C - 1

P5431



LOCATION MAP (n.t.s.)

SITE NOTES:

1. REFERENCE: TAX MAP 9, LOTS 37 & 38
   27 & 29 WENTWORTH STREET
   KITTERY, MAINE
2. TOTAL PARCEL AREA: LOT 37 = 8,319 SQ. FT. OR 0.19 AC.
   LOT 38 = 13,389 SQ. FT. OR 0.31 AC.
3. OWNER OF RECORD: NANCY P. BOGENBERGER
   29 WENTWORTH STREET
   KITTERY, ME 03904-1720
   Y.C.R.D. BK. 6527, PG. 279 – LOT 37
   Y.C.R.D. BK. 4493, PG. 227 – LOT 38
4. ZONE: MIXED USE – KITTERY FORESIDE (MU-KF)

DIMENSIONAL REQUIREMENTS:

	REQ'D	LOT 37 EXISTING	LOT 37 PROPOSED	LOT 38 EXISTING	LOT 38 PROPOSED
MIN. LOT AREA	5,000 SF	8,319 SF	8,319 SF	13,389 SF	13,389 SF
MIN. FRONTAGE	0'	±86.46'	±86.46'	±96.50'	±96.50'
MIN. FRONT SETBACK	10'	>79'	±11.0'	>35'	>35'
MIN. SIDE SETBACK	10'	–±3.2'	±11.0'	>20'	>20'
MIN. REAR SETBACK	10'	±4.1'	>50'	>50'	>50'
MAX. BLDG. COVERAGE	60%	±9.4%	±18.1%	±13.0%	±13.5%
MAX. BLDG. HEIGHT	40'	–	<40'	–	<40'
MIN. OPEN SPACE	40%	±60.8%	±30.6% *	±54.0%	±27.4% *

* WAIVER REQUESTED

PARKING REQ.S: 1 SPACES PER GUEST ROOM (NOT INCLUDING INNKEEPER UNIT)
24 UNITS –> 24 SPACES TOTAL WITH A 6 SPACE CREDIT
18 SPACES REQ'D
22 SPACES PROVIDED

5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL PERMITS OBTAINED FOR THIS PROJECT.
6. CONTRACTOR SHALL OBTAIN A "DIGSAFE" NUMBER AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.
7. PAVEMENT MARKINGS SHALL BE CONSTRUCTED USING WHITE, YELLOW OR BLUE TRAFFIC PAINT (WHERE SPECIFIED) MEETING THE REQUIREMENTS OF AASHTO M248, TYPE F OR EQUAL. PAINTED ISLANDS AND LOADING ZONES SHALL BE 4"-WIDE DIAGONAL WHITE LINES 3'-0" O.C. BORDERED BY 4"-WIDE WHITE LINES. PARKING STALLS SHALL BE SEPARATED BY 4"-WIDE WHITE LINES. SEE DETAILS FOR HANDICAP SYMBOLS, SIGNS AND SIGN DETAILS.
8. PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO THE REQUIREMENTS OF THE "MANUAL ON UNIFORM TRAFFIC DEVICES," "STANDARD ALPHABETS FOR HIGHWAY SIGNS AND PAVEMENT MARKINGS" AND THE AMERICANS WITH DISABILITIES ACT (ADA), LATEST EDITIONS.
9. PROPOSED TELEPHONE, ELECTRIC AND CABLE SERVICES AND CONDUITS SHALL BE INSTALLED UNDERGROUND.
10. LOTS SHALL BE SERVED BY MUNICIPAL WATER AND SEWER.
11. ACCUMULATED SNOW WILL BE PLOWED TO AREAS ADJACENT TO PAVEMENT IN A MANNER AS NOT TO HINDER SIGHT LINES AT INTERSECTION. NO SNOW SHALL BE PUSHED ONTO ABUTTING PROPERTY. EXCESS SNOW SHALL BE HAULED OFF-SITE, AS NEEDED.
12. HORIZONTAL DATUM BASED ON NAD83(2011) MAINE WEST STATE PLANE COORDINATE ZONE (1802) DERIVED FROM REDUNDANT GPS OBSERVATIONS UTILIZING THE KEYNET GPS VRS NETWORK.
13. VERTICAL DATUM IS BASED ON APPROXIMATE NAVD88(GEOID18) (±.2') DERIVED FROM REDUNDANT GPS OBSERVATIONS UTILIZING THE KEYNET GPS VRS NETWORK.
14. FLOOD HAZARD ZONE:"X", PER FIRM MAP #2301710008D, DATED 7/3/1986 AND IS NOT WITHIN A 100-YEAR FLOOD ZONE.
15. TRASH TOTES SHALL BE STORED INSIDE FOR SCHEDULED PICKUPS.
16. FINAL MECHANICAL UNITS LOCATION TO BE DETERMINED.
17. NO WETLANDS FOUND ON SITE.
18. THE CONTRACTOR SHALL VERIFY ALL BUILDING DIMENSIONS WITH THE ARCHITECTURAL AND STRUCTURAL PLANS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER FOR RESOLUTION.
19. BUILDING AREA SHOWN IS BASED ON FOOTPRINT MEASURED TO THE EDGE OF FOUNDATIONS AND/OR SLABS. ACTUAL INTERIOR SPACE WILL DIFFER.
20. CROSS EASEMENTS SHALL BE RECORDED REGARDING VEHICULAR AND PEDESTRIAN ACCESS, GRADING, STORMWATER MANAGEMENT AND UTILITIES.
21. ADDITIONAL WAY FINDING SIGN WILL BE ADDED, AS NEEDED.
22. MAINE DOT IS PROPOSING IMPROVEMENTS TO WENTWORTH STREET BEGINNING IN THE FALL OF 2023. IT IS THE INTENT OF THIS DESIGN THAT ANY UTILITY SERVICE IN THE RIGHT-OF-WAY IS COMPLETED PRIOR TO OR IN CONJUNCTION WITH MDOT WORK. CONTACT MDOT FOR SCHEDULE.
    BRIAN KEEZER
    MAINE DOT
    16 STATE HOUSE STATION
    AUGUSTA, ME 04333-0016
    CELL: (207) 462-0697
    EMAIL: BRAIN.KEEZER@MAINE.GOV

PLAN REFERENCE:

1. "EXISTING CONDITIONS PLAN FOR MADBURY ESTATE VENTURES", DATED JUNE 14, 2023, PREPARED BY DOUCET SURVEY, LLC.

TOWN OF KITTERY, PLANNING BOARD

CHAIR	DATE
OWNER	DATE
APPLICANT	DATE

ALTUS ENGINEERING
133 Court Street Portsmouth, NH 03801
(603) 433-2335 www.altus-eng.com

STATE OF MAINE
ERIC D. WEINRIEB
No. 6658
LICENSED
PROFESSIONAL ENGINEER
12/21/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431SITE.dwg

SCALE:
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29 WENTWORTH STREET
KITTERY, MAINE 03904

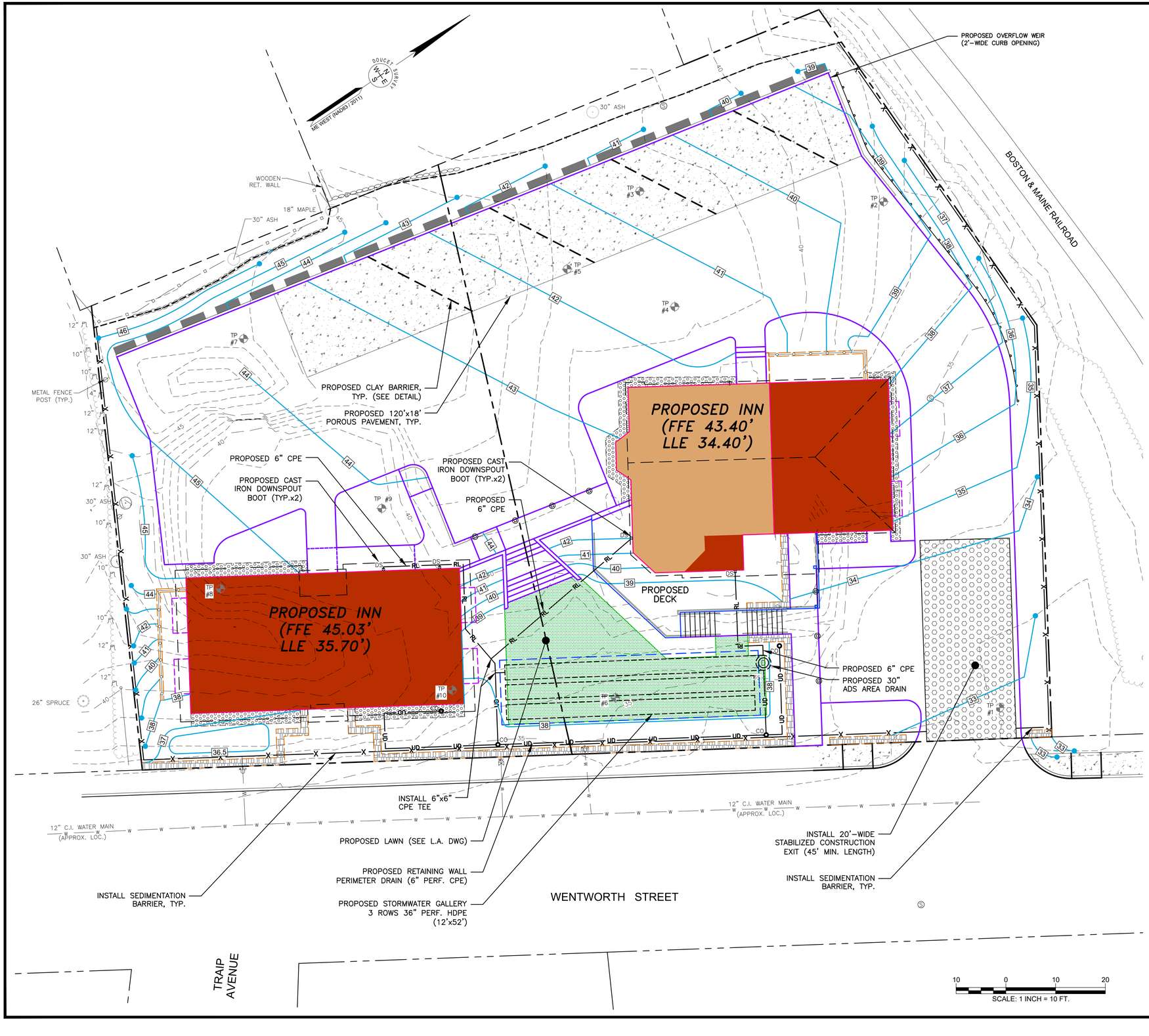
APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
SITE PLAN

SHEET NUMBER:
C - 2

P5431



EROSION AND SEDIMENT CONTROL NOTES:

1. DO NOT BEGIN CONSTRUCTION UNTIL ALL STATE AND LOCAL PERMITS HAVE BEEN APPLIED FOR AND RECEIVED.
2. THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE. CATCH BASINS, MANHOLES, WATER GATES, ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY PROVIDERS AND GOVERNMENTAL AGENCIES. AS SUCH, THEY ARE NOT INCLUSIVE AS OTHER UTILITIES AND UNDERGROUND STRUCTURES THAT ARE NOT SHOWN ON THE PLANS MAY EXIST. THE ENGINEER, SURVEYOR AND OWNER ACCEPT NO RESPONSIBILITY FOR POTENTIAL INACCURACIES IN THE PLAN AND/OR UNFORESEEN CONDITIONS.
3. PERIMETER SEDIMENT CONTROLS AND CULVERT AND CATCH BASIN INLET PROTECTION MEASURES SHALL BE INSTALLED AFTER TREE CLEARING OPERATIONS HAVE CEASED AND BEFORE ANY STUMPING, GRUBBING OR OTHER EARTH DISTURBANCE.
4. NO EARTHWORK SHALL COMMENCE UNTIL ALL APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES HAVE BEEN INSTALLED. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE PROPERLY MAINTAINED IN GOOD WORKING ORDER FOR THE DURATION OF CONSTRUCTION AND THE SITE IS STABILIZED.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN STANDARDS AND SPECIFICATIONS SET FORTH BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
6. CONTRACTOR SHALL CONTROL DUST BY SPRAYING WATER, SWEEPING PAVED SURFACES, PROVIDING TEMPORARY VEGETATION, AND/OR MULCHING EXPOSED AREAS AND STOCKPILES.
7. GRIND STUMPS AND REUSE GRINDINGS FOR EROSION CONTROL WHERE POSSIBLE. NO STUMPS SHALL BE BURIED ON SITE.
8. ORGANIC FILTER BERMS AND/OR OTHER PERIMETER CONTROLS MAY BE USED IN LIEU OF SILTFENCE IN CERTAIN APPLICATIONS WHEN APPROVED IN WRITING BY THE ENGINEER.
9. THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO PREVENT EROSION, PREVENT SEDIMENT FROM LEAVING THE SITE AND/OR ENTERING WETLANDS AND ENSURE PERMANENT SOIL STABILIZATION.
10. ALL CATCH BASINS AND CULVERTS SHALL BE PROVIDED APPROPRIATE TEMPORARY INLET PROTECTION (SEE DETAILS).
11. ALL EROSION CONTROL BLANKETS AND FASTENERS SHALL BE BIODEGRADEABLE.
12. ALL EROSION CONTROL BLANKETS SHALL BE BY NORTH AMERICAN GREEN OR EQUAL AS APPROVED IN WRITING BY THE ENGINEER.
13. ALL SWALES, STORMWATER PONDS AND THEIR CONTRIBUTING AREAS SHALL BE STABILIZED PRIOR TO DIRECTING RUNOFF TO THEM.
14. ALL DISTURBED AREAS NOT TO BE PAVED OR OTHERWISE TREATED SHALL RECEIVE SIX (6") INCHES OF LOAM, LIMESTONE, FERTILIZER, SEED, AND MULCH USING APPROPRIATE SOIL STABILIZATION TECHNIQUES. SEE DETAILS FOR ADDITIONAL INFORMATION.
15. UPON COMPLETION OF CONSTRUCTION, ALL DRAINAGE INFRASTRUCTURE SHALL BE CLEANED OF ALL DEBRIS AND SEDIMENT.
16. UPON COMPLETION OF CONSTRUCTION, ALL TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE REMOVED AND ANY AREAS DISTURBED BY THE REMOVAL SMOOTHED AND REVEGETATED.

TEST PIT LOGS:

TP #1 ESHWT: 36"
REFUSAL: NONE
OBSERVED WATER: 60"

TP #2 ESHWT: NONE
REFUSAL 5"-32" RIPABLE
OBSERVED WATER: NONE

TP #3 ESHWT: NONE
REFUSAL: 40"-64"
OBSERVED WATER: NONE

TP #4 ESHWT: NONE
REFUSAL: 26"-40"
OBSERVED WATER: NONE

TP #5 ESHWT: NONE
REFUSAL: 55"
OBSERVED WATER: NONE

TP #6 ESHWT: NONE
REFUSAL: 56"
OBSERVED WATER: NONE

TP #7 ESHWT: NONE
REFUSAL: 6" RIPABLE
OBSERVED WATER: NONE

TP #8 ESHWT: NONE
REFUSAL: 16" RIPABLE
OBSERVED WATER: NONE

TP #9 ESHWT: NONE
REFUSAL: 9" RIPABLE
OBSERVED WATER: NONE

TP #10 ESHWT: NONE
REFUSAL: 20"-53" RIPABLE
OBSERVED WATER: NONE

LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- TP #1 EXISTING TEST PIT
- PD PROPOSED 6" CPE DRAIN
- UD PROPOSED 6" PERF. UNDERDRAIN
- RL PROPOSED 6" CPE ROOF LEADER
- CO PROPOSED 6" CLEANOUT

ALTUS ENGINEERING
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STATE OF MAINE
ERIC D. WEINRIEB
No. 6658
LICENSED
PROFESSIONAL ENGINEER
12/1/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431SITE.dwg

SCALE:
(22"x34") 1" = 10'
(11"x17") 1" = 20'

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
STORMWATER MGMT. PLAN

SHEET NUMBER:
C - 3

P5431

CONSTRUCTION NOTES:

1. DO NOT BEGIN CONSTRUCTION UNTIL ALL STATE AND LOCAL PERMITS HAVE BEEN APPLIED FOR AND RECEIVED.
2. CONTRACTOR SHALL OBTAIN A "DIGSAFE" NUMBER AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.
3. ALL CONSTRUCTION SHALL MEET THE MINIMUM CONSTRUCTION STANDARDS OF THE TOWN OF KITTERY AND MDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE MORE STRINGENT SPECIFICATION SHALL GOVERN.
4. UNLESS OTHERWISE AGREED IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING TEMPORARY BENCHMARKS (TBM) AND PERFORMING ALL CONSTRUCTION SURVEY LAYOUT.
5. PRIOR TO CONSTRUCTION, FIELD VERIFY JUNCTIONS, LOCATIONS AND ELEVATIONS/INVERTS OF ALL EXISTING STORMWATER AND UTILITY LINES. PRESERVE AND PROTECT LINES TO BE RETAINED.
6. ALL BENCHMARKS AND TOPOGRAPHY SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO INITIATING CONSTRUCTION.
7. TEMPORARY INLET PROTECTION MEASURES SHALL BE INSTALLED IN ALL EXISTING AND PROPOSED CATCH BASINS WITHIN 100' OF THE PROJECT SITE WHEN SITE WORK WITHIN CONTRIBUTING AREAS IS ACTIVE OR SAID AREAS HAVE NOT BEEN STABILIZED.
8. PROTECTION OF SUBGRADE: THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN STABLE, DEWATERED SUBGRADES FOR FOUNDATIONS, PAVEMENT AREAS, UTILITY TRENCHES, AND OTHER AREAS DURING CONSTRUCTION. SUBGRADE DISTURBANCE MAY BE INFLUENCED BY EXCAVATION METHODS, MOISTURE, PRECIPITATION, GROUNDWATER CONTROL, AND CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT SUBGRADE DISTURBANCE. SUCH PRECAUTIONS MAY INCLUDE DIVERTING STORMWATER RUNOFF AWAY FROM CONSTRUCTION AREAS, REDUCING TRAFFIC IN SENSITIVE AREAS, AND MAINTAINING AN EFFECTIVE DEWATERING PROGRAM. SOILS EXHIBITING HEAVING OR INSTABILITY SHALL BE OVER EXCAVATED TO MORE COMPETENT BEARING SOIL AND REPLACED WITH FREE DRAINING STRUCTURAL FILL. IF THE EARTHWORK IS PERFORMED DURING FREEZING WEATHER, EXPOSED SUBGRADES ARE SUSCEPTIBLE TO FROST. NO FILL OR UTILITIES SHALL BE PLACED ON FROZEN GROUND. THIS WILL LIKELY REQUIRE REMOVAL OF A FROZEN SOIL CRUST AT THE COMMENCEMENT OF EACH DAY'S OPERATIONS. THE FINAL SUBGRADE ELEVATION WOULD ALSO REQUIRE AN APPROPRIATE DEGREE OF INSULATION AGAINST FREEZING.
9. IF SUITABLE, EXCAVATED MATERIALS SHALL BE PLACED AS FILL WITHIN UPLAND AREAS ONLY AND SHALL NOT BE PLACED WITHIN WETLANDS. PLACEMENT OF BORROW MATERIALS SHALL BE PERFORMED IN A MANNER THAT PREVENTS LONG TERM DIFFERENTIAL SETTLEMENT. EXCESSIVELY WET MATERIALS SHALL BE STOCKPILED AND ALLOWED TO DRAIN BEFORE PLACEMENT. FROZEN MATERIAL SHALL NOT BE USED FOR CONSTRUCTION.
10. BLASTING OPERATIONS, IF REQUIRED, SHALL MEET THE AIR BLAST STANDARDS OF THE MDEP RULES, CHAPTER 375.10(C)(4)(C). GROUND VIBRATION AT STRUCTURES NOT OWNED OR CONTROLLED BY THE OWNER MUST BE NO GREATER THAN THE FREQUENCY-DEPENDENT LIMITS DEFINED IN FIGURE B-1 OF APPENDIX B, U.S. BUREAU OF MINES RI 8507. FLYROCK MAY NOT LEAVE PROPERTY OWNED OR CONTROLLED BY THE OWNER OR ENTER A PROTECTED RESOURCE.
11. DRAINAGE PIPE SHALL BE CORRUGATED POLYETHYLENE PIPE (CPP), TYPE ADS N-12 OR HANCOR H1-Q, OR DUCTILE IRON CLASS 52 WHERE SPECIFIED.
12. ALL CATCH BASIN, MANHOLE AND OTHER DRAINAGE RIMS SHALL BE SET FLUSH WITH OR NO LESS THAN 0.1' BELOW FINISH GRADE. ANY RIM ABOVE SURROUNDING FINISH GRADE SHALL NOT BE ACCEPTED.
13. ALL SPOT GRADES ARE AT FINISH GRADE AND BOTTOM OF CURB WHERE APPLICABLE.
14. ALL ROOF DRAIN RISERS SHALL BE LOCATED IN COORDINATION WITH THE ARCHITECTURAL PLANS TO MATCH GUTTER DOWNSPOUTS. RISERS SHALL BE SET TO FINISH GRADE PLUS 1' (MIN.).
15. IN ORDER TO PROVIDE VISUAL CLARITY ON THE PLANS, DRAINAGE AND OTHER UTILITY STRUCTURES MAY NOT BE DRAWN TO SCALE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER SIZING AND LOCATION OF ALL STRUCTURES AND IS DIRECTED TO RESOLVE ANY POTENTIAL DISCREPANCY WITH THE ENGINEER PRIOR TO CONSTRUCTION.
16. WORK HOURS FOR CONSTRUCTION SHALL BE AS APPROVED BY TOWN OF KITTERY. STANDARD WORK HOURS SHALL BE 7AM TO 7PM, MONDAY – SATURDAY.

LEGEND:

34	EXISTING CONTOUR
34	PROPOSED CONTOUR
X 41.5	EXISTING SPOT GRADE
32.64	PROPOSED SPOT GRADE
SW ±32.6	ROW SIDEWALK ELEV. (APPROX.)
TW 32.6 BW 31.0	PROP. TOP / BOTTOM OF WALL

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STATE OF MAINE
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LICENSED
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8/24/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431SITE.dwg

SCALE:
(22"x34") 1" = 10'
(11"x17") 1" = 20'

OWNER:
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29 WENTWORTH STREET
KITTERY, MAINE 03904

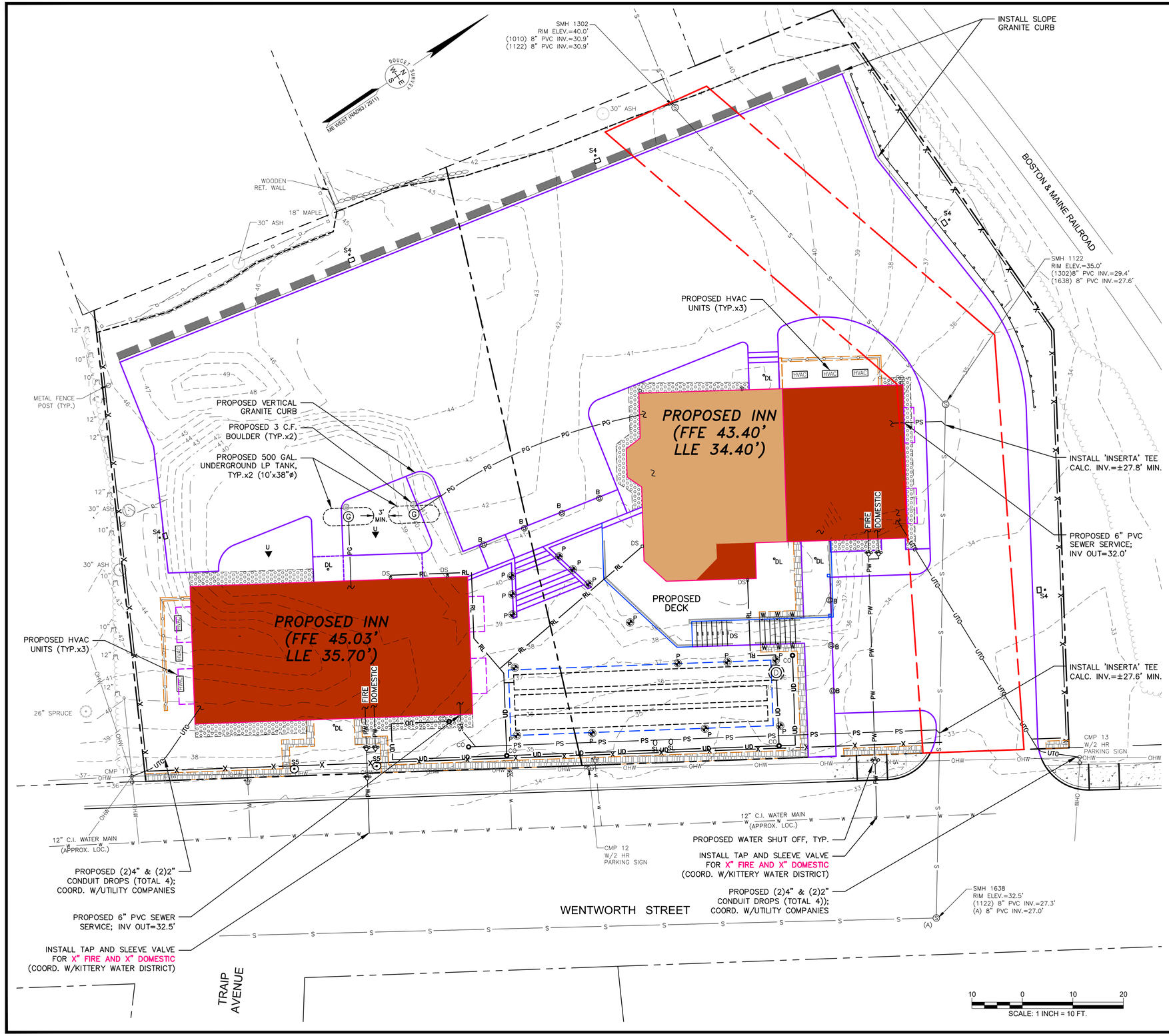
APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
GRADING PLAN

SHEET NUMBER:
C - 4

P5431



UTILITY NOTES:

1. THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE. CATCH BASINS, MANHOLES, WATER GATES, ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY PROVIDERS AND GOVERNMENTAL AGENCIES. AS SUCH, THEY ARE NOT INCLUSIVE AS OTHER UTILITIES AND UNDERGROUND STRUCTURES THAT ARE NOT SHOWN ON THE PLANS MAY EXIST. THE ENGINEER, SURVEYOR AND OWNER ACCEPT NO RESPONSIBILITY FOR POTENTIAL INACCURACIES IN THE PLAN AND/OR UNFORESEEN CONDITIONS. THE CONTRACTOR SHALL NOTIFY, IN WRITING, SAID AGENCIES, UTILITY PROVIDERS, TOWN OF KITTERY DPW AND OWNER'S AUTHORIZED REPRESENTATIVE AND CALL DIG SAFE AT 1 (800) DIG-SAFE AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO ANY EXCAVATION WORK.
2. PRIOR TO CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND FIELD VERIFY JUNCTIONS, LOCATIONS AND ELEVATIONS/INVERTS OF ALL EXISTING AND PROPOSED STORMWATER AND UTILITY LINES. CONFLICTS SHALL BE ANTICIPATED AND ALL EXISTING LINES TO BE RETAINED SHALL BE PROTECTED. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED AND, IF NECESSARY, EXISTING UTILITIES SHALL BE RELOCATED AT NO EXTRA COST TO THE OWNER. ALL CONFLICTS SHALL BE RESOLVED WITH THE INVOLVEMENT OF THE ENGINEER, DPW AND APPROPRIATE UTILITIES.
3. ALL CONSTRUCTION SHALL MEET THE MINIMUM CONSTRUCTION STANDARDS OF THE TOWN OF KITTERY AND MDOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, LATEST EDITION. THE MORE STRINGENT SPECIFICATION SHALL GOVERN.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE POSTING OF ALL BONDS AND PAYMENT OF ALL TAP, TIE-IN AND CONNECTION FEES.
5. IF REQUIRED, ALL ROAD/LANE CLOSURES OR OTHER TRAFFIC INTERRUPTIONS SHALL BE COORDINATED WITH THE KITTERY POLICE DEPARTMENT, DPW, MDOT AND ABUTTING PROPERTY OWNERS (WHERE APPROPRIATE) AT LEAST TWO WEEKS PRIOR TO COMMENCING RELATED CONSTRUCTION.
6. ALL TRENCHING, PIPE LAYING AND BACKFILLING SHALL CONFORM TO FEDERAL OSHA AND CITY REGULATIONS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRENCHING, BEDDING, BACKFILL & COMPACTION FOR ALL UTILITY TRENCHING IN ADDITION TO ALL CONDUIT INSTALLATION AND COORDINATION OF ALL REQUIRED INSPECTIONS.
8. DETECTABLE WARNING TAPE SHALL BE PLACED OVER THE ENTIRE LENGTH OF ALL BURIED UTILITIES, COLORS PER THE RESPECTIVE UTILITY PROVIDERS.
9. SEE ARCHITECTURAL/MECHANICAL DRAWINGS FOR EXACT LOCATIONS & ELEVATIONS OF UTILITY CONNECTIONS AT BUILDING. COORDINATE ALL WORK WITHIN FIVE (5) FEET OF BUILDINGS WITH BUILDING CONTRACTOR AND ARCHITECTURAL/MECHANICAL DRAWINGS. ALL CONFLICTS AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY AND PRIOR TO COMMENCING RELATED WORK.
10. UTILITY PROVIDERS:
    WATER: KITTERY WATER DISTRICT, (207) 439-1128
    SEWER: KITTERY WASTEWATER, (207) 439-4646
    CABLE/INTERNET/TELECOMMS: PROVIDER PER OWNER
    ELECTRIC: CENTRAL MAINE POWER, (800) 565-3181
    PROPANE: PROVIDER PER OWNER
11. ALL WATER AND SEWER INSTALLATIONS SHALL BE CONSTRUCTED AND TESTED PER THE TOWN OF KITTERY'S STANDARDS AND SPECIFICATIONS. ALL OTHER UTILITIES SHALL BE TO THE STANDARDS AND SPECIFICATIONS OF THE RESPECTIVE UTILITY PROVIDERS.
12. WHERE WATER LINES CROSS, RUN ADJACENT TO OR ARE WITHIN 5' OF STORM DRAINAGE PIPES OR STRUCTURES, 2"-THICK CLOSED CELL RIGID BOARD INSULATION SHALL BE INSTALLED FOR FROST PROTECTION.
13. WHERE WATER OR SEWER LINES ARE INSTALLED WITH LESS THAT 5' OF COVER, 2"-THICK CLOSED CELL RIGID BOARD INSULATION SHALL BE INSTALLED FOR THE FULL WIDTH OF THE TRENCH FOR FROST PROTECTION.
14. WATER AND SANITARY SEWER LINES SHALL BE LOCATED AT LEAST 10' HORIZONTALLY FROM EACH OTHER. WHERE CROSSING, 18" MINIMUM VERTICAL CLEARANCE SHALL BE PROVIDED WITH WATER INSTALLED OVER SEWER.
15. CONTRACTOR TO PROVIDE BOLLARDS AT SERVICE ENTRANCES PER THE SPECIFICATIONS OF THE RESPECTIVE UTILITY PROVIDERS.
16. CONTRACTOR TO COORDINATE WITH K.W.D. FOR THE FILING OF REQUIRED MDOT LOCATION PERMIT AND HIGHWAY OPENING PERMIT.
17. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT LAYOUT PLAN FOR SITE LIGHTING FIXTURES.

LEGEND:

PE	PROPOSED ELECTRIC
UTC	PROPOSED ELECTRIC/COMM./CABLE
PG	PROPOSED GAS
HVAC	PROPOSED HEATING/VENTILATION/AIR CONDITION
PS	PROPOSED SEWER
PW	PROPOSED WATER
	PROPOSED SHUTOFF VALVE
S4 S5	PROPOSED POLE LIGHT
B	PROPOSED BOLLARD LIGHT (7 TOTAL)
W	PROPOSED WALL LIGHT (6 TOTAL)
SL	PROPOSED SIGN LIGHT (2 TOTAL)
P	PROPOSED PATH LIGHT
DS	PROPOSED STEP LIGHT (7 TOTAL)
U	PROPOSED UP LIGHT (2 TOTAL)

ALTUS ENGINEERING
133 Court Street
(603) 433-2335
Portsmouth, NH 03801
www.altus-eng.com

STATE OF MAINE
ERIC D. WEINRIEB
No. 6858
LICENSED
PROFESSIONAL ENGINEER
8/24/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431SITE.dwg

SCALE:
(22"x34") 1" = 10'
(11"x17") 1" = 20'

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

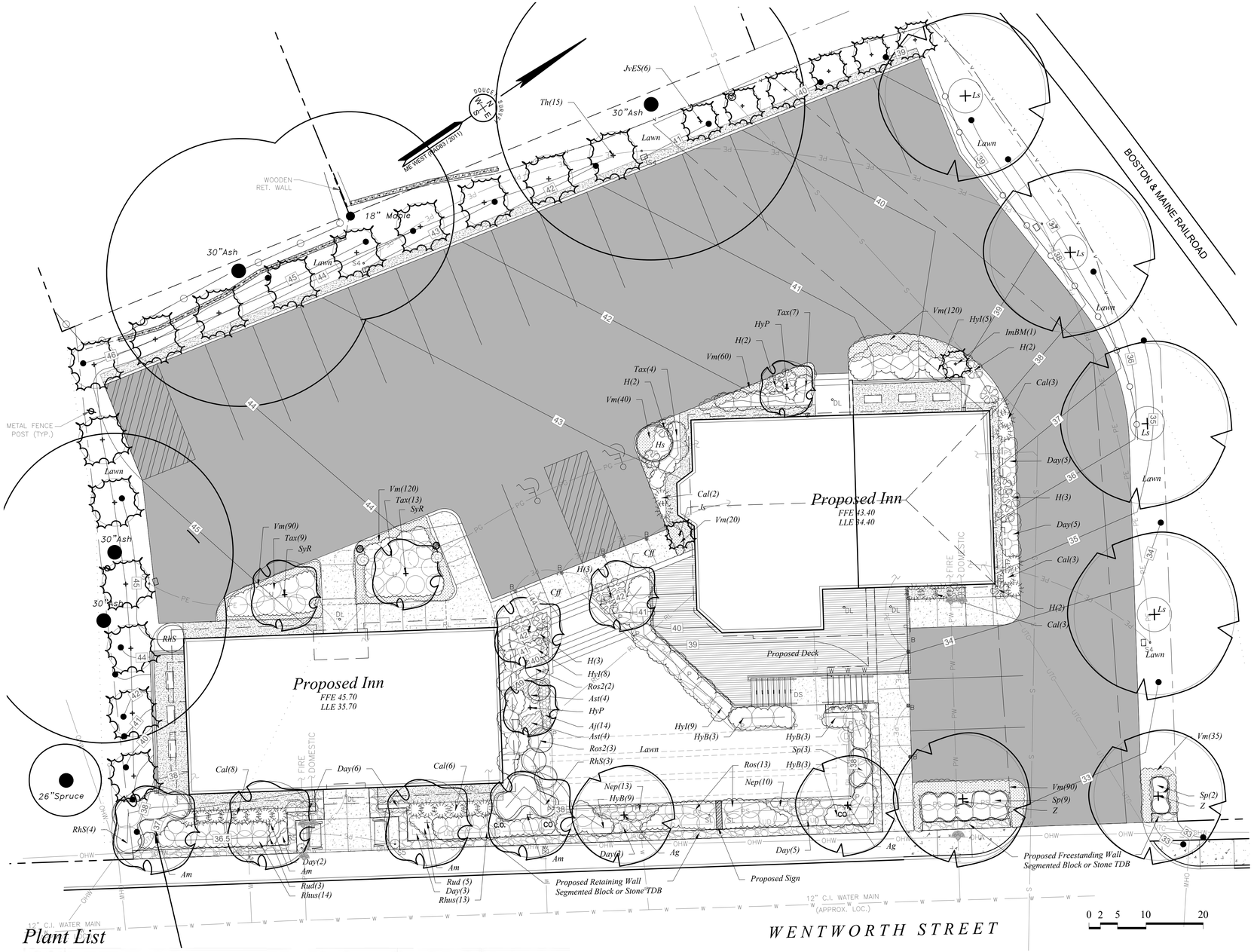
APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
UTILITY PLAN

SHEET NUMBER:
C - 5

P5431



Landscape Notes

1. Design is based on drawings by Altus Engineering dated August 2023 and may require adjustment due to actual field conditions.
2. The contractor shall follow best management practices during construction and shall take all means necessary to stabilize and protect the site from erosion.
3. Erosion Control shall be in place prior to construction. See Engineer's drawings and specifications.
4. The Contractor shall verify layout and grades and inform the Landscape Architect or Client's Representative of any discrepancies or changes in layout and/or grade relationships prior to construction.
5. It is the contractor's responsibility to verify drawings provided are to the correct scale prior to any bid, estimate or installation. A graphic scale bar has been provided on each sheet for this purpose. If it is determined that the scale of the drawing is incorrect, the landscape architect will provide a set of drawings at the correct scale, at the request of the contractor.
6. Trees to Remain within the construction zone shall be protected from damage for the duration of the project by snow fence or other suitable means of protection to be approved by Landscape Architect or Client's Representative. Snow fence shall be located at the drip line at a minimum and shall include any and all surface roots. Do not fill or mulch on the trunk flare. Do not disturb roots. In order to protect the integrity of the roots, branches, trunk and bark of the tree(s) no vehicles or construction equipment shall drive or park in or on the area within the drip line(s) of the tree(s). Do not store any refuse or construction materials or portalets within the tree protection area. If excavation is to occur within the root zone then the contractor shall cleanly prune the roots prior to excavations.
7. This plan is for review purposes only, NOT for Construction. Construction Documents will be provided upon request.
8. Location, support, protection, and restoration of all existing utilities and appurtenances shall be the responsibility of the Contractor.
9. The Contractor shall verify exact location and elevation of all utilities with the respective utility owners prior to construction. Call DIGSAFE at 811 or 888-DIG-SAFE.
10. The Contractor shall procure any required permits prior to construction.
11. Prior to any landscape construction activities Contractor shall test all existing loam and loam from off-site intended to be used for lawns and plant beds using a thorough sampling throughout the supply. Soil testing shall indicate levels of pH, nitrates, macro and micro nutrients, texture, soluble salts, and organic matter. Contractor shall provide Landscape Architect with test results and recommendations from the testing facility along with soil amendment plans as necessary for the proposed plantings to thrive. All loam to be used on site shall be amended as approved by the Landscape Architect prior to placement.
12. Contractor shall notify landscape architect or owner's representative immediately if at any point during demolition or construction a site condition is discovered which may negatively impact the completed project. This includes, but is not limited to, unforeseen drainage problems, unknown subsurface conditions, and discrepancies between the plan and the site. If a Contractor is aware of a potential issue and does not bring it to the attention of the Landscape Architect or Owner's Representative immediately, they may be responsible for the labor and materials associated with correcting the problem.
13. The Contractor shall furnish and plant all plants shown on the drawings and listed thereon. All plants shall be nursery-grown under climatic conditions similar to those in the locality of the project. Plants shall conform to the botanical names and standards of size, culture, and quality for the highest grades and standards as adopted by the American Association of Nurserymen, Inc. in the American Standard of Nursery Stock, American Standards Institute, Inc. 230 Southern Building, Washington, D.C. 20005.
14. A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.
15. All plants shall be legibly tagged with proper botanical name.
16. The Contractor shall ***guarantee all plants including seeding***, for not less than one year from time of acceptance.
17. Owner or Owner's Representative will inspect plants upon delivery for conformity to Specification requirements. Such approval shall not affect the right of inspection and rejection during or after the progress of the work. The Owner reserves the right to inspect and/or select all trees at the place of growth and reserves the right to approve a representative sample of each type of shrub, herbaceous perennial, annual, and ground cover at the place of growth. Such sample will serve as a minimum standard for all plants of the same species used in this work.
18. No substitutions of plants may be made without prior approval of the Owner or the Owner's Representative for any reason.
19. All landscaping shall be provided with the following:
    a. Outside hose attachments spaced a maximum of 150 feet apart, and
    b. An underground irrigation system, or
    c. A temporary irrigation system designed for a two-year period of plant establishment.
20. If an automatic irrigation system is installed, all irrigation valve boxes shall be located within planting bed areas.
21. The contractor is responsible for all plant material from the time their work commences until final acceptance. This includes but is not limited to maintaining all plants in good condition, the security of the plant material once delivered to the site, watering of plants, including seeding and weeding. Plants shall be appropriately watered prior to, during, and after planting. It is the Contractor's responsibility to provide clean water suitable for plant health from off site, should it not be available on site.
22. All disturbed areas will be dressed with 6" of loam and planted as noted on the plans or seeded except plant beds. Plant beds shall be prepared to a depth of 12" with 75% loam and 25% compost.
23. Trees, ground cover, and shrub beds shall be mulched to a depth of 2" with one-year-old, well-composted, shredded native bark not longer than 4" in length and ½" in width, free of woodchips and sawdust. Mulch for ferns and herbaceous perennials shall be no longer than 1" in length. Trees in lawn areas shall be mulched in a 5' diameter min. saucer. Color of mulch shall be black.
24. Drip strip shall extend to 6" beyond roof overhang and shall be edged with 3/16" thick metal edger.
25. In no case shall mulch touch the stem of a plant nor shall mulch ever be more than 3" thick total (including previously applied mulch) over the root ball of any plant.
26. Secondary lateral branches of deciduous trees overhanging vehicular and pedestrian travel ways shall be pruned up to a height of 6' to allow clear and safe passage of vehicles and pedestrians under tree canopy. Within the sight distance triangles at vehicle intersections the canopies shall be raised to 8' min.
27. Snow shall be stored a minimum of 5' from shrubs and trunks of trees.
28. Landscape Architect is not responsible for the means and methods of the Contractor.

Plant List

TREES

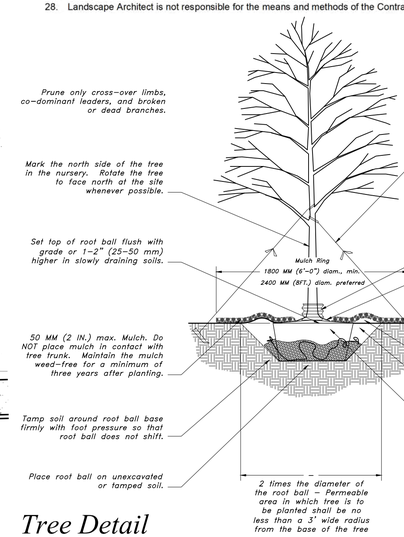
Symbol	Botanical Name	Common Name	Quantity	Size	Comments
Am	*Amelanchier grandiflora 'Robin Hill'*	Robin Hill Serviceberry	4	2.5-3" cal.	BB
Ag	*Acer griseum*	Paperbark Maple	2	3-3.5" cal.	BB
Cff	*Carpinus betulus 'Frans Fontaine'*	Frans Fontaine Hornbeam	2	3" cal.	BB
JvES	*Juniperus virginiana 'Emerald Sentinel'*	Emerald Sentinel Eastern Red Cedar	6	7-8' ht.	BB
Ls	*Liquidambar styraciflua*	American Sweetgum	4	3" cal.	BB
SyR	*Syringa reticulata*	Japanese Tree Lilac	2	3" cal.	BB
TH	*Thuja plicata 'Green Giant'*	Green Giant Western Red Cedar	15	8-10' ht	B&B
Z	*Zelkova serrata 'Green Vase'*	Green Vase Zelkova	2	3" cal.	BB

SHRUBS

Symbol	Botanical Name	Common Name	Quantity	Size	Comments
Hs	*Hibiscus syriacus 'Blue Satin'*	Blue Satin Rose of Sharon	1	5-6' ht	BB
HyB	*Hydrangea 'Bloomstruck'*	Bloomstruck Hydrangea	12	3 gal.	
HyI	*Hydrangea 'Incrediball'*	Incrediball Hydrangea	17	5 gal.	
HyP	*Hydrangea paniculata 'Limelight'*	Limelight Hydrangea	2	15 gal.	Treeform BB
Js	*Juniperus scopulorum 'Skyrocket'*	Skyrocket Juniper	1	5-6' ht	BB
Rhs	*Rhododendron 'Scintillation'*	Scintillation Rhododendron	11	5 gal.	
Rhus	*Rhus amoratica 'Grow Low'*	Grow Low Sumac	27	3 gal.	
Ros1	*Rosa 'Apricot Drift'*	Apricot Drift Rose	13	3 gal.	
Ros2	*Rosa 'Blush Knockout'*	Blush Knockout Rose	5	3 gal.	
SpDD	*Spirea 'Double Play Doozie'*	Double Play Doozie Spirea	14	3 gal/	
Tax	*Taxus media 'Everlow'*	Everlow Yew	33	18-24" BB	

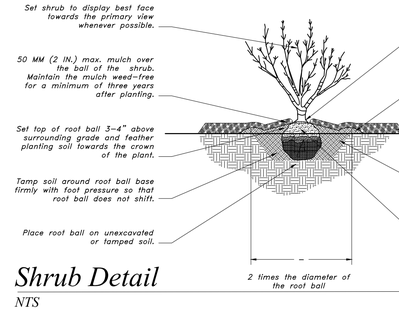
PERENNIALS

Symbol	Botanical Name	Common Name	Quantity	Size	Comments
Aj	*Ajuga reptans 'Burgandy Glow'*	Burgandy Glow Ajuga	16	1 qt	12" o.c.
Cal	*Calamagrostis 'Karl Foerster'*	Karl Foerster Feather Reed Grass	25	1 gal	
Day	*Hemerocallis 'Big Tyme Happy'*	Big Tyme Happy Daylily	13	1 gal	
	Hemerocallis 'Chicago Apache'	Chigaco Apache Daylily	14	1 gal	
	Hemerocallis 'South Seas'	South Seas Daylily	13	1 gal	
H1	*Hosta sieboliana 'Elegans'*	Elegans Hosta	5	1 gal	
H2	*Hosta 'Frances Williams'*	Frances Williams Hosta	4	1 gal	
H3	*Hosta 'Dream Weaver'*	Dream Weaver Hosta	4	1 gal	
H4	*Hosta 'Krosa Regal'*	Krossa Regal Hosta	4	1 gal	
Nep	*Nepeta Little Trudy'*	Little Trudy Catmint	23	1 gal	
VMB	*Vinca monor 'Bowles'*	Bowles Periwinkle	510	2" pots	8" o.c.



Tree Detail

NTS



Shrub Detail

NTS

woodburn & company
LANDSCAPE ARCHITECTURE
103 Kent Place Newmarket, New Hampshire Phone: 603.659.5949

The Foreside Inn

Landscape Plan

Madbury Real Estate Ventures 27 &29 Wentworth Street Kittery, Maine

Drawn By:	RW
Checked By:	RW
Scale:	scale
Date:	2023-08-22
	Planning Board
Revisions:	Submission

L-1

Sheet x of X

PROJECT NAME AND LOCATION

Inn Redevelopment
Map 9 Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

Latitude: 043° 05' 17" N
Longitude: 070° 44' 32" W

DESCRIPTION

The project consists of razing two (2) existing multi-family residences and a portion of existing Inn to construct two (2) 12-unit inns with one caretaker unit on two lots. The project will be completed in a single phase.

DISTURBED AREA

The total area to be disturbed is approximately 0.5 acres for new construction of driveway and associated improvements. Prior to lot clearing and soil disturbance, sedimentation barrier shall be installed to prevent sediment leaving the lot.

SEQUENCE OF MAJOR ACTIVITIES

1. Install temporary erosion control measures, including silt fences and stabilized construction entrances.
2. Upon completion of items 1, demo existing structures, clear and grub wooded areas, strip and stockpile loam. Stockpiles shall be temporarily stabilized with hay bales mulch and surrounded by a hay bale or silt fence barrier until material is removed and final grading is complete.
3. Construct ditches and stabilize prior to directing flow to them.
4. Construct drainage structures, swales & driveway base materials.
5. Ditches and swales with grades over 5% shall have sides and bottom reinforced with excelsior matting.
6. Grade and shape lots to finish elevations.
7. Stabilize disturbed areas.
8. When all construction activity is complete and site is stabilized, remove all hay bales, storm check dams, silt fences and sediment that has been trapped by these devices.

NAME OF RECEIVING WATER

Closed municipal drainage systems to tidal waters of Piscataqua River.

TEMPORARY EROSION AND SEDIMENT CONTROLS AND STABILIZATION PRACTICES

All work shall be in accordance with state and local permits. Work shall conform to the practices described in the "Maine Erosion and Sediment Control BMPs, 2003" published by the Maine Department of Environmental Protection.

As indicated in the sequence of Major Activities, the hay bales and silt fences shall be installed prior to commencing any clearing or grading of the site. Structural controls shall be installed concurrently with the applicable activity. Once construction activity ceases permanently in an area, silt fences and hay bale barriers and any earth/dikes will be removed once permanent measures are established.

During construction, runoff will be diverted around the site with stabilized channels where possible. Sheet runoff from the site will be filtered through hay bale barriers, stone check dams, and silt fences. All storm drain inlets shall be provided with hay bale filters or stone check dams. Stone rip rap shall be provided at the outlets of drain pipes and culverts where shown.

Temporary and permanent vegetation and mulching is an integral component of the erosion and sedimentation control plan. All areas shall be inspected and maintained until desires vegetative cover is established. These control measures are essential to erosion prevention and also reduce costly rework of graded and shaped areas.

Temporary vegetation shall be maintained in these areas until permanent seeding is applied. Additionally, erosion sedimentation measures shall be maintained until permanent vegetation is established.

INSTALLATION, MAINTENANCE AND INSPECTION PROCEDURES FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

A. GENERAL

1. Perimeter controls shall be installed prior to earth moving operations.
2. The smallest practical portion of the site will be denuded at one time and no more than be mulched in one day. All disturbed areas must be stabilized by temporary measures within 5 days of initial disturbance and stabilized by permanent measures immediately after final grading.
2. Sediment barriers shall be installed downgradient of stockpiles and diversion swales installed upgradient of stockpiles to prevent movement of soil.
3. Built-up sediment shall be removed from sedimentation barrier or other barriers when it has reached one-third the height of the tubular barrier or bale, or when "bulges" occur in sedimentation barrier.
4. All diversion dikes shall be inspected and any breaches promptly repaired.
5. Temporary seeding and planting shall be inspected for bare spots, washouts, and unhealthy growth.
6. The owner's authorized engineer shall inspect the site on a periodic basis to review compliance with the plans.
7. All ditches and swales shall be stabilized prior to directing runoff to them. All diversion dikes will be inspected and any breaches promptly repaired.
8. Temporary water diversion (swales, basins, etc) shall be used as necessary until areas are stabilized.
9. Ponds and swales shall be installed early on in the construction sequence (before rough grading site).
10. All cut and fill slopes shall be seeded/loamed within 72 hours of achieving finished grade.
11. An area shall be considered stable if one of the following has occurred:
    a. Base coarse gravels have been installed in areas to be paved;
    b. A minimum of 90% vegetated growth as been established;
    c. A minimum of 3 inches of non-erosive material such as stone of riprap has been installed; or
    d. Erosion control blankets have been properly installed.

