

**CITY OF LEWISTON
PLANNING BOARD MEETING**
Monday, November 25, 2013 – 5:30 P.M.
City Council Chambers, First Floor
Lewiston City Building
27 Pine Street, Lewiston

AGENDA

- I. ROLL CALL**
- II. ADJUSTMENTS TO THE AGENDA**
- III. CORRESPONDENCE**
- IV. PUBLIC HEARINGS:**
 - a) An application submitted by Gorrill-Palmer Consulting Engineers, Inc. on behalf of HRES Investments 2, LLC to construct a Family Dollar Store with a 34 space parking lot at 964 Sabattus Street.
- V. OTHER BUSINESS:**
 - a) Disposition of City Property: 7 Bartlett Street, 68 Jones Avenue, 11 Walker Avenue
 - b) Chicken Ordinance Discussion
 - c) Discussion of Drinking Establishments
 - d) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board.
- VI. OLD BUSINESS:**
 - a) Update on Riverfront Project
 - b) Update on Comprehensive Plan
- VII. READING OF THE MINUTES:** Motion to adopt the draft minutes from the September 30, 2013 meeting.
- VIII. ADJOURNMENT**



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: November 21, 2013
RE: November 25, 2013 Planning Board Agenda Item IV(a)

An application submitted by Gorrill-Palmer Consulting Engineers, Inc. on behalf of HRES Investments 2, LLC to construct a Family Dollar Store with a 34 space parking lot at 964 Sabattus Street.

Gorrill-Palmer Consulting Engineers, Inc. on behalf of HRES Investments 2, LLC has submitted an application to construct a Family Dollar Store with a 34 space parking lot at 964 Sabattus Street. The project is proposed to be located on 1.2 acres on the corner of Sabattus Street and North Temple Road being divided from a vacant 13.2 acres parcel owned by Grenier's. Site improvements include the construction of an 8,320 square foot retail facility/Family Dollar with 34 parking spaces. The majority of the property is zoned Highway Business (HB) with a 30' wide strip located in the Neighborhood Conservation "A" (NCA) district. Site improvements located in the NCA are limited to grading and stormwater ponds. All other improvements including parking and the building are located in the HB district, which are allowed as a permitted use.

Staff has been working closely with the applicant's representative to address concerns and questions. The applicant has since provided revised plans and documentation referencing most of staff comments (see November 21, 2013 letter from Gorrill-Palmer). Staff notes the following with respect to the proposed development:

- The applicant has referenced all of the applicable sections of the Zoning and Land Use Code including Article XIII, Section 4.
- The development will impact approximately 2,270 square feet of wetlands. The applicant is seeking DEP approval for activity within and adjacent to a wetland. Given the site's proximity to a natural resource, staff is recommending weekly erosion control reports are provided to city on the status of the project and any issues or corrections needed or made with respect to erosion control. The applicant has noted this on Sheet C102.
- Prior to a certificate of occupancy being issued, staff is recommending an as-built site plan is provided by a professional surveyor as being in conformance with the approved site plan. Staff is recommending the Board consider this as a standard condition of approval with projects in effort to assist staff and the developer ensure the project is completed in accordance with the approved plans. The applicant has made reference to this on sheet c101.
- The applicant has demonstrated that traffic from the proposed development will not require a traffic movement permit. The project is estimated to generate 57 trips ends during a peak hour. City staff and the City's peer traffic reviewer from HNTB have

reviewed the traffic closely with the applicant for the proposed development. It should be noted that the Sabattus Street access allows for left and right turns into the development; however, it limits exiting to right turns only. Full access to the site is provided from North Temple Street. The Sabattus Street access is also being located to serve a portion of the remaining land not being developed at this time. Cross easements are being proposed so future development of the remaining land abutting the Family Dollar will have the ability to use the Sabattus Street and North Temple driveways for access. Documentation of the proposed cross easement has been provided with the application and as part of the November 21st response. Staff and HNTB strongly recommended these easements are established in effort to reduce curb cuts on Sabattus Street and improve access management and further recommends it be noted a condition of approval.

