

Town of Kittery Planning Board Meeting June 24, 2021

459 U.S. Route 1—Major Modification Review to a Master Site Development Plan and Subdivision / Site Plan

Action: Continue to a subsequent meeting; approve or deny plan; Pursuant to §16.10.9.1.D *Approved plan expiration* and §16.10.9.3 *Modifications to approved plan* and of the Town of Kittery Land and Use Development Code, owner/applicant Middlesex Land Holdings, LLC requests approval for both an extension to an approved subdivision plan and a major modification to an approved Master Site Development and Subdivision plan proposing to reduce the residential dwelling unit count from 44 (32 age-restricted; 12 non-age-restricted) to 32 (16 age-restricted; 16 non-age-restricted) dwelling units within 8 buildings and make associated improvements on real property with an address of 459 U.S. Route 1, Tax Map 60, Lot 24, in the Mixed-Use (MU) Zone.

PROJECT TRACKING

REQ'D	ACTION	COMMENTS	STATUS
YES	Final Plan Review and Decision	February 14, 2019	APPROVED
YES	Minor Modification and Hotel Design Review (condition of approval)	December 19, 2019	APPROVED
NO	Major Modification	Set for February 27, 2020	APPROVED
NO	Sketch Plan Acceptance/Approval	October 22, 2020; December 10, 2020	APPROVED
NO	Major Modification	April, 8 2021 (cont.) April 22,2021,(cont.) May 13, (cont.) May 27, June 24, 2021	PENDING
<p>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. <u>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.</u></p>			

April 8, 2021 PRN

Project Introduction

Before the Planning Board (“Board”) is a major modification application to the master site development and subdivision/site plan stemming from a sketch review approval from the Planning Board at their December 10, 2020 meeting prior thereto, the Planning Board approved a modified plan on February 27, 2020. The original approval comprised a 112 room hotel parallel to U.S. Route 1 and 44 dwelling units (32 age-restricted; 12 non-age-restricted) located in the lot’s rear section along with shared access ways, utilities, open space, stormwater and pedestrian infrastructure. Given recent market changes, demand shifts and the cost of construction materials, the applicant developing the residential lot is proposing to amend the approved plans to reduce the number of dwelling units and reconfigure stormwater infrastructure and other site elements that accommodate the new design and use. Moreover, considering the number of buildings are expanding from four (4) to eight (8), the applicant has submitted new architectural plans for the Board to review. The current modification plan appears to make slight changes within the lot containing the hotel as described herein.

Staff Commentary and Analysis

The significant elements changing in this current plan rendition are the quantity and design of the residential units and buildings as well as some minor stormwater, vehicular and communal infrastructure. It appears the dwelling unit count will reduce from 44 to 32 dwelling units, yet still maintaining its mixed-use residential characteristics by remaining both elderly and non-age-restricted housing. While the total unit count is reducing, the non-age-restricted dwelling units is increase by four (4) units. The density

calculations appear to comply with §16.3.2.13 D. Note 2 & 3 *Standards*¹. Other improvements incorporated into the plan are a 448-sf community center along the entrance way into the residential development and a community garden next to the grilling pick nick area abutting the hotel parking lot. As for the utilities and road infrastructure, they have change slightly in configuration to accommodate the new type of buildings being proposed. There appears to be no issues with their current arrangement or architectural elements, but concerning the site's water infrastructure, the Board should inquire whether the unit owners on the northern side of the middle buildings will have access to their water meters as it appears the water pipes enter into the southernmost units only.

As stated previously, the architecture of the buildings is changing. It is unclear who will have access to the ground floor space of the perimeter buildings. The Board should have the applicant explain the layout of the new buildings to understand more precisely the areas of ownership. As for traffic volume, it appears the reduction of units corresponds with a decrease in vehicular volume, totaling 162 trips (dwelling units only) per day. This is a 28 trip reduction from the originally approved plan. A major element that appears to be missing from the plan are areas dedicated for snow storage, albeit Note 10 on sheet one states that all snow that cannot be stored in their designated locations will be trucked off site. The Board should have the applicant demonstrate their intended locations to determine adequacy of storage space.

As for community amenities, it appears that the volleyball/badminton court and pavilion abutting the hotel parking lot were deleted from the proposed plan and replaced with an expanded grill space and a new community garden. The Board should inquire the reasons for their removal and in what way the proposed layout will achieve better community interaction and placemaking than from what was previously approved. There appears to be an addition of a storage unit off the hotel parking lot as well. The Board should inquire why it was added, who will benefit from it use, and determine if it's appropriate for that location and the site in general. Moreover, it appears a patio was added to the pool area of the hotel.

As regards landscaping, the residential area of the plan has change. It appears the landscaping satisfies the requirements of the ordinance, but the Board should inquire into the intended species designated as "small flowering trees" and determine if the proposed trees will be appropriate for the site. As for stormwater, it appears to satisfy the local and state requirements. That being said, the Board is still waiting on CMA's report to confirm this.

The Technical Review Committee reviewed this project and had no major issues with the proposed amendments. The one issue that did arise during the review was the timing on the infrastructure installation. The Town recently has been made aware that MaineDOT will be paving US Route 1 starting in 2022. Given the situation, it is imperative that all utility and infrastructure work be installed prior to the repaving of US Route 1 as a 5-year no disturbance moratorium will be placed onto US Route 1. Given the situation, the Technical Review Committee has recommended that all infrastructure that will affect US Route 1 shall be installed prior to the issuance of a Certificate of Occupancy of any of the dwelling units.

Another issue that has emerged is the current permit's status. The Board should inquire when the applicants intend on finishing all the site work, as there is a two-year time requirement to finish all work after the

¹ **NOTE 2:** For dwelling units that are part of a mixed-use building and are connected to the public sewerage system, one dwelling unit is allowed for each 10,000 square feet of buildable land area. Within the Resource Protection and Shoreland Overlay Zones, one dwelling unit is allowed for each 40,000 square feet of land area within these zones. If the parking for the residential units is encompassed within the building, the minimum required buildable land area per dwelling unit is reduced to 7,500 square feet, except in the Resource Protection and Shoreland Overlay Zones where the area per dwelling unit remains 40,000 square feet.

NOTE 3: For elderly housing dwelling units that are connected to the public sewerage system, one dwelling unit is allowed for each 15,000 square feet of buildable land area. Within the Resource Protection and Shoreland Overlay Zones, one dwelling unit is allowed for each 40,000 square feet of land within these zones. If the parking for the elderly units is encompassed within the building, the minimum required buildable land area per dwelling unit is reduced to 10,000 square feet, except in the Resource Protection and Shoreland Overlay Zones where the area per dwelling unit remains 40,000 square feet.

demolishing activity has commenced. The Board should consider extending the permit so that the applicant does not have to come back for an extension request.

Overall, the density and use intensity appears to have decreased with the proposed application and the net residential calculations appear to be in compliance. After the Board receives clarification and satisfactory answers on the above-mentioned issues, or any other issues that may arise during the course of this review, the Board should consider motion to vote on the application.

April 15, 2021 Update:

On April 15, 2021, the Planning Department around 5:00 pm received an updated plan set from the applicant. Typically, this would not meet the Board's submission deadline, however, given that the Board continued the application to this meeting, the application needed to be on the agenda. Included in the Board's packets are an updated plan set and CMA's review letter of the initial plan set.

On April 7, 2021, CMA Engineer Inc. submitted their review on the proposed amendments, commenting that the proposed amendments by in large appeared to be acceptable and compliant with the Land Use and Development Code. The areas of most concern in their analysis were relative to the stormwater amendments and the adequacy of the roadway. While, generally, the proposed amendments to the stormwater infrastructure appeared to be acceptable, some attributes and calculations for certain sized storm events were absent from the updated analysis. As regards the roadway, it appears its design is acceptable to accommodate the proposed amount traffic, albeit there is some concern about its design from CMA due to incomplete information. The Board should have the applicant provide the missing stormwater information for further review by CMA in order to determine compliance and suitability and decide if more information on the roadway is needed.

May 6, 2021 Update:

At the April 22, 2021 meeting, the applicant was requested by the Planning Board to submit a revised homeowner's association condominium documentation describing the division of responsibility to maintain the stormwater infrastructure, procedures on snow removal, and other shared responsibilities between the HOA and the hotel. Moreover, the application was requested to submit a final master site development plan depicting all the changes proposed. As of May 5, 2021, nothing was submitted for review and planning staff inquired with the applicant whether they wanted to continue the application to a following meeting. In response, the applicant would like to continue the application, but wants the chance to speak to the Board in order to obtain some clarification on a few items before an act to continue the meeting is made.

June 24, 2021 Update:

Since the last time the Planning Board last reviewed this application, it requested the applicant to complete the following tasks:

1. Have the HOA Documents and Road Maintenance agreements review by the Town Attorneys;
2. Revise the construction schedule of the infrastructure along US Route 1 to align or occur prior to MaineDOT's construction scheduled;
3. Get final approval from DEP on the stormwater calculations;

The applicant appears to have satisfied the first two request but not the third. The reason for this, based on the testimony at the May 27, 2021 meeting, is because DEP recently lost some personnel who typically reviews the majority of the stormwater plans; therefore, the applicant is unable to provide documentation of final approval for the amendments. It is the opinion of staff that this should not hold up any decision on

the application as the furnishing of the DEP approval letter prior to the issuance of a building permit can be made as a condition of approval by the Board.

As regards the first two items, the Town Attorney made minor corrections to the HOA and deed and found them road maintenance and assignment and assumption agreements acceptable. As for the updated construction schedule, the applicant as provided a document that depicts the anticipated timeline of construction. The Board should determine if this format is satisfactory.

The last item of concern is in regard to the permit extension request. The Board should inquire the amount of time required to complete both projects and determine how much more additional time to allot. Also, it appears that construction of the hotel is to commence at a later point than the condominium association. The Board should discuss with the applicant what will take place on the lot while it lays vacant and if any temporary measures to improve public safety and visual appearance is necessary.

Planning Board Procedural Steps and Considerations

At this juncture, the Board can continue the application to the July 8, 2021 meeting if more information is required or time to consider the application is necessary. If further time to review the application is not necessary, the Board should consider moving the application to a final vote.

Recommended Motions

Below are recommended motions based upon how the Board would like to proceed:

Continuing the modification plan application

Move to continue the Permit Extension and Modification Plan application for a Master Site Development and Subdivision plan to the July 8, 2021 meeting from owner/applicant Middlesex Land Holdings, LLC requesting approval to reduce the residential dwelling unit count from 44 (32 age-restricted; 12 non-age-restricted) to 32 (16 age-restricted; 16 non-age-restricted) dwelling units within 8 buildings and make associated improvements on real property with an address of 459 U.S. Route 1, Tax Map 60, Lot 24, in the Mixed-Use (MU) Zone.

Vote to approve extension and modification plans

Move to approve the Permit Extension and Modification Plan application to a Master Site Development and Subdivision plan from owner/applicant Middlesex Land Holdings, LLC requesting approval to reduce the residential dwelling unit count from 44 (32 age-restricted; 12 non-age-restricted) to 32 (16 age-restricted; 16 non-age-restricted) dwelling units within 8 buildings and make associated improvements on real property with an address of 459 U.S. Route 1, Tax Map 60, Lot 24, in the Mixed-Use (MU) Zone with the following conditions:

- 1. Prior to the issuance of any certification of occupancies for any of the proposed buildings, all infrastructure that affects US Route 1 must be installed.*
- 2. The approved plan shall be extended for a total of ____ years.*

FINDINGS OF FACT

UNAPPROVED

For 459 Route 1

Subdivision / Site Plan Review Major Modification

Note: This approval by the Planning Board constitutes an agreement between the Town and the Developer incorporating the Development plan and supporting documentation, the Findings of Fact, and all waivers and/or conditions approved and required by the Planning Board.

WHEREAS: Owner/applicant Middlesex Land Holdings, LLC requesting approval to extend an approved plan and to reduce the residential dwelling unit count from 44 (32 age-restricted; 12 non-age-restricted) to 32 (16 age-restricted; 16 non-age-restricted) dwelling units within 8 buildings and make associated improvements on real property with an address of 459 U.S. Route 1, Tax Map 60, Lot 24, in the Mixed-Use (MU) Zone

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NO	Sketch Plan Acceptance/Approval	October 22, 2020; December 10, 2020	APPROVED
NO	Second Major Modification	April, 8 2021 (cont.) April 22,2021,(cont.) May 13, (cont.) May 27, June 24, 2021	PENDING

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.**

Hereinafter the "Development,"

And pursuant to the Plan Review meetings conducted by the Planning Board as duly noted in the Plan Review Notes dated 6/24/2021;

And pursuant to the application, plans and other documents considered to be a part of the plan approval by the Planning Board in this finding consist of the following { as noted in the Plan Review Notes prepared for 6/24/2021} (hereinafter the "Plan"):

1. Major Plan Modification Application with Municipal Impact Statement, Attar Engineering, Inc., dated 3/12/2021
2. Response letter from Attar Engineering, Inc., dated 4/22/2021
3. Overall Site Plan and associated plan set, Sheets 1.1 – 1.5; Sheets 2.1, 3.1 & 3.2, 4.1; Attar Engineering, dated 1/18/2018; revised 02/21/2021
4. Site Details, Sheets 5.1 – 5.3; Attar Engineering, dated 1/18/2018; revised 02/21/2021; Sheets 6.1, Subdivision Plan, Anderson Livingston Engineers, Inc., dated September 14, 2007 & 6.2 Landscaping Plan, Attar Engineering, dated 02/08/2018; revised 02/21/2021; 8.1 Photometric Plan, Attar Engineering, dated 4/11/2018; revised 01/24/2019

- 5. Stormwater Management Study and Plans, Sheets 7.1 Stormwater: Existing Conditions & Sheet 7.2 Stormwater: Proposed Conditions, Attar Engineering, Inc., study dated January 24, 2019, plans dated 02/08/2018; last revised 3/16/2021
- 6. Building Design and Floor Plans – 12 Unit Multi-Family Residential Building, Gavin and Sullivan Architects, Inc., dated March 16, 2021
- 7. Master Site Development Plat, Attar Engineering, Inc., dated 2/21/2021
- 8. CMA Engineers Inc. Review Letter, dated 4/7/2021

NOW THEREFORE, based on the entire record before the Planning Board as and pursuant to the applicable standards in the Land Use and Development Code, the Planning Board makes the following factual findings as required by section §16.10.8.3.4 and as recorded below:

FINDINGS OF FACT
Action by the Planning Board must be based upon findings of fact which certify or waive compliance with all the required standards of this Code, and which certify the development meets the following requirements:
A. Development Conforms to Local Ordinances.
<i>The proposed development conforms to a duly adopted comprehensive plan as per adopted provisions in the Town Code, zoning ordinance, subdivision regulation or ordinance, development plan or land use plan, if any. In making this determination, the municipal reviewing authority may interpret these ordinances and plans.</i>
Finding: The proposed development conforms to the primary objective of the comprehensive plan for economic development as it seeks to redevelop an abandoned commercial property with mixed use. The site plan and subdivision plans comply with the provisions of Title 16.
Conclusion: This standard appears to be met.
Vote of __ in favor __ against __ abstaining
B. Freshwater Wetlands Identified.
<i>All freshwater wetlands within the project area have been identified on any maps submitted as part of the application, regardless of the size of these wetlands.</i>
Finding: Wetlands have been delineated and are depicted on the overall site plan.
Conclusion: This standard appears to be met.
Vote of __ in favor __ against __ abstaining
C. River, Stream or Brook Identified.
<i>Any river, stream or brook within or abutting the proposed project area has been identified on any maps submitted as part of the application. For purposes of this section, “river, stream or brook” has the same meaning as in 38 M.R.S. §480-B, Subsection 9.</i>
Finding: A small portion of Stream Protection District (Shoreland Overlay) is identified and depicted on the overall site plan.
Conclusion: This standard appears to be met.
Vote of __ in favor __ against __ abstaining
D. Water Supply Sufficient.

<i>The proposed development has sufficient water available for the reasonably foreseeable needs of the development.</i>
E. Municipal Water Supply Available.
<i>The proposed development will not cause an unreasonable burden on an existing water supply, if one is to be used.</i>
Finding: The Kittery Water District has the capacity to supply municipal water service for both domestic and fire protection purposes to the proposed development.
Conclusion: This standard appears to be met.
Vote of __ in favor __ against __ abstaining
F. Sewage Disposal Adequate.
<i>The proposed development will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services if they are utilized.</i>
Finding: By letter from the Town's Superintendent of Wastewater Services, the Town sanitary sewer service is available for the proposed development and the sewer system will have the capacity and ability to handle the discharge flow estimates.
Conclusion: This standard appears to be met.
Vote of __ in favor __ against __ abstaining
G. Municipal Solid Waste Disposal Available.
<i>The proposed development will not cause an unreasonable burden on the municipality's ability to dispose of solid waste, if municipal services are to be used.</i>
Finding: Solid waste disposal will either be by contracted curb-side pick-up or residents may elect to utilize the Town Resource Recovery Facility. The proposed development will not burden the facility.
Conclusion: This standard appears to be met.
Vote of __ in favor __ against __ abstaining
H. Water Body Quality and Shoreline Protected.
<i>Whenever situated entirely or partially within two hundred fifty (250) feet of any wetland, the proposed development will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.</i>
Finding: A 100' setback from the northern wetland will become a no cut, no disturb area and will remain undeveloped and undisturbed in perpetuity, including no mowing or removal of any vegetation without a permit from the Code Enforcement Officer.
Conclusion: This standard appears to be met.
Vote of __ in favor __ against __ abstaining
I. Groundwater Protected.
<i>The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.</i>
Finding: The proposed development will be serviced by Town sewer. The runoff from developed areas on site will receive treatment in USF ponds prior to being discharged into on-site wetlands.

<u>Conclusion:</u> This standard appears to be met.
Vote of __ in favor __ against __ abstaining
J. Flood Areas Identified and Development Conditioned.
<i>All flood-prone areas within the project area have been identified on maps submitted as part of the application based on the Federal Emergency Management Agency’s Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant. If the proposed development, or any part of it, is in such an area, the applicant must determine the one hundred (100) year flood elevation and flood hazard boundaries within the project area. The proposed plan must include a condition of plan approval requiring that principal structures in the development will be constructed with their lowest floor, including the basement, at least one foot above the one hundred (100) year flood elevation.</i>
<u>Finding:</u> There is no proposed development located within a flood prone area.
<u>Conclusion:</u> This standard appears to be met.
Vote of __ in favor __ against __ abstaining
K. Stormwater Managed.
<i>The proposed development will provide for adequate stormwater management.</i>
<u>Finding:</u> The use of Underdrained Soil Filter (USF) ponds to attenuate peak flows will result in no increases in peak runoff quantity from the proposed development. No adverse effects are anticipated on any downstream properties or drainage structures for the analyzed storm events. Runoff quality is addressed by use of USF ponds.
<u>Conclusion:</u> This standard appears to be met.
Vote of __ in favor __ against __ abstaining
L. Erosion Controlled.
<i>The proposed development will not cause unreasonable soil erosion or a reduction in the land’s capacity to hold water so that a dangerous or unhealthy condition results.</i>
<u>Finding:</u> Best management practices will be employed as required by the Erosion & Sedimentation Control Plan.
<u>Conclusion:</u> This standard appears to be met.
Vote of __ in favor __ against __ abstaining
M. Traffic Managed.
<i>The proposed development will:</i> 1. <i>Not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed; and</i> 2. <i>Provide adequate traffic circulation, both on-site and off-site.</i>
<u>Finding:</u> The applicant has provided a traffic analysis. 1. A traffic movement permit was previously issued by Maine Department of Transportation (MDOT) for 1,190 peak hour trips. The proposed amendment to the mixed-use development will reduce the traffic count further than was originally approved to 1,161 2. The project roadways and drives are designed to accommodate the projected traffic numbers and provide adequate traffic circulation.

<u>Conclusion:</u> This standard appears to be met.
Vote of __ in favor __ against __ abstaining
N. Water and Air Pollution Minimized.
<i>The proposed development will not result in undue water or air pollution. In making this determination, the following must be considered:</i>
<ol style="list-style-type: none"> 1. Elevation of the land above sea level and its relation to the floodplains; 2. Nature of soils and sub-soils and their ability to adequately support waste disposal; 3. Slope of the land and its effect on effluents; 4. Availability of streams for disposal of effluents; 5. Applicable state and local health and water resource rules and regulations; and 6. Safe transportation, disposal and storage of hazardous materials.
<u>Finding:</u>
<ol style="list-style-type: none"> 1. The proposed development is located outside of a floodplain. 2-4. The proposed development will be serviced by Town sewer. 5. The proposed development will adhere to all applicable State regulations. 6. Not applicable to the proposed development.
<u>Conclusion:</u> This standard appears to be met.
Vote of __ in favor __ against __ abstaining
O. Aesthetic, Cultural and Natural Values Protected.
<i>The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the department of inland fisheries and wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.</i>
<u>Finding:</u> The property does not include any significant aesthetic, cultural or natural values that require protection.
<u>Conclusion:</u> The requirement appears to be met.
Vote of __ in favor __ against __ abstaining
P. Developer Financially and Technically Capable.
<i>Developer is financially and technically capable to meet the standards of this section.</i>
<u>Finding:</u> The developer has been involved with large-scale construction projects through completion. The developer will provide an inspection escrow in an amount suitable to cover the costs of on-site inspection by the Peer Review Engineer to ensure the proposed development is constructed according to the approved plan.
<u>Conclusion:</u> This standard appears to be met.
Vote of __ in favor __ against __ abstaining

NOW THEREFORE the Kittery Planning Board adopts each of the foregoing Findings of Fact and, based on these findings, determines that the proposed development will have no significant detrimental impact. The Kittery Planning Board hereby grants final approval, including approval for a special exception use request for the development at the above referenced property, including any waivers granted or conditions as noted.

Waivers:

1. None.

Conditions of Approval (to be added onto the final plan):

1. Prior to the issuance of any certification of occupancies for any of the proposed buildings, all infrastructure that affects US Route 1 must be installed.
2. The approved plan shall be extended for a total of ____ years.

Conditions of Approval (NOT to be depicted on the final plan):

1. All Notices to Applicant contained in the Findings of Fact (dated: June 24, 2021).
2. Incorporate any plan revisions on the final plan as recommended by Staff, Planning Board, or Peer Review Engineer, and submit for Staff review prior to presentation of final plan. The amended subdivision plan must be submitted to Staff for review prior to recording with the York County Registry of Deeds within 90-days of approval.
3. Three (3) paper copy of the final plan (recorded plan if applicable) and any and all related state/federal permits or legal documents that may be required, must be submitted to the Town Planning Department. Date of Planning Board approval shall be included on the final plan in the Signature Block.
4. This approval by the Town Planning Board constitutes an agreement between the Town and the Developer, incorporating the Plan and supporting documentation, the Findings of Fact, and any Conditions of Approval.
5. All other prior approvals and conditions unless otherwise amended herein remain in effect.

The Planning Board authorizes the Planning Board Chairperson, or Vice Chair, to sign the Final Plan and the Findings of Fact upon confirmation of compliance with any conditions of approval.

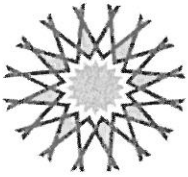
Vote of _ in favor _ against _ abstaining

APPROVED BY THE KITTERY PLANNING BOARD ON May 13, 2021

Karen Kalmar, Planning Board Chair

Appeal

Per Title 16.6.2.A – An aggrieved party with legal standing may appeal a final decision of the Planning Board to the York County Superior Court in accordance with Maine Rules of Civil Procedures Section 80B, within forty-five (45) days from the date the decision by the Planning Board was rendered.



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Bart McDonough, Town Planner
Town of Kittery
P.O. Box 808
Kittery, Maine 03904

June 17, 2021
Project No.: C091-21

**Re: 459 US Route 1 - Kittery
Permit Extension**

Dear Mr. McDonough:

We respectfully request the Planning Board grant a permit extension for The Homestead. Due to COVID-19 there have been significant delays in construction.

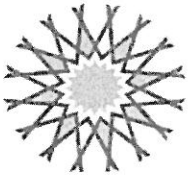
Thank you for your time and we look forward to discussing the project at the next available meeting.

Sincerely,

Liam Cullinane
Staff Engineer

cc: Middlesex Land Holdings, LLC
David Trahan
Jayesh Patel

2021-06-17 - C091-21 The Homestead Permit Extension Memo



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Bart McDonough, Town Planner
Town of Kittery
P.O. Box 808
Kittery, Maine 03904

June 17, 2021
Project No.: C091-21

**Re: 459 US Route 1 - Kittery
Narrative of Changes**

Dear Mr. McDonough:

The following changes were made to the Homestead plans per request by the Town of Kittery Planning Board:

Plans have been updated to show 5 proposed locations for snow storage and Note 10 states any additional snow beyond capacity will be trucked off site. Plans have been updated to include the species of small flowering trees to be planted. Plans have been updated to show typical parking dimensions for ADA Spaces. A community center with a gym and a walkout basement has been added to the plans. The locations of the community garden and the grilling/picnic/rec area were switched due to concerns of the snow storage being pushed into the community gardens. A stockade fence was then added between the snow storage area and the new location of the grilling/picnic/rec area.

Thank you for your time and we look forward to discussing the project at the next available meeting.

Sincerely,

Liam Cullinane
Staff Engineer

cc: Middlesex Land Holdings, LLC
David Trahan
Jayesh Patel

2021-06-17 - C091-21 The Homestead Narrative Explaining Changes

DECLARATION
OF
THE REGENCY WOODS CONDOMINIUM

Regency Woods Development, LLC, Declarant

May 2021

Prepared by
Clark & Howell, LLC
16A Woodbridge Road
P. O. Box 545
York, Maine 03909

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DECLARATION OF CONDOMINIUM

THE REGENCY WOODS CONDOMINIUM

THIS DECLARATION OF THE REGENCY WOODS CONDOMINIUM ("Declaration") is executed this ____ day of _____, 2021 by **Regency Woods Development, LLC**, a Massachusetts Limited Liability Company with a place of business at Kittery, Maine and a mailing address of 352 Middlesex Road, Tyngsboro, Massachusetts 01886 ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes, as amended ("Condominium Act").

ARTICLE 1. SUBMISSION.

Section 1.1. Declaration of Property; Short Description.

The Declarant as the owner in fee simple of the land located at 459 U S Route 1, Kittery, County of York and State of Maine described in **Exhibit A**, the buildings and improvements located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act known as The Regency Woods Condominium ("Condominium").

The name of the Unit Owners' Association is The Regency Woods Condominium Owners Association, a Maine nonprofit corporation (the "Association").

The Condominium consists of approximately ____ acres of land containing 8 buildings. The maximum number of condominium Units will be 32. Initially, **the Declarant will build and declare 4 Units**; the Declarant is reserving the right to create 28 additional condominium Units.

Of the 32 Units to be declared, 16 units shall be set aside for exclusively for "elderly housing" as defined by the Town of Kittery Land Use and Development Code, dated _____, revised _____, as may be amended from time to time (collectively, the "Code"). Zoning Ordinances. [BM1]

Section 1.2. Applicability.

This Declaration shall govern the Property. All present and future owners, occupants

and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to such Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land and shall bind any person having at any time any interest in or entering upon the Property.

Section 1.3. Plats and Plans.

The location and dimensions of the Property, the location and dimensions of the buildings and units included in the Condominium are depicted on the Condominium Plats and Plans entitled "~~THE REGENCY WOODS CONDOMINIUM, Site & Floor Plans~~ [BM2] for property at 450 ~~U.S. #~~ Route 1, Kittery, Maine" dated May __, 2021, approved by the Town of Kittery Planning Board on _____, recorded in the York County Registry of Deeds in Condominium Files simultaneously with this recording (the "Plats and Plans").

Section 1.4. Interpretation.

In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of this Declaration shall govern.

Section 1.5. Governmental Requirements and Restrictions.

The Condominium Documents (defined below) shall comply with the Code and all permits and approvals, including but not limited to subdivision approval, granted provisions of this Declaration shall be in compliance with the Town of Kittery Zoning Ordinances [BM3] as well as approvals by the Town of Kittery Planning Board, or other permitting or licensing authority (collectively, the "Approvals"). Any proposed change ~~No change~~ in the use, dimensions, configuration, layout, or any requirements, terms or conditions set forth in the Approvals or on the Plats and Plans [BM4] of is expressly prohibited, unless the Declarant has obtained prior approval of the same from the ~~the Units is prohibited without the specific approval of the~~ Town of Kittery Planning Board. For the avoidance of doubt, and notwithstanding any other provision set forth herein or in the Condominium Documents, this Declaration and the Units created thereunder are and shall always remain subject to the Approvals and the Code, and no change to the Units or the Condominium Documents shall be permitted except in so far as any such change conforms to the Code and the Approvals and the Town of Kittery Planning Board has granted prior approval for any such change.

ARTICLE 2 - DEFINITIONS

Section 2.1. Meaning of Terms.

Terms contained in The Declaration, Bylaws and Plats and Plans shall be interpreted according to the definitions found in the following section. Other terms not defined in the following section shall have the meanings given to them by the Maine Condominium Act. Some terms are defined elsewhere in this Declaration if they are used only in a particular section. If the terms found in this Declaration are not defined in the Declaration or in the Maine Condominium Act, they shall have their ordinary meanings.

Defined terms are capitalized when used in this Declaration.

Section 2.2. Definitions.

The terms defined in this section have meanings which apply to the Declaration, the Bylaws, and the Plats and Plans:

"Allocated Interests" means the undivided ownership interest of Unit owners in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit. The Allocated Interests are set out in **Exhibit B** to this Declaration.

"Association" means the Unit Owner's Association of the Condominium, known as "THE REGENCY WOODS CONDOMINIUM OWNERS ASSOCIATION."

"Bylaws" means the bylaws of THE REGENCY WOODS CONDOMINIUM OWNERS ASSOCIATION, an association, which is a non-profit corporation registered to do business in Maine, as they may be amended from time to time.

"Common Elements" (or in the singular, a "Common Element") means all portions of the Condominium other than the Units.

"Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Executive Board in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit Owners of all related services.

"Condominium Documents" means this Declaration, the Plats and, ~~the~~ Plans, the Bylaws of the Association, and any Rules and Regulations adopted by the Executive Board, and any amendments to any of the foregoing adopted from time to time.

"Declarant" means the Declarant described in Section 1.1 above.

"Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the sale of 75% of the total number of units, other than a conveyance to a successor Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Executive Board, and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Unit Owners.

"Declaration" means this document, as it may be amended from time to time.

"Development Rights" means the rights to add real estate to the Condominium, create additional Units, subdivide Units, convert Units to Common Elements, and to withdraw land from the Condominium, reserved to a Declarant.

"Eligible Mortgage Holder" means the holder of a Recorded first mortgage on a Unit which has registered with the condominium association its name, address and appropriate contact information.

"Executive Board" means the Executive Board of the Condominium Association. The terms "Board" and "Directors" also refer to the Executive Board.

"Insurance Trust Agreement" means any agreement between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds.

"Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds according to any Insurance Trust Agreement.

"Limited Common Elements" means those parts of the Common Elements for which the exclusive use is reserved for only one Unit, which is either described in the Act, this Declaration or the Plats and Plans as being Limited Common Elements.

"Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which shall be assessed against the Units to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units, as the Executive Board may periodically establish and determine.

"Mortgagee" means the holder of any recorded mortgage encumbering one or

more of the Units.

"Periodic Assessment" means the Unit owner's share of the anticipated Common Expenses, assigned by Unit, for each period of the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

"Property" means the property described in Section 1.1. above.

"Plats and Plans" means the Plats and Plans for the Condominium, reduced copies of which are attached to the Declaration as **Exhibit C**.

"Record", "Recorded" or "Recording" refers to filing as a permanent record in the York County Registry of Deeds at Alfred, Maine.

"Rules and Regulations" means the rules and regulations which may be adopted by the Declarant or the Executive Board.

"Service Charges" shall mean charges for services benefiting fewer than all the Units, which area assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

"Special Assessment" means a Unit owner's share of any assessment made by the Executive Board in addition to the Periodic Assessment.

"Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 3. They remain personal property owned by their respective Unit owners.

Section 2.3. Provisions of the Act.