B. MULCHING

Application

* In sensitive areas (within 100 ft of streams, wetlands and in lake watersheds) temporary mulch shall be applied within 7 days of exposing soil or prior to any storm event.
* Areas, which have been temporarily or permanently seeded, shall be mulched immediately following seeding.
* Areas which cannot be seeded within the growing season shall be mulched for over-winter protection and the area should be seeded at the beginning of the growing season.
* Mulch anchoring should be used on slopes greater than 5% in late fall (past September 15), and over-winter (September 15 – April 15).

Type of Mulch

Hay or Straw Mulches

Organic mulches, including hay and straw, shall be air-dried, free of undesirable seeds and coarse materials. Application rate shall be 2 bales (70-90 pounds) per 1000 sq. ft. or 1.5 to 2 tons (90-100 bales) per acre to cover 75 to 90 % of the ground surface. Hay mulch subject to wind blowing shall be anchored via: netting; peg and twine or tracking.

Erosion Control Mix

Erosion control mix shall consist primarily of organic material and shall include any of the following: shredded bark, stump grindings, composted bark or other acceptable products based on a similar raw source. Wood or bark chips, ground construction debris or reprocessed wood products shall not be acceptable as the organic component of the mix.
It can be used as a stand-alone reinforcement:

* On slopes 2 horizontal to 1 vertical or less.
* On frozen ground or forested areas.
* At the edge of gravel parking areas and areas under construction.

Other reinforcement BMPs (i.e. riprap) should be used:

* On slopes with groundwater seepage;
* At low points with concentrated flows and in gullies;
* At the bottom of steep perimeter slopes exceeding 100 feet in length;
* Below culvert outlet aprons; and
* Around catch basins and closed storm systems.

Composition

Erosion control mix shall contain a well-graded mixture of particle sizes and may contain rocks less than 4" in diameter. Erosion control mix must be free of refuse, physical contaminants, and material toxic to plant growth. The mix composition shall meet the following standards:

* The organic matter content shall be between 80 and 100%, dry weight basis.
* Particle size by weight shall be 100% passing a 6" screen and a minimum of 70%, maximum of 85%, passing a 0.75" screen.
* The organic portion needs to be fibrous and elongated.
* Large portions of silts, clays or fine sands are not acceptable in the mix.

Installation

* Erosion control mix shall not be used on slopes steeper than 2:1.
* On slopes of 3:1 or less; 2 inches plus an additional 1/2 inch per 20 feet of slope up to 100 feet.
* On slopes between 3:1 and 2:1, 4 inch plus an additional 1/2 inch per 20 feet of slope up to 100 feet.

The thickness of the mulch at the bottom of the slope needs to be:

	<3:1 slope	slopes between 3:1 and 2:1
<20' of slope	2.0"	4.0'
<60' of slope	3.0"	5.0'
<100' of slope	4.0"	6.0'

* It shall be placed evenly and must provide 100% soil coverage, with the soil totally invisible

Any required repairs shall be made immediately, with additional erosion control mix placed on top of the mulch to reach the recommended thickness. When the mix is decomposed, clogged with sediment, eroded or ineffective, it shall be replaced or repaired. Erosion control mix mulch shall be left in place. If the mulch needs to be removed spread it out into the landscape.

Maintenance

All mulches must be inspected periodically, in particular after rainstorms, to check for rill erosion. If less than 90% of the soil surface is covered by mulch, additional mulch shall be immediately applied. Nets shall be inspected after rain events for dislocation or failure. If washouts or breakage occur, re-install the nets as necessary after repairing damage to the slope. Inspections shall take place until grasses are firmly established (95% soil surface covered with grass). Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface. Repair as needed.

C. TEMPORARY VEGETATION

Considerations

* Proper seedbed preparation and the use of quality seed are important in this practice just as in permanent seeding. Failure to carefully follow sound agronomic recommendations will often result in an inadequate stand of vegetation that provides little or no erosion control.
* Nutrients and pesticides used to establish and maintain a vegetation cover shall be managed to protect the surface and ground water quality.
* Temporary seeding shall be used extensively in sensitive areas (ponds and lake watersheds, steep slopes, streambanks, etc.).
* Late fall seeding may fail and cause water quality deterioration in spring runoff events, thus

other measures such as mulching shall be implemented.

Specifications

Seedbed Preparation

Apply limestone and fertilizer according to soil test recommendations. If soil testing is not feasible on small or variable sites, or where timing is critical, fertilizer may be applied at the rate of 600 pounds per acre or 13.8 pounds per 1,000 square feet of 10-10-10 (N-P2O5-K20) or equivalent. Apply limestone (equivalent to 50 percent calcium plus magnesium oxide) at a rate of 3 tons per acre (138 lb. per 1,000 square feet).

Seeding

* Select seed from recommendations in enclosed table.
* Where the soil has been compacted by construction operations, loosen soil to a depth of 2 inches before applying fertilizer, lime and seed.
* Apply seed uniformly by hand, cyclone seeder, drill, cultipacker type seeder or hydroseeder (slurry including seed and fertilizer). Hydroseeding that includes mulch may be left on soil surface. Seeding rates must be increased 10% when hydroseeding.

Mulching

Apply mulch over seeded area according to the TEMPORARY MULCHING BMP.

Maintenance

Temporary seeding shall be periodically inspected. At a minimum, 95% of the soil surface should be covered by vegetation. If any evidence of erosion or sedimentation is apparent, repairs shall be made and other temporary measures used in the interim (mulch, filter barriers, check dams, etc.).

Temporary Seeding Rates and Dates

Seed	Lb./Ac	Seeding Depth	Recommended Seeding Dates	Remarks
Winter Rye	112 (2.0 bu)	1-1.5 in	8/15-10/1	Good for fall seeding. Select a hardy species, such as Aroostook Rye.
Oats	80 (2.5 bu)	1-1.5 in	4/1-7/1 Early fall 8/15-9/15 winter	Best for spring seeding. seeding will die when weather moved in, but mulch will provide protection.
Annual Ryegrass	40	.25 in	4/1-7/1	Grows quickly but is of short duration. Use where appearance is important. With mulch, seeding may be done throughout growing season.
Sudangrass	40 (1.0 bu)	.5-1 in	5/15-8/15	Good growth during hot summer periods.
Perennial	40 (2.0 bu)	.25 in	8/15-9/15	Good cover, longer lasting than Annual Ryegrass. Mulching will allow seeding throughout growing season.
Temporary mulch with or MULCHING BMP and/or without dormant seeding PERMANENT VEGETATION BMP.			10/1-4/1	Refer to TEMPORARY

D. FILTERS

Tubular Sediment Barrier

a. To be provided by an approved manufacturer or supplier;
b. Installed per manufacturer's specifications;
c. Barrier shall be removed when they have served their useful purpose but not before the upslope areas has been permanently stabilized.

Straw/Hay Bales

* Bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another.
* All bales shall be either wire-bound or string-tied. Bales shall be installed so that bindings are oriented around the sides, parallel to the ground surface to prevent deterioration of the bindings.
* The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches.
* After the bales are staked and chinked, the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be build up to 4 inches against the uphill side of the barrier.
* At least two stakes or rebars driven through the bale shall securely anchor each bale. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or re-bars shall be driven deep enough into the ground to securely anchor the bales.
* The gaps between bales shall be chinked (filled by wedging) with hay to prevent water from escaping between the bales.

Organic Filter Berm See detail

Installation

* Sediment barriers shall be installed along the down gradient side of proposed ground disturbance areas prior to any construction activities.
* The barrier must be placed along a relatively level contour.

Maintenance

* Hay bale barriers, sedimentation barriers and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. They shall be repaired immediately if there are any signs of erosion or sedimentation below them. If there are signs of undercutting at the center or the edges of the barrier, or impounding of large volumes of water behind them, sediment barriers shall be replaced with a temporary check dam.
* Should the fabric on a sedimentation barrier or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still is necessary, the fabric shall be replaced promptly.
* Sediment deposits should be removed when deposits reach approximately one third (1/3) the height of the barrier.
* Filter berms should be reshaped as needed.
* Any sediment deposits remaining in place after the sedimentation barrier or filter barrier is no longer required shall be dressed or removed to conform to the existing grade, prepared and seeded.
* Additional stone may have to be added to the construction stabilized entrance, rock barriers, stone lined swales, etc., periodically to maintain proper function of the erosion control structure.

E. PERMANENT SEEDING

1. Bedding – stones larger than 1 1/2", trash, roots, and other debris that will interfere with seeding and future maintenance of the area should be removed. Where feasible, the soil should be tilled to a depth of 6" to prepare a seedbed and mix fertilizer (refer to Landscape Drawings and Specifications) into the soil.

2. Fertilizer (refer to Landscape Drawings and Specifications) – lime and fertilizer should be applied evenly over the area prior to or at the time of seeding and incorporated into the soil. Kinds and amounts of lime and fertilizer should be based on an evaluation of soil tests.

3. Seed Mixture (See Landscape Drawings for additional information):
    3.1. Lawn seed mix shall be a fresh, clean new seed crop. The Contractor shall furnish a dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety.
    3.2. Seed mixture shall conform to landscape specifications
4. Sodding – sodding is done where it is desirable to rapidly establish cover on a disturbed area. Sodding on an area may be substituted for permanent seeding procedures anywhere on site. Bed preparation, fertilizing, and placement of sod shall be performed according to the S.C.S. Handbook. Sodding is recommended for steep sloped areas, areas immediately adjacent to sensitive water courses, easily erodible soils (fine sand/silt), etc.

DEWATERING

A dewatering plan shall be implemented to address excavation de-watering following heavy rainfall events or where the excavation may intercept the groundwater table during construction. The collected water needs treatment and a discharge point that will not cause downgradient erosion and offsite sedimentation or within a resource.

All dewatering discharge locations shall be located on relatively flat ground at least 75' from streams and 25' from wetlands. The contractor shall utilize "Dirtbags", erosion control mix berms, or similar methods for filtration of dewatering and shall conform to the Maine Erosion and Sediment Control BMPs.

Placement of "Dirtbags" shall be located such that they can be removed intact upon completion of construction with no discharge of silt at the site and properly disposed.

MONITORING SCHEDULE

The contractor shall be responsible for installing, monitoring, maintaining, repairing, replacing and removing all of the erosion and sedimentation controls or appointing a qualified subcontractor to do so. Maintenance measures will be applied as needed during the entire construction cycle. immediately following any significant rainfall, and at least once a week, a visual inspection will be made of all erosion and sedimentation controls as follows:

1. sedimentation barrier shall be inspected and repaired. Sediment trapped behind these barriers shall be excavated when it reaches a depth of 6"and redistributed to areas undergoing final grading.
2. Construction entrance shall be visually inspected and repaired as needed. Any areas subject to rutting shall be stabilized immediately. If the voids of the construction entrance become filled with mud, more crushed stone shall be added as needed. The public roadway shall be swept should mud be deposited/tracked onto them.

STANDARDS FOR STABILIZING SITES FOR THE WINTER

The following standards and methodologies shall be used for stabilizing the site during the winter construction period:

1. Standard for the timely stabilization of disturbed slopes (any area having a grade greater than 25%) – the contractor will seed and mulch all slopes to be vegetated by September 15th. If the contractor fails to stabilize any slope to be vegetated by September 15th, then the contractor will take one of the following actions to stabilize the slope for late fall and winter.

A. Stabilize the soil with temporary vegetation and erosion control mats: by October 1st the contractor will seed the disturbed slope with winter rye at a rate of 3 pounds per 1000 square feet and then install erosion control mats or anchored hay mulch over the seeding. The contractor will monitor growth of the rye over the next 30 days.

B. Stabilize the slope with wood-waste compost: the contractor will place a six-inch layer of wood-waste compost on the slope by November 15th. The contractor will not use wood-waste compost to stabilize slopes having grades greater than 50% (2h:iv) or having groundwater seeps on the slope face.

C. Stabilize the slope with stone riprap: the contractor will place a layer of stone riprap on the slope by November 15th. The development's owner will hire a registered professional engineer to determine the stone size needed for stability on the slope and to design a filter layer for underneath the riprap.

2. Standard for the timely stabilization of disturbed soils – by September 15th the contractor will seed and mulch all disturbed soils on the site. If the contractor fails to stabilize these soils by this date, then the contractor will take on of the following actions to stabilize the soil for late fall and winter.

A. Stabilize the soil with temporary vegetation: by October 1st the contractor will seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1000 square feet, lightly mulch the seeded soil with hay or straw at 75 pounds per 1000 square feet, and anchor the mulch with plastic netting. The contractor will monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or fails to cover at least 75% of the disturbed soil before November 1, then the contractor will mulch the area for over-winter protection as described in item iii of this standard.

B. Stabilize the soil with sod: the contractor will stabilize the disturbed soil with properly installed sod by October 1st. proper installation includes the contractor pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.

C. Stabilize the soil with mulch: by November 15th the contractor will mulch the disturbed soil by spreading hay or straw at a rate of at least 150 pounds per 1000 square feet on the area so that no soil is visible through the mulch. Immediately after applying the mulch, the contractor will anchor the mulch with netting or other method to prevent wind from moving the mulch off the disturbed soil.

Winter inspections shall be preformed after, each rainfall, snowstorm or thawing and at least once a week. All areas within 75 feet of a protected natural resource must be protected with a double row of sediment barrier.

EROSION CONTROL REMOVAL

An area is considered stable if it is paved or if 90% growth of planted seeds is established. once an area is considered stable, the erosion control measures can be removed as follows:

1. sedimentation barrier: sedimentation barrier shall be disposed of legally and properly off-site. all sediment trapped behind these controls shall be distributed to an area undergoing final grading or removed and relocated off-site.
2. Stabilized Construction Entrance: The stabilized construction entrance shall be removed once the compacted roadway base in in place. Stone and sediment from the construction entrance shall be redistributed to an area undergoing grading or removed and relocated offsite.
3. Miscellaneous: Once all the trapped sediments have been removed from the temporary sedimentation devices the disturbed areas must be regraded in an aesthetic manner to conform to the surrounding topography. Once graded these disturbed areas must be loamed (if necessary), fertilized, seeded and mulched in accordance with the rates previously stated.

The above erosion controls must be removed within 30 days of final stabilization of the site. Conformance with this plan and following these practices will result in a project that complies with the state regulations and the standards of the natural resources protection act, and will protect water quality in areas downstream from the project.

INSPECTION AND MAINTENANCE

1. All sediment control measures shall be inspected at least once each week and following any storm event of 0.25 inches or greater. An inspection report shall be made after each inspection by a qualified inspector engaged by the Owner. The qualified inspector shall be a Professional Engineer licensed in Maine or be a Certified Professional in Erosion and Sediment Control approved by the Owner and MDEP.
2. All measures shall be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours and completed within 72 hours.
3. Inspection and maintenance requirements: Inspect disturbed and impervious areas, erosion and stormwater control measures, areas used for storage that are exposed to precipitation, and locations where vehicles enter or exit the site. Inspect these areas at least once a week as well as before and after a 0.5 inches or greater storm event and prior to completion of permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards in the Maine Construction General Permit and any departmental companion document to the MCGP, must conduct the inspection. This person must be identified in the inspection log. If best management practices (BMPs) need to be modified or if additional BMPs are necessary, implementation must be completed within 7 calendar days and prior to any storm event (rainfall). All measures must be maintained in effective operating condition until areas area permanently stabilized.
4. Inspection Log (report): A log (report) must be kept summarizing the scope of the inspection, name(s) and qualifications of the personnel making the inspection, the date(s) of the inspection, and major observations relating to operation of erosion and sedimentation controls and pollution prevention measures. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the inspection log the correct action taken and when it was taken. The log must be made accessible to the department staff and a copy must be provided upon request. The permittee shall retain a copy of the log for a period of at least three years from the completion of the permanent stabilization.

HOUSEKEEPING

1. Spill prevention: Controls must be used to prevent pollutants from construction and waste materials stored onsite, including storage practices to minimize exposure of the materials to stormwater and appropriate spill prevention, containment, and response planning implementation. The contractor and owners need to take care with construction and waste materials such that contaminates do not enter the stormwater. The storage of materials such as paint, petroleum products, cleaning agents and the like are to be stored in watertight containers. The use of the products should be in accordance with manufacturer recommendations. When fueling equipment, including snowblowers and lawnmowers, have oil absorbent pads available below the fueling. Refueling of small engines by the owner should occur in the garage or on a paved surface. Any spill or release of toxic or hazardous substances must be reported to the department. For oil spills, call 1-800-482-0777 which is available 24 hours a day. For spills of toxic or hazardous material, call 1-800-452-4664 which is available 24 hours a day. For more information, visit the department's website at: HTTP://WWW.MAINE.GOV/DEP/SPILLS/EMERGSPILLRESP/

2. Groundwater protection: Protection of the groundwater is required by the contractor and owner. During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography, and other relevant factors accumulates runoff that infiltrates into the soil. Petroleum products should be stored in manufactured cans designed for the purpose. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials. Spill preventions procedures should be followed.

Note: Lack of appropriate pollutant removal BMPs may result in violations of the groundwater quality standard established by 39 M.R.S.A. §465-C(1). Any project proposing infiltration of stormwater must provide adequate pre-treatment of stormwater prior to discharge of stormwater to the infiltration area, or provide treatment within the infiltration area, in order to prevent accumulation of fines, reductions in infiltration rate, and consequent flooding and destabilization.

3. Fugitive sediment and dust: Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.

Note: Dewatering a stream without a permit from the department violates state water quality standards and the Natural Resources Protection Act.

4. Debris and other materials: Litter, construction debris, and construction chemicals exposed to stormwater must be prevented from becoming a pollutant source. Construction materials and construction debris should be covered to prevent rainwater from washing contaminants off the site. Any fertilizers, cleaning products, herbicides should be protected from the weather and used in accordance with manufacturers recommendations.

Note: Any contaminants that are washed off the site by rainwater is a violation of the Clean Waters Act. To prevent these materials from becoming a source of pollutants, construction activities related to a project may be required to comply with applicable provisions of rules related to solid, universal, and hazardous waste, including, but not limited to, the Maine Solid Waste and Hazardous Waste Management Rules; Maine Hazardous Waste Management Rules; Maine Oil Conveyance and Storage Rules; and Maine Pesticide requirements.

5. Trench or foundation dewatering: Trench dewatering is the removal of water from trenches, foundations, cofferdams, ponds, and other areas within the construction area that retain water after excavation. In most cases the collected water is heavily silted and hinders correct and safe construction practices. The collected water removed from the ponded area, either through gravity or pumping, must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site.

Note: For guidance on dewatering controls, consult the Maine Erosion and Sediment Control BMPs, published by the Maine Department of Environmental Protection.

6. Non-stormwater discharges: Identify and prevent contamination by non-stormwater discharges. Where allowed non-stormwater discharges exist, they must be identified and steps should be taken to ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge. Authorized non-stormwater discharges are:
    - Discharges from firefighting activities
    - Fire hydrant flushings
    - Vehicle washwater if detergents are not used and washing is limited to the exterior of vehicles (engine, undercarriage, and transmission washing is prohibited
    - Dust control runoff in accordance with permit conditions
    - Routine external building washdown, not including surface paint removal, that does not involve detergents
    - Pavement washwater (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material had been removed) if detergents are not used
    - Uncontaminated air conditioning or compressor condensate
    - Uncontaminated groundwater or spring water
    - Foundation or footer drain-water where flows are not contaminated
    - Uncontaminated excavation dewatering
    - Potable water sources including waterline flushings

7. Unauthorized non-stormwater discharges: Identify and prevent contamination from discharges that is mixed with a source of non-stormwater, other than those discharges in compliance with 6. Unauthorized non-stormwater discharges are:
    - Wastewater from the washout or cleanout of concrete, stucco, paint, form release oils, curing compounds or other construction materials;
    - Fuels, oils, or other pollutants used in vehicle and equipment operations and maintenance;
    - Soaps, solvents or detergents used in vehicle and equipment wash;
    - Toxic or hazardous substances from a spill or other release.

Allowable non-stormwater discharges cannot be authorized under this permit unless they are directly related to and originate from a construction site or dedicated support activity.

This project has a written erosion control plan and stormwater maintenance plan. Modifications to the plan must be approved by the Town.

Maintenance of stormwater treatment and control systems must occur regularly. The stormwater maintenance report provides inspection details and time lines for doing the inspections and reporting to the Town and DEP.

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STATE OF MAINE
ERIC D. WEINRIEB
No. 6658
LICENSED
PROFESSIONAL ENGINEER
8/24/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431DETAILS.dwg

SCALE:
AS SHOWN

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

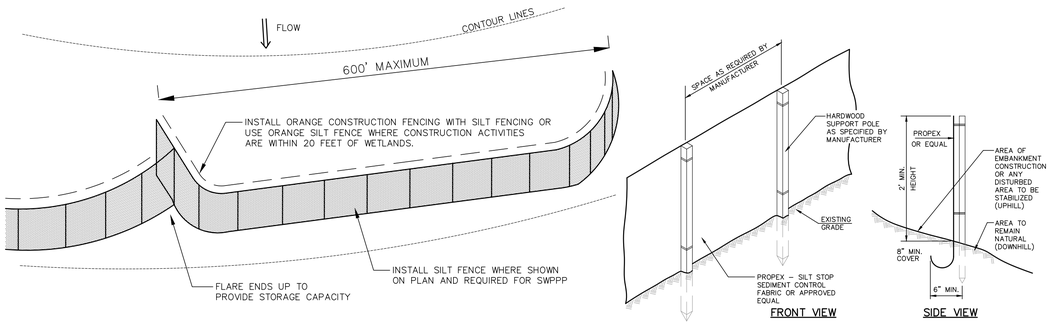
PROJECT:
THE FORESIDE INN

TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
DETAIL SHEET

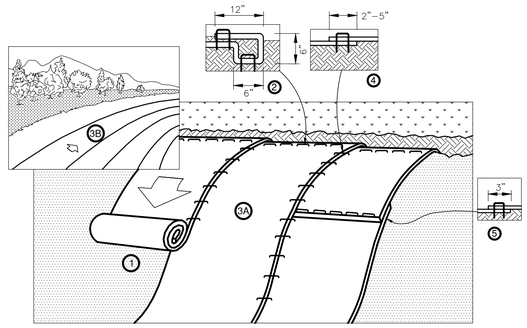
SHEET NUMBER:
C - 6

Pxxxx



SILT AND ORANGE CONSTRUCTION FENCE LAYOUT DETAIL

NOT TO SCALE

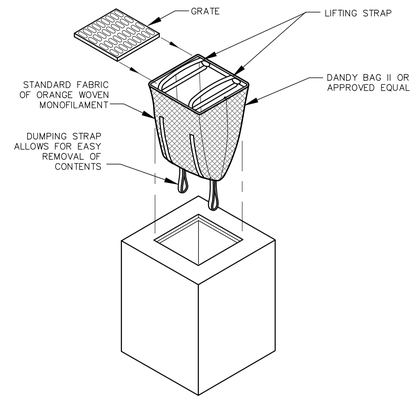


NOTES

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"-5" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH. NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

EROSION CONTROL BLANKET - SLOPE

NOT TO SCALE



INSTALLATION AND MAINTENANCE:

INSTALLATION: REMOVE THE GRATE FROM CATCH BASIN. IF USING OPTIONAL OIL ABSORBENTS; PLACE ABSORBENT PILLOW IN UNIT. STAND GRATE ON END. MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO CATCH BASIN INSERT SO THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS. HOLDING THE LIFTING DEVICES, INSERT THE GRATE INTO THE INLET.

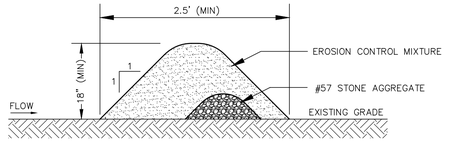
MAINTENANCE: REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF THE UNIT AFTER EACH STORM EVENT. AFTER EACH STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE CATCH BASIN INSERT. IF THE CONTAINMENT AREA IS MORE THAN 1/3 FULL OF SEDIMENT, THE UNIT MUST BE EMPTIED. TO EMPTY THE UNIT, LIFT THE UNIT OUT OF THE INLET USING THE LIFTING STRAPS AND REMOVE THE GRATE. IF USING OPTIONAL ABSORBENTS; REPLACE ABSORBENT WHEN NEAR SATURATION.

UNACCEPTABLE INLET PROTECTION METHOD:

A SIMPLE SHEET OF GEOTEXTILE UNDER THE GRATE IS NOT ACCEPTABLE.

STORM DRAIN INLET PROTECTION

NOT TO SCALE

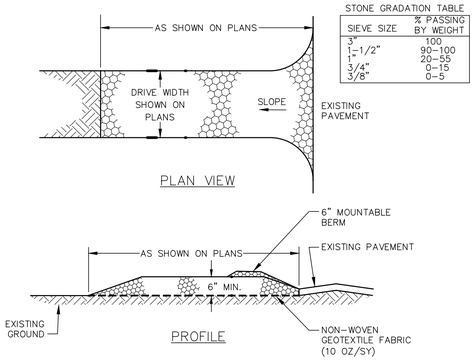


NOTES

1. ORGANIC FILTER BERMS MAY BE UTILIZED IN LIEU OF SILT FENCE OR OTHER SEDIMENT BARRIERS.
2. THE EROSION CONTROL MIXTURE USED IN FILTER BERMS SHALL BE A WELL-GRADED MIX OF PARTICLE SIZES THAT MAY CONTAIN ROCKS LESS THAN 4" IN DIAMETER, STUMP GRINDINGS, SHREDDED OR COMPOSTED BARK, AND/OR ACCEPTABLE MANUFACTURED PRODUCTS AND SHALL BE FREE OF REFUSE, PHYSICAL CONTAMINANTS AND MATERIAL TOXIC TO PLANT GROWTH. EROSION CONTROL MIXTURE SHALL MEET THE FOLLOWING STANDARDS:
   a) THE ORGANIC CONTENT SHALL BE 80-100% OF DRY WEIGHT.
   b) PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A 6" SCREEN, AND 70-85% PASSING A 0.75" SCREEN.
   c) THE ORGANIC PORTION SHALL BE FIBROUS AND ELONGATED.
   d) LARGE PORTIONS OF SILTS, CLAYS, OR FINE SANDS SHALL NOT BE INCLUDED IN THE MIXTURE.
   e) SOLUBLE SALTS CONTENT SHALL BE >4.0mmhos/cm.
   f) THE pH SHALL BE BETWEEN 5.0 AND 8.0.
3. ORGANIC FILTER BERMS SHALL BE INSTALLED ALONG A RELATIVELY LEVEL CONTOUR. IT MAY BE NECESSARY TO CUT TALL GRASSES OR WOODY VEGETATION TO AVOID CREATING VOIDS AND BRIDGES THAT WOULD ENABLE FINES TO WASH UNDER THE BERM.
4. ON SLOPES LESS THAN 5%, OR AT THE BOTTOM OF SLOPES NO STEEPER THAN 3:1 AND UP TO 20' LONG, THE BERM SHALL BE A MINIMUM OF 12" HIGH (AS MEASURED ON THE UPHILL SIDE) AND A MINIMUM OF 36" WIDE. ON LONGER AND/OR STEEPER SLOPES, THE BERM SHALL BE TALLER AND WIDER TO ACCOMMODATE THE POTENTIAL FOR ADDITIONAL RUNOFF (MAXIMUM HEIGHT SHALL NOT EXCEED 2').
5. FROZEN GROUND, OUTCROPS OF BEDROCK, AND VERY ROOTED FORESTED AREAS PRESENT THE MOST PRACTICAL AND EFFECTIVE LOCATIONS FOR ORGANIC FILTER BERMS. OTHER BMP'S SHOULD BE USED AT LOW POINTS OF CONCENTRATED RUNOFF, BELOW CULVERT OUTLET APRONS, AROUND CATCH BASINS, AND AT THE BOTTOM OF STEEP PERIMETER SLOPES THAT HAVE A LARGE CONTRIBUTING AREA.
6. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FILTER BERMS WHEN IT HAS ACCUMULATED TO ONE HALF THE ORIGINAL HEIGHT OF THE BERM.
7. ORGANIC FILTER BERMS MAY BE LEFT IN PLACE ONCE THE SITE IS STABILIZED PROVIDED ANY SEDIMENT DEPOSITS TRAPPED BY THEM ARE REMOVED AND DISPOSED OF PROPERLY.
8. FILTER BERMS ARE PROHIBITED AT THE BASE OF SLOPES STEEPER THAN 8% OR WHERE THERE IS FLOWING WATER WITHOUT THE SUPPORT OF ADDITIONAL MEASURES SUCH AS SILTFENCE.

ORGANIC FILTER BERM

NOT TO SCALE



STONE GRADATION TABLE

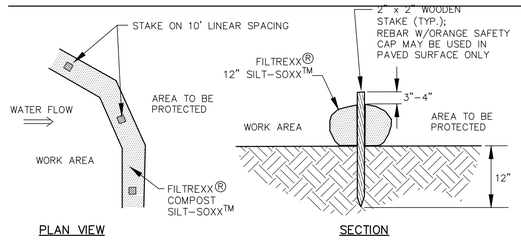
SIEVE SIZE	% PASSING BY WEIGHT
3"	100
1-1/2"	90-100
1"	20-55
3/4"	0-15
3/8"	0-5

CONSTRUCTION SPECIFICATIONS

1. STONE SIZE - NHDOT STANDARD STONE SIZE #4 - SECTION 703 OF NHDOT STANDARD.
2. LENGTH - DETAILED ON PLANS (50 FOOT MINIMUM).
3. THICKNESS - SIX (6) INCHES (MINIMUM).
4. WIDTH - FULL DRIVE WIDTH UNLESS OTHERWISE SPECIFIED.
5. FILTER FABRIC - MIRAFI 600X OR EQUAL APPROVED BY ENGINEER.
6. SURFACE WATER CONTROL - ALL SURFACE WATER THAT IS FLOWING TO OR DIVERTED TOWARD THE CONSTRUCTION ENTRANCE SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS IMPRACTICAL, A BERM WITH 5:1 SLOPES THAT CAN BE CROSSED BY VEHICLES MAY BE SUBSTITUTED FOR THE PIPE.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS WILL REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDITIONAL LENGTH AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WHEELS SHALL BE CLEANED TO REMOVE MUD PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. STABILIZED CONSTRUCTION EXITS SHALL BE INSTALLED AT ALL ENTRANCES TO PUBLIC RIGHTS-OF-WAY, AT LOCATIONS SHOWN ON THE PLANS, AND/OR WHERE AS DIRECTED BY THE ENGINEER.

STABILIZED CONSTRUCTION EXIT

NOT TO SCALE

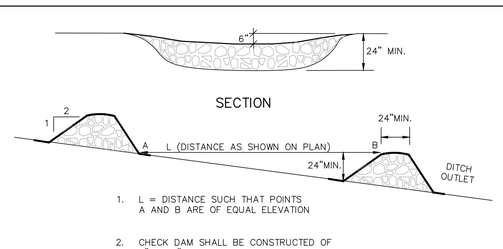


NOTES:

1. SILTSOXX MAY BY USED IN PLACE OF SILT FENCE OR OTHER SEDIMENT BARRIERS.
2. ALL MATERIAL TO MEET FILTREXX SPECIFICATIONS.
3. SILTSOXX COMPOST/SOIL/ROCK/SEED FILL MATERIAL SHALL BE ADJUSTED AS NECESSARY TO MEET THE REQUIREMENTS OF THE SPECIFIC APPLICATION.
4. ALL SEDIMENT TRAPPED BY SILTSOXX SHALL BE DISPOSED OF PROPERLY.

TUBULAR SEDIMENT BARRIER

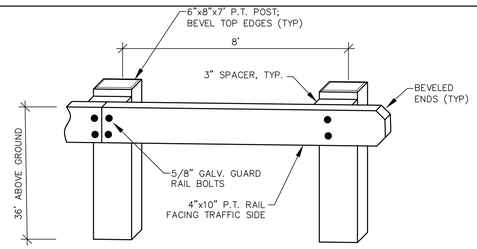
NOT TO SCALE



1. L = DISTANCE SUCH THAT POINTS A AND B ARE OF EQUAL ELEVATION
2. CHECK DAM SHALL BE CONSTRUCTED OF 2" TO 3" STONE WITH COMPLETE COVERAGE OF DITCH OR SWALE TO INSURE THAT THE CENTER OF THE STRUCTURE IS LOWER THAN THE EDGES.

STONE CHECK DAM

NOT TO SCALE



NOTE:

FENCE BY GC/AAA FENCE COMPANY, DOVER, NH, TEL. (800) 660-0833 OR APPROVED EQUAL

SINGLE RAIL WOOD BARRIER

NOT TO SCALE

ALTUS ENGINEERING
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8/24/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

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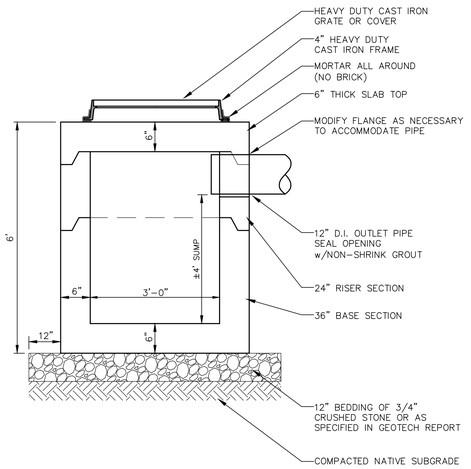
PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
DETAIL SHEET

SHEET NUMBER:
C - 7

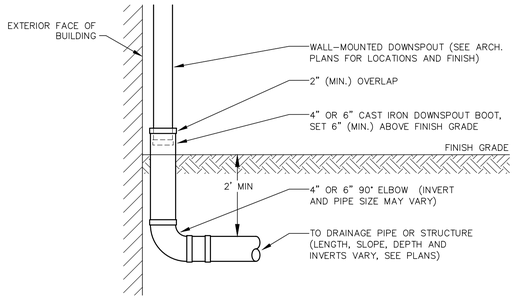
Pxxxx



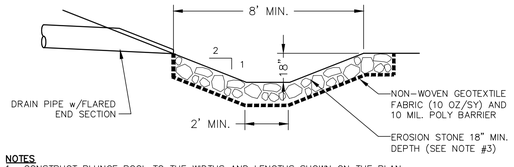
NOTES

1. STRUCTURE SHALL TO ACCOMMODATE HEAVY DUTY 24" SQ. C.I. FRAME AND GRATE.
2. "3' DIAMETER AREA DRAIN" AVAILABLE FROM PHOENIX PRECAST PRODUCTS (800-639-2199) OR APPROVED EQUAL.
3. CONCRETE: 4,000 PSI AFTER 28 DAYS
4. STRUCTURE SHALL BE STEEL REINFORCED MEET OR EXCEED H-20 LOADING.
5. SEAL ALL TONGUE AND GROOVE JOINTS w/BUTYL RUBBER JOINT COMPOUND.

3' I.D. LOW PROFILE CB / DMH NOT TO SCALE



EXTERIOR ROOF DRAIN CONNECTION NOT TO SCALE



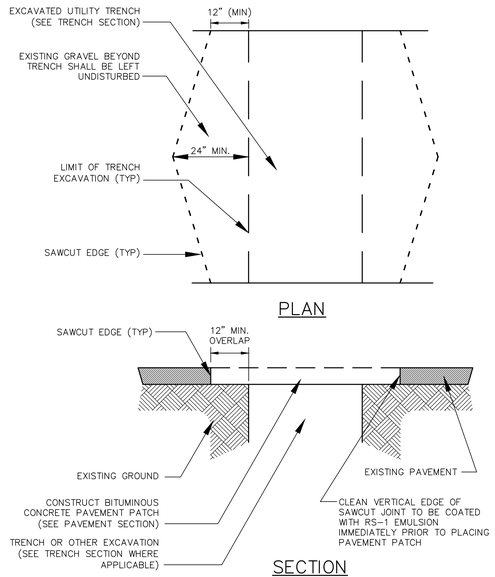
NOTES

1. CONSTRUCT PLUNGE POOL TO THE WIDTHS AND LENGTHS SHOWN ON THE PLAN.
2. THE SUBGRADE FOR THE GEOTEXTILE FABRIC AND RIPRAP SHALL BE PREPARED TO ACCOUNT FOR THE DEPTH OF RIPRAP.
3. EROSION STONE USED FOR THE PLUNGE POOL SHALL MEET THE FOLLOWING GRADATION:

SIZE	PERCENT PASSING BY WEIGHT
18"	100
12"	90-100
4"	0-15

4. GEOTEXTILE FABRICS SHALL BE PROTECTED FROM PUNCTURE OR TEARING DURING THE PLACEMENT OF THE EROSION STONE. DAMAGED AREAS IN THE FABRIC SHALL BE REPAIRED BY PLACING A PIECE OF FABRIC OVER THE DAMAGED AREA OR BY COMPLETE REPLACEMENT OF THE FABRIC. ALL OVERLAPS REQUIRED FOR REPAIRS OR JOINING TWO PIECES OF FABRIC SHALL BE A MINIMUM OF 18".
5. THE EROSION STONE MAY BE PLACED BY EQUIPMENT AND SHALL BE CONSTRUCTED TO THE FULL LAYER THICKNESS IN ONE OPERATION AND IN SUCH A MANNER AS TO PREVENT SEGREGATION OF THE STONE SIZES.

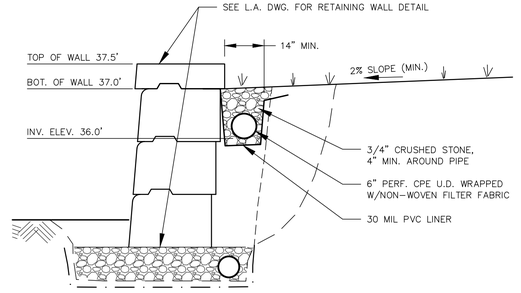
PLUNGE POOL NOT TO SCALE



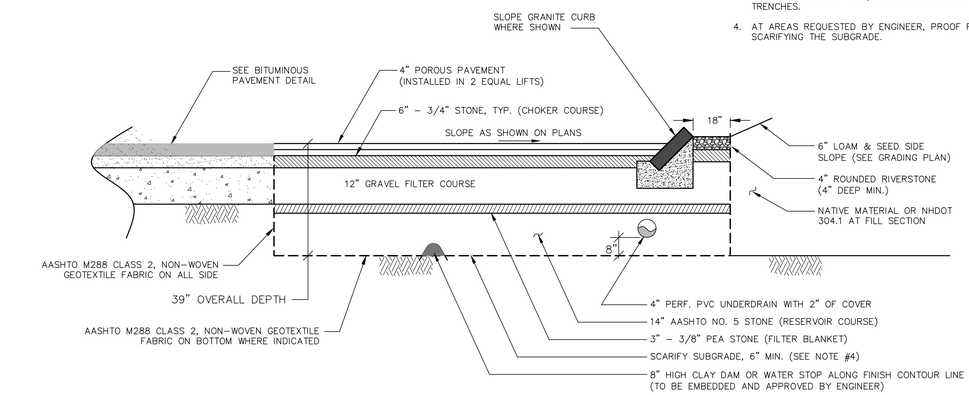
NOTES

1. MACHINE CUT EXISTING PAVEMENT.
2. ALL TEMPORARY, DAMAGED OR DEFECTIVE PAVEMENT SHALL BE REMOVED PRIOR TO PLACEMENT OF PERMANENT TRENCH REPAIRS.
3. DIAMOND PATCHES, SHALL BE REQUIRED FOR ALL TRENCHES CROSSING ROADWAY. DIAMOND PATCHES SHALL MEET NHDOT REQUIREMENTS.

TYPICAL TRENCH PATCH NOT TO SCALE



RETAINING WALL PERIMETER DRAIN NOT TO SCALE



NOTES:

1. CONTRACTOR SHALL PROVIDE SUBMITTALS FOR POROUS PAVEMENT AS NOTED IN THE SPECIFICATIONS A MINIMUM OF 14-DAYS PRIOR TO COMMENCING CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY ENGINEER A MINIMUM OF 7 DAYS IN ADVANCE OF WORK SO THAT THE ENGINEER CAN OBSERVE INSTALLATION OF POROUS PAVEMENT CROSS SECTION.
3. CONTRACTOR TO REMOVE ANY EXISTING BURIED LAYERS OF LOAM OR UNSUITABLE MATERIAL DURING THE EXCAVATION OF THE PARKING AREA AND/OR WHENEVER ENCOUNTERED IN TRENCHES.
4. AT AREAS REQUESTED BY ENGINEER, PROOF ROLL PRIOR TO SCARIFYING THE SUBGRADE.

MATERIAL GRADATIONS

RESERVOIR COURSE

SIEVE SIZE	% PASSING BY WEIGHT
1-1/2"	100
1"	90 - 100
3/4"	20 - 55
1/2"	0 - 10
3/8"	0 - 5

CHOKER COURSE STONE

SIEVE SIZE	% PASSING BY WEIGHT
1-1/2"	100
1"	95 - 100
1/2"	25 - 60
# 4	0 - 10
# 8	0 - 5

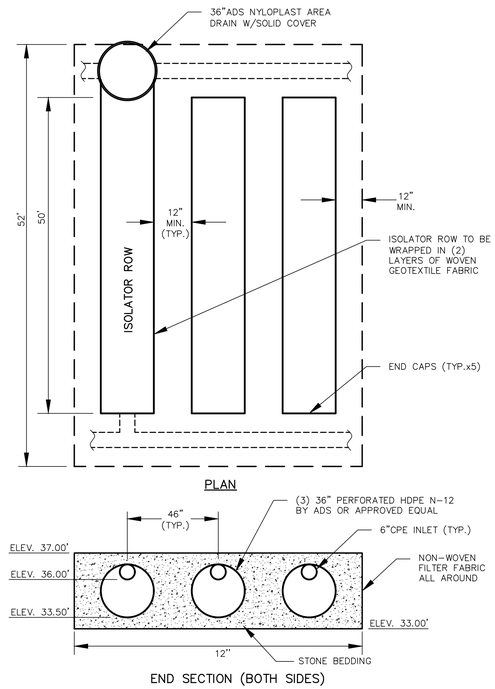
FILTER BLANKET

SIEVE SIZE	% PASSING BY WEIGHT
1/2"	100
3/8"	85 - 100
# 4	10 - 30
# 8	0 - 10
# 16	0 - 5

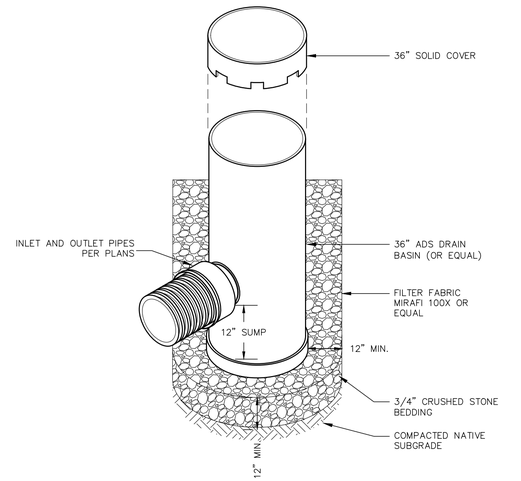
GRAVEL FILTER COURSE

SIEVE SIZE	% PASSING BY WEIGHT
6"	100
# 4	70 - 85
# 200	0 - 6

POROUS PAVEMENT NOT TO SCALE



STORMWATER MANAGEMENT GALLERY N.T.S.



NOTES:

1. FRAMES AND GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN AND DETAILS.
3. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE, N-12HP AND PVC SEWER.
4. INLINE DRAIN TO BE PVC DIAMETER AS SPECIFIED AND AS MANUFACTURED BY ADS OR APPROVED EQUAL.
5. THE CONTRACTOR SHALL INSTALL THE DRAIN BASIN PER THE MANUFACTURER'S RECOMMENDATIONS AND AS SHOWN ON THE DRAWINGS.

AREA DRAIN NOT TO SCALE

ALTUS ENGINEERING
133 Court Street Portsmouth, NH 03801
(603) 433-2335 www.altus-eng.com

STATE OF MAINE
ERIC D. WEINRIEB
No. 6658
LICENSED PROFESSIONAL ENGINEER
12/12/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431DETAILS.dwg

SCALE: AS SHOWN

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

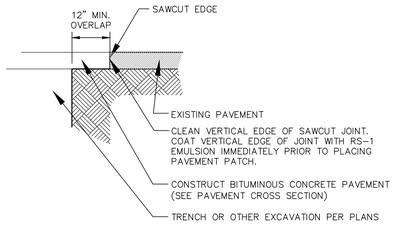
APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

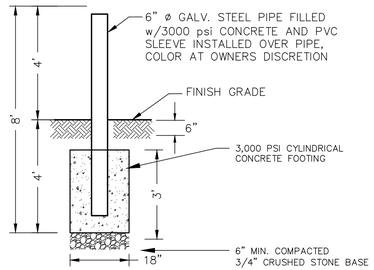
TITLE:
DETAIL SHEET

SHEET NUMBER:
C - 8

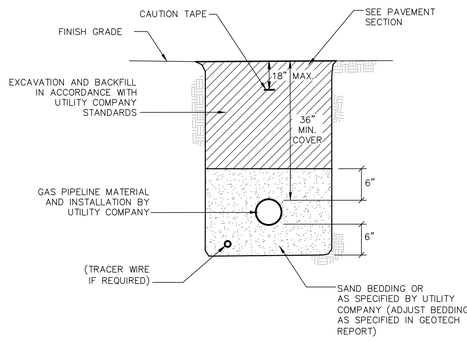
Pxxxx



TYPICAL PAVEMENT SAWCUT — NOT TO SCALE



BOLLARD — NOT TO SCALE



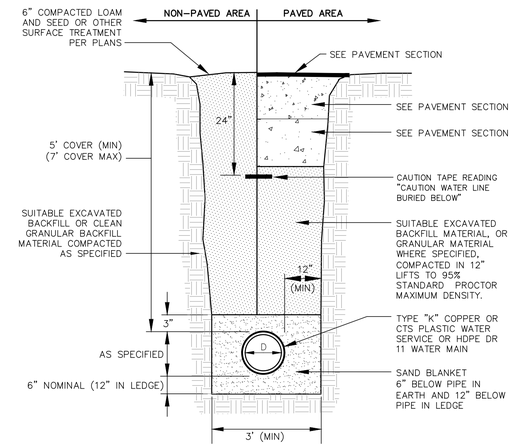
SAND BLANKET/BARRIER

SIEVE SIZE	% FINER BY WEIGHT
1/2"	90 – 100
200	0 – 15

NOTES

1. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY AND PROVIDE ALL EXCAVATION, COMPACTION AND BACKFILL FOR PIPE INSTALLATION.
2. BACKFILL MATERIAL BELOW PAVED OR CONCRETE AREAS, BEDDING MATERIAL, AND SAND BLANKET SHALL BE COMPACTED TO NOT LESS THAN 95% OF AASHTO T 99, METHOD C. SUITABLE BACKFILL MATERIAL BELOW LOAM AREAS SHALL BE COMPACTED TO NOT LESS THAN 90% OF AASHTO T 99, METHOD C.

GAS TRENCH — NOT TO SCALE



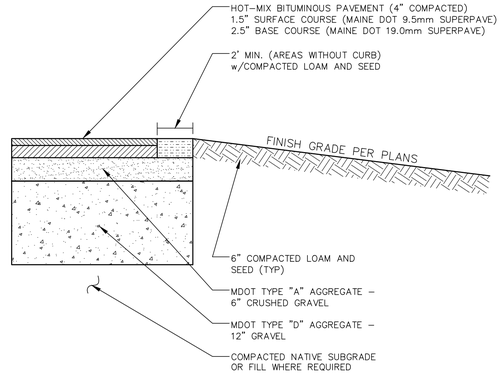
SAND BLANKET/BARRIER

SIEVE SIZE	% FINER BY WEIGHT
1/2"	90 – 100
200	0 – 15

NOTES

1. BACKFILL MATERIAL BELOW PAVED OR CONCRETE AREAS, BEDDING MATERIAL, AND SAND BLANKET SHALL BE COMPACTED TO NOT LESS THAN 95% OF AASHTO T 99, METHOD C. SUITABLE BACKFILL MATERIAL BELOW LOAM AREAS SHALL BE COMPACTED TO NOT LESS THAN 90% OF AASHTO T 99, METHOD C.
2. ALL TRENCHING AND BACKFILL SHALL CONFORM WITH THE STANDARDS OF THE KITTERY WATER DISTRICT.

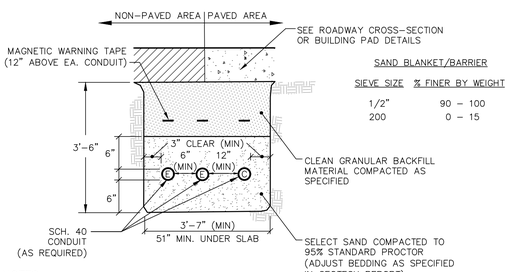
WATER MAIN TRENCH — NOT TO SCALE



NOTES

1. PROJECT GEOTECHNICAL REPORT MAY REQUIRE A DIFFERENT PAVEMENT CROSS SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR READING AND FOLLOWING ALL RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. IN THE EVENT THAT THE REPORT AND CIVIL PLANS DIFFER, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
2. ALL EXISTING FILL, BURIED ORGANIC MATTER, CLAY, LOAM, MUCK, AND/OR OTHER QUESTIONABLE MATERIAL SHALL BE REMOVED FROM BELOW ALL PAVEMENT, SHOULDERS AND UNDERGROUND PIPING/UTILITIES TO DEPTHS RECOMMENDED IN GEOTECHNICAL REPORT.
3. SUBGRADE SHALL BE PROOFROLLED A MINIMUM OF 6 PASSES WITH A 10-TON VIBRATORY COMPACTOR OPERATING AT PEAK RATED FREQUENCY OR BY MEANS APPROVED BY THE ENGINEER.
4. FILL BELOW PAVEMENT GRADES SHALL BE GRANULAR BORROW COMPACTED PER MDOT REQUIREMENTS.
5. SITEWORK CONTRACTOR SHALL COORDINATE GEOTECHNICAL ENGINEERING INSPECTIONS WITH THE CONSTRUCTION MANAGER PRIOR TO PLACING GRAVELS.
6. TACK COAT SHALL BE APPLIED BETWEEN SUCCESSIVE LIFTS OF ASPHALT.
7. THE BITUMINOUS PAVEMENT SHALL BE COMPACTED TO 92 TO 97 PERCENT OF ITS THEORETICAL MAXIMUM DENSITY AS DETERMINED BY ASTM D-2041. THE BASE AND SUBBASE MATERIALS SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF THEIR MAXIMUM DRY DENSITIES AS DETERMINED BY ASTM D-1557.