- The entire property is currently vacant consisting of grassed and wooded areas. Development of the site will result in approximately 30,492 square feet of new impervious area. The applicant has noted on Sheet C101 that no certificate of occupancy be issued for this development until written verification by a professional engineer is provided to the city that all stormwater improvements have been completed in accordance with the approved plan.
- Total site disturbance will exceed one acre and is located within an area of the city subject to municipal stormwater regulations (MS4). Therefore, staff recommends as a condition of approval that prior to a certificate of occupancy being issued that documentation regarding the maintenance and upkeep of the stormwater system pursuant to Lewiston MS4 stormwater requirement contained in Article XII, Section 15e(3) be provided to the City.
- The applicant is requesting a modification of the 20' side setback to locate a concrete pad to house HVAC units approximately 15.5 feet from the side property line. This modification is being requested pursuant to Article VII, Section 4(k) and Article IX, Section 3(9). Staff has no concerns with the proposed modification. Should the Board approve the development, staff recommends this modification be noted on the plan.
- Public Works is in the process of reviewing the applicant's response to their concerns. An update will be provided at the meeting.

No other concerns have been raised by city staff. Therefore, approval is recommended pursuant to Article VII, Section 4(k), Article IX, Section 3(9), and Article XIII, Section 4 Zoning and Land Use Code with the following conditions to be noted on the plan:

1. Prior to a certificate of occupancy being issued, documentation regarding the maintenance and upkeep of the stormwater system pursuant to Lewiston MS4 stormwater requirement contain in Article XII, Section 15e(3) must be provided to the City.
2. The side setback modification for the concrete pad to house HVAC units approximately 15.5 feet from the side property line has been granted.
3. Prior to a certification of occupancy being issued, evidence is provided to the City that cross easements have been established and recorded so future development of the remaining land abutting the Family Dollar will have the ability to use the Sabattus Street and North Temple driveways for access.

ACTIONS NECESSARY

1. Make a motion to consider an application submitted by Gorrill-Palmer Consulting Engineers, Inc. on behalf of HRES Investments 2, LLC to construct a Family Dollar Store with a 34 space parking lot at 964 Sabattus.
2. Obtain input on the application;
3. Make a determination that the application is complete;
4. Make finding that the application meets all of the necessary criteria contained in the Zoning and Land Use Code, including Article VII, Section 4(k), Article IX, Section 3(9), and Article XIII, Section 4 of the Zoning and Land Use Code and to grant approval to HRES Investments 2, LLC to construct a Family Dollar Store with a 34 space parking lot at 964 Sabattus (subject to any concerns raised by the Planning Board or staff).



Department of Public Works
David A. Jones, P.E., Director

DATE: November 7, 2013

TO: David Hediger, Planning Director

FROM: Ryan Barnes, P.E., Project Engineer *RSE*

SUBJECT: 964 Sabattus Street
Family Dollar

Lewiston Public Works has the following comments at this time upon reviewing the application:

Application

1. *Stormwater Management:* Can the emergency spillway safely convey the 100 year storm without overtopping the embankment?

Plans

1. *Sheet C101:* The 1" Curb Stop shall be installed within the City right of way.
2. *Sheet C102:* The location of the roof drain outlet is not clearly shown. It appears to be going into the sediment forbay, however, there is a note indicating an invert located on the northeast corner of the building. Please indicate where the roof drain is intended to outlet.
3. *Sheet C401 - Vertical Granite Curb Detail:* All curb within the City right of way shall be bedded in concrete.
4. *Sheet C401 - Trench Section Detail:* The select backfill above PVC and HDPE pipes shall be Type C ¾" Crushed Stone within the City right of way.
5. *Sheet C401 – Bituminous Pavement Section:* The trench work in the roadway shall follow the Heavy Duty detail.
6. *Sheet C401 –* A detail for the 1:1 Rip Rap Slope should be added to the plans indicating the stone size, depth, and geotextile fabric.

The City of Lewiston does not discriminate against or exclude individuals from its municipal facilities, and/or in the delivery of its programs, activities and services based on an individual person's ethnic origin, color, religion, sex, age, physical or mental disability, veteran status, or inability to speak English. For more information about this policy, contact or call Compliance Officer Mike Paradis at (V) 207-513-3003, (TTY) 207-513-3007, or email mparadis@ci.lewiston.me.us.



**City of Lewiston
Planning & Code Enforcement**

TO: Gorrill Palmer
FROM: David Hediger, City Planner
DATE: November 14, 2013
RE: Family Dollar, Sabattus Street

Planning and Code Enforcement offer the following comments and concerns with respect to the above referenced project:

1. Exhibit A included as part of the “right, title, interest” refers to cross easement for future access across the Family Dollar lot buy the vacant abutting lot. Reference to said easements should be noted on the site plan.
2. Erosion control report:
 - a. Staff will recommend as a condition of approval that prior to a certificate of occupancy being issued that documentation regarding the maintenance and upkeep of the stormwater system pursuant to Lewiston MS4 stormwater requirement contain in Article XV, Section e(3).
 - b. Page 1 contains a typo in the footer referencing Tractor Supply.
3. Given the site proximity to a natural resource, staff is recommending that upon construction activity commencing, weekly erosion control reports are provided to city on the status of the project and any issues or corrections needed or made with respect to erosion control.
4. Traffic analysis: typo on figure 40trip assignment for AM/PM trips.
5. Lighting plan: staff recommends light poles not exceed 20’ in height. Detail should be provided on wall pack lights; these should be cut-off fixtures.
6. Plan sheet C101:
 - a. Pad for HVAC equipment is subject to building setback requirements.
 - b. Striped pavement area adjacent to handicap space and crosswalk should be considered as a raised vegetated area providing a reduction in impervious area and additional protection for pedestrians. These improvements should also be shown on the landscaping plan/L101.
7. Sheet 102: erosion control measures should be shown and installed along the eastern property line.
8. Cover sheet: must contain a signature block for Planning Board chairman and expiration of approval language per Article XIII, Section 11.
9. Prior to a certificate of occupancy being issued a professional engineer must provide a stamped statement indicating all stormwater improvements have been completed in accordance with the approved plan. A note to this effect should be added to the plans.
10. Prior to a certificate of occupancy being issued, an as-built site plan must be provided by a professional surveyor.

Additional comments may be provided upon further review. Please contact me with any questions.

Thank you.

From: [Bruce Munger](#)
To: [David Hediger](#)
Subject: RE: Family Dollar Store traffic study
Date: Monday, July 15, 2013 2:22:45 PM

David,

As we have discussed, it's at developers risk to develop the single parcel while it will be tied to the second parcel for the next five years. For the initial development of the family dollar, there is no reason to restrict the left turns in, however the developer needs to understand that if the second parcel is developed within the next five years and it is a significant generator, the left turns in may go away. As long as that is clearly understood, there is no reason for the development not to move forward.

Thanks,

Bruce

From: Thomas Gorrill [mailto:TGorrill@gorrillpalmer.com]
Sent: Monday, July 15, 2013 1:52 PM
To: David Hediger
Cc: Kathleen Hess; Mac Simpson; Al Palmer; Bruce Munger; Ryan Barnes; Gildace Arsenault; David Chick
Subject: RE: Family Dollar Store traffic study

David:

Thanks for sending along the peer review. Our responses are summarized below:

1. Comment- Executive Summary – Assumptions – Gorrill-Palmer states that the earliest the Family Dollar Store will open is 8:00 AM and is therefore beyond the AM peak hour. HNTB does not concur with this assumption. The Family Dollar hours of operation are from 8:00 AM to 9:00 PM, as posted on their website, and the typical AM peak hour falls between 6:00 and 9:00 AM, the AM operation should be part of analysis.

Response: The hours of operations are from 8am to 9PM as noted in the preliminary report. The AM peak of the adjacent street traffic upon which infrastructure needs are typically assessed is from 7AM to 9AM. The development traffic is forecast to be 6 trip ends during this time frame as summarized on page 8 of the study, not 57 which occurs sometime between the off peak hours of 9 and noon.

2. Comment-Trip Generation – The AM peak hour trip generation is 57 PCE by the table on page 8 of the assessment and per the ITE Trip Generation Manual. The stated 6 trips is the estimated Peak Hour of Adjacent Street Traffic.

Response: The AM peak of the adjacent street traffic upon which infrastructure needs are typically assessed is from 7AM to 9AM.

3. Trip Distribution and Assignment – The directional split per the table on page 8 of the assessment and the ITE Trip Generation Manual, should be 55/45 split in/out for the PM Peak Hour of Generator. The trip assignment within Figure No. 4 shows a 50/50 split in/out, which represents the AM Peak Hour of Generator not the PM.

Response: The trip distribution is actually forecast by ITE to be 55% exiting and 45% entering during the PM peak hour of the adjacent street traffic not 45% and 55%. However, to be conservative when assessing the left turn in we used an equal split of 50%-50%

David: We submitted this preliminary study to obtain the City's feedback as to whether access to Sabattus Street would be allowed if the left turn exiting was prohibited. We certainly can address the AM peak hour at some point but feel the PM peak hour of the adjacent street traffic is the critical period and would like to know based on the PM peak hour analysis submitted whether the City would allow access to Sabattus before the client completes additional analysis.

tom

From: David Hediger [<mailto:DHediger@lewistonmaine.gov>]

Sent: Monday, July 08, 2013 5:24 PM

To: Thomas Gorrill

Cc: Kathleen Hess; Mac Simpson; Al Palmer; Bruce Munger; Ryan Barnes; Gildace Arsenault; David Chick

Subject: RE: Family Dollar Store traffic study

Perfect timing as I received the attached while out of the office last week.