The provisions of the Maine Condominium Act (hereinafter referred to as "the Act") shall apply to the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE 3. UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS.

Units are separately owned areas of the Property. The Common Elements are owned in common by all Unit owners. The Limited Common Elements are a part of the Common Elements that are reserved for the exclusive use of the owners of Units to which the Limited Common Elements are attached.

Section 3.1. Description of the Units.

The boundary lines for each Unit are as shown on the Plats and Plans.

- (a) The boundary lines of Units are as shown on the Plats and Plans and are formed by the following planes:
- (1) As to Outside walls and partitions. The Unit-side (inside) surface of the walls and partitions of the Building which separates such Unit from adjoining Units or Common Elements, the Unit to include the thickness of the finish material such as plaster or drywall, or paneling;
 - (2) As to area near utility lines and the like, which pass through the Unit. The Unit-side surface of the furring around utility shafts, and other Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material such as plaster or drywall, or paneling; otherwise, the Unit-side surface of ceilings and flooring under and around (i) wood members and (ii) utility lines, ducts and cables, the Unit to include the thickness of finish material such as plaster or drywall, or paneling;
 - (3) As to the ceiling. The planes formed by the Unit-side (lower) surface of the ceiling (or the roof rafters where roof rafters form all or a portion of the ceiling), the Unit to include the thickness of finish material such as plaster or drywall, or paneling, but excluding any beams which extend below the horizontal plane of the upper boundary of the Unit.
 - (4) As to the Floor. The Unit-side (upper) surface of the structural wood floor, the Unit to include the thickness of the finish material such as carpet, ceramic or resilient tile or hardwood.
 - (5) As to the windows and surrounding area. The Unit-side (inner) surface of the sash of windows and skylights which are set in the exterior walls or ceilings of such Unit, the exterior surface of the panes of such windows and the Unit-side surface of window sills, moldings, trim, jambs and mullions for such windows, the Unit to include the thickness of the finish material; and
 - (6) As to doors and surrounding area. The exterior surface of doors, and their sills and hardware, and the Unit-side (inner) surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material.
- (b) Things within the above boundaries which are not part of the Unit. Each Unit

consists of all portions of the Building within the aforesaid boundary lines, except the air space displaced by (I) structural members, load bearing partitions within or passing through such Unit which are deemed to be Common Elements: (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipe-runs which serve more than one Unit and (iii) beams, if any, which extend below the horizontal plane of the upper boundary of the Unit.

By way of illustration, there is included within a Unit:

- (1) the air space enclosed by such boundary lines;
- (2) all non-load bearing partitions which are wholly contained within such boundary lines, including but not limited to, all doors, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions serving only such Unit,
- (3) all fixtures located within such boundary line and serving only such Unit, and their water and waste connections,
- (4) all items of equipment located within such boundary lines and serving only such Unit, and such equipment's water, waste, and electrical connections,
- (5) heat pumps, exhaust fans, and the grills, registers, ventilation ducts, and related fixtures, and screens and storm windows, which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements,
- (6) lighting devices (including by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions, within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit,
- (7) telephone, cablevision, and electrical outlets, wires, cables, conduits, circuits and related equipment which serve only such Unit and which are located entirely within the boundary lines of such Unit,
- (8) surface mounted and recessed medicine cabinets including, by way of illustration and not limitation, all associated lighting fixtures and accessories, and
- (9) any appliances and the portions of their water, waste, electrical and exhaust connections located within such boundary lines and serving only such

Unit.

- (c) Each Unit's identifying number is shown on the Plats and Plans.

Section 3.2. Subdivision of Units.

No Unit ~~owner shall have the right to further~~ may be divided or subdivided ~~his Unit, in any way,~~ either physically, ~~or~~ into time shares or otherwise.

Section 3.3. Identifying Letter

Each Unit's identifying Letter is shown on the Plats and Plans, reduced copies of which are attached hereto as **Exhibit C**.

Section 3.4. Common Elements.

Common Elements consists of all parts of the Property which are not designated as either Units or Limited Common Element.

Section 3.5 The Limited Common Elements.

Limited Common Elements are designated portions of the Common Elements which are reserved for the exclusive use of a particular Unit or Units, to the exclusion of other Units. Each Unit's Limited Common Elements are more properly described and designated on the Plats and Plans.

ARTICLE 4. MAINTENANCE, REPAIR, REPLACEMENT, ALTERATIONS AND ADDITIONS.

Section 4.1. Alterations to Unit by Unit Owner.

Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural interior improvements and alterations to the Unit. Any and all structural improvements and alterations shall only be performed in accordance with this Declaration, the By-Laws, the Rules and Regulations, the Approvals, the approval of the Town of Kittery and in accordance with all local, state, and federal regulations. Excepting routine maintenance, no exterior structural changes may be undertaken.

Section 4.2. Maintenance of Unit/Repair Responsibility Units.

Each Unit Owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair, and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall do all redecorating, cleaning, painting, and varnishing which at any time may be necessary to maintain the good appearance and condition of such Unit. No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Limited Common Elements, except in designated trash disposal areas.

Should any Unit become unsightly, dangerous or result in an increase in insurance premiums, the Association may, at the absolute discretion of the Executive Board, remedy such dangerous condition or undertake necessary maintenance to the offending Unit at a cost solely to said Unit owner.

Each Unit Owner shall be responsible for all maintenance to and damage to any and all utility lines running from their Unit to either the public system or to a place where it connects to the Common Element. The Unit Owner's responsibility shall cease and it shall become the Association's responsibility and a common expense once said utility lines connects to/with a line from another Unit or Common Element.

Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of the insurance deductible, if any (or such other amount established by the Rules and Regulations) and for (ii) uninsured damage to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Owner, their guest or invitee

Section 4.4. Maintenance of Limited Common Elements.

The Unit owners shall maintain, repair and replace the Limited Common Elements associated with their Units, at their expense, unless they become unsightly, dangerous or result in an increase in insurance premiums for the entire condominium. In such case, the Association shall do such maintenance, repair and replacement, but the Unit owners to whom the Limited Common Element is associated with shall still be solely responsible to pay the cost of same.

Section 4.5. Common Elements to Remain Undivided.

The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

Section 4.6. Maintenance of Common Elements other than Limited Common Elements.

Generally, the Association shall be responsible for the maintenance, repair, and replacement of the Common Elements (except the Limited Common Elements), including, but not limited to, snowplowing, lawn maintenance and landscaping, all as determined by the Executive Board. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, then such cost shall be assessed to the Unit Owners responsible as a Service Charge.

By way of example, without limitation, however, the Association shall be responsible for:

- (a) maintenance and repairs of the Building containing the Units;
- (b) maintenance and repairs of the grounds and landscaping;
- (c) maintenance and repairs of the parking areas;]
- (d) maintenance and repairs of all utilities and utility lines to the point where they enter the Units, at which point these utilities become the responsibility of the Unit owners as Limited Common Element;
- (e) operation of, maintenance and repairs of the drainage system in compliance with the terms of ~~approval from the Town of Kittery Planning Board~~[the Approvals](#); and
- (f) maintenance and repairs of the walking paths and recreational areas.

Section 4.7. Alteration of Common Elements.

No Unit Owner shall alter any of the Common Elements, e.g., create patios, plant trees or establish gardens, or otherwise change the appearance of the Common Elements (including the Limited Common Elements).

Section 4.8. Exceptions to Maintenance Rule for the Common Elements.

If the Association shall allow Unit owners to place improvements on or within the Common Elements (including the Limited Common Elements), then the cost of permitting, insurance, maintenance, repair, replacement, improvement and alteration of such improvements shall be at the expense of the Unit owner for whose benefit the improvement was allowed. In all

cases, such improvements may be made only under such conditions as allowed by the Executive Board. The Association shall have the power to maintain such improvements in a clean and attractive condition if the Unit owner does not do so and charge the Unit owner for the cost of same, with said charges having the same status as a common expense assessment, and enforceable as such.

ARTICLE 5 - THE ALLOCATED INTERESTS & EXPENSES

Section 5.1. Allocated Interests Defined.

The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally, the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit B**.

Section 5.2. The Percentage Interest (Each Unit's Undivided Ownership Interest in Common Elements).

Exhibit B of this Declaration contains a list of all Units by their Identifying Number and their Percentage Interest. The Percentage Interest of each Unit is determined on the basis of a fraction, the numerator being 1 and the denominator being the total number of declared Units, as set forth in **Exhibit B** of this Declaration.

Section 5.3. Common Element/Common Expense.

The Association shall be responsible for and Units shall collectively and equally pay for the following:

- (a) Insurance on the Common Areas;
- (b) Lawn and landscape maintenance;
- (c) Driveway and parking lot maintenance, including snow plowing;
- (d) Maintenance of the Buildings housing the Units (interior and exterior), as well as all equipment and utilities contained therein;
- (e) Operation of, maintenance and repair of the drainage system;

Section 5.3-A. Insurance Expense.

Whether or not the Association obtains insurance in its own name, and notwithstanding whether such insurance policies are blanket policies, or whether such policies are liability policies or property and casualty policies, the cost of coverage for the policies shall be determined by the Executive Board in consultation with the insurer providing coverage or other experts, and the cost attributable to said policies shall be assessed against each Unit as a Common Expense.

Section 5.3-B. Utility Services Expense.

The cost of utility services, including water, electricity, cable and telephone shall be billed directly to individual Unit owners. (All units are separately metered.)

Section 5.3-C. Limited Common Expense.

The expense of maintenance, repair and replacement of Limited Common Expenses shall be assessed against the Units to which the Limited Common Element is associated.

Section 5.3-D. Liens.

Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, fines, interest and costs of collection including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration and the Bylaws.

Section 5.4. Each Unit's Voting Rights.

Each Unit shall have one vote, as set forth in **Exhibit B** of this Declaration.

Section 5.5. Service Charges.

The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(a) If a Unit Owner, members of his family, guests or tenants requests the Association

or its agent to perform repair and maintenance work on his Unit, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, e.g. failure to maintain the structure of the Unit, the expense thereof as determined by the Executive Board or its designee may be assessed as a Service Charge.

(b) Fees, if any, which may be established by the Executive Board for the use and maintenance of water, sewer and/or other utility services and equipment not billed directly to the Unit by the supplier.

(c) Activities of a Unit Owner, members of his family, guests or tenants which results in an increase in an insurance premium for the condominium, the amount of increase shall be assessed as a Service Charge against that Unit.

For budgeting and working capital purposes, the Executive Board may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Executive Board, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a Common Expense or as a Service Charge. The expense of water and sewer services for the Common Elements may be assessed as a Common Expense or as a Service Charge at the election of the Executive Board.

ARTICLE 6 - EASEMENTS AND ACCESS

Section 6.1. Declarant's Easement and Access Rights and Obligations.

Until all Units have been sold and the Declarant's obligations under Purchase and Sale Agreements for all Units have been satisfied, the Declarant reserve the right:

(a) To modify, alter, repair, or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, and further reserves an easement over the Common Elements in order to discharge its obligations, whether arising hereunder or under the Act.

(b) To place signs and lighting on the Property during marketing of Units.

(c) To connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that the Declarant shall be responsible for the cost of service so used.

(d) To grant and reserve easements and rights-of-way (even though not depicted on the Plats and Plans) through, under, over, and across the Units, Common Elements and Limited Common Elements for the installation, maintenance, repair, replacement and inspection of water, sewer, gas, electricity, telephone, cable TV and other utilities servicing the Property, as well as for drainage, including provisions for the installation of lines, wires, pipes, conduits and facilities servicing the Property. No such easement shall be effective until recorded. No such easements may be granted through Units that have been sold by Declarant to consumers. The Common Elements shall be promptly restored upon installation and repair of any such facilities.

The Declarant's rights under this section may not be amended by the Unit owners and shall continue until Declarant have conveyed all Units to Unit purchasers.

Section 6.2. Unit Owners Access and Easement.

Each Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his Unit and located in or under or over any of the other Units or on the Common or Limited Common Elements. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines, water lines, sewer lines, and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses, and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his Unit.

Section 6.3. Association and Executive Board Access and Easement Rights.

The Association and its officers and directors and such persons as may be authorized by the Executive Board shall have the right of access to the Units for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, Rules and Regulations of the Association or of any governmental authorities having jurisdiction thereof.

Upon such prior notice as is possible under the circumstances, the manager and any person authorized by the Executive Board shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the owner or occupant is present at the time, and upon prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

The Association is authorized and empowered to grant such easements, rights-of-way, leases, and licenses for sewer lines, water lines, electrical cables, telephone cables, television cables, storm drains, underground conduits, fire alarms, and such other purposes related to the provision of public services, and utilities to the Condominium as may be considered desirable, necessary or appropriate by the Executive Board for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the individual Units upon at least thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any Unit without the written consent of the owners thereof and that no such easement shall materially impair the use and enjoyment of the Condominium.

Section 6.4. Water, Sewer and Utility Line Easements.

Each Unit shall be subject to an easement for all water, sewer and utility lines which are located within any Unit or its Limited Common Area. This easement shall be for the maintenance, repair, and to ensure the proper operation of said water and/or sewer lines.

ARTICLE 7 - RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS.

Section 7.1. General Use Restrictions.

Each Unit shall be occupied and used subject to the following restrictions:

(a) Use. No Unit shall be used or occupied for any purpose other than for the existing use as allowed under the [Kittery Zoning Ordinance Code](#).

(b) Age Restriction. Units _____ (16 total units, unit numbers TBD) may be owned and occupied only by persons who are 55 years of age or older or by a family whose head or spouse is at least 55 years of age or older. Notwithstanding any provision of this Declaration, any question regarding a person's qualification for ownership and/or occupancy shall be determined by application of

the [Town of Kittery's Zoning Ordinance Code](#).

(c) Insurance. No activities shall be carried on or materials used or kept in any Unit that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.

(c) Nuisance/Hazard. No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Elements. No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

(d) Trash. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with Rules and Regulations established by the Executive Board.

(e) Governmental Requirements. All Unit Owners, their families, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the Town of Kittery, [including but not limited to the Code and the Approvals](#). The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(f) Antennas. No Unit owner shall erect or maintain an outside television or radio antenna or dish in the Limited Common Element or Common Elements.

(g) Pets and Animals. Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements.

A Unit Owner may keep within such Unit up to 2 domestic animals that are properly licensed in the Town of Kittery (other ordinary household pets such as fish, birds, hamsters) subject to the Rules and Regulations as established from time to time by the Executive Board. Any dogs kept in the unit must weigh 30 lbs or less. In any event all pets shall be restrained so as not to become noisome, bothersome or offensive to other

persons, as determined by the Executive Board. No dogs, cats or other pets shall be permitted outside of a Unit except on a leash and attended by a responsible person. Pet owners shall promptly clean up the droppings left by their pets.

All pets on the Property must abide by all the pet rules in this Declaration, the Bylaws, and Rules and Regulations.

The Executive Board shall have the power to further regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time. Upon notice and opportunity to be heard, the Board may expel any offending pets from the Property.

Section 7.2. Use of Common Elements.

Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by the Executive Board pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) Motor Vehicles and Parking. Only passenger vehicles may be kept on the Property, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the drivable area as shown on the Plats and Plans. Owners will be asked to remove vehicles creating excessive noise, as determined by the Executive Board. Should owners refuse to remove said vehicle, then the Board shall have the authority remove said vehicle from the property.

No inoperable vehicles, or any boat, recreational vehicles, snowmobiles, all-terrain vehicles or other vehicles or recreational equipment, trailers, or similar items may NOT be kept or parked on the Property for a period of more than 48 hours. No snowmobiles, all-terrain vehicles or similar items may be operated on the Property. Motor vehicles shall be parked only in designated areas.

The Executive Board may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking.

(b) Exterior Alterations. Except with the written consent of the Executive Board or

as otherwise expressly provided in this Declaration, no person shall (i) construct or maintain any antennas, dishes, wires, lines, cables, fences, decks, steps, signs, canopies, clotheslines or other structures, nor (ii) plant, trim, cut, or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) do any other thing which affects the appearance from the exterior of the Common Elements or Limited Common Elements. The Executive Board may, in its absolute discretion, designate areas of the Common Element and Limited Common Element in which Unit Owners may place clotheslines, plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

(c) Signs. No signs of any character, except as listed below, shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Executive Board, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Executive Board shall have sole authority to erect the exterior sign or signs authorized by the Town of Kittery. The Executive Board may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant of the Units. Unit owners may place 1 (one) for sale sign on the Common Area near the entrance to the Property and 1 (one) for sale sign within the Boundary of the Unit.

(d) Obstruction/ Storage. No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or store personal property on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Executive Board. This section does not apply to the Limited Common Elements of a Unit. The storage of personal property on the Limited Common Element shall be set forth by the Rules and Regulations adopted by the Executive Board.

(e) Responsibility. Neither the Executive Board, the Association, any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

Section 7.3. Municipal Requirements.

All Unit owners shall comply with applicable requirements of Kittery ordinances. Violation of any provisions of the Kittery Zoning Ordinance or other health or safety ordinances of the Town of Kittery shall be a violation of this Declaration and shall subject the violator to fines and other remedies allowed by this Declaration and the Maine Condominium Act.

Section 7.4 Rentals.

Any rental of a Unit shall be by written lease Agreement with a minimum rental term of 12 months and shall include specific language obligating the tenant to comply with the terms of the Declaration and any Rules and Regulations approved by Executive Board.

In the event a Unit owner rents and there is a violation by the renter of the terms and conditions of the condominium documents or the lease, then the Board shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the Owners and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Executive Board in the same manner as the Board is entitled to enforce collection of Service Charges and common charge assessments.

Section 7.5 Rules and Regulations.

The Executive Board shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Executive Board. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property. Any rules adopted by the Board may be repealed or amended by a unanimous vote of all Unit Owners at a meeting specially called for that purpose.

ARTICLE 8 - RIGHTS OF MORTGAGEES, INSURERS, AND GUARANTORS

Section 8.1. Right to Mortgage.

Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by

Section 1603-112 of the Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his Unit.

Section 8.2. Identification of Mortgagee.

A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s).

Section 8.3. Mortgage Foreclosure and Dispositions.

Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

Any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit *shall not* impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

Section 8.4. Eligible Mortgage Holder; Rights to Receive Notice.

Eligible Mortgage Holders (meaning the holder of a Recorded first mortgage on a Unit which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice states the Mortgagee's name and address, the Unit owner's name and address, and the identifying number of the Unit, and states that the mortgage is a Recorded first mortgage) shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request) of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

- a) Default in the payment of Common Charges, Assessments, Service Charges,

or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

- b) Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;
- c) The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;
- d) A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;
- e) Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- f) Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;
- g) The merger or consolidation of the Condominium with another condominium;
- h) The conveyance or subjection to a security interest of any portion of the Common Elements;
- i) The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property; and
- j) Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

Section 8.5. Eligible Mortgage Holder; Approval Rights.

For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least Fifty-One percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following is considered material:

- a) Voting rights in the Association;
- b) Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;
- c) Reduction in reserves for maintenance, repair and replacement of Common Elements;
- d) Responsibility for maintenance and repairs;
- e) Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;
- f) Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;
- g) Convertibility of Units into Common Elements or vice versa;
- h) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- i) Hazard insurance or fidelity bond requirements;
- j) Imposition of any restrictions on the leasing of Units;

- k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- l) A decision by the Association to establish self-management after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;
- m) Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;
- n) Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;
- o) Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or
- p) Any provisions of this Section 8.5.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least eighty percent (80%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 30 calendar days after the notice is received.

Section 8.6. Mortgagee Priority.

No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

Section 8.7. Records.

An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's Articles of Incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 9 - LIMITATION OF LIABILITY

Section 9.1. Exculpation.

No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 9.2. Indemnification.

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Executive Board (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

Section 9.3. Claims.

Claims against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE 10 - UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 10.1. Acquisition of Unit(s).

If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, the portion of the Allocated Interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

Section 10.2. Acquisition of Common Elements.

If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

Section 10.3. Rights of the Association and Mortgage Holders.

In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any Rules and Regulations adopted by the Board or Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

ARTICLE 11 - DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS AND DECLARANT CONTROL PERIOD

Section 11.1 Development Rights.

The Declarant reserves to itself, and for the benefit of itself and its successors and assigns, the Development Rights to create additional units, common elements or limited common elements within the Condominium, to convert units into common elements, to convert common elements into units, to add real estate to the Condominium and to modify, extend or relocate roads, paths, utility lines and common driveways in the Condominium (provided that no such modification or relocation shall be undertaken in such a manner so as to permanently deprive any unit of access or utilities). The real estate subject to the Development Rights is shown and delineated on the Plats and Plans attached hereto. The Declarant further reserves an easement across the Property for access by workers and equipment, and for re-grading the surface of the earth, for the construction of improvements; provided, however, that Declarant shall reasonably restore those portion of the Property disturbed by such construction activities. If units are added to the Condominium, or converted from common elements, by the Declarant in the exercise of its Development Rights as reserved in the Declaration, the votes in the Association shall be reallocated among all of the units such that each unit shall have one (1) vote, and the percent of interest in common elements shall be allocated equally and prorata among all of the units created

and then existing. Development Rights and Special Declarant Rights must be exercised within fifteen (15) years from the date of recordation of this Declaration provided that the period of Declarant control of the Association as permitted by Section 1603-103(d) of the Maine Condominium Act, and as reserved in section 11.2 below, shall terminate in accordance with the provisions thereof. For purposes of this Article concerning Development Rights and Special Declarant Rights, such rights shall be deemed to be exercised at such time as this Declaration is amended to reflect the creation of additional units or such other Development Right or Special Declarant Right, if the exercise of such right requires an amendment to this Declaration, regardless of the time that such unit is constructed or such other work contemplated by the Development Right or Special Declarant Right is completed.

Section 11.2 Special Declarant Rights.

The Declarant reserves, in favor of itself and any successor Declarant, for a period of fifteen (15) years following the recording of this Declaration in the York County Registry of Deeds, the following rights with respect to the Property (the “Special Declarant Rights”) until the construction, marketing and sale of all units that Declarant is allowed to create pursuant this Declaration and the common elements related thereto are completed:

- a. To locate and relocate in the common elements and limited common elements, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable television and sewer and transformers, meters and other equipment related thereto, provided that no such easement shall be effective until of record, that no such easements may be granted through units sold by Declarant to third parties without such unit owner’s consent and that the common elements promptly shall be reasonably restored upon disturbance
- b. To connect with and make use of utility lines, wires, pipes, conduits and facilities located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;
- c. To use the common elements and limited common elements for ingress and egress, for the alteration, repair and construction of units, common elements and limited common elements (including without limitation the movement and temporary storage of construction materials and equipment), pedestrian and vehicular ingress and egress, vehicular parking, the cutting and removal of trees and vegetation, the excavation, grading and alteration of the surface of the earth, the creation of ponds, drainage ditches and swales and the installation of signs and lighting for sales and promotional purposes;
- d. To use the common elements and limited common elements for the ingress and egress of itself, its employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models,

management offices, sales offices for its project or customer service offices and to relocate the same from time to time within the Property (upon relocation, the furnishings thereof may be removed); to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant;

- e. To appoint and remove members of the Executive Board of the Association (the "Board") and officers of the Association until sixty (60) days after the sale of seventy-five percent (75%) of the units that Declarant is allowed to create pursuant to this Declaration but in any event:
 1. Within seven (7) years of the first conveyance of any unit, or
 2. Until voluntarily waived in whole or part by Declarant by written notice duly recorded, whichever occurs first (together, the "Declarant Control Period").
- f. Those Special Declarant Rights established under the Condominium Act.

ARTICLE 12- ASSIGNABILITY OF DECLARANT'S RIGHTS.

All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

ARTICLE 13 - AMENDMENT OF DECLARATION

Section 13.1. General.

Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Units in Sections 1602-108(b),

Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Plats and the Plans may be amended as follows:

- (a) Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.
- (b) After First Conveyance. After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:
 - (i) Development and Special Declarant Rights. Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.
 - (ii) Proposal and Notice. An amendment to the Declaration may be proposed by either the Executive Board or by Unit Owners holding at least twenty (20) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all Eligible Mortgage Holders.

Approval:

- (a) The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-Six percent (66%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein in Article 8. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.

(b) By Written Agreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

Section 13.2. Proviso; Consent of Declarant.

No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

Section 13.3. Notice, Execution and Recording.

After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

Section 13.4. Notice and Challenge.

No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

Section 13.5. Corrective Amendments.

If the Declarant or Association determines that a typographical error, misnomer, inadvertent omission, or any other error has been made in this Declaration and Bylaws or any amendment hereto, the Declarant or Association shall have the right, and hereby reserves the right, to correct any such error by an instrument executed by the Declarant making reference to this Article, and upon such instrument being Recorded with the Registry of Deeds, such error shall be deemed to have been corrected as fully and with the same force and effect as if such error were not ever made. No such amendment, however, shall adversely affect any substantive rights or interests of any Unit Owner in his or her Unit or the common areas and facilities in any material way, without such Unit Owner's written consent.

ARTICLE 14 – TERMINATION, CONDEMNATION, DESTRUCTION AND LIQUIDATION.

Section 14.1 Termination.

In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which one-hundred (100) percent of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

Section 14.2. Effect of Termination.

Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.1. Enforcement.

The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under the Bylaws, and/or (c) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the defaulting Unit Owner, and the Executive Board shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding, the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees and costs, with interest.

The failure of the Executive Board to enforce any covenant, restriction or other provision of the Condominium Act, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 15.2. Units Not Yet Separately Assessed.

In the event that for any year real estate taxes are not separately taxed and

assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

Section 15.3. Conflict.

If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 15.4. Severability.

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 15.5. Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 15.6. Captions.

The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof, except that section text for which the section headings reciting types of Units shall apply only to the types of Units referred to in the section heading . The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

Section 15.7. Gender, Number, Etc.

The use of the singular number in this Declaration shall be deemed to include

the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

Section 15.8. Power to Interpret.

Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Executive Board, which determination shall be final and binding on all parties.

Section 15.9. Disputes with Declarant and Arbitration.

In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Executive Board shall act for the Unit Owners, and any agreement with respect thereto by the Executive Board shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

Section 15.10. Notices.

(a) To Unit Owners. All notices, demands, bills and statements, or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof. At the request of a Unit owner, the Unit owner may receive the above mentioned notices, demands, bills and statements, or other communications affecting the Condominium via electronic mail.

(b) Notice to the Association. All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.

(c) Notice to Eligible Mortgage Holder. All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed as of the day and year first above written.

Regency Woods Development, LLC

By: _____
DENNIS PAGE, Member/Manager
Declarant

Witness

STATE OF MAINE
YORK, ss.

On this ____ day of _____, 2021, personally appeared the above-named, **DENNIS PAGE**, Member and Manager of Regency Woods Development, LLC, Declarant and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free

act and deed of the Company.

Notary Public

ROAD MAINTENANCE AGREEMENT

This Agreement made and entered into this 28th day of March, 2019, by and between Middlesex Land Holdings, LLC (hereinafter, Middlesex) and Landmark Hill, LLC (hereinafter, Landmark)

RECITALS

WHEREAS, Middlesex is this day purchasing Lot 1 on the Plan entitled, "*Master Site Development Plat, The Homestead, 459 US Route 1, Kittery, Maine*" by Attar Engineering, Inc. dated November 1, 2018 and recorded in the York County Registry of Deeds at Plan Book 399, Page 48 (the Plan); and

WHEREAS, Landmark is this day purchasing Lot 2 on the Plan; and

WHEREAS, Middlesex and Landmark share a common access road, known as Homestead Circle, to their respective lots as well as the responsibility for its installation, maintenance and repair of this road; and

WHEREAS, Middlesex and Landmark share common utility lines, i.e., water, sewer, electricity and cable from US Route 1 to their respective Lots; and

WHEREAS, Middlesex and Landmark share the responsibility for installing, maintaining, and repairing the drainage swales, drainage retention ponds, drainage culverts and landscaping as identified on the Plan; and

WHEREAS, Middlesex and Landmark share the responsibility for installing, maintaining, and repairing the walking trail and passive recreational area identified on the Plan.

NOW, THEREFORE, in consideration of the facts set forth above and the mutual covenants and conditions contained herein, it is mutually agreed as follows:

A. Installation and Maintenance of the Access Road.

Pursuant to the terms of a certain Assignment and Assumption Agreement Dated March 28, 2019, the parties have agreed to share the cost of installing the access road known as Homestead Circle running from U S Route 1 to the northerly sideline of Lot 2 ("Homestead Circle"). Middlesex shall be responsible for the installation of Homestead Circle, which will be constructed in strict compliance with the guideline and requirements of the Town of Kittery Planning Board.

The parties agree to hire a mutually agreeable management company to maintain and repair Homestead Circle, the internal roadways and parking areas (i.e., snowplow, sand and repair and stripe as needed), landscaping and drainage (including, but not by way of limitation, the retention ponds, swales, culverts and drains) and agree to share equally the cost of such maintenance and repair.

Each party shall assume the cost of maintaining their individual parking areas and internal roadway (i.e., Hospitality Lane, which services Lot 2 only).

B. Installation and Maintenance of Utilities.

Pursuant to the terms of a certain Assignment and Assumption Agreement Dated March 28, 2019, the parties have agreed to share the cost of installation, maintenance and repair of all utilities from US Route 1 to a point within the Development where the utilities branch to service the individual Lots. Middlesex shall be responsible for the installation of the landscaping along Homestead Circle, which will be constructed in strict compliance with the guideline and requirements of the Town of Kittery Planning Board.

C. Landscaping.

The Town of Kittery Planning Board has approved the Development SUBJECT TO the requirement that landscaping be installed, maintained and repaired. Pursuant to the terms of a certain Assignment and Assumption Agreement Dated March 28, 2019, the parties have agreed to share the cost of such installation, maintenance and repairs. Pursuant to the terms of a certain Assignment and Assumption Agreement Dated March 28, 2019, Middlesex shall be responsible for the installation of the landscaping along Homestead Circle, which will be constructed in strict compliance with the guideline and requirements of the Town of Kittery Planning Board

D. Drainage.

The Town of Kittery Planning Board has approved the Development SUBJECT TO the requirement that drainage swales, piping and retention ponds be installed, maintained and repaired. Pursuant to the terms of a certain Assignment and Assumption Agreement Dated March 28, 2019, the parties have agreed to share the cost of such installation, maintenance and repairs. All shall be done in strict compliance with the approvals granted by the Town of Kittery Planning Board.

E. Binding Nature.

This Agreement shall be binding upon the parties, their heirs, personal representatives, successor and assigns.

F. Mediation.

In the event of an irreconcilable dispute arising under this Agreement, the parties shall submit the matter to mediation. If mediation is unsuccessful in resolving the dispute, the parties shall submit the matter to binding Arbitration in accordance with the Maine Uniform Arbitration Act. The Buyer and Seller shall share equally the costs of the mediator and the arbitrator.

G. Entire Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. Amendment.

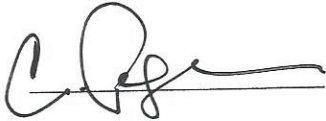
This Agreement is the complete expression of the duties of the parties and supersedes any previous agreements between Buyer and Seller on this subject matter. This Agreement may not be changed or modified except as agreed in a writing signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

I. Jurisdiction.

This Agreement shall be construed in accordance with the laws of the State of Maine.