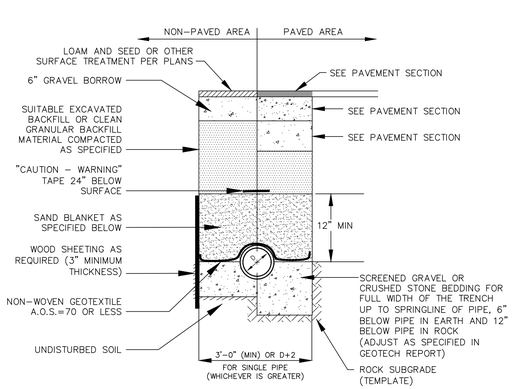
SITE PAVEMENT CROSS SECTION — NOT TO SCALE



NOTES

1. ALL CONDUIT IS TO BE SCHEDULE 40 PVC, ELECTRICAL GRADE, GRAY IN COLOR AND INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. A 10-FOOT HORIZONTAL SECTION OF RIGID GALVANIZED STEEL CONDUIT WILL BE REQUIRED AT EACH SWEEP, UNLESS IN THE OPINION OF THE SERVICE PROVIDER DESIGNER, THE SWEEP-PVC JOINT IS NOT SUBJECT TO FAILURE DURING PULLING OF THE CABLE. ALL JOINTS ARE TO BE WATERTIGHT.
2. ALL 90 DEGREE SWEEPS WILL BE MADE WITH RIGID GALVANIZED STEEL WITH A MINIMUM RADIUS OF 36 INCHES FOR PRIMARY CABLES AND 24 INCHES FOR SECONDARY CABLES.
3. BACKFILL MAY BE MADE WITH EXCAVATED MATERIAL OR COMPARABLE, UNLESS MATERIAL IS DEEMED UNSUITABLE BY SERVICE PROVIDER. BACKFILL SHALL BE FREE OF FROZEN LUMPS, ROCKS, DEBRIS, AND RUBBISH. ORGANIC MATERIAL SHALL NOT BE USED AS BACKFILL. BACKFILL SHALL BE IN 6-INCH LAYERS AND THOROUGHLY COMPACTED.
4. A SUITABLE PULLING STRING, CAPABLE OF 300 POUNDS OF PULL, MUST BE INSTALLED IN THE CONDUIT BEFORE SERVICE PROVIDER IS NOTIFIED TO INSTALL CABLE. THE STRING SHOULD BE BLOWN INTO THE CONDUIT AFTER THE RUN IS ASSEMBLED TO AVOID BONDING THE STRING TO THE CONDUIT. A MINIMUM OF TWENTY-FOUR (24") INCHES OF ROPE SLACK SHALL REMAIN AT THE END OF EACH DUCT. PULL ROPE SHALL BE INSTALLED IN ALL CONDUIT FOR FUTURE PULLS. PULL ROPE SHALL BE NYLON ROPE HAVING A MINIMUM TENSILE STRENGTH OF THREE HUNDRED (300#) LBS.
5. SERVICE PROVIDER SHALL BE GIVEN THE OPPORTUNITY TO INSPECT ALL CONDUIT PRIOR TO BACKFILL. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS SHOULD SERVICE PROVIDER BE UNABLE TO INSTALL ITS CABLE IN A SUITABLE MANNER.
6. TYPICAL CONDUIT SIZES ARE 3-INCH FOR SINGLE PHASE PRIMARY AND SECONDARY VOLTAGE CABLES, 4-INCH FOR THREE PHASE SECONDARY, AND 5-INCH FOR THREE PHASE PRIMARY. HOWEVER, SERVICE PROVIDERS MAY REQUIRE DIFFERENT NUMBERS, TYPES AND SIZES OF CONDUIT THAN THOSE SHOWN HERE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL CONDUIT SIZES, TYPES AND NUMBERS WITH EACH SERVICE PROVIDER PRIOR TO ORDERING THEM.
7. ROUTING OF CONDUIT, LOCATION OF MANHOLES, TRANSFORMERS, CABINETS, HANDHOLES, ETC., SHALL BE DETERMINED BY SERVICE PROVIDER DESIGN PERSONNEL. THE CONTRACTOR SHALL COORDINATE WITH ALL SERVICE PROVIDERS PRIOR TO THE INSTALLATION OF ANY CONDUIT.
8. ALL CONDUIT INSTALLATIONS MUST CONFORM TO THE CURRENT EDITION OF THE NATIONAL ELECTRIC SAFETY CODE, STATE AND LOCAL CODES AND ORDINANCES, AND WHERE APPLICABLE, THE NATIONAL ELECTRIC CODE. WHERE REQUIRED BY UTILITY PROVIDER, CONDUIT SHALL BE SUPPORTED IN PLACE USING PIPE STANCHIONS PLACED EVERY FIVE (5') FEET ALONG THE CONDUIT RUN.
9. UNDER A BUILDING SLAB THE CONDUIT SHALL BE ENCASED IN 8" OF CONCRETE ON ALL SIDES.
10. ALL CONDUIT TERMINATIONS SHALL BE CAPPED TO PREVENT DEBRIS FROM ENTERING CONDUIT.

ELECTRIC / COMMUNICATION TRENCH — NOT TO SCALE



NOTES

1. BACKFILL MATERIAL BELOW PAVED OR CONCRETE AREAS, BEDDING MATERIAL, AND SAND BLANKET SHALL BE COMPACTED TO NOT LESS THAN 95% OF AASHTO T 99, METHOD C. SUITABLE BACKFILL MATERIAL BELOW LOAM AREAS SHALL BE COMPACTED TO NOT LESS THAN 90% OF AASHTO T 99, METHOD C.
2. INSULATE GRAVITY SEWER AND FORCEMAINS WHERE THERE IS LESS THAN 5'-0" OF COVER WITH 2" THICK CLOSED CELL RIGID BOARD INSULATION, 18" ON EACH SIDE OF PIPE.
3. MAINTAIN 12" MINIMUM HORIZONTAL SEPARATION AND WIDEN TRENCH ACCORDINGLY IF MULTIPLE PIPES ARE IN TRENCH.

SAND BLANKET/BARRIER

SIEVE SIZE	% FINER BY WEIGHT
1/2"	90 – 100
200	0 – 15

SCREENED GRAVEL OR CRUSHED STONE BEDDING

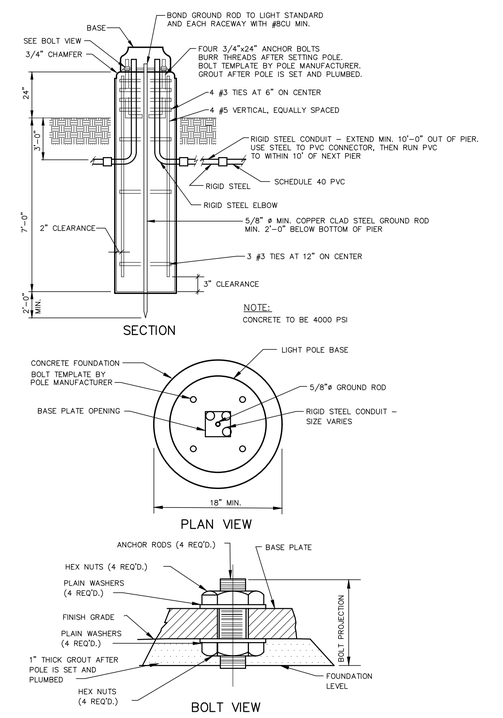
SIEVE SIZE	% PASSING BY WEIGHT
1"	100
3/4"	90 – 100
3/8"	20 – 55
# 4	0 – 10
# 8	0 – 5

DRAINAGE AND SEWER TRENCH — NOT TO SCALE

STANDARD TRENCH NOTES

1. ORDERED EXCAVATION OF UNSUITABLE MATERIAL BELOW GRADE: BACKFILL AS STATED IN THE TECHNICAL SPECIFICATIONS OR AS SHOWN ON THE DRAWING.
2. BEDDING: SCREENED GRAVEL AND/OR CRUSHED STONE FREE FROM CLAY, LOAM, ORGANIC MATTER AND MEETING THE GRADATION SHOWN IN THE TRENCH DETAIL. WHERE ORDERED BY THE ENGINEER TO STABILIZE THE BASE, SCREENED GRAVEL OR CRUSHED STONE 1-1/2 INCH TO 1/2 INCH SHALL BE USED.
3. SAND BLANKET: CLEAN SAND FREE FROM ORGANIC MATTER MEETING THE GRADATION SHOWN IN THE TRENCH DETAIL. BLANKET MAY BE REPLACED WITH BEDDING MATERIAL FOR CAST-IRON, DUCTILE IRON, AND REINFORCED CONCRETE PIPE PROVIDED THAT NO STONE LARGER THAN 2" IS IN CONTACT WITH THE PIPE AND THE GEOTEXTILE IS RELOCATED ACCORDINGLY.
4. SUITABLE MATERIAL: IN ROADS, ROAD SHOULDERS, WALKWAYS AND TRAVELED WAYS, SUITABLE MATERIAL FOR TRENCH BACKFILL SHALL BE THE NATURAL MATERIAL EXCAVATED DURING THE COURSE OF CONSTRUCTION, BUT SHALL EXCLUDE DEBRIS, PIECES OF PAVEMENT, ORGANIC MATTER, TOP SOIL, ALL WET OR SOFT MUCK, PEAT, OR CLAY, ALL EXCAVATED LEDGE MATERIAL, ALL ROCKS OVER 6 INCHES IN LARGEST DIMENSION, AND ANY MATERIAL WHICH, AS DETERMINED BY THE ENGINEER, WILL NOT PROVIDE SUFFICIENT SUPPORT OR MAINTAIN THE COMPLETED CONSTRUCTION IN A STABLE CONDITION. IN CROSS COUNTRY CONSTRUCTION, SUITABLE MATERIAL SHALL BE AS DESCRIBED ABOVE, EXCEPT THAT THE ENGINEER MAY PERMIT THE USE OF TOP SOIL, LOAM, MUCK, OR PEAT, IF SATISFIED THAT THE COMPLETED CONSTRUCTION WILL BE ENTIRELY STABLE AND PROVIDED THAT EASY ACCESS TO THE SEWER FOR MAINTENANCE AND POSSIBLE RECONSTRUCTION WILL BE PRESERVED.
5. BASE COURSE AND PAVEMENT SHALL MEET THE REQUIREMENTS OF THE MAINE DEPARTMENT OF TRANSPORTATION'S LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES – DIVISION 700.
6. SHEETING, IF REQUIRED: WHERE SHEETING IS PLACED ALONGSIDE THE PIPE AND EXTENDS BELOW MID-DIAMETER, IT SHALL BE CUT OFF AND LEFT IN PLACE TO AN ELEVATION 1 FOOT ABOVE THE TOP OF PIPE. WHERE SHEETING IS ORDERED BY THE ENGINEER TO BE LEFT IN PLACE, IT SHALL BE CUT OFF AT LEAST 3 FEET BELOW FINISHED GRADE, BUT NOT LESS THAT 1 FOOT ABOVE THE TOP OF THE PIPE.
7. W = MAXIMUM ALLOWABLE TRENCH WIDTH TO A PLANE 12 INCHES ABOVE THE PIPE. FOR PIPES 15 INCHES NOMINAL DIAMETER OR LESS, W SHALL BE NO MORE THAN 36 INCHES. FOR PIPES GREATER THAN 15 INCHES IN NOMINAL DIAMETER, W SHALL BE 24 INCHES PLUS PIPE OUTSIDE DIAMETER (O.D.) ALSO, W SHALL BE THE PAYMENT WIDTH FOR LEDGE EXCAVATION AND FOR ORDERED EXCAVATION BELOW GRADE.
8. FOR CROSS COUNTRY CONSTRUCTION, BACKFILL, FILL AND/OR LOAM SHALL BE MOUNDED TO A HEIGHT OF 6 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
9. CONCRETE FOR ENCASEMENT SHALL CONFORM TO THE MAINE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS STANDARD SPECIFICATION REQUIREMENTS FOR CLASS A (3000#) CONCRETE AS FOLLOWS:
   CEMENT: 6.0 BAGS PER CUBIC YARD
   WATER: 5.75 GALLONS PER BAG
   CEMENT MAXIMUM SIZE OF AGGREGATE: 1 INCH
   CONCRETE ENCASEMENT IS NOT ALLOWED FOR PVC PIPE.
10. CONCRETE FULL ENCASEMENT: IF FULL ENCASEMENT IS UTILIZED, DEPTH OF CONCRETE BELOW PIPE SHALL BE 1/4 I.D. (4" MINIMUM). BLOCK SUPPORT SHALL BE SOLID CONCRETE BLOCKS.
11. MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION DESIGN STANDARDS REQUIRE TEN FEET (10') SEPARATION BETWEEN WATER AND SEWER. REFER TO TOWN'S STANDARD SPECIFICATIONS FOR METHODS OF PROTECTION IN AREAS THAT CANNOT MEET THESE REQUIREMENTS.

NOT TO SCALE



LIGHT POLE BASE DETAIL — NOT TO SCALE

ALTUS ENGINEERING
133 Court Street Portsmouth, NH 03801
(603) 433-2335 www.altus-eng.com

STATE OF MAINE * ERIC D. WEINRIEB No. 6658 LICENSED PROFESSIONAL ENGINEER * 11/21/23

NOT FOR CONSTRUCTION

ISSUED FOR: PRELIM. SITE PLAN APPROVAL

ISSUE DATE: AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431DETAILS.dwg

SCALE: AS SHOWN

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

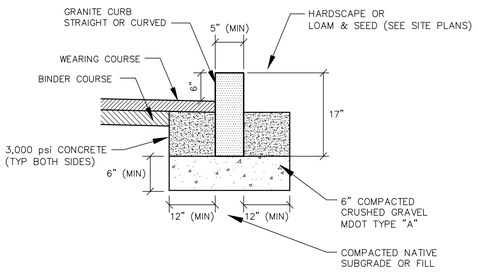
APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
DETAIL SHEET

SHEET NUMBER:
C - 9

P:xxxx

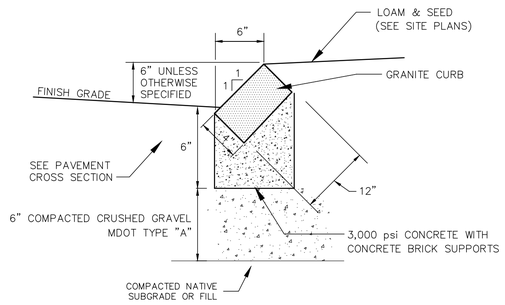


NOTES:

1. SEE PLANS FOR CURB LOCATION.
2. ADJOINING STONES SHALL HAVE THE SAME OR APPROXIMATELY THE SAME LENGTH.
3. MINIMUM LENGTH OF CURB STONES = 3'
4. MAXIMUM LENGTH OF CURB STONES = 10'
5. MAXIMUM LENGTH OF STRAIGHT CURB STONES LAID ON CURVES – SEE CHART.
6. CURB ENDS TO ROUNDED AND BATTERED FACES TO BE CUT WHEN CALLED FOR ON THE PLANS.

RADIUS	MAX. LENGTH
21'	3'
22'–28'	4'
29'–35'	5'
36'–42'	6'
43'–49'	7'
50'–56'	8'
57'–60'	9'
OVER 60'	10'

VERTICAL GRANITE CURB — NOT TO SCALE

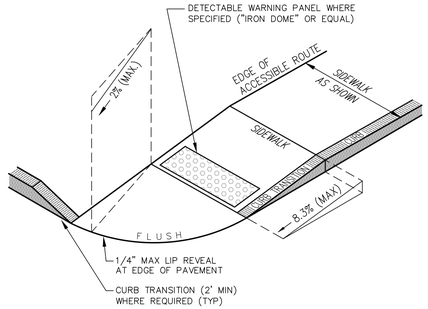


NOTES

1. SEE SITE PLAN FOR LIMITS OF CURBING
2. ADJOINING STONES OF STRAIGHT CURB LAID ON CURVES SHALL HAVE THE SAME OR APPROXIMATELY THE SAME LENGTH
3. MINIMUM LENGTH OF STRAIGHT CURB STONES = 18"
4. MAXIMUM LENGTH OF STRAIGHT CURB STONES = 8'
5. MAXIMUM LENGTH OF STRAIGHT CURB STONES LAID ON CURVES – SEE CHART

RADIUS FOR STONES WITH SQUARE JOINTS	MAXIMUM LENGTH
16'–28'	1'–6"
29'–41'	2'
42'–55'	3'
56'–68'	4'
69'–82'	5'
83'–96'	6'
97'–110'	7'
OVER 110'	8'

SLOPED GRANITE CURB — NOT TO SCALE

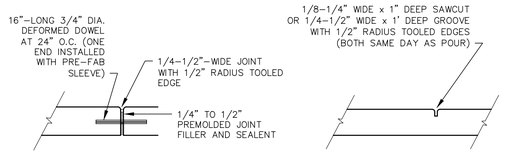


CURB RAMP (TYPE 'B') — NOT TO SCALE

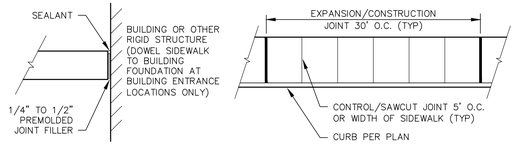
NOTES APPLICABLE TO ALL CURB RAMPS:

1. THE MAXIMUM ALLOWABLE CROSS SLOPE OF AN ACCESSIBLE ROUTE (SIDEWALK) AND CURB SHALL BE 2%.
2. THE MAXIMUM ALLOWABLE RUNNING SLOPE OF AN ACCESSIBLE ROUTE EXCLUDING CURB RAMPS SHALL BE 5%.
3. THE MAXIMUM ALLOWABLE RUNNING SLOPE OF AN ACCESSIBLE ROUTE (SIDEWALK) CURB RAMP SHALL BE 8.3% FOR A MAXIMUM ELEVATION CHANGE OF 6".
4. CURB TREATMENT VARIES, SEE PLANS FOR CURB TYPE.
5. BASE OF RAMP SHALL BE GRADED TO PREVENT THE PONDING OF WATER.
6. SEE CONCRETE SIDEWALK SECTION FOR RAMP CONSTRUCTION.
7. ALL CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH AMERICANS WITH DISABILITIES ACT (ADA), PROWAG R305.21 AND ALL APPLICABLE CODES.
8. FLUSH CURB SECTIONS SHALL HAVE A MAXIMUM LIP REVEAL OF 1/4" WITH A BEVEL AT THE EDGE OF PAVEMENT.
9. EDGES OF CONCRETE SIDEWALK FOOTINGS ALONG FLUSH CURBS SHALL BE HAUNCHED SO AS TO EXTEND TO A MINIMUM DEPTH OF 1' BELOW FINISH GRADE.
10. NO RAMP SHALL BE LESS THAN 4' IN WIDTH.
11. CURB RAMPS SHALL HAVE A FLAT 2% MAX LANDING AT THE TOP AND BOTTOM OF THE RAMPS WHEN THERE IS A CHANGE IN DIRECTION.

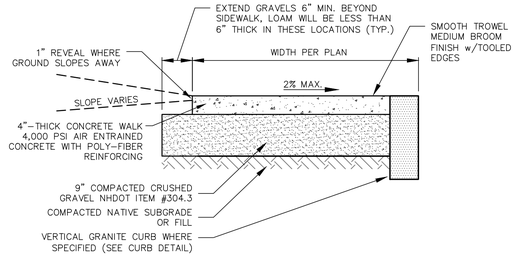
CURB RAMP NOTES — NOT TO SCALE



EXPANSION/CONSTRUCTION JOINT — CONTROL/SAWCUT JOINT

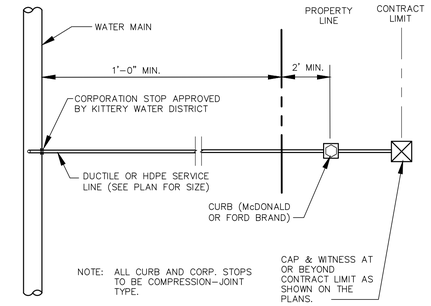


ISOLATION JOINT — PLAN

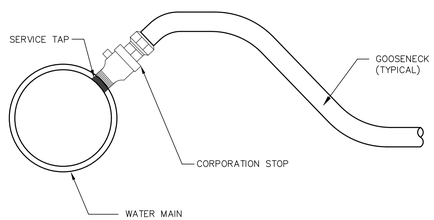


SECTION

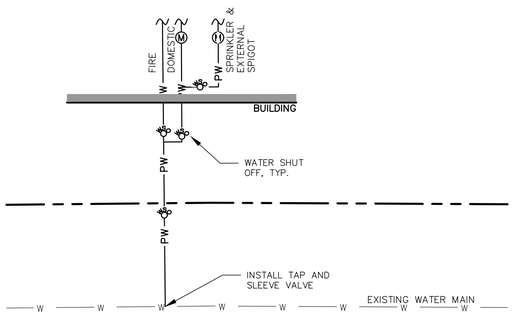
CONCRETE SIDEWALK — NOT TO SCALE



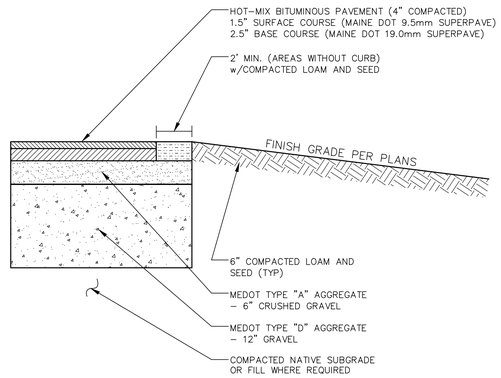
NOTE: ALL MATERIALS AND SPECIFICATIONS SHALL CONFORM TO KITTERY WATER DEISTRICT STANDARDS AND REQUIREMENTS. VERIFY PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.



WATER SERVICE CONNECTION — NOT TO SCALE



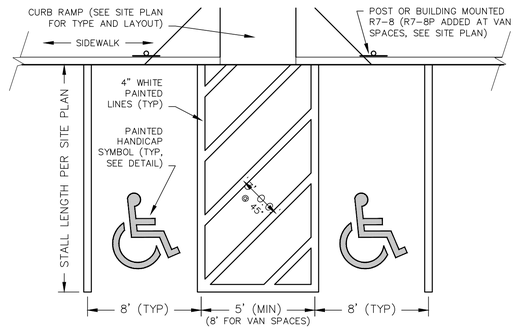
WATER SERVICE HOUSE CONNECTION — N.T.S.



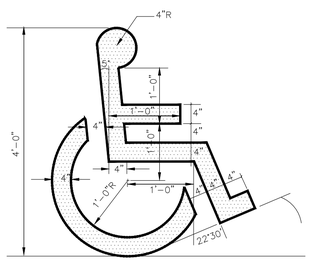
NOTES

1. PROJECT GEOTECHNICAL REPORT MAY REQUIRE A DIFFERENT PAVEMENT CROSS SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR READING AND FOLLOWING ALL RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. IN THE EVENT THAT THE REPORT AND CIVIL PLANS DIFFER, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
2. ALL EXISTING FILL, BURIED ORGANIC MATTER, CLAY, LOAM, MUCK, AND/OR OTHER QUESTIONABLE MATERIAL SHALL BE REMOVED FROM BELOW ALL PAVEMENT, SHOULDERS AND UNDERGROUND PIPING/UTILITIES TO DEPTHS RECOMMENDED IN GEOTECHNICAL REPORT.
3. SUBGRADE SHALL BE PROOFROLLED A MINIMUM OF 6 PASSES WITH A 10–TON VIBRATORY COMPACTOR OPERATING AT PEAK RATED FREQUENCY OR BY MEANS APPROVED BY THE ENGINEER.
4. FILL BELOW PAVEMENT GRADES SHALL BE GRANULAR BORROW COMPACTED PER MDOT REQUIREMENTS.
5. SITEWORK CONTRACTOR SHALL COORDINATE GEOTECHNICAL ENGINEERING INSPECTIONS WITH THE CONSTRUCTION MANAGER PRIOR TO PLACING GRAVELS.
6. TACK COAT SHALL BE APPLIED BETWEEN SUCCESSIVE LIFTS OF ASPHALT.
7. THE BITUMINOUS PAVEMENT SHALL BE COMPACTED TO 92 TO 97 PERCENT OF ITS THEORETICAL MAXIMUM DENSITY AS DETERMINED BY ASTM D–2041. THE BASE AND SUBBASE MATERIALS SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF THEIR MAXIMUM DRY DENSITIES AS DETERMINED BY ASTM D–1557.

SITE PAVEMENT CROSS SECTION — NOT TO SCALE



HANDICAP PARKING STALL LAYOUT — NOT TO SCALE



NOTES

1. SYMBOL TO BE PAINTED IN ALL HANDICAPPED ACCESSIBLE SPACES IN WHITE PAINT (BLUE–PAINTED SQUARE BACKGROUND OPTIONAL).

PAINTED HANDICAP SYMBOL — NOT TO SCALE

ALTUS ENGINEERING
133 Court Street Portsmouth, NH 03801
(603) 433-2335 www.altus-eng.com

STATE OF MAINE
ERIC D. WEINRIEB
No. 6658
LICENSED
PROFESSIONAL ENGINEER
12/1/23

NOT FOR CONSTRUCTION

ISSUED FOR:
PRELIM. SITE PLAN APPROVAL

ISSUE DATE:
AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431DETAILS.dwg

SCALE: AS SHOWN

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
THE FORESIDE INN
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
DETAIL SHEET

SHEET NUMBER:
C - 10

Pxxxx

27-29 WENTWORTH STREET

KITTERY, MAINE 03904

SITE CONTEXT:

5 WHIPPLE ROAD

9-11 WHIPPLE ROAD

29 WENTWORTH - PROJECT SITE

15 WHIPPLE ROAD

6-8 WHIPPLE ROAD

27 WENTWORTH - PROJECT SITE

12 DAME STREET

8 WENTWORTH STREET

23-25 WENTWORTH STREET

PROJECT DESCRIPTION:

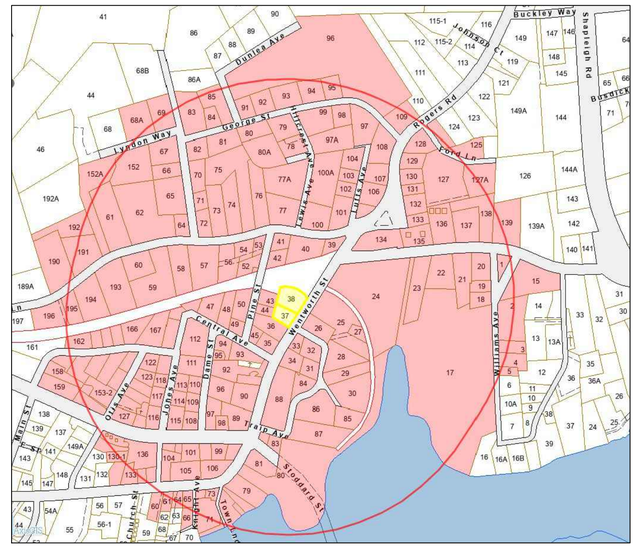
REDEVELOPMENT OF TWO SEPARATE INNS LOCATED AT 27 AND 29 WENTWORTH STREET. THE SITES WILL BE OPERATED AS TWO INDEPENDENT BOUTIQUE INNS.

WORK AT 27 WENTWORTH WILL INCLUDE:
- DEMOLITION OF THE CURRENT, NON-CONFORMING STRUCTURE.
- CONSTRUCTION OF TWELVE RENTAL UNITS
- DEVELOPMENT OF THE SITE TO PROVIDE OFF STREET PARKING FOR THE INN.

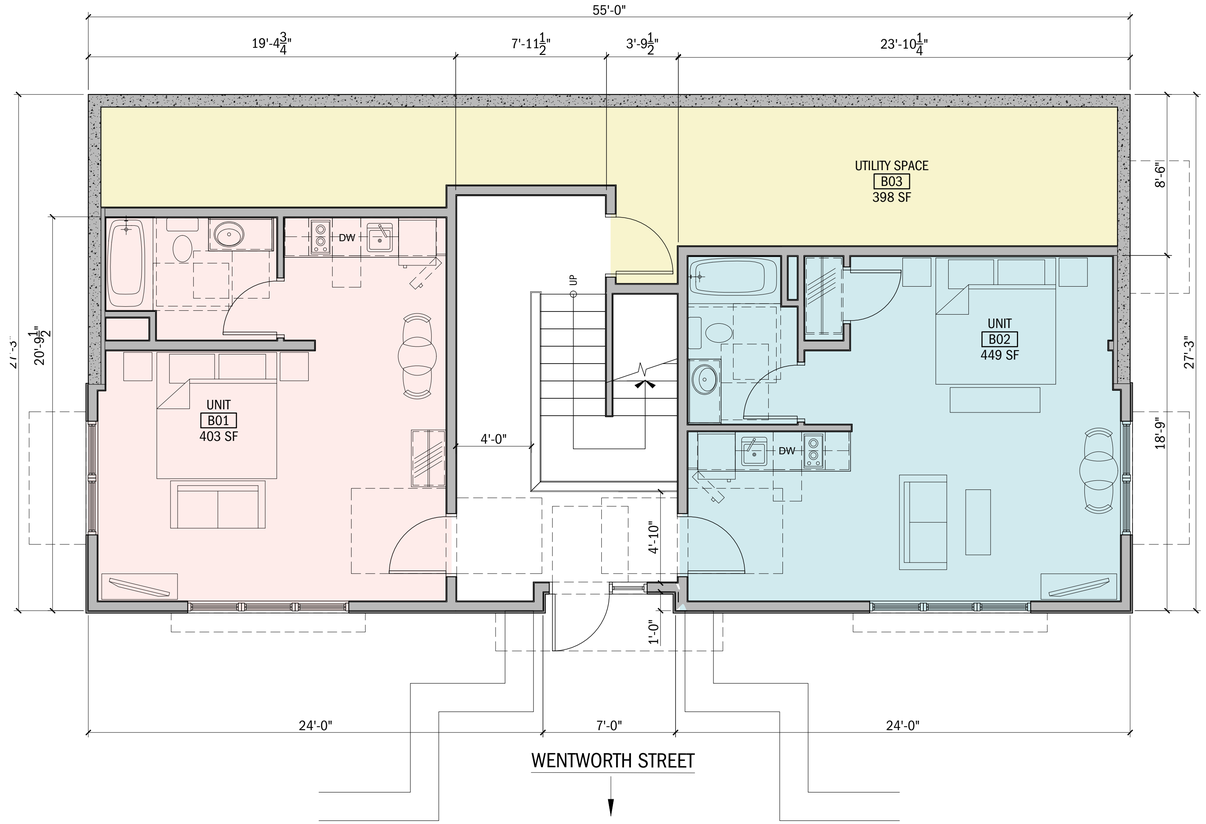
WORK AT 29 WENTWORTH WILL INCLUDE:
- PARTIAL DEMOLITION WILL ALLOW FOR RENOVATION OF THE ORIGINAL 1800s ERA STRUCTURE AND AN ADDITION TO THIS INTO TWELVE RENTAL UNITS AND AN ADDITIONAL INN KEEPER'S UNIT.
- DEVELOPMENT OF THE SITE TO PROVIDE OFF STREET PARKING FOR THE INN.

DRAWING INDEX:

SITE ABUTTERS WITHIN 1000' OF SITE

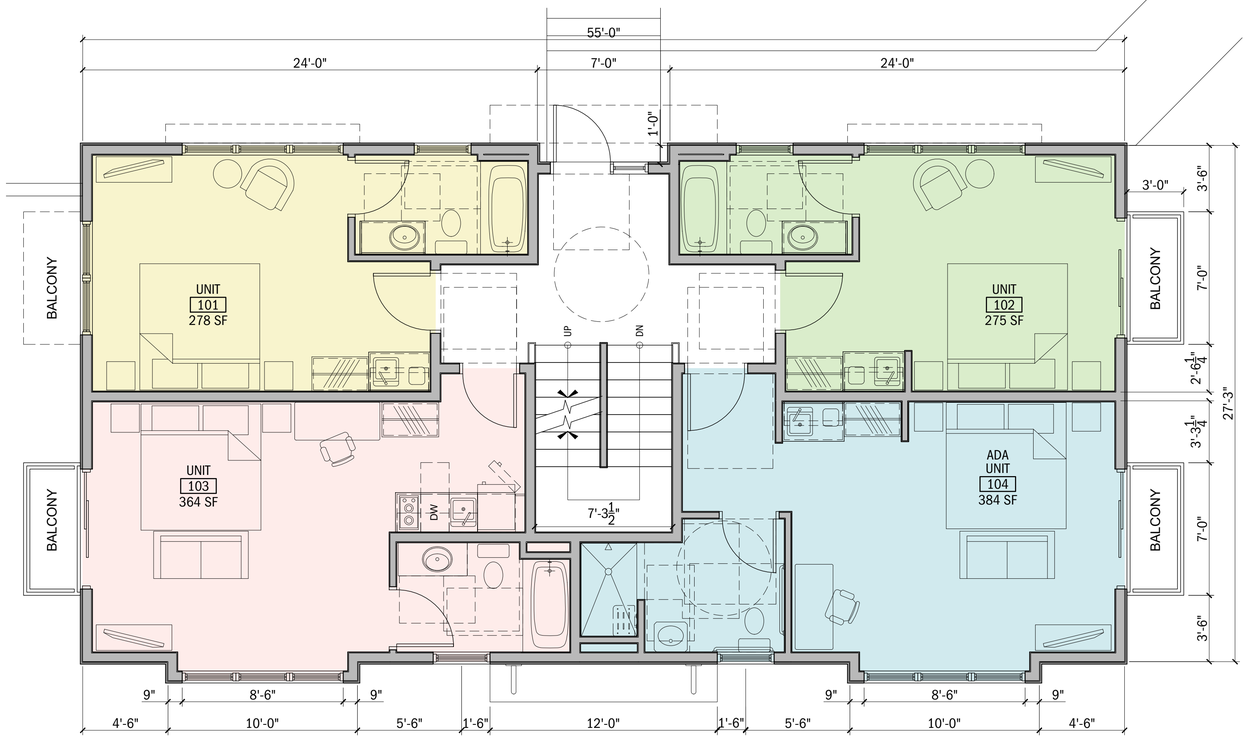


7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104



BASEMENT FLOOR PLAN 1

SCALE: 1/4"=1'-0"

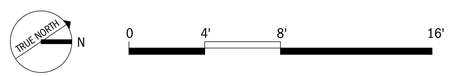


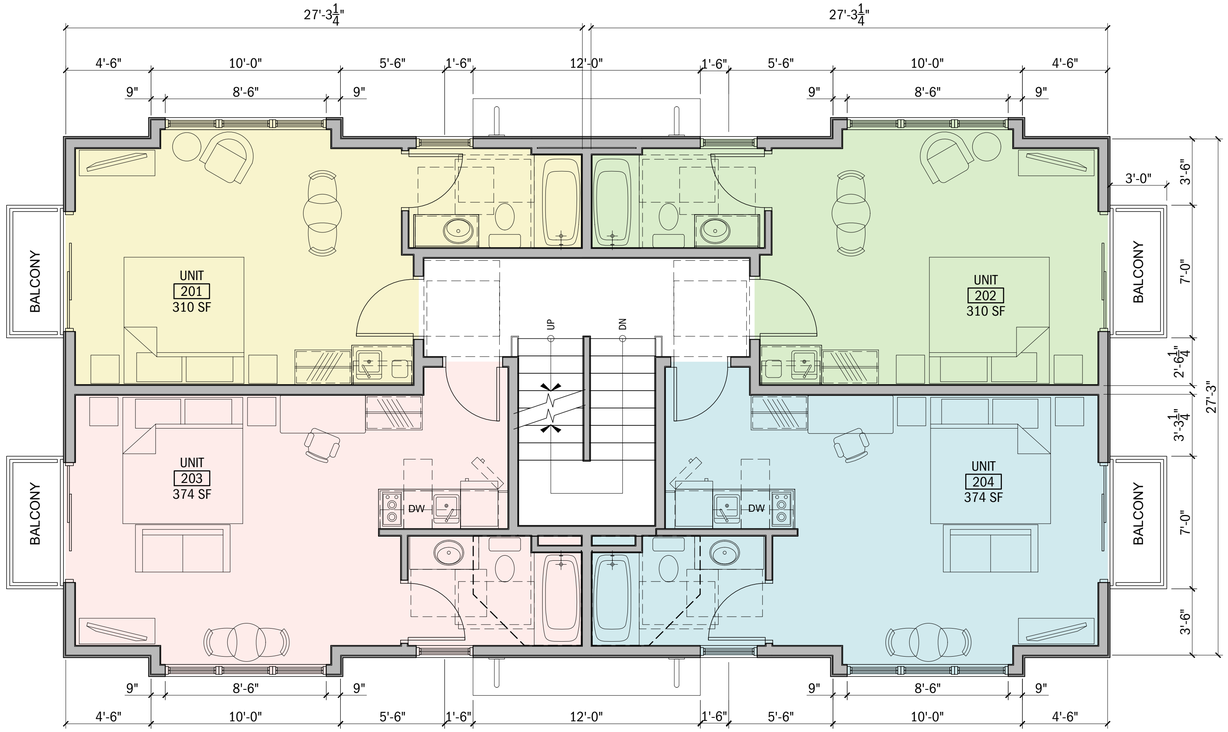
WENTWORTH STREET

FIRST FLOOR PLAN 2

SCALE: 1/4"=1'-0"

27 WENTWORTH ST			
	ROOM #	ROOM TYPE	AREA
BASEMENT FLOOR			
	B01	SUITE	403 SF
	B02	SUITE	449 SF
FIRST FLOOR			
	101	BUSINESS	278 SF
	102	BUSINESS	274 SF
	103	SUITE	364 SF
	104 (ADA)	BUSINESS	384 SF
SECOND FLOOR			
	201	BUSINESS	310 SF
	202	BUSINESS	310 SF
	203	SUITE	374 SF
	204	SUITE	374 SF
THIRD FLOOR			
	301	SUITE	452 SF
	302	SUITE	452 SF
ROOM TOTALS			
		BUSINESS	5
		SUITES	7
		TOTAL	12

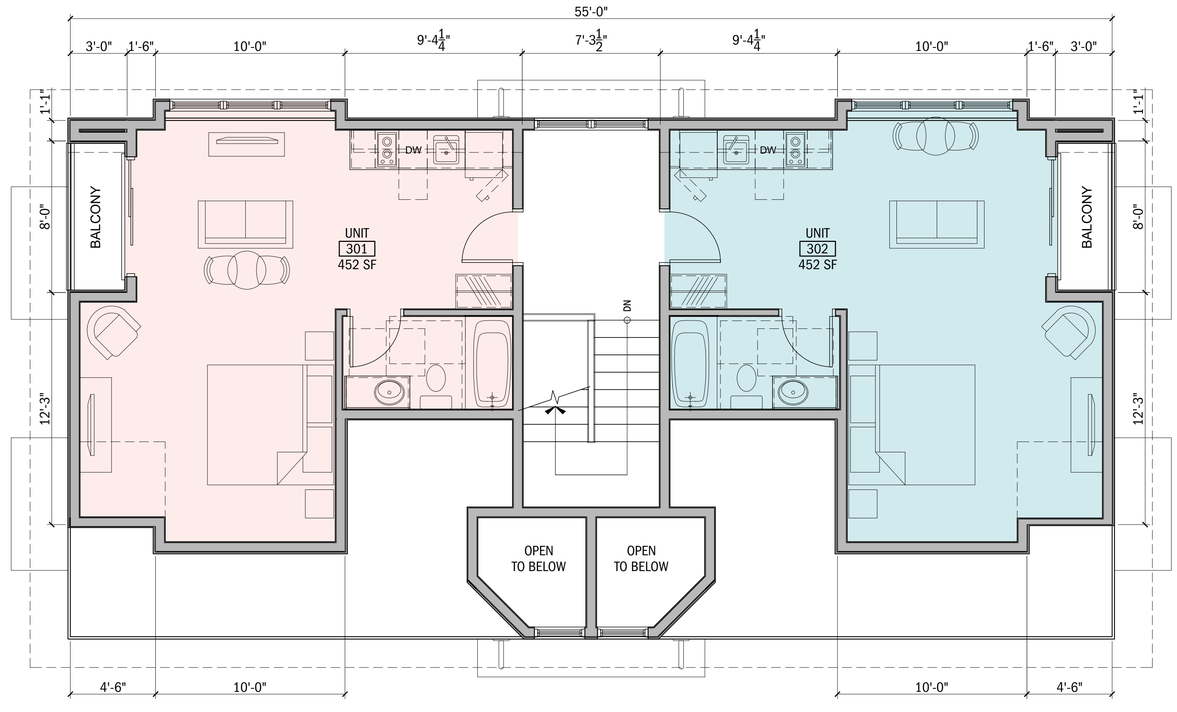




WENTWORTH STREET

SECOND FLOOR PLAN 1

SCALE: 1/4"=1'-0"

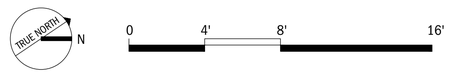


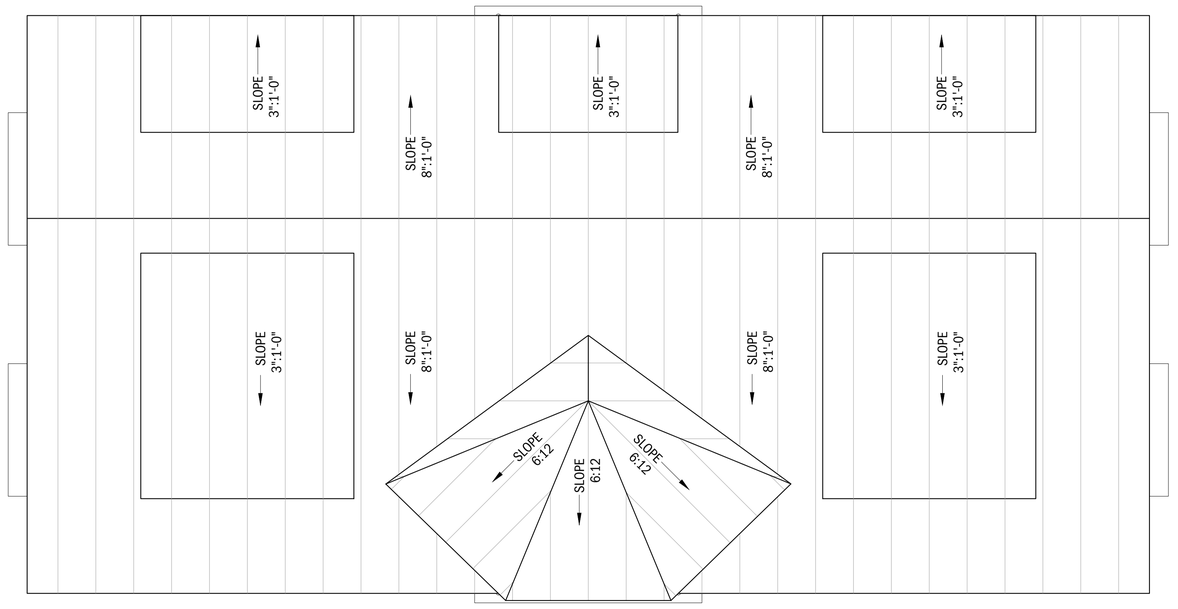
WENTWORTH STREET

THIRD FLOOR PLAN 2

SCALE: 1/4"=1'-0"

27 WENTWORTH ST			
	ROOM #	ROOM TYPE	AREA
BASEMENT FLOOR			
	B01	SUITE	403 SF
	B02	SUITE	449 SF
FIRST FLOOR			
	101	BUSINESS	278 SF
	102	BUSINESS	274 SF
	103	SUITE	364 SF
	104 (ADA)	BUSINESS	384 SF
SECOND FLOOR			
	201	BUSINESS	310 SF
	202	BUSINESS	310 SF
	203	SUITE	374 SF
	204	SUITE	374 SF
THIRD FLOOR			
	301	SUITE	452 SF
	302	SUITE	452 SF
ROOM TOTALS			
		BUSINESS	5
		SUITES	7
		TOTAL	12





ROOF PLAN
SCALE: 1/4"=1'-0"

1

TRUE NORTH N

0 4' 8' 16'

PROJECT 27 - 29 WENTWORTH STREET

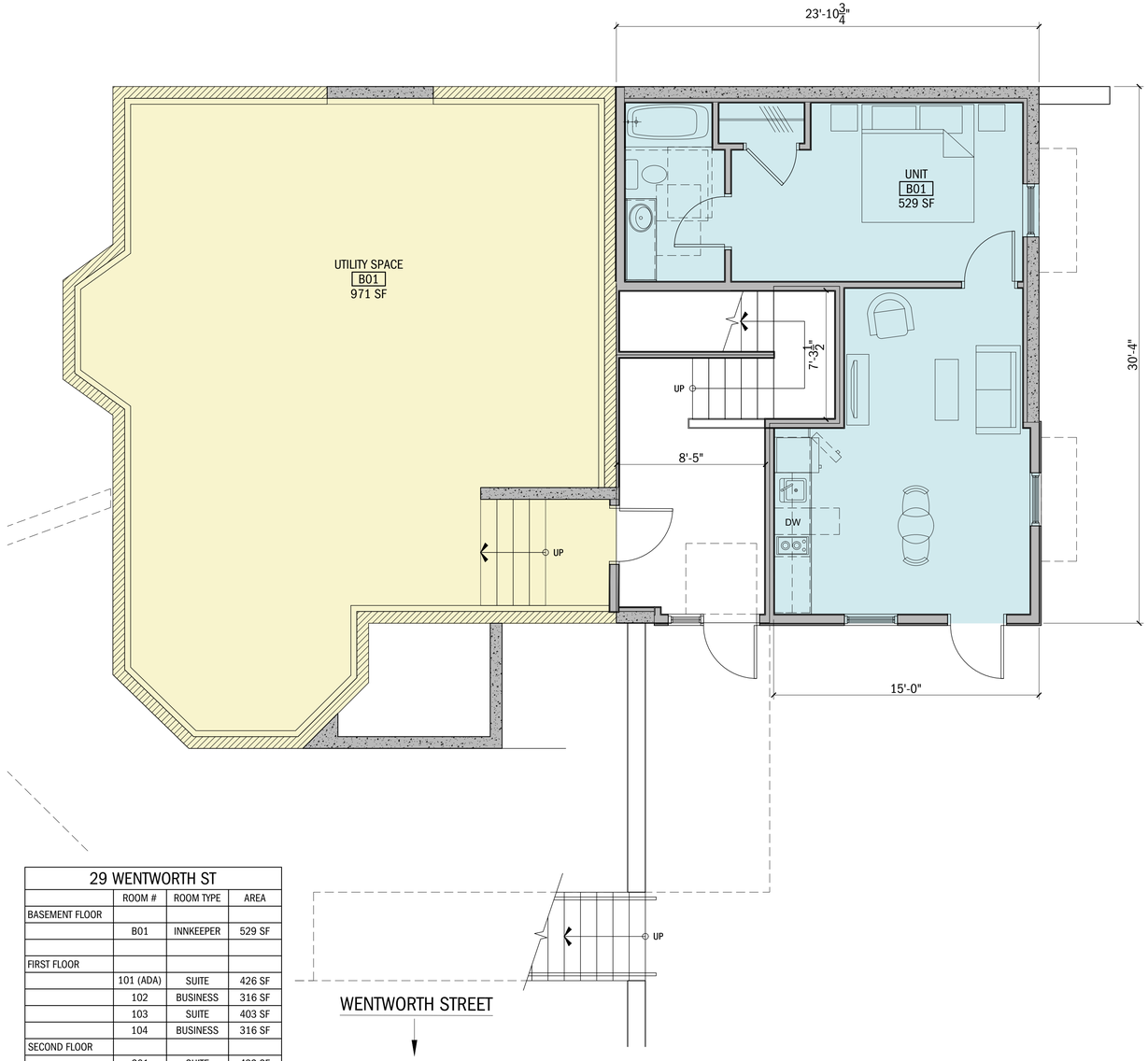
DRAWING (27 WENTWORTH) ROOF PLAN

8/22/2023

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104

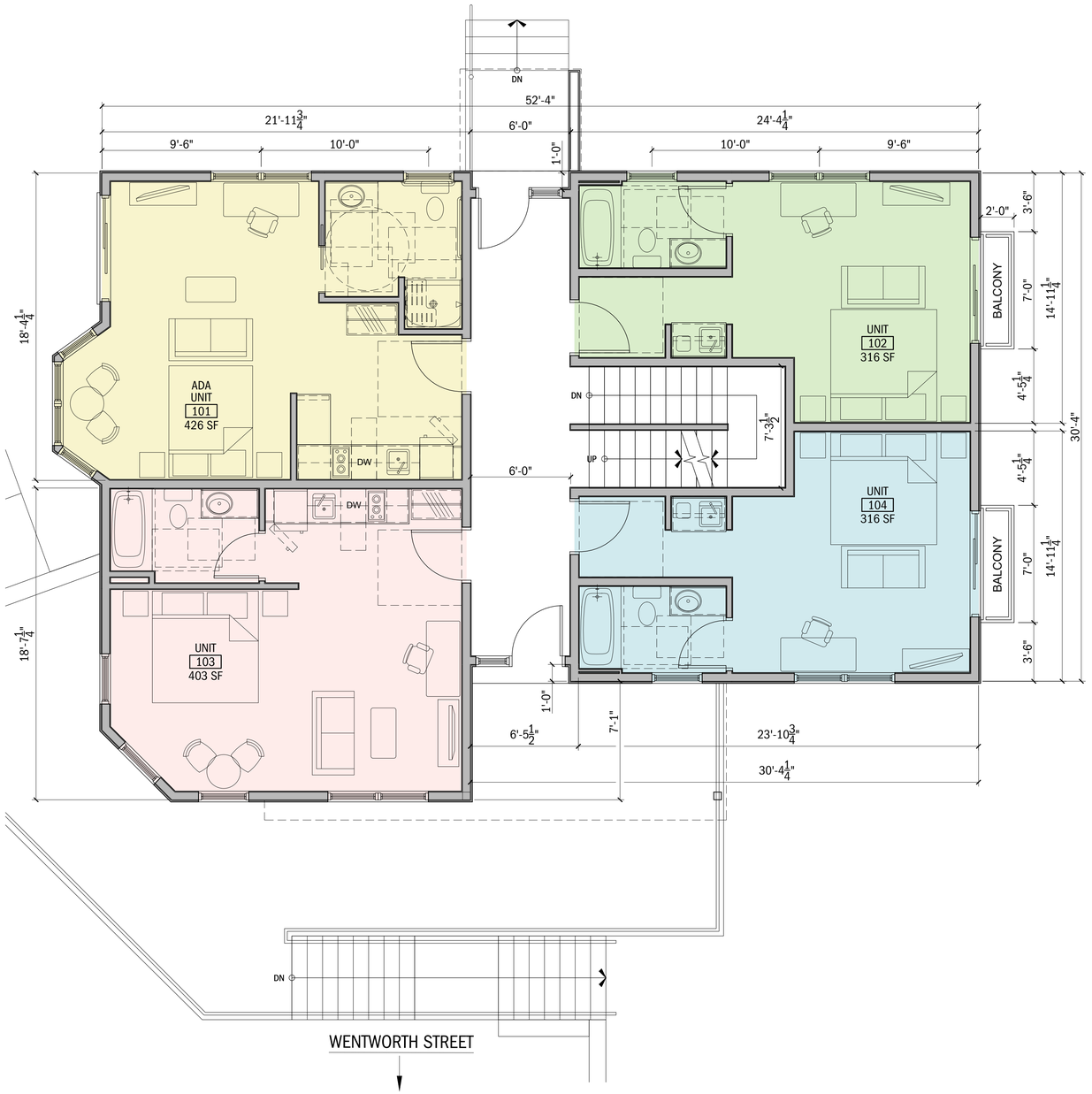
WINTER HOLBEN

04



BASEMENT FLOOR PLAN
SCALE: 1/4"=1'-0"