Please review and contact me with any questions.

Thanks.

David Hediger
City Planner/Deputy Director Planning and Code Enforcement



November 21, 2013

David Hediger
Deputy Director and City Planner
City of Lewiston
27 Pine Street
Lewiston, ME 04240

Subject: Family Dollar
Major Development Application
Letter of Correspondence #1

Dear David,

This letter is in response to comments from Planning and Code Enforcement dated November 14, 2013 and comments from the Department of Public Works dated November 7, 2013.

For ease of review each comment as been repeated followed by our response.

Planning and Code Enforcement comments

Comment:

1. *Exhibit A included as part of the "right, title, interest" refers to cross easement for future access across the Family Dollar lot buy the vacant abutting lot. Reference to said easements should be noted on the site plan.*

Response: A note referencing the easement has been added to Sheet C101. Attached to this letter is a copy of the easement language which will be signed by the Applicant upon land closing.

Comment:

2. *Erosion control report:*
 - a. *Staff will recommend as a condition of approval that prior to a certificate of occupancy being issued that documentation regarding the maintenance and upkeep of the stormwater system pursuant to Lewiston MS4 stormwater requirement contain in Article XV, Section e(3).*
 - b. *Page 1 contains a typo in the footer referencing Tractor Supply.*

Response: a. No response necessary. b. The report has been revised.

Comment:

3. *Given the site proximity to a natural resource, staff is recommending that upon construction activity commencing, weekly erosion control reports are provided to city on the status of the project and any issues or corrections needed or made with respect to erosion control.*

Mr. David Hediger
November 21, 2013
Page 2

Response: A note has been added to Plan Sheet C102 requiring the contractor to coordinate erosion control reporting with the City.

Comment:

4. *Traffic analysis: typo on figure 4 trip assignment for AM/PM trips.*

Response: The figure has been revised. The revised report is included with this letter.

Comment:

5. *Lighting plan: staff recommends light poles not exceed 20' in height. Detail should be provided on wall pack lights; these should be cut-off fixtures.*

Response: The lighting plan has been revised to show 20 foot poles. Wall pack details are included on the lighting plan.

Comment:

6. *Plan sheet C101:*

- a. *Pad for HVAC equipment is subject to building setback requirements.*
- b. *Striped pavement area adjacent to handicap space and crosswalk should be considered as a raised vegetated area providing a reduction in impervious area and additional protection for pedestrians. These improvements should also be shown on the landscaping plan/L101.*

Response: a. Based upon Article VII Section 4.k. Modifications, the Applicant would like to request a reduction of the requirement of the 20 foot side setback for the HVAC pad on the east side of the building. Based upon Article 9 Section 3.9, a 25% reduction is allowed if approved by the Board. The concrete pad will be flush with the ground. The pad will encroach on the 20 foot setback, along an internal property line, by approximately 4.5 feet; or 15.5 feet from the property line. The HVAC units, which are above ground will be within the concrete pad and be greater than 15.5 feet from the property line. The applicant is requesting a reduction of 22.5% for this pad. The pad is in this location, due to the wetland and grading restraints to the rear of the building. The Seller owns the adjacent property, the equipment is facing the commercial parcel, and the pad is not in view from the residential property, therefore the location of the pad will not alter the essential character of the locality nor result in undue impact on adjacent properties. The pad location will not impede the ability of public safety services to reach the property or adjacent properties.

b. The striped island has been revised to show a landscaped island. The landscaping plan has been revised.

Comment:

7. *Sheet 102: erosion control measures should be shown and installed along the eastern property line.*

Mr. David Hediger
November 21, 2013
Page 3

Response: Silt fence has been added to the eastern property line.

Comment:

8. *Cover sheet: must contain a signature block for Planning Board chairman and expiration of approval language per Article XIII, Section 11.*

Response: The signature block and expiration language has been added to the cover sheet.

Comment:

9. *Prior to a certificate of occupancy being issued a professional engineer must provide a stamped statement indicating all stormwater improvements have been completed in accordance with the approved plan. A note to this effect should be added to the plans.*

Response: A note has been added to Plan Sheet C101 requiring stormwater certification.

Comment:

10. *Prior to a certificate of occupancy being issued, an as-built site plan must be provided by a professional surveyor.*

Response: A note requiring an as-built plan has been added to Plan Sheet C101.

Department of Public Works comments

Comment:

1. *Stormwater Management: Can the emergency spillway safely convey the 100 year storm without overtopping the embankment?*

Response: The spillway can safely convey the 100 year storm. Hydrocad calculations are included with this letter.