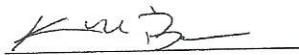
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

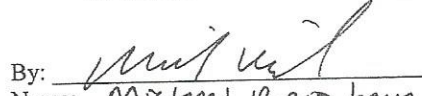
MIDDLESEX LAND HOLDINGS LLC



By: 
Name: Dennis M Page
Title: Manager

LANDMARK DEVELOPMENT, LLC



By: 
Name: Michael Brigham
Title: MANAGER

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of as of the 28th day of March, 2019, by and between LANDMARK HILL, LLC, a New Hampshire limited liability company with a mailing address of 79 Congress Street, Portsmouth, New Hampshire 03801 (hereinafter referred to as "Assignor"), and MIDDLESEX LAND HOLDINGS LLC, a Massachusetts limited liability company, with a mailing address of a mailing address of 1 Bridgeview Circle, Tyngsboro, Massachusetts 01886 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Assignor is a party to a certain Purchase and Sale Agreement between Assignor and DSS Land Holdings, LLC ("DSS") dated June 15, 2017, as amended (the "Landmark-DSS Purchase Agreement"), for the purchase by Assignor of certain property located at 459 U.S. Route 1, Kittery Maine and further identified as Kittery Tax Map 60, Lot 24 (the "Property");

WHEREAS, Assignor and Assignee are parties, by assignment from Landmark Development to Assignor, to a certain Purchase and Sale Agreement – Land Only with an effective date of August 20, 2018, as amended (the "Landmark-Middlesex Purchase Agreement") for the purchase by Assignee of an approximately 10 acre rear portion of the Property, subject to Assignor obtaining subdivision and site plan approval from the Town of Kittery (the "Municipal Approval");

WHEREAS, Assignor received the Municipal Approval to subdivide the Property into two lots pursuant to that certain plan identified as "Overall Site Plan, The Homestead, 459 US Route 1, Kittery, Maine" by ATTAR Engineering, Inc., as approved by the Kittery Planning Board on February 14, 2019 (the "Subdivision Plan")

WHEREAS, Assignor and Assignee wish to amend the Landmark-Middlesex Purchase Agreement with this Agreement to allow for a partial assignment (the "Partial Assignment") of the Landmark-DSS Purchase Agreement, whereby Assignor shall assign its rights in the Landmark-DSS Purchase Agreement to Assignee to the parcel identified on the Subdivision Plan as Lot 1 ("Lot 1") and Assignor shall purchase the parcel identified as Lot 2 ("Lot 2"); and

WHEREAS, pursuant to the terms of this Agreement, Assignor and Assignee wish to set forth the terms for the Partial Assignment and for the transfer of rights, including title and interest in and to all permits and approvals related to Lot 1, and for the reimbursement of certain costs incurred by Assignor with respect to the Subdivision Approval.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Payment of Purchase Price. Contemporaneously with this Agreement, Assignee shall pay the amount of the Purchase Price under the Landmark-Middlesex Purchase Agreement, in the sum of One Million Thirty Four Thousand Dollars (\$1,034,000.00) as follows:

a) Assignee shall pay the amount of the Purchase Price under the Landmark-DSS Purchase Agreement (as defined in the Landmark-DSS Purchase Agreement) directly to DSS, reduced by the amount of any deposits made by Assignor to DSS, which the parties agree represents the sum of Six Hundred Seventy Thousand Dollars (\$670,000.00) and subject to any payoffs, recording fees and other closing costs to DSS.

b) The remaining amount of the Purchase Price, which the parties agree represents the costs and expenses incurred and value attained by Assignor in obtaining the Municipal Approvals, shall be paid by Assignee to Assignor, subject to terms of that certain Escrow Agreement between Assignor and Assignee of even date hereof and the terms set forth herein.

2. Demolition and Crushing Credit. Assignee shall be credited the sum of Eighty-Seven Thousand Three Hundred Dollars (\$87,300) for the cost of demolition (and permit) and crushing of concrete associated with the removal of the existing nursing home building on the Property, pursuant to the terms of demolition proposal by Danley Demolition Inc. ("Danley") dated March 5, 2019. Assignee shall complete all demolition and crushing of the existing nursing home building and shall initiate the work within ten (10) days of receipt of notice from Peniel Environmental that all hazardous materials have been removed from the building and the building is safe to demolish. Assignee shall be responsible for any additional costs related to the demolition of the building. Assignee and Assignor shall share equally any costs related to concrete crushing in excess of Twelve Thousand Dollars (\$12,000.00); provided, however, that Assignor's obligations in the preceding sentence are conditioned on Assignee contracting with Danley to compete the work. Assignee agrees that its obligations to Assignor under this paragraph 2 may be secured by a mortgage in favor of Assignee on Lot 2, which mortgage shall be released upon Assignee's receipt of a "No Further Action Assurance Letter" and/or a "Certificate of Completion" from the Maine Department of Environmental Protection free from any restrictions prohibiting residential development of Lot 1.

3. Infrastructure Costs. Assignor and Assignee shall share equally the costs of all shared infrastructure for the Subdivision, including but not limited to the construction of Homestead Lane, associated utilities and all drainage and recreation areas shown on the Subdivision Plan (the "Infrastructure Work"), which for the avoidance of controversy, the parties agree represents the total sum of Six Hundred Sixty Two Thousand Six Hundred Forty Seven Dollars and Fifty Cents (\$662,647.50). The parties agree that Assignor's share of the infrastructure costs, in the sum of or Three Hundred Twenty One Thousand Three Hundred Twenty Four Dollars (\$321,324) ("Assignor's Share") includes landscape and driveway relocations costs plus a Ten Thousand Dollar (\$10,000) credit to for sidewalks or any other required state or local improvements including but not limited to road striping, curbing, crosswalks, road signage, traffic lights, which costs shall be the full responsibility of Assignor. Assignor shall pay twenty percent (20%) of Assignor's Share within ten (10) days of receipt of written notice from Assignee of commencement of the Infrastructure Work and shall make installment payments for the remainder of Assignor's Share within seven (7) days of receipt of

any undisputed invoice for the Infrastructure Work in the amount set forth on such invoice. Assignee agrees that its obligations to Assignor under this paragraph 3 may be secured by a mortgage in favor of Assignee on Lot 2. The costs related to the post construction maintenance of the shared infrastructure shall be shared as set forth in the Common Area Maintenance Agreement between Assignor and Assignee of even date hereof.

4. Assignment and Assumption of Lot 1 Rights.

a) Assignor hereby assigns, transfers and conveys to the Assignee all of Assignor's right, title and interest under the Landmark-DSS Purchase Agreement to Lot 1, including but not limited to any sewer credits issued by the Town of Kittery for the former nursing home building.

b) Assignee hereby accepts said assignment and assumes all the rights, covenants and obligations of the Purchaser related to Lot 1 under (i) Landmark-DSS Purchase Agreement (if any) or (ii) the Municipal Approvals.

5. Project Documents. In addition to the interests conveyed by this Assignment, Assignor hereby assigns, transfers and conveys to the Assignee all of Assignor's right, title and interest in and to all permits, licenses, engineering plans and surveys, soil boring or other testing data, and all other documents obtained or controlled by Assignor related solely to the development of the Lot 1 (the "Project Documents"). Assignor and Assignee agree to reasonably cooperate with respect to the transfer of any such other project documents related to both Lot 1 and Lot 2.

6. Representations and Warranties. Assignor hereby represents and warrants to Assignee that:

a) Assignor has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered its rights to Lot 1 under the Landmark-DSS Purchase Agreement or to the Project; and

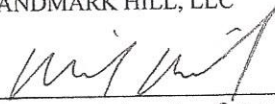
b) Assignor is not in default under the Landmark-DSS Purchase Agreement or any of the Project Documents.

7. Governing Law. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Maine, without giving effect to the conflict of law principles thereof.

8. Successors and Assigns. This Assignment shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representative on the date first above written.

LANDMARK HILL, LLC



Name: Michael Bergman
Title: MANAGER

Witness

MIDDLESEX LAND HOLDINGS LLC


Name: Dennis M Page
Title: Manager

Witness

WARRANTY DEED

Know All By These Present that, MIDDLESEX LAND HOLDINGS, LLC, a Massachusetts limited liability company with a place of business at Kittery, Maine and a mailing address of 1 Bridgeview Circle, Tyngsboro, Massachusetts 01886, for consideration paid, grants to _____, with **WARRANTY COVENANTS**, a certain condominium unit situated in the Town of Kittery, County of York and State of Maine and being further identified as UNIT ____ (hereinafter referred to as the "Unit") of **THE REGENCY WOODS CONDOMINIUM** (hereinafter referred to as the "Condominium") situated at U S Route 1, Kittery, Maine, as more particularly described in the Declaration of condominium for **THE REGENCY WOODS CONDOMINIUM**, dated May ____, 2021 and recorded in the York County Registry of Deeds in Book _____, Page _____ and (hereinafter referred to as the "Declaration"), and in the Plats and Plans incorporated into the Declaration and recorded in the York County Registry of Deeds in Condominium File No. ____, by virtue of the execution and recording of which Declaration the Grantor, as Declarant, created the Condominium pursuant to the Maine Condominium Act, Title 33 of the Maine Revised Statutes of 1964, as amended, Chapter 31, Sections 1601-101 et. seq., as amended (hereinafter referred to as the "Act"). Reference is hereby made to the Declaration, the Plats and Plans, all as amended and Act which are incorporated herein by reference thereto for a more particular specification, definition, location and description of the real property hereby conveyed;

Units 1 – 16 are conveyed **SUBJECT TO** the restriction that they may only be owned and occupied by persons 55 years of age or older who would qualify for "Elderly Housing" as defined by the Town of Kittery Zoning Ordinances Chapter 16.2.

TOGETHER WITH an undivided interest in the Common Elements of the Condominium, the liability for Common Expenses of the Condominium, and Votes in the Association of Unit Owners of the Condominium allocated to the Unit pursuant to the Declaration;

TOGETHER WITH the rights to use the Limited Common Elements allocated to the Unit as described, specified, and allocated pursuant to the Declaration;

TOGETHER WITH an easement in common with the Owners of other units to use the Common Elements of the Condominium for purposes of ingress and egress in accordance with the Declaration and the exclusive right and easement for the use, occupancy and enjoyment of the Unit;

TOGETHER WITH an easement in common with all other Unit Owners to use all pipes, wires, ducts, cable, conduits, public utility lines and other Common Elements serving the Unit and located in any of the other units;

TOGETHER WITH all other rights, easements, rights-of-way, interests, Allocated Interest, privileges and appurtenances as more particularly described or referred to in the Declaration;

SUBJECT TO the matters affecting title described in the Declaration and the Plats and Plans and the terms, conditions, covenants, agreements, easements and provisions of the Declaration as the same may be amended from time to time, which terms, conditions, covenants, agreements, easements and provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind the Grantee and any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

SUBJECT ALSO to an easement in common with the Owners of other Units to use all pipes, wire, ducts, cables, conduits, public utility lines and other Common Elements serving the other Units and located in the Unit and to an easement for structural and lateral support in favor of every other Unit.

Meaning and intending to convey and hereby conveying [a portion of](#) the same premises conveyed to the Grantor by deed of DSS Land Holdings, LLC dated April 18, 2019 and recorded in the York County Registry of Deeds at Book 17937, Page 323.

IN WITNESS WHEREOF, MIDDLESEX LAND HOLDINGS, LLC, acting through its Manager, Dennis Page, has caused this Declaration to be executed in its name as of the date and year first above written.

**SIGNED, SEALED and DELIVERED
IN PRESENCE OF**

MIDDLESEX LAND HOLDINGS, LLC

By: _____

**Dennis Page, Manager
DECLARANT**

**STATE OF MAINE
COUNTY OF YORK**

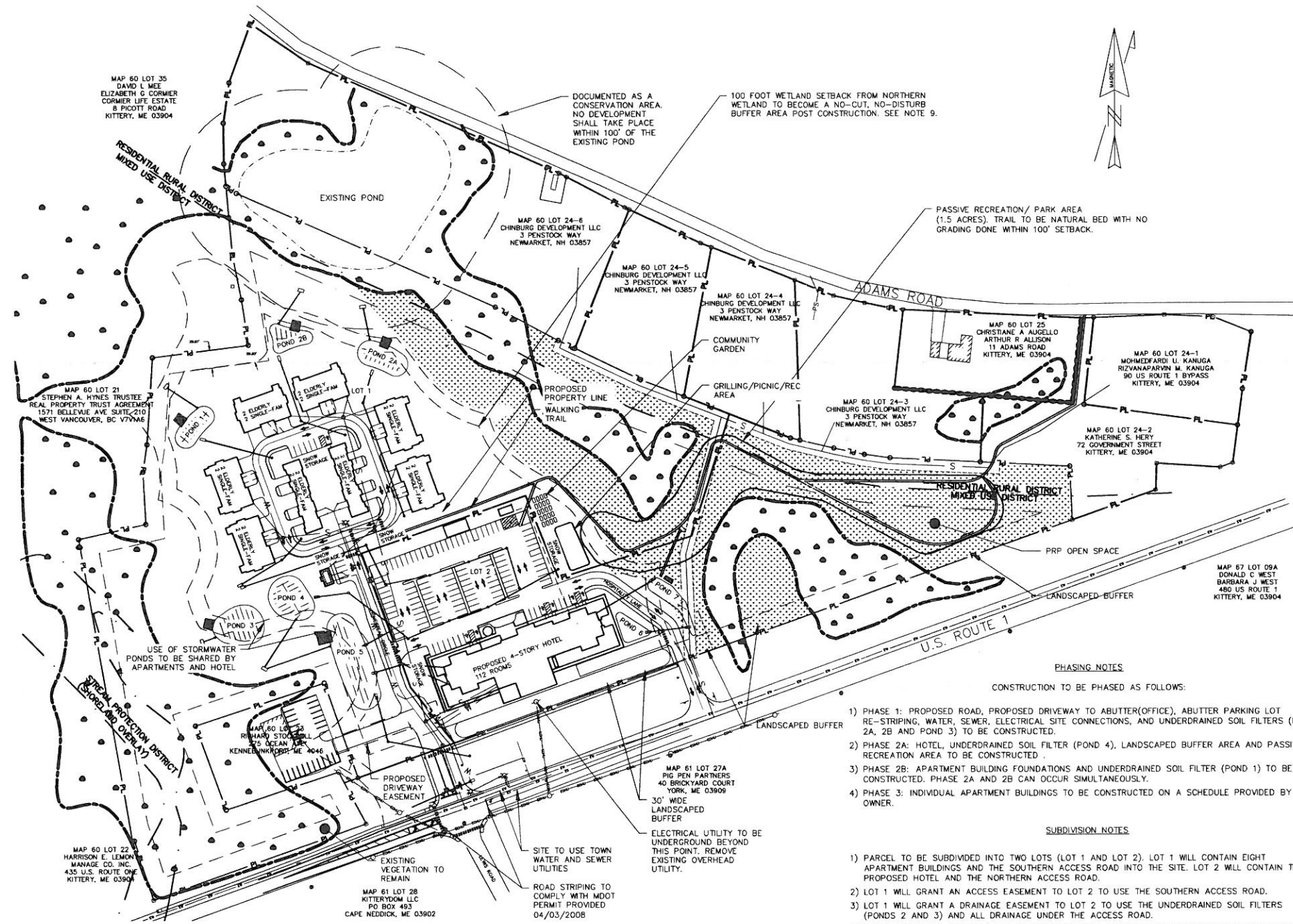
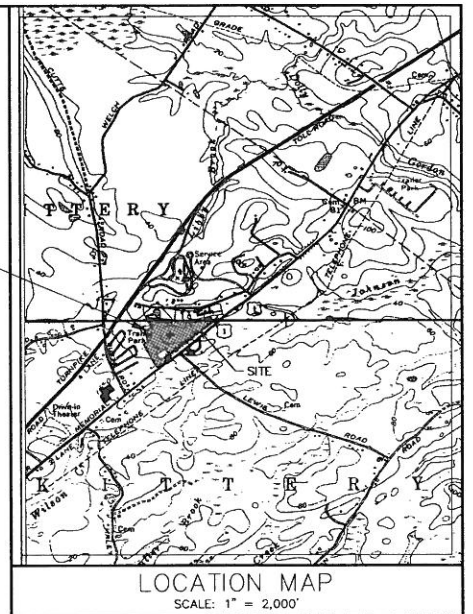
May ____, 2021

Personally appeared the above-named, Dennis Page, Manager of **MIDDLESEX LAND HOLDINGS, LLC** and acknowledged the foregoing Declaration to be his free act and deed, [in his said capacity](#), -and the free act and deed of said company.

Before me,

THE HOMESTEAD SUBDIVISION

U.S. ROUTE 1, KITTERY, MAINE



GENERAL NOTES

- 1) THIS PLAN PROVIDES DETAILS FOR A MIXED USE DEVELOPMENT AT 459 U.S. ROUTE 1 CONSISTING OF 16 SINGLE-FAMILY (ELDERLY) UNITS AND 16 SINGLE-FAMILY (NON-AGE RESTRICTED) UNITS IN 8 BUILDINGS AND A 112 ROOM HOTEL. THE PROPERTY IS TO BE SUBDIVIDED INTO TWO SEPARATE PROPERTIES (SEE PROPOSED PROPERTY LINE ON SITE PLANS). LOT 1 HAS 590,468 SF OF AREA AND 552' OF STREET FRONTAGE. LOT 2 HAS 285,904 SF OF AREA AND 1104' OF STREET FRONTAGE.
- 2) THE PARCEL IDENTIFIED AS LOT 24 ON TAX MAP 60, CONTAINS APPROXIMATELY 20.12 ACRES; AND IS LOCATED WITHIN THE MIXED-USE (MU), RESIDENTIAL RURAL (R-RL) AND SHORELAND OVERLAY ZONING DISTRICTS. THE PARCEL IS SERVED BY MUNICIPAL WATER AND SEWER SYSTEMS.
- 3) SPACE AND BULK REQUIREMENTS FOR THE MIXED USE ZONING DISTRICT ARE AS FOLLOWS:

MIXED USE DISTRICT	
MIN. LOT AREA	200,000 SF
MIN. STREET FRONTAGE	250'
MIN. FRONT SETBACK	30'
MIN. SIDE SETBACK	40'
MIN. REAR SETBACK	40'
MAX BUILDING HEIGHT	40'

BUILDABLE AREA/RESIDENTIAL DENSITY	
TOTAL PARCEL AREA	= 876,427.2 S.F. = 20.12 AC.
LESS 50% OF WETLANDS SETBACK	= 137,495.6 S.F. = 3.16 AC.
LESS UNSUITABLE SOILS*	= 200,630 S.F. = 4.61 AC.
LESS RIGHTS OF WAY/EASEMENTS**	= 124,314 S.F. = 2.85 AC.

NET RESIDENTIAL AREA => 413,987.5 S.F. = 9.50 AC.
 *INCLUDES WETLANDS, POORLY DRAINED AND VERY POORLY DRAINED SOILS
 **INCLUDING TRAVELED WAYS AND PARKING
NET RESIDENTIAL DENSITY = 413,987.5 - (16 ELD. X 15,000 (PARKING EXTERNAL)) - (16 APARTMENT X 10,000 (PARKING EXTERNAL)) = 13,987.5 => OK

- 5) MIXED-USE REQUIREMENT IS CALCULATED AS FOLLOWS:
 APARTMENTS(ELD.) = 2,188 S.F. X 16 = 35,008 S.F. (26.3%)
 APARTMENTS = 2,188 S.F. X 16 = 35,008 S.F. (26.3%)
 HOTEL = 15,712 S.F. X 4 FLOORS = 62,848 S.F. (47.3%)
 35,008/132,864 = 26.3% WHICH IS GREATER THAN 10%(REQUIRED).
- 6) TOTAL OPEN SPACE REQUIRED IS 35%. 25% OF OPEN SPACE MUST BE IN FRONT 50% OF THE PARCEL: 20.23 AC X 0.35 = 7.08 AC REQUIRED WITH 7.29 AC PROVIDED: 7.08 AC X 0.25 = 1.77 AC REQUIRED WITH 5.58 AC PROVIDED IN THE FRONT OF THE PARCEL.
- 7) ALL BUILDINGS WILL BE SPRINKLED FOR FIRE PROTECTION.
 TOTAL AREA TO BE DISTURBED: 6.22 ACRES, TOTAL IMPERVIOUS AREA: 3.79 ACRES, TOTAL LOT STREET FRONTAGE 1655.7 FT.
- 8) EXPECTED ANNUAL AVERAGE DAILY TRAFFIC(AADT) = 16 X 3.48(ELDERLY, ITE 252) + 16 X 6.59(RESIDENTIAL/APARTMENT, ITE 221) + 112 X 8.92(HOTEL, ITE 310/320) = 1,161 TRIPS/DAY. 162 TRIPS WILL BE GENERATED BY THE RESIDENTIAL AND ELDERLY UNITS ON HOMESTEAD CIRCLE.
- 9) WITH THE EXCEPTION OF THE PROPOSED CONSTRUCTION IN THIS PLAN THE 100 FT SETBACK FROM THE NORTHERN WETLAND WILL BECOME A NO CUT, NO DISTURB AREA AND MUST REMAIN UNDEVELOPED AND UNDISTURBED IN PERPETUITY, INCLUDING NO MOWING OR REMOVAL OF ANY VEGETATION WITHOUT A PERMIT FROM THE CODE ENFORCEMENT OFFICER.
- 10) IF ON-SITE SNOW STORAGE AREAS DO NOT HAVE ENOUGH CAPACITY ADDITIONAL SNOW SHALL BE REMOVED FROM THE SITE.
- 11) A ROAD ACCESS EASEMENT SHALL BE PROVIDED TO LOT 2(HOTEL) FOR THE USE OF HOMESTEAD CIRCLE IN ORDER TO ENTER AND EXIT THE HOTEL PARKING LOT.
- 12) PARKING REQUIREMENTS ARE 1.5 SPACES/ELDERLY UNIT(2 OR LESS BEDROOMS) AND 2 SPACES/SINGLE UNIT. PARKING IS PROVIDED WITH A GARAGE AND EXTERNAL DRIVEWAY SPACE FOR EACH UNIT. ADDITIONALLY 7 GUEST SPACES ARE PROVIDED.
- 13) THIS PLAN REVISES THE PREVIOUSLY APPROVED PLAN DATED 2/12/21.

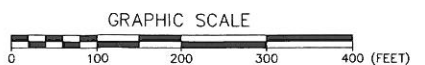
PHASING NOTES
 CONSTRUCTION TO BE PHASED AS FOLLOWS:

- 1) PHASE 1: PROPOSED ROAD, PROPOSED DRIVEWAY TO ABUTTER(OFFICE), ABUTTER PARKING LOT RE-STRIPING, WATER, SEWER, ELECTRICAL SITE CONNECTIONS, AND UNDERDRAINED SOIL FILTERS (POND 2A, 2B AND POND 3) TO BE CONSTRUCTED.
- 2) PHASE 2A: HOTEL, UNDERDRAINED SOIL FILTER (POND 4), LANDSCAPED BUFFER AREA AND PASSIVE RECREATION AREA TO BE CONSTRUCTED.
- 3) PHASE 2B: APARTMENT BUILDING FOUNDATIONS AND UNDERDRAINED SOIL FILTER (POND 1) TO BE CONSTRUCTED. PHASE 2A AND 2B CAN OCCUR SIMULTANEOUSLY.
- 4) PHASE 3: INDIVIDUAL APARTMENT BUILDINGS TO BE CONSTRUCTED ON A SCHEDULE PROVIDED BY THE OWNER.

SUBDIVISION NOTES

- 1) PARCEL TO BE SUBDIVIDED INTO TWO LOTS (LOT 1 AND LOT 2). LOT 1 WILL CONTAIN EIGHT APARTMENT BUILDINGS AND THE SOUTHERN ACCESS ROAD INTO THE SITE. LOT 2 WILL CONTAIN THE PROPOSED HOTEL AND THE NORTHERN ACCESS ROAD.
- 2) LOT 1 WILL GRANT AN ACCESS EASEMENT TO LOT 2 TO USE THE SOUTHERN ACCESS ROAD.
- 3) LOT 1 WILL GRANT A DRAINAGE EASEMENT TO LOT 2 TO USE THE UNDERDRAINED SOIL FILTERS (PONDS 2 AND 3) AND ALL DRAINAGE UNDER THE ACCESS ROAD.
- 4) BOTH LOTS SHALL GRANT EASEMENTS TO CONSTRUCT, CONNECT AND MAINTAIN UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, CABLE AND TELEPHONE THAT SERVE THE DEVELOPMENT.

- REFERENCES**
- 1) SITE AND SUBDIVISION PLAN, SOWERBY PARCEL KITTERY, MAINE** FOR DSS LAND HOLDINGS LIMITED LIABILITY CO., PO BOX 242, YORK, MAINE 03903**PREPARED BY ATTAR ENGINEERING, INC. DATED 11/8/2006, REVISION G (4/9/2008). YORK COUNTY REGISTRY OF DEEDS BOOK 332, PAGE 7.
 - 2) "MASTER SITE DEVELOPMENT PLAT, THE HOMESTEAD, 459 US ROUTE 1 KITTERY, MAINE" FOR LANDMARK HILL, LLC, 79 CONGRESS ST. PORTSMOUTH, NH 03801" PREPARED BY ATTAR ENGINEERING, INC. DATED 11/01/2018. YORK COUNTY REGISTRY OF DEEDS BOOK 399, PAGE 48.

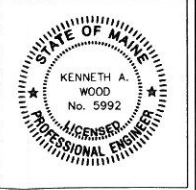


OWNER: DSS LAND HOLDINGS LLC
 PO BOX 242
 YORK, ME 03909

APPLICANT: MIDDLESEX LAND HOLDINGS, LLC
 1 BRIDGEVIEW CIRCLE
 TYNGSBORO, MA 01879

STATE OF MAINE
 YORK COUNTY ss. REGISTRY OF DEEDS
 RECEIVED _____ 20____
 AT _____ h. _____ m. _____ M. AND RECORDED IN
 PLAN BOOK _____ PAGE _____
 ATTEST _____ REGISTER

TOWN OF KITTERY PLANNING BOARD	DATE



1.0

MASTER SITE DEVELOPMENT PLAT
 THE HOMESTEAD
 459 US ROUTE 1 KITTERY, MAINE

FOR: MIDDLESEX LAND HOLDINGS, LLC
 1 BRIDGEVIEW CIRCLE
 TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
 CIVIL • STRUCTURAL • MARINE
 1284 STATE ROAD - ELIOT, MAINE 03903
 PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 100'
 DATE: 11/01/2018
 JOB NO: C091-21

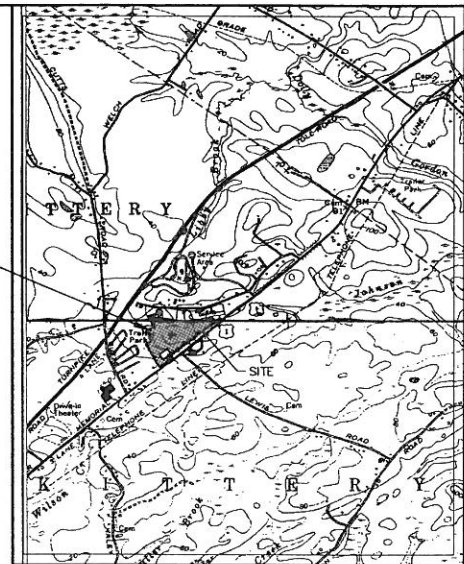
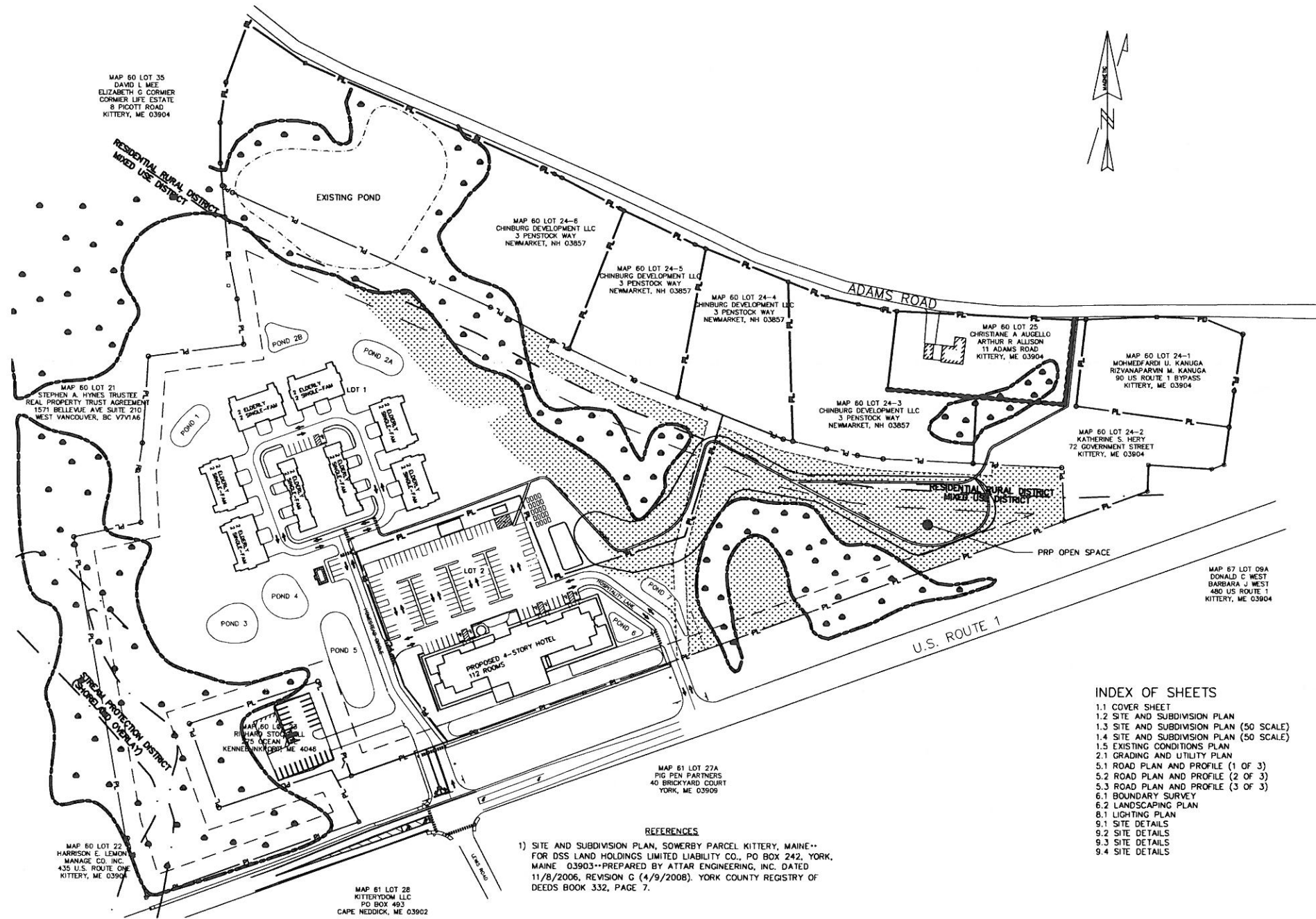
APPROVED BY: *[Signature]*
 FILE: THE HOMESTEAD BASE

DRAWN BY: BRN
 REVISION: DATE A: 06/16/2021
 SHEET 1.0

TAX MAP 60, LOT 24

THE HOMESTEAD SUBDIVISION

U.S. ROUTE 1, KITTERY, MAINE



INDEX OF SHEETS

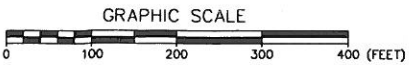
- 1.1 COVER SHEET
- 1.2 SITE AND SUBDIVISION PLAN
- 1.3 SITE AND SUBDIVISION PLAN (50 SCALE)
- 1.4 SITE AND SUBDIVISION PLAN (50 SCALE)
- 1.5 EXISTING CONDITIONS PLAN
- 2.1 GRADING AND UTILITY PLAN
- 5.1 ROAD PLAN AND PROFILE (1 OF 3)
- 5.2 ROAD PLAN AND PROFILE (2 OF 3)
- 5.3 ROAD PLAN AND PROFILE (3 OF 3)
- 6.1 BOUNDARY SURVEY
- 6.2 LANDSCAPING PLAN
- 8.1 LIGHTING PLAN
- 9.1 SITE DETAILS
- 9.2 SITE DETAILS
- 9.3 SITE DETAILS
- 9.4 SITE DETAILS

REFERENCES

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STATE OF MAINE
YORK COUNTY ss. REGISTRY OF DEEDS
RECEIVED _____ 20____
AT _____ h. _____ m. _____ A.M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