1



FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

2

29 WENTWORTH ST			
	ROOM #	ROOM TYPE	AREA
BASEMENT FLOOR			
	B01	INNKEEPER	529 SF
FIRST FLOOR			
	101 (ADA)	SUITE	426 SF
	102	BUSINESS	316 SF
	103	SUITE	403 SF
	104	BUSINESS	316 SF
SECOND FLOOR			
	201	SUITE	432 SF
	202	BUSINESS	316 SF
	203	SUITE	417 SF
	204	BUSINESS	316 SF
THIRD FLOOR			
	301	SUITE	396 SF
	302	BUSINESS	316 SF
	303	SUITE	382 SF
	304	BUSINESS	316 SF
ROOM TOTALS			
		BUSINESS	6
		SUITES	6
		TOTAL	12

TRUE NORTH
N

0 4' 8' 16'

PROJECT **27 - 29 WENTWORTH STREET**

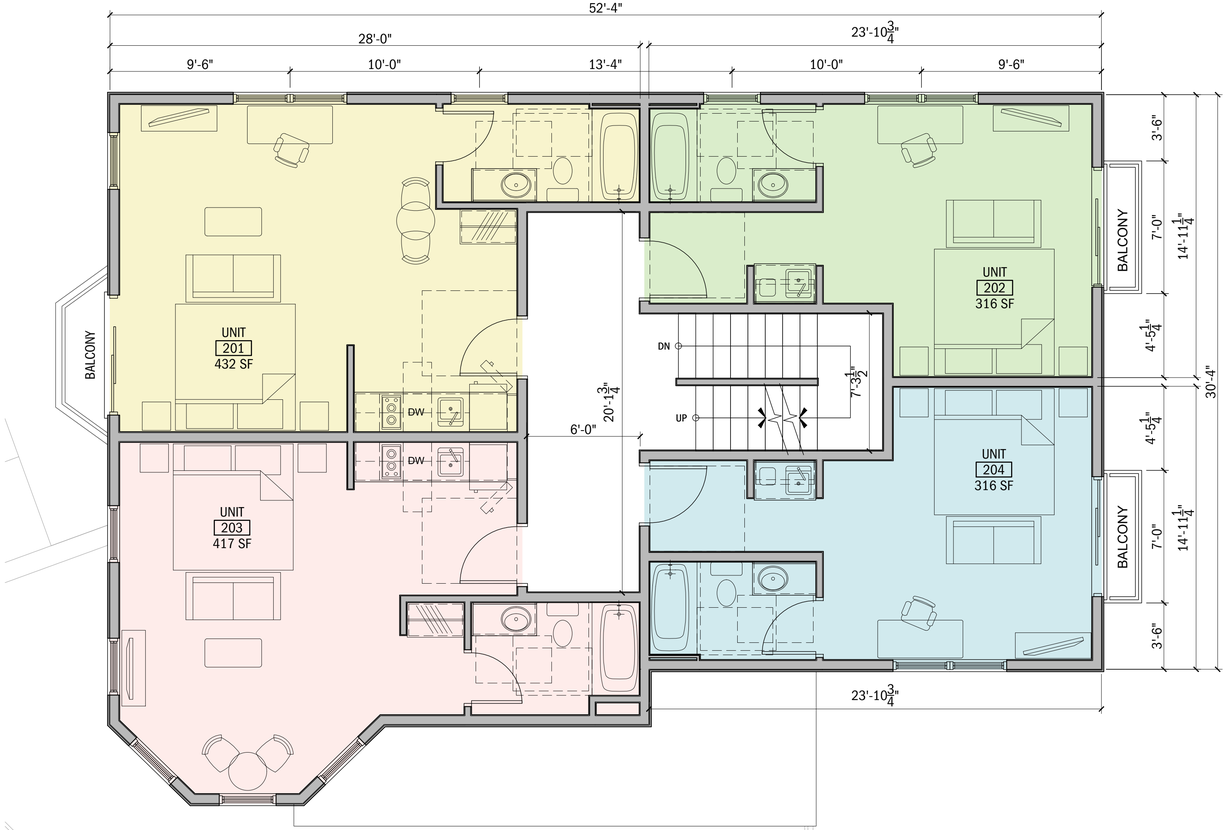
DRAWING **(29 WENTWORTH) FLOOR PLANS**

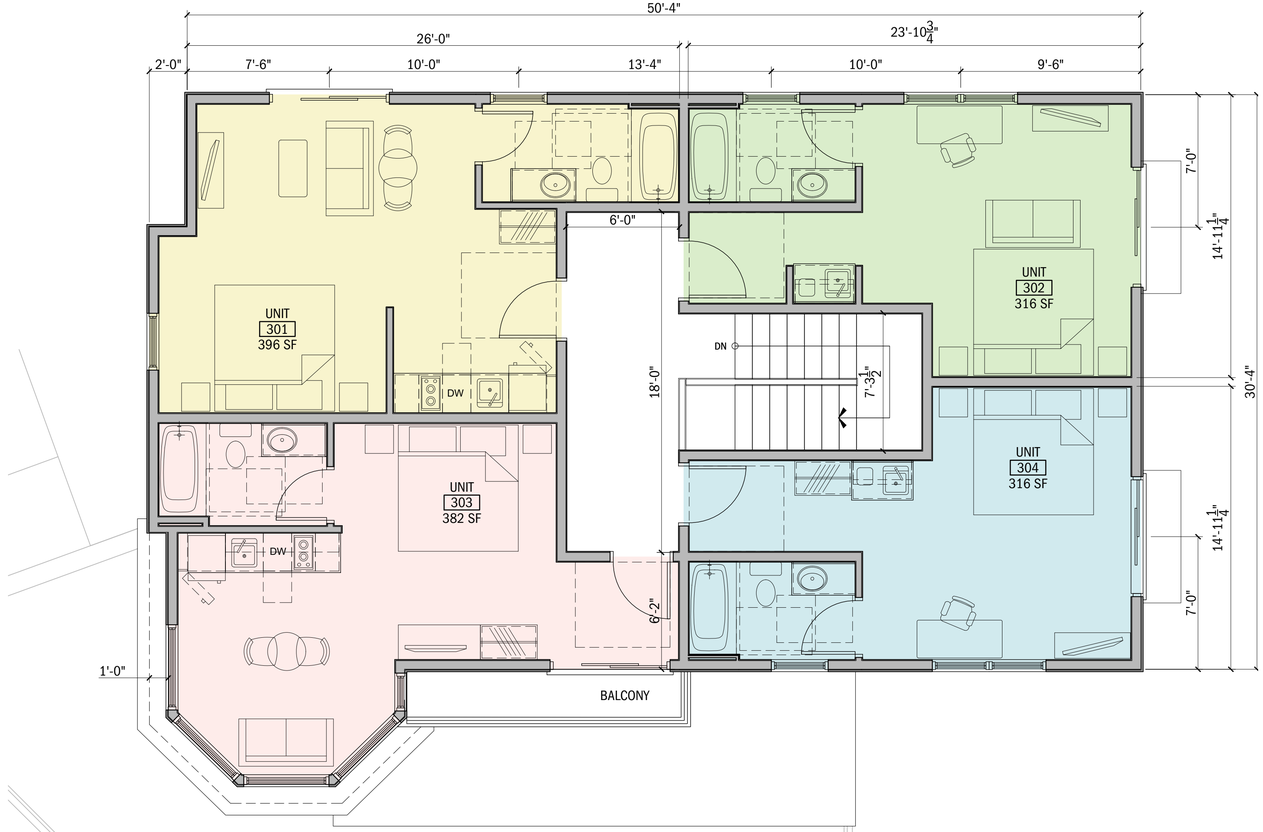
8/22/2023

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104

WINTER HOLBEN

05





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	303	SUITE	382 SF
	304	BUSINESS	316 SF
ROOM TOTALS			
		BUSINESS	6
		SUITES	6
		TOTAL	12

WENTWORTH STREET

SECOND FLOOR PLAN 1
SCALE: 1/4"=1'-0"

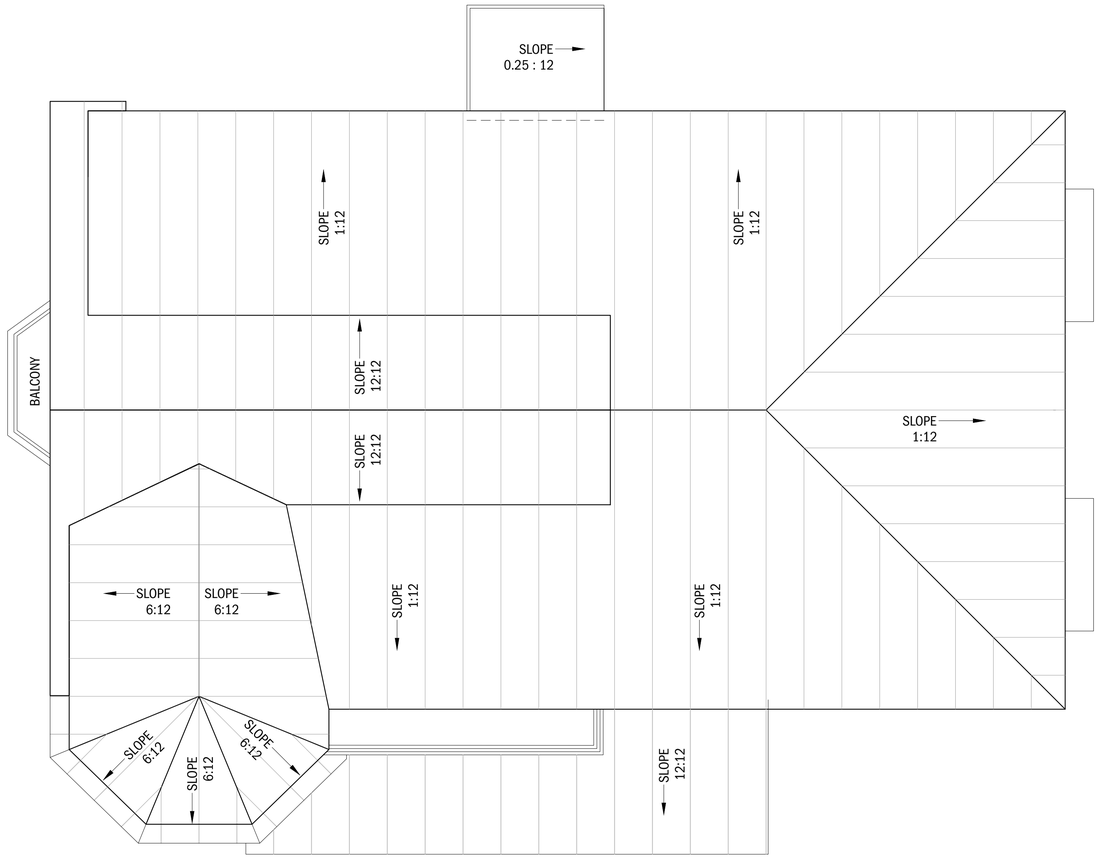
WENTWORTH STREET

THIRD FLOOR PLAN 2
SCALE: 1/4"=1'-0"

TRUE NORTH N

0 4' 8' 16'

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104
WINTER HOLBEN



ROOF PLAN 1

SCALE: 1/4"=1'-0"

TRUE NORTH N

0 4' 8' 16'

PROJECT 27 - 29 WENTWORTH STREET

DRAWING (29 WENTWORTH) ROOF PLAN

8/22/2023

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104

WINTER HOLBEN

07

NORTH EXTERIOR ELEVATION 1
SCALE: 1/4"=1'-0"

EAST EXTERIOR ELEVATION 2
SCALE: 1/4"=1'-0"

PROJECT 27 - 29 WENTWORTH STREET

DRAWING (27 WENTWORTH) EXTERIOR ELEVATIONS

8/22/2023

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104

WINTER HOLBEN

08

SOUTH EXTERIOR ELEVATION 1
SCALE: 1/4"=1'-0"

WEST EXTERIOR ELEVATION 2
SCALE: 1/4"=1'-0"

PROJECT 27 - 29 WENTWORTH STREET

DRAWING (27 WENTWORTH) EXTERIOR ELEVATIONS

8/22/2023

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
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WINTER HOLBEN

09

NORTH EXTERIOR ELEVATION 1

SCALE: 1/4"=1'-0"

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
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WINTER HOLBEN

EAST EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

1

SOUTH EXTERIOR ELEVATION 1

SCALE: 1/4"=1'-0"

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104
WINTER HOLBEN

WEST EXTERIOR ELEVATION 1

SCALE: 1/4"=1'-0"

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104

WINTER HOLBEN

VIEW LOOKING SOUTH-WEST FROM WENTWORTH STREET

SCALE: N.T.S.

1

PROJECT 27 - 29 WENTWORTH STREET

DRAWING PERSPECTIVE VIEW

8/22/2023

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104

WINTER HOLBEN

VIEW LOOKING NORTH-WEST FROM WENTWORTH STREET 1

SCALE: N.T.S.

7 WALLINGFORD SQUARE
UNIT 2099
KITTERY, ME 03904
207.994.3104

WINTER HOLBEN

ALTUS ENGINEERING

Civil
Site Planning
Environmental
Engineering

133 Court Street
Portsmouth, NH
03801-4413

August 24, 2023

Mazim Zakian, Town Planner
Town of Kittery
200 Rogers Road
Kittery, Maine 03904

Re: The Foreside Inn
Map 9 Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

Dear Mr. Zakian,

On August 22, 2023, the sale of the properties, 27 & 29 Wentworth Street, was executed and are now owned by 27 Wentworth Street, LLC and MREV Kittery Inn. LLC, respectively. A copy of the recorded deed is included. Prior to the next submission, all our submittal materials and plans will be updated to reflect the correct ownership.

On behalf of the applicant, Madbury Real Estate Ventures, Altus Engineering (Altus) is respectfully submitting a Preliminary Site Plan Review application for property located at 27 & 29 Wentworth Street. The redevelopment project proposes to construct a 12-unit inn on each parcel with a 13th innkeeper's suite unit on 29 Wentworth Street. Both inns will share an 18-space parking lot and access drive on 29 Wentworth Street. The structure at 27 Wentworth will be demolished with a new building constructed closer to the street. The property at 29 Wentworth will be partially demolished during renovation with the intention to maintain the original 1800's era structure.

If you have any questions or need additional information, please contact us. Thank you for your time and consideration. We look forward to presenting this project at the September 14th Planning Board meeting.

Sincerely,

ALTUS ENGINEERING

Eric D. Weinrieb, P.E.
President

RMB/edw/5431.00a Cover.ltr.docx

Enclosures

ecopy: Taylor McMaster, Madbury Real Estate Ventures
Brandon Holden, Winter Holden Architecture
Robbi Woodburn, Landscape Architect

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED **Bk 19297 PG 823**
Instr # 2023025809
08/22/2023 02:03:25 PM
Pages 2 YORK CO

Return to:

Mehall Law
401 Edgewater Place, Suite 105
Wakefield, MA 01880
Attention: Philip S. Mehall

DLN: 1002340246169

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Nancy P. Bogenberger,** an unmarried woman, **("Grantor"),** with an address of 29 Wentworth Street, Kittery, ME 03903, for consideration paid, grants to **27 Wentworth Street, LLC**, a Maine limited liability company **("Grantee")**, with an address of 401 Edgewater Place, Suite 570, Wakefield, MA 01880, with WARRANTY COVENANTS,

Maine R.E. Transfer Tax Paid

A certain tract of land, with buildings thereon, situated on the westerly side of Wentworth Street in Kittery, York County, State of Maine, and described as follows:

A certain parcel of land being shown as **Lot 37** on a plan entitled "Plan of Land for Madbury Real Estate Ventures of Tax Map 9, Lots 37 and 38, 27 & 29 Wentworth Street, Kittery, Maine" dated; June 15, 2023; scale: 1''= 10'; prepared by: Doucet Survey LLC; recorded at the York County Registry of Deeds in Plan Book 433, Plan No. 3.

Said parcel of land containing 8,319 square feet (0.19 acres), more or less.

Meaning and intending to describe the same premises conveyed to Grantor by Warranty Deed from Jeanne L. Stadelman dated April 29, 1993, and recorded in the York County Registry of Deeds on May 13, 1993, in Book 6527, Page 279.

THIS IS NOT HOMESTEAD PROPERTY OF THE GRANTOR.

[Signature Page Follows]

Executed this 21 day August, 2023.

Witness

Nancy P. Bogenberger

8-21-23

STATE OF Virginia
COUNTY OF Chesterfield

On this 21 day Aug, 2023, personally appeared before me, the above-named Nancy P. Bogenberger, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed same for the purposes therein contained, being duly authorized.

Justice of the Peace / Notary Public
My Commission Expires: 12/31/2026
Seal or Stamp:

DENISE M DUBRULE
NOTARY PUBLIC
REG # 7994771
MY COMMISSION EXPIRES
12/31/2026
COMMONWEALTH OF VIRGINIA

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED **Bk 19297 PG 853**
Instr # 2023025812
08/22/2023 02:03:25 PM
Pages 2 YORK CO

Return to:

Mehall Law
401 Edgewater Place, Suite 105
Wakefield, MA 01880
Attention: Philip S. Mehall

DNL: 1002340246173

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Nancy P. Bogenberger,** an unmarried woman, **("Grantor"),** with an address of 29 Wentworth Street, Kittery, ME 03903, for consideration paid, grants to **MREV Kittery Inn, LLC**, a Maine limited liability company **("Grantee")**, with an address of 401 Edgewater Place, Suite 570, Wakefield, MA 01880, with WARRANTY COVENANTS,

A certain tract of land, with buildings thereon, situated on the westerly side of Wentworth Street in Kittery, York County, State of Maine, being the Easterly part of the homestead of the late Nancy W. Adams, deceased, and described as follows:

A certain parcel of land being shown as **Lot 38** on a plan entitled "Plan of Land for Madbury Real Estate Ventures of Tax Map 9, Lots 37 and 38, 27 & 29 Wentworth Street, Kittery, Maine" dated; June 15, 2023; scale: 1''= 10'; prepared by: Doucet Survey LLC; recorded at the York County Registry of Deeds Plan Book 433, Plan No. 3.

Said parcel of land containing 13,389 square feet (0.31 acres), more or less.

Meaning and intending to describe the same premises conveyed to Grantor by Warranty Deed from Paul D. Murphy and Joanne M. Murphy dated October 13, 1987, and recorded in the York County Registry of Deeds on October 15, 1987, in Book 4493, Page 227.

THIS IS NOT HOMESTEAD PROPERTY OF THE GRANTOR.

[Signature Page Follows]

Maine R.E. Transfer Tax Paid

Executed this 21 day August, 2023.

Witness

Nancy P. Bogenberger

8-21-23

STATE OF Virginia
COUNTY OF Chesterfield

On this 21 day Aug, 2023, personally appeared before me, the above-named Nancy P. Bogenberger, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed same for the purposes therein contained, being duly authorized.

Justice of the Peace / Notary Public
My Commission Expires: 12/31/2026
Seal or Stamp:

DENISE M DUBRULE
NOTARY PUBLIC
REG # 7994771
MY COMMISSION EXPIRES
12/31/2026
COMMONWEALTH OF VIRGINIA

Preliminary Site Plan Review Application

The Foreside Inn

Tax Map 49, Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

August 24, 2023

Prepared For:

Madbury Real Estate Ventures
c/o Taylor McMaster
401 Edgewater Place, Suite 570
Wakefield, MA 001880
(617) 290-1269

Prepared By:

Altus Engineering
133 Court Street
Portsmouth, NH 03801
Phone: (603) 433-2335

ALTUS ENGINEERING

TOWN OF KITTERY, MAINE
TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904
PHONE: (207) 475-1323 - FAX: (207) 439-6806
www.kittery.org

APPLICATION: SITE PLAN REVIEW

FEE FOR SITE PLAN REVIEW:	☐ **$300. 00 PLUS THE GREATER OF:**	☐ **$50/USE OF UNIT; 0R**	☐ **$5.00/100 SQ FT OF GROSS FLOOR AREA**	**Application Fee Paid:** $ 800.00 Date: 8/24/23
		☐ **$0.50/LINEAR FOOT OF DOCK, SLIP & FLOAT; OR**	☒ **$20.00/ UNIT INTENDED TO PROVIDE OVERNIGHT SLEEPING ACCOMODATIONS**	**ASA Fee Paid:** (TITLE 3.3 TOWN CODE) $_____ Date:_____

PROPERTY DESCRIPTION	**Parcel ID**	**Map**	9	**Lot**	37 & 38	**Zone:** MU-KF **Base:** _____ **Overlay:** _____ **MS4:** ___ YES ____ NO		**Total Land Area (Square Feet)**	21,708 sf
	Physical Address	27 & 29 Wentworth Street							

PROPERTY OWNER'S INFORMATION	**Name**	Nancy P. Bogenberger	**Mailing Address**	29 Wentworth Street Kittery, Maine 03904
	Phone	207-439-1489		
	Fax			
	Email			
APPLICANT'S AGENT INFORMATION	**Name**	Taylor McMaster	**Name of Business**	Madbury Real Estate Ventures
	Phone	617-290-1269	**Mailing Address**	401 Edgewater Place Suite 570 Wakefield, MA 01880
	Fax			
	Email	tmcmaster@madburycapital.com		

PROJECT DESCRIPTION

Existing Use:

Enchanted Nights is an 8-bedroom bed and breakfast on 29 Wentworth Street with a three bedroom house on 27 Wentworth Street.

Project Name: Inn Redevelopment

Proposed Use:

Proposed plan is to construct a 12-unit inn on each property, with a 13th innkeeper's suite built on 29 Wentworth. Both inns would share a 18-space parking lot and a driveway on 29 Wentworth. The property on 27 Wentworth would be demolished, with the new building constructed closer to the street while maintaining the minimum 10' yard setback. The property at 29 Wentworth would be partially demolished during renovation, with the intention of maintaining the original 1800's era structure.

WAIVER REQUEST

	Ordinance Section	Describe why this request is being made.
DESCRIPTION	****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.
	16.4.25.i	Request waiver of an open space of 40% minimum to provide amenities for the guest.
	16.7.11.C.3.a	Request waiver for minimum 12" drain pipe; only proposing roof leaders and underdrain pipes.

Related Kittery Land Use Code concerning waivers and modifications:

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.

16.7.4.1 Objectives Met. 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.

I certify that, to the best of my knowledge, the information provided in this application is true and correct and will not deviate from the plans submitted without notifying the Kittery Planning Department of any changes.			
Applicant's Signature:		**Owner's Signature:**	see Letter of Authorization
Date:		**Date:**	6/01/23

COMPLETED BY OFFICE STAFF

ASA CHARGE	AMOUNT	ASA CHARGE	AMOUNT
REVIEW		**SERVICES**	
LEGAL FEES (TBD)		RECORDER	$35
ENGINEERS REVIEW (TBD)		FACT FINDING (TBD)	
ABUTTER NOTICES		3RD PARTY INSPECTIONS (TBD)	
POSTAGE	$20	OTHER PROFESSIONAL SERVICES	$50
LEGAL NOTICES		**PERSONNEL**	
ADVERTISING	$300	SALARY CHARGES IN EXCESS OF 20 HOURS	
SUPPLIES			
OFFICE	$5		
SUB TOTAL		SUB TOTAL	
		TOTAL ASA REVIEW FEES	

Letter of Authorization

Madbury Real Estate Ventures LLC, Option Holder, hereby authorizes Altus Engineering, LLC, Doucet Survey, LLC, Woodburn & Company Landscape Architecture, LLC and Winter Holben Design, LLC to represent us in all matters concerning the engineering, surveying and architecture, and related permitting of improvements to the property located at 27 & 29 Wentworth Street in Kittery, Maine on Assessors Map 9, Lots 37 & 38. This authorization shall include any signatures required for Federal, State and Municipal permit applications.

BT McMaster

B. Taylor McMaster

June 1, 2023

Date

Witness

Date

Vicinity Plan

Kittery, ME

1 inch = 400 Feet

0 400 800 1200

July 13, 2023

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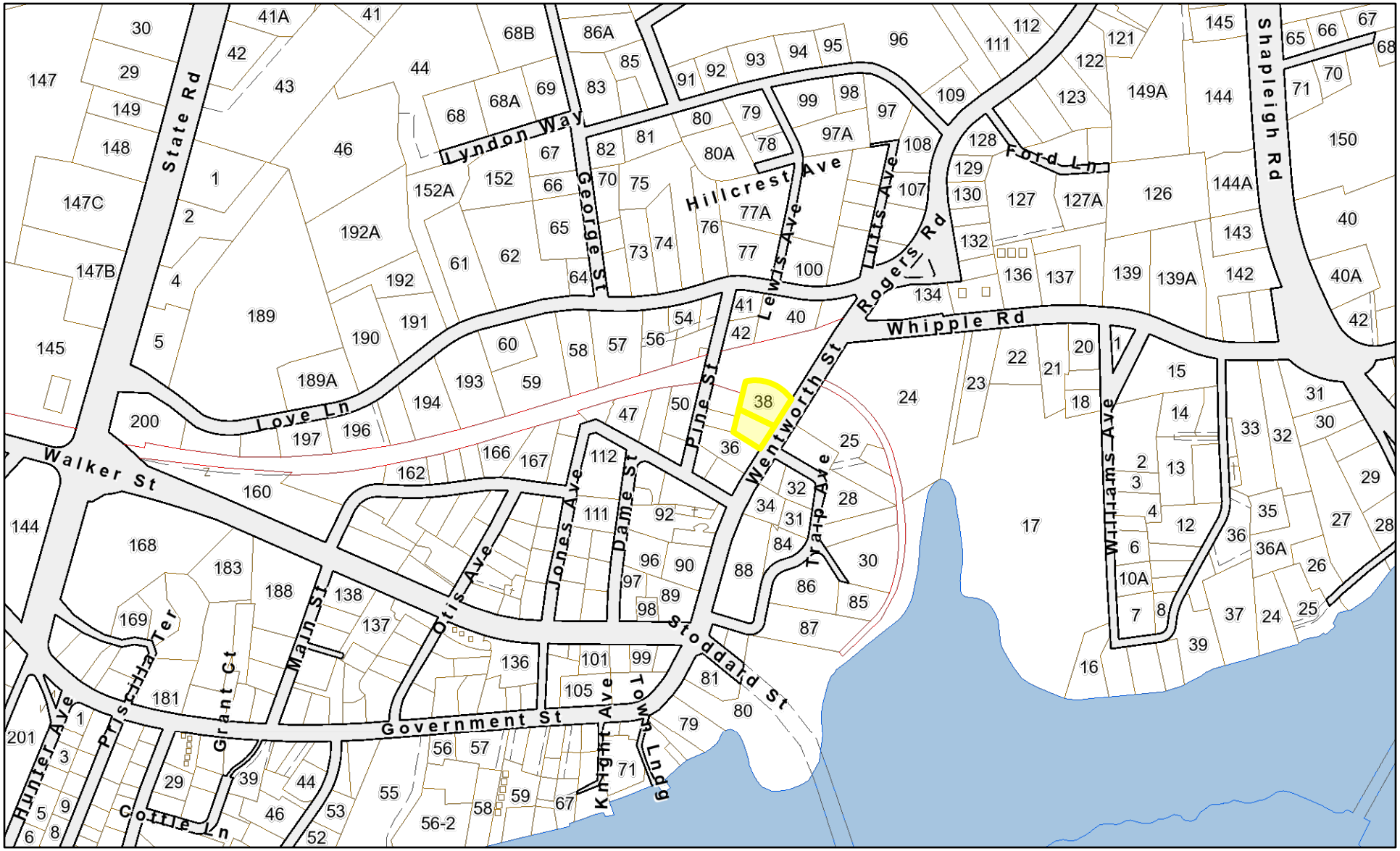

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.


Aerial Photograph
Write a description for your map.
Legend
27 Wentworth St
27 Wentworth St
Google Earth
N
700 ft

The Foreside Inn

Kittery, ME

1 inch = 137 Feet

0 137 275 412

August 22, 2023

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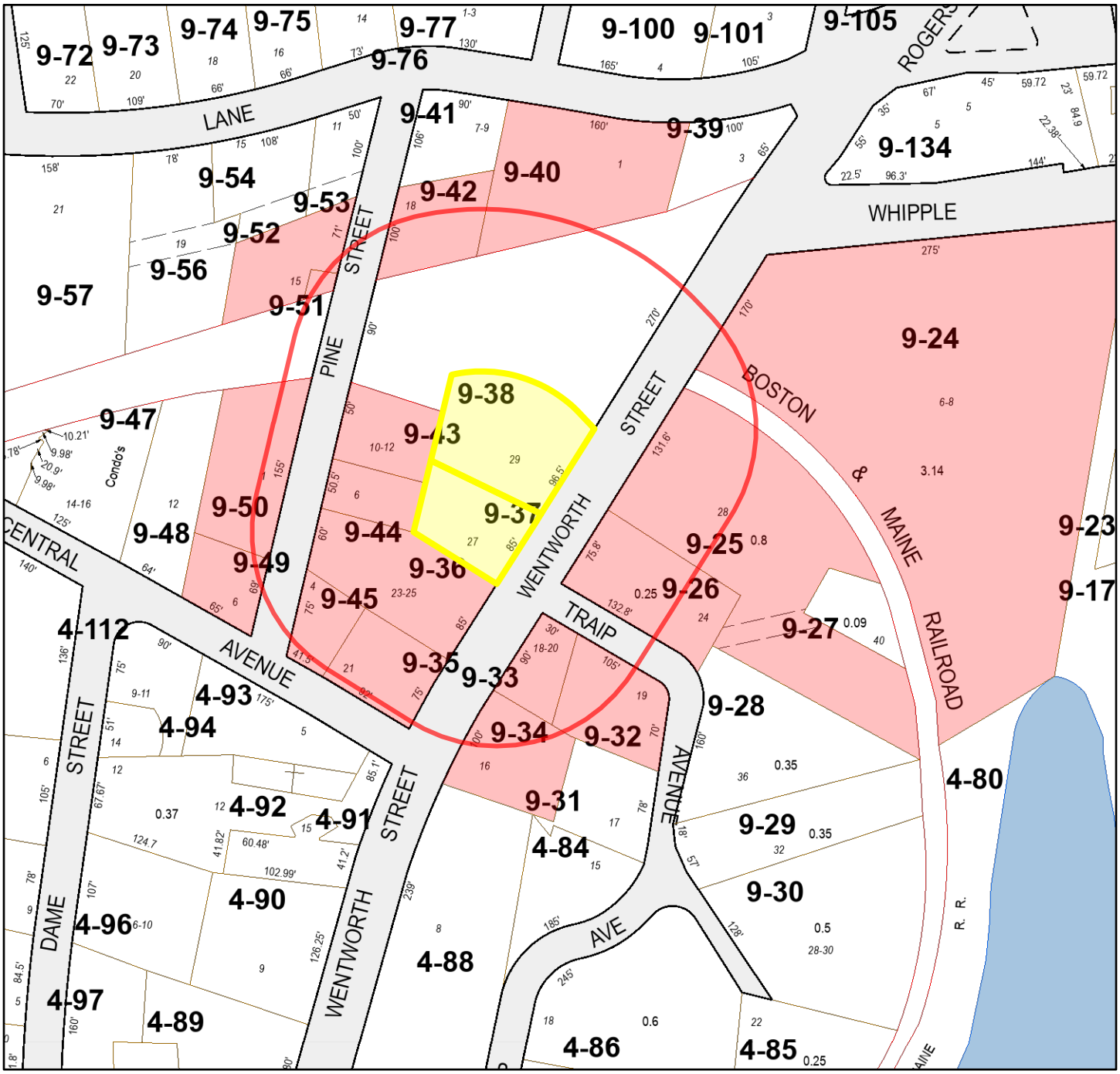

Water-poly
Map - Lot Labels
Right of Way
Cemetery
Dashed Road

150 foot Abutters List Report

Kittery, ME
August 22, 2023

Subject Properties:

Parcel Number:	9-37	Mailing Address:	BOGENBERGER, NANCY P
CAMA Number:	9-37		BOGENBERGER, NANCY P
Property Address:	27 WENTWORTH STREET		29 WENTWORTH STREET
			KITTERY, ME 03904-1720

Parcel Number:	9-38	Mailing Address:	BOGENBERGER, NANCY P
CAMA Number:	9-38		BOGENBERGER, NANCY P
Property Address:	29 WENTWORTH STREET		29 WENTWORTH STREET
			KITTERY, ME 03904-1720

Abutters:

Parcel Number:	9-24	Mailing Address:	R C BISHOP OF PORTLAND R C BISHOP OF PORTLAND
CAMA Number:	9-24		510 OCEAN AVENUE
Property Address:	6-8 WHIPPLE ROAD		PORTLAND, ME 04103

Parcel Number:	9-24	Mailing Address:	SAINT RAPHAELS CHURCH SAINT RAPHAELS CHURCH
CAMA Number:	9-24A		6 WHIPPLE ROAD
Property Address:	6-8 WHIPPLE ROAD		KITTERY, ME 03904-1739

Parcel Number:	9-25	Mailing Address:	KOLK, MARTIN H & WOLFE, KYLE A
CAMA Number:	9-25		KOLK, MARTIN H & WOLFE, KYLE A
Property Address:	28 WENTWORTH STREET		28 WENTWORTH STREET
			KITTERY, ME 03904-1721

Parcel Number:	9-26	Mailing Address:	ELBROCH, VICTORIA TR ELBROCH, VICTORIA TR
CAMA Number:	9-26		24 WENTWORTH STREET
Property Address:	24 WENTWORTH STREET		KITTERY, ME 03904

Parcel Number:	9-32	Mailing Address:	NIELSEN, CAROLYN NIELSEN, CAROLYN
CAMA Number:	9-32		19 TRAIP AVENUE
Property Address:	19 TRAIP AVENUE		KITTERY, ME 03904

Parcel Number:	9-33	Mailing Address:	WILSON FAMILY IRR. KITTERY TRUST
CAMA Number:	9-33		WILSON FAMILY IRR. KITTERY TRUST
Property Address:	18-20 WENTWORTH STREET		37 HUNTINGTON WAY
			KITTERY, ME 03904

Parcel Number:	9-34	Mailing Address:	DENNETT, FRANK A DENNETT, FRANK A
CAMA Number:	9-34		272 ROLLINGWOOD DRIVE
Property Address:	16 WENTWORTH STREET		ELIOT, ME 03903

Parcel Number:	9-35	Mailing Address:	FITZGERALD TR, CARL E FITZGERALD TR, CARL E
CAMA Number:	9-35		21 WENTWORTH STREET
Property Address:	21 WENTWORTH STREET		KITTERY, ME 03904-1720

Parcel Number:	9-36	Mailing Address:	FAIR TIDE FAIR TIDE
CAMA Number:	9-36		4 PINE GROVE LANE
Property Address:	23-25 WENTWORTH STREET		YORK, ME 03909

150 foot Abutters List Report

Kittery, ME
August 22, 2023

Parcel Number:	9-40	Mailing Address:	RANDLETT, RUTH RANDLETT, RUTH 1 LOVE LN KITTERY, ME 03904
CAMA Number:	9-40		
Property Address:	1 LOVE LANE		
Parcel Number:	9-42	Mailing Address:	KEITH H. & MARY S. SIMPSON TR 2017 KEITH H. & MARY S. SIMPSON TR 2017 69 CAMP SCHOOL ROAD WOLFEBORO, NH 03894
CAMA Number:	9-42		
Property Address:	18 PINE STREET		
Parcel Number:	9-43	Mailing Address:	HARRISON-GREEN, LLC HARRISON-GREEN, LLC C/O UNIVERSAL PROPERTY MANAGEMENT 750 LAFAYETTE RD #201 PORTSMOUTH, NH 03801
CAMA Number:	9-43		
Property Address:	10-12 PINE STREET		
Parcel Number:	9-44	Mailing Address:	TUTTLE, LINDA S TUTTLE, LINDA S 6 PINE STREET KITTERY, ME 03904-1714
CAMA Number:	9-44		
Property Address:	6 PINE STREET		
Parcel Number:	9-45	Mailing Address:	MUCCIO, FRANK MUCCIO, FRANK 4 CENTRAL AVENUE KITTERY, ME 03904-1707
CAMA Number:	9-45		
Property Address:	4 CENTRAL AVENUE		
Parcel Number:	9-49	Mailing Address:	WRIGHT, MATTHEW DAVID WRIGHT, MATTHEW DAVID 6 CENTRAL AVENUE KITTERY, ME 03904
CAMA Number:	9-49		
Property Address:	6 CENTRAL AVENUE		
Parcel Number:	9-50	Mailing Address:	FULTON, TIMOTHY FULTON, TIMOTHY 1 PINE STREET KITTERY, ME 03904
CAMA Number:	9-50		
Property Address:	1 PINE STREET		
Parcel Number:	9-51	Mailing Address:	MCCALLION, JANINE MCCALLION, JANINE 15 PINE STREET KITTERY, ME 03904
CAMA Number:	9-51		
Property Address:	PINE STREET		
Parcel Number:	9-52	Mailing Address:	MCCALLION, JANINE MCCALLION, JANINE 15 PINE STREET KITTERY, ME 03904-1713
CAMA Number:	9-52		
Property Address:	15 PINE STREET		

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City, State, ZIP

Keith & Mary Simpson Tr 2017
69 Camp School Road
Wolfboro, NH 03894

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City, State, Z

Ruth Randlett
1 Love Lane
Kittery, ME 03904

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4 Pine Grove Lane
York, ME 03909

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City, State

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21 Wentworth Street
Kittery, ME 03904-1720

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- Adult Signature Restricted Delivery $

Postage $0.66

Total Pc $5.01

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City, St

Harrison-Green, LLC
c/o Universal Property Mgmt.
750 Lafayette Road #201
Portsmouth, NH 03801

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Total Pos $5.01

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Street an
City, Stat

Linda's Tuttle
6 Pine Street
Kittery, ME 03904-1714

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Sent To: Frank Muccio
Street and Apt.: 4 Central Avenue
City, State, ZIP: Kittery, ME 03904-1707

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Sent To: Matthew D. Wright
Street and Apt.: 6 Central Avenue
City, State, ZIP: Kittery, ME 03904

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Total Postage and Fees $5.01

Sent To: Timothy Fulton
Street and Apt.: 1 Pine Street
City, State, ZIP: Kittery, ME 03904

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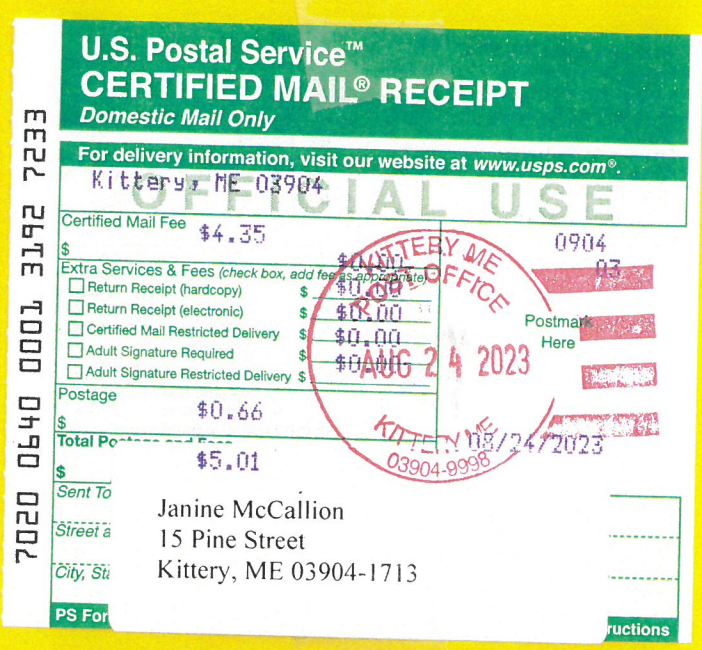

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Sent To: Janine McCallion
Street and Apt.: 15 Pine Street
City, State, ZIP: Kittery, ME 03904-1713

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Sent To: Saint Raphaels Church
Street and Apt.: 6 Whipple Road
City, State, ZIP: Kittery, ME 03904-1739

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City, State, ZIP: Kittery, ME 03904-1721

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- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.66

Total Postage and Fees $5.01

Sent To: Victoria Elbroch Trust
Street and Apt. No.: 24 Wentworth Street
City, State, ZIP+4: Kittery, ME 03904

PS Form 3800, August 2006 See Reverse for Instructions

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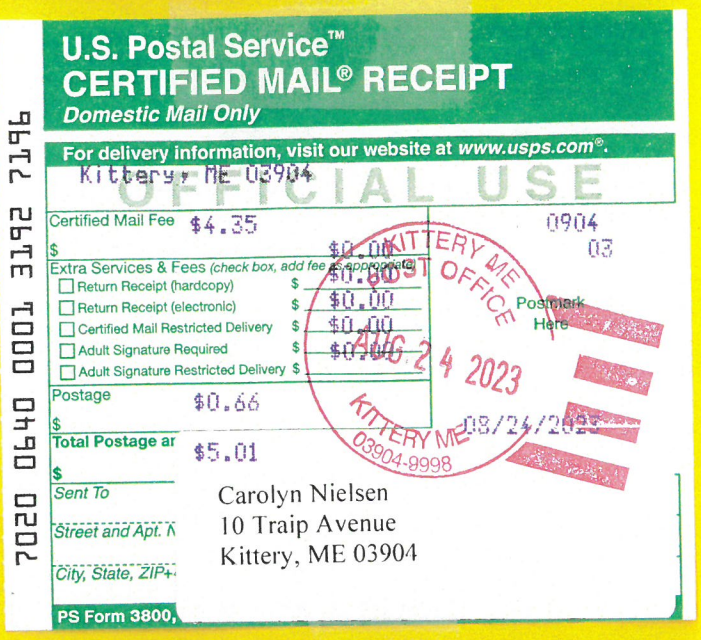

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Kittery, ME 03904

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- Adult Signature Restricted Delivery $

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Sent To: Carolyn Nielsen
Street and Apt. No.: 10 Traip Avenue
City, State, ZIP+4: Kittery, ME 03904

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Eliot, ME 03903

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- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.66

Total Postage and Fees $5.01

Sent To: Frank A. Dennett
Street and Apt. No.: 272 Rollingwood Drive
City, State, ZIP+4: Eliot, ME 03903

PS Form 3800, August 2006

KITTERY ME POST OFFICE AUG 24 2023 KITTERY ME 03904-9998 08/24/2023

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Kittery, ME 03904

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- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.66

Total Postage and Fees $5.01

Sent To: Wilson Family Irrev. Trust
Street and Apt. No.: 37 Huntington Way
City, State, ZIP+4: Kittery, ME 03904

PS Form 3800, August 2006

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0904 03

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BK6527 PG279 019149

WARRANTY DEED

27 WENTWORTH ST KITTERY, MAINE

JEANNE L. STADELMAN

of RR1 Box 77 Upper Cross Rd EAST LEBANON ME 04027

for consideration paid,

grant to

NANCY P. BOGENBERGER

as joint tenants and not tenants in common,

of 29 WENTWORTH ST KITTERY ME 03904

with **Warranty Covenants**

the land in KITTERY , York County, State of Maine.

Beginning on the highway Knon as Wentworth Street and land now or formerly of Reginald Houde; thence northwesterly by said Houde land, five rods and seven links to land now or formerly of Martin Losier; thence northeasterly by said Losier land, four rods and fourteen links to land now of Nancy P. Bogenberger; thence by land of said Bogenberger southerly, seven rods, to said Wentworth Street; thence westerly by said Street, five rods and six links, to place of beginning.

MAINE REAL ESTATF TRANSFEF TAXPAID

RECEIVED YORK S.S.
93 MAY 13 AM 11:28
ATTEST: Catherine Stone
REGISTER OF DEEDS

Witness MY hand this 29 day of APRIL 1993.

Jeannie L. Stadelman

The State of ~~Maine~~ NEW HAMPSHIRE ~~York, ss.~~ STRAFFORD SS 1993

Then personally appeared the above-named JEANNE STADELMAN

and acknowledged the foregoing instrument to be HER free act and deed,

Before me, Wendy A. Winslow

Attorney at Law - Notary Public

Print Name: WENDY A. WINSLOW

My Commission Expires: 9/16/97

50554 BK4493 PG227

PAUL D. MURPHY and JOANNE M. MURPHY, husband and wife,

of 29 Wentworth Street, Kittery, York County, Maine,
(being ~~xx~~married) for consideration paid,
grant to NANCY P. BOGENBERGER, a single person, of 101 N. Poinsettia Place, Los Angeles, California,

~~of~~X
with ~~warranty~~ covenants, as joint tenants, the land in the Town of Kittery, County of York and State of Maine,

A certain tract of land, with the buildings thereon, situated on the westerly side of Wentworth Street in Kittery, York County, State of Maine, being the Easterly part of the homestead of the late Nancy W. Adams, deceased, and bounded thus:

Commencing on the highway, at a stake driven in the ground, at the south-westerly corner of said tract; thence running North 53 1/2° West one hundred sixteen and three quarters feet to a stone wall in the rear of said tract; thence running by said stone wall North about 26° East eighty two and eight twelfths feet to an iron bolt driven in a stump adjoining land of the former Y. H. and B. Railroad; thence by a fence and land of said Railroad about 75° East seventy one feet; thence South 44 1/2° East ninety two feet to the highway aforesaid; thence running South 44 1/2° West by the highway ninety six and a half feet to the point of beginning.

Meaning and intending to convey the same premises conveyed by Ladonna Wilson, also known as Ladona Wilson, Executor of the Will of Minnie Vernetta Brady, also known as M. Vernetta Brady, to Paul D. Murphy and Joanne M. Murphy, husband and wife, by Deed dated December 17, 1980, and recorded in York County Registry of Deeds in Book 2737 at Page 325.

MAINE REAL ESTATE TRANSFER TAX PAID

RECEIVED YORK, SS.
1987 OCT 15 PM 3:55
RECORDED REGISTRY OF DEEDS
ATTEST: Jane M. Pongetti
REGISTER

Paul D. Murphy and Joanne M. Murphy, husband and wife,

joins as grantor and releases all rights by descent and all other rights. ~~wife of said~~ grantor,

~~Witness~~ our hand and seal this 13th day of October 19 87

Paul D. Murphy

Joanne M. Murphy

~~The State of Maine~~ NEW HAMPSHIRE
ROCKINGHAM COUNTY ss. October 13, 19 87

Then personally appeared the above named Paul D. Murphy and Joanne M. Murphy,

and acknowledged the foregoing instrument to be their free act and deed,

Before me, Steven Slovenski

Justice of the Peace - Attorney at Law - Notary Public
Steven Slovenski

STEVEN SLOVENSKI NOTARY PUBLIC

1220S Warranty Deed — Joint Tenancy — Short Form

41

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from **Taylor McMaster**, **Barrett Bilotta**, whose mailing address is **27-29 Wentworth Street, Kittery, ME 03904** (hereinafter called "Purchaser"), this **30th** day of **November**, 2022, the sum of [redacted] Dollars ([redacted]) as earnest money deposit toward purchase and sale of certain real estate owned by **Nancy P Bogenberger** (hereinafter called the "Seller") and located at **27-29 Wentworth Street** in the city/town of **Kittery**, County of _____, State of Maine, described as follows: **town of Kittery tax Map 9, Lots 37 and 38 consisting of a 0.2 acre parcel improved by a 2-unit lodging structure and a 0.3 acre parcel improved by an 8-unit lodging structure, respectively.** and being more fully more described at said County Registry of Deeds in Book **6527 & 4493**, Page **279 & 227**, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable):
The property shall be conveyed free of personal property and broom clean unless otherwise mutually agreed to in writing by the parties.

2. PURCHASE PRICE/EARNEST MONEY: In consideration for such deed and conveyance Purchaser agrees to pay the total purchase price of $ [redacted]. Purchaser ☐ has delivered; or ☒ will deliver to the [Agency] / [Escrow Agent] *(cross out one)* within _____ days of the Effective Date (as defined herein), a deposit of earnest money in the amount of $ [redacted]. Purchaser agrees that an additional deposit of earnest money in the amount of $ _____ [NONE IF BLANK] will be delivered **n/a**. If purchaser fails to deliver the initial and/or additional deposit in compliance with the above terms, then Seller may terminate this Contract. This right to terminate ends once Purchaser has delivered said deposit(s). The remainder of the purchase price shall be paid by Purchaser in immediately available funds at closing.

3. EARNEST MONEY/ACCEPTANCE: **LUX Realty** ("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 **December 2**, **2022** at **12:00** (☐ AM ☒ PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

4. TITLE: Within **90** days of 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 **May 26, 2023** (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.

 Purchaser's Initials TM DS BB DS Seller's Initials MB DS

LUX Realty, 63 Marginal Way Portland ME 04101
Daren Hebold
Phone: (207)329-5092 Fax:

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 be in substantially the same condition at closing as it was on 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 date of closing:

   a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years;
   b. Any other municipal fees, levies or liens;
   c. Fuel;
   d. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing;
   e. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine;
   f. Rents due by _____, actual and estimated monthly common area maintenance charges, actual and estimated monthly property tax payments and all other additional rents received by Seller pursuant to leases of the property, in each case whether such amounts have been received by Seller or are due and payable pursuant to the relevant agreement(s); and
   g. _____.

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 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 **90** days of 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 the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigation(s) is 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 _____ 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, correct and complete in all material respects when given. Seller shall use reasonable efforts to obtain 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 _____ days from delivery of forms therefor. Purchaser shall also on a rolling basis have _____ days from 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 leases that Seller proposes to enter into with respect to the property, Purchaser consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any leases or enters into new Leases without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the earnest

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 a waiver of the applicable right under this Section 11 to terminate this 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:

12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within _____ (___) 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 _____ % of the purchase price at an initial interest rate not to exceed _____ % per annum, amortized over a period of not less than _____ (___) 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 _____) 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. BROKERAGE DISCLOSURE: Purchaser and Seller acknowledge they have been advised of the following relationships:

Daren Hebold	of	LUX Realty
Licensee		Agency

is a ☐ Seller Agent ☐ Purchaser Agent ☐ Disc Dual Agent ☒ Transaction Broker

N/A	of	N/A
Licensee		Agency

is a ☐ Seller Agent ☐ Purchaser Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Purchaser and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Purchaser and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

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 return 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.