Comment:

2. *Sheet C101: The 1" curb stop shall be installed within the City right of way.*

Response: The plan has been revised to show the curb stop in the right of way.

Comment:

3. *Sheet C102: The location of the roof drain outlet is not clearly shown. It appears to be going into the sediment forebay, however, there is a note indicating an invert located on the northeast corner of the building. Please indicate where the roof drain is intended to outlet.*

Response: The roof drain outlet is at the sediment forebay.

Comment:

Mr. David Hediger
November 21, 2013
Page 4

4. *Sheet C401: Vertical Granite Curb Detail – All curb within the City right of way shall be bedded in concrete.*

Response: The detail has been revised to show the curb bedded in concrete.

Comment:

5. *Sheet C401: Trench Section Detail – The select backfill above PVC and HDPE pipes shall be Type C ¾" Crushed Stone within the City right of way.*

Response: The detail has been revised to require ¾" stone.

Comment:

6. *Sheet C401: Bituminous Pavement Section – The trench work in the roadway shall follow the Heavy Duty detail.*

Response: Plan Sheet C101 has been revised to require heavy duty pavement in the roadway. A bituminous walkway detail has also been added.

Comment:

7. *Sheet C401: A detail for the 1:1 Rip Rap Slope should be added to the plans indicating the stone size, depth, and geotextile fabric.*

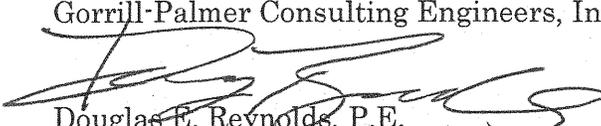
Response: A rip rap slope detail has been added to plan sheet C401.

As directed by your office, the following are included with this letter.

- Nine copies of the application with reduced scale site plans (11 x 17) along with a written response to staff comments. Copies should include stormwater summary without the calculations; traffic summary without supporting documentation.
- Three copies of the application with full size plans along with a written response to staff comments. These three copies should include full sets of all documentation including any supporting documentation.

If you have any further questions please contact us.

Sincerely,
Gorrill-Palmer Consulting Engineers, Inc.


Douglas E. Reynolds, P.E.
Project Engineer

Copy: Kathleen Hess, HRES Investments

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Rodney S. Fields, Jr, Esq.
Rodney S. Fields, Jr., P.A.
5203 Bayshore Blvd. #7
Tampa, FL 33611

STATE OF MAINE:

COUNTY OF ANDROSCOGGIN:

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into this 26th day of August, 2013, by and between Family Dollar, Inc., a Delaware corporation ("First Party") and Rita S. Grenier, Bernard Grenier and Pierre Grenier, individually as the heir and as the Personal Representative of the Estate of Rodolphe Grenier a/k/a Rudolph Grenier ("Second Party").

WHEREAS, First Party is the owner of a tract of real property located in, Lewiston County of Androscoggin, State of Maine more particularly described on Exhibit A attached hereto and incorporated by reference (the "First Party Tract"), and intends to develop the First Party Tract to be used for retail purposes; and

WHEREAS, Second Party owns a tract of real property adjacent to and lying next to the First Party Tract, also located in Lewiston, County of Androscoggin, State of Maine, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Second Party Tract"); and intends to develop the tract for commercial purposes.

WHEREAS, First Party and Second Party desire to grant to each other easements of access, ingress and egress to enable each of them and their respective Permittees (as hereinafter defined) to have access over and through their respective properties; and

WHEREAS, First Party desires to construct a driveway over a portion of the Second Party Tract and Second Party is willing to grant a construction easement for the construction of the driveway; and

WHEREAS, the parties have agreed that the Second Party Tract will be subject to certain restrictive use covenants; and