TOWN OF KITTEY PLANNING BOARD	DATE



OWNER: DSS LAND HOLDINGS LLC
PO BOX 242
YORK, ME 03909

APPLICANT: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

1.1

COVER SHEET
THE HOMESTEAD
459 US ROUTE 1 KITTEY, MAINE

FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128



SCALE: 1" = 100'
DATE: 02/08/2018
JOB NO: C091-21

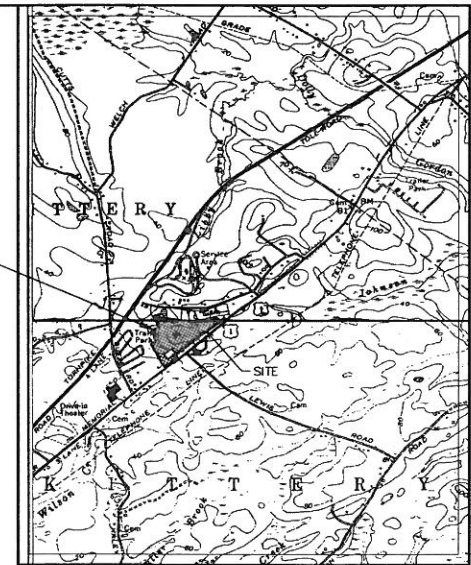
APPROVED BY: *[Signature]*
DRAWN BY: LMC
REVISION: DATE
Q: 04/14/2021
SHEET 1.1

NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	HOTEL REVISION	06/29/2020
M	CURBING CHANGES	05/11/2020
L	MAJOR MODIFICATION - GRADING REVISION	02/06/2020
K	HOTEL REVISION	11/21/2019
J	FINAL PLAN REVISION	03/27/2019
I	FINAL PLAN REVISION	01/24/2019
H	MDP SUBMISSION	01/23/2019
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-

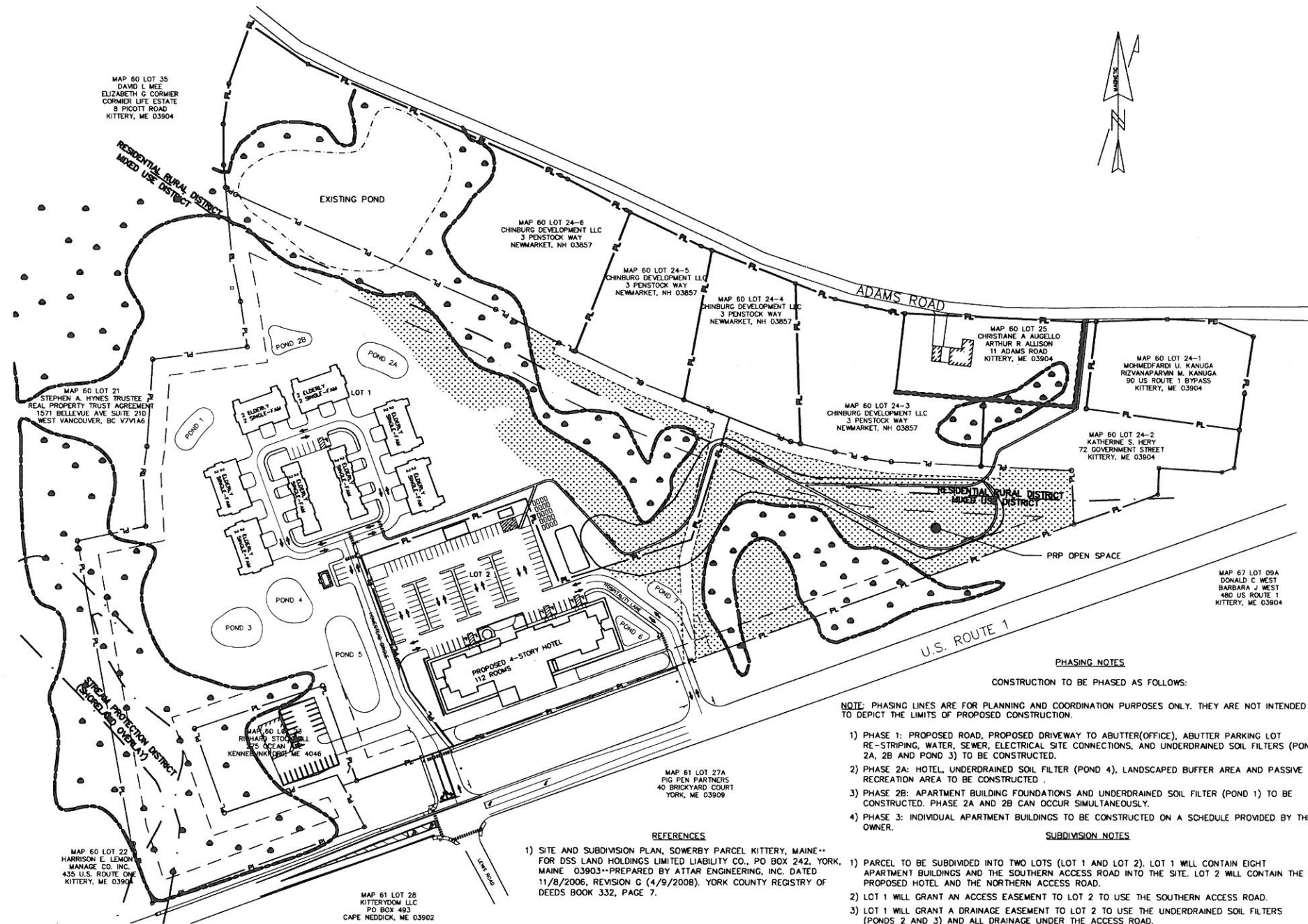
TAX MAP 60, LOT 24

THE HOMESTEAD SUBDIVISION

U.S. ROUTE 1, KITTERY, MAINE



LOCATION MAP
SCALE: 1" = 2,000'



GENERAL NOTES

1) THIS PLAN PROVIDES DETAILS FOR A MIXED USE DEVELOPMENT AT 459 U.S. ROUTE 1 CONSISTING OF 16 SINGLE-FAMILY (ELDERLY) UNITS AND 16 SINGLE-FAMILY (NON-AGE RESTRICTED) UNITS IN 8 BUILDINGS AND A 112 ROOM HOTEL. THE PROPERTY IS TO BE SUBDIVIDED INTO TWO SEPARATE PROPERTIES (SEE PROPOSED PROPERTY LINE ON SITE PLANS). LOT 1 HAS 590,488 SF OF AREA AND 552' OF STREET FRONTAGE. LOT 2 HAS 285,904 SF OF AREA AND 1104' OF STREET FRONTAGE.

2) THE PARCEL IDENTIFIED AS LOT 24 ON TAX MAP 60, CONTAINS APPROXIMATELY 20.12 ACRES; AND IS LOCATED WITHIN THE MIXED-USE (MU), RESIDENTIAL RURAL (R-RL) AND SHORELAND OVERLAY ZONING DISTRICTS. THE PARCEL IS SERVED BY MUNICIPAL WATER AND SEWER SYSTEMS.

3) SPACE AND BULK REQUIREMENTS FOR THE MIXED USE ZONING DISTRICT ARE AS FOLLOWS:

MIXED USE DISTRICT	
MIN. LOT AREA	200,000 SF
MIN. STREET FRONTAGE	250'
MIN. FRONT SETBACK	30'
MIN. SIDE SETBACK	40'
MIN. REAR SETBACK	40'
MAX. BUILDING HEIGHT	40'

4) BUILDABLE AREA/RESIDENTIAL DENSITY

TOTAL PARCEL AREA	=	876,427.2 S.F.	=	20.12 AC.
LESS 50% OF WETLANDS SETBACK	=	137,495.6 S.F.	=	3.16 AC.
LESS UNSUITABLE SOILS*	=	200,630 S.F.	=	4.61 AC.
LESS RIGHTS OF WAY/EASEMENTS**	=	124,314 S.F.	=	2.85 AC.

NET RESIDENTIAL AREA => 413,987.5 S.F. = 9.50 AC.
*INCLUDES WETLANDS, POORLY DRAINED AND VERY POORLY DRAINED SOILS
**INCLUDING TRAVELED WAYS AND PARKING

NET RESIDENTIAL DENSITY = 413,987.5 - (16 ELD. X 15,000 (PARKING EXTERNAL) - (16 APARTMENT. X 10,000 (PARKING EXTERNAL))) = 13,987.5 => OK

5) MIXED-USE REQUIREMENT IS CALCULATED AS FOLLOWS:

APARTMENTS(ELD.)	=	2,188 S.F. X 16 = 35,008 S.F. (26.3%)
APARTMENTS	=	2,188 S.F. X 16 = 35,008 S.F. (26.3%)
HOTEL	=	15,712 S.F. X 4 FLOORS = 62,848 S.F. (47.3%)
		35,008/132,864 = 26.3% WHICH IS GREATER THAN 10%(REQUIRED).

6) TOTAL OPEN SPACE REQUIRED IS 35%. 25% OF OPEN SPACE MUST BE IN FRONT 50% OF THE PARCEL: 20.23 AC X 0.35 = 7.08 AC. REQUIRED WITH 7.29 AC PROVIDED; 7.08 AC X 0.25 = 1.77 AC. REQUIRED WITH 5.58 AC PROVIDED IN THE FRONT OF THE PARCEL.

7) ALL BUILDINGS WILL BE SPRINKLED FOR FIRE PROTECTION.

TOTAL AREA TO BE DISTURBED: 8.22 ACRES, TOTAL IMPERVIOUS AREA: 3.79 ACRES, TOTAL LOT STREET FRONTAGE 1655.7 FT.

8) EXPECTED ANNUAL AVERAGE DAILY TRAFFIC(AADT) = 16 X 3.48(ELDERLY, ITE 252) + 16 X 6.59(RESIDENTIAL/APARTMENT, ITE 221) + 112 X 8.92(HOTEL, ITE 310/320) = 1,161 TRIPS/DAY. 162 TRIPS WILL BE GENERATED BY THE RESIDENTIAL AND ELDERLY UNITS ON HOMESTEAD CIRCLE.

9) WITH THE EXCEPTION OF THE PROPOSED CONSTRUCTION IN THIS PLAN THE 100 FT SETBACK FROM THE NORTHERN WETLAND WILL BECOME A NO CUT, NO DISTURB AREA AND MUST REMAIN UNDEVELOPED AND UNDISTURBED IN PERPETUITY, INCLUDING NO MOWING OR REMOVAL OF ANY VEGETATION WITHOUT A PERMIT FROM THE CODE ENFORCEMENT OFFICER.

10) IF ON-SITE SNOW STORAGE AREAS DO NOT HAVE ENOUGH CAPACITY ADDITIONAL SNOW SHALL BE REMOVED FROM THE SITE.

11) A ROAD ACCESS EASEMENT SHALL BE PROVIDED TO LOT 2(HOTEL) FOR THE USE OF HOMESTEAD CIRCLE IN ORDER TO ENTER AND EXIT THE HOTEL PARKING LOT.

12) PARKING REQUIREMENTS ARE 1.5 SPACES/ELDERLY UNIT(2 OR LESS BEDROOMS) AND 2 SPACES/SINGLE UNIT. PARKING IS PROVIDED WITH A GARAGE AND EXTERNAL DRIVEWAY SPACE FOR EACH UNIT. ADDITIONALLY 7 GUEST SPACES ARE PROVIDED.

13) THIS PLAN REVISES THE PREVIOUSLY APPROVED PLAN DATED 2/12/21.

PHASING NOTES

CONSTRUCTION TO BE PHASED AS FOLLOWS:

NOTE: PHASING LINES ARE FOR PLANNING AND COORDINATION PURPOSES ONLY. THEY ARE NOT INTENDED TO DEPICT THE LIMITS OF PROPOSED CONSTRUCTION.

- 1) PHASE 1: PROPOSED ROAD, PROPOSED DRIVEWAY TO ABUTTER(OFFICE), ABUTTER PARKING LOT RE-STRIPING, WATER, SEWER, ELECTRICAL SITE CONNECTIONS, AND UNDERDRAINED SOIL FILTERS (POND 2A, 2B AND POND 3) TO BE CONSTRUCTED.
- 2) PHASE 2A: HOTEL, UNDERDRAINED SOIL FILTER (POND 4), LANDSCAPED BUFFER AREA AND PASSIVE RECREATION AREA TO BE CONSTRUCTED.
- 3) PHASE 2B: APARTMENT BUILDING FOUNDATIONS AND UNDERDRAINED SOIL FILTER (POND 1) TO BE CONSTRUCTED. PHASE 2A AND 2B CAN OCCUR SIMULTANEOUSLY.
- 4) PHASE 3: INDIVIDUAL APARTMENT BUILDINGS TO BE CONSTRUCTED ON A SCHEDULE PROVIDED BY THE OWNER.

SUBDIVISION NOTES

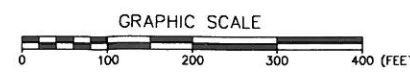
- 1) PARCEL TO BE SUBDIVIDED INTO TWO LOTS (LOT 1 AND LOT 2). LOT 1 WILL CONTAIN EIGHT APARTMENT BUILDINGS AND THE SOUTHERN ACCESS ROAD INTO THE SITE. LOT 2 WILL CONTAIN THE PROPOSED HOTEL AND THE NORTHERN ACCESS ROAD.
- 2) LOT 1 WILL GRANT AN ACCESS EASEMENT TO LOT 2 TO USE THE SOUTHERN ACCESS ROAD.
- 3) LOT 1 WILL GRANT A DRAINAGE EASEMENT TO LOT 2 TO USE THE UNDERDRAINED SOIL FILTERS (PONDS 2 AND 3) AND ALL DRAINAGE UNDER THE ACCESS ROAD.
- 4) BOTH LOTS SHALL GRANT EASEMENTS TO CONSTRUCT, CONNECT AND MAINTAIN UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, CABLE AND TELEPHONE THAT SERVE THE DEVELOPMENT.

REFERENCES

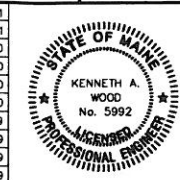
- 1) SITE AND SUBDIVISION PLAN, SOWERBY PARCEL KITTEERY, MAINE** FOR DSS LAND HOLDINGS LIMITED LIABILITY CO., PO BOX 242, YORK, MAINE 03903--PREPARED BY ATTAR ENGINEERING, INC. DATED 11/8/2006, REVISION G (4/9/2008). YORK COUNTY REGISTRY OF DEEDS BOOK 332, PAGE 7.

STATE OF MAINE
YORK COUNTY ss. REGISTRY OF DEEDS
RECEIVED _____ 20____
AT _____ M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

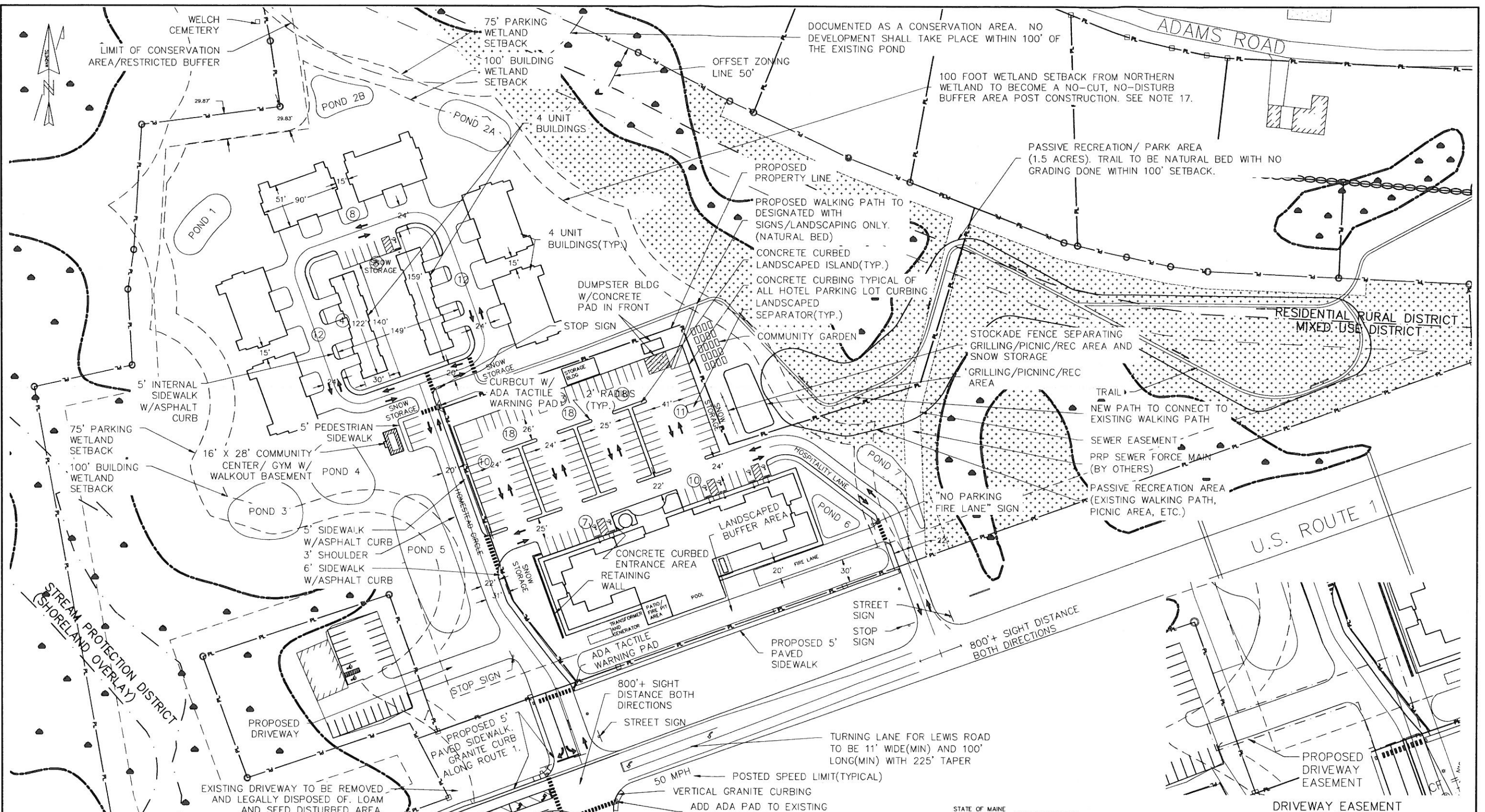
TOWN OF KITTEERY PLANNING BOARD	DATE



NO.	DESCRIPTION	DATE
O	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	HOTEL REVISION	06/29/2020
M	CURBING CHANGES	05/11/2020
L	MAJOR MODIFICATION - GRADING REVISION	02/06/2020
K	HOTEL REVISION	11/21/2019
J	FINAL PLAN REVISION	03/27/2019
I	FINAL PLAN SUBMISSION	01/24/2019
H	MOEP SUBMISSION	01/23/2019
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-



1.2	SITE AND SUBDIVISION PLAN THE HOMESTEAD 459 US ROUTE 1 KITTEERY, MAINE	
	FOR: MIDDLESEX LAND HOLDINGS, LLC 1 BRIDGEVIEW CIRCLE TYNGSBORO, MA 01879	
ATTAR ENGINEERING, INC. CIVIL • STRUCTURAL • MARINE 1284 STATE ROAD - ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128		
SCALE: 1" = 100'	APPROVED BY: 	DRAWN BY: BRN
DATE: 02/08/2018	REVISION : DATE Q:04/14/2021	SHEET 1.2 TAX MAP 60, LOT 24
JOB NO: C091-21 FILE: THE HOMESTEAD BASE		



LEGEND		
NEW SETBACK	---XXX---	UCU
DESIGNATED OPEN SPACE	XXXXXX	SEWER MANHOLE
PROPERTY LINE	PL	EXISTING WATER LINE
EXISTING CONTOUR	---XXX---	EXISTING SEWER LINE
PROPOSED CONTOUR	---XXX---	UTILITY POLE
PROPOSED WATER MAIN	W	IRON PIN
PROPOSED WATER SERVICE	W-S	STONE MONUMENT
PROPOSED SEWER LINE	S	
		DRAINAGE STRUCTURE
		WATER VALVE
		WATER SHUT OFF
		HYDRANT
		CURB

TOWN OF KITTERY
PLANNING BOARD

DATE _____

STATE OF MAINE
YORK COUNTY ss. REGISTRY OF DEEDS
RECEIVED _____ 20____
AT _____ h. _____ m. _____ M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

NO.	DESCRIPTION	DATE
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M	CURBING CHANGES	05/11/2020
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J	FINAL PLAN REVISION	03/27/2019
I	FINAL PLAN SUBMISSION	01/24/2019
H	MDEP SUBMISSION	01/23/2019
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-

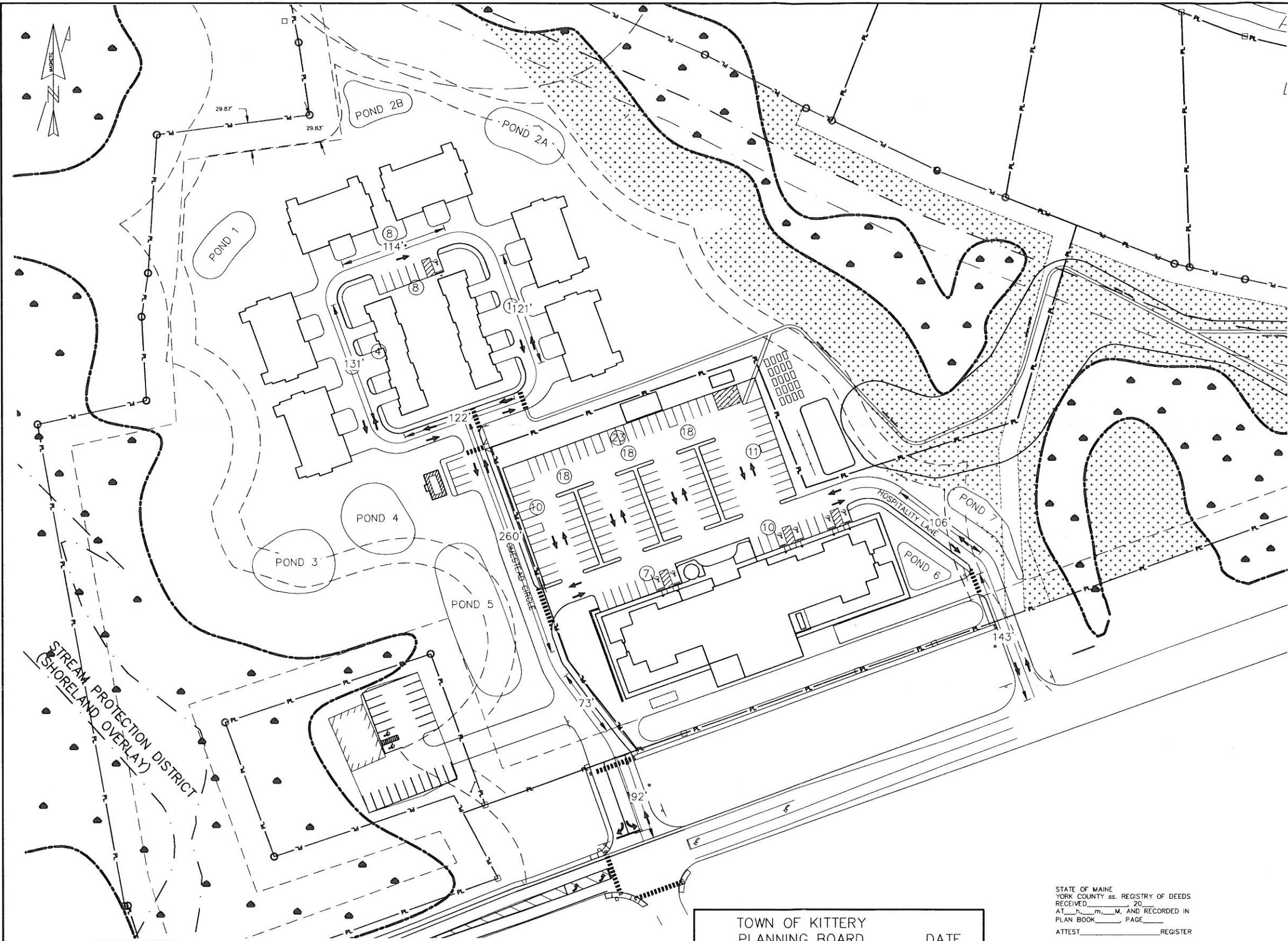
1.3

SITE AND SUBDIVISION PLAN
THE HOMESTEAD
459 US ROUTE 1 KITTERY, MAINE

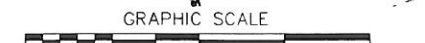
FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 50'
DATE: 02/08/2018
JOB NO: C091-21
APPROVED BY:
DRAWN BY: BRN
REVISION: DATE
Q: 04/14/2021
FILE: THE HOMESTEAD BASE SHEET 1.3



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Dir.
C1	28.740	93.658	17.5816	28.6	S27° 58' 32"E
C2	30.350	100.000	17.3892	30.2	S28° 04' 18"E
C3	49.391	32.219	87.8338	44.7	S26° 22' 35"W
C4	63.221	40.248	90.0000	56.9	S64° 44' 46"E
C5	47.168	29.999	90.0883	42.5	N25° 13' 53"E
C6	46.860	30.000	89.4958	42.2	N64° 33' 39"W
C7	17.896	31.000	33.0756	17.6	N36° 34' 49"W
C8	50.523	51.000	56.7600	48.5	N81° 29' 53"W



LEGEND			
NEW SETBACK	—	UNDER GROUND UTILITIES	UGU —
DESIGNATED OPEN SPACE	[Stippled Area]	SEWER MANHOLE	⊙
PROPERTY LINE	— PL —	EXISTING WATER LINE	— EW —
EXISTING CONTOUR	- - - XXX - - -	EXISTING SEWER LINE	— ES —
PROPOSED CONTOUR	- - - XXX - - -	UTILITY POLE	⊙
PROPOSED WATER MAIN	— W —	IRON PIN	⊙
PROPOSED WATER SERVICE	— WS —	STONE MONUMENT	⊙
PROPOSED SEWER LINE	— S —		
		DRAINAGE STRUCTURE	⊙
		WATER VALVE	⊙
		WATER SHUT OFF	⊙
		HYDRANT	⊙
		CURB	—

TOWN OF KITTERY PLANNING BOARD _____ DATE _____

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

1.4 SITE AND SUBDIVISION PLAN
THE HOMESTEAD
459 US ROUTE 1 KITTERY, MAINE

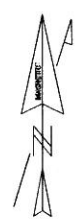
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H	MDEP SUBMISSION	01/23/2019
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-



FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 50'	APPROVED BY: 	DRAWN BY: LMC
DATE: 02/08/2018	REVISION : DATE 0. 04/14/2021	SHEET 1.4
JOB NO: C091-21	FILE: THE HOMESTEAD BASE	TAX MAP 60, LOT 24



EXISTING SEWER INFRASTRUCTURE APPROXIMATED. VERIFY IN FIELD PRIOR TO CONSTRUCTION. REMOVE EXISTING MANHOLES AND SEWER PIPE BEYOND THIS POINT. CONNECT PROPOSED SEWER SERVICE(SEE GRADING PLAN).

EXISTING BUILDING AND LOT TO REMAIN. LOT TO BE RE-STRIPED AND ADJUSTED TO MEET NEW ENTRANCE. SEE SITE PLAN.

EXISTING BUILDING TO BE DEMOLISHED AND REMOVED FROM THE SITE. SEE NOTE 2

EXISTING ASPHALT TO BE REMOVED

SEE GRADING AND UTILITY PLAN REGARDING THE CHANGE/REMOVAL OF EXISTING OVERHEAD UTILITY
EXISTING ENTRANCE TO BE REBUILT. SEE SITE PLAN

EXISTING 12" SEWER MAIN

EXISTING 12" DI WATER MAIN

EXISTING " WATER MAIN LINE VALVE

EXISTING HYDRANT TO BE RELOCATED. SEE GRADING AND UTILITY PLAN

TIE INTO EXISTING 6" SDR 35 SEWER LINE. SEE GRADING AND UTILITY PLAN. VERIFY LOCATION AND CONDITION IN FIELD.

REMOVE EXISTING DRIVEWAY PAVEMENT/LOAM AND SEED PER E&S NOTES

GENERAL NOTES

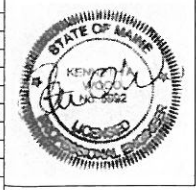
- LEGAL, OFFSITE DISPOSAL OF DEMOLISHED MATERIALS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- FILLING OF EXISTING EXCAVATED AREAS AFTER DEMOLITION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH PRACTICES RECOMMENDED BY A LICENSE GEOTECHNICAL ENGINEER.



1.5

EXISTING CONDITIONS PLAN
THE HOMESTEAD
459 US ROUTE 1 KITTERY, MAINE

Q	MAJOR MODIFICATION	02/12/2021
P	SITE PLAN AMENDMENT	11/16/2020
O	SKETCH PLAN RESUBMISSION	02/06/2020
N	MAJOR MODIFICATION	11/21/2019
M	HOTEL REVISION	03/27/2019
L	FINAL PLAN REVISION	01/24/2019
K	FINAL PLAN SUBMISSION	01/23/2019
J	MDEP SUBMISSION	9/20/2018
I	PRELIMINARY PLAN SUBMISSION	5/08/2018
H	PRELIMINARY PLAN REVISION	



FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

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1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 100'	APPROVED BY: 	DRAWN BY: BRN
DATE: 1/18/2018	REVISION : DATE A: 05/08/2018	
JOB NO: C091-21	FILE: THE HOMESTEAD BASE	SHEET 1.5

GENERAL NOTES

- SEWER MAINS TO BE 8" SDR 35 PVC. ALL OTHER APPURTENANCES SHALL MEET KITTERY SEWER DISTRICT STANDARDS. SEE DETAIL FOR TYPICAL INDIVIDUAL SERVICE SIZES.
- ALL PIPES, VALVES, FITTINGS, AND CONNECTIONS SHALL MEET CURRENT KITTERY WATER DISTRICT STANDARDS.
- ALL WATER SERVICES TO BE EQUIPPED WITH CURB STOPS.
- ALL STORM DRAINS TO BE ADS N-12 (PE) OR APPROVED EQUAL.
- A MINIMUM OF 5.0' OF COVER SHALL BE MAINTAINED OVER ALL WATER LINES.
- CENTRAL MAINE POWER COMPANY WILL PREPARE THE ELECTRICAL PLAN FOR CONSTRUCTION. ALL ELECTRICAL, TELEPHONE, AND CABLE SERVICES WILL BE UNDERGROUND.
- NEW WATER AND SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH RESPECTIVE DISTRICT REQUIREMENTS.
- EACH E & S CELL REPRESENTS A LIMITED AREA TO BE CONSTRUCTED WITH ALL EROSION & SEDIMENT CONTROL MEASURES IN PLACE. ALL "CELLS" SHALL BE PROTECTED BY EROSION & SEDIMENT CONTROL BEST MANAGEMENT PRACTICES AS REQUIRED BY THE E & S PLAN. EROSION & SEDIMENT CONTROL SHALL BE MAINTAINED FOR EACH CELL THROUGH-OUT THE COMPLETION OF THE ENTIRE PROJECT. THE CELLS SHALL BE ESTABLISHED IN THERE NUMERICAL ORDER.

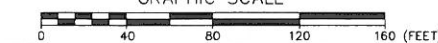
DRAINAGE STRUCTURE SCHEDULE

DESC	RIM ELEV	INV IN	INV OUT	PIPE SIZE(IN.)
CB 1	59.0	-	54.0	12
CB 2	55.9	53.0	50.2	12
CB 3	57.0	-	54.0	12
CB 4	59.9	-	57.0	12
CB 5	53.9	-	50.8	12
CB 6	57.1	54.3	54.0	12
CB 7	61.7	55.0	54.9	12
CB 8	63.4	55.7	55.6	12
CB 9	61.7	56.6	56.5	12
CB 10	53.9	-	50.5	12
CB 11	57.4	52.8	52.7	12
CB 12	60.9	54.3	54.2	12
CB 13	60.9	55.1	55.0	12
CB 14	61.5	-	57.4	12
CB 15	59.8	-	56.7	12
CB 16	53.5	50.6	50.5	12
CB 17	54.0	50.3	49.0	12
CB 18	55.5	-	51.0	12
CB 19	55.5	-	51.0	12
CB 20	53.0	49.5	49.4	12
CB 21	59.0	55.0	54.0	12
CB 22	61.0	55.0	54.0	12
CB 23	59.0	-	56.0	12

LEGEND

NEW SETBACK	---
DESIGNATED OPEN SPACE	PL
PROPERTY LINE	PL
EXISTING CONTOUR	---XXX---
PROPOSED CONTOUR	XXX---
PROPOSED WATER MAIN	W
PROPOSED WATER SERVICE	W
PROPOSED SEWER LINE	S
UNDER GROUND UTILITIES	UGU
SEWER MANHOLE	⊙
EXISTING WATER LINE	EW
EXISTING SEWER LINE	ES
UTILITY POLE	⊙
IRON PIN	⊙
STONE MONUMENT	⊙
DRAINAGE STRUCTURE	⊙
WATER VALVE	⊙
WATER SHUT OFF	⊙
HYDRANT	⊙
CURB	---

GRAPHIC SCALE



2.1

GRADING & UTILITY PLAN
THE HOMESTEAD
459 US ROUTE 1 KITTERY, MAINE

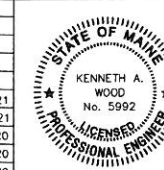
FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.

CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 40'
DATE: 3/1/2021
JOB NO: C091-21

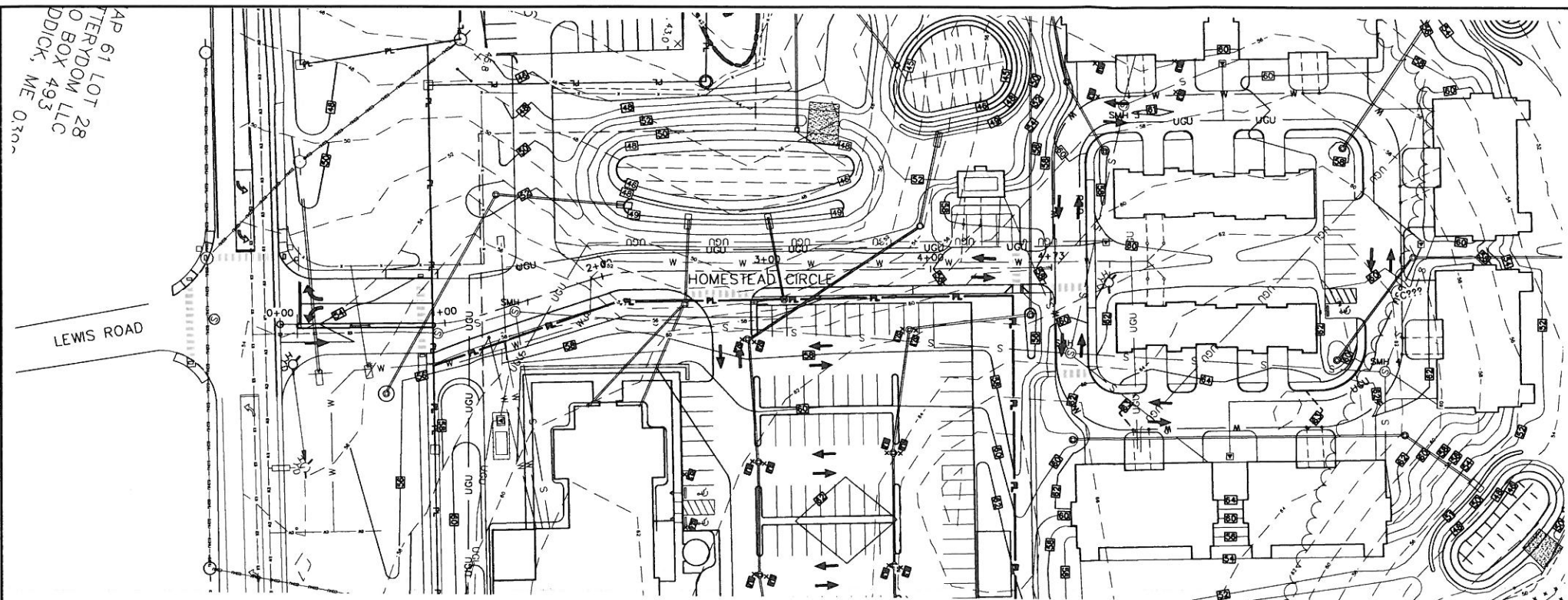
APPROVED BY: *[Signature]*
DRAWN BY: LMC
REVISION: DATE
0: 04/14/2021
SHEET 2.1



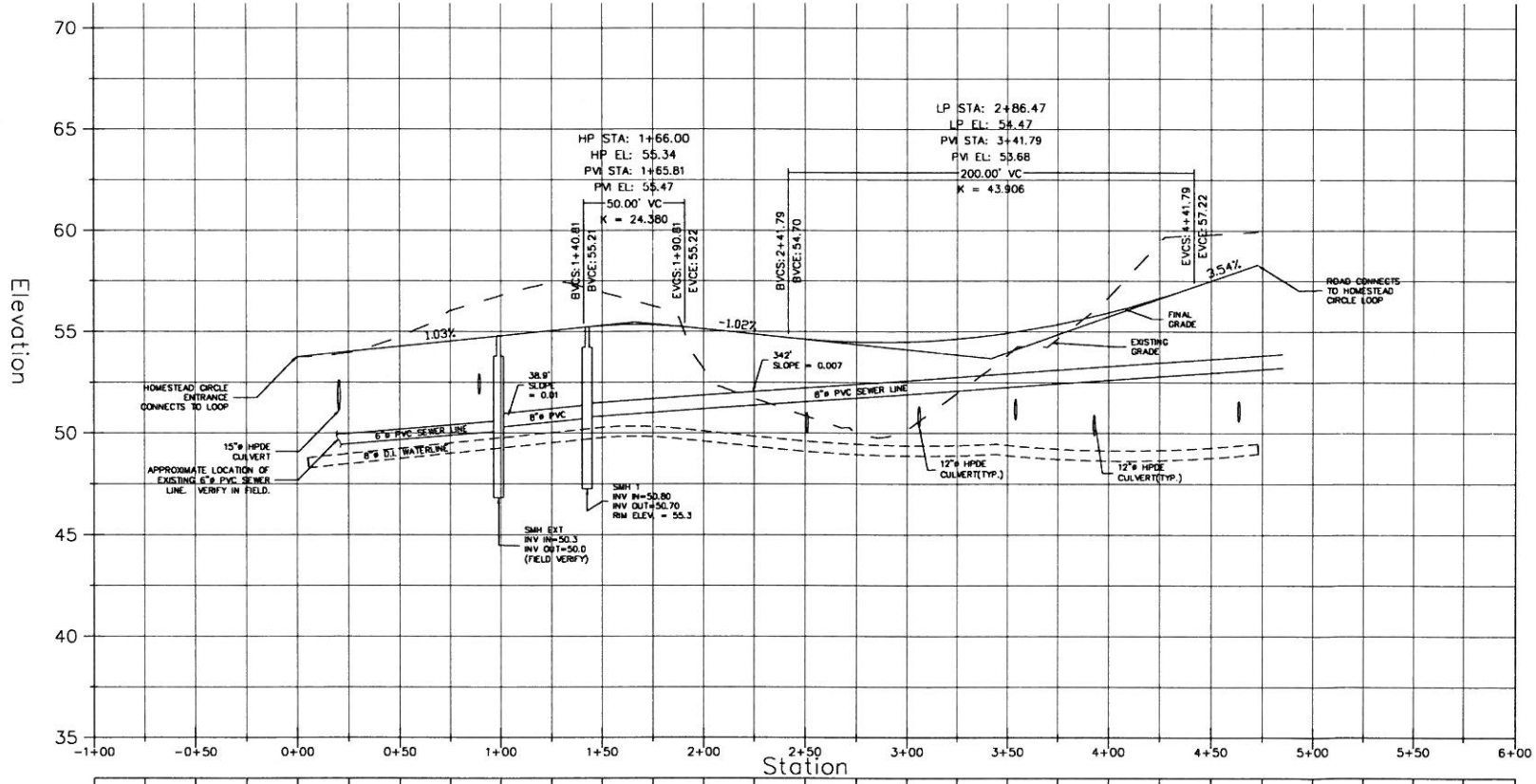
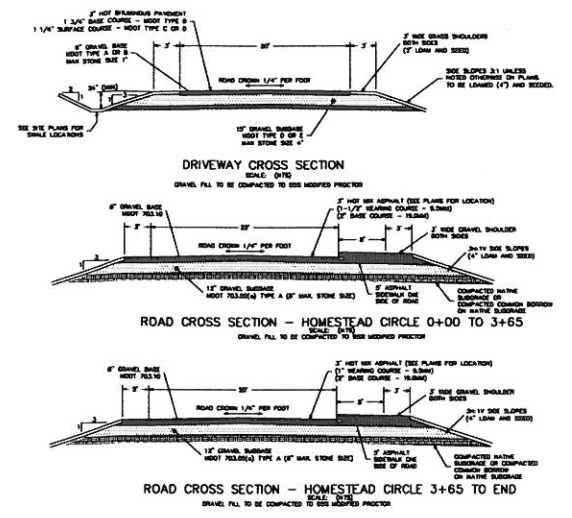
NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	HOTEL REVISION	06/29/2020
M	CURBING CHANGES	05/11/2020
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	



AP 61 LOT 28
 TERRYDOM LLC
 O BOX 493
 DDICK, ME 0300



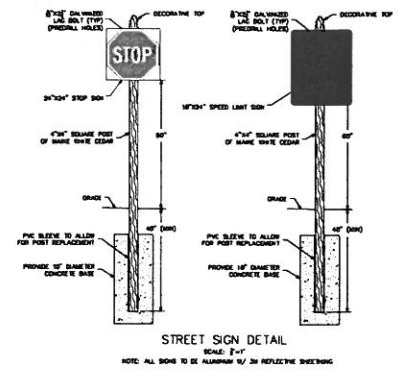
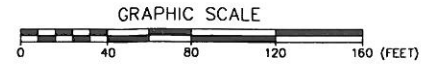
ROAD PLAN - HOMESTEAD CIRCLE
 SCALE: 1" = 40'



ROAD PROFILE - HOMESTEAD CIRCLE
 H. SCALE: 1" = 40'
 V. SCALE: 1" = 4'

Station	Centerline Elevations
-1+00	
-0+50	
0+00	53.8
0+10	53.76
0+20	54.0
0+30	53.95
0+40	54.3
0+50	54.73
1+00	54.3
1+10	54.3
1+20	54.3
1+30	54.3
1+40	54.3
1+50	54.3
1+60	54.3
1+70	54.3
1+80	54.3
1+90	54.3
2+00	54.3
2+10	54.3
2+20	54.3
2+30	54.3
2+40	54.3
2+50	54.3
2+60	54.3
2+70	54.3
2+80	54.3
2+90	54.3
3+00	54.3
3+10	54.3
3+20	54.3
3+30	54.3
3+40	54.3
3+50	54.3
3+60	54.3
3+70	54.3
3+80	54.3
3+90	54.3
4+00	54.3
4+10	54.3
4+20	54.3
4+30	54.3
4+40	54.3
4+50	54.3
4+60	54.3
4+70	54.3
4+80	54.3
4+90	54.3
5+00	54.3
5+10	54.3
5+20	54.3
5+30	54.3
5+40	54.3
5+50	54.3
5+60	54.3
5+70	54.3
5+80	54.3
5+90	54.3
6+00	54.3

ROAD DESIGN NOTES
 1) TOTAL ROAD LENGTH OF HOMESTEAD CIRCLE IS: 473'
 2) TOTAL ROAD LENGTH OF HOSPITALITY LANE IS: 317'



5.1

ROAD PLAN AND PROFILE
 THE HOMESTEAD
 459 US ROUTE 1 KITTELY, MAINE

NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	MAJOR MODIFICATION	02/06/2020
M	HOTEL REVISION	11/21/2019
L	FINAL PLAN REVISION	03/27/2019
K	FINAL PLAN SUBMISSION	01/24/2019
J	MDEP SUBMISSION	01/23/2019
I	PRELIMINARY PLAN SUBMISSION	9/20/2018
H	PRELIMINARY PLAN REVISION	5/08/2018
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-
NO.	REVISIONS	DATE



FOR: MIDDLESEX LAND HOLDINGS, LLC
 1 BRIDGEVIEW CIRCLE
 TYNGSBORO, MA 01879

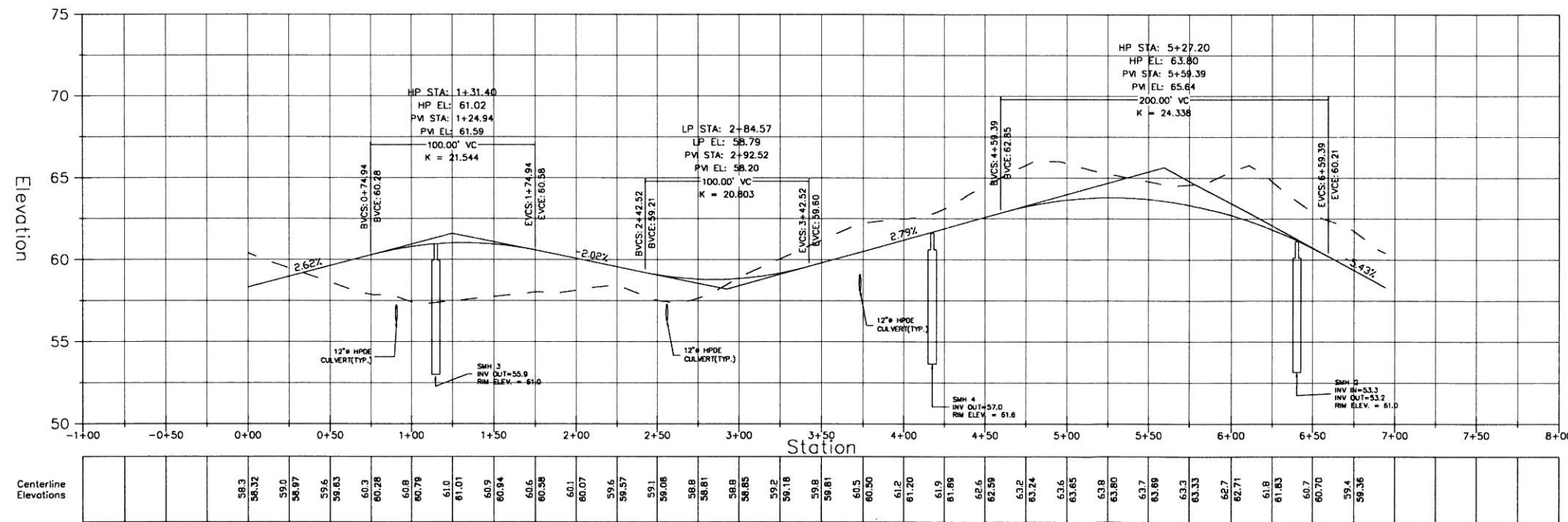
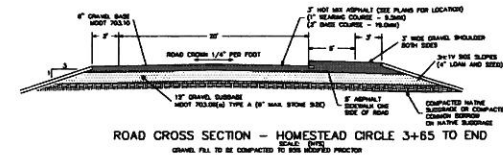
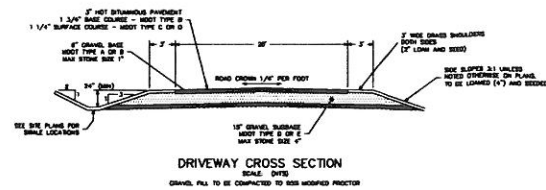
ATTAR ENGINEERING, INC.
 CIVIL • STRUCTURAL • MARINE
 1284 STATE ROAD - ELIOT, MAINE 03903
 PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 40'
 DATE: 02/08/2018
 APPROVED BY: [Signature]
 DRAWN BY: LMC
 REVISION: DATE
 0: 04/14/2021
 JOB NO: C091-21 FILE: THE HOMESTEAD BASE SHEET 5.1



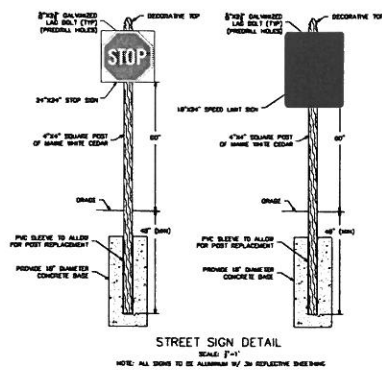
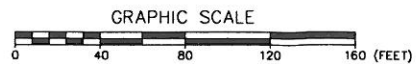
ROAD PLAN - HOMESTEAD CIRCLE

SCALE: 1" = 40'



ROAD PROFILE - HOMESTEAD CIRCLE

H. SCALE: 1" = 40'
V. SCALE: 1" = 4'



ROAD DESIGN NOTES

- TOTAL ROAD LENGTH OF HOMESTEAD CIRCLE IS: 473'
- TOTAL ROAD LENGTH OF HOSPITALITY LANE IS: 317'

5.2

ROAD PLAN AND PROFILE
THE HOMESTEAD
459 US ROUTE 1 KITTERY, MAINE

FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.

CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 40'

APPROVED BY:

DRAWN BY:

DATE:

REVISION: DATE

02/08/2018

Q: 04/14/2021

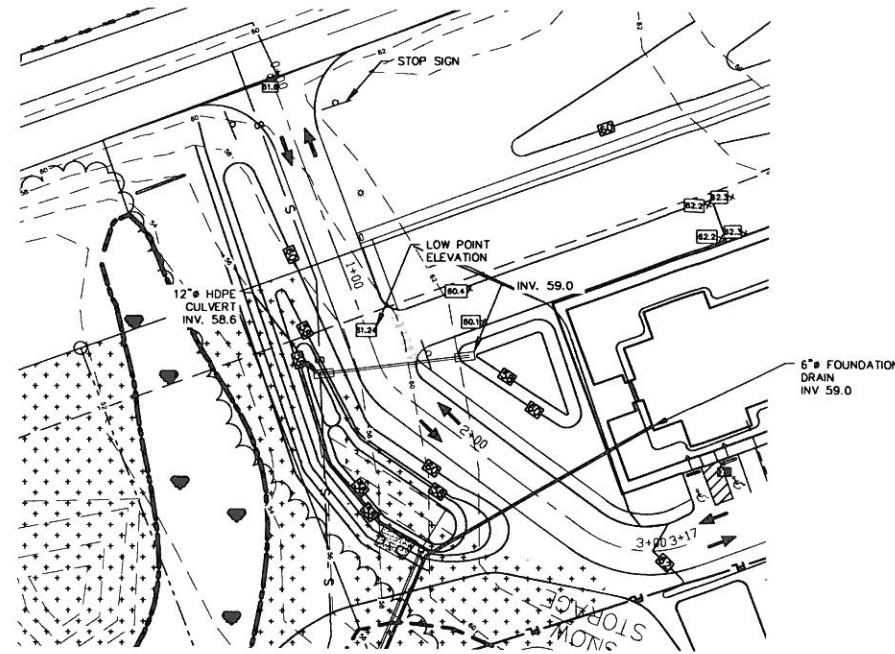
JOB NO: C091-21

FILE: THE HOMESTEAD BASE

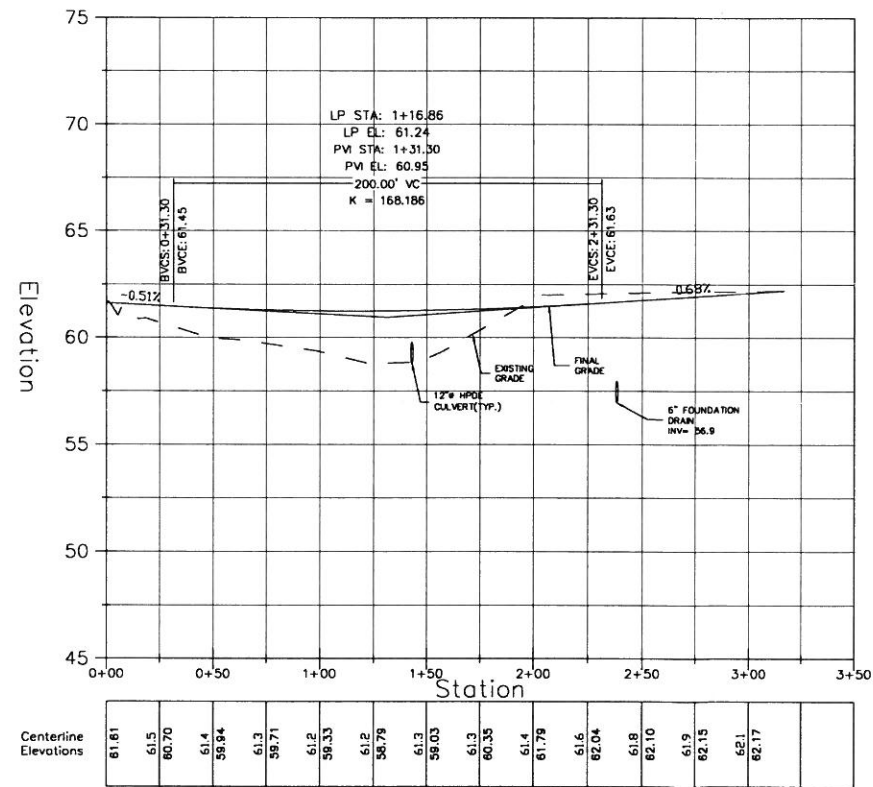
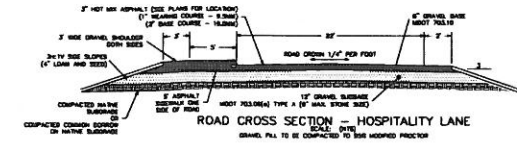
SHEET 5.2



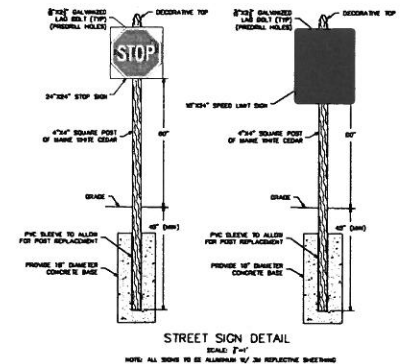
NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	MAJOR MODIFICATION	02/06/2020
M	HOTEL REVISION	11/21/2019
L	FINAL PLAN REVISION	03/27/2019
K	FINAL PLAN SUBMISSION	01/24/2019
J	MDP SUBMISSION	01/23/2019
I	PRELIMINARY PLAN SUBMISSION	9/20/2018
H	PRELIMINARY PLAN REVISION	5/08/2018
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-



ROAD PLAN - HOSPITALITY WAY
SCALE: 1" = 40'



ROAD PROFILE - HOSPITALITY WAY
H. SCALE: 1" = 40'
V. SCALE: 1" = 4'

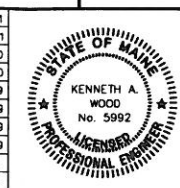


ROAD DESIGN NOTES

- 1) TOTAL ROAD LENGTH OF HOMESTEAD CIRCLE IS: 473'
- 2) TOTAL ROAD LENGTH OF HOSPITALITY LANE IS: 317'



NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
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I	PRELIMINARY PLAN SUBMISSION	9/20/2018
H	PRELIMINARY PLAN REVISION	5/08/2018
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-



5.3

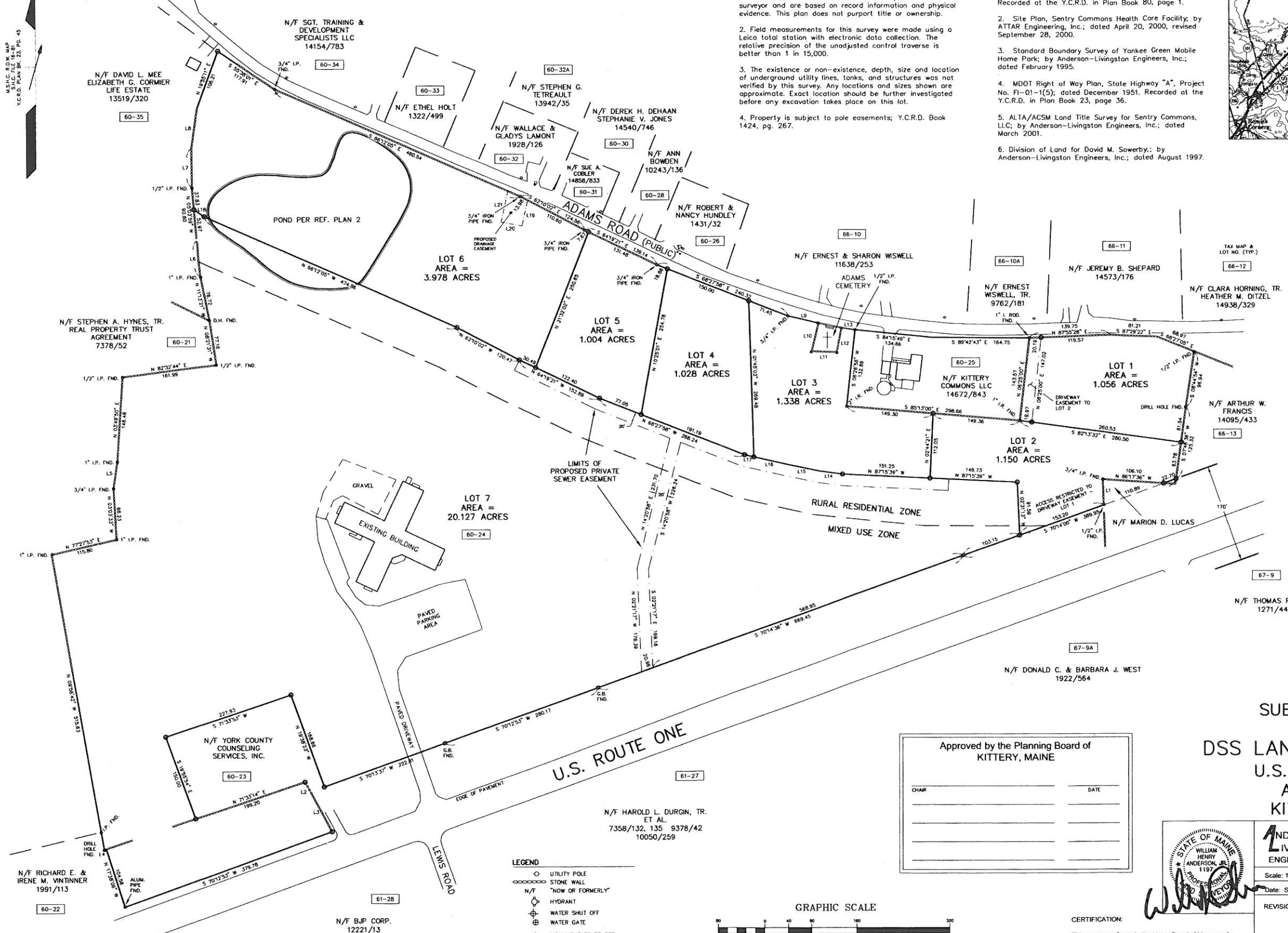
ROAD PLAN AND PROFILE
THE HOMESTEAD
459 US ROUTE 1 KITTERY, MAINE

FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 40'	APPROVED BY: 	DRAWN BY: LMC
DATE: 02/08/2018	REVISION : DATE	REVISION : DATE
JOB NO: C091-21	FILE: THE HOMESTEAD BASE	SHEET 5.3

MEANS PLAN MAP
 SHIC FILE 16-81
 Y.C.R.D. PLAN BK. 23 PG. 45



NOTES:

- The boundaries as delineated are the opinion of this surveyor and are based on record information and physical evidence. This plan does not purport title or ownership.
- Field measurements for this survey were made using a Leica total station with electronic data collection. The relative precision of the unadjusted control traverse is better than 1 in 15,000.
- The existence or non-existence, depth, size and location of underground utility lines, tanks, and structures was not verified by this survey. Any locations and sizes shown are approximate. Exact location should be further investigated before any excavation takes place on this lot.
- Property is subject to pole easements; Y.C.R.D. Book 1424, pg. 267.

REFERENCE PLANS:

- Plot Plan of Land of Kittery Convalescent Center; by Moulton Engineering Co.; dated March 17, 1976. Recorded at the Y.C.R.D. in Plan Book 80, page 1.
- Site Plan, Sentry Commons Health Care Facility, by ATTAR Engineering, Inc.; dated April 20, 2000, revised September 28, 2000.
- Standard Boundary Survey of Yankee Green Mobile Home Park; by Anderson-Livingston Engineers, Inc.; dated February 1995.
- MDOT Right of Way Plan, State Highway "A", Project No. FI-01-1(5); dated December 1951. Recorded at the Y.C.R.D. in Plan Book 23, page 36.
- ALTA/ACSM Land Title Survey for Sentry Commons, LLC; by Anderson-Livingston Engineers, Inc.; dated March 2001.
- Division of Land for David M. Sowerby; by Anderson-Livingston Engineers, Inc.; dated August 1997.



VICINITY MAP

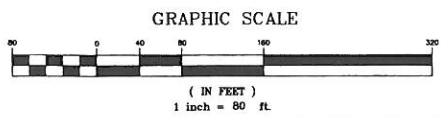
LINE	BEARING	DIST
L1	S 01°57'16" E	44.39
L2	S 28°20'00" E	19.58
L3	S 28°17'30" E	77.86
L4	S 81°12'20" W	3.43
L5	N 08°34'48" E	46.62
L6	N 05°11'57" W	63.24
L7	N 00°21'24" W	68.54
L8	N 08°05'53" E	68.69
L9	S 77°08'20" E	54.19
L10	S 13°46'22" W	50.12
L11	S 88°11'01" E	44.40
L12	N 11°00'33" E	42.51
L13	S 82°23'52" E	24.39
L14	N 82°33'59" W	43.83
L15	N 78°21'23" W	52.97
L16	N 77°06'20" W	59.39
L17	N 77°06'20" W	16.40
L18	N 55°36'01" W	21.06
L19	S 12°14'31" W	45.25
L20	N 79°30'24" W	36.02
L21	N 12°14'31" E	54.72

REFERENCE DEEDS:

- David M. Sowerby and Suzanne Sowerby to DSS Land Holdings, LLC; dated March 28, 1996. Recorded at the Y.C.R.D. in Book 7784, page 66.
- Arnold F. & Jean S. Dickinson to Sentry Commons, LLC; dated July 28, 2000. Recorded at the Y.C.R.D. in Book 10147, page 184.
- Marion D. Lucas to the State of Maine; dated April 24, 1952. Recorded at the Y.C.R.D. in Book 1205, page 527.
- Rose E. Adams to the State of Maine; dated March 13, 1952. Recorded at the Y.C.R.D. in Book 1204, page 324.

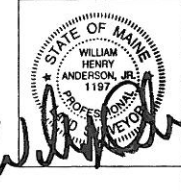
Approved by the Planning Board of
 KITTERY, MAINE

CHAIR	DATE



- LEGEND**
- UTILITY POLE
 - STONE WALL
 - N/F "NOW OR FORMERLY"
 - ⊕ HYDRANT
 - ⊖ WATER SHUT OFF
 - ⊕ WATER GATE
 - MONUMENT TO BE SET
 - GRANITE BOUND FOUND

**SUBDIVISION PLAN
 FOR
 DSS LAND HOLDINGS, LLC
 U.S. ROUTE ONE &
 ADAMS ROAD
 KITTERY, MAINE**



ANDERSON LIVINGSTON ENGINEERS, INC.
 Suite 401 Cottage Place
 433 II U.S. Route One
 York, Maine 03909

Scale: 1 in = 80 ft.
 Date: September 14, 2007

OWNER:
 DSS Land Holdings, LLC
 P.O. Box 242
 York, ME 03909

REVISIONS:

Sheet 1 of 1 G.I.