 Purchaser's Initials DS TM DS BB Seller's Initials DS NB

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.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and successors and assigns of Purchaser.

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: Purchaser and Seller authorize the disclosure of the information herein to the Licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Purchaser 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 and attorneys prior to, at, and after the closing date.

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 X No ____ . Explain: See **Addendum 1 which is made part of this Contract. Additionally, the relevant property deed(s) and easement(s) are attached as exhibits to this Contract.**

24. OTHER PROVISIONS:
None.

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.

SIGNATURES APPEAR ON NEXT PAGE

Taylor McMaster	
Legal Name of Purchaser	Tax ID #
By: DocuSigned by: Taylor McMaster 224145AAE26C4B9... Signature	Manager Name/Title, there unto duly authorized
Barrett Bilotta @	
Legal Name of Purchaser	Tax ID #
By: DocuSigned by: Barrett Bilotta 6BBE56788F42448... Signature	Manager Name/Title, there unto 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 **Sixty Four Thousand Dollars** . 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 _____ day of _____, 20 _____ .

Nancy P Bogenberger	
Seller	Tax ID #
By: DocuSigned by: Nancy Bogenberger 7B5C5F5812BE44A... Signature	**Owner** Name/Title, thereunto duly authorized
Seller	Tax ID #
By: _____ Signature	Name/Title, thereunto duly authorized

EFFECTIVE DATE OF THIS CONTRACT: 12/2/2022 , 20 _____ .

By signature hereof, Escrow Agent agrees to perform the obligations of Escrow Agent in accordance with applicable law, the applicable provisions of the rules of the Maine Real Estate Commission, and the terms and conditions set forth in this Contract.

LUX Realty	**Daren Hebold, Manager**
Legal Name of Escrow Agent	Name/Title, thereunto duly authorized
By: DocuSigned by: Daren Hebold 0A20E2716801420... Signature	

SEWER EASEMENT DEED

11351

NANCY P. BOGENBERGER of Kittery, York County, Maine, grants to the Inhabitants of the Town of Kittery, York County, Maine, a permanent sewer easement across Map 9, Lot 38, of the Town of Kittery Assessor's Map, the boundaries of which are described as follows:

> Beginning at a point on the northwesterly streetline of Wentworth Street, said point being northeasterly 67.49 feet from an iron pipe on the streetline at the common property line between Lot 38 and Lot 37; thence running N 43° 16' 49" W a distance of 73.32 feet to a point; thence turning and running N 88° 24' 10" W a distance of 76.32 feet to a point; thence turning and running along said property line and Lot 43 in a general northeasterly direction a distance of 22.04 feet; thence turning and running S 88° 24' 10" E a distance of 75.36 feet to a point; thence turning and running S 43° 16' 49" E a distance of 82.33 feet to a point on the northwesterly streetline of Wentworth Street; thence turning and running S 48° 41' 53" W along said streetline a distance of 20.01 feet to the point of beginning.

The above described sewer easement generally being 20 feet in width and having an area of 3021 square feet more or less as shown on a plan prepared by Anderson/Livingston, U.S. Route 1, York, Maine, dated March 22, 1991, to be recorded herewith.

The grantor also grants to the Grantee the right to use said easement for the purposes of installing and maintaining sewerage facilities subject to the following provisions and covenants which will run with the land;

A. Upon completion of the installation of the sewerage facilities, the Grantee shall restore the land and lines within the easement area to as similar as its original condition as possible.

B. Upon undertaking any maintenance including replacement of said sewerage facilities, the Grantee shall restore the above area to the condition provided for above.

The purpose of this corrective easement is to move the sewer easement given by the Grantor to the Grantee by deed dated December 6, 1989, and recorded in the York County Registry of Deeds in Book 5372, Page 138, a distance of six (6) feet in a general northeasterly direction. The parties hereto agree that the recording of this easement by the Grantee shall void the easement of December 6, 1989, as aforesaid.

WITNESS my hand and seal this 29th day of March , 1991.

Witness

By: Nancy P. Bogenberger
Nancy P. Bogenberger

STATE OF MAINE
YORK, SS

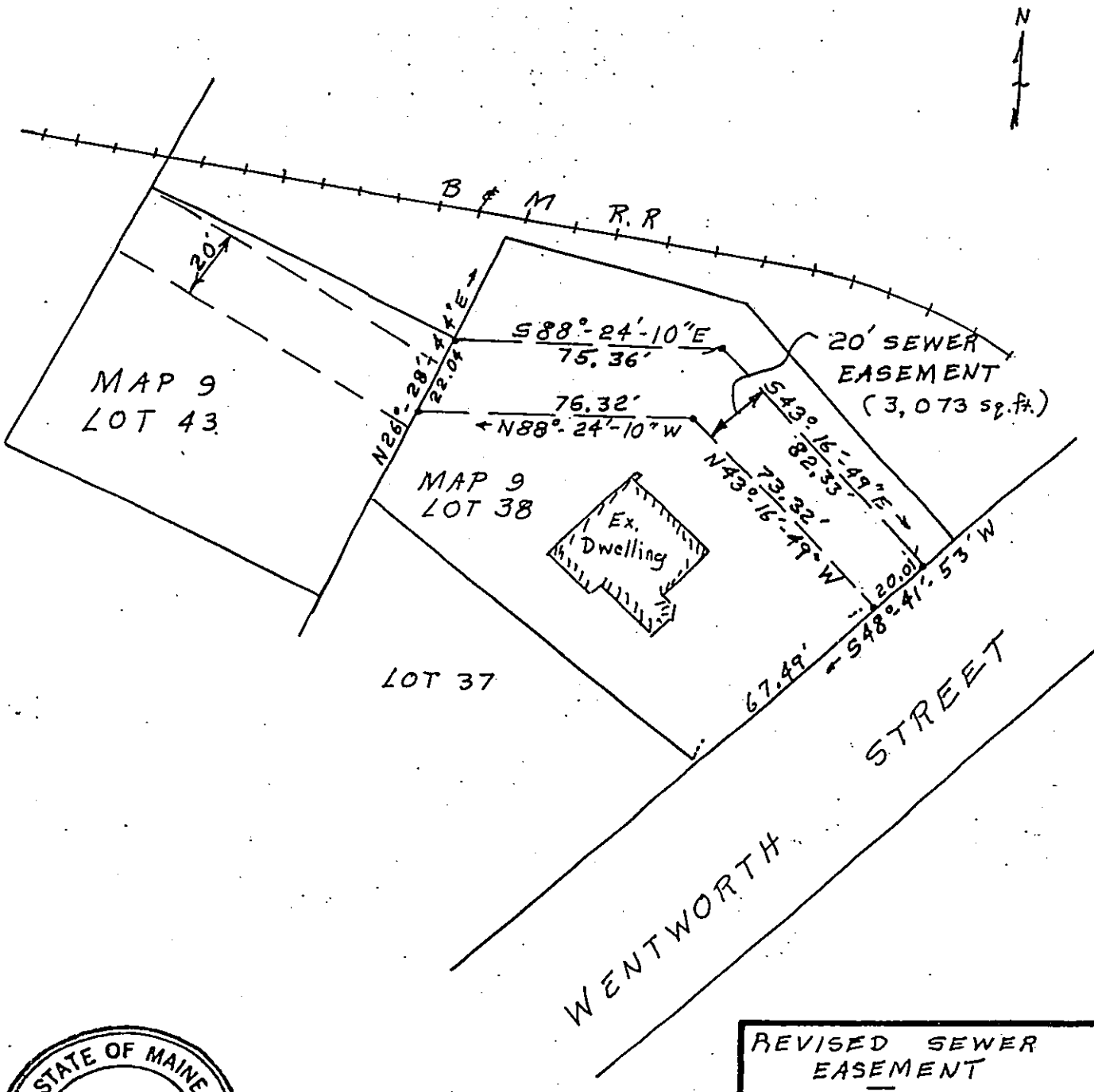
March 29 , 1991

Then personally appeared the above-named Nancy P. Bogenberger, Grantor, and acknowledged the foregoing instrument to be her free act and deed, before me.

Christopher Noel DeJong
Notary Public
My Commission Expires:
2/4/94

BK5667 PG022

Exhibit "A"



STATE OF MAINE
ROBERT W. LIVINGSTON
No. 2007
REGISTERED LAND SURVEYOR

Robert W. Livingston

REVISED SEWER EASEMENT
KITTERY MAP 9, LOT 38
Scale: 1"=40' Date: 3/22/91
ANDERSON LIVINGSTON
U.S. Route One York, ME

RECEIVED YORK S.S.
91 APR -2 PM 3:09
ATTEST: Anneth Stone
REGISTER OF DEEDS

DS TM DS BB DS NB

From: Timothy Babkirk
To: Ron Beal
Subject: RE: [kitteryme] 27 & 29 Wentworth Street (Sent by Ronald M. Beal, Altus Engineering, rbeal@altus-eng.com)
Date: Wednesday, August 16, 2023 12:34:42 PM
Attachments: image002.png
image003.png
image004.png

Hi Ronald,
Foundation work can be done inside the easement if it does not interfere with or undermine the sewer line, and access must remain in place should the line ever need maintenance or repair.

Thank you

Tim Babkirk
Superintendent
Kittery Sewer department

Phone: 207-439-4646
Email: tbabkirk@kitteryme.org

200 Rogers Road
Kittery, ME 03904

www.kitteryme.gov

From: Ron Beal <rbeal@altus-eng.com>
Sent: Tuesday, August 15, 2023 2:14 PM
To: Timothy Babkirk <TBabkirk@kitteryme.org>
Subject: RE: [kitteryme] 27 & 29 Wentworth Street (Sent by Ronald M. Beal, Altus Engineering, rbeal@altus-eng.com)

Timothy,
The main question is what are KSD Mean & Methods for with foundation work within sewer easement?

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

July 6, 2022

Nancy P. Bogenberger
29 Wentworth Street
Kittery, ME 03904

WIN: 018653.00
Parcel: 32
Route#: Route 103
Town: Kittery

Dear Property Owner(s):

The Maine Department of Transportation is currently working on plans for a transportation improvement project located in Kittery, Maine. This letter informs you of the proposed project and your involvement as a property owner. The plans indicate the Department will acquire a portion of your property and/or rights in land as part of this project. A Department representative will contact you in the near future regarding the project and its impact on your property.

You are entitled to due process and just compensation as outlined on pages 8 through 10 in the accompanying "MaineDOT Projects and Your Property", which summarizes the property acquisition process.

If you decide to sell your property, state law requires that you inform the potential buyer that the Department intends to acquire an interest in this property.

If you have questions pertaining to the procedures you can contact me at this office by telephone, (207) 624-3345. Our intention is to have you understand what is being done and why it is being done, with the least amount of inconvenience to you as an involved property owner.

Thank you for taking your time to understand our procedures.

Sincerely,

Andrew G. Johnson
Senior Property Officer

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
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July 6, 2022

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Sincerely,

Andrew G. Johnson
Senior Property Officer

Quimby Appraisal & Right of Way Services, LLC
21 Quimby Road, Brooks, ME. 04921
Cell:207-557-3201 Email: rowray@fairpoint.net

Date: 4/2/2023

Nancy P Bogenberger
29 Wentworth Street
Kittery, ME. 03904

WIN:18653.00
Street: Walker St.-Wentworth St.
Town: Kittery
Parcel/Item: 34

29

Dear Sir /Madam:

The Maine DOT's improvement project on Walker & Wentworth St's is ready to move forward. Improvements consist of construction/reconstruction of sidewalks along both sides of Walker Street from approximately 365 feet east of Route 1 / State Road, progressing east to Wallingford Square, then progressing north along Wentworth Street to Whipple Road. Parking will be striped along both sides of Walker and along the west side of Wentworth. Improvements will include resetting/replacement of existing curb to the appropriate height and offset, installation of cross walks across side streets and large driveway openings, curb extensions (i.e. bump outs), paving of the travel lanes/parallel parking areas, and improvements to the traffic signal system at the intersection of Walker and Wentworth Street. This letter informs you of the proposed project and your involvement as a property owner. The plans indicate that the Department will acquire some rights in land from your property as part of this project.

I have been hired by the Department to conduct an analysis of the real estate market in the area and estimate the value of the rights to be acquired for the project. The objective is to estimate the amount of compensation to be paid each owner for the land and rights acquired for the project. As part of the valuation process, the areas to be acquired on all the involved properties will be inspected and photographed. Maine Law, Title 23 MRSA Section 153-B (2) provides the owner be offered a right to accompany the appraiser during the inspection of the property for the purpose of completing an appraisal.

I am planning to be in Kittery April 18-20 and could arrange to meet during that timeframe. In lieu of meeting in person, I can email you a plan set, and we can discuss it over the phone. I recommend you give me a call at 207-557-3201 or email me at rowray@fairpoint.net and we can discuss how to move forward. After our discussion, I would be happy to set up an in-person meeting while in town if that is mutually agreeable.

If you decide to sell the property, state law requires that you inform the potential buyer that the Department intends to acquire an interest in this property. Following the completion of the appraisal, a representative of the Department will contact you to present the State's offer and explain the details of the valuation process, the acquisition process and the proposed construction. The objective is to reach a settlement based on the Department's offer of just compensation.

Please give me a call at 207-557-3201 if you have questions or would like to meet.

Very truly yours,

Raymond E Quimby, Jr.
Certified General Appraiser.

Quimby Appraisal & Right of Way Services, LLC
21 Quimby Road, Brooks, ME. 04921
Cell:207-557-3201 Email: rowray@fairpoint.net

Date: 4/2/2023

Nancy P Bogenberger
29 Wentworth Street
Kittery, ME. 03904

WIN:18653.00
Street: Walker St.-Wentworth St.
Town: Kittery
Parcel/Item: 32
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Raymond E Quimby, Jr.
Certified General Appraiser.

Quimby Appraisal & Right of Way Services, LLC
21 Quimby Road, Brooks, ME. 04921
Cell:207-557-3201 Email: rowray@fairpoint.net

Date: 7/15/2022

Town: Kittery: WIN:18653.00, Walker/Wentworth Streets
Item: 32

Nancy P Bogenberger
29 Wentworth Street
Kittery, ME. 03904

Dear Sir /Madam:

As you may already know, the Maine Department of Transportation is currently working on plans to improve pedestrian facilities, access management, safety, and drainage on Walker and Wentworth Streets. This letter informs you of the proposed project and your involvement as a property owner. The plans indicate that the Department will acquire some rights in land from your property as part of this project.

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The Department's intention is to have you understand what is being done and why it is being done, with the least amount of inconvenience to you as an owner.

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Quimby Appraisal & Right of Way Services, LLC
21 Quimby Road, Brooks, ME. 04921
Cell:207-557-3201 Email: rowray@fairpoint.net

Date: 7/15/2022

Town: Kittery: WIN:18653.00, Walker/Wentworth Streets
Item: 34

Nancy P Bogenberger
29 Wentworth Street
Kittery, ME. 03904

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Very truly yours,

Raymond E Quimby, Jr.
Certified General Appraiser.

★ DAREN ★

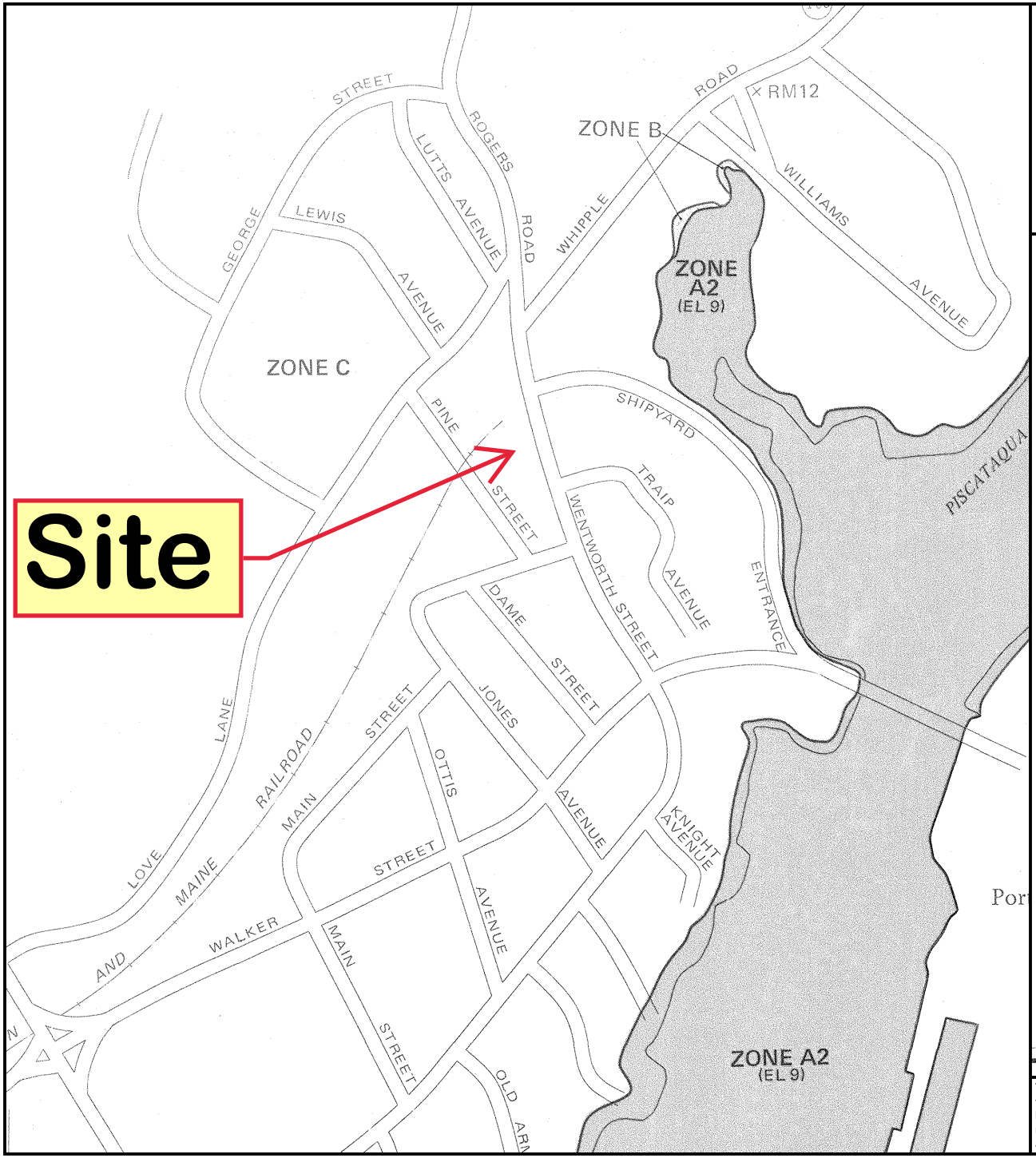
I TALKED TO MR. QUIMBY

1) The project will start Spring of 24

2) The State is not going to take any of the ~~prop~~ land

3) The state is going to recurb & install 10' of the driveway so the street will drain properly

Peter



APPROXIMATE S

400 0

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

TOWN OF
KITTERY, MAINE
YORK COUNTY

PANEL 8 OF 10
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
230171 0008 D

MAP REVISED:
JULY 3, 1986

Federal Emergency Management Agency

Soil Map—York County, Maine
(5431 Wentworth Street)

Map Scale: 1:657 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 5 10 20 30

Feet
0 30 60 120 180

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: York County, Maine
Survey Area Data: Version 21, Aug 30, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 19, 2020—Sep 20, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ur	Urban land	1.1	100.0%
Totals for Area of Interest		**1.1**	**100.0%**

TEST PIT LOGS

THE FORESIDE INN
27-29 WENTWORTH STREET
KITTERY, MAINE
P5431

AUGUST 14, 2023
LOGGED BY: ERIC WEINRIEB, PE

TEST PIT 1

0 – 14”	CLEAN GRAVEL, 3’” MINUS
14 - 29”	MIXED GRAVELLY FILL WITH ASH – SHOULD BE REMOVED FOR DRIVEWAY CONSTRUCTION – LIMITS OF ASH NOT DETERMINED
39 – 36”	SILTY LOAM, FRIABLE
36 – 65”	MIXED GRAVELLY FILL WITH ASH – SHOULD BE REMOVED FOR DRIVEWAY CONSTRUCTION – LIMITS OF ASH NOT DETERMINED
65”	STOPPED

ESHWT: 36”
NO REFUSAL
OBSERVED WATER: 60”

TEST PIT 2

LEDGE ENCOUNTERED BETWEEN 5 AND 32” – TOP PORTION POSSIBLY RIPABLE
FINE SANDY LOAM WITH STONES TO 4”
ESHWT: NONE
OBSERVED WATER: NONE

TEST PIT 3

0 - 8”	FINE SANDY LOAM AND GRASS MAT, FRIABLE, GRANULAR
8 – 26”	FINE SANDY LOAM, FRIABLE, GRANULAR
26 – 40” (64)	LOAMY COMPACTED SAND, FIRM WITH STONES TO ½” , VARIABLE DEPTH TO LEDGE
40/64”	REFUSAL

ESHWT: NONE
OBSERVED WATER: NONE
PERC RATE: 4 MIN/INCH

TEST PIT 4

LEDGE ENCOUNTERED BETWEEN 22 AND 30” – TOP PORTION POSSIBLY RIPABLE
FINE SANDY LOAM
ESHWT: NONE
OBSERVED WATER: NONE

TEST PIT 5

0 – 6”	FINE SANDY LOAM AND GRASS MAT, FRIABLE, GRANULAR
6 – 55”	LOAMY COMPACTED SAND
55”	REFUSAL

ESHWT: NONE
OBSERVED WATER: NONE
PERC RATE: 4 MIN/INCH

TEST PIT 6

0 – 6”	FOREST MAT AND FINE SANDY LOAM, FRIABLE
6 – 12”	FINE SANDY LOAM, FRIABLE, GRANULAR
12 – 38”	LOAMY SAND, SINGLE GRAIN
38 – 56”	SILTY SAND, FIRM
56”	REFUSAL

ESHWT: NONE
NO OBSERVED WATER
PERC RATE: 4 MIN/INCH

TEST PIT 7

0 – 6”	LEDGE – NOT APPARENTLY RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

TEST PIT 8

16”	LEDGE – RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

TEST PIT 9

9”	LEDGE – RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

TEST PIT 10

20 TO 53”	LEDGE – RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

The Foreside Inn

27 & 29 Wentworth Street
Kittery, Maine

Traffic Generator Summary

August 24, 2023

(Institute of Transportation Engineers, Trip Generation, 9th Edition).

Section 312 – Business Hotel – residential traffic

Peak hour per employee	7.60 trips per day (weekday between 4 pm & 6 pm)
Peak hour per occupied room	0.62 trips per day (weekday between 4 pm & 6 pm)

Road Name	Quantity	Peak hour ADT
Employee	1	8
Occupied rooms	24	15
Total	25	23

OFFICE OF

KITTERY WATER DISTRICT

17 State Road
Kittery, ME 03904-1565
TEL: 207-439-1128
FAX: 207-439-8549
Email: info@kitterywater.org

Kittery Planning Board
200 Rogers Road
Kittery, ME 03904

August 15, 2023

Re: Inn Re-Development – 27 & 29 Wentworth Street

Dear Planning Board Members,

Please accept this letter as verification that the Kittery Water District does have the capacity to supply the proposed inn re-development, located at 27 & 29 Wentworth Street, Kittery with Municipal Water Service.

Sincerely,

Michael S. Rogers
Superintendent

cc: Ron Beal, P.E. - Altus Engineering

ALTUS ENGINEERING

Civil
Site Planning
Environmental
Engineering

133 Court Street
Portsmouth, NH
03801-4413

August 22, 2023

Timothy Babkirk, Superintendent
Kittery Sewer Department
200 Rogers Road
Kittery, Maine 03904

Re: The Foreside Inn
Map 9 Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

Dear Mr. Babkirk:

Per the requirements of the Town of Kittery Land Use and Development 16.10.5.2.C.12, this letter is to inform you of the pending Site Plan Review Application before the Planning Board. The applicant, Madbury Real Estate Ventures, is permitting the redevelopment of two (2) parcels identified as Tax Map 9, Lots 37 & 38, located at 27 & 29 Wentworth Street. The applicant proposes to construct a 12-unit inn on each parcel with a 13th innkeeper's suite taker unit on 29 Wentworth Street. Both inns will share an 18-space parking lot and access drive on 29 Wentworth Street. The structure at 27 Wentworth will be demolished with a new building constructed closer to the street. The property at 29 Wentworth will be partially demolished during renovation with the intention to maintain the original 1800's era structure. Enclosed for your review is a partial set of the engineered drawings to be submitted to the Planning Board for preliminary approval.

The building at 29 Wentworth encroaches into an existing sewer easement that runs through the parcel, ±2.0 feet at the rear face and ±0.0 feet on the front face. This new addition will not encroach beyond the existing footprint within the sewer easement. The project also proposes two (2) sewer connections into the existing 8" sewer main that runs through Lot 38 via an "inserta" tee connections.

Please review and provide a letter indicating the department's ability to service the project to Mazim Zakian, Town Planner. Please call if you have any questions, need additional information, or would like to meet to discuss the project.

Sincerely,

Ronald M. Beal, P.E.
Project Engineer

5431.11a Dept.KSD.ltr.docx

Enclosure
cc: Mazim Zakian, Town Planner
Taylor McMaster, Madbury Real Estate Ventures

ALTUS ENGINEERING

Civil
Site Planning
Environmental
Engineering

133 Court Street
Portsmouth, NH
03801-4413

August 22, 2023

Chief Robert V. Richter
Kittery Police Department
200 Rogers Road
Kittery, Maine 03904

Re: The Foreside Inn
Map 9 Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

Dear Chief Richter:

Per the requirements of the Town of Kittery Land Use and Development 16.10.5.2.C.12.b, this letter is to inform you of the pending Site Plan Review Application before the Planning Board. The applicant, Madbury Real Estate Ventures, is permitting the redevelopment of two (2) parcels identified as Tax Map 9, Lots 37 & 38, located at 27 & 29 Wentworth Street. The applicant proposes to construct a 12-unit inn on each parcel with a 13th innkeeper's suite taker unit on 29 Wentworth Street. Both inns will share an 18-space parking lot and access drive on 29 Wentworth Street. The structure at 27 Wentworth will be demolished with a new building constructed closer to the street. The property at 29 Wentworth will be partially demolished during renovation with the intention to maintain the original 1800's era structure. Enclosed for your review is a partial set of the engineered drawings to be submitted to the Planning Board for preliminary approval.

Please review and provide a letter of evaluation to Bart McDonough, Town Planner. Please call if you have any questions, need additional information, or would like to meet to discuss the project.

Sincerely,

Ronald M. Beal, P.E.
Project Engineer

5431.11b Dept.PD.ltr.docx

Enclosure
cc: Mazim Zakian, Town Planner
Taylor McMaster, Madbury Real Estate Ventures

ALTUS ENGINEERING

Civil
Site Planning
Environmental
Engineering

133 Court Street
Portsmouth, NH
03801-4413

August 22, 2023

Chief David O'Brien
Kittery Fire Department
3 Gorges Road
Kittery, Maine 03904

Re: The Foreside Inn
Map 9 Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

Dear Chief O'Brien:

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Ronald M. Beal, P.E.
Project Engineer

5431.11c Dept.FD.ltr.docx

Enclosure
cc: Mazim Zakian, Town Planner
Taylor McMaster, Madbury Real Estate Ventures

ALTUS ENGINEERING

Civil
Site Planning
Environmental
Engineering

133 Court Street
Portsmouth, NH
03801-4413

August 22, 2023

Mr. David Rich
Commissioner of Public Works
200 Rogers Road
Kittery, Maine 03904

Re: The Foreside Inn
Map 9 Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

Dear Mr. Rich:

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MDOT is proposing improvements to Wentworth Street beginning as early as the fall of 2023. It is the intent of this design that any utility service work within the right-of-way is completed prior to or in conjunction with MDOT's work. Enclosed for your review is a partial set of the engineered drawings to be submitted to the Planning Board for preliminary approval.

Please review and provide a letter of evaluation to Bart McDonough, Town Planner. Please call if you have any questions, need additional information, or would like to meet to discuss the project.

Sincerely,

Ronald M. Beal, P.E.
Project Engineer

5431.11d Dept.PW.ltr.docx

Enclosure
cc: Mazim Zakian, Town Planner
Taylor McMaster, Madbury Real Estate Ventures

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Paved Areas	X	1.3 fc	5.3 fc	0.1 fc	53.0:1	13.0:1
Calc Zone #1	+	0.4 fc	5.3 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	B		7	Lithonia Lighting	RADB LED P5 30K SYM DDBXD	RADB LED P5 30K SYM DDBXD	1	2116	0.9	32.31
	DL		5	Gotham Architectural Lighting	EVO4 30/20 AR MWD LSS	EVO 4IN ROUND DOWNLIGHT, 80 CRI, 3000K, 2000LM, MED WIDE DIST, CLEAR SEMI-SPEC	1	1895	0.9	19.5
	DS		7	SPI Lighting Inc. Mequon, WI 53092	EEW12121	SPI Lighting - In grade luminaire. Product ID: SPI OPTICAL # 6892 Operating at 120 VAC and 60 Hz	21	10	0.9	8
	P		13	Vision 3 Lighting	PA1 STEM MOUNTED AT 36" ABOVE GRADE	n/a	1	214	0.9	4.1
	S4		5	Lithonia Lighting	DSX0 LED P1 30K 80CRI BLC4 POLE MOUNTED AT 10' ABOVE GRADE	D-Series Size 0 Area Luminaire P1 Performance Package 3000K CCT 80 CRI Type 4 Extreme Backlight Control	1	3135	0.9	33.21
	S5		2	Lithonia Lighting	RADPT P1 30K SYM POLE MOUNTED AT 8' ABOVE GRADE	RADEAN Post-Top with P1 3000K Symmetric distribution	1	3189	0.9	25.4134
	SL		2	Hydrel	Pine P1 80CRI 30K 120 55DEG FLC	Pine, Clear Lens	1	2970	0.9	33.1
	U		2	Vision3 Lighting	IG6 in-ground uplight	LED PAR20 4000K 35 DEGREE BEAM ANGLE	1	1280	0.9	18
	W		6	Vision 3 Lighting	PA5		1	530	0.9	7.5

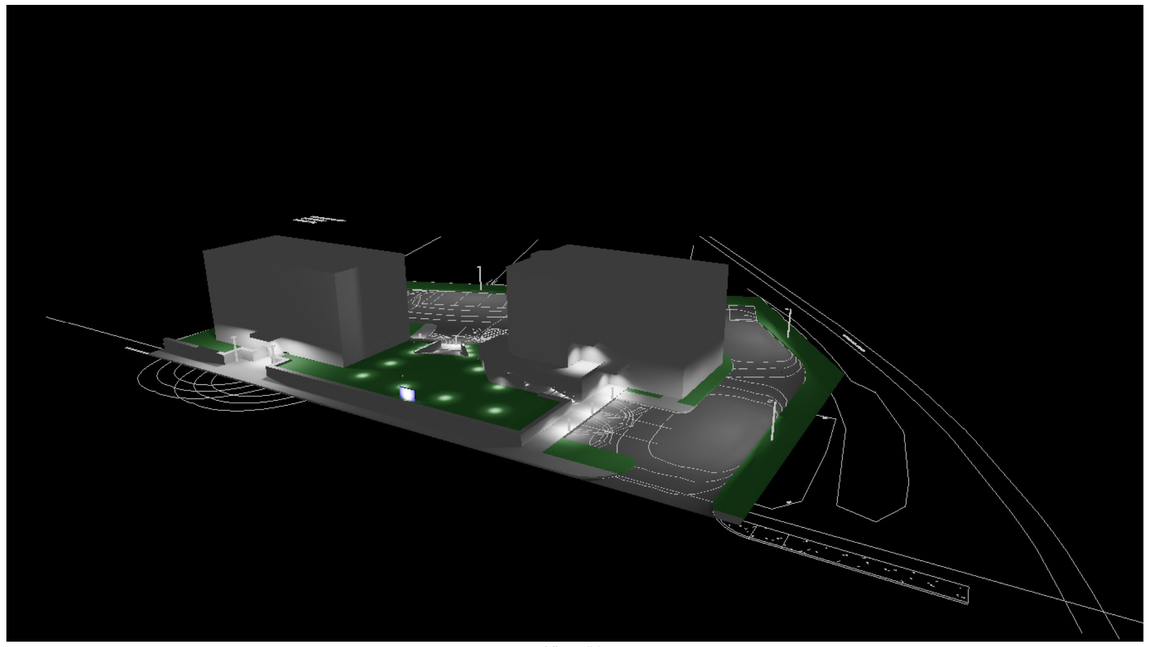
Plan View
Scale - 1" = 16ft

VISIBLELIGHT

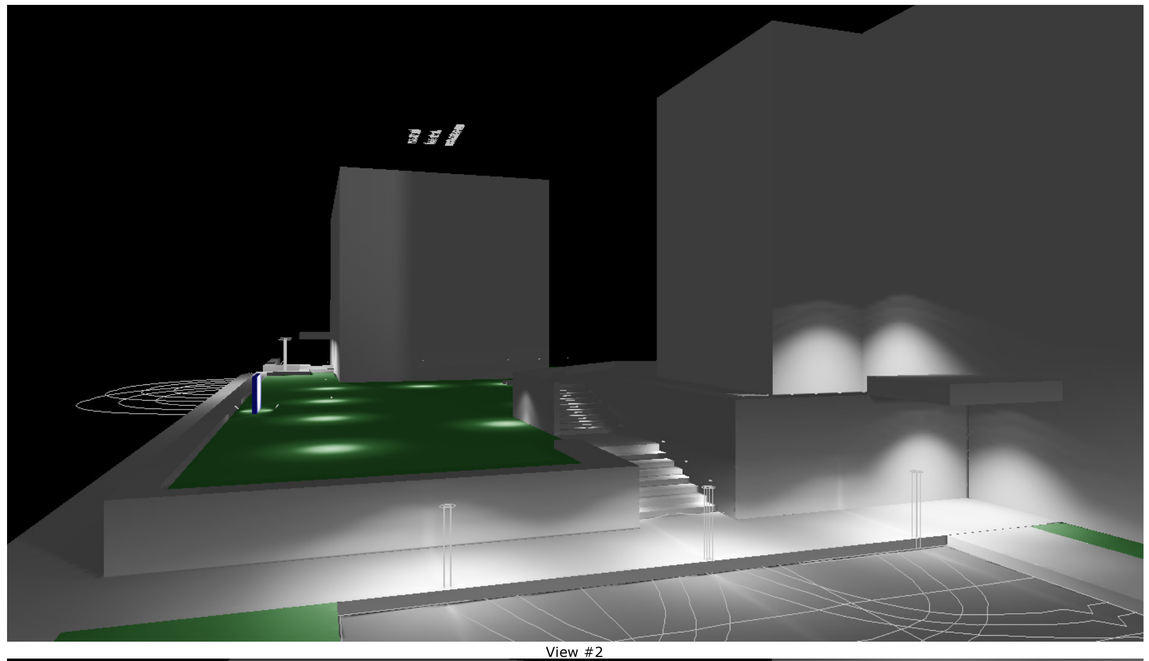
THE FORESIDE INN

Designer
Scott E Drouin
Date
08/21/2023
Scale
Not to Scale
Drawing No.

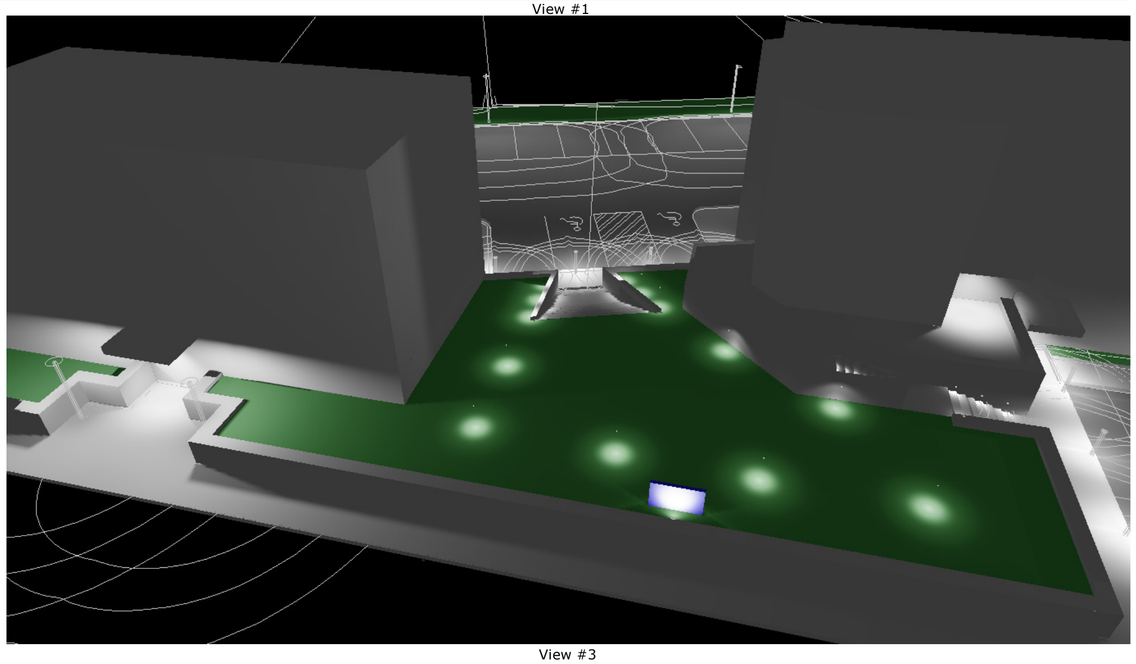
Summary



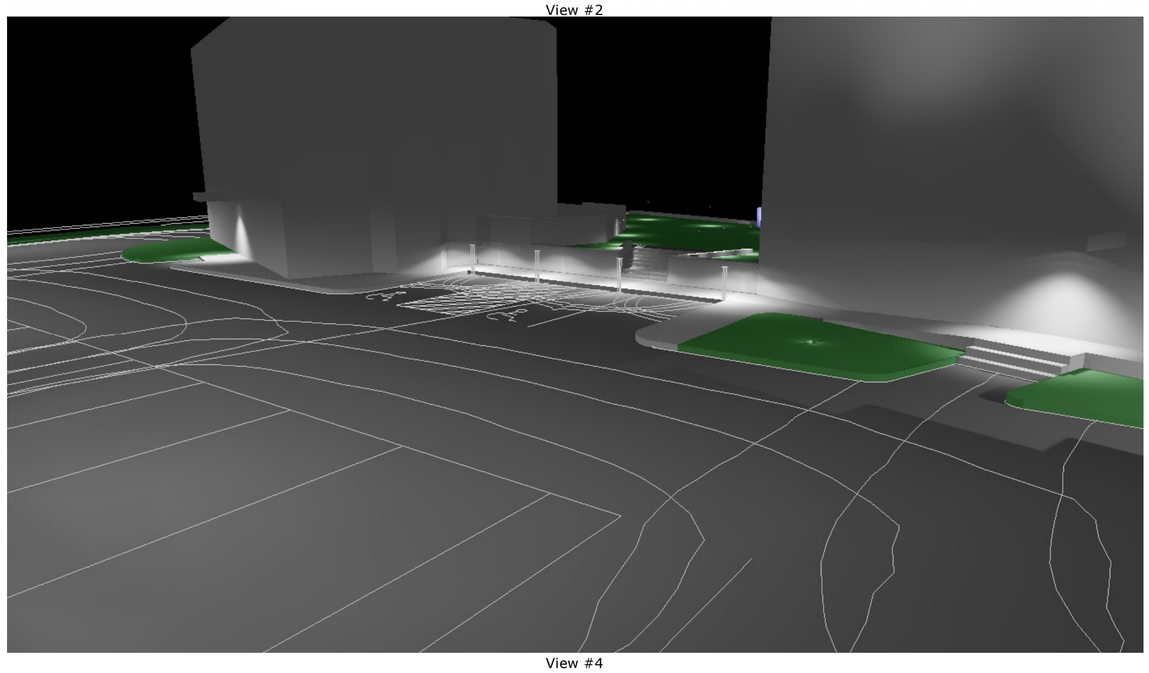
View #1



View #2



View #3



View #4

THE FORESIDE INN

Designer
Scott E Drouin
Date
08/21/2023
Scale
Not to Scale
Drawing No.

Summary

VISIBLELIGHT

Echo Effect - Wall Forward Wash

EEW12121 12 in

SPI LIGHTING

PROJECT DETAILS

JOB NAME:

TYPE:

NOTES:

DESCRIPTION

The Echo Effect with forward wash optic is a fully recessed exterior wall and step light designed with a smaller aperture size and premium optic materials to minimize visible brightness. It is an excellent choice for environments where reducing glare is a top priority, such as courtyards, pathways, and bridges. The optical solution spreads light evenly, producing a uniform distribution on the ground or to highlight stairs. Built to last, this IP67 rated luminaire features an aluminum or stainless steel faceplate, stainless steel external fasteners, and tempered glass.

designed for LED | WET | ADA compliant | IP67

FEATURES & BENEFITS

- Optically engineered, precision LED optics control light distribution and direct light where it is needed
- Premium 95% reflective aluminum is utilized in the highly-efficient and effective reflector design
- All visible fasteners are flush mounted, providing a clean design
- Stainless steel external fasteners will not rust or corrode
- Recessed housing has anodized finish providing optimal thermal effectiveness and durable corrosion protection
- Compliant with Americans with Disabilities Act (ADA) requirements
- Handcrafted in USA

SPECIFICATIONS

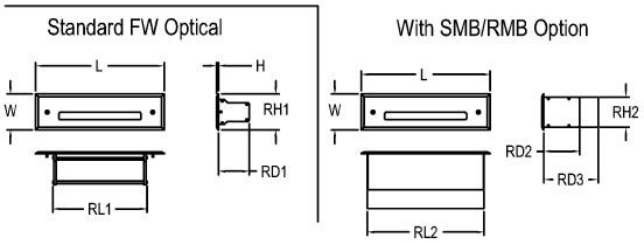
- **LIGHT SOURCE:** White LED light engine
- **CRI:** 80+ (contact factory for 90+)
- **LUMEN MAINTENANCE:** L70 = >50,000 Hrs.
- **CCT**: 3000K, 3500K, or 4000K
- **VOLTAGE:** 120-277V standard
- **DRIVER:** Integral Class 2 power supply standard
- **DIMMING:** This product is non-dimmable, contact factory to discuss options.
- **CONTROLS:** Contact factory for control options (e.g., Lutron Athena, Current NX, nLight, Enlighted, Encelium, Wattstopper, WaveLinx, or Casambi).
- **CONSTRUCTION:** Tempered glass lens protects fixture lamp

engine. Aluminum construction provides durable protection for internal components and is recyclable.

- **FINISH:** Choose from 26 standard thermoset polyester powder coat paint colors or various metal finishes. RAL®, Pantone®, or custom finishes available upon request.
- **MOUNTING:** Capable of 1/2 IP conduit connection.
- **APPROVALS:** ETL listed to UL standards (US and Canada) for poured concrete applications and use in wet locations. IP67 rated fixture per International Electrotechnical Commission (IEC) certifies fixture as dust-tight and protected against temporary immersion.

ATTENTION!! CORD MUST RUN UNINTERRUPTED FROM THE FIXTURE TO A LIQUID TIGHT SPLICE ENCLOSURE (BY OTHERS). DO NOT CUT CORD AND MAKE SPLICE IN RECESSED BOX BEHIND FIXTURE. THIS BOX IS NOT LIQUID TIGHT. MAKING THE CONNECTION THERE WILL CAUSE THE PRODUCT TO FAIL AND VOID ITS WARRANTY.

DIMENSIONS



W	H	L	RD1	RD2	RD3	RH1
3.5 in 8.9 cm	0.2 in 0.5 cm	12.5 in 31.8 cm	3 in 7.6 cm	3.5 in 8.9 cm	5.3 in 13.5 cm	2.4 in 6.1 cm

RH2	RL1	RL2
3 in 7.6 cm	9.2 in 23.4 cm	11.3 in 28.7 cm

Mounting Weight
Consult Factory.

CONFIGURATOR

To configure your spec sheet online, go to www.spilighting.com/EEW12121. Not all options are available in all configurations; consult factory for details.

Required Field *

Catalog	Light Source*	Primary Finish*	Voltage*	Lamp Options*	Mounting Box*
EEW12121					
	A		B	C	D

A - LIGHT SOURCE *

To ensure color consistency, SPI uses precise bin selection and strict quality processes to maintain a 3-step (MacAdam) SDCM on all white LED lampings. Published LED luminaire wattages are calculated using a typical power supply efficiency of 88%; exact wattages may vary based on application.

D-Series Size 0
LED Area Luminaire

Catalog Number

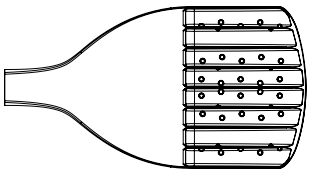
Notes

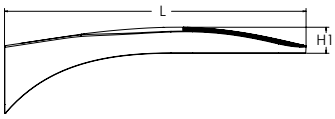
Type

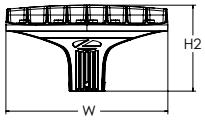
Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA:	0.44 ft² (0.04 m²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)







Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series

DSX0 LED

LEDs

Forward optics

P1	P5
P2	P6
P3	P7
P4	

Rotated optics

P10[1]	P12[1]
P11[1]	P13[1]

Color temperature[2]

(this section 70CRI only)

30K	3000K
40K	4000K
50K	5000K

(this section 80CRI only, extended lead times apply)

27K	2700K
30K	3000K
35K	3500K
40K	4000K
50K	5000K

Color Rendering Index[2]

30K	70CRI
40K	70CRI
50K	70CRI
27K	80CRI
30K	80CRI
35K	80CRI
40K	80CRI
50K	80CRI

Distribution

AFR	Automotive front row
T1S	Type I short
T2M	Type II medium
T3M	Type III medium
T3LG	Type III low glare[3]
T4M	Type IV medium
T4LG	Type IV low glare[3]
TFTM	Forward throw medium
T5M	Type V medium
T5LG	Type V low glare
T5W	Type V wide
BLC3	Type III backlight control[3]
BLC4	Type IV backlight control[3]
LCCO	Left corner cutoff[3]
RCCO	Right corner cutoff[3]

Voltage

MVOLT	(120V-277V)[4]
HVOLT	(347V-480V)[5,6]
XVOLT	(277V-480V)[7,8]

Mounting

Shipped included

SPA	Square pole mounting (#8 drilling, 3.5" min. SQ pole)
RPA	Round pole mounting (#8 drilling, 3" min. RND pole)
SPA5	Square pole mounting (#5 drilling. 3" min. SQ pole)[9]
RPA5	Round pole mounting (#5 drilling, 3" min. RND pole)[9]
SPA8N	Square narrow pole mounting (#8 drilling, 3" min. SQ pole)
WBA	Wall bracket[10]
MA	Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options

Shipped installed

NLTAIR2 PIRHN	nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.[11,12,18,19]
PIR	High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc[13,18,19]
PER	NEMA twist-lock receptacle only (controls ordered separate)[14]
PER5	Five-pin receptacle only (controls ordered separate)[14,19]
PER7	Seven-pin receptacle only (controls ordered separate)[14,19]
FAO	Field adjustable output[15,19]
BL30	Bi-level switched dimming, 30%[16,19]
BL50	Bi-level switched dimming, 50%[16,19]
DMG	0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)[17]

Other options

Shipped installed

HS	Houseside shield (black finish standard)[20]
L90	Left rotated optics[1]
R90	Right rotated optics[1]
CCE	Coastal Construction[21]
HA	50°C ambient operation[22]

Shipped separately

EGSR	External Glare Shield (reversible, field install required, matches housing finish)
BSDB	Bird Spikes (field install required)

Finish *(required)*

DDBXD	Dark Bronze
DBLXD	Black
DNAXD	Natural Aluminum
DWHXD	White
DDBTXD	Textured dark bronze
DBLBXD	Textured black
DNATXD	Textured natural aluminum
DWHGXD	Textured white

Ordering Information

Accessories

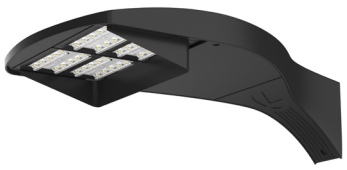
Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) [23]
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) [23]
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) [23]
DSHORT SBK	Shorting cap [23]
DSX0HS P#	House-side shield (enter package number P1-7, P10-13 in place of #)
DSXRPA (FINISH)	Round pole adapter (#8 drilling, specify finish)
DSXRPA5 (FINISH)	Round pole adapter #5 drilling (specify finish)
DSXSPA5 (FINISH)	Square pole adapter #5 drilling (specify finish)
DSX0EGSR (FINISH)	External glare shield (specify finish)
DSX0BSDB (FINISH)	Bird spike deterrent bracket (specify finish)

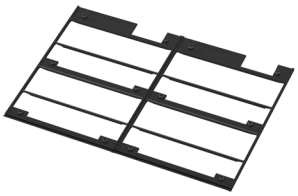
NOTES

1 Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
2 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
3 T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
4 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
5 HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
6 HVOLT not available with package P1, P2 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
7 XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
8 XVOLT not available in packages P1, P2 or P10.
9 SPA5 and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
10 WBA cannot be combined with Type 5 distributions plus photocell (PER).
11 NLTAIR2 and PIRHN must be ordered together. For more information on nLight Air 2.
12 NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50 and DMG. NLTAIR2 PIRHN not available with P1, P2 and P10 using HVOLT. NLTAIR2 PIRHN not available with P1, P2 and P10 using XVOLT.
13 PIR not available with NLTAIR2, PER, PER5, PER7, FAO BL30, BL50 and DMG. PIR not available with P1, P2 and P10 using HVOLT. PIR not available with P1, P2 and P10 using XVOLT.
14 PER/PER5/PER7 not available with NLTAIR2, PIR, BL30, BL50. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
15 FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, or DMG.
16 BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO and DMG.
17 DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50 and FAO.
18 Reference Motion Sensor Default Settings table on page 4 to see functionality.
19 Reference Controls Options table on page 4.
20 Option HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
21 CCE option not available with option BS and EGSR. Contact Technical Support for availability.
22 Option HA not available with performance packages P6, P7, P12 and P13.
23 Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.