WHEREAS, the parties desire to enter into other agreements regarding the use of their respective parcels;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Grant of Construction Easement. Second Party hereby grants to First Party a construction easement (the "Construction Easement") on, over and across that portion of the Second Party Tract as may be reasonably necessary for installing and constructing a shared driveway area and access drive (the "Cross Access Drive") connecting the First Party Tract with the proposed driveway on the Second Party Tract. The location of the Cross Access Drive is shown on the site plan (the "Site Plan") set forth in Exhibit C attached hereto and incorporated by reference. The Construction Easement shall be a temporary easement, existing for a period of 200 days (the "Construction Period") beginning on the date (the "Commencement Date") that First Party commences construction of the Cross Access Drive. The Commencement Date shall be set forth in a written notice from First Party to Second Party given not less than ten (10) days prior to the Commencement Date. First Party shall construct the Cross Access Drive during the Construction Period in a manner that will not interfere with business operations on the Second Party Tract or with the orderly flow of traffic thereon. First Party shall obtain and pay for all permits, approvals and licenses necessary for the construction and use of the Cross Access Drive. The Cross Access Drive shall be constructed in accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof. The Cross Access Drive shall be constructed in a good and workmanlike manner and in accordance with the Site Plan. First Party shall pay all costs or expenses related to the construction of the Cross Access Drive and shall not permit any lien to attach to the Second Party Tract or any part thereof. Once constructed, First Party shall keep and maintain the Cross Access Drive located on the First Party Tract, and other vehicular drives and curb cuts located on the First Party Tract, in good condition and repair. Second Party shall keep and maintain the Cross Access Drive located on the Second Party Tract, and other vehicular drives and curb cuts located on the Second Party Tract, in good condition and repair. Both parties have the right to take any action to keep the entire driveway open included but not limited to paving and snow, ice or debris removal. The Construction Easement shall automatically terminate upon the expiration of the Construction Period; provided, however, in no event shall the Construction Period last more than one (1) year from the date of recordation of this Agreement. The maintenance obligations herein shall survive the termination of the construction easement as part of the Reciprocal Easement obligations.

Should Second Party Tract remain undeveloped, First Party shall be responsible for the maintenance of entire Cross Access Drive. BDX

2. Grant of Reciprocal Easements of Access, Ingress and Egress [and Parking].

(a) First Party hereby grants to Second Party, and their respective Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the First Party Tract improved from time to time for vehicular traffic, including 18-wheel tractor-trailer vehicles, (e.g., driveways and curb cuts), which easement shall be for use by Second Party for vehicular access, ingress and egress (but not parking on the Second Party

Access Easement defined below) to and from the Second Party Tract and rights-of-way adjacent to the First Party Tract. Said easement shall hereinafter be referred to as the "Second Party Access Easement."

(b) Second Party hereby grants to First Party, and their respective Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the Second Party Tract improved from time to time for vehicular traffic (e.g., driveways and curb cuts), which easement shall be for use by First Party for vehicular access, ingress and egress (but not parking on the First Party Access Easement defined below) to and from the First Party Tract and rights-of-way adjacent to the Second Party Tract. Said easement shall hereinafter be referred to as the "First Party Access Easement."

(c) Notwithstanding the above, the Second Party Access Access Easement and the First Party Access Easement are contingent upon the completion of construction of the Access Drive in accordance with the requirements set forth in Section 1 above.

3. Covenants Running with the Land.

(a) The Second Party Access Easement [and Parking Easement] herein granted by First Party to Second Party shall run with the land. First Party hereby warrants and covenants with Second Party that it has the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof.

(b) The First Party Access Easement [and Parking Easement] herein granted by Second Party to First Party shall run with the land. Second Party hereby warrants and covenants with First Party that it has the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof and a mortgage in favor of _____ (the "Lender").

5. Condemnation. Nothing in this Agreement shall be construed to give one party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other party's rights or giving the public or any government any rights. The parties may file collateral claims with the condemning authority for their losses that are separate and apart from the value of the land area and improvements taken.

6. Driveway Changes. First Party and Second Party each reserve the right to from time to time change the driveways and other traffic improvements located within their respective parcels as long as (i) such change does not materially impair the other party's use of the easements herein granted and the accessibility afforded by such easements to adjoining rights-of-way, (ii) the party making such changes to its parcel provides at least thirty (30) days prior written notice to the other party describing such changes in reasonable detail, and (iii) the party making such changes does not unreasonably interfere with business operations on the other party's parcel.

7. Indemnification Each party shall and does hereby, indemnify and hold the other party, its legal representatives, lessees, tenants, employees, successors and assigns (all of whom shall be collectively referred to as the "Indemnitees") harmless of, from and against any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, arising in any way by any reason of the use of the easements herein granted by the indemnifying parties; provided, however, that said indemnity and hold harmless shall exclude any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, caused by negligence of "Indemnitees," or any other person acting under their direction or contract with them, or other third parties.

8. Restricted Use. The First Party Tract and the Second Party Tract shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations. Neither all nor any portion of the tracts may be used, directly or indirectly, for a store or other business selling, renting or displaying "x-rated" or "adults only" books, tapes, films, magazines or other merchandise, massage parlor, any establishment featuring "adults only" or "x-rated" entertainment.