FILE NO: 4872.004
 PLAN NO: 1516.070901

I:\scans\projects\1516\1516070901\1516070901.dwg

17
 45
 45



LANDSCAPING NOTES

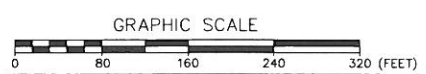
- 1) THE CONTRACTOR SHALL FOLLOW BEST MANAGEMENT PRACTICES DURING CONSTRUCTION AND SHALL TAKE ALL MEANS NECESSARY TO STABILIZE AND PROTECT THE SITE FROM EROSION.
- 2) EROSION CONTROL SHALL BE IN PLACE PRIOR TO CONSTRUCTION.
- 3) EROSION CONTROL TO CONSIST OF HAY BALES AND EROSION CONTROL FABRIC SHALL BE STAKED IN PLACE BETWEEN THE WORK AND WATER BODIES, WETLANDS AND/OR DRAINAGE WAYS PRIOR TO ANY CONSTRUCTION.
- 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) THE CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL UTILITIES WITH RESPECTIVE UTILITY OWNERS PRIOR TO CONSTRUCTION. CALL DIGSAFE AT 1-888-344-7233.
- 6) THE CONTRACTOR SHALL GUARANTEE ALL PLANTS FOR NOT LESS THAN TWO YEARS FROM THE TIME OF ACCEPTANCE. OWNER AND/OR HOME OWNERS ASSOCIATION SHALL HAVE ALL LANDSCAPING IMPROVEMENTS MAINTAINED FOR THE LIFE OF THE DEVELOPMENT PER KITTERY LAND USE CODE 16.8.18.1.
- 7) ALL LANDSCAPING SHALL BE PROVIDED WITH EITHER OF THE FOLLOWING:
 - 7)1) AN UNDERGROUND SPRINKLER SYSTEM
 - 7)2) AN OUTSIDE HOSE ATTACHMENT WITHIN 150 FEET
- 8) 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 1/2" IN WIDTH, FREE OF WOODCHIPS AND SAW DUST. 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.
- 9) ALL DISTURBED AREAS WILL BE DRESSED WITH 4" OF TOPSOIL 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.
- 10) NUMBER OF TREES AND PLANTS REQUIRED AT FRONTAGE:

	TREES	PLANTS
REQUIRED	60	375
PROPOSED	66	410
- 11) NUMBER OF TREES AND PLANTS REQUIRED AT PARKING:

	TREES
REQUIRED	1 PER 8 SPACES (13)
PROPOSED	38
- 12) LANDSCAPED BUFFER TREES TO BE PLANTED AT 25' CL SPACING.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE
AS	ACER SACCHARUM 'BONFIRE'	BONFIRE SUGAR MAPLE	39	2.5-3" CAL
LL	LARIX LARICINA	AMERICAN LARCH	30	2.5-3" CAL
F	FRAXINUS PENNSYLVANICA 'PATMORE'	PATMORE GREEN ASH	4	2.5-3" CAL
JV	JUNIPERUS VIRGINIANA	RED CEDAR	28	8-10' HT BB
QR	QUERCUS RUBRA	RED OAK	20	2.5-3" CAL
SFT	SMALL FLOWERING TREE	DOG WOODS OR MAGNOLIAS	61	2.5-3" CAL



LEGEND	
NEW SETBACK	UNDER GROUND UTILITIES UGU
DESIGNATED OPEN SPACE	SEWER MANHOLE
PROPERTY LINE	EXISTING WATER LINE
EXISTING CONTOUR	EXISTING SEWER LINE
PROPOSED CONTOUR	UTILITY POLE
PROPOSED WATER MAIN	IRON PIN
PROPOSED WATER SERVICE	STONE MONUMENT
PROPOSED SEWER LINE	
	DRAINAGE STRUCTURE
	WATER VALVE
	WATER SHUT OFF
	HYDRANT
	CURB

TOWN OF KITTERY PLANNING BOARD	DATE

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

6.2 LANDSCAPING PLAN
THE HOMESTEAD
459 US ROUTE 1 KITTERY, MAINE

NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
F	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	MAJOR MODIFICATION	02/06/2020
M	HOTEL REVISION	11/21/2019
L	FINAL PLAN REVISION	03/27/2019
K	FINAL PLAN SUBMISSION	01/24/2019
J	MDEP SUBMISSION	01/23/2019
I	PRELIMINARY PLAN SUBMISSION	9/20/2018
H	PRELIMINARY PLAN REVISION	5/08/2018
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-



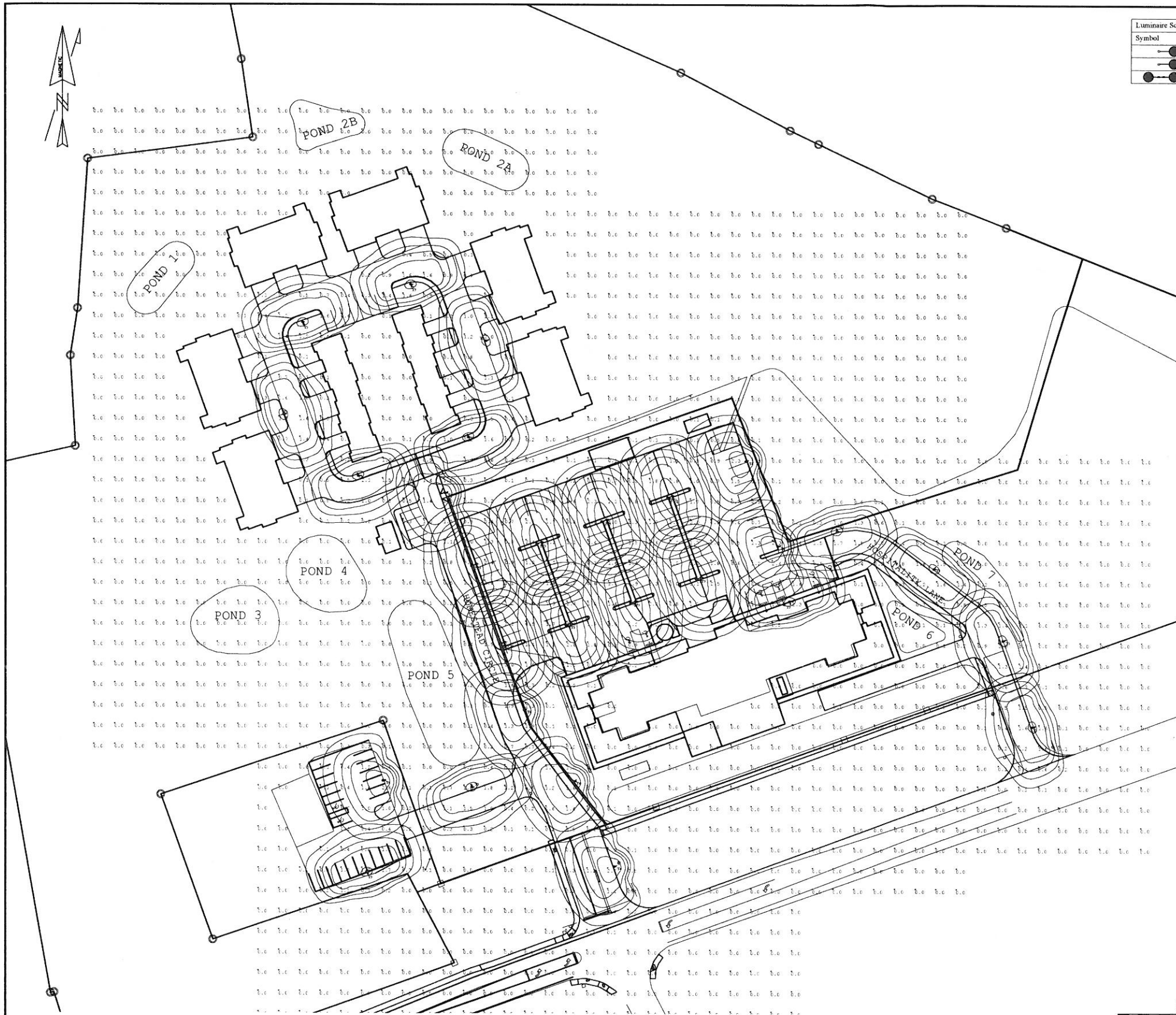
FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 80'
DATE: 02/08/2018
JOB NO: C091-21

APPROVED BY: *[Signature]*
REVISION: DATE 02/04/2021

DRAWN BY: LMC
SHEET 6.2



Symbol	Qty	Label	Arrangement	Description
●	13	T3	SINGLE	EMM-F02-LED-E1-T3-SO-SN-XX / VA6105-XX / SRX4A15S (15' AFG)
●	7	T4	SINGLE	EMM-F02-LED-E1-T4-SO-SN-XX / VA6105-XX / SRX4A15S (15' AFG)
●	8	2T3	BACK-BACK	EMM-F02-LED-E1-T3-SO-SN-XX / VA6107-XX / SRX4A15S (15' AFG)

Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
All Points	Illuminance	Fc	0.24	4.4	0.0	N.A.	N.A.
Existing Building Lot	Illuminance	Fc	0.70	2.6	0.1	7.00	26.00
Homestead Circle Road	Illuminance	Fc	1.13	2.6	0.3	3.77	8.67
Hospitality Lane	Illuminance	Fc	1.22	2.0	0.5	2.44	4.00
Hotel Entry	Illuminance	Fc	1.90	3.0	1.1	1.73	2.73
Hotel Parking Lot	Illuminance	Fc	1.52	4.4	0.4	3.80	11.00
TOWNHOUSE ROADWAY	Illuminance	Fc	0.98	1.6	0.3	3.27	5.33

LUMINAIRE	OPTICS	# of LED'S	DRIVE CURRENT	COLOR	VOLTAGE	MOUNTING	FINISH	OPTIONS
<input type="checkbox"/> DSAP1	<input type="checkbox"/> VLED - II (2-pin)	<input type="checkbox"/> 80LED	<input type="checkbox"/> 700mA	<input type="checkbox"/> NW (4000K)	<input type="checkbox"/> 120	<input type="checkbox"/> XPD	<input type="checkbox"/> BLACK RAL-9005-T	<input type="checkbox"/> HOUSE EDGE SHIELDED REFLECTOR FRISYS - HS-VLED
<input type="checkbox"/> DSAP25	<input type="checkbox"/> VLED - III (4-pin)	<input type="checkbox"/> 64LED	<input type="checkbox"/> 525mA	<input type="checkbox"/> CW (5000K)	<input type="checkbox"/> 208	<input type="checkbox"/> 1	<input type="checkbox"/> WHITE RAL-9003-T	<input type="checkbox"/> PHOTO CELL - VOLTAGE (EXAMPLE: PCT120V) - PCT-V
	<input type="checkbox"/> VLED - IV (4-pin)	<input type="checkbox"/> 48LED	<input type="checkbox"/> 350mA	<input type="checkbox"/> WW (3000K)	<input type="checkbox"/> 240	<input type="checkbox"/> WALLMOUNT	<input type="checkbox"/> GREY RAL-7004-T	<input type="checkbox"/> PHOTO CELL - VOLTAGE (EXAMPLE: PCT270V) - PCT-V
	<input type="checkbox"/> VLED - VSG (4-pin)	<input type="checkbox"/> 120LED			<input type="checkbox"/> 277	<input type="checkbox"/> WM	<input type="checkbox"/> DARK BRONZE RAL-8019-T	<input type="checkbox"/> PHOTO CELL - VOLTAGE (EXAMPLE: PCT120V) - PCT-V
		<input type="checkbox"/> 100LED			<input type="checkbox"/> 347		<input type="checkbox"/> GREEN RAL-6005-T	<input type="checkbox"/> PHOTO CELL - VOLTAGE (EXAMPLE: PCT120V) - PCT-V
		<input type="checkbox"/> 80LED			<input type="checkbox"/> 480			<input type="checkbox"/> PHOTO CELL - VOLTAGE (EXAMPLE: PCT120V) - PCT-V
		<input type="checkbox"/> 64LED						<input type="checkbox"/> PHOTO CELL - VOLTAGE (EXAMPLE: PCT120V) - PCT-V



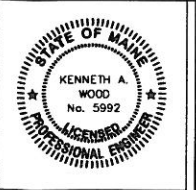
DSAP1 PATENT PENDING



8.1 LIGHTING PLAN THE HOMESTEAD 459 US ROUTE 1 KITTERY, MAINE

Existing Building Lot	Homestead Circle Road	Hotel Entry	Hotel Parking Lot	Hospitality Lane	TOWNHOUSE ROADWAY
Illuminance (Fc) Average = 0.70 Minimum = 0.6 Maximum = 0.8 Avg/Min Ratio = 1.16 Max/Min Ratio = 26.00	Illuminance (Fc) Average = 1.13 Minimum = 0.6 Maximum = 2.6 Avg/Min Ratio = 1.77 Max/Min Ratio = 4.4	Illuminance (Fc) Average = 1.90 Minimum = 1.1 Maximum = 3.0 Avg/Min Ratio = 1.73 Max/Min Ratio = 2.73	Illuminance (Fc) Average = 1.52 Minimum = 0.4 Maximum = 4.4 Avg/Min Ratio = 1.10 Max/Min Ratio = 11.00	Illuminance (Fc) Average = 1.22 Minimum = 0.5 Maximum = 2.0 Avg/Min Ratio = 2.44 Max/Min Ratio = 4.00	Illuminance (Fc) Average = 0.98 Minimum = 0.3 Maximum = 1.6 Avg/Min Ratio = 3.27 Max/Min Ratio = 5.33

NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	MAJOR MODIFICATION	02/06/2020
M	HOTEL REVISION	11/21/2019
L	FINAL PLAN REVISION	03/27/2019
K	FINAL PLAN SUBMISSION	01/24/2019
J	MDEP SUBMISSION	01/23/2019
I	PRELIMINARY PLAN SUBMISSION	9/20/2018
H	PRELIMINARY PLAN REVISION	5/08/2018
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-



FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 50'	APPROVED BY:	DRAWN BY: LMC
DATE: 2/22/2021		REVISION: DATE Q: 04/14/2021
JOB NO: C091-21	FILE: THE HOMESTEAD BASE	SHEET 8.1

EROSION & SEDIMENTATION CONTROL NOTES

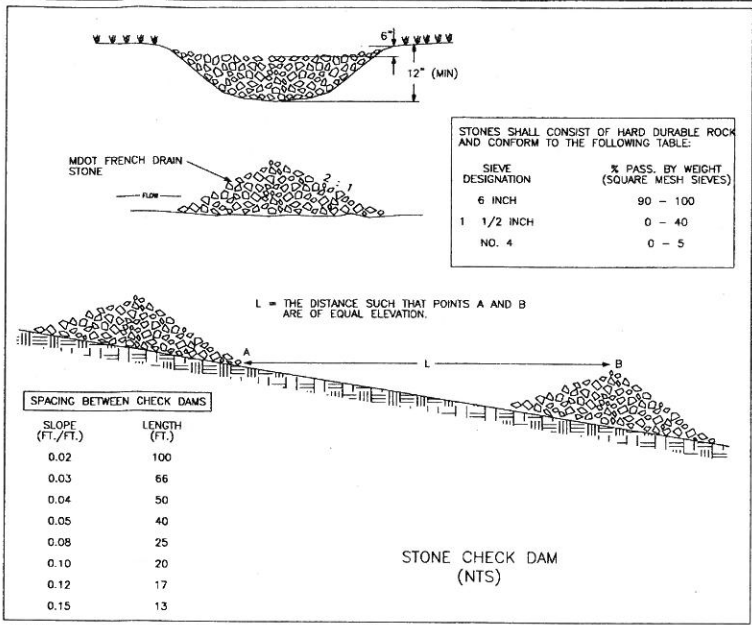
- SILTATION FENCE OR HAY BALE BARRIERS WILL BE INSTALLED DOWNSLOPE OF ALL STRIPPING OR CONSTRUCTION OPERATIONS. A DOUBLE SILT FENCE BARRIER SHALL BE INSTALLED DOWNSLOPE OF ANY SOIL MATERIAL STOCKPILES. SILT FENCES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND DAILY DURING PROLONGED RAIN. SILT AND SOIL PARTICLES ACCUMULATING BEHIND THE FENCE SHALL BE REMOVED AFTER EACH SIGNIFICANT RAIN EVENT AND IN NO INSTANCE SHOULD ACCUMULATION EXCEED 1/2 THE HEIGHT OF THE FENCE. TORN OR DAMAGED AREAS SHALL BE REPAIRED.
- 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 THE DESIRED VEGETATIVE COVER IS ESTABLISHED. THESE CONTROL MEASURES ARE ESSENTIAL TO EROSION PREVENTION AND ALSO REDUCE COSTLY REWORK OF GRADED AND SHAPED AREAS.
- SEEDING, FERTILIZER AND LIME RATES AND TIME OF APPLICATION WILL BE DEPENDENT ON SOIL REQUIREMENTS. TEMPORARY VEGETATION SHALL BE MAINTAINED IN THESE AREAS UNTIL PERMANENT SEEDING IS APPLIED. ADDITIONALLY, EROSION AND SEDIMENTATION MEASURES SHALL BE MAINTAINED UNTIL PERMANENT VEGETATION IS ESTABLISHED.
- ALL LAWN AREA, OUTER POND SIDE SLOPES AND SWALES SHALL BE PERMANENTLY SEEDDED WITH THE FOLLOWING MIXTURE: 20 LB/ACRE CREEPING RED FESCUE, 2 LB/ACRE REDTOP AND 20 LB/ACRE TALL FESCUE FOR A TOTAL OF 42 LB/ACRE. FERTILIZER AND LIME RATES SHALL BE DEPENDENT ON SOIL TESTING. IN THE ABSENCE OF SOIL TESTS, FERTILIZE WITH 10-20-20 (N-P205-K201) AT 800 LB/ACRE AND LIME AT 3 TONS/ACRE. MULCH WITH HAY AT 70-90 LB/1000 S.F. 4" OF LOAM SHALL BE APPLIED PRIOR TO SEEDING.
- POND BOTTOMS AND INNER POND SIDESLOPES SHALL BE PERMANENTLY SEEDDED WITH THE FOLLOWING MIXTURE: 20 LB/ACRE CREEPING RED FESCUE, 8 LB/ACRE BIRDSFOOT TREFOL AND 20 LB/ACRE TALL FESCUE FOR A TOTAL OF 48 LB/ACRE. SEE THE ABOVE NOTE FOR FERTILIZER, LIME AND MULCHING RATES.
- TEMPORARY VEGETATION OF ALL DISTURBED AREAS, MATERIAL STOCKPILES AND OTHER SUCH AREAS SHALL BE ESTABLISHED BY SEEDING WITH EITHER WINTER RYE AT A RATE OF 112 LB/ACRE OR ANNUAL RYEGRASS AT A RATE OF 40 LB/ACRE. WINTER RYE SHALL BE USED FOR FALL SEEDING AND ANNUAL RYEGRASS FOR SHORT DURATION SEEDING. SEEDING SHALL BE ACCOMPLISHED BEFORE OCTOBER 1.
- TEMPORARY SEEDING OF DISTURBED AREAS SHALL BE ACCOMPLISHED BEFORE OCTOBER 1. PERMANENT SEEDING SHALL BE ACCOMPLISHED BEFORE SEPTEMBER 15.
- ALL SEEDED AREAS SHALL BE MULCHED WITH HAY AT A RATE OF 2 BALES (70-90 LB) PER 1000 S.F. OF SEEDED AREA.
- SLOPES 2:1 OR STEEPER SHALL BE TREATED WITH POLYJUTE OPEN WEAVE GEOTEXTILE (OR EQUIVALENT) AFTER SEEDING. JUTE MATS SHALL BE ANCHORED PER MANUFACTURER'S SPECIFICATIONS.
- EXCESSIVE DUST CAUSED BY CONSTRUCTION OPERATIONS SHALL BE CONTROLLED BY APPLICATION OF WATER OR CALCIUM CHLORIDE.
- THE CONTRACTOR MAY OPT TO USE EROSION CONTROL MIX BERM AS A SEDIMENT BARRIER IN LIEU OF SILTATION FENCE OR HAY BALE BARRIERS WITH APPROVAL FROM THE INSPECTING ENGINEER.
- MINIMIZE DISTURBED AREAS AND PROTECT NATURAL DOWNGRADIENT BUFFER AREAS TO THE EXTENT PRACTICABLE. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND VOLUME, TO MINIMIZE EROSION AT OUTLETS. THE DISCHARGE MAY NOT RESULT IN EROSION OF ANY OPEN DRAINAGE CHANNELS, SWALES, STREAM CHANNELS OR STREAM BANKS, UPLAND, OR COASTAL OR FRESHWATER WETLANDS OFF THE PROJECT SITE.

EROSION & SED. CONTROL NOTES (CONT.)

- WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.
- PRIOR TO CONSTRUCTION, PROPERLY INSTALL SEDIMENT BARRIERS AT THE DOWNGRADIENT EDGE OF ANY AREA TO BE DISTURBED AND ADJACENT TO ANY DRAINAGE CHANNELS WITHIN THE DISTURBED AREA. SEDIMENT BARRIERS SHOULD BE INSTALLED DOWNGRADIENT OF SOIL OR SEDIMENT STOCKPILES AND STORMWATER PREVENTED FROM RUNNING ONTO THE STOCKPILE. MAINTAIN THE SEDIMENT BARRIERS BY REMOVING ACCUMULATED SEDIMENT, OR REMOVING AND REPLACING THE BARRIER, UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. WHERE A DISCHARGE TO A STORM DRAIN INLET OCCURS, IF THE STORM DRAIN CARRIES WATER DIRECTLY TO A SURFACE WATER AND YOU HAVE AUTHORITY TO ACCESS THE STORM DRAIN INLET, YOU MUST INSTALL AND MAINTAIN PROTECTION MEASURES THAT REMOVE SEDIMENT FROM THE DISCHARGE.
- PRIOR TO CONSTRUCTION, PROPERLY INSTALL A STABILIZED CONSTRUCTION ENTRANCE (SCE) AT ALL POINTS OF EGRESS FROM THE SITE. THE SCE IS A STABILIZED PAD OF AGGREGATE, UNDERLAIN BY A GEOTEXTILE FILTER FABRIC, USED TO PREVENT TRAFFIC FROM TRACKING MATERIAL AWAY FROM THE SITE ONTO PUBLIC ROW'S. MAINTAIN THE SCE UNTIL ALL DISTURBED AREAS ARE STABILIZED.
- WITHIN 7 DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES IN AN AREA THAT WILL NOT BE WORKED FOR MORE THAN 7 DAYS, STABILIZE ANY EXPOSED SOIL WITH MULCH, OR OTHER NON-ERODIBLE COVER. STABILIZE AREAS WITHIN 75 FEET OF A WETLAND OR WATERBODY WITHIN 48 HOURS OF THE INITIAL DISTURBANCE OF THE SOIL OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.
- REMOVE ANY TEMPORARY CONTROL MEASURES, SUCH AS SILTATION FENCE, WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED. REMOVE ANY ACCUMULATED SEDIMENTS AND STABILIZE.
- IF THE AREA WILL NOT BE WORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO FINAL GRADE, THEN PERMANENTLY STABILIZE THE AREA WITHIN 7 DAYS BY PLANTING VEGETATION, SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH, OR RIPRAP, OR ROAD SUB-BASE. IF USING VEGETATION FOR STABILIZATION, SELECT THE PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND SOIL CONDITIONS; AMEND AREAS OF DISTURBED SUBSOILS WITH TOPSOIL, COMPOST, OR FERTILIZERS; PROTECT SEEDED AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS; AND SCHEDULE SODDING, PLANTING, AND SEEDING SO TO AVOID DIE-OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDED OR SODDED AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL-ESTABLISHED WITH 90% COVER BY HEALTHY VEGETATION. IF NECESSARY, AREAS MUST BE REWORKED AND RESTABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT. ONE OR MORE OF THE FOLLOWING MAY APPLY TO A PARTICULAR SITE.
- FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS A 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.
- FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.
- FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE HOUSEKEEPING PRACTICES DURING THE CONSTRUCTION OF THE PROJECT. THESE STANDARDS CAN BE FOUND IN THE FOLLOWING DOCUMENT: MDEP CHAPTER 500 (STORMWATER MANAGEMENT), APPENDIX C. HOUSEKEEPING. HOUSEKEEPING PRACTICES INCLUDE, BUT ARE NOT LIMITED TO: SPILL PREVENTION, GROUNDWATER PROTECTION, FUGITIVE SEDIMENT AND DUST, DEBRIS AND OTHER MATERIALS, EXCAVATION DEWATERING, AUTHORIZED NON-STORMWATER DISCHARGES AND UNAUTHORIZED NON-STORMWATER DISCHARGES.

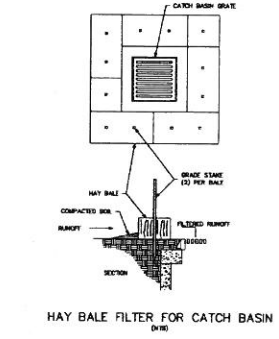
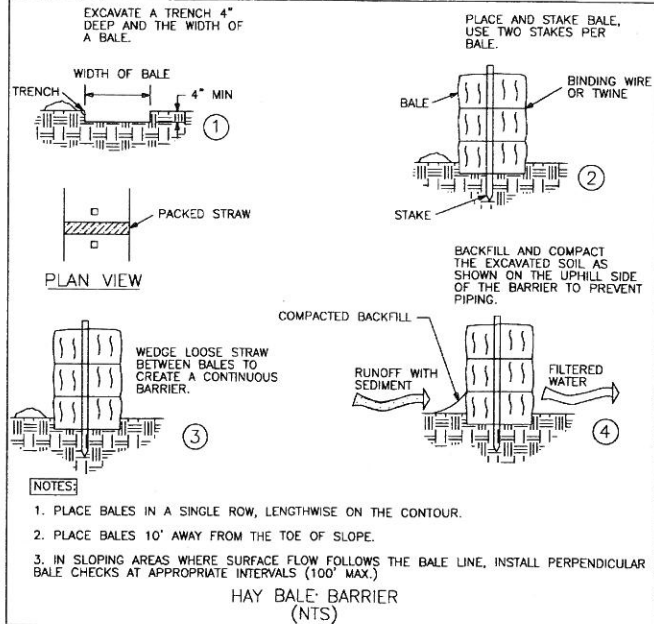
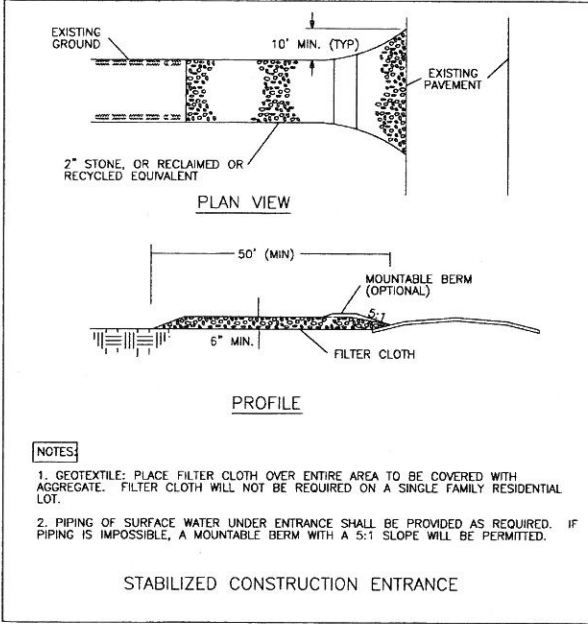
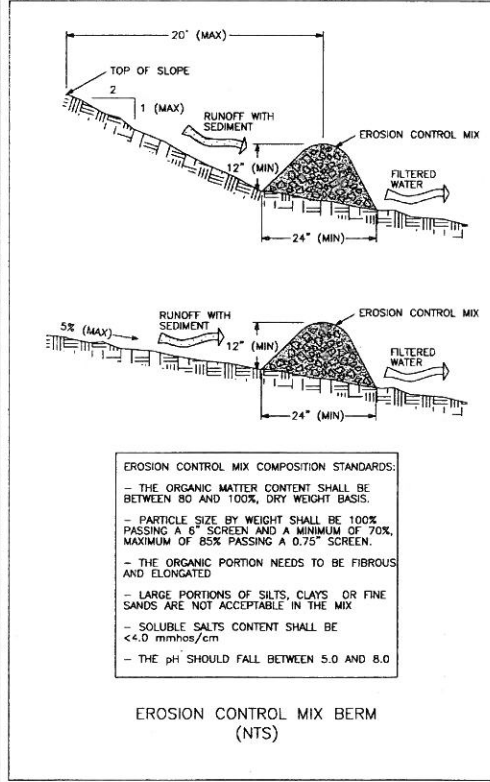
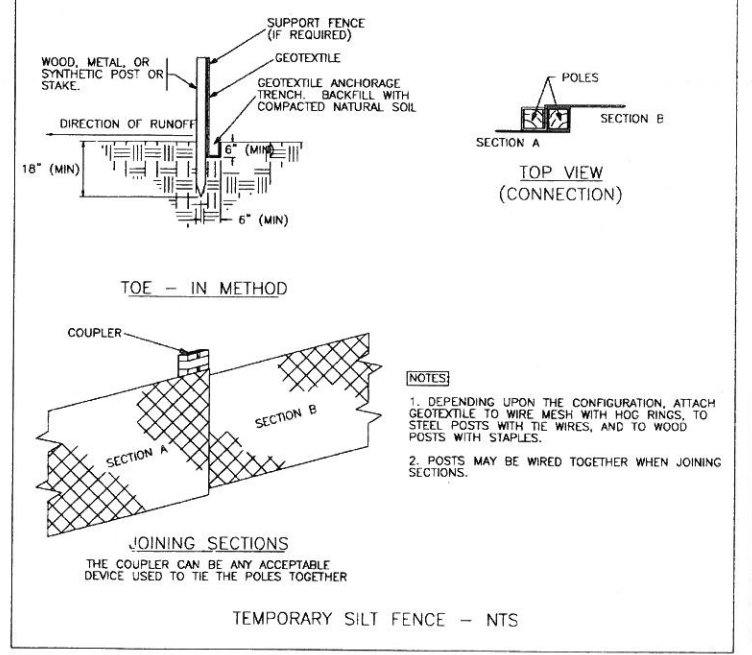
WINTER CONSTRUCTION NOTES

- NOVEMBER 1 - APRIL 15
- AN AREA SHALL BE CONSIDERED STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH HAY AT A RATE OF 100 LB/1000 S.F. OR DORMANT SEEDED, MULCHED AND ADEQUATELY ANCHORED BY AN APPROVED ANCHORING TECHNIQUE. IN ALL CASES, MULCH SHALL BE APPLIED SO THAT THE SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH.
 - FROM OCTOBER 15 TO APRIL 1, LOAM AND SEED WILL NOT BE REQUIRED. DURING PERIODS OF TEMPERATURES ABOVE FREEZING, DISTURBED AREAS SHALL BE FINE GRADED AND PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL PERMANENT SEEDING CAN BE APPLIED. AFTER NOVEMBER 1, DISTURBED AREAS MAY BE LOAMED, FINE GRADED AND DORMANT SEEDED AT A RATE 200-300% HIGHER THAN THE SPECIFIED PERMANENT SEEDING RATE. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, DISTURBED AREAS SHALL BE GRADED BEFORE FREEZING AND TEMPORARILY STABILIZED WITH MULCH. DISTURBED AREAS SHALL NOT BE LEFT OVER THE WINTER OR FOR ANY OTHER EXTENDED PERIOD OF TIME UNLESS STABILIZED WITH MULCH.
 - FROM NOVEMBER 1 TO APRIL 15 ALL MULCH SHALL BE ANCHORED BY EITHER PEG LINE, MULCH NETTING, ASPHALT EMULSION CHEMICAL, TRACK OR WOOD CELLULOSE FIBER. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH SLOPES GREATER THAN 3%. SLOPES EXPOSED TO DIRECT WINDS AND FOR SLOPES GREATER THAN 8% MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL AREAS WITH SLOPES GREATER THAN 15%. AFTER OCTOBER 1, THE SAME APPLIES TO ALL SLOPES GREATER THAN 8%.
 - SNOW SHALL BE REMOVED FROM AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.
 - FOR WINTER STABILIZATION, HAY MULCH SHALL BE APPLIED AT TWICE THE STANDARD TEMPORARY STABILIZATION RATE. AT THE END OF EACH CONSTRUCTION DAY, AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE SHALL BE STABILIZED. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW.
 - ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE SHALL BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS.
 - ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1, OR WILL BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, SHALL BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE UNLESS SPECIFICALLY RELEASED FROM THIS STANDARD BY THE MDEP.
 - MULCH NETTING SHALL BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 8% UNLESS EROSION CONTROL BLANKETS OR EROSION CONTROL MIX IS BEING USED ON SUCH SLOPES.