Shield Accessories



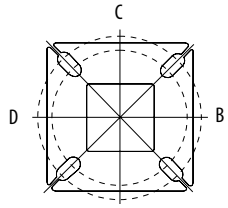
External Glare Shield (EGSR)



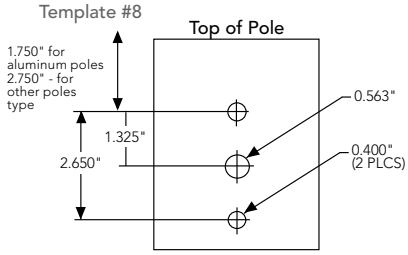
House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION
(from top of pole)



Template #8



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

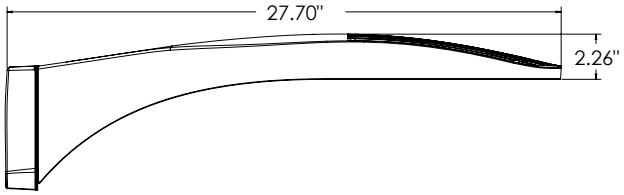
Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
		Minimum Acceptable Outside Pole Dimension					
SPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPA5	#5	3"	3"	3"	3"		3"
RPA5	#5	3"	3"	3"	3"	3"	3"
SPA8N	#8	3"	3"	3"	3"		3"

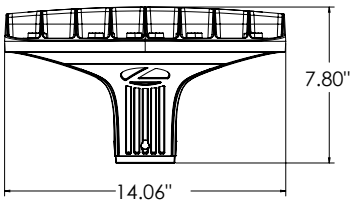
DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

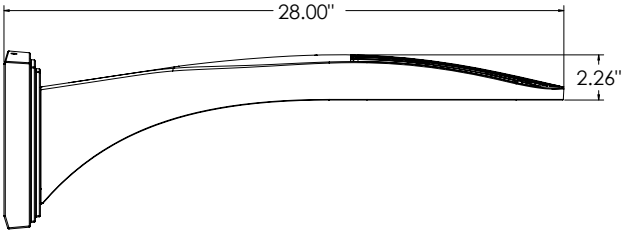
Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 with SPA	0.44	0.88	0.96	1.18	---	1.16
DSX0 with SPA5, SPA8N	0.51	1.02	1.06	1.26	---	1.29
DSX0 with RPA, RPA5	0.51	1.02	1.06	1.26	1.24	1.29
DSX0 with MA	0.64	1.28	1.24	1.67	1.70	1.93

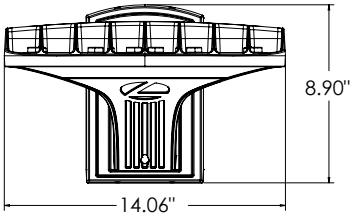
Dimensions



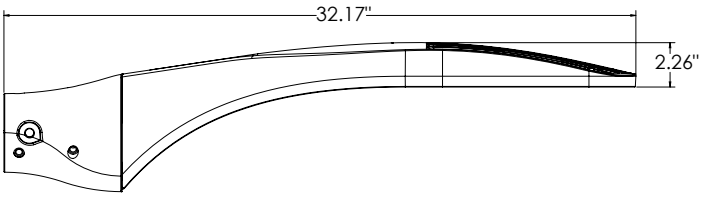


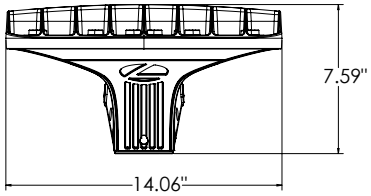
DSX0 with RPA, RPA5, SPA5, SPA8N mount
Weight: 25 lbs





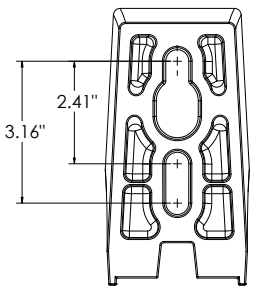
DSX0 with WBA mount
Weight: 27 lb



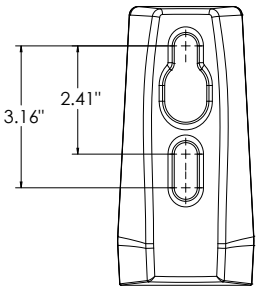


DSX0 with MA mount
Weight: 28 lbs

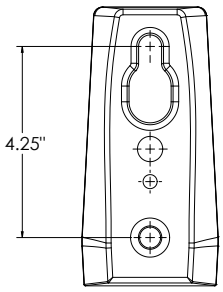
SPA (STANDARD ARM)



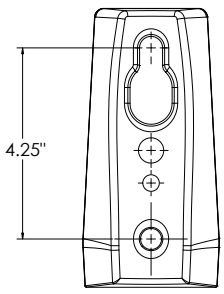
RPA



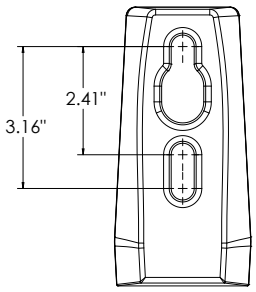
SPA5



RPA5



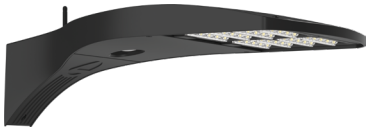
SPA8N

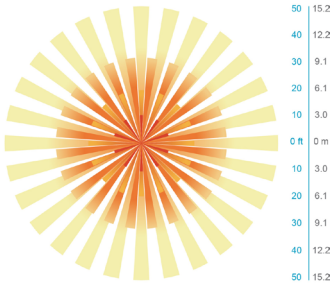


nLight Control - Sensor Coverage and Settings

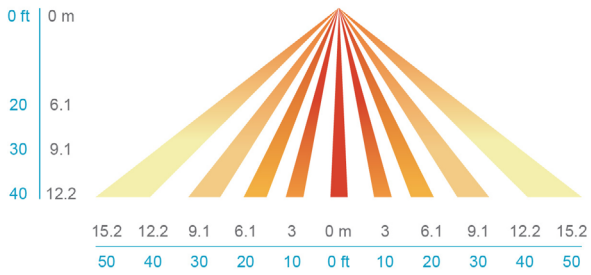
nLight Sensor Coverage Pattern

NLTAIR2 PIRHN





Top



Side

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 3G. Low EPA (0.44 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

COASTAL CONSTRUCTION (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L80/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. PIR integrated motion sensor with on-board photocell feature field-adjustable programing and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Job: Approval: Type:

VISION·3 LIGHTING

Path Light **MODEL PA1**
12/120V, 4W Integral LED
12/120V, 3W T3 Bi-pin LED

Specifications:

Construction
Aluminum, brass, or stainless steel with 18-8 stainless steel hardware. Also available with copper shade (all other components brass).

Stem
Stems machined from 6061-T6 aluminum, C36000 brass, or 304 stainless steel and are available in lengths of 6", 12", 18", 24", 30", 36", 42" and 48".

Finish
TGIC thermo set polyester powder coat paint available in 14 standard colors. On aluminum model, finish is applied over a corrosion resistant, hexavalent chromium free, RoHS compliant coating. Aluminum model available in one additional metal finish: Clear Anodized. Brass model available in three additional metal finishes: Natural, Polished, and Aged. Stainless steel model available in three additional metal finishes: Natural, Polished, and Brushed. Copper model available in Natural finish only.

Lens
1/8" wall tempered borosilicate tube, secured to cap with a high temperature, UV curing silicone adhesive. Available with clear or frosted finish.

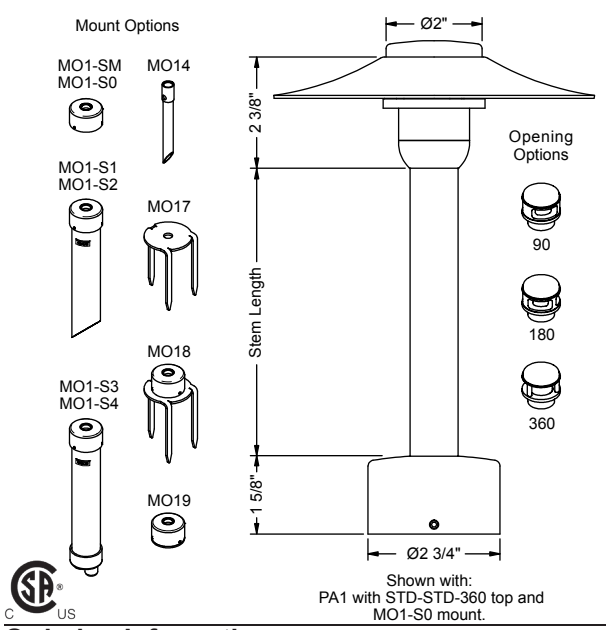
Lamp
Integral LED: 12 VAC, 4W LED module with integral driver. LED module features patented LEDSense® thermal management, an input voltage range of 9.6 to 14.4 VAC, an L70 of 60,000 hrs., a CRI > 80, and compatibility with magnetic and low load electronic transformers (see Transformer Compatibility List). Note: LED is not dimmable. LED module is not field replaceable.

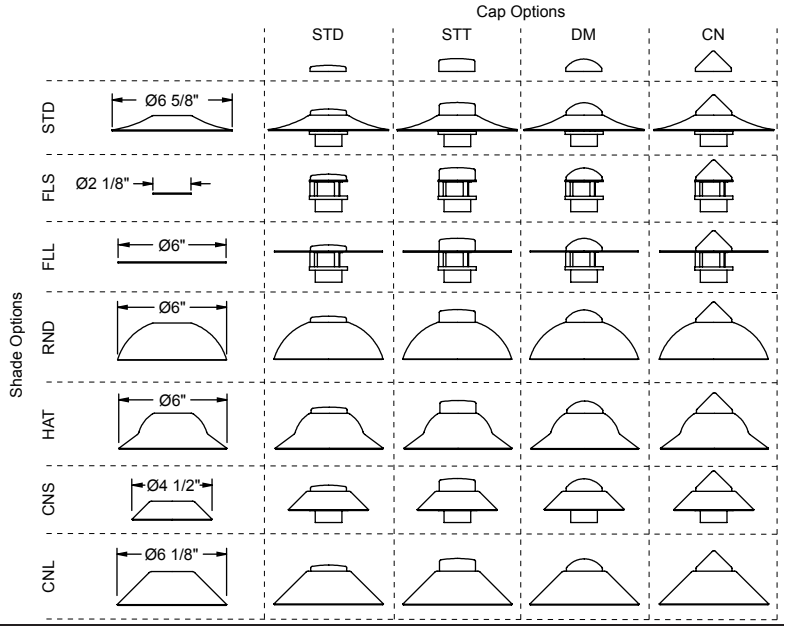
T3 Bi-pin LED: 12 VAC/DC, 3W (330lm) T3 LED with an input range of 9 to 15 VAC/DC, a CRI > 80, field replaceable, has a rated life span of 25,000 hrs, dimmable, and compatible with magnetic and low load electronic transformers (see LED specification sheet for transformer and dimmer compatibility information).

Electrical
Supplied standard with 24" of 16-2 cable beyond stem for connection to a remote low voltage power supply. Also available with integral 120V, 60VA low load electronic transformer in certain mount options.

Certification
CSA tested & certified to US and Canadian safety standards for wet location landscape use per UL1838 and UL1598.

All ratings subject to change without notice. See web site or contact V3 for most current info.





Ordering Information:

Model
PA1A - Aluminum
PA1B - Brass
PA1C - Copper [5]
PA1S - Stainless [1]

Finish
BL - Black
BLT - Textured Black
BN - Bronze
BNT - Textured Bronze
BAT - Textured Bark
WI - White
GRT - Textured Green
SI - Silver
GY - Grey
BE - Beige
GNT - Textured Granite
SAT - Textured Sand
PAT - Textured Patina
EAT - Textured Earth
CLA - Clear Anodized (PA1A only)
NAT - Natural (PA1B, PA1C, & PA1S only)
POL - Polished (PA1B & PA1S only)
AGE - Aged (PA1B only)
BRU - Brushed (PA1S only)

Cap
STD - Standard
STT - Standard (Tall)
DM - Dome
CN - Cone

Shade
STD - Standard
FLS - Flat (Small)
FLL - Flat (Large)
RND - Round
HAT - HAT
CNS - Cone (Small)
CNL - Cone (Large)

Opening
360 - 360°
180 - 180°
90 - 90°

Lens
CL - Clear
FR - Frosted

Mount [2]
SN - Nipple Only (No Mount & No Cap) [4]
MO1-S0 - No Mount (MO1 Cap Only. 36" max. stem)
MO1-SM - MO1 Surface Mount (36" max. stem)
MO1-S1-12 - 12" MO1 Stake Mount (36" max. stem)
MO1-S1-18 - 18" MO1 Stake Mount (36" max. stem)
MO1-S2-12 - 12" MO1 Adjustable Stake Mount (12" stem only)
MO1-S2-18 - 18" MO1 Adjustable Stake Mount (18" stem only)
MO1-S2-24 - 24" MO1 Adjustable Stake Mount (24" to 48" stems only)
MO1-S3-12 - 12" MO1 Junction with Transformer (36" max. stem)
MO1-S3-18 - 18" MO1 Junction with Transformer (36" max. stem)
MO1-S4-12 - 12" MO1 Junction Mount (36" max. stem)
MO1-S4-18 - 18" MO1 Junction Mount (36" max. stem)
MO14 - MO14 Brass Stake Mount (24" max. stem)
MO17 - MO17 Spike Mount (24" max. stem)
MO18 - MO18 Spike Mount w/ Cap (24" max. stem)
MO19 - MO19 Surface Mount w/ Cap (Not available with PA1S. 36" max. stem)

Input Voltage
12 - 12 Volt
120 - 120 Volt [3]

Stem
6 - 6" Stem
12 - 12" Stem
18 - 18" Stem
24 - 24" Stem
30 - 30" Stem
36 - 36" Stem
42 - 42" Stem
48 - 48" Stem

Lamp
0G4 - None (w/ G4 socket)
Integral LED: [6]
131 - 4W, 3000K
T3 Bi-pin LED:
150 - 3W, 2700K
151 - 3W, 3000K

Notes:
1. PA1S model only available with STD cap, STD shade, and 360 opening options.
2. See mount spec. sheets for mount details.
3. 120 Volt option only available with the MO1-S3 mount options.
4. SN mount option requires that a separate mount be used.
5. PA1C only available in NAT finish. Only shade is copper, all other components brass.
6. Integral LED lamp options available in other color temperatures and / or CRI's (contact V3 for info). Integral LED module is not dimmable or field replaceable.
7. Specifications, certifications, and ordering information are subject to change. Please check website for latest specification sheets.

Example: **PA1A - PAT - STD - STD - 360 - FR - MO1-S3-12 - 120 - 12 - 131**

P.O. Box 607, Fowler, CA 93625 (559) 834-5749 (559) 834-4779 fax www.vision3lighting.com
revision 02/28/20

HYDREL

CATALOG NUMBER

NOTES

TYPE

PINE

MVOLT LED

Specifications

Weight:	10 lbs

H:	9.07" (230mm) w/C1
	11.07" (281mm) w/C2
	14.88" (378mm) w/C3

HIGHLIGHTS

- The Pine Series accent light is suitable for a variety of mounting applications including ground, wall, tree, sign and architectural accents
- Suitable for wet locations
- TRIAC (forward-phase or leading-edge) and ELV (reverse phase or trailing-edge)
- Available in 80CRI and 90CRI
- 4,200lm

LED

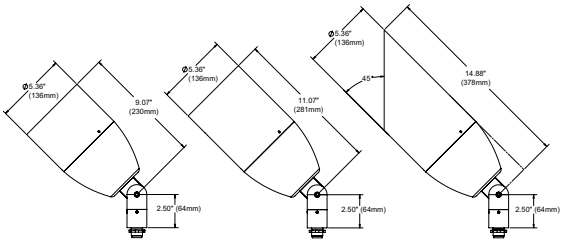
5 YEAR warranty

66 IP RATED

WET LOCATION™

BAA

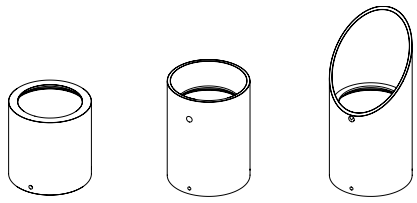
DIMENSIONS



C1
EPA = 0.400 ft^2

C2
EPA = 0.489 ft^2

C3
EPA = 0.539 ft^2

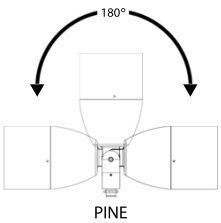


C1
SHORT FLUSH

C2
LENS RECESSED

C3
45° CUTOFF

AIMING DETAILS



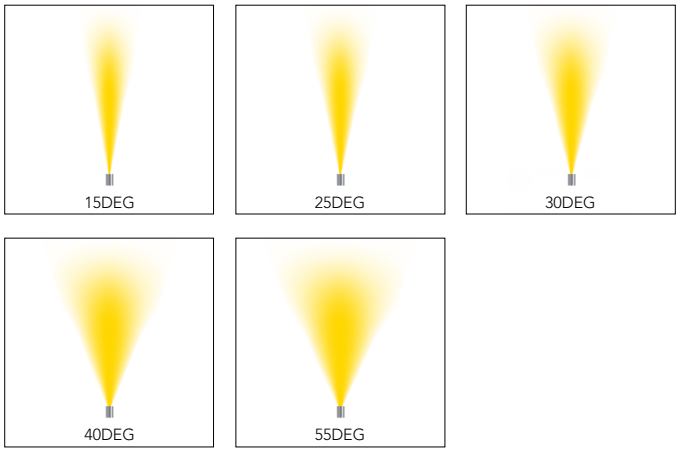
PINE

LUMEN PACKAGES

	15DEG	20DEG	25DEG	30DEG	35DEG	40DEG	45DEG	50DEG	55DEG
Delivered Lumens	3,298	3,124	3,175	3121	3254	3240	3138	3128	3131
Watts	33	33	33	33	33	33	33	33	33
LPW	100	95	96	95	99	98	95	95	95
Peak Candela	31,317	13,776	14,155	8649	7574	6133	4813	3749	3260

Note: Information based on 4000K @ P1, 80CRI, 120 Volt with C1 cap and FLC lens

STANDARD DISTRIBUTION



Phone: 800-705-SERV (7378) • www.hydrel.com

Job: Approval: Type:

VISION·3 LIGHTING

LED Sealed Ingrade **MODEL IG6**

100-277V 20W Max. LED w/ Integral Driver
16W Max. COB LED w/ Driver

Specifications

Housing

Cast C84400 bronze housing. Four 3/4" NPT conduit entries allow for side entry or bottom entry conduit connection. Water tight pass-thru, in conjunction with included silicone filled wire-nuts, prevents water from entering the housing in the event of the wiring compartment becoming flooded. IP68 rated to a depth of 1 ft. for 60 hours. Optional concrete pour collar available in material and finish to match the faceplate.

Mounting

Optional mount stand, with or without grout mask, can be used as a stand alone installation mount or tied to a rebar grid for easy mounting and alignment.

Lens

Tempered, 1/4" thick, stepped lens allows for flush mounting. Optional Slip Reduction Lens increases wet lens friction by over 50%. Molded, high temperature, silicone lens gasket compresses around lens between faceplate and housing for a water tight seal. Both lens and seal are removable for cleaning or replacement.

Faceplate

Available in cast or machined C84400 bronze or machined 316 stainless steel. Attaches using six 18-8 stainless steel captive screws. Optional Glare Shield, Half Dome, Marker Light, and Rock Guard faceplates available in cast C84400 bronze and allow 360˚ of rotational alignment. Optional Flanged faceplate available in machined brass or 316 stainless steel.

Lamp Module & Aiming

Lamp Module allows for one tool 'hot aiming' with 18˚ vertical and 360˚ rotational adjustment without having to touch hot LED. Module brackets constructed from black anodized 6061-T6 aluminum. Accessory holder is integral to Lamp Module and accepts up to two lens options.

Finish

Available in 14 standard TGIC thermo set polyester powder coat paint colors. Cast Bronze faceplates available in two additional finishes: Natural and Aged. Machined Brass faceplates available in three additional finishes: Natural, Aged, and Polished. Machined Stainless faceplates available in three additional finishes: Natural, Brushed, and Polished. Optional pour collar finished to match faceplate.

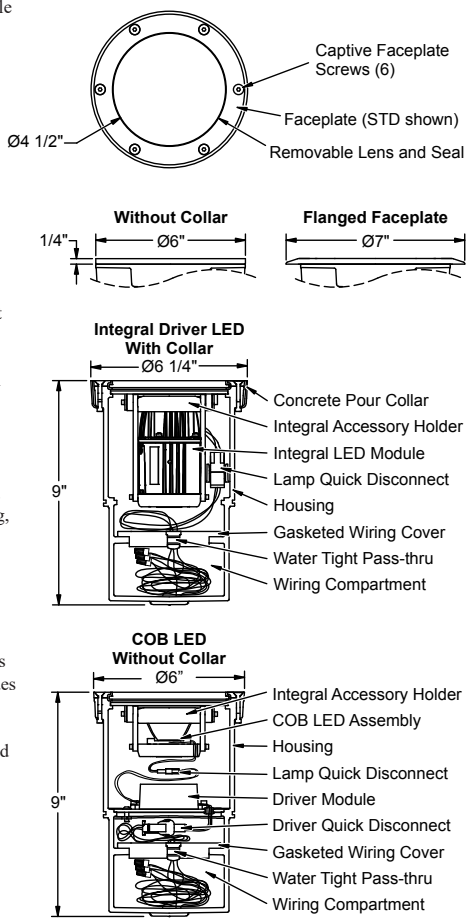
LED

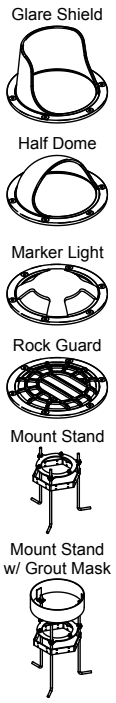
Integral Driver LED: 100 to 277 VAC (50/60 Hz) input, 20W max. power (17W@120V, 20W@277V). LED lamp features: integral driver, 1280 lm max output, 75 lm/W max efficacy, field changeable optics (15º, 23º, 35º & 51º), push button selection of light level (100%, 80%, 55% & 18%), 120V phase dimming at highest (100%) light level (see Dimmer Compatibility List), an L70 of 60,000 hrs., and patented LEDSense® thermal management to ensure reliability and lumen maintenance. Note: thermal management system may cause power input and light output to vary slightly depending on fixture material, orientation, lens accessories, mounting, and ambient temperature.

COB LED: COB LED package includes a COB LED module and a 350mA driver module, both field replaceable. COB LED options use modular industry standard components to simplify future upgrades and includes features like: performance of 1800 lm, 16W max input (@350mA), field replaceable optics (20º, 30º & 50º), and an L70 > 55,000 hrs.

Certification

IP68 rated to a depth of 1 ft. for 60 hours. Drive over durable for up to 5300 lb vehicles, at up to 10 mph ('STD', 'ML1', 'ML2', or 'ML4' faceplates only. Other faceplate options are not suitable for drive over applications). CSA tested & certified to US and Canadian safety standards for wet location landscape use.





Note: All ratings subject to change without notice. See web site or contact V3 for most current info.

Ordering Information

Model
IG6C - Cast Bronze Faceplate
IG6B - Machined Brass Faceplate
IG6S - Machined Stainless Faceplate

Housing Style
SH - Short
SH-PC - Short w/ Pour Collar [5]

Lens Style
STD - Standard
SLR - Slip Reduction

Light Engine
Integral Driver LED [3]:
137 - 15°, 3000K, >80 CRI
138 - 23°, 3000K, >80 CRI
139 - 35°, 3000K, >80 CRI
140 - 51°, 3000K, >80 CRI

COB LED [4]:
C01-X-XX-XX

CRI	CCT	Optics
8 - >80	**27** - 2700K	**20** - 20°
9 - >90	**30** - 3000K	**30** - 30°
	35 - 3500K	**50** - 50°
	40 - 4000K	

Driver
Integral Driver LED:
0 - None
COB LED:
16-UNV-350-Z - 16W, 120-277V, 350mA, no dimming
16-120-350-P - 16W, 120V, 350mA, phase dimming

Lens Accy [2]
0 - None
L1 - Spread
L2 - Linear
L3 - Softening

Filter [2, 4]
0 - None
F1 - Red
F2 - Blue
F3 - Lt. Blue
F4 - Green
F5 - Amber
F6 - Pink

Louver [2]
0 - None
H1 - Hex

Accessories
0 - None
MS - Mount Stand
GM - Mount Stand w/ Grout Mask

Finish [1]
Powder Coat Finishes:
BLT - Textured Black
BNT - Textured Bronze
BAT - Textured Bark
GRT - Textured Green
GNT - Textured Granite
SAT - Textured Sand
PAT - Textured Patina
EAT - Textured Earth
BL - Black
BN - Bronze
WI - White
SI - Silver
GY - Grey
BE - Beige
Metal Finishes:
NAT - Natural
POL - Polished (IG6B & IG6S only)
AGE - Aged (IG6C & IG6B only)
BRU - Brushed (IG6S only)

Faceplate Style
STD - Standard
HD - Half Dome (IG6C only)
RG - Rock Guard (IG6C only)
GS - Glare Shield (IG6C only)
FL - Flanged (IG6B & IG6S only) [5]
ML1 - Marker Light, 1 port (IG6C only)
ML2 - Marker Light, 2 ports@180º (IG6C only)
ML4 - Marker Light, 4 ports@90º (IG6C only)

Notes:
1. Finish applies to faceplate and pour collar only.
2. Only two lens options may be specified.
3. Integral Driver LED lamp options available in other color temperatures and / or CRI's (contact V3 for info).
4. Color filter option can not be used with COB LED options.
5. Flanged (FL) faceplate can not be used with the pour collar option.
6. Specifications, certifications, and ordering information are subject to change. Please check website for latest specification sheets.

Example: **IG6C - NAT - SH - GS - STD - C01-8-27-20 - 16-120-350-P - 0 - 0 - H1 - MS**

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revision 9/11/20

Job: Approval: Type:

VISION·3 LIGHTING

Step Light, Box Mount **MODEL PA5**

12V 20W Max., MR16 Halogen
12V 7.5W, 12/24V 6W, or 12V 10W LED

Specifications

Faceplate

A 1/8" thick, tempered, lens is secured to the faceplate with a high temperature, UV curing, silicone adhesive for a water tight seal. Included gasket seals between faceplate and wall. Internal accessory lenses held in place by stainless steel clip.

Covers

Cover is mounted to faceplate using three stainless steel set screws around the perimeter, allowing full rotational adjustment.

Cast Covers: Cast covers available in aluminum or brass and come in two cutoffs. Can be specified with integral spread lens to allow maximum light output and distribution. Alternatively, can be specified without integral spread lens and internal lens accessories can be used.

Machined Covers: Machined cosmetic covers and cutoffs available in aluminum, brass, or stainless steel and mount over aluminum faceplate. Each available in multiple styles that can be configured as desired.

Mount Style

Cast Box: Comes with faceplate mounted to an industry standard 4" round cast aluminum box and extension. Can be used with either halogen or LED lamp options and up to two lens accessories.

Octagonal Box: For mounting to industry standard 4" sheet metal octagonal boxes (box & hardware not included). See drawing at left to make sure the proper depth of box is used. Can only be used with Integral LED lamp options and one lens accessory.

Finish

TGIC thermo set polyester powder coat paint available in 14 standard colors. On aluminum model, finish is applied over a corrosion resistant, hexavalent chromium free, RoHS compliant coating. Aluminum model available in one additional metal finish: Clear Anodized. Brass model available in three additional metal finishes: Natural, Polished, and Aged. Stainless model available in three additional metal finishes: Natural, Polished, and Brushed.

Socket

GY-6.35 porcelain socket with 600V, 250°C, PTFE coated 18 ga leads.

Lamps

MR16 Halogen: 12V bi-pin up to 20W (See **Certification** heading).

Integral LED: 12-24V AC/DC 6W (400lm) or 12V AC/DC 10W (700lm) LED options include integral driver with High/Low switch for 35W/20W (6W) or 50W/35W (10W) halogen equivalent outputs. LED Modules are field replaceable and feature replaceable lenses, an L70 > 60,000 hrs., dynamic transformer recognition, phase dimming (see Transformer and Dimmer Compatibility List), and patented LEDSense® thermal management.

Retrofit MR16 LED: 12V 7.5W (600lm) bi-pin retrofit Soraa™ MR16 LED lamp with specially engineered heat sink mount to ensure proper heat transfer to body. Note: Retrofit LED will overheat without supplied heat sink mount.

Certification

CSA tested & certified to for wet location wall mount use (UL1598):

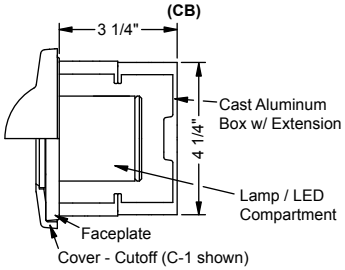
PA5 - LED or 20W Max. MR16 Halogen lamp.

For MR16 halogen versions: Not for use in contact with combustible materials or thermal insulation. Power supply wires and wire connectors must be rated for 105°C minimum.

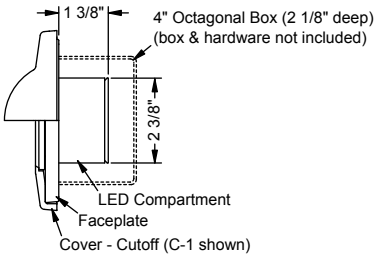
For Octagonal Box (OB) mount versions: Power supply wires and wire connectors must be rated for 90°C minimum.

Mount Options

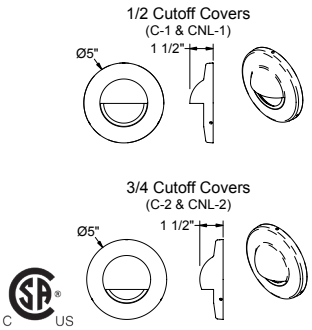
Cast Box (CB)



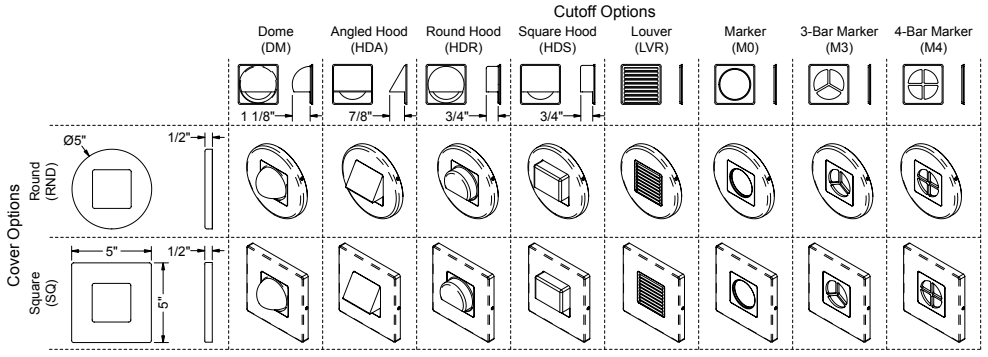
Octagonal Box (OB)
(available with LED only)



Cast Cover - Cutoff Options
(available with or without integral spread lens)



Machined Cover - Cutoff Options



Ordering Information

Model
- **PA5A** - Aluminum
- **PA5B** - Brass [7]
- **PA5S** - Stainless [1,7]

Finish

Powder Coat Finishes:
- **BLT** - Textured Black
- **BNT** - Textured Bronze
- **BAT** - Textured Bark
- **GRT** - Textured Green
- **GNT** - Textured Granite
- **SAT** - Textured Sand
- **PAT** - Textured Patina
- **EAT** - Textured Earth
- **BL** - Black
- **BN** - Bronze
- **WI** - White
- **SI** - Silver
- **GY** - Grey
- **BE** - Beige

Metal Finishes:
- **CLA** - Clear Anodized (PA5A with Machined Covers & Cutoffs only)
- **NAT** - Natural (PA5B & PA5S only)
- **POL** - Polished (PA5B & PA5S with Machined Covers & Cutoffs only)
- **AGE** - Aged (PA5B only)
- **BRU** - Brushed (PA5S with Machined Covers & Cutoffs only)

Mount
- **CB** - With Cast Box [2] (box & extension included)
- **OB** - For Octagonal Box [3] (box & hardware not included)

Cover [4]

Cast:
- **C** - Cast Cover (w/ integral spread lens)
- **CNL** - Cast Cover (w/o integral spread lens)

Machined: [7]
- **RND** - Machined Round Cover
- **SQ** - Machined Square Cover

Cutoff [4]

Cast:
- **1** - 1/2 Cutoff
- **2** - 3/4 Cutoff

Machined: [7]
- **DM** - Dome
- **HDA** - Angled Hood
- **HDR** - Round Hood
- **HDS** - Square Hood
- **LVR** - Slotted Louver
- **M0** - Marker
- **M3** - 3-Bar Marker
- **M4** - 4-Bar Marker

Lamp

Integral LED (3000K, >80 CRI): [5,6]
- **116** - 6W, 12°
- **117** - 6W, 21°
- **118** - 6W, 41°
- **141** - 10W, 12°
- **142** - 10W, 21°
- **143** - 10W, 41°

Retrofit MR16 LED (3000K, 90 CRI): [3,5,6,8]
- **155** - 7.5W, 10°
- **156** - 7.5W, 25°
- **157** - 7.5W, 36°

MR16 Halogen: [3]
- **0** - None
- **01** - ESX, 20W, 12°
- **02** - BAB, 20W, 40°

Lens Accy [2,3]
- **0** - None
- **L1** - Spread
- **L2** - Linear
- **L3** - Softening

Filter [2,3]
- **0** - None
- **F1** - Red
- **F2** - Blue
- **F3** - Light Blue
- **F4** - Green
- **F5** - Amber
- **F6** - Pink
- **F7** - Mercury Vapor

Louver [2,3]
- **0** - None
- **H1** - Hex

Notes:
1. Model PA5S only available with machined Cover / Cutoff options.
2. CB mount can only use 2 lens accessories.
3. OB mount only available with Integral LED lamp options and can only use 1 lens accessory.
4. Cover and Cutoff types must match (Cast with Cast & Machined with Machined only).
5. Only power LED options with magnetic or V3 approved electronic transformers (contact V3 for transformer & dimmer compatibility info).
6. LED lamp options available in other color temperatures and / or CRI's (contact V3 for info).
7. When using Machined Cover & Cutoff options, only the cosmetic cover and cutoff parts are brass or stainless steel. All other parts are coated aluminum.
8. Use only approved Retrofit MR16 LED lamps and supplied heat sink mount, otherwise LED may overheat.
9. Specifications, certifications, and ordering information are subject to change. Please check website for latest specification sheets.

Example: **PA5A - BLT - CB - C - 2 - 02 - 0 - F1 - 0**

P.O. Box 607, Fowler, CA 93625 (559) 834-5749 (559) 834-4779 fax www.vision3lighting.com
revision 8/7/20

DRAINAGE ANALYSIS

The Foreside Inn

Tax Map 49, Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

August 24, 2023

Prepared For:

Madbury Real Estate Ventures
c/o Taylor McMaster
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Wakefield, MA 001880
(617) 290-1269

Prepared By:

ALTUS ENGINEERING
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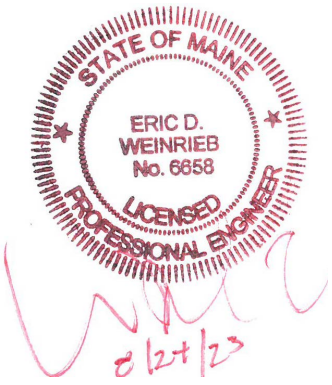

ALTUS ENGINEERING

Altus Project 5431

Table of Contents

ALTUS ENGINEERING

Section 1

Narrative

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PROJECT DESCRIPTION

The property is located at 27 & 29 Wentworth Street. This redevelopment project proposes to construct a 12-unit inn on each parcel with a 13th innkeeper's suite taker unit on 29 Wentworth Street together with associated site improvements. Both inns will share an 18-space parking lot and access drive on 29 Wentworth Street. The structure at 27 Wentworth will be demolished with a new building constructed closer to the street. The property at 29 Wentworth will be partially demolished during renovation with the intention to maintain the original 1800's era structure.

The stormwater management system proposed will include porous pavement to filter and infiltrate all runoff flowing to it; and an 11.5'x42' underground stormwater management gallery (SMG) consisting of 2 rows of 30-inch pipe to infiltrate runoff from rooves and lawn area. The perimeter underdrain system will be wrapped with non-woven filter fabric to minimize sediment entering the SMG.

Site Soils

The Natural Resources Conservation Service (NRCS) classifies the site soils as Urban Land (Ur) with a hydrological soil group (HSG) designation of C.

Pre-Development (Existing Conditions)

The Pre-Development Watershed Plan (Sheet WS-1) reflects the current conditions of the site which include the existing building and parking areas. The current site can be divided into two (2) subcatchments which northeast discharge to the Boston & Maine Railroad property and east to Wentworth Street. The nearest closed drainage system is approximately 300 feet downgradient of the site.

Post-Development (Proposed Conditions)

The proposed project will construct two (2) commercial units, a new drainage system and associated site improvements.

As shown on the attached Post-Development Watershed Plan (Sheet WS-2), the site was divided into five (5) subcatchment areas in the post-development conditions. The same points of analysis that were used in the Pre-Development model (POA #'s 1 and 2) were used for comparison of the Pre- and Post-development conditions.

CALCULATION METHODS

The drainage study was completed using the USDA SCS TR-20 Method within the HydroCAD Stormwater Modeling System. Reservoir routing was performed with the Dynamic Storage Indication method with automated calculation of tailwater conditions. A Type III 24-hour rainfall distribution was utilized in analyzing the data for the 2- and 25-year 24-hour storm events using Extreme Precipitation rainfall data provided by Cornell University.

The following conservative modeling approaches and assumptions were incorporated into the analysis:

- Model based on extreme precipitation values for Kittery published by Cornell/UNH.
- Used Tc of 6 minutes for those subcatchments where measured Tc was less than 6 minutes. SCS TR-55 Urban Hydrology for Small Watersheds indicates that the minimum Tc should be 0.1 hour or 6 minutes. The Federal Highway Administration Hydraulic Engineering states that minimum time of concentration (Tc) for urbanized areas should not be less than 5-minutes. Extremely short Tc times can lead to improbable runoff values and are not appropriate for design.
- Infiltration rates through biofilter media were set at 4.0 in/hr with a phase-in depth of 0.01'.
- Prorated Tc value of 482 (based on UNH Stormwater Center studies where an extended Tc value of 790 minutes has produced good predictions of the final discharge from porous pavement with a 25" base.

Disclaimer

Altus Engineering notes that stormwater modeling is limited in its capacity to precisely predict peak rates of runoff and flood elevations. Results should not be considered to represent actual storm events due to the number of variables and assumptions involved in the modeling effort. Surface roughness coefficients (n), entrance loss coefficients (ke), velocity factors (kv) and times of concentration (Tc) are based on subjective field observations and engineering judgment using available data. For design purposes, curve numbers (Cn) describe the average conditions. However, curve numbers will vary from storm to storm depending on the antecedent runoff conditions (ARC) including saturation and frozen ground. Also, higher water elevations than predicted by modeling could occur if drainage channels, closed drain systems or culverts are not maintained and/or become blocked by debris before and/or during a storm event as this will impact flow capacity of the structures. Structures should be re-evaluated if future changes occur within relevant drainage areas in order to assess any required design modifications.

Drainage Analysis

A complete summary of the drainage model is included in the appendix of this report. The following table compares pre- and post-development peak rates at the Point of Analysis identified on the plans for the 2 and 25-year storm events:

Stormwater Modeling Summary
Peak Q (cfs) for Type III 24-Hour Storm Events

	2-Yr Storm (3.21 inch)	25-Yr Storm (6.17 inch)
POA #1 (East property line)		
Pre	0.72	1.77
Post	0.19	0.53
Change	**-0.53**	**-1.24**
POA #2 (NE Property Line)		
Pre	0.18	0.56
Post	0.11	0.25
Change	**-0.07**	**-0.31**

As the above table demonstrates, the proposed peak rates of runoff will be decreased from the existing conditions for all analyzed storm events.

CONCLUSION

This proposed roadway and site development will have minimal adverse effect on abutting properties and infrastructure as a result of stormwater runoff or siltation. Post-construction peak rates of runoff from the site will be lower than the existing conditions for all analyzed storm events. The new stormwater management system will also provide appropriate treatment to runoff from 84% of the proposed impervious surfaces from the site where none previously existed. Appropriate steps will be taken to properly mitigate erosion and sedimentation using temporary and permanent Best Management Practices for sediment and erosion control, including a porous pavement, SMG and roofline drip strips.

Section 2

USGS Map and Aerial Photo

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Vicinity Plan

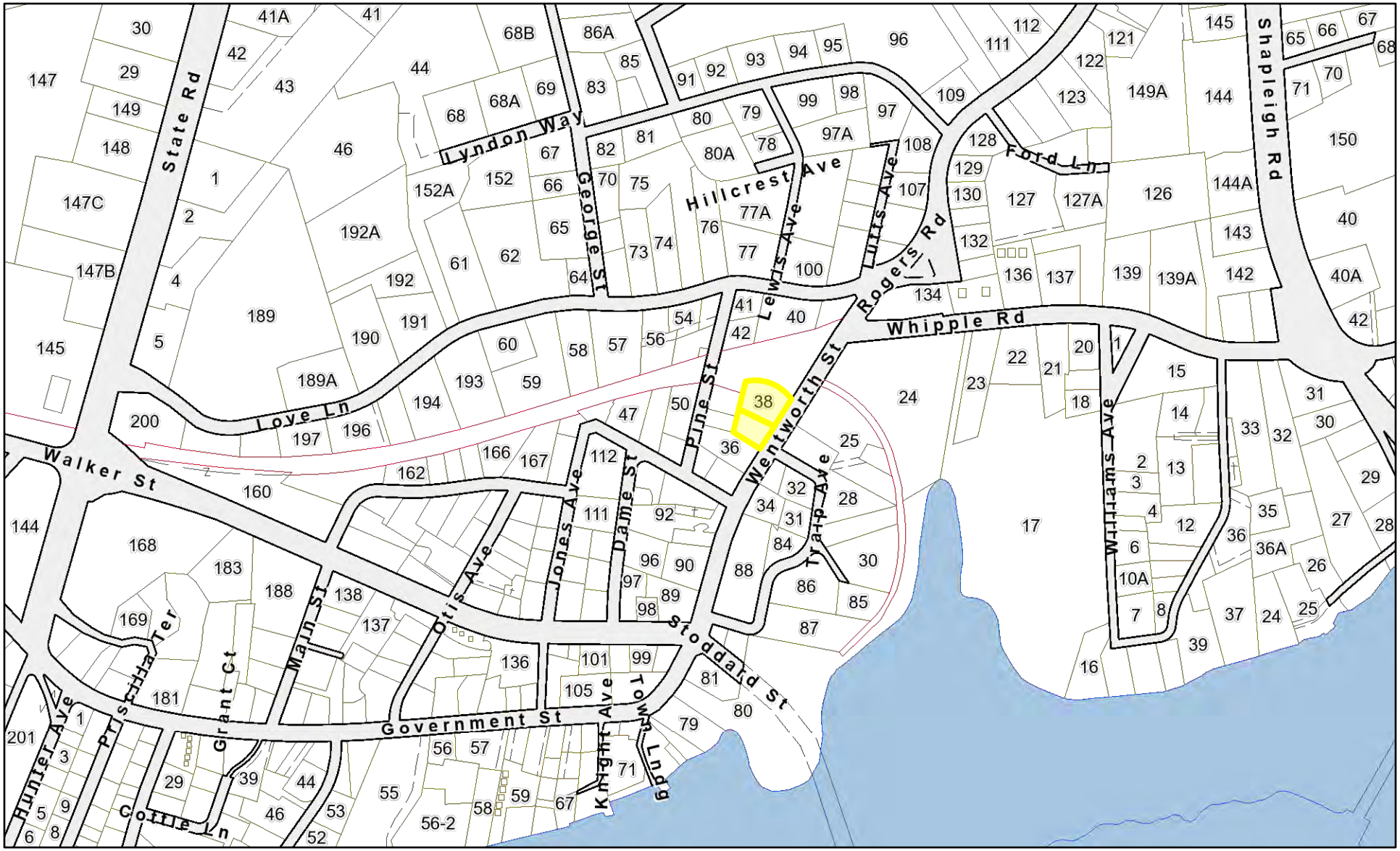
Kittery, ME

1 inch = 400 Feet

0 400 800 1200

July 13, 2023

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.