9. Specific Use Restrictions for the Second Party Tract. In addition to the restrictions set forth in this Section 9, so long as Family Dollar is operating a store on the First Party Tract, the Second Party Tract will not be leased, subleased, or sold to any variety store, variety discount store, discount department store, dollar store, thrift store, any store selling used clothing, or any discount store occupying less than 40,000 square feet operated by or under the name of Fred's, Marc's, Wal-Mart, K-Mart, Sears Holdings, Meijer's, Duckwall-Alco, A. J. Wright, Big Lots, Shopko, dd's Discounts, Pamida, Value City, Dolgencorp or Dollar General, Bill's Dollar, Bonus Dollar, Deals, Only Deals, 99 Cents Only, Dollar Tree, or any entity controlled by, affiliated with or related to any of them, or any other dollar store or single price point store occupying more than 2,000 square feet, or any store operated by Variety Wholesalers, including but not limited to, Maxway, Roses, Super 10, ValuMart, Pope's and Bargaintown. This Paragraph is not intended to prohibit the Second Party Tract from being operated as a drugstore, toy store, hobby store, sporting goods store, card and gift store, shoe store, hardware store, home improvement store, auto supply store, electronics store, office supply store or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware. Furthermore the Second Party Tract will not be used for a purpose which would create a traffic count unacceptable to the City of Lewiston which causes the restriction of use of the access driveway.

10. Permittees. As used herein, the term "Permittees" shall mean each party hereto, and their successors in title, and each of their respective tenants, employees, contractors, guests and invitees.

(Signature/Notary pages attached)

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES AS TO FIRST PARTY:	FIRST PARTY:
Signed: _____ Print Name: _____ Signed: _____ Print Name: _____	FAMILY DOLLAR ,INC a Delaware corporation By: _____ Print Name: _____ Title: _____ Dated: _____
STATE OF	
COUNTY OF	
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____, of Family Dollar, Inc a Delaware corporation, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.	
WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2013.	
_____ Notary Public	
_____ Typed, printed or stamped name of Notary Public	
My Commission Expires: _____	

WITNESSES AS TO SECOND PARTY:	SECOND PARTY:
Signed: <u>[Signature]</u> Print Name: <u>Ann Wagner</u>	Bernard Grenier <u>Bernard Grenier</u> <u>BERNARD GRENIER</u> Print Name: Bernard Grenier
Signed: <u>[Signature]</u> Print Name: <u>Sabine Bureau</u>	Dated: <u>8-26-13</u>

STATE OF MAINE
 COUNTY OF ANDROSCOGGIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Bernard Grenier, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of August, 2013.

[Signature]
 Notary Public

KATRINA DAIGNAEULT
 Notary Public, Maine

My Commission Expires January 30, 2020

Typed, printed or stamped name of Notary Public

My Commission Expires: 1/30/20

WITNESSES AS TO SECOND PARTY:	SECOND PARTY:
<p>Signed: <u>[Signature]</u> Print Name: <u>Subanna Boreau</u></p> <p>Signed: <u>[Signature]</u> Print Name: <u>Katina Saigneault</u></p>	<p>Rita Grenier <u>Rita Grenier</u> By: <u>RITA GRENIER</u> Print Name: Rita Grenier</p> <p>Dated: <u>8-26-13</u></p>

STATE OF MAINE
COUNTY OF ANDROSCOGGIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Rita Grenier, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced Maine DL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of August, 2013.

Anne Wagner
Notary Public

Anne Wagner
Typed, printed or stamped name of Notary Public
Notary Public, Maine

My Commission Expires: My Commission Expires March 18, 2014

<p>WITNESSES AS TO SECOND PARTY:</p> <p>Signed: <u>[Signature]</u> Print Name: <u>Ann Wagner</u></p> <p>Signed: <u>[Signature]</u> Print Name: <u>Sabrina Brown</u></p>	<p>SECOND PARTY:</p> <p>Pierre Grenier ; <u>Pierre Grenier</u> <u>Pierre Grenier</u></p> <hr/> <p>Pierre Grenier, individually as the heir and as the Personal Representative of the Estate of Rodolphe Grenier a/k/a Rudolph Grenier</p> <p>Dated: <u>8/26/13</u></p>
---	---

STATE OF MAINE
COUNTY OF ANDROSCOGGIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Pierre Grenier, individually as the heir and as the Personal Representative of the Estate of Rodolphe Grenier a/k/a Rudolph Grenier, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of August, 2013.