E&S INSPECTION/MAINTENANCE DURING CONSTRUCTION

- INSPECTION AND CORRECTIVE ACTION.** INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION CONTROL MEASURES, MATERIALS STORAGE AREAS 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 WITHIN 24 HOURS AFTER A STORM EVENT (RAINFALL), AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES. A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT THE INSPECTIONS.
- MAINTENANCE.** IF BEST MANAGEMENT PRACTICES (BMPs) NEED TO BE REPAIRED, THE REPAIR WORK SHOULD BE INITIATED UPON DISCOVERY OF THE PROBLEM BUT NO LATER THAN THE END OF THE NEXT WORKDAY. IF ADDITIONAL BMPs OR SIGNIFICANT REPAIR OF 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 ARE PERMANENTLY STABILIZED.
- DOCUMENTATION.** KEEP A LOG (REPORT) SUMMARIZING THE INSPECTIONS AND ANY CORRECTIVE ACTION TAKEN. THE LOG MUST INCLUDE THE NAME(S) AND QUALIFICATIONS OF THE PERSON MAKING THE INSPECTIONS, THE DATE(S) OF THE INSPECTIONS, AND MAJOR OBSERVATIONS ABOUT THE OPERATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS, MATERIALS STORAGE AREAS, AND VEHICLES ACCESS POINTS TO THE PARCEL. MAJOR OBSERVATIONS MUST INCLUDE BMPs THAT NEED MAINTENANCE, BMPs THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPs ARE NEEDED. FOR EACH BMP REQUIRING MAINTENANCE, BMP NEEDING REPLACEMENT, AND LOCATION NEEDING ADDITIONAL BMPs, NOTE IN THE LOG THE CORRECTIVE ACTION TAKEN AND WHEN IT WAS TAKEN. THE LOG MUST BE MADE ACCESSIBLE TO 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 PERMANENT STABILIZATION.



9.1

SITE DETAILS
THE HOMESTEAD
459 U.S. ROUTE 1, KITTYRY, MAINE

FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
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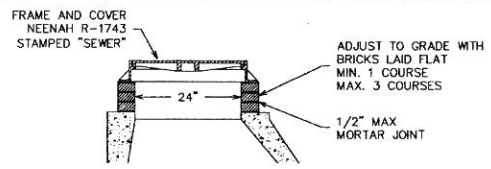
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DATE: 1/18/2018
JOB NO: C052-20

APPROVED BY: [Signature]
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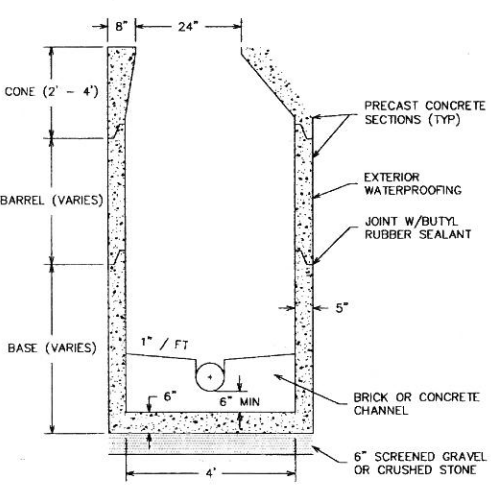
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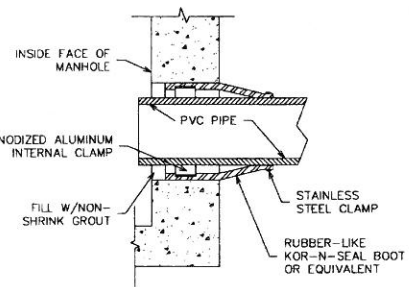
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0	MAJOR MODIFICATION	04/14/2021
1	SITE PLAN AMENDMENT	02/12/2021
2	SKETCH PLAN RESUBMISSION	11/16/2020
3	HOTEL REVISION	06/29/2020
4	CURBING CHANGES	05/11/2020
5	MAJOR MODIFICATION - GRADING REVISION	02/06/2020
6	HOTEL REVISION	11/21/2019
7	FINAL PLAN REVISION	03/27/2019
8	FINAL PLAN SUBMISSION	01/24/2019
9	MDEP SUBMISSION	01/23/2019
10	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-
NO.	DESCRIPTION	DATE



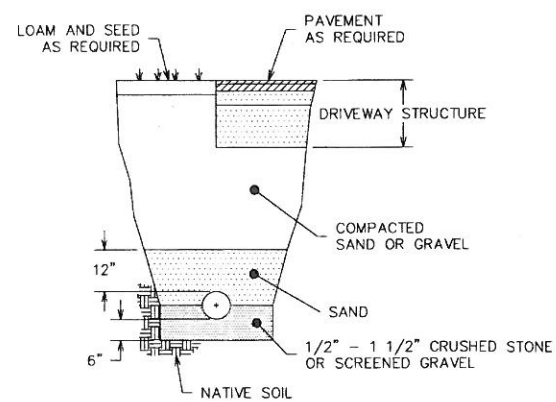
STANDARD COVER AND FRAME
SCALE: NTS



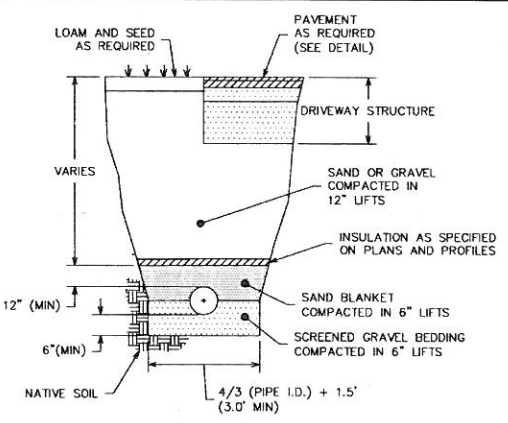
TYPICAL SANITARY MANHOLE
SCALE: NTS



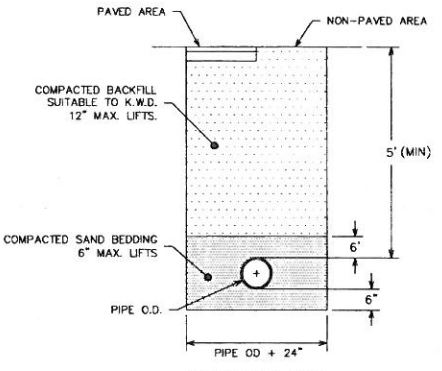
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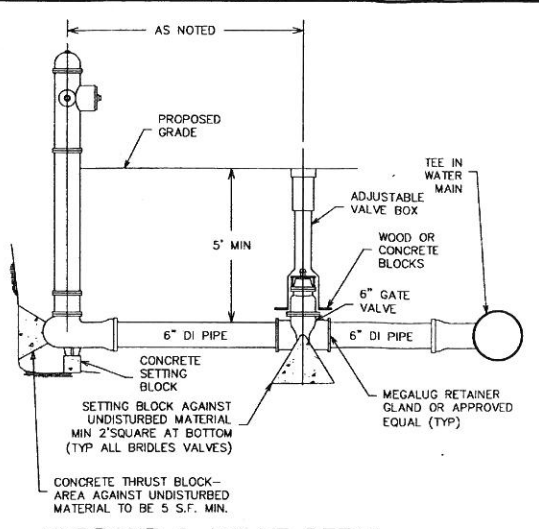
DRAINAGE PIPE TRENCH DETAIL
SCALE: NTS
TRENCH TO BE SUPPORTED BY SLOPING BACK AT 2:1 OR OTHER ACCEPTABLE METHOD.



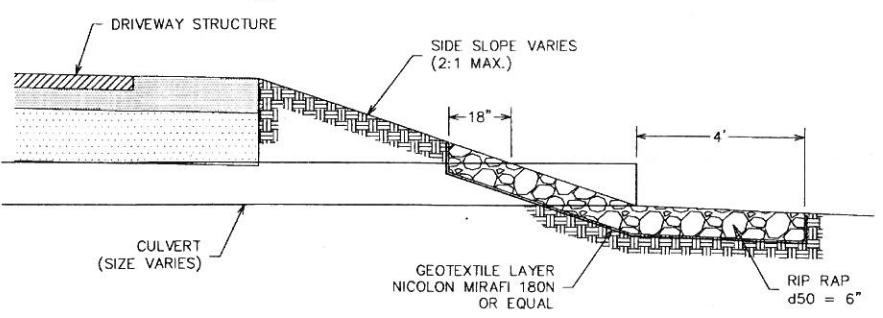
SEWER PIPE TRENCH DETAIL
SCALE: NTS
TRENCH TO BE SUPPORTED BY SLOPING BACK AT 2:1 OR OTHER ACCEPTABLE METHOD.



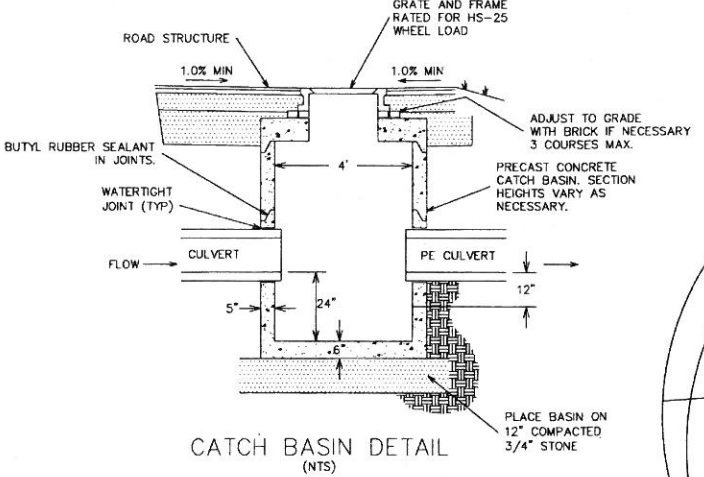
WATER LINE TRENCH DETAIL
(NTS)



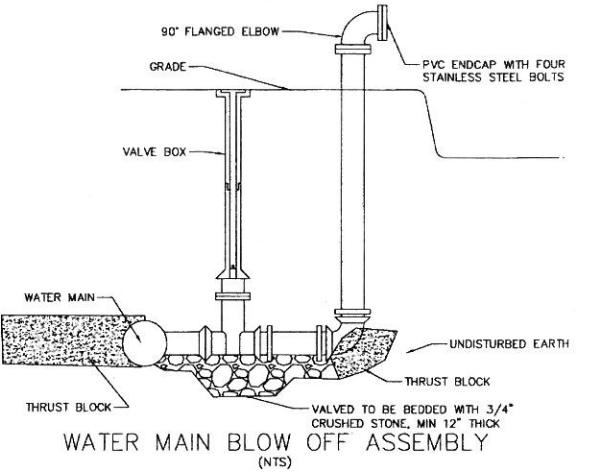
HYDRANT & VALVE DETAIL
NTS



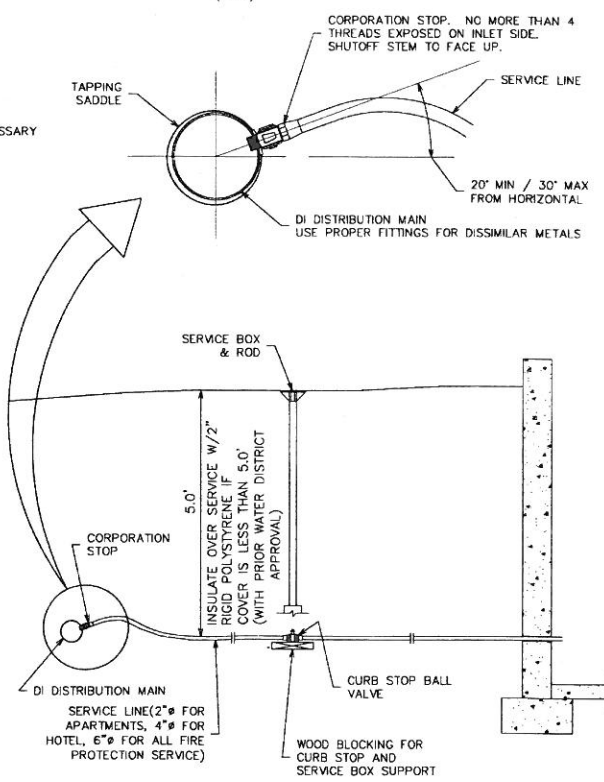
CULVERT INLET/OUTLET PROTECTION DETAIL
(NTS)



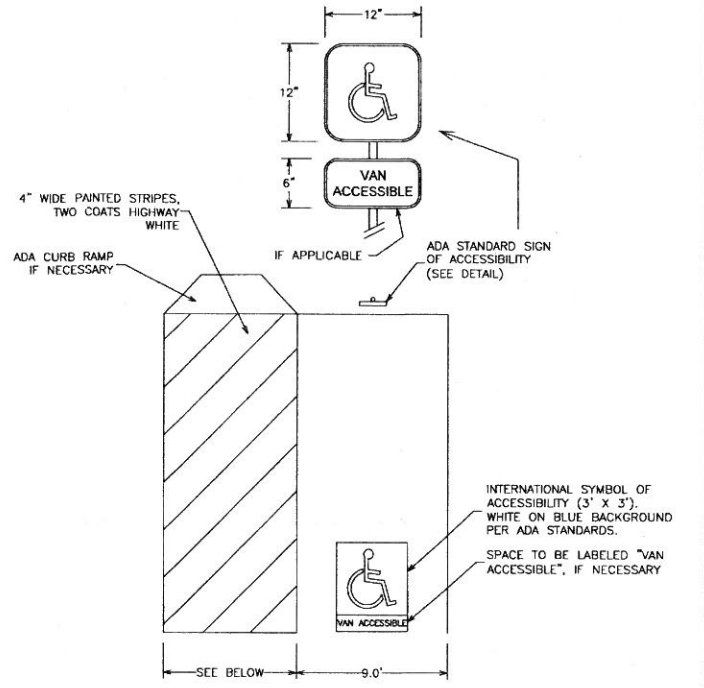
CATCH BASIN DETAIL
(NTS)



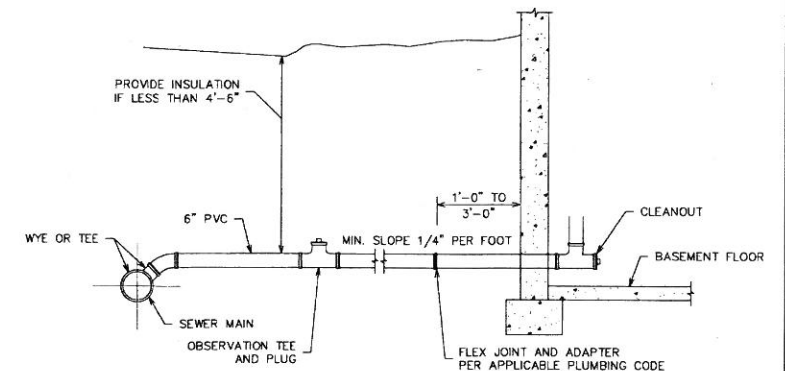
WATER MAIN BLOW OFF ASSEMBLY
(NTS)



WATER SERVICE DETAIL
(NTS)



ACCESSIBLE PARKING SPACE DETAIL



TYPICAL SERVICE CONNECTION AND LATERAL DETAIL
SCALE: NTS

NOTE: SEWER MAY BE LOCATED BENEATH BASEMENT FLOOR

NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	HOTEL REVISION	06/29/2020
M	CURBING CHANGES	05/11/2020
L	MAJOR MODIFICATION - GRADING REVISION	02/06/2020
K	HOTEL REVISION	11/21/2019
J	FINAL PLAN REVISION	03/27/2019
I	FINAL PLAN SUBMISSION	01/24/2019
H	MDEP SUBMISSION	01/23/2019
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-
NO.	DESCRIPTION	DATE
	REVISIONS	



9.2

SITE DETAILS
THE HOMESTEAD
459 U.S. ROUTE 1, KITTERY, MAINE

FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

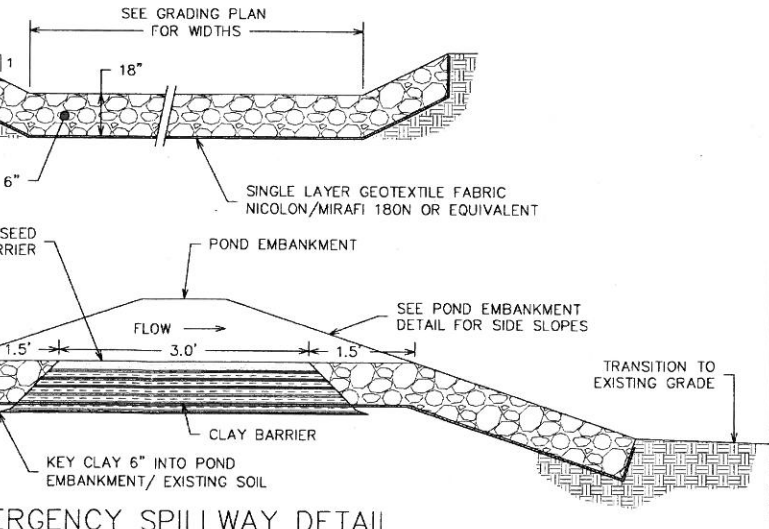
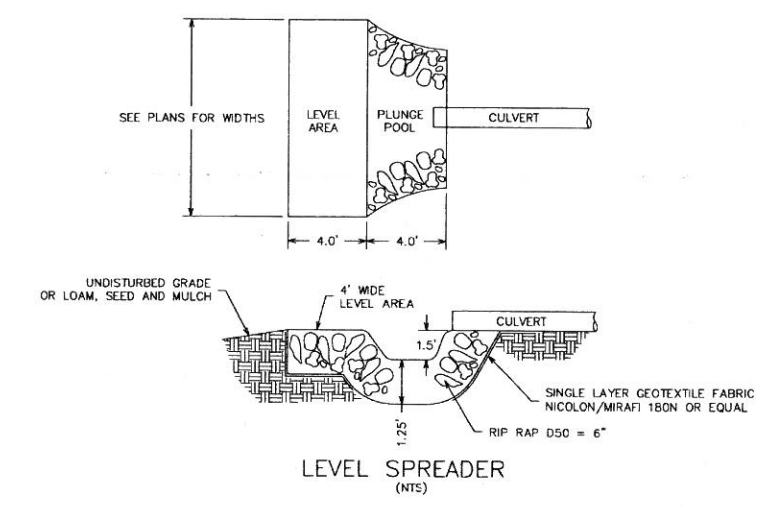
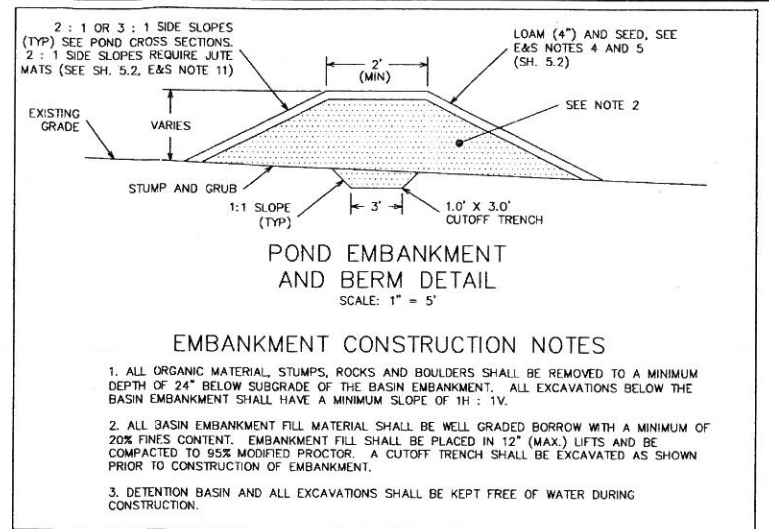
ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: AS SHOWN
DATE: 1/18/2018

APPROVED BY: *[Signature]*
DATE: 02/17/2021

DRAWN BY: MJS
REVISION DATE: 04/14/2021
SHEET: 9.2

JOB NO: C052-20 FILE: THE HOMESTEAD DET.DWG

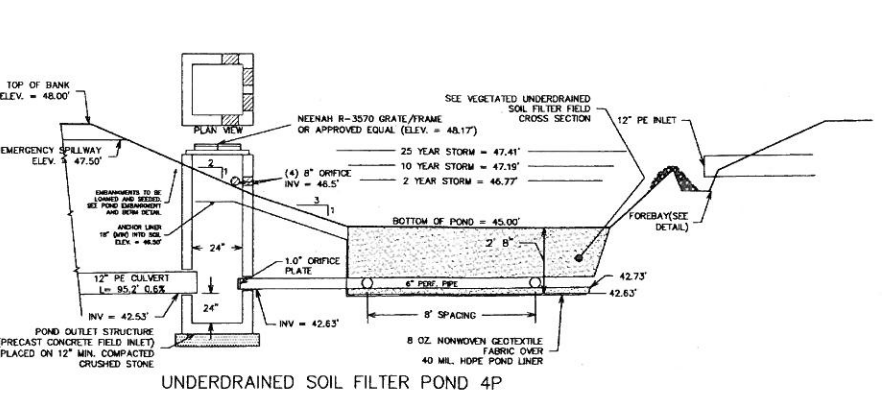
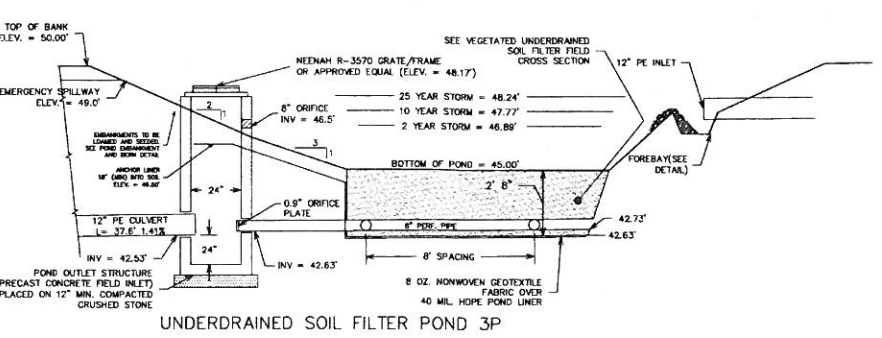
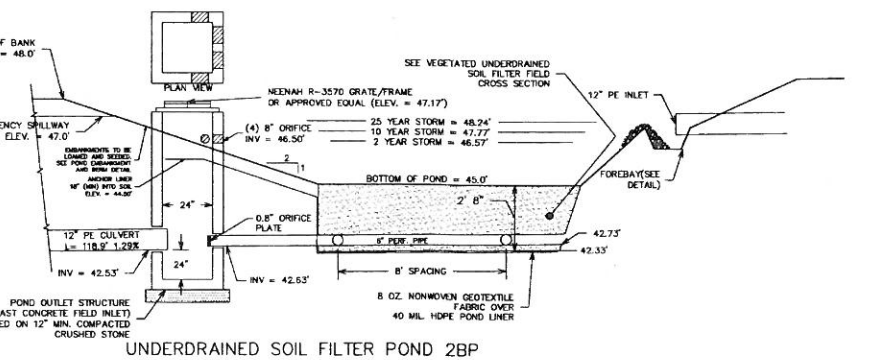
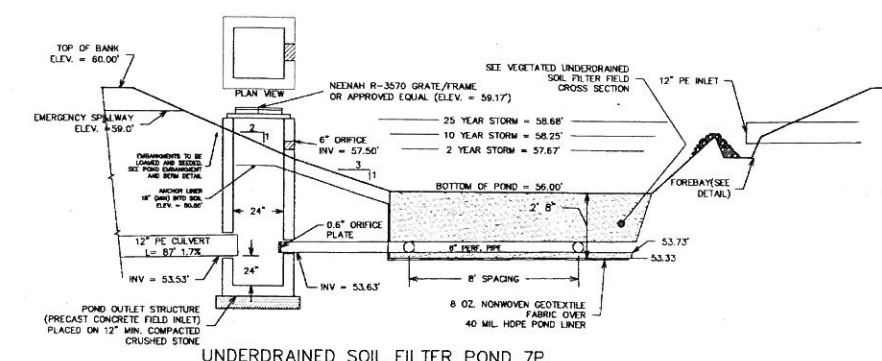
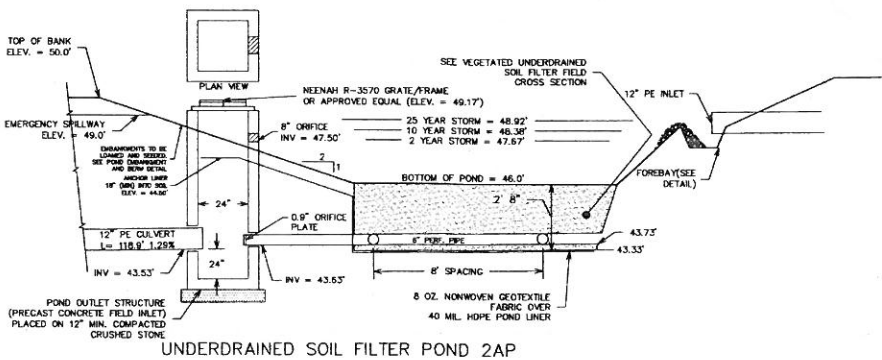
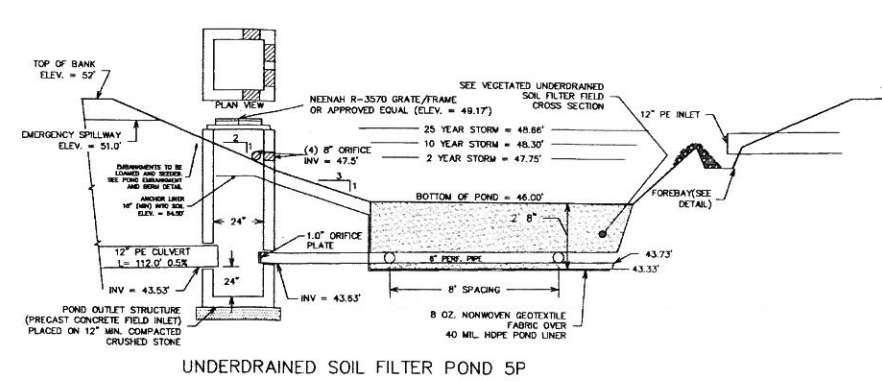
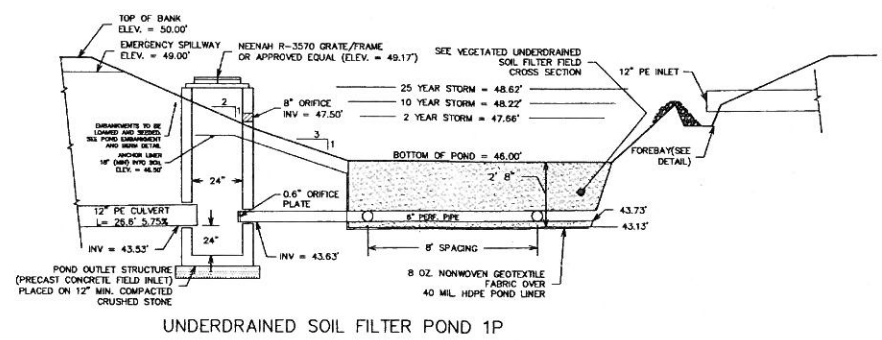
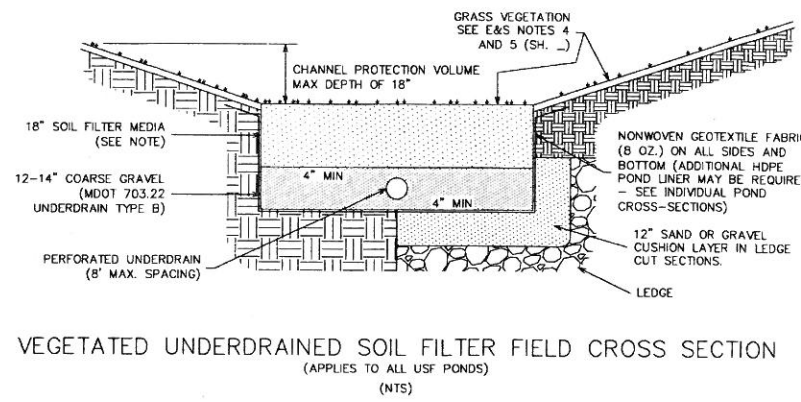


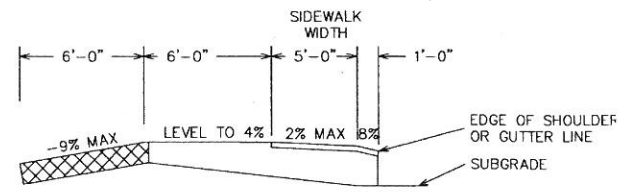
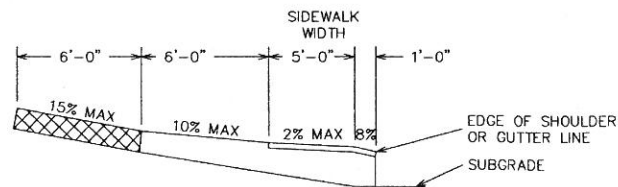
9.3		SITE DETAILS THE HOMESTEAD 459 U.S. ROUTE 1, KITTERY, MAINE	
		FOR: MIDDLESEX LAND HOLDINGS, LLC 1 BRIDGEVIEW CIRCLE TYNGSBORO, MA 01879	
		ATTAR ENGINEERING, INC. CIVIL • STRUCTURAL • MARINE 1284 STATE ROAD - ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128	
		SCALE: AS SHOWN	DRAWN BY: BRN
		DATE: 1/18/2018	REVISION DATE: 0 : 04/14/2021
		JOB NO: C052-20	FILE: THE HOMESTEAD DETAIL
		APPROVED BY: <i>[Signature]</i>	SHEET: 9.3

NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
O	SKETCH PLAN RESUBMISSION	11/16/2020
N	HOTEL REVISION	06/29/2020
M	CURBING CHANGES	05/11/2020
L	MAJOR MODIFICATION - GRADING REVISION	02/06/2020
K	HOTEL REVISION	11/21/2019
J	FINAL PLAN REVISION	03/27/2019
I	FINAL PLAN SUBMISSION	01/24/2019
H	MDEP SUBMISSION	01/23/2019
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-

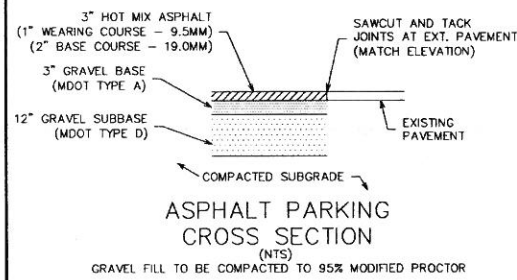
SOIL FILTER MEDIA NOTE:
THE SOIL FILTER MEDIA SHALL CONSIST OF A SILTY SAND OR SOIL MIXTURE COMBINED WITH 20% - 25% FINE SHREDDED BARK OR WOOD FIBER MULCH. THE MIXTURE MUST HAVE NO LESS THAN 8% PASSING THE 200 SIEVE, AND A CLAY CONTENT OF LESS THAN 2%. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST CHECK WITH THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR UPDATED SOIL FILTER MEDIA SPECIFICATIONS.

CONSTRUCTION OVERSIGHT REQUIRED:
INSPECTION OF THE FILTER BASIN SHALL BE PROVIDED FOR EACH PHASE OF CONSTRUCTION BY THE DESIGN ENGINEER WITH REQUIRED REPORTING TO THE DEP. AT A MINIMUM, INSPECTIONS WILL OCCUR:
- AFTER PRELIMINARY CONSTRUCTION OF THE FILTER GRADES AND ONCE THE UNDERDRAIN PIPES ARE INSTALLED BUT NOT BACKFILLED;
- AFTER THE DRAINAGE LAYER IS CONSTRUCTED AND PRIOR TO THE INSTALLATION OF THE FILTER MEDIA;
- AFTER THE FILTER MEDIA HAS BEEN INSTALLED AND SEEDDED;
- AFTER ONE YEAR TO INSPECT HEALTH OF THE VEGETATION AND MAKE CORRECTIONS; AND
- ALL MATERIAL USED FOR THE CONSTRUCTION OF THE FILTER BASIN WILL BE APPROVED BY THE DESIGN ENGINEER AFTER TESTS BY A CERTIFIED LABORATORY SHOW THAT THEY ARE PASSING DEP SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE INSPECTION SCHEDULE WITH INSPECTING ENGINEER PRIOR TO CONSTRUCTION.
- HEAVY VEHICLES AND EQUIPMENT ARE PROHIBITED FROM DRIVING OVER ANY INFILTRATION BASIN.
- NO SNOW SHALL BE STORED WITHIN THE AREA OF ANY UNDERDRAINED SOIL FILTER.