Aerial Photograph
Write a description for your map.
Legend
27 Wentworth St
27 Wentworth St
Google Earth
700 ft
N

Section 3

Drainage Calculations

Pre-Development
2-Year, 24-Hour Summary
25-Year, 24-Hour Summary

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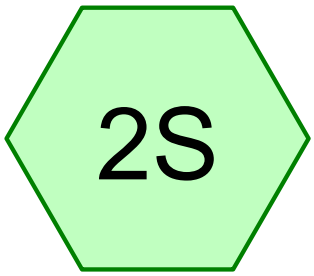
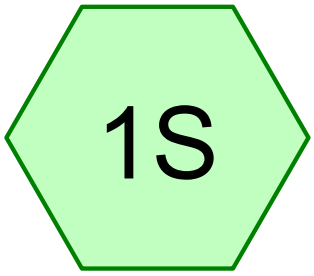


(new Subcat)



(new Subcat)

Subcat Reach Pond Link

Routing Diagram for 5431 Pre
Prepared by Altus Engineering, Inc., Printed 8/22/2023

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.189	74	>75% Grass cover, Good, HSG C (1S, 2S)
0.098	96	Gravel surface, HSG C (1S, 2S)
0.020	98	Ledge, HSG C (1S, 2S)
0.025	98	Paved parking, HSG C (1S, 2S)
0.062	98	Roofs, HSG C (1S, 2S)
0.102	70	Woods, Good, HSG C (1S, 2S)
0.497	**83**	**TOTAL AREA**

Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: (new Subcat) Runoff Area=15,418 sf 23.71% Impervious Runoff Depth=1.77"
Flow Length=105' Tc=6.0 min CN=85 Runoff=0.72 cfs 0.052 af

Subcatchment 2S: (new Subcat) Runoff Area=6,222 sf 15.99% Impervious Runoff Depth=1.22"
Flow Length=200' Tc=7.9 min CN=77 Runoff=0.18 cfs 0.015 af

Total Runoff Area = 0.497 ac Runoff Volume = 0.067 af Average Runoff Depth = 1.61"
78.51% Pervious = 0.390 ac 21.49% Impervious = 0.107 ac

Summary for Subcatchment 1S: (new Subcat)

Runoff = 0.72 cfs @ 12.09 hrs, Volume= 0.052 af, Depth= 1.77"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.21"

	Area (sf)	CN	Description
	2,062	98	Roofs, HSG C
	4,175	96	Gravel surface, HSG C
	878	98	Paved parking, HSG C
*	715	98	Ledge, HSG C
	4,868	74	>75% Grass cover, Good, HSG C
	2,720	70	Woods, Good, HSG C
	15,418	85	Weighted Average
	11,763		76.29% Pervious Area
	3,655		23.71% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.3	65	0.0400	0.21		**Sheet Flow,** Grass: Short n= 0.150 P2= 3.21"
0.2	40	0.0700	4.26		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
5.5	105	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 2S: (new Subcat)

Runoff = 0.18 cfs @ 12.12 hrs, Volume= 0.015 af, Depth= 1.22"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.21"

	Area (sf)	CN	Description
	620	98	Roofs, HSG C
	107	96	Gravel surface, HSG C
	220	98	Paved parking, HSG C
*	155	98	Ledge, HSG C
	3,376	74	>75% Grass cover, Good, HSG C
	1,744	70	Woods, Good, HSG C
	6,222	77	Weighted Average
	5,227		84.01% Pervious Area
	995		15.99% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.1	25	0.0200	0.06		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 3.21"
0.3	65	0.0600	3.67		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
0.5	110	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
7.9	200	Total			

Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: (new Subcat) Runoff Area=15,418 sf 23.71% Impervious Runoff Depth=4.46"
Flow Length=105' Tc=6.0 min CN=85 Runoff=1.77 cfs 0.132 af

Subcatchment 2S: (new Subcat) Runoff Area=6,222 sf 15.99% Impervious Runoff Depth=3.63"
Flow Length=200' Tc=7.9 min CN=77 Runoff=0.56 cfs 0.043 af

Total Runoff Area = 0.497 ac Runoff Volume = 0.175 af Average Runoff Depth = 4.22"
78.51% Pervious = 0.390 ac 21.49% Impervious = 0.107 ac

Summary for Subcatchment 1S: (new Subcat)

Runoff = 1.77 cfs @ 12.09 hrs, Volume= 0.132 af, Depth= 4.46"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.17"

	Area (sf)	CN	Description
	2,062	98	Roofs, HSG C
	4,175	96	Gravel surface, HSG C
	878	98	Paved parking, HSG C
*	715	98	Ledge, HSG C
	4,868	74	>75% Grass cover, Good, HSG C
	2,720	70	Woods, Good, HSG C
	15,418	85	Weighted Average
	11,763		76.29% Pervious Area
	3,655		23.71% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.3	65	0.0400	0.21		**Sheet Flow,** Grass: Short n= 0.150 P2= 3.21"
0.2	40	0.0700	4.26		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
5.5	105	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 2S: (new Subcat)

Runoff = 0.56 cfs @ 12.11 hrs, Volume= 0.043 af, Depth= 3.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.17"

	Area (sf)	CN	Description
	620	98	Roofs, HSG C
	107	96	Gravel surface, HSG C
	220	98	Paved parking, HSG C
*	155	98	Ledge, HSG C
	3,376	74	>75% Grass cover, Good, HSG C
	1,744	70	Woods, Good, HSG C
	6,222	77	Weighted Average
	5,227		84.01% Pervious Area
	995		15.99% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.1	25	0.0200	0.06		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 3.21"
0.3	65	0.0600	3.67		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
0.5	110	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
7.9	200	Total			

Section 4

Drainage Calculations

Post-Development
2-Year, 24-Hour Summary
25-Year, 24-Hour Summary

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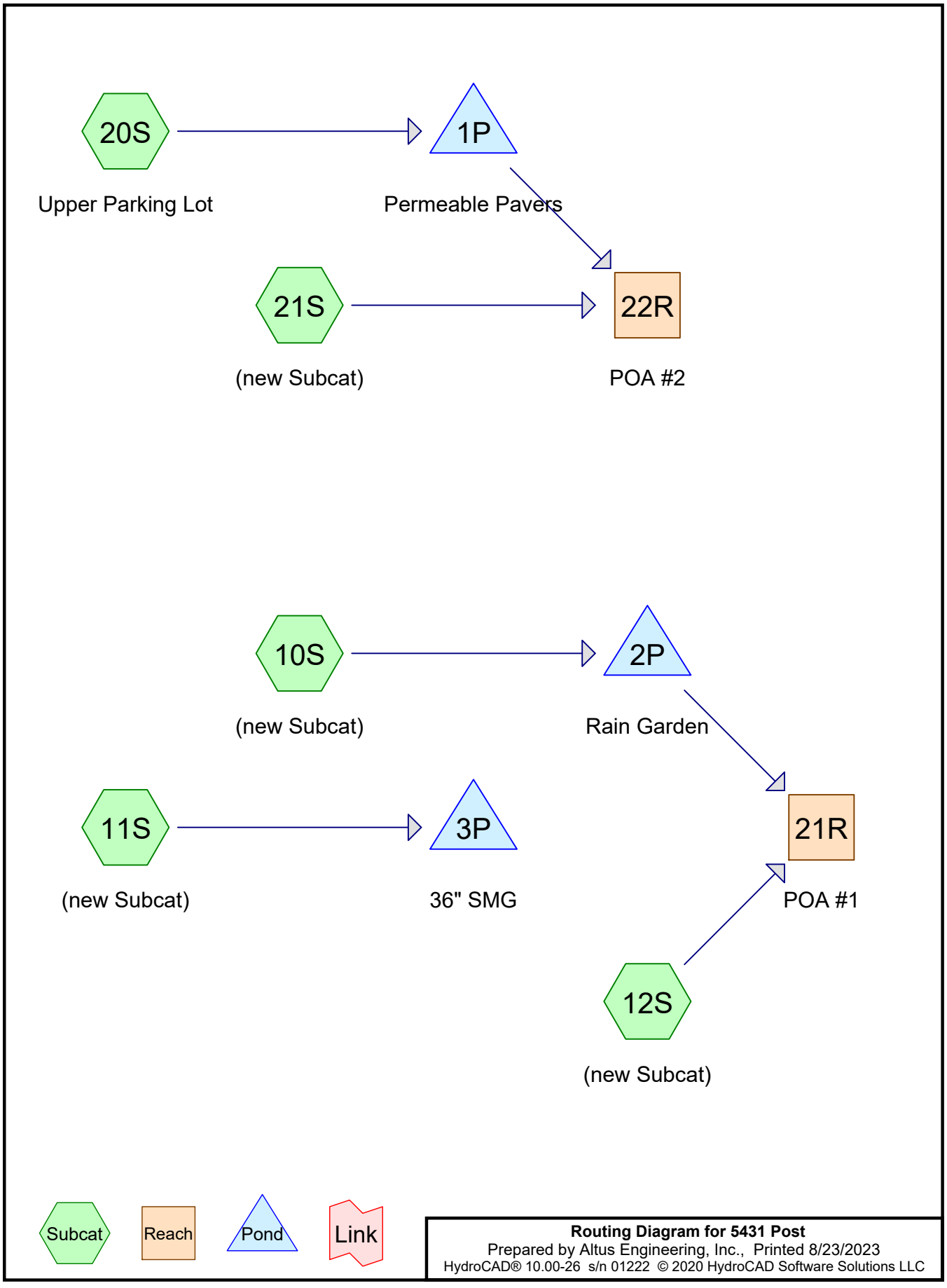


Routing Diagram for 5431 Post
Prepared by Altus Engineering, Inc., Printed 8/23/2023

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.146	74	>75% Grass cover, Good, HSG C (10S, 11S, 12S, 20S, 21S)
0.264	98	Paved parking, HSG C (10S, 11S, 12S, 20S, 21S)
0.087	98	Roofs, HSG C (10S, 11S, 12S, 20S)
0.497	**91**	**TOTAL AREA**

Time span=0.00-100.00 hrs, dt=0.05 hrs, 2001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: (new Subcat) Runoff Area=1,359 sf 41.65% Impervious Runoff Depth=1.69"
Flow Length=55' Slope=0.1400 '/' Tc=6.0 min CN=84 Runoff=0.06 cfs 0.004 af

Subcatchment 11S: (new Subcat) Runoff Area=4,800 sf 50.54% Impervious Runoff Depth=1.84"
Flow Length=55' Slope=0.1400 '/' Tc=6.0 min CN=86 Runoff=0.23 cfs 0.017 af

Subcatchment 12S: (new Subcat) Runoff Area=2,992 sf 77.61% Impervious Runoff Depth=2.46"
Flow Length=65' Slope=0.0400 '/' Tc=6.0 min CN=93 Runoff=0.19 cfs 0.014 af

Subcatchment 20S: Upper Parking Lot Runoff Area=10,330 sf 85.21% Impervious Runoff Depth=2.55"
Tc=482.0 min CN=94 Runoff=0.06 cfs 0.050 af

Subcatchment 21S: (new Subcat) Runoff Area=2,164 sf 53.56% Impervious Runoff Depth=1.92"
Flow Length=60' Slope=0.1000 '/' Tc=6.0 min CN=87 Runoff=0.11 cfs 0.008 af

Reach 21R: POA #1 Avg. Flow Depth=0.11' Max Vel=1.96 fps Inflow=0.19 cfs 0.014 af
n=0.013 L=1.0' S=0.0100 '/' Capacity=1.12 cfs Outflow=0.19 cfs 0.014 af

Reach 22R: POA #2 Avg. Flow Depth=0.11' Max Vel=1.16 fps Inflow=0.11 cfs 0.008 af
n=0.022 L=1.0' S=0.0100 '/' Capacity=0.66 cfs Outflow=0.11 cfs 0.008 af

Pond 1P: Permeable Pavers Peak Elev=35.50' Storage=0 cf Inflow=0.06 cfs 0.050 af
Discarded=0.06 cfs 0.050 af Primary=0.00 cfs 0.000 af Outflow=0.06 cfs 0.050 af

Pond 2P: Rain Garden Peak Elev=36.91' Storage=67 cf Inflow=0.06 cfs 0.004 af
Discarded=0.01 cfs 0.004 af Primary=0.02 cfs 0.000 af Outflow=0.03 cfs 0.004 af

Pond 3P: 36" SMG Peak Elev=34.29' Storage=457 cf Inflow=0.23 cfs 0.017 af
Outflow=0.01 cfs 0.017 af

Total Runoff Area = 0.497 ac Runoff Volume = 0.094 af Average Runoff Depth = 2.27"
29.43% Pervious = 0.146 ac 70.57% Impervious = 0.351 ac

Summary for Subcatchment 10S: (new Subcat)

Runoff = 0.06 cfs @ 12.09 hrs, Volume= 0.004 af, Depth= 1.69"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.21"

Area (sf)	CN	Description
402	98	Roofs, HSG C
164	98	Paved parking, HSG C
793	74	>75% Grass cover, Good, HSG C
1,359	84	Weighted Average
793		58.35% Pervious Area
566		41.65% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.8	55	0.1400	0.33		**Sheet Flow,** Grass: Short n= 0.150 P2= 3.21"
2.8	55	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 11S: (new Subcat)

Runoff = 0.23 cfs @ 12.09 hrs, Volume= 0.017 af, Depth= 1.84"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.21"

Area (sf)	CN	Description
2,088	98	Roofs, HSG C
338	98	Paved parking, HSG C
1,992	74	>75% Grass cover, Good, HSG C
382	74	>75% Grass cover, Good, HSG C
4,800	86	Weighted Average
2,374		49.46% Pervious Area
2,426		50.54% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.8	55	0.1400	0.33		**Sheet Flow,** Grass: Short n= 0.150 P2= 3.21"
2.8	55	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 12S: (new Subcat)

Runoff = 0.19 cfs @ 12.09 hrs, Volume= 0.014 af, Depth= 2.46"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.21"

Area (sf)	CN	Description
183	98	Roofs, HSG C
2,139	98	Paved parking, HSG C
670	74	>75% Grass cover, Good, HSG C
2,992	93	Weighted Average
670		22.39% Pervious Area
2,322		77.61% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.6	65	0.0400	1.67		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.21"
0.6	65	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 20S: Upper Parking Lot

Runoff = 0.06 cfs @ 18.70 hrs, Volume= 0.050 af, Depth= 2.55"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.21"

Area (sf)	CN	Description
1,105	98	Roofs, HSG C
7,697	98	Paved parking, HSG C
1,528	74	>75% Grass cover, Good, HSG C
0	70	Woods, Good, HSG C
10,330	94	Weighted Average
1,528		14.79% Pervious Area
8,802		85.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
482.0					**Direct Entry, Porous Pavement**

Summary for Subcatchment 21S: (new Subcat)

Runoff = 0.11 cfs @ 12.09 hrs, Volume= 0.008 af, Depth= 1.92"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.21"

Area (sf)	CN	Description
0	98	Roofs, HSG C
1,159	98	Paved parking, HSG C
1,005	74	>75% Grass cover, Good, HSG C
0	70	Woods, Good, HSG C
2,164	87	Weighted Average
1,005		46.44% Pervious Area
1,159		53.56% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.4	60	0.1000	2.37		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.21"
0.4	60	Total, Increased to minimum Tc = 6.0 min			

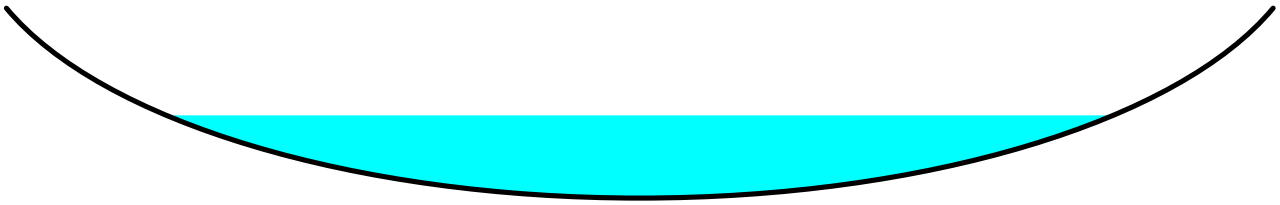
Summary for Reach 21R: POA #1

Inflow Area = 0.100 ac, 66.38% Impervious, Inflow Depth = 1.72" for 2-yr event
Inflow = 0.19 cfs @ 12.09 hrs, Volume= 0.014 af
Outflow = 0.19 cfs @ 12.09 hrs, Volume= 0.014 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.96 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 0.63 fps, Avg. Travel Time= 0.0 min

Peak Storage= 0 cf @ 12.09 hrs
Average Depth at Peak Storage= 0.11'
Bank-Full Depth= 0.25' Flow Area= 0.3 sf, Capacity= 1.12 cfs

2.00' x 0.25' deep Parabolic Channel, n= 0.013 Asphalt, smooth
Length= 1.0' Slope= 0.0100 '/'
Inlet Invert= 31.90', Outlet Invert= 31.89'



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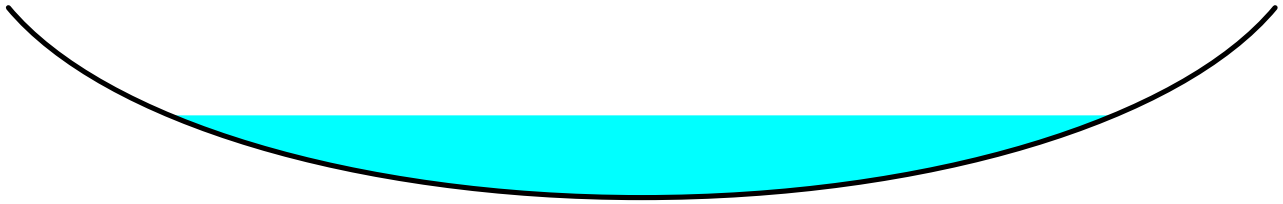
Summary for Reach 22R: POA #2

Inflow Area = 0.287 ac, 79.73% Impervious, Inflow Depth = 0.33" for 2-yr event
Inflow = 0.11 cfs @ 12.09 hrs, Volume= 0.008 af
Outflow = 0.11 cfs @ 12.09 hrs, Volume= 0.008 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.16 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 0.39 fps, Avg. Travel Time= 0.0 min

Peak Storage= 0 cf @ 12.09 hrs
Average Depth at Peak Storage= 0.11'
Bank-Full Depth= 0.25' Flow Area= 0.3 sf, Capacity= 0.66 cfs

2.00' x 0.25' deep Parabolic Channel, n= 0.022 Earth, clean & straight
Length= 1.0' Slope= 0.0100 '/'
Inlet Invert= 31.90', Outlet Invert= 31.89'



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Summary for Pond 1P: Permeable Pavers

Inflow Area = 0.237 ac, 85.21% Impervious, Inflow Depth = 2.55" for 2-yr event
Inflow = 0.06 cfs @ 18.70 hrs, Volume= 0.050 af
Outflow = 0.06 cfs @ 18.70 hrs, Volume= 0.050 af, Atten= 0%, Lag= 0.0 min
Discarded = 0.06 cfs @ 18.70 hrs, Volume= 0.050 af
Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Peak Elev= 35.50' @ 18.70 hrs Surf.Area= 2,230 sf Storage= 0 cf

Plug-Flow detention time= 0.1 min calculated for 0.050 af (100% of inflow)
Center-of-Mass det. time= 0.1 min (1,232.1 - 1,232.0)

Volume	Invert	Avail.Storage	Storage Description
#1	35.50'	1,451 cf	**Custom Stage Data (Prismatic)**Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
35.50	2,230	0.0	0	0
36.67	2,230	40.0	1,044	1,044
38.72	2,230	5.0	229	1,272
38.80	2,230	100.0	178	1,451

Device	Routing	Invert	Outlet Devices
#1	Discarded	35.50'	**4.00 cfs Exfiltration when above 35.50'** Phase-In= 0.01'
#2	Primary	38.72'	**2.0' long x 5.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=0.21 cfs @ 18.70 hrs HW=35.50' (Free Discharge)
1=Exfiltration (Exfiltration Controls 0.21 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=35.50' (Free Discharge)
2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Summary for Pond 2P: Rain Garden

Inflow Area = 0.031 ac, 41.65% Impervious, Inflow Depth = 1.69" for 2-yr event
Inflow = 0.06 cfs @ 12.09 hrs, Volume= 0.004 af
Outflow = 0.03 cfs @ 12.33 hrs, Volume= 0.004 af, Atten= 57%, Lag= 14.1 min
Discarded = 0.01 cfs @ 12.33 hrs, Volume= 0.004 af
Primary = 0.02 cfs @ 12.33 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Peak Elev= 36.91' @ 12.33 hrs Surf.Area= 218 sf Storage= 67 cf

Plug-Flow detention time= 100.1 min calculated for 0.004 af (100% of inflow)
Center-of-Mass det. time= 100.5 min (929.9 - 829.4)

Volume	Invert	Avail.Storage	Storage Description
#1	36.50'	88 cf	**Custom Stage Data (Conic)**Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
36.50	115	0	0	115
37.00	246	88	88	248

Device	Routing	Invert	Outlet Devices
#1	Discarded	36.50'	**4.000 in/hr Exfiltration over Wetted area above 36.50'** Excluded Wetted area = 115 sf Phase-In= 0.01'
#2	Primary	36.90'	**10.0' long x 2.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 Coef. (English) 2.54 2.61 2.61 2.60 2.66 2.70 2.77 2.89 2.88 2.85 3.07 3.20 3.32

Discarded OutFlow Max=0.01 cfs @ 12.33 hrs HW=36.91' (Free Discharge)
↑—**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.02 cfs @ 12.33 hrs HW=36.91' (Free Discharge)
↑—**2=Broad-Crested Rectangular Weir** (Weir Controls 0.02 cfs @ 0.21 fps)

Summary for Pond 3P: 36" SMG

Inflow Area = 0.110 ac, 50.54% Impervious, Inflow Depth = 1.84" for 2-yr event
Inflow = 0.23 cfs @ 12.09 hrs, Volume= 0.017 af
Outflow = 0.01 cfs @ 15.28 hrs, Volume= 0.017 af, Atten= 95%, Lag= 191.2 min
Discarded = 0.01 cfs @ 15.28 hrs, Volume= 0.017 af

Routing by Stor-Ind method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Peak Elev= 34.29' @ 15.28 hrs Surf.Area= 624 sf Storage= 457 cf

Plug-Flow detention time= 627.6 min calculated for 0.017 af (100% of inflow)
Center-of-Mass det. time= 629.1 min (1,451.5 - 822.4)

Volume	Invert	Avail.Storage	Storage Description
#1	33.00'	574 cf	**Custom Stage Data (Conic)**Listed below (Recalc) 2,496 cf Overall - 1,060 cf Embedded = 1,436 cf x 40.0% Voids
#2	33.50'	1,060 cf	**36.0" Round Pipe Storage** x 3 Inside #1 L= 50.0'
		1,635 cf	Total Available Storage

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
33.00	624	0	0	624
37.00	624	2,496	2,496	978

Device	Routing	Invert	Outlet Devices
#1	Discarded	33.00'	**4.000 in/hr Exfiltration over Wetted area above 33.00'** Excluded Wetted area = 624 sf Phase-In= 0.01'

Discarded OutFlow Max=0.01 cfs @ 15.28 hrs HW=34.29' (Free Discharge)
↑**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Time span=0.00-100.00 hrs, dt=0.05 hrs, 2001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: (new Subcat) Runoff Area=1,359 sf 41.65% Impervious Runoff Depth=4.36"
Flow Length=55' Slope=0.1400 '/' Tc=6.0 min CN=84 Runoff=0.15 cfs 0.011 af

Subcatchment 11S: (new Subcat) Runoff Area=4,800 sf 50.54% Impervious Runoff Depth=4.57"
Flow Length=55' Slope=0.1400 '/' Tc=6.0 min CN=86 Runoff=0.56 cfs 0.042 af

Subcatchment 12S: (new Subcat) Runoff Area=2,992 sf 77.61% Impervious Runoff Depth=5.35"
Flow Length=65' Slope=0.0400 '/' Tc=6.0 min CN=93 Runoff=0.39 cfs 0.031 af

Subcatchment 20S: Upper Parking Lot Runoff Area=10,330 sf 85.21% Impervious Runoff Depth=5.47"
Tc=482.0 min CN=94 Runoff=0.14 cfs 0.108 af

Subcatchment 21S: (new Subcat) Runoff Area=2,164 sf 53.56% Impervious Runoff Depth=4.68"
Flow Length=60' Slope=0.1000 '/' Tc=6.0 min CN=87 Runoff=0.26 cfs 0.019 af

Reach 21R: POA #1 Avg. Flow Depth=0.18' Max Vel=2.69 fps Inflow=0.53 cfs 0.035 af
n=0.013 L=1.0' S=0.0100 '/' Capacity=1.12 cfs Outflow=0.53 cfs 0.035 af

Reach 22R: POA #2 Avg. Flow Depth=0.16' Max Vel=1.50 fps Inflow=0.26 cfs 0.019 af
n=0.022 L=1.0' S=0.0100 '/' Capacity=0.66 cfs Outflow=0.26 cfs 0.019 af

Pond 1P: Permeable Pavers Peak Elev=35.50' Storage=1 cf Inflow=0.14 cfs 0.108 af
Discarded=0.14 cfs 0.108 af Primary=0.00 cfs 0.000 af Outflow=0.14 cfs 0.108 af

Pond 2P: Rain Garden Peak Elev=36.93' Storage=72 cf Inflow=0.15 cfs 0.011 af
Discarded=0.01 cfs 0.007 af Primary=0.14 cfs 0.004 af Outflow=0.15 cfs 0.011 af

Pond 3P: 36" SMG Peak Elev=35.76' Storage=1,201 cf Inflow=0.56 cfs 0.042 af
Outflow=0.02 cfs 0.042 af

Total Runoff Area = 0.497 ac Runoff Volume = 0.211 af Average Runoff Depth = 5.10"
29.43% Pervious = 0.146 ac 70.57% Impervious = 0.351 ac

Summary for Subcatchment 10S: (new Subcat)

Runoff = 0.15 cfs @ 12.09 hrs, Volume= 0.011 af, Depth= 4.36"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.17"

Area (sf)	CN	Description
402	98	Roofs, HSG C
164	98	Paved parking, HSG C
793	74	>75% Grass cover, Good, HSG C
1,359	84	Weighted Average
793		58.35% Pervious Area
566		41.65% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.8	55	0.1400	0.33		**Sheet Flow,** Grass: Short n= 0.150 P2= 3.21"
2.8	55	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 11S: (new Subcat)

Runoff = 0.56 cfs @ 12.09 hrs, Volume= 0.042 af, Depth= 4.57"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.17"

Area (sf)	CN	Description
2,088	98	Roofs, HSG C
338	98	Paved parking, HSG C
1,992	74	>75% Grass cover, Good, HSG C
382	74	>75% Grass cover, Good, HSG C
4,800	86	Weighted Average
2,374		49.46% Pervious Area
2,426		50.54% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.8	55	0.1400	0.33		**Sheet Flow,** Grass: Short n= 0.150 P2= 3.21"
2.8	55	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 12S: (new Subcat)

Runoff = 0.39 cfs @ 12.09 hrs, Volume= 0.031 af, Depth= 5.35"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.17"

Area (sf)	CN	Description
183	98	Roofs, HSG C
2,139	98	Paved parking, HSG C
670	74	>75% Grass cover, Good, HSG C
2,992	93	Weighted Average
670		22.39% Pervious Area
2,322		77.61% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.6	65	0.0400	1.67		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.21"
0.6	65	Total, Increased to minimum Tc = 6.0 min			

Summary for Subcatchment 20S: Upper Parking Lot

Runoff = 0.14 cfs @ 18.22 hrs, Volume= 0.108 af, Depth= 5.47"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.17"

Area (sf)	CN	Description
1,105	98	Roofs, HSG C
7,697	98	Paved parking, HSG C
1,528	74	>75% Grass cover, Good, HSG C
0	70	Woods, Good, HSG C
10,330	94	Weighted Average
1,528		14.79% Pervious Area
8,802		85.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
482.0					**Direct Entry, Porous Pavement**

Summary for Subcatchment 21S: (new Subcat)

Runoff = 0.26 cfs @ 12.09 hrs, Volume= 0.019 af, Depth= 4.68"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.17"

Area (sf)	CN	Description
0	98	Roofs, HSG C
1,159	98	Paved parking, HSG C
1,005	74	>75% Grass cover, Good, HSG C
0	70	Woods, Good, HSG C
2,164	87	Weighted Average
1,005		46.44% Pervious Area
1,159		53.56% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.4	60	0.1000	2.37		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.21"
0.4	60	Total, Increased to minimum Tc = 6.0 min			

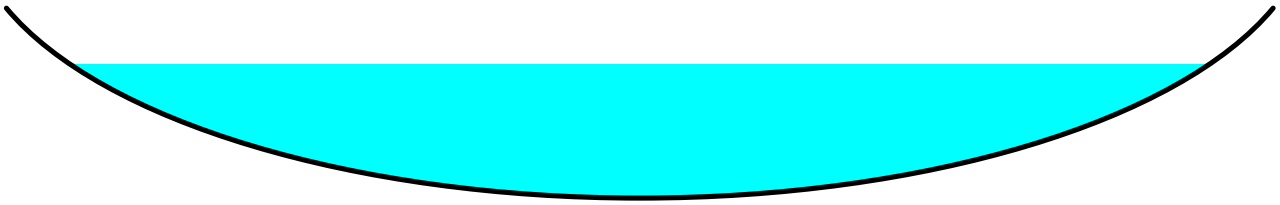
Summary for Reach 21R: POA #1

Inflow Area = 0.100 ac, 66.38% Impervious, Inflow Depth = 4.20" for 25-yr event
Inflow = 0.53 cfs @ 12.09 hrs, Volume= 0.035 af
Outflow = 0.53 cfs @ 12.09 hrs, Volume= 0.035 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Max. Velocity= 2.69 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 0.79 fps, Avg. Travel Time= 0.0 min

Peak Storage= 0 cf @ 12.09 hrs
Average Depth at Peak Storage= 0.18'
Bank-Full Depth= 0.25' Flow Area= 0.3 sf, Capacity= 1.12 cfs

2.00' x 0.25' deep Parabolic Channel, n= 0.013 Asphalt, smooth
Length= 1.0' Slope= 0.0100 '/'
Inlet Invert= 31.90', Outlet Invert= 31.89'



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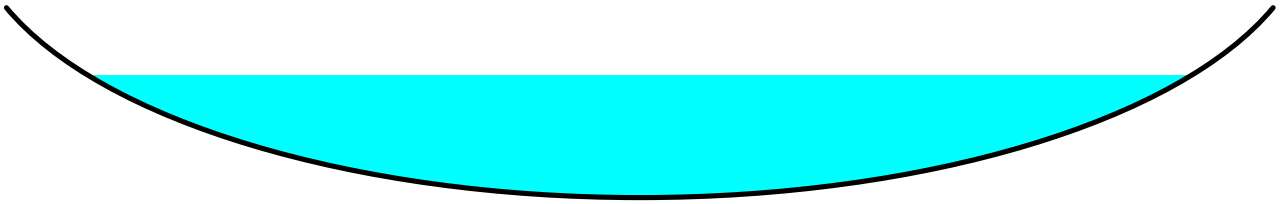
Summary for Reach 22R: POA #2

Inflow Area = 0.287 ac, 79.73% Impervious, Inflow Depth = 0.81" for 25-yr event
Inflow = 0.26 cfs @ 12.09 hrs, Volume= 0.019 af
Outflow = 0.26 cfs @ 12.09 hrs, Volume= 0.019 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.50 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 0.48 fps, Avg. Travel Time= 0.0 min

Peak Storage= 0 cf @ 12.09 hrs
Average Depth at Peak Storage= 0.16'
Bank-Full Depth= 0.25' Flow Area= 0.3 sf, Capacity= 0.66 cfs

2.00' x 0.25' deep Parabolic Channel, n= 0.022 Earth, clean & straight
Length= 1.0' Slope= 0.0100 '/'
Inlet Invert= 31.90', Outlet Invert= 31.89'



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Summary for Pond 1P: Permeable Pavers

Inflow Area = 0.237 ac, 85.21% Impervious, Inflow Depth = 5.47" for 25-yr event
Inflow = 0.14 cfs @ 18.22 hrs, Volume= 0.108 af
Outflow = 0.14 cfs @ 18.22 hrs, Volume= 0.108 af, Atten= 0%, Lag= 0.2 min
Discarded = 0.14 cfs @ 18.22 hrs, Volume= 0.108 af
Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Peak Elev= 35.50' @ 18.22 hrs Surf.Area= 2,230 sf Storage= 1 cf

Plug-Flow detention time= 0.1 min calculated for 0.108 af (100% of inflow)
Center-of-Mass det. time= 0.1 min (1,212.7 - 1,212.5)

Volume	Invert	Avail.Storage	Storage Description
#1	35.50'	1,451 cf	**Custom Stage Data (Prismatic)**Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
35.50	2,230	0.0	0	0
36.67	2,230	40.0	1,044	1,044
38.72	2,230	5.0	229	1,272
38.80	2,230	100.0	178	1,451

Device	Routing	Invert	Outlet Devices
#1	Discarded	35.50'	**4.00 cfs Exfiltration when above 35.50'** Phase-In= 0.01'
#2	Primary	38.72'	**2.0' long x 5.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=0.45 cfs @ 18.22 hrs HW=35.50' (Free Discharge)
↑**1=Exfiltration** (Exfiltration Controls 0.45 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=35.50' (Free Discharge)
↑**2=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Summary for Pond 2P: Rain Garden

Inflow Area = 0.031 ac, 41.65% Impervious, Inflow Depth = 4.36" for 25-yr event
Inflow = 0.15 cfs @ 12.09 hrs, Volume= 0.011 af
Outflow = 0.15 cfs @ 12.10 hrs, Volume= 0.011 af, Atten= 0%, Lag= 0.6 min
Discarded = 0.01 cfs @ 12.10 hrs, Volume= 0.007 af
Primary = 0.14 cfs @ 12.10 hrs, Volume= 0.004 af

Routing by Stor-Ind method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Peak Elev= 36.93' @ 12.10 hrs Surf.Area= 225 sf Storage= 72 cf

Plug-Flow detention time= 67.1 min calculated for 0.011 af (100% of inflow)
Center-of-Mass det. time= 67.4 min (869.8 - 802.4)

Volume	Invert	Avail.Storage	Storage Description
#1	36.50'	88 cf	**Custom Stage Data (Conic)**Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
36.50	115	0	0	115
37.00	246	88	88	248

Device	Routing	Invert	Outlet Devices
#1	Discarded	36.50'	**4.000 in/hr Exfiltration over Wetted area above 36.50'** Excluded Wetted area = 115 sf Phase-In= 0.01'
#2	Primary	36.90'	**10.0' long x 2.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 Coef. (English) 2.54 2.61 2.61 2.60 2.66 2.70 2.77 2.89 2.88 2.85 3.07 3.20 3.32

Discarded OutFlow Max=0.01 cfs @ 12.10 hrs HW=36.93' (Free Discharge)
↑—**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.14 cfs @ 12.10 hrs HW=36.93' (Free Discharge)
↑—**2=Broad-Crested Rectangular Weir** (Weir Controls 0.14 cfs @ 0.45 fps)

Summary for Pond 3P: 36" SMG

Inflow Area = 0.110 ac, 50.54% Impervious, Inflow Depth = 4.57" for 25-yr event
Inflow = 0.56 cfs @ 12.09 hrs, Volume= 0.042 af
Outflow = 0.02 cfs @ 15.30 hrs, Volume= 0.042 af, Atten= 96%, Lag= 192.9 min
Discarded = 0.02 cfs @ 15.30 hrs, Volume= 0.042 af

Routing by Stor-Ind method, Time Span= 0.00-100.00 hrs, dt= 0.05 hrs
Peak Elev= 35.76' @ 15.30 hrs Surf.Area= 624 sf Storage= 1,201 cf

Plug-Flow detention time= 771.8 min calculated for 0.042 af (100% of inflow)
Center-of-Mass det. time= 773.3 min (1,570.0 - 796.7)

Volume	Invert	Avail.Storage	Storage Description
#1	33.00'	574 cf	**Custom Stage Data (Conic)**Listed below (Recalc) 2,496 cf Overall - 1,060 cf Embedded = 1,436 cf x 40.0% Voids
#2	33.50'	1,060 cf	**36.0" Round Pipe Storage** x 3 Inside #1 L= 50.0'
		1,635 cf	Total Available Storage

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
33.00	624	0	0	624
37.00	624	2,496	2,496	978

Device	Routing	Invert	Outlet Devices
#1	Discarded	33.00'	**4.000 in/hr Exfiltration over Wetted area above 33.00'** Excluded Wetted area = 624 sf Phase-In= 0.01'

Discarded OutFlow Max=0.02 cfs @ 15.30 hrs HW=35.76' (Free Discharge)
↑**1=Exfiltration** (Exfiltration Controls 0.02 cfs)

Section 5

Precipitation Table

ALTUS ENGINEERING

Extreme Precipitation Tables

Northeast Regional Climate Center

Data represents point estimates calculated from partial duration series. All precipitation amounts are displayed in inches.

Smoothing	Yes
State	New Hampshire
Location	
Longitude	70.763 degrees West
Latitude	43.072 degrees North
Elevation	0 feet
Date/Time	Thu, 25 Feb 2021 15:14:11 -0500

Extreme Precipitation Estimates

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
1yr	0.26	0.40	0.50	0.65	0.81	1.04	**1yr**	0.70	0.98	1.21	1.56	2.03	2.66	2.92	**1yr**	2.35	2.81	3.22	3.94	4.55	**1yr**
2yr	0.32	0.50	0.62	0.81	1.02	1.30	**2yr**	0.88	1.18	1.52	1.94	2.49	3.21	3.57	**2yr**	2.84	3.43	3.94	4.68	5.33	**2yr**
5yr	0.37	0.58	0.73	0.98	1.25	1.61	**5yr**	1.08	1.47	1.89	2.43	3.14	4.07	4.58	**5yr**	3.60	4.40	5.04	5.94	6.70	**5yr**
10yr	0.41	0.65	0.82	1.12	1.45	1.89	**10yr**	1.25	1.73	2.23	2.89	3.75	4.87	5.53	**10yr**	4.31	5.32	6.09	7.11	7.98	**10yr**
25yr	0.48	0.76	0.97	1.34	1.77	2.34	**25yr**	1.53	2.14	2.78	3.63	4.74	6.17	7.10	**25yr**	5.46	6.83	7.80	9.03	10.05	**25yr**
50yr	0.54	0.86	1.10	1.54	2.07	2.76	**50yr**	1.79	2.53	3.29	4.32	5.66	7.39	8.58	**50yr**	6.54	8.25	9.42	10.81	11.98	**50yr**
100yr	0.60	0.97	1.25	1.77	2.42	3.26	**100yr**	2.09	2.98	3.90	5.16	6.77	8.85	10.38	**100yr**	7.83	9.98	11.38	12.96	14.27	**100yr**
200yr	0.67	1.10	1.43	2.05	2.82	3.83	**200yr**	2.44	3.52	4.62	6.13	8.08	10.61	12.55	**200yr**	9.39	12.07	13.76	15.55	17.02	**200yr**
500yr	0.80	1.31	1.71	2.48	3.48	4.76	**500yr**	3.00	4.38	5.76	7.70	10.22	13.48	16.14	**500yr**	11.93	15.52	17.67	19.78	21.49	**500yr**

Lower Confidence Limits

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
1yr	0.23	0.36	0.44	0.59	0.72	0.88	**1yr**	0.63	0.86	0.92	1.33	1.68	2.24	2.49	**1yr**	1.98	2.40	2.87	3.18	3.90	**1yr**
2yr	0.31	0.49	0.60	0.81	1.00	1.19	**2yr**	0.86	1.16	1.37	1.82	2.34	3.06	3.45	**2yr**	2.71	3.32	3.82	4.55	5.08	**2yr**
5yr	0.35	0.54	0.67	0.92	1.17	1.40	**5yr**	1.01	1.37	1.61	2.12	2.73	3.79	4.19	**5yr**	3.35	4.03	4.72	5.53	6.24	**5yr**
10yr	0.39	0.59	0.73	1.03	1.33	1.60	**10yr**	1.14	1.56	1.80	2.39	3.06	4.37	4.86	**10yr**	3.87	4.67	5.44	6.41	7.20	**10yr**
25yr	0.44	0.67	0.83	1.19	1.56	1.90	**25yr**	1.35	1.86	2.10	2.75	3.53	4.72	5.89	**25yr**	4.18	5.66	6.65	7.79	8.68	**25yr**
50yr	0.48	0.73	0.91	1.31	1.76	2.17	**50yr**	1.52	2.12	2.35	3.07	3.93	5.33	6.80	**50yr**	4.72	6.54	7.72	9.04	10.02	**50yr**
100yr	0.54	0.81	1.01	1.47	2.01	2.47	**100yr**	1.73	2.41	2.63	3.41	4.35	6.00	7.85	**100yr**	5.31	7.55	8.98	10.51	11.56	**100yr**
200yr	0.59	0.89	1.13	1.63	2.28	2.81	**200yr**	1.96	2.75	2.93	3.78	4.79	6.72	9.06	**200yr**	5.95	8.71	10.42	12.22	13.37	**200yr**
500yr	0.68	1.02	1.31	1.90	2.71	3.36	**500yr**	2.34	3.29	3.41	4.31	5.45	7.82	10.94	**500yr**	6.92	10.52	12.69	14.96	16.19	**500yr**

Upper Confidence Limits

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
1yr	0.28	0.44	0.54	0.72	0.89	1.08	**1yr**	0.77	1.06	1.26	1.74	2.21	2.98	3.16	**1yr**	2.64	3.04	3.58	4.37	5.04	**1yr**
2yr	0.34	0.52	0.64	0.86	1.07	1.27	**2yr**	0.92	1.24	1.48	1.96	2.51	3.42	3.70	**2yr**	3.03	3.56	4.09	4.84	5.63	**2yr**
5yr	0.40	0.62	0.77	1.05	1.34	1.62	**5yr**	1.15	1.58	1.88	2.53	3.25	4.34	4.96	**5yr**	3.84	4.77	5.38	6.37	7.16	**5yr**
10yr	0.47	0.72	0.89	1.25	1.61	1.98	**10yr**	1.39	1.93	2.28	3.11	3.95	5.34	6.20	**10yr**	4.72	5.96	6.82	7.84	8.75	**10yr**
25yr	0.58	0.88	1.09	1.56	2.05	2.57	**25yr**	1.77	2.51	2.95	4.07	5.15	7.78	8.34	**25yr**	6.88	8.02	9.15	10.34	11.41	**25yr**
50yr	0.67	1.02	1.27	1.83	2.46	3.13	**50yr**	2.12	3.06	3.60	5.00	6.32	9.74	10.46	**50yr**	8.62	10.06	11.44	12.72	13.96	**50yr**
100yr	0.79	1.19	1.49	2.16	2.96	3.81	**100yr**	2.55	3.72	4.37	6.16	7.76	12.18	13.10	**100yr**	10.78	12.60	14.31	15.69	17.09	**100yr**
200yr	0.92	1.39	1.76	2.55	3.56	4.65	**200yr**	3.07	4.55	5.34	7.58	9.54	15.28	16.44	**200yr**	13.53	15.81	17.92	19.35	20.92	**200yr**
500yr	1.15	1.71	2.19	3.19	4.53	6.04	**500yr**	3.91	5.90	6.93	10.02	12.56	20.65	22.20	**500yr**	18.27	21.34	24.13	25.51	27.34	**500yr**

Powered by ACIS Northeast Regional Climate Center

Section 6

NRCS Soil Survey

ALTUS ENGINEERING

Soil Map—York County, Maine
(5431 Wentworth Street)

Map Scale: 1:657 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 5 10 20 30

Feet
0 30 60 120 180

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: York County, Maine
Survey Area Data: Version 21, Aug 30, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 19, 2020—Sep 20, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ur	Urban land	1.1	100.0%
Totals for Area of Interest		**1.1**	**100.0%**

TEST PIT LOGS

THE FORESIDE INN
27-29 WENTWORTH STREET
KITTERY, MAINE
P5431

AUGUST 14, 2023
LOGGED BY: ERIC WEINRIEB, PE

TEST PIT 1

0 – 14”	CLEAN GRAVEL, 3’” MINUS
14 - 29”	MIXED GRAVELLY FILL WITH ASH – SHOULD BE REMOVED FOR DRIVEWAY CONSTRUCTION – LIMITS OF ASH NOT DETERMINED
39 – 36”	SILTY LOAM, FRIABLE
36 – 65”	MIXED GRAVELLY FILL WITH ASH – SHOULD BE REMOVED FOR DRIVEWAY CONSTRUCTION – LIMITS OF ASH NOT DETERMINED
65”	STOPPED

ESHWT: 36”
NO REFUSAL
OBSERVED WATER: 60”

TEST PIT 2

LEDGE ENCOUNTERED BETWEEN 5 AND 32” – TOP PORTION POSSIBLY RIPABLE
FINE SANDY LOAM WITH STONES TO 4”
ESHWT: NONE
OBSERVED WATER: NONE

TEST PIT 3

0 - 8”	FINE SANDY LOAM AND GRASS MAT, FRIABLE, GRANULAR
8 – 26”	FINE SANDY LOAM, FRIABLE, GRANULAR
26 – 40” (64)	LOAMY COMPACTED SAND, FIRM WITH STONES TO ½” , VARIABLE DEPTH TO LEDGE
40/64”	REFUSAL

ESHWT: NONE
OBSERVED WATER: NONE
PERC RATE: 4 MIN/INCH

TEST PIT 4

LEDGE ENCOUNTERED BETWEEN 22 AND 30” – TOP PORTION POSSIBLY RIPABLE
FINE SANDY LOAM
ESHWT: NONE
OBSERVED WATER: NONE

TEST PIT 5

0 – 6”	FINE SANDY LOAM AND GRASS MAT, FRIABLE, GRANULAR
6 – 55”	LOAMY COMPACTED SAND
55”	REFUSAL

ESHWT: NONE
OBSERVED WATER: NONE
PERC RATE: 4 MIN/INCH

TEST PIT 6

0 – 6”	FOREST MAT AND FINE SANDY LOAM, FRIABLE
6 – 12”	FINE SANDY LOAM, FRIABLE, GRANULAR
12 – 38”	LOAMY SAND, SINGLE GRAIN
38 – 56”	SILTY SAND, FIRM
56”	REFUSAL

ESHWT: NONE
NO OBSERVED WATER
PERC RATE: 4 MIN/INCH

TEST PIT 7

0 – 6”	LEDGE – NOT APPARENTLY RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

TEST PIT 8

16”	LEDGE – RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

TEST PIT 9

9”	LEDGE – RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

TEST PIT 10

20 TO 53”	LEDGE – RIPABLE WITH MINI EXCAVATOR

ESHWT: NONE
NO OBSERVED WATER

Section 7

Stormwater Operations & Maintenance Plan

ALTUS
ENGINEERING

STORMWATER INSPECTION AND MAINTENANCE MANUAL

The Foreside Inn
27 & 29 Wentworth Street
Kittery Assessor's Map 9 Lots 37 & 38

OWNER AT TIME OF APPROVAL:
Madbury Real Estate Ventures
401 Edgewater Place, Suite 570
Wakefield, MA 01880

Proper inspection, maintenance, and repair are key elements in maintaining a successful stormwater management program on a developed property. Routine inspections ensure permit compliance and reduce the potential for deterioration of infrastructure or reduced water quality. Inspections should also be carried out after any rainfall of 1" or more. Qualified inspectors shall be Professional Engineers licensed in the State of Maine or Certified Professionals in Erosion and Sediment Control. The following responsible parties shall be in charge of managing the stormwater facilities:

RESPONSIBLE PARTIES:

Owner:	*Madbury Real Estate Ventures*		*(617) 290-1269*
	Name	*Company*	*Phone*
Inspection:	*Madbury Real Estate Ventures*		*(617) 290-1269*
	Name	*Company*	*Phone*
Maintenance:	*Madbury Real Estate Ventures*		*(617) 290-1269*
	Name	*Company*	*Phone*

NOTES:

Inspection and maintenance responsibilities shall transfer to any future property owner(s).

This manual shall be updated as needed to reflect any changes related to any transfer of ownership and/or any delegation of inspection and maintenance responsibilities to any entity other than those listed above.

ALTUS ENGINEERING

POROUS PAVEMENT

Function – Porous pavement is designed to capture rainwater runoff containing suspended solids, nutrients and pollutants. Proper maintenance of porous pavement is crucial for ensuring its longevity and functionality to infiltrate runoff.

Maintenance

- Signs shall be installed indicating the location of porous pavement and the special maintenance required.
- New porous pavement shall be inspected several times in the first month after construction and at least annually thereafter. Inspections shall be conducted after major storms to check for surface ponding that might indicate possible clogging.
- Inspect annually for pavement deterioration or spalling.
- Vacuum sweeping shall be performed 2-4 times a year. Power washing may be required prior to vacuum sweeping to dislodge trapped particles.
- Sand and abrasives shall not be used for winter maintenance, as they will clog the pores; de-icing materials shall be used instead.
- Never reseal or repave with impermeable materials. If the porous pavement is damaged, it can be repaired using conventional, non-porous patching mixes as long as the cumulative area repaired does not exceed 10 percent of the paved area.

STREET/PARKING LOT SWEEPING (DENSE PAVEMENT)

Function – Parking lots accumulate sand and debris. Street sweeping removes the sand and debris, which lowers transport of sediment and pollutants the stormwater systems and into the environment.

Maintenance

- A regular periodic cleaning schedule is recommended. The more frequent, the greater the sediment and pollutant removal. Regular cleaning of paved areas reduces the frequency of cleaning catch basins and drainage systems. It is recommended that the parking lots and access ways shall be swept at least once a month during winter months.

LANDSCAPED AREAS - FERTILIZER MANAGEMENT

Function – Fertilizer management involves controlling the rate, timing and method of fertilizer application so that the nutrients are taken up by the plants thereby reducing the chance of polluting the surface and ground waters. Fertilizer management can be effective in reducing the amounts of phosphorus and nitrogen in runoff from landscaped areas, particularly lawns.

Maintenance

- Have the soil tested by your landscaper or local Soil Conservation Service for nutrient requirements and follow the recommendations.
- Do not apply fertilizer to frozen ground.
- Clean up any fertilizer spills.
- Do not allow fertilizer to be broadcast into water bodies.
- When fertilizing a lawn, water thoroughly, but do not create a situation where water runs off the surface of the lawn.

LANDSCAPED AREAS - LITTER CONTROL

Function – Landscaped areas tend to filter debris and contaminates that may block drainage systems and pollute the surface and ground waters.

Maintenance

- Litter Control and lawn maintenance involves removing litter such as trash, leaves, lawn clippings, pet wastes, oil and chemicals from streets, parking lots, and lawns before materials are transported into surface waters.
- Litter control shall be implemented as part of the ground's maintenance program.

DRIP STRIPS

Function – Drip strips are to provide erosion control of surface where impervious surfaces meet non-impervious surfaces, such as building or roadway edges. The also can provide for the infiltration and treatment of runoff and are particularly effective for roof-generated stormwater.

Maintenance

Drip strips should be inspected annually for erosion, rutting, and migration of stone. Any areas experiencing erosion shall be properly maintained by replacing or adding additional stone to the area of concern.

SROWMATER MANAGEMENT GALLERIES

Function – Stormwater management galleries (SMG), as referred to for this project, are subsurface stormwater storage chambers with open graded stone. The SMGs provide several important stormwater functions including pre-treatment in "isolator rows" and detains stormwater to attenuate peak rates of runoff as well as provide water quality treatment by binding runoff pollutants to soil particles beneath the basin as water percolates into the subsurface.

Maintenance

Maintaining a clean and obstruction-free retention/detention system helps to ensure the system performs the intended function of the primary design. Buildup of debris may obstruct flow through the laterals in a retention system or block the entranceway of the outlet pipe in a detention system. This may result in ineffective operation or complete failure of the system. Additionally, surrounding areas may potentially run the risk of damage due to flooding or other similar issues. All retention/detention systems must be cleaned and maintained. Underground systems may be maintained more cost effectively if these simple guidelines are followed. Inspection should be performed at a minimum of once per year. Cleaning should be done at the discretion of individuals responsible for maintaining proper storage and flow. While maintenance can generally be performed year round, it should be scheduled during a relatively dry season.

GENERAL CLEAN UP

- Upon completion of the project, the contractor shall remove all temporary stormwater structures (i.e., temporary stone check dams, silt fence, temporary diversion swales, catch basin inlet filter, etc.). Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade, prepared, and seeded. Remove any sediment in catch basins and clean drainpipes that may have accumulated during construction.
- Once in operation, all paved areas of the site should be swept at least once annually at the end of winter/early spring prior to significant spring rains.

MUNICIPAL REPORTING

The Owner shall retain a qualified post-construction stormwater inspector to inspect the site's stormwater infrastructure. By July 1 of each year, said inspector shall provide a completed and signed certification to the Town's Code Enforcement Officer that the inspection has been completed. The notification shall include a determination of the ongoing maintenance and functionality of the infrastructure, describe any deficiencies, and outline any necessary corrective action taken or recommended to the Owner.

APPPENDIX

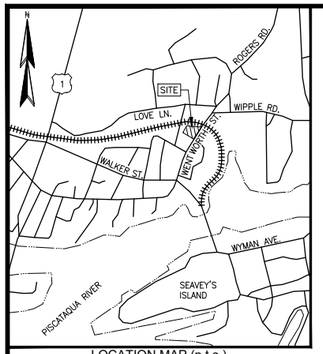
A. Stormwater System Operations and Maintenance Report
B. Site Grading and Drainage Plan

STORM WATER SYSTEM OPERATION AND MAINTENANCE REPORT

General Information			
Project Name	The Foreside Inn		
Owner			
Inspector's Name(s)			
Inspector's Contact Information			
Date of Inspection		**Start Time:**	**End Time:**
Type of Inspection: ☐ Annual Report ☐ Post-storm event ☐ Due to a discharge of significant amounts of sediment			
Notes:			

General Site Questions and Discharges of Significant Amounts of Sediment			
Subject		**Status**	**Notes**
A discharge of significant amounts of sediment may be indicated by (but is not limited to) observations of the following. Note whether any are observed during this inspection:			*Notes/ Action taken:*
1	Do the current site conditions reflect the attached site plan?	❑Yes ❑No	
2	Is the site permanently stabilized, temporary erosion and sediment controls are removed, and stormwater discharges from construction activity are eliminated?	❑Yes ❑No	
3	Is there evidence of the discharge of significant amounts of sediment to surface waters, or conveyance systems leading to surface waters?	❑Yes ❑No	

Permit Coverage and Plans				
#	**BMP/Facility**	**Inspected**	**Corrective Action Needed and Notes**	**Date Corrected**
	Grassed Underdrained Soil Filter	❑Yes ❑No		
	Yard Drains	❑Yes ❑No		
	Drainage Pipes	❑Yes ❑No		
	Plunge Pool	❑Yes ❑No		
	Vegetated Areas	❑Yes ❑No		
	Stormwater Management Gallery (Infiltration Basin)	❑Yes ❑No		
		❑Yes ❑No		



LOCATION MAP (n.t.s.)

EROSION AND SEDIMENT CONTROL NOTES:

1. DO NOT BEGIN CONSTRUCTION UNTIL ALL STATE AND LOCAL PERMITS HAVE BEEN APPLIED FOR AND RECEIVED.
2. THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE. CATCH BASINS, MANHOLES, WATER GATES, ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY PROVIDERS AND GOVERNMENTAL AGENCIES. AS SUCH, THEY ARE NOT INCLUSIVE AS OTHER UTILITIES AND UNDERGROUND STRUCTURES THAT ARE NOT SHOWN ON THE PLANS MAY EXIST. THE ENGINEER, SURVEYOR AND OWNER ACCEPT NO RESPONSIBILITY FOR POTENTIAL INACCURACIES IN THE PLAN AND/OR UNFORESEEN CONDITIONS.
3. PERIMETER SEDIMENT CONTROLS AND CULVERT AND CATCH BASIN INLET PROTECTION MEASURES SHALL BE INSTALLED AFTER TREE CLEARING OPERATIONS HAVE CEASED AND BEFORE ANY STUMPING, GRUBBING OR OTHER EARTH DISTURBANCE.
4. NO EARTHWORK SHALL COMMENCE UNTIL ALL APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES HAVE BEEN INSTALLED. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE PROPERLY MAINTAINED IN GOOD WORKING ORDER FOR THE DURATION OF CONSTRUCTION AND THE SITE IS STABILIZED.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN STANDARDS AND SPECIFICATIONS SET FORTH BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
6. CONTRACTOR SHALL CONTROL DUST BY SPRAYING WATER, SWEEPING PAVED SURFACES, PROVIDING TEMPORARY VEGETATION, AND/OR MULCHING EXPOSED AREAS AND STOCKPILES.
7. GRIND STUMPS AND REUSE GRINDINGS FOR EROSION CONTROL WHERE POSSIBLE. NO STUMPS SHALL BE BURIED ON SITE.
8. ORGANIC FILTER BERMS AND/OR OTHER PERIMETER CONTROLS MAY BE USED IN LIEU OF SILTFENCE IN CERTAIN APPLICATIONS WHEN APPROVED IN WRITING BY THE ENGINEER.
9. THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO PREVENT EROSION, PREVENT SEDIMENT FROM LEAVING THE SITE AND/OR ENTERING WETLANDS AND ENSURE PERMANENT SOIL STABILIZATION.
10. ALL CATCH BASINS AND CULVERTS SHALL BE PROVIDED APPROPRIATE TEMPORARY INLET PROTECTION (SEE DETAILS).
11. ALL EROSION CONTROL BLANKETS AND FASTENERS SHALL BE BIODEGRADEABLE.
12. ALL EROSION CONTROL BLANKETS SHALL BE BY NORTH AMERICAN GREEN OR EQUAL AS APPROVED IN WRITING BY THE ENGINEER.
13. ALL SWALES, STORMWATER PONDS AND THEIR CONTRIBUTING AREAS SHALL BE STABILIZED PRIOR TO DIRECTING RUNOFF TO THEM.
14. ALL DISTURBED AREAS NOT TO BE PAVED OR OTHERWISE TREATED SHALL RECEIVE SIX (6") INCHES OF LOAM, LIMESTONE, FERTILIZER, SEED, AND MULCH USING APPROPRIATE SOIL STABILIZATION TECHNIQUES. SEE DETAILS FOR ADDITIONAL INFORMATION.
15. UPON COMPLETION OF CONSTRUCTION, ALL DRAINAGE INFRASTRUCTURE SHALL BE CLEANED OF ALL DEBRIS AND SEDIMENT.
16. UPON COMPLETION OF CONSTRUCTION, ALL TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE REMOVED AND ANY AREAS DISTURBED BY THE REMOVAL SMOOTHED AND REVEGETATED.
17. ALL DOWNSPOUTS SHALL BE CONNECTED TO "ZURN 191-24 CAST IRON DOWNSPOUT BOOT" OR APPROVED EQUAL.

TEST PIT LOGS:

TP #1	ESHWT:	36"
	REFUSAL:	NONE
	OBSERVED WATER:	60"
TP #2	ESHWT:	NONE
	REFUSAL	5"-32" RIPABLE
	OBSERVED WATER:	NONE
TP #3	ESHWT:	NONE
	REFUSAL:	40"-64"
	OBSERVED WATER:	NONE
TP #4	ESHWT:	NONE
	REFUSAL:	26"-40"
	OBSERVED WATER:	NONE
TP #5	ESHWT:	NONE
	REFUSAL:	55"
	OBSERVED WATER:	NONE
TP #6	ESHWT:	NONE
	REFUSAL:	56"
	OBSERVED WATER:	NONE
TP #7	ESHWT:	NONE
	REFUSAL:	6" RIPABLE
	OBSERVED WATER:	NONE
TP #8	ESHWT:	NONE
	REFUSAL:	16" RIPABLE
	OBSERVED WATER:	NONE
TP #9	ESHWT:	NONE
	REFUSAL:	9" RIPABLE
	OBSERVED WATER:	NONE
TP #10	ESHWT:	NONE
	REFUSAL:	20"-53" RIPABLE
	OBSERVED WATER:	NONE

LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING TEST PIT
- PROPOSED 6" CPE DRAIN
- PROPOSED 6" PERF. UNDERDRAIN
- PROPOSED 6" CPE ROOF LEADER
- PROPOSED 6" CLEANOUT

ALTUS ENGINEERING
133 Court Street
(603) 433-2335
Portsmouth, NH 03801
www.altus-eng.com

NOT FOR CONSTRUCTION

ISSUED FOR: APPROVAL

ISSUE DATE: AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431SITE.dwg

SCALE:
(22"x34") 1" = 10'
(11"x17") 1" = 20'

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
INN RE-DEVELOPMENT
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
STORMWATER MGMT. PLAN

SHEET NUMBER:
C - 3

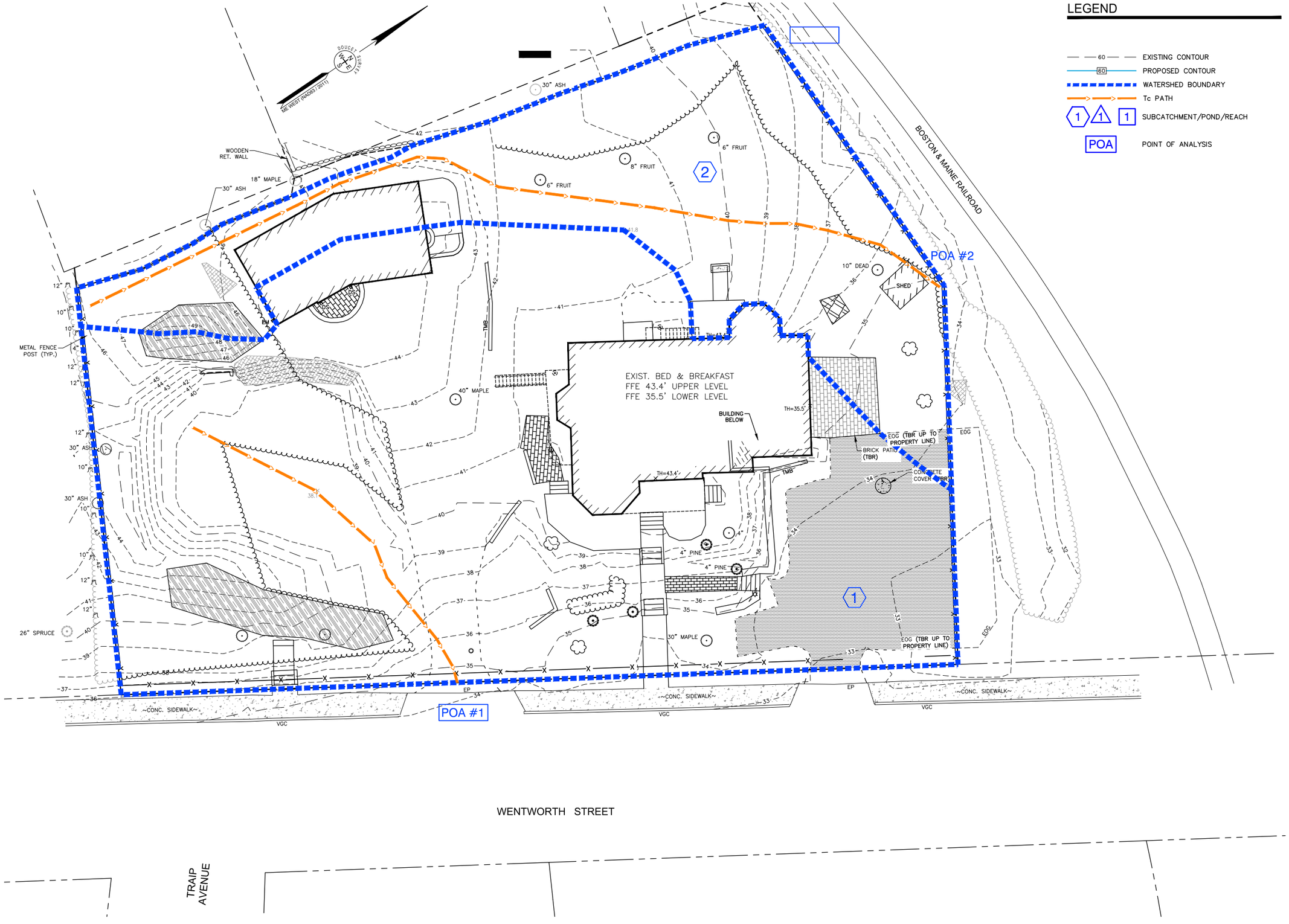
P5431

Section 8

Watershed Plans

Pre-Development Drainage Area Plan
Post-Development Drainage Area Plan

ALTUS
ENGINEERING



ALTUS ENGINEERING
133 Court Street
(603) 433-2335
Portsmouth, NH 03801
www.altus-eng.com

ERIC D. WEINRIEB No. 7634 LICENSED PROFESSIONAL ENGINEER - STATE OF NEW HAMPSHIRE

NOT FOR CONSTRUCTION

ISSUED FOR: APPROVAL

ISSUE DATE: AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	08/24/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5433SITE.dwg

SCALE:
(22"x34") 1" = 10'
(11"x17") 1" = 20'

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

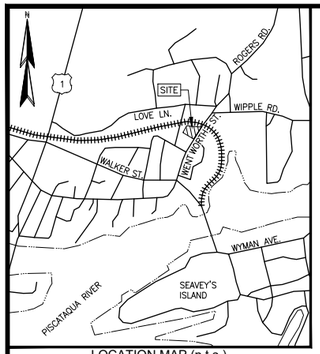
APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
INN RE-DEVELOPMENT
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
PRE-DEVELOPMENT WATERSHED PLAN

SHEET NUMBER:
WS - 1

P5431



LOCATION MAP (n.t.s.)

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- WATERSHED BOUNDARY
- Tc PATH
- SUBCATCHMENT/POND/REACH
- POA — POINT OF ANALYSIS

SCALE: 1 INCH = 10 FT.

ALTUS ENGINEERING

133 Court Street
(603) 433-2335
Portsmouth, NH 03801
www.altus-eng.com

STATE OF NEW HAMPSHIRE
ERIC D. WEINRIEB
No. 7634
LICENSED PROFESSIONAL ENGINEER

NOT FOR CONSTRUCTION

ISSUED FOR: APPROVAL

ISSUE DATE: AUGUST 24, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	07/11/23

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5431SITE.dwg

SCALE:
(22"x34") 1" = 10'
(11"x17") 1" = 20'

OWNER:
NANCY P. BOGENBERGER
29 WENTWORTH STREET
KITTERY, MAINE 03904

APPLICANT:
MADBURY REAL ESTATE VENTURES
401 EDGEWATER PLACE, SUITE 570
WAKEFIELD, MA 01880

PROJECT:
INN RE-DEVELOPMENT
TAX MAP 9
LOTS 37 & 38
27 & 29 WENTWORTH STREET
KITTERY, MAINE

TITLE:
POST-DEVELOPMENT WATERSHED PLAN

SHEET NUMBER:
WS - 2

P5431

TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

27 & 29 Wentworth Street
Kittery, ME 03904

August 25, 2023

RE:Sewer Availability

This letter is to confirm that the sewer system (piping and pumping stations) and the treatment facility has the capacity and ability to handle the increased flow from the project located at 27 & 29 Wentworth Street.

This letter is only confirming the sewer departments capacity, Impact and Entrance Fees will be calculated after the project receives all required approvals.

If you have further questions or concerns, please contact me.

Sincerely Yours

Timothy Babkirk

Timothy Babkirk
Superintendent of Sewer Services
Town of Kittery
200 Rogers Rd
Kittery ME 03904
1-207-439-4646
tbabkirk@kitteryme.org

***Return to**:*

_____
_____
_____

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this **"Declaration"**) is established and made effective as of the _____ day of _____, 2023 (the **"Effective Date"**) by **27 Wentworth Street, LLC**, a Maine limited liability company with a mailing address of 401 Edgewater Place, Suite 570, Wakefield, MA (**"Declarant"**).

BACKGROUND

A. Declarant is the owner of a parcel of land containing approximately 8,913 square feet (0.19 acres) located at 27 Wentworth Street in the Town of Kittery, County of York, Maine, all as more particularly described on Exhibit A to this Declaration (the **"Restricted Property"**).

B. MREV Kittery Inn, LLC, a Maine limited liability company (the **"Co-Developer"**), is the owner of a parcel of land containing approximately 13,389 square feet (0.31 acres) located at 29 Wentworth Street in the Town of Kittery, County of York, Maine, all as more particularly described on Exhibit A to this Declaration (the **"Adjoining Property"**).

C. Declarant and Co-Developer are both wholly owned and managed by Madbury Real Estate Ventures, LLC, a New Hampshire limited liability company, and are jointly developing the Restricted Property and the Adjoining Property, respectively, to consist of a 12-unit inn on each property, with a 13th inkeeper's suite in the inn on the Adjoining Property.

D. Under Section 16.3.2 of the Land Use and Development Code of the Town of Kittery, Maine (**"Kittery Zoning Code"**) an **Inn** is defined as "a commercial place of lodging which contains a dwelling unit occupied by an owner or resident manager, which has 12 or fewer guest rooms".

E. The Town of Kittery, through its Planning Board, has granted Declarant and the Co-Developer their request to waive the requirement that both the Restricted Property and the Adjoining Property each have a separate inn keeper or resident manager as required under the Town of Kittery Zoning Code, subject to the restrictions set forth in this Declaration.

F. Declarant wishes to establish on the Restricted Property, and subject the Restricted Property to, certain Restrictive Covenants (defined below) as more particularly set forth in this Declaration.

G. Declarant wishes to grant to the **Town of Kittery**, a duly organized and existing municipal corporation existing under the laws of the State of Maine and located in the County of

York with a mailing address of 200 Rogers Road, Kittery, Maine 03904 (the **"Town"**), the right to enforce the Restrictive Covenants, as more specifically set forth in this Declaration.

DECLARATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself, its successors and assigns, hereby declares that the Restricted Property, is and at all times during the Term (defined below) shall be subject to and encumbered by the restrictive covenants set forth in this Declaration (collectively, the **"Restrictive Covenants"**), all on the following terms and conditions:

1. Restrictive Covenants. During the Term, the Restricted Property shall be held, transferred, sold, conveyed, and occupied subject to and burdened and encumbered by the following conditions and restrictions:

> In the event the Restricted Property and the Adjoining Property are not under common ownership and control at any time during the Term of this Declaration, and the Restricted Property continues to operate as a an "Inn" as defined in Chapter 16.3.2 of the Kittery Zoning Code, the Restricted Property will be required to comply with all requirements of the Kittery Zoning Code for an Inn, including, without limitation, the requirement that Restricted Property have a separate inn keeper or resident manager.

2. Term. The term of this Declaration (the **"Term"**) shall commence on the Effective Date and shall expire automatically on: (i) any change to the Kittery Zoning Code that eliminates the need for an owner or resident manager of an Inn (as defined in the Kittery Zoning Code) such that the restrictive covenants set forth herein are no longer necessary; (ii) the transfer of either the Restricted Property or the Adjoining Property to persons or entities not under common ownership and control who elect not to operate the Restricted Property as an Inn (within the meaning of the Kittery Zoning Code); or (iii) the agreement of the then current owner of the Restricted Property and the Town to terminate and discharge the restrictive covenants set forth herein (each such event resulting in a **"Termination Date"**). All restrictions, covenants, provisions, obligations, and encumbrances created by and all rights of enforcement established under this Declaration shall terminate and this Declaration shall have no further force or effect on the Termination Date without the necessity of any further action being taken on the part of Declarant and without the necessity of any additional filing in the Registry of Deeds where the Restricted Property is located, or in any other registry or office. Notwithstanding the foregoing, Declarant shall have the right, in Declarant's sole discretion, to execute and record in the applicable registry of deeds a release of the Restrictive Covenants in a form substantially similar to the form attached as Exhibit B to this Declaration. Declarant may not execute or record a release of the Restrictive Covenants prior to the Termination Date. This Declaration may not be amended, altered, released, discharged, or modified without the express written consent of the Town, as evidenced by an instrument recorded in the York County Registry of Deeds.

3. Enforcement. The Town has the right to enforce the Restrictive Covenants against Declarant and against any other owner or holder of any interest in any portion of the Restricted Property for all violations that occur during the Term, even if those violations are not discovered until after the Term. Enforcement may be through the enforcement mechanisms of

the Town including through court order or through any other legal process applicable to the enforcement of restrictive covenants in the State of Maine. Any deed or other instrument transferring any interest in the Restricted Property during the Term shall include a statement in such deed or other instrument that the transfer is subject to the Restrictive Covenants and shall reference this Declaration by its recording information in the York County Registry of Deeds.

4. Binding Nature. The Restrictive Covenants shall operate as an encumbrance upon the Restricted Property and shall "run with the land" for the duration of the Term. The Restrictive Covenants shall bind all current and future owners of any interest in any portion of the Restricted Property, whether or not expressly stated in any deed or instrument of conveyance, for the duration of the Term.

5. Miscellaneous. This Declaration shall be construed and interpreted in accordance with the laws of the State of Maine, without application of any conflict of laws principles. This Declaration shall be recorded in the York County Registry of Deeds.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and delivered as a sealed instrument as of the Effective Date.

DECLARANT:
27 Wentworth Street, LLC
By: Madbury Real Estate Ventures, LLC
Its: Sole Member-Manager

By: _____
Name: Bradley T. McMaster
Title: Manager

STATE OF _____
County of _____, ss. _____, 2023

Then personally appeared the above-named Bradley T. McMaster, in the capacity as Manager of 27 Madbury Real Estate Ventures, LLC, the sole Member-Manager of 27 Wentworth Street, LLC, and acknowledged the foregoing instrument to be the free act and deed of said person in said capacity, and the free act and deed of Madbury Real Estate Ventures, LLC acting as the sole Member-Manager of 27 Wentworth Street, LLC.

Before me,

_____
Notary Public/Maine Attorney-at-Law

Printed Name:_____

EXHIBIT A

Restricted Property

A certain tract of land, with buildings thereon, situated on the westerly side of Wentworth Street in Kittery, York County, State of Maine, and described as follows:

A certain parcel of land being shown as **Lot 37** on a plan entitled "Plan of Land for Madbury Real Estate Ventures of Tax Map 9, Lots 37 and 38, 27 & 29 Wentworth Street, Kittery, Maine" dated; June 15, 2023; scale: 1''= 10'; prepared by: Doucet Survey LLC; recorded at the York County Registry of Deeds in Plan Book 433, Plan No. 3.

Said parcel of land containing 8,319 square feet (0.19 acres), more or less.

Meaning and intending to describe the same premises conveyed to Declarant by Warranty Deed from Nancy P. Bogenberger dated _____, 2023, and recorded in the York County Registry of Deeds on _____, 2023, in Book _____, Page _____.

Adjoining Property

A certain tract of land, with buildings thereon, situated on the westerly side of Wentworth Street in Kittery, York County, State of Maine, being the Easterly part of the homestead of the late Nancy W. Adams, deceased, and described as follows:

A certain parcel of land being shown as **Lot 38** on a plan entitled "Plan of Land for Madbury Real Estate Ventures of Tax Map 9, Lots 37 and 38, 27 & 29 Wentworth Street, Kittery, Maine" dated; June 15, 2023; scale: 1''= 10'; prepared by: Doucet Survey LLC; recorded at the York County Registry of Deeds Plan Book 433, Plan No. 3.

Said parcel of land containing 13,389 square feet (0.31 acres), more or less.

Meaning and intending to describe the same premises conveyed to Declarant by Warranty Deed from Nancy P. Bogenberger dated _____, 2023, and recorded in the York County Registry of Deeds on _____, 2023, in Book _____, Page _____.

EXHIBIT B
Form of Release

RELEASE AND DISCHARGE OF RESTRICTIVE COVENANTS

THIS RELEASE AND DISCHARGE OF RESTRICTIVE COVENANTS (this "Release") is made this _____ day of _____ (the "Release Date") by Weyerhaeuser NR Company, a Washington corporation with a mailing address of 220 Occidental Ave. S., Seattle, Washington 98104 ("Declarant").

BACKGROUND

A. Declarant is the owner of approximately 16,910 acres of land located in Long Pond Township (T3 R1 NBKP), Rockwood Strip West (T2 R1 NBKP), Rockwood Strip East (T1 R1 NBKP), Sandwich Academy Grant Township (T2 R1 NBKP), Taunton & Raynham Academy Grant Township (T1 R1 NBKP), Sandbar Tract Township, Misery Gore Township, Sapling Township (T1 R7 BKP WKR), and Indian Stream Township (T1 R6 BKP EKR), in Somerset County, Maine, and Big Moose Township (T2 R6 BKP EKR), Beaver Cove (TA2 R13 & R14 WELS), Bowdoin College Grant West Township (T8 R10 NWP), and Lily Bay Township (TA R14 WELS), in Piscataquis County, Maine, all as more particularly described on Exhibit A to this Release (collectively, the "Restricted Property").

B. On or about July ____, 2020, Declarant executed and recorded that certain *Declaration of Restrictive Covenants* recorded in Book _____, Page ____ of the Somerset County Registry of Deeds and in Book _____, Page _____ of the Piscataquis County Registry of Deeds (the "Declaration").

C. The Declaration created certain covenants, conditions, and restrictions more particularly described in the Declaration (the "Restrictive Covenants") affecting and as an encumbrance on the Restricted Property, all as set forth in the Declaration.

D. As expressly set forth in the Declaration, the Restrictive Covenants automatically expire as of December 31, 2022 (the "Termination Date").

E. Declarant wishes to definitively terminate the Restrictive Covenants and discharge the Declaration as encumbrances on the Restricted Property, and forever release the Restricted Property from any further force and effect of the Restrictive Covenants and any other provision of the Declaration.

RELEASE AND DISCHARGE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, for itself, its successors and assigns, hereby releases the Restricted Property from the Restrictive Covenants and any further force or effect of the Declaration, and hereby discharges and terminates the Declaration and the Restrictive Covenants, effective as of

the Termination Date. All rights of enforcement arising under or from the Declaration are hereby terminated, except with respect to violations occurring before the Termination Date, even if those violations are not discovered until after the Termination Date, and the Restricted Property shall hereafter be free and clear of the encumbrance of the Restrictive Covenants and the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Release to be executed and delivered as a sealed instrument as of the Release Date.

DECLARANT:
27 Wentworth Street, LLC
By: Madbury Real Estate Ventures, LLC
Its: Sole Member-Manager

By: _____
Name: Bradley T. McMaster
Title: Manager

STATE OF _____
County of _____, ss. _____, 2023

Then personally appeared the above-named Bradley T. McMaster, in the capacity as Manager of 27 Madbury Real Estate Ventures, LLC, the sole Member-Manager of 27 Wentworth Street, LLC, and acknowledged the foregoing instrument to be the free act and deed of said person in said capacity, and the free act and deed of Madbury Real Estate Ventures, LLC acting as the sole Member-Manager of 27 Wentworth Street, LLC.

Before me,

_____
Notary Public/Maine Attorney-at-Law

Printed Name:_____

***Return to**:*

_____

_____

_____

ACCESS AND MUTUAL PARKING EASEMENT AGREEMENT

This Access and Mutual Parking Easement Agreement (this **"Easement Agreement"**) is made and entered into as of the _____ day of _____, 2023, (**"Effective Date"**) by and between the MREV KITTERY INN, LLC, a Maine limited liability company having its offices at 401 Edgewater Place, Suite 570, Wakefield, MA 01880 (**"Grantor"**) and 27 WENTWORTH STREET, LLC, a Maine limited liability company having its offices at 401 Edgewater Place, Suite 570, Wakefield, MA 01880 (the **"Grantee"**). Grantee and Grantor are sometimes referred to herein as a **"Party"** and collectively, as the **"Parties".**

RECITALS

A. Grantor is the owner of certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference, upon which a 12-unit inn with parking is to be constructed (**"Grantor Property"**).

B. Grantee is the owner of certain real property more particularly described on Exhibit B attached hereto and incorporated herein by this reference, which is adjacent to the Grantor Property, and upon which a 12-unit inn with parking is to be constructed (**"Grantee Property"**).

C. Grantor desires to grant to Grantee access across Grantor's Property and the Parties desire to grant to each other easements for the purpose of parking passenger motor vehicles on the portions of their respective properties designated for such use.

D. The Parties desire to confirm the rights and obligations of the Parties with respect to the Mutual Parking Easement and Access Easement (as defined below).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein.

2. Access Easement. Grantor hereby grants and conveys to Grantee a non-exclusive right of access ("**Access Easement")** to, over and across the driveway extending from Wentworth Road for the purposes of accessing the Mutual Parking Easement area and

Grantee's Property in general.

3. Mutual Parking Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement on, over and across the portion of Grantor's Property dedicated to the parking of passenger motor vehicles to accommodate the needs of the occupants, tenants, invitees, customers and guests of Grantee's Property solely for the purpose of parking passenger motor vehicles in the areas dedicated to such use and the ingress and egress thereto and Grantee hereby grants and conveys to Grantor a non-exclusive easement on, over and across the portion of Grantee's Property dedicated to the parking of passenger motor vehicles to accommodate the needs of the occupants, tenants, invitees, customers and guests of Grantor's Property solely for the purpose of parking passenger motor vehicles in the areas dedicated to such use and the ingress and egress thereto (the **"Mutual Parking Easement")**.

4. Maintenance of Mutual Parking and Access Easements. Grantor and its successors and assigns, and Grantee and its successors and assigns, shall share equally in the cost and expense for all maintenance and repair of the Mutual Parking Easement and the Access Easement areas. Neither Grantor nor Grantee shall not erect or maintain, or permit to be erected of maintained, any building or structure of any kind or nature upon the areas comprising the areas comprising the Mutual Parking Easement or the Access Easement without the consent of the other Party.

5. Easement to Run with Land. This Agreement and all other covenants, agreements, rights and obligations created hereby, shall run with Grantor's Property and Grantee's Property, and shall be binding on and inure to the benefit of all persons having or acquiring fee title to Grantor's Property or Grantee's Property, all upon the terms, provisions and conditions set forth herein. The Mutual Parking Easement and the Access Easement and all the rights and obligations of the Grantor and Grantee with respect to the Mutual Parking Easement and the Access Easement set forth herein will commence as of the date hereof and shall continue in perpetuity.

6. Rules and Regulations. In connection with its use of the Mutual Parking Easement and the Access Easement, the Parties and their respective occupants, tenants, invitees, customers, guests, employees, successors and assigns shall comply with all reasonable rules and regulations jointly promulgated by the Parties relating to the use of the Mutual Parking Easement and the Access Easement areas.

7. Limitation on Liability. Grantee agrees that, notwithstanding any provision of this Agreement to the contrary, neither Grantor nor any of Grantor's employees, agents, representatives or assigns shall be personally liable for any breach of or other action related to this Agreement, but rather Grantee shall look solely to Grantor's interest in Grantor's Property. Notwithstanding the foregoing, Grantee acknowledges and agrees that this Section 7 does not grant Grantee any lien or similar rights with respect to Grantor's Property or other assets of Grantor. Grantor agrees that, notwithstanding any provision of this Agreement to the contrary, neither Grantee nor any of Grantee's employees, agents, representatives or assigns shall be personally liable for any breach of or other action related to this Agreement, but rather Grantor shall look solely to Grantee's interest in Grantee's Property. Notwithstanding the foregoing, Grantor acknowledges and agrees that this

Section 7 does not grant Grantor any lien or similar rights with respect to Grantee's Property or other assets of Grantee.

8. Indemnification.

8.1 Grantor Indemnification. Grantor shall indemnify, defend and hold Grantee harmless from and against any liability or expense, including reasonable attorneys' fees, incurred by Grantee: (i) in connection with the failure of Grantor to maintain or repair the portion of the Mutual Parking Easement Area that is located on Grantor's Property; and (ii) in connection with the use by Grantee or its occupants, tenants, invitees, customers, guests, employees, successors and assigns of the Mutual Parking Easement Area that is located on Grantor's Property.

8.2 Grantee Indemnification. Grantee shall indemnify, defend and hold Grantor harmless from and against any liability or expense, including reasonable attorneys' fees, incurred by Grantor: (i) in connection with the failure of Grantee to maintain or repair the portion of the Mutual Parking Easement Area that is located on Grantee's; and (ii) in connection with the use by Grantor or its occupants, tenants, invitees, customers, guests, employees, successors and assigns of the Mutual Parking Easement Area that is located on Grantee's Property.

9. Miscellaneous.

9.1 Counterparts. This Easement Agreement may be executed in several counterparts, and each counterpart shall constitute one agreement binding on all Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart.

9.2 Successors and Assigns. This Easement Agreement shall be binding on Grantor's and Grantee's respective successors and assigns.

9.3 Section Headings. The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Easement Agreement.

9.4 Entire Agreement. This Easement Agreement, together with the Exhibits attached hereto, contain the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto.

9.5 No Rights in Public. Nothing contained herein is intended to dedicate, grant, or reserve to the general public or the public at large or for any public purpose whatsoever, or to permit any member of the general public to acquire any right, by adverse possession, prescription, grant, dedication or otherwise, to possess, use or occupy the Access Easement or Mutual Parking Easement areas, or any portion thereof, said grant, dedication, reservation, or prescriptive rights being expressly denied.

9.6 Governing Law. The terms and provisions of this Easement Agreement shall be construed under and governed by the laws of the State of Maine.

9.7 Waivers. No provision of this Easement Agreement shall be deemed waived except by a writing executed by the Party against whom the waiver is sought to be enforced. No waiver of any provision of this Easement Agreement shall be deemed a continuing waiver of such provision or deemed a waiver of any other provision of this Easement Agreement.

9.8 Notices. All notices, requests, consents and other formal communication between the Parties that are required or permitted under this Easement Agreement (**"Notices"**) shall be in writing and shall be sent to the address for the respective addressee provided in the preamble to this Easement Agreement (each a **"Notice Address"**). Notices shall be (i) delivered personally with a written receipt of delivery, (ii) on the next business day after Notice is sent by a recognized overnight delivery service requiring a written acknowledgment of receipt or providing a certification of delivery or attempted delivery, or (iii) four business days after deposit in the United States mail by certified or registered mail, postage prepaid, return receipt requested. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its Notice Address from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of Notices.

9.9 Amendment. This Easement Agreement may not be amended or terminated except by a written instrument signed by the then-fee-owners of Grantor's Property and Grantee's Property.

9.10 Default. If any Party hereto breaches any provision of this Easement Agreement and fails to cure such breach within 10 days after receipt of written notice thereof, the non-defaulting Party shall have the right to enforce the terms and provisions of this Agreement by any proceeding at law or in equity. The failure by any Party to enforce this Agreement or any term or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

9.11 Attorney Fees. The substantially prevailing Party in any action or arbitration brought to enforce or interpret this Easement Agreement shall be awarded its costs and reasonable attorney's fees (including those of in-house counsel), including for any appellate review.

9.12 Usage of Terms. When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders.

9.13 Waiver of Jury Trial. In connection with any action brought to enforce or interpret this Easement Agreement, both Parties waive the right to a jury trial.

9.14 Authority to Execute. Each person executing this Easement Agreement represents and warrants that it is duly authorized to execute this Easement Agreement by the Party on whose behalf it is so executing.

9.15 Recordation. The Parties shall record, at the shared expense of both Parties, this Easement Agreement in the records of the York County Registry of Deeds. Notwithstanding the foregoing, in the event this Easement Agreement is terminated and either Party desires to record an instrument evidencing such termination, the Parties shall prepare, execute and record, at the shared expense of both Parties, any reasonable instrument necessary to release this Easement Agreement of record.

9.16 Disclaimer of Joint Venture. This Easement Agreement is not intended to create a joint venture, partnership or agency relationship between Grantor and Grantee, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

9.7 Survival. All terms, covenants, releases, and indemnities which are intended to survive termination or expiration of this Easement Agreement shall survive such termination or expiration. Under no circumstances, however, shall the easements granted to Grantor or Grantee pursuant to this Easement Agreement survive any such termination or expiration.

[Signature Page Follows}

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GRANTOR:
MREV KITTERY INN, LLC
By: Madbury Real Estate Ventures, LLC
Its: Sole Member-Manager

By:_____
Bradley T. McMaster, Manager

GRANTEE:
27 WENTWORTH STREET, LLC
By: Madbury Real Estate Ventures, LLC
Its: Sole Member-Manager

By:_____
Bradley T. McMaster, Manager

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Bradley T. McMaster, Manager of Madbury Real Estate Ventures, LLC, which is the sole Member-Manager of MREV Kittery Inn, LLC, who acknowledged that he executed the within instrument for the purposes therein contained.

_____
Notary Public
Print Name:_____
My commission expires:_____

STATE OF _____
COUNTY OF _____

On the ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Bradley T. McMaster, Manager of Madbury Real Estate Ventures, LLC, which is the sole Member-Manager of 27 Wentworth Street, LLC, who acknowledged that he executed the within instrument for the purposes therein contained.

_____
Notary Public
Print Name:_____
My commission expires:_____

EXHIBIT A

Grantor's Property

A certain tract of land, with buildings thereon, situated on the westerly side of Wentworth Street in Kittery, York County, State of Maine, being the Easterly part of the homestead of the late Nancy W. Adams, deceased, and described as follows:

A certain parcel of land being shown as **Lot 38** on a plan entitled "Plan of Land for Madbury Real Estate Ventures of Tax Map 9, Lots 37 and 38, 27 & 29 Wentworth Street, Kittery, Maine" dated; June 15, 2023; scale: 1''= 10'; prepared by: Doucet Survey LLC; recorded at the York County Registry of Deeds Plan Book 433, Plan No. 3.

Said parcel of land containing 13,389 square feet (0.31 acres), more or less.

Meaning and intending to describe the same premises conveyed to Declarant by Warranty Deed from Nancy P. Bogenberger dated _____, 2023, and recorded in the York County Registry of Deeds on _____, 2023, in Book _____, Page _____.

EXHIBIT B

Grantor's Property

A certain tract of land, with buildings thereon, situated on the westerly side of Wentworth Street in Kittery, York County, State of Maine, and described as follows:

A certain parcel of land being shown as **Lot 37** on a plan entitled "Plan of Land for Madbury Real Estate Ventures of Tax Map 9, Lots 37 and 38, 27 & 29 Wentworth Street, Kittery, Maine" dated; June 15, 2023; scale: 1''= 10'; prepared by: Doucet Survey LLC; recorded at the York County Registry of Deeds in Plan Book 433, Plan No. 3.

Said parcel of land containing 8,319 square feet (0.19 acres), more or less.

Meaning and intending to describe the same premises conveyed to Declarant by Warranty Deed from Nancy P. Bogenberger dated _____, 2023, and recorded in the York County Registry of Deeds on _____, 2023, in Book _____, Page _____.

The Foreside Inn

Kittery, ME

1 inch = 137 Feet

0 137 275 412

August 22, 2023

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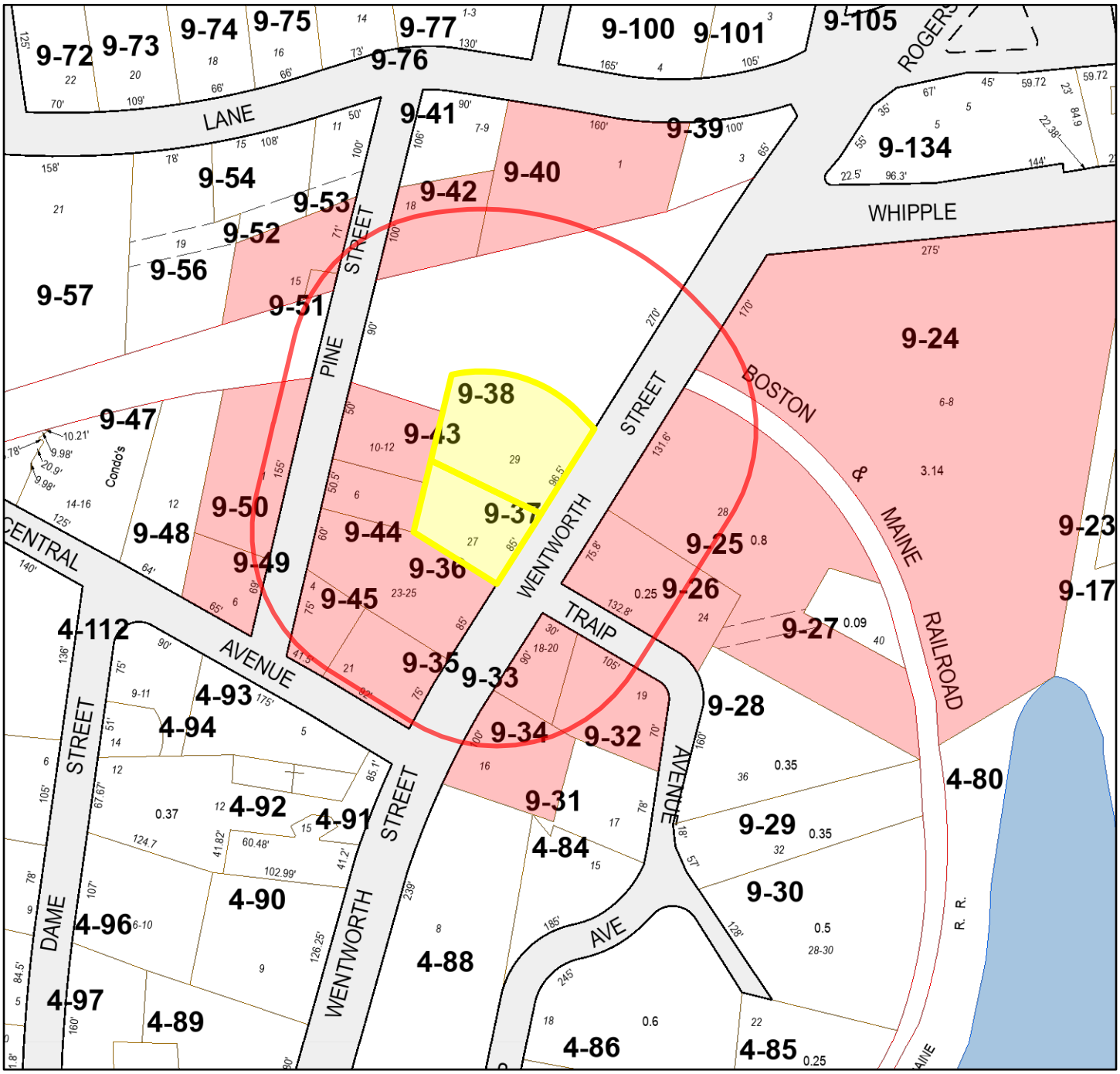
www.cai-tech.com



Water-poly
Map - Lot Labels
Right of Way
Cemetery
Dashed Road

150 foot Abutters List Report

Kittery, ME
August 22, 2023

Subject Properties:

Parcel Number:	9-37	Mailing Address:	BOGENBERGER, NANCY P
CAMA Number:	9-37		BOGENBERGER, NANCY P
Property Address:	27 WENTWORTH STREET		29 WENTWORTH STREET
			KITTERY, ME 03904-1720

Parcel Number:	9-38	Mailing Address:	BOGENBERGER, NANCY P
CAMA Number:	9-38		BOGENBERGER, NANCY P
Property Address:	29 WENTWORTH STREET		29 WENTWORTH STREET
			KITTERY, ME 03904-1720

Abutters:

Parcel Number:	9-24	Mailing Address:	R C BISHOP OF PORTLAND R C BISHOP OF PORTLAND
CAMA Number:	9-24		510 OCEAN AVENUE
Property Address:	6-8 WHIPPLE ROAD		PORTLAND, ME 04103

Parcel Number:	9-24	Mailing Address:	SAINT RAPHAELS CHURCH SAINT RAPHAELS CHURCH
CAMA Number:	9-24A		6 WHIPPLE ROAD
Property Address:	6-8 WHIPPLE ROAD		KITTERY, ME 03904-1739

Parcel Number:	9-25	Mailing Address:	KOLK, MARTIN H & WOLFE, KYLE A
CAMA Number:	9-25		KOLK, MARTIN H & WOLFE, KYLE A
Property Address:	28 WENTWORTH STREET		28 WENTWORTH STREET
			KITTERY, ME 03904-1721

Parcel Number:	9-26	Mailing Address:	ELBROCH, VICTORIA TR ELBROCH, VICTORIA TR
CAMA Number:	9-26		24 WENTWORTH STREET
Property Address:	24 WENTWORTH STREET		KITTERY, ME 03904

Parcel Number:	9-32	Mailing Address:	NIELSEN, CAROLYN NIELSEN, CAROLYN
CAMA Number:	9-32		19 TRAIP AVENUE
Property Address:	19 TRAIP AVENUE		KITTERY, ME 03904

Parcel Number:	9-33	Mailing Address:	WILSON FAMILY IRR. KITTERY TRUST
CAMA Number:	9-33		WILSON FAMILY IRR. KITTERY TRUST
Property Address:	18-20 WENTWORTH STREET		37 HUNTINGTON WAY
			KITTERY, ME 03904

Parcel Number:	9-34	Mailing Address:	DENNETT, FRANK A DENNETT, FRANK A
CAMA Number:	9-34		272 ROLLINGWOOD DRIVE
Property Address:	16 WENTWORTH STREET		ELIOT, ME 03903

Parcel Number:	9-35	Mailing Address:	FITZGERALD TR, CARL E FITZGERALD TR, CARL E
CAMA Number:	9-35		21 WENTWORTH STREET
Property Address:	21 WENTWORTH STREET		KITTERY, ME 03904-1720

Parcel Number:	9-36	Mailing Address:	FAIR TIDE FAIR TIDE
CAMA Number:	9-36		4 PINE GROVE LANE
Property Address:	23-25 WENTWORTH STREET		YORK, ME 03909

150 foot Abutters List Report

Kittery, ME
August 22, 2023

Parcel Number:	9-40	Mailing Address:	RANDLETT, RUTH RANDLETT, RUTH 1 LOVE LN KITTERY, ME 03904
CAMA Number:	9-40		
Property Address:	1 LOVE LANE		
Parcel Number:	9-42	Mailing Address:	KEITH H. & MARY S. SIMPSON TR 2017 KEITH H. & MARY S. SIMPSON TR 2017 69 CAMP SCHOOL ROAD WOLFEBORO, NH 03894
CAMA Number:	9-42		
Property Address:	18 PINE STREET		
Parcel Number:	9-43	Mailing Address:	HARRISON-GREEN, LLC HARRISON-GREEN, LLC C/O UNIVERSAL PROPERTY MANAGEMENT 750 LAFAYETTE RD #201 PORTSMOUTH, NH 03801
CAMA Number:	9-43		
Property Address:	10-12 PINE STREET		
Parcel Number:	9-44	Mailing Address:	TUTTLE, LINDA S TUTTLE, LINDA S 6 PINE STREET KITTERY, ME 03904-1714
CAMA Number:	9-44		
Property Address:	6 PINE STREET		
Parcel Number:	9-45	Mailing Address:	MUCCIO, FRANK MUCCIO, FRANK 4 CENTRAL AVENUE KITTERY, ME 03904-1707
CAMA Number:	9-45		
Property Address:	4 CENTRAL AVENUE		
Parcel Number:	9-49	Mailing Address:	WRIGHT, MATTHEW DAVID WRIGHT, MATTHEW DAVID 6 CENTRAL AVENUE KITTERY, ME 03904
CAMA Number:	9-49		
Property Address:	6 CENTRAL AVENUE		
Parcel Number:	9-50	Mailing Address:	FULTON, TIMOTHY FULTON, TIMOTHY 1 PINE STREET KITTERY, ME 03904
CAMA Number:	9-50		
Property Address:	1 PINE STREET		
Parcel Number:	9-51	Mailing Address:	MCCALLION, JANINE MCCALLION, JANINE 15 PINE STREET KITTERY, ME 03904
CAMA Number:	9-51		
Property Address:	PINE STREET		
Parcel Number:	9-52	Mailing Address:	MCCALLION, JANINE MCCALLION, JANINE 15 PINE STREET KITTERY, ME 03904-1713
CAMA Number:	9-52		
Property Address:	15 PINE STREET		

ALTUS ENGINEERING

Civil
Site Planning
Environmental
Engineering

133 Court Street
Portsmouth, NH
03801-4413

August 24, 2023

Re: The Foreside Inn
Map 9 Lots 37 & 38
27 & 29 Wentworth Street
Kittery, Maine

Dear Abutter:

This letter is to notify you that Madbury Real Estate Ventures, is permitting the redevelopment of two (2) parcels identified as Tax Map 9, Lots 37 & 38, located at 27 & 29 Wentworth Street. The applicant proposes to construct a 12-unit inn on each parcel with a 13th innkeeper's suite unit on 29 Wentworth Street. Both inns will share an 18-space parking lot and access drive on 29 Wentworth Street. The structure at 27 Wentworth will be demolished with a new building constructed closer to the street. The property at 29 Wentworth will be partially demolished during renovation with the intention to maintain the original 1800's era structure.

Plans are available for public review at the Planning Department in the Kittery Town Hall at 200 Rogers Road. Also, you may track the application's progress by reviewing Planning Board meeting dates, agendas and minutes on the internet. Please go to internet address www.kitteryme.org and on the left hand side of the web page, click on "Agendas and Meetings" and then on the appropriate date.

Otherwise you may contact the Town Planning Department at 207-475-1323.

Sincerely,

Ronald M. Beal, P.E.
Project Engineer

RMB\edw\5431.03c Abut.notice.ltr.docx

CERTIFIED MAIL

TOWN OF KITTERY, MAINE
TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904
PHONE: (207) 475-1323 - FAX: (207) 439-6806
www.kittery.org

APPLICATION: SITE PLAN REVIEW

FEE FOR SITE PLAN REVIEW:	☐ **$300. 00 PLUS THE GREATER OF:**	☐ **$50/USE OF UNIT; 0R**	☐ **$5.00/100 SQ FT OF GROSS FLOOR AREA**	**Application Fee Paid:** $_____ Date:_____ **ASA Fee Paid:** (TITLE 3.3 TOWN CODE) $_____ Date:_____
		☐ **$0.50/LINEAR FOOT OF DOCK, SLIP & FLOAT; OR**	☐ **$20.00/ UNIT INTENDED TO PROVIDE OVERNIGHT SLEEPING ACCOMODATIONS**	

PROPERTY DESCRIPTION	**Parcel ID**	**Map**	9	**Lot**	37 & 38	**Zone:** MU-KF **Base:** _____ **Overlay:** _____ **MS4:** ___ YES ____ NO		**Total Land Area (Square Feet)**	21,708 sf
	Physical Address	27 & 29 Wentworth Street							

PROPERTY OWNER'S INFORMATION	**Name**	Nancy P. Bogenberger	**Mailing Address**	29 Wentworth Street Kittery, Maine 03904
	Phone	207-439-1489		
	Fax			
	Email			
APPLICANT'S AGENT INFORMATION	**Name**	Taylor McMaster	**Name of Business**	Madbury Real Estate Ventures
	Phone	617-290-1269	**Mailing Address**	401 Edgewater Place Suite 570 Wakefield, MA 01880
	Fax			
	Email	tmcmaster@madburycapital.com		

PROJECT DESCRIPTION

Existing Use:

Enchanted Nights is an 8-bedroom bed and breakfast on 29 Wentworth Street with a three bedroom house on 27 Wentworth Street.

Project Name: Inn Redevelopment

Proposed Use:

Proposed plan is to construct a 12-unit inn on each property, with a 13th innkeeper's suite built on 29 Wentworth. Both inns would share a 18-space parking lot and a driveway on 29 Wentworth. The property on 27 Wentworth would be demolished, with the new building constructed closer to the street while maintaining the minimum 10' yard setback. The property at 29 Wentworth would be partially demolished during renovation, with the intention of maintaining the original 1800's era structure.

WAIVER REQUEST

	Ordinance Section	Describe why this request is being made.
DESCRIPTION	****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.
	16.4.25.i	Request waiver of an open space of 40% minimum to provide amenities for the guest.
	16.7.11.C.3.a	Request waiver for minimum 12" drain pipe; only proposing roof leaders and underdrain pipes.

Related Kittery Land Use Code concerning waivers and modifications:

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.

16.7.4.1 Objectives Met. 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.

I certify that, to the best of my knowledge, the information provided in this application is true and correct and will not deviate from the plans submitted without notifying the Kittery Planning Department of any changes.			
Applicant's Signature:		**Owner's Signature:**	see Letter of Authorization
Date:		**Date:**	6/01/23

COMPLETED BY OFFICE STAFF

ASA CHARGE	AMOUNT	ASA CHARGE	AMOUNT
REVIEW		**SERVICES**	
LEGAL FEES (TBD)		RECORDER	$35
ENGINEERS REVIEW (TBD)		FACT FINDING (TBD)	
ABUTTER NOTICES		3RD PARTY INSPECTIONS (TBD)	
POSTAGE	$20	OTHER PROFESSIONAL SERVICES	$50
LEGAL NOTICES		**PERSONNEL**	
ADVERTISING	$300	SALARY CHARGES IN EXCESS OF 20 HOURS	
SUPPLIES			
OFFICE	$5		
SUB TOTAL		SUB TOTAL	
		TOTAL ASA REVIEW FEES	

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Keith & Mary Simpson Tr 2017
69 Camp School Road
Wolfboro, NH 03894

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Ruth Randlett
1 Love Lane
Kittery, ME 03904

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City, State, Z

Fair Tide
4 Pine Grove Lane
York, ME 03909

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City, State

Carl Fitzgerald Trust
21 Wentworth Street
Kittery, ME 03904-1720

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City, St

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c/o Universal Property Mgmt.
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Portsmouth, NH 03801

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Street an
City, Stat

Linda's Tuttle
6 Pine Street
Kittery, ME 03904-1714

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Street and Apt.: 1 Pine Street
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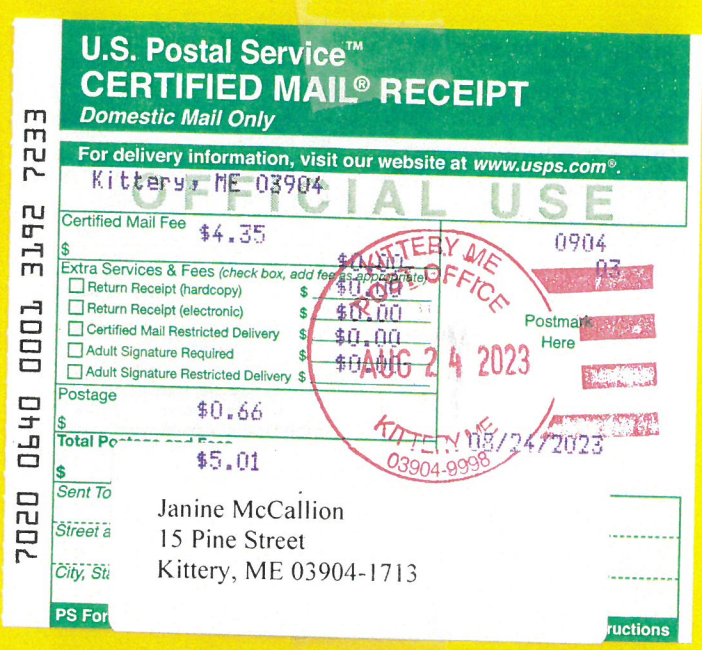

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Street and Apt.: 15 Pine Street
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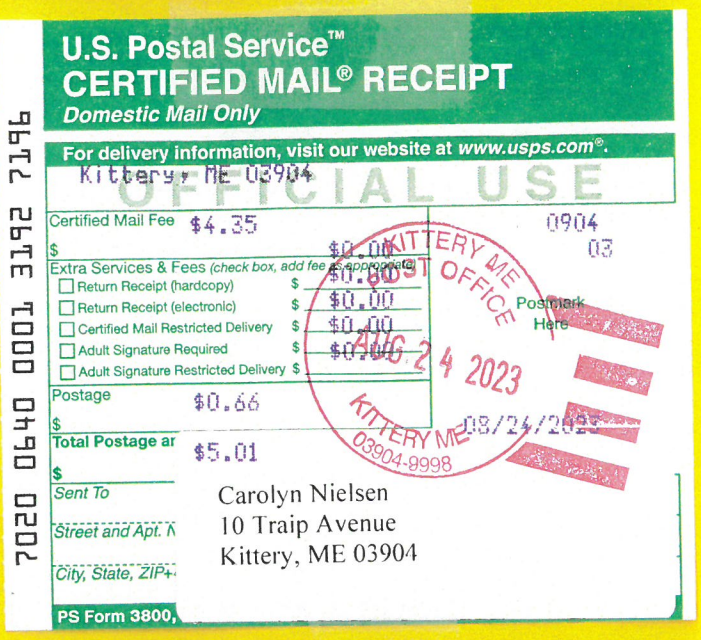

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Total Postage and Fees $5.01

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City, State, ZIP+4: Kittery, ME 03904

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Eliot, ME 03903

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Sent To: Frank A. Dennett
Street and Apt. No.: 272 Rollingwood Drive
City, State, ZIP+4: Eliot, ME 03903

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