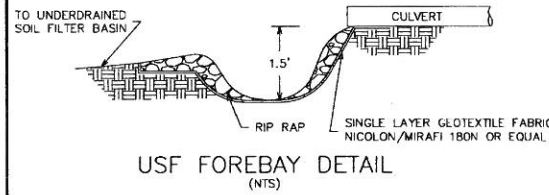




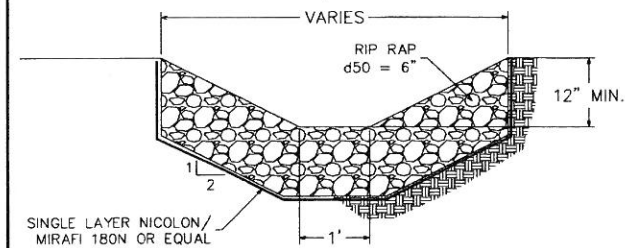
ENTRANCES ON SIDEWALK SECTIONS
SCALE: (NTS)



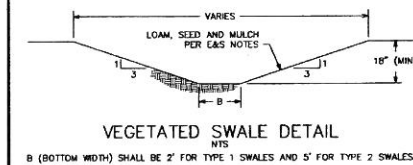
ASPHALT PARKING CROSS SECTION
(NTS)



USF FOREBAY DETAIL
(NTS)

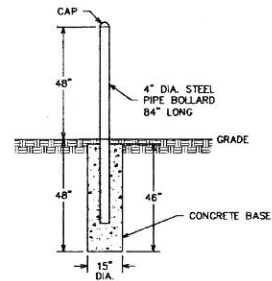


RIP RAP SWALE DETAIL
NTS

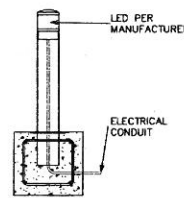


VEGETATED SWALE DETAIL
NTS

B (BOTTOM WIDTH) SHALL BE 2' FOR TYPE 1 SWALES AND 5' FOR TYPE 2 SWALES.

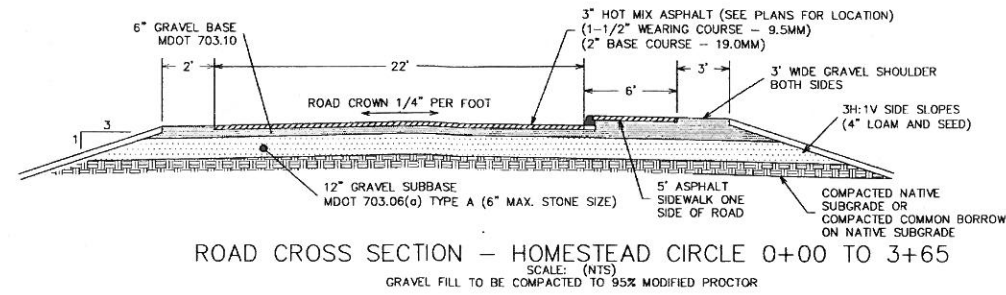


PROTECTIVE BOLLARD DETAIL
(NTS)

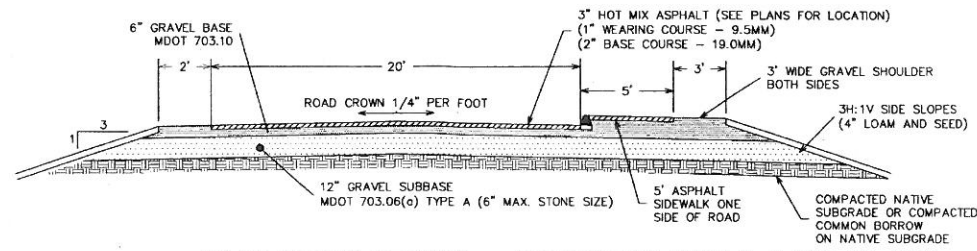


BOLLARD LIGHT DETAIL
(NTS)

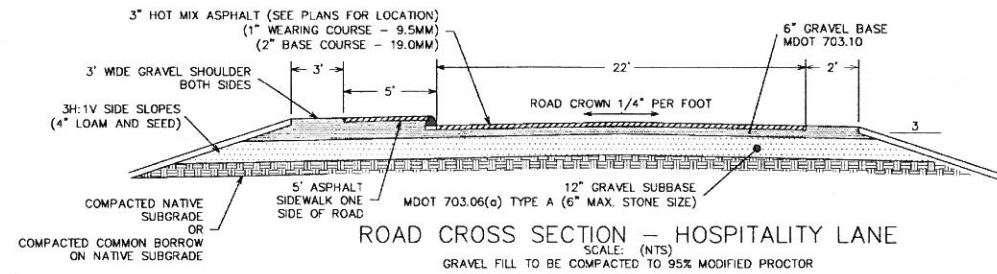
1. INSTALL PER MANUFACTURER'S INSTRUCTIONS
2. DO NOT SCALE DRAWING



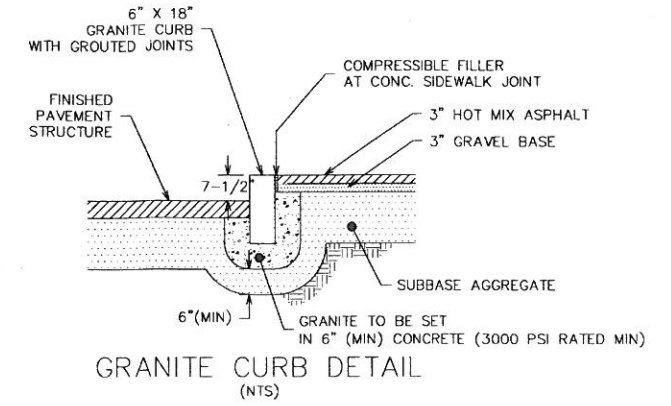
ROAD CROSS SECTION - HOMESTEAD CIRCLE 0+00 TO 3+65
SCALE: (NTS)
GRAVEL FILL TO BE COMPACTED TO 95% MODIFIED PROCTOR



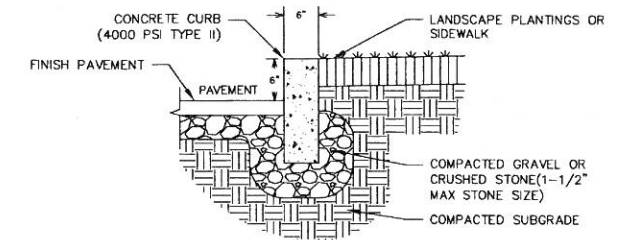
ROAD CROSS SECTION - HOMESTEAD CIRCLE 3+65 TO END
SCALE: (NTS)
GRAVEL FILL TO BE COMPACTED TO 95% MODIFIED PROCTOR



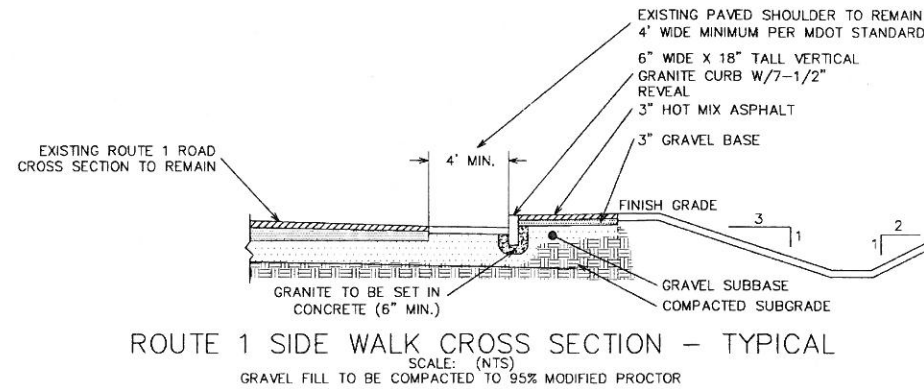
ROAD CROSS SECTION - HOSPITALITY LANE
SCALE: (NTS)
GRAVEL FILL TO BE COMPACTED TO 95% MODIFIED PROCTOR



GRANITE CURB DETAIL
(NTS)



CONCRETE CURB DETAIL
(NTS)



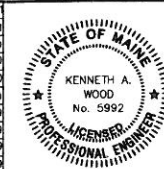
ROUTE 1 SIDE WALK CROSS SECTION - TYPICAL
SCALE: (NTS)
GRAVEL FILL TO BE COMPACTED TO 95% MODIFIED PROCTOR

9.4

SITE DETAILS
THE HOMESTEAD
459 U.S. ROUTE 1, KITTERY, MAINE

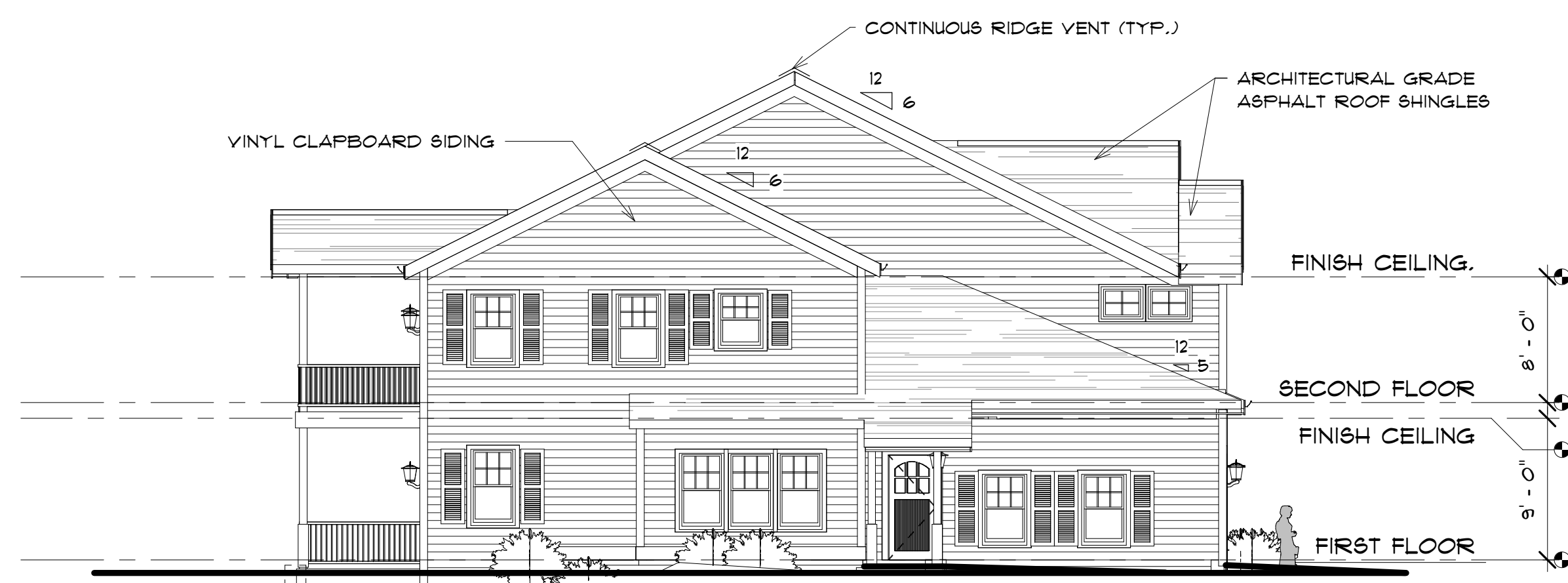
FOR: MIDDLESEX LAND HOLDINGS, LLC
1 BRIDGEVIEW CIRCLE
TYNGSBORO, MA 01879

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128



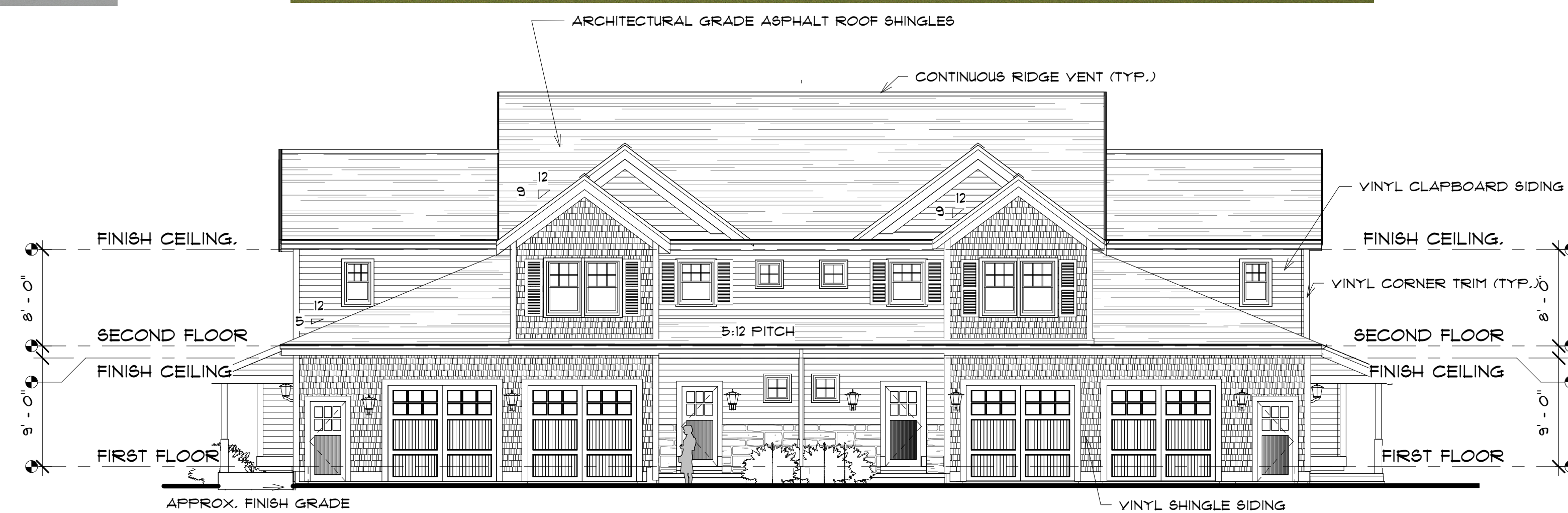
NO.	DESCRIPTION	DATE
Q	MAJOR MODIFICATION	04/14/2021
P	SITE PLAN AMENDMENT	02/12/2021
D	SKETCH PLAN RESUBMISSION	11/16/2020
N	HOTEL REVISION	06/29/2020
M	CURBING CHANGES	05/11/2020
L	MAJOR MODIFICATION - GRADING REVISION	02/06/2020
K	HOTEL REVISION	11/21/2019
J	FINAL PLAN REVISION	03/27/2019
I	FINAL PLAN SUBMISSION	01/24/2019
H	MDP SUBMISSION	01/23/2019
-	SEE EARLIER PLANS FOR PREVIOUS REVISIONS	-
NO.	DESCRIPTION	DATE
	REVISIONS	

SCALE:	APPROVED BY:	DRAWN BY:
AS SHOWN	<i>[Signature]</i>	BRN
DATE:		REVISION DATE:
3/21/2019		0 : 04/14/2021
JOB NO: C052-20	FILE: THE HOMESTEAD DET.DWG	SHEET: 9.4



1 LEFT ELEVATION.
1/8" = 1'-0"

RIGHT ELEVATION
IDENTICAL TO LEFT
ELEVATION



2 FRONT ELEVATION.
1/8" = 1'-0"

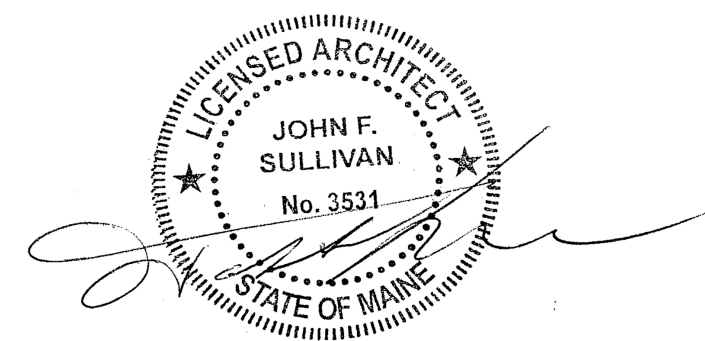


3 REAR ELEVATION .
1/8" = 1'-0"

PROPOSED MULTI-FAMILY FOR:
HOMESTEAD, LLC

ROUTE 1
KITTERY, ME

DATE: MARCH 16, 2021

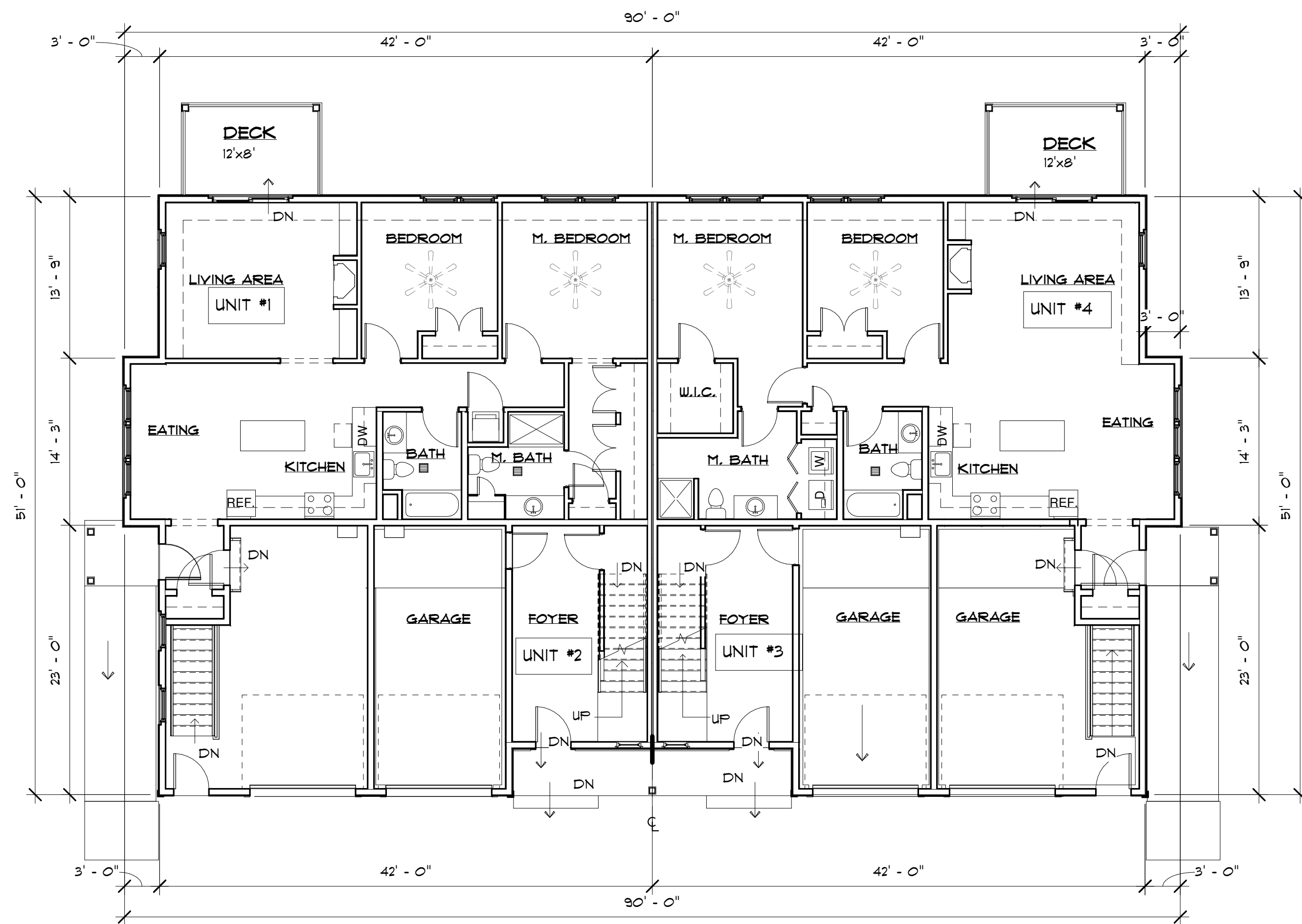


SQUARE FOOTAGE BREAKDOWN
1ST FLOOR OVERALL 4,193 +/- SQ.FT.
2ND FLOOR OVERALL 3,361 +/- SQ.FT.
TOTAL 7,554 +/- SQ.FT.

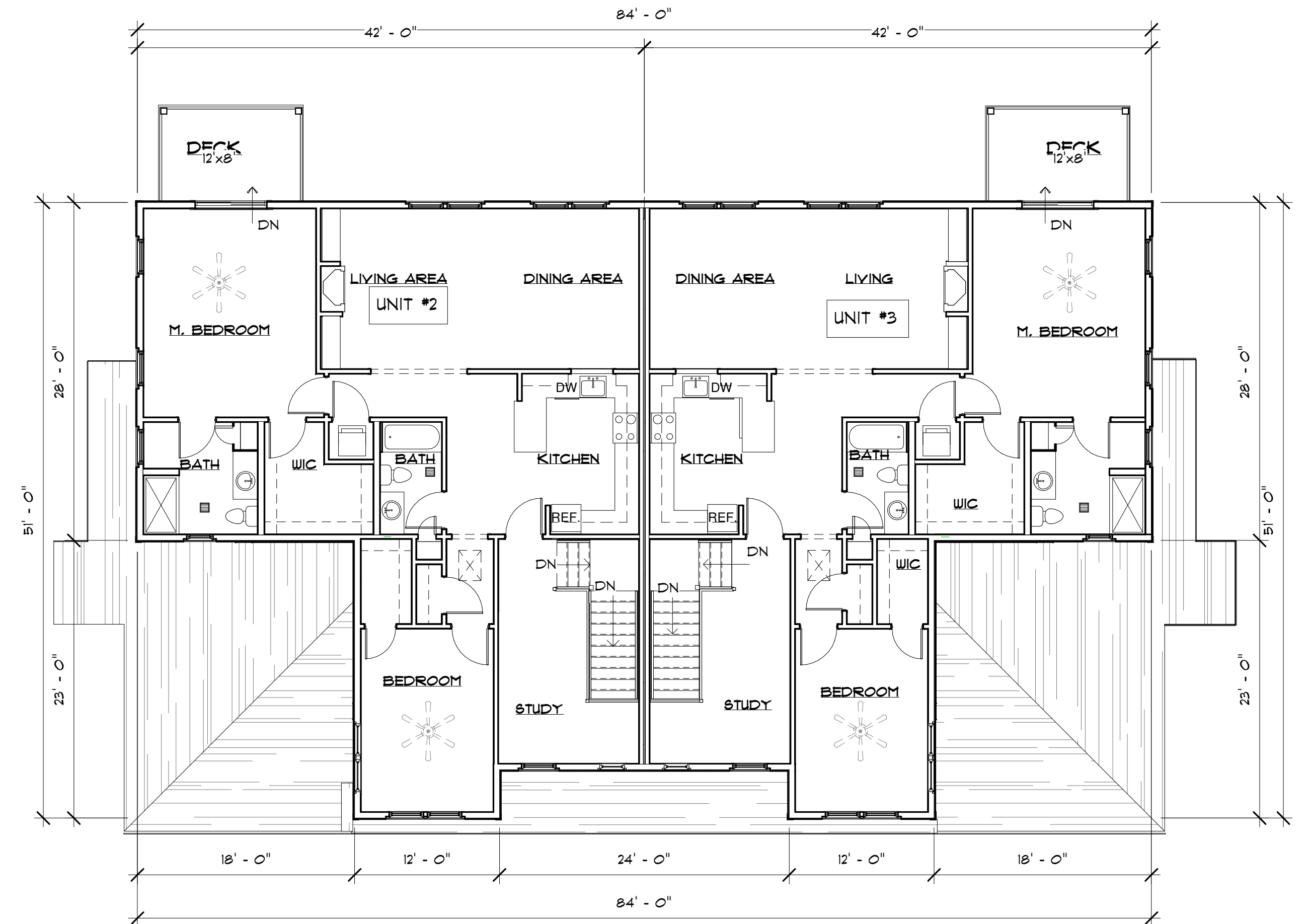
UNIT #1 AND #4 1,255 +/- SQ.FT. (DOES NOT INCLUDE THE GARAGE AND BASEMENT)
UNIT #2 & #3 1,913 +/- SQ.FT. (DOES NOT INCLUDE GARAGE AND BASEMENT)

DESIGNED BY:
GAVIN AND SULLIVAN ARCHITECTS, INC.

128 WARREN STREET
LOWELL, MA 01852



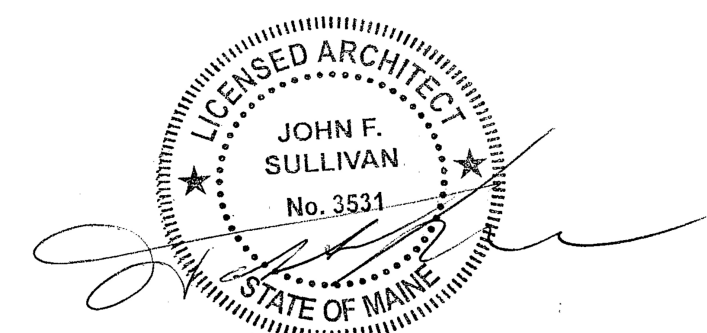
1 FIRST FLOOR PLAN.
1/8" = 1'-0"



2 SECOND FLOOR PLAN.
1/8" = 1'-0"

PROPOSED MULTI-FAMILY FOR:
HOMESTEAD, LLC

ROUTE 1
KITTERY, ME
DATE: MARCH 16, 2021



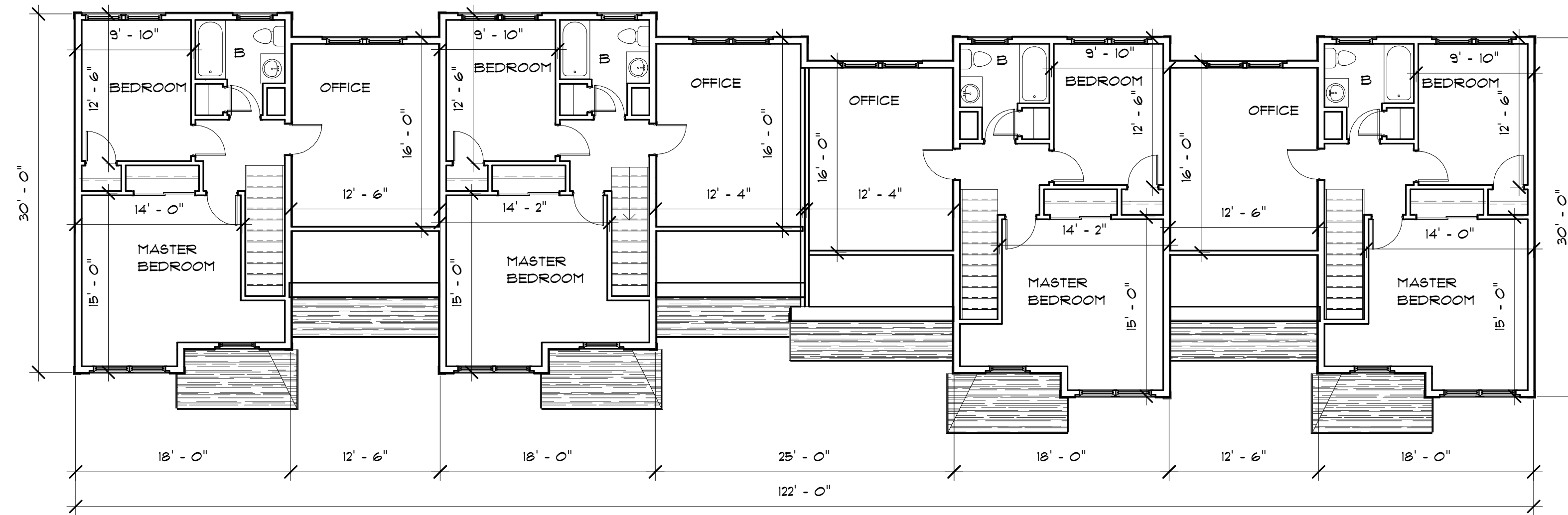
DESIGNED BY:

GAVIN AND SULLIVAN ARCHITECTS, INC.

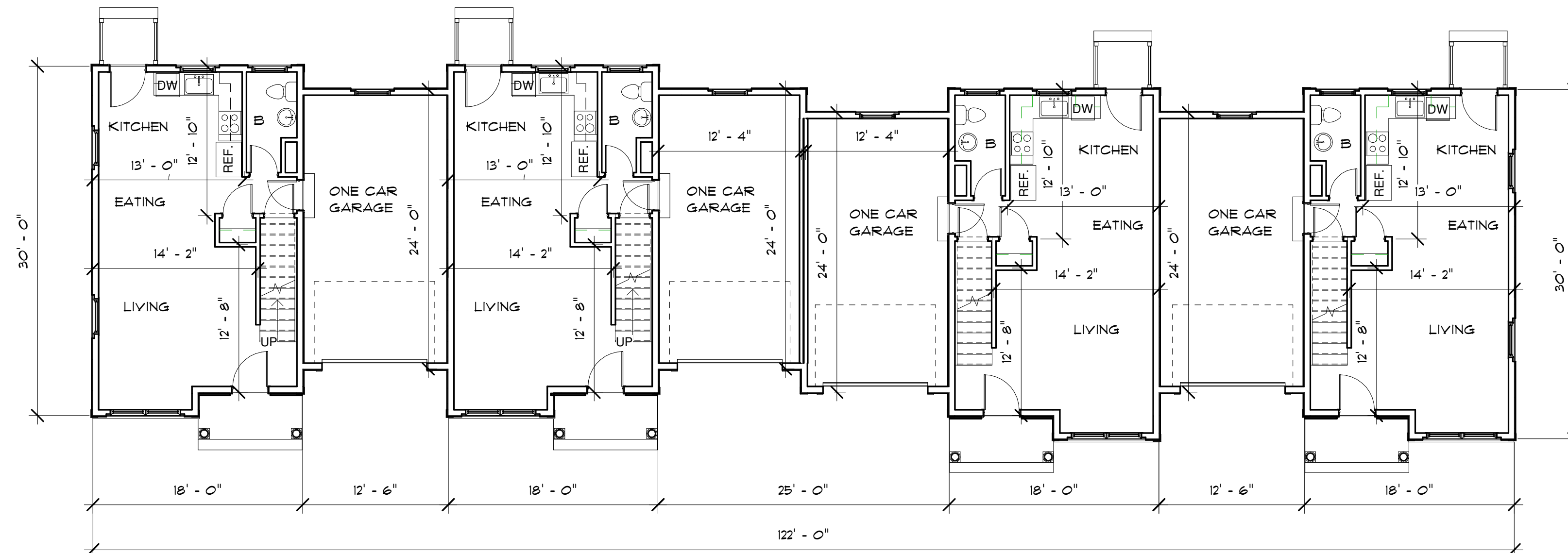
128 WARREN STREET
LOWELL, MA 01852



3 FRONT ELEVATION
1/8" = 1'-0"



2 SECOND FLOOR
1/8" = 1'-0"



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

FIRST FLOOR 522 SQ. FT.
SECOND FLOOR 122 SQ. FT.
TOTAL LIVING 1,244 SQ. FT.
GARAGE 300 SQ. FT.
UNIT TOTAL 1,544 SQ. FT.



3 3D VIEW 3



2 3D VIEW 2



1 3D VIEW 1

DESIGNED BY:
GAYN & SULLIVAN ARCHITECTS, INC.
128 WARREN STREET LOWELL, MA.

PROPOSED PLAN FOR
DCT DEVELOPMENT
WELLS, MAINE

3D VIEWS

PROJECT: 20-000 SCALE AS NOTED
DATE: JANUARY 4, 2021 DRAWN BY: DJD

A2