[Signature]
Notary Public

KATRINA DAIGNAEULT
Notary Public, Maine
My Commission Expires January 30, 2020

Typed, printed or stamped name of Notary Public

My Commission Expires: 1/30/20

DISREGARD ↓

TRACT - CONSENT AND SUBORDINATION OF LENDER

Lender Consent

_____, a _____ (Type of Lender), as holder of
that certain _____ (Mortgage, Deed of Trust,
etc.) dated _____ with respect to the _____ **Tract**, hereby
consents to the terms and conditions contained in this Agreement and subordinates the lien of
said _____ (Mortgage, Deed of Trust, etc.) to
this Agreement.

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me on _____, 2013 by
_____, the _____ of
_____, a _____.

He/She is personally known to me, or produced _____ as identification.

Notary Public, State of _____

Name Printed: _____

My Commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

Description of First Party Tract

LEGAL DESCRIPTION FOR PROPOSED LOT

Beginning at a point on the Northerly sideline of Sabattus Street, said point lying N 79°17'27" W by said Sabattus Street a distance of One Hundred Fifty and 00/100 (150.00) feet from the South Westerly corner of land now or formally of the City of Lewiston as described in the Androscoggin County Registry of Deeds in Book 518, Page 421. Thence:

- 1) N 79°17'27" W by said Sabattus Street a distance of Two Hundred Thirty-Nine and 50/100 (239.50) feet to a point and the Easterly sideline of North Temple Street;
- 2) Northwesterly by said North Temple Street, following a non-tangent curve to the right having a radius of Eighteen and 00/100 (18.00) feet, an arc distance of Twenty-Five and 21/100 (25.21) feet to a point, said point being located N 06°43'03" W a distance of Twenty-Three and 20/100 (23.20) feet from the last mentioned point;
- 3) N 56°49'06" W by said North Temple Street a distance of 0.50/100 (0.50) feet to a point;
- 4) N 33°10'54" E by said North Temple Street a distance of Two Hundred Forty-Three and 68/100 (243.68) feet to a point at remaining land now or formally of Rita S. Grenier as described in a deed recorded in said Registry in Book 4546, Page 277;
- 5) S 79°17'27" E by said remaining lands of Grenier a distance of One Hundred Sixty-One and 43/100 (161.43) feet to a point;
- 6) S 12°29'03" W by said remaining lands of Grenier a distance of Two Hundred Forty-Seven and 62/100 (247.62) feet to the point of beginning.

This legal description describes the same property as insured in the Stewart Title Guaranty Company Title Commitment Number 2013-03-1219; Effective date: March 13, 2013.

EXHIBIT B

Description of Second Party Tract

LEGAL DESCRIPTION FOR EXISTING LOT PER STUART TITLE GUARANTY COMPANY

A certain lot or parcel of land with any buildings and improvements thereon, situated in the City of Lewiston, County of Androscoggin, and State of Maine, bounded and described as follows:

Commencing on the northerly line of the Sabattus Road South, sixty-three and one-half degrees ($63\frac{1}{2}$) East ten (10) rods from the southeasterly corner of land formerly owned by Marilla M. Thorne; thence North forty-eight and one-half degrees ($48\frac{1}{2}$) East about ninety-one (91) rods to land formerly owned by Robert Field; thence southeasterly by said Field land about twenty-five (25) rods to land formerly owned by Josiah Stewart; thence in a southwesterly direction by land formerly owned by said Stewart to a point four hundred and four and fifty-nine hundredths feet ($404.59'$) northeasterly from the said northerly line of Sabattus Street; thence in a westerly direction parallel with the said northerly line of Sabattus Street, one hundred and thirty and seventy-four hundredths feet ($130.74'$); thence in a southwesterly direction to the northerly line of land conveyed by George W. Eadon to the City of Lewiston, said point being fifty and seven hundredths feet ($50.07'$) feet westerly from the northeasterly corner of said City of Lewiston land; thence in a westerly direction by said City of Lewiston land forty-nine and ninety-three hundredths feet ($49.93'$); thence in a southerly direction by said City of Lewiston land one hundred feet ($100'$) to the said northerly line of Sabattus Street; thence in a westerly direction by the said northerly line of Sabattus Street, four hundred and fifteen and seventy-two hundredths feet ($415.72'$) to the point of beginning.

EXCEPTING AND RESERVING therefrom a strip of land ten feet ($10'$) wide and one thousand five hundred feet ($1,500'$), more or less long running along the northerly line of this property next to North Temple Street as described in an easement from Hazel A. Basmmer to the City of Lewiston dated August 27, 1971 and recorded in said Registry of Deeds in Book 1039, Page 221.

EXCEPTING AND RESERVING from the above described property an easement from the said Hazel A. Basmmer to the City of Lewiston to operate, repair, maintain and replace a fire hydrant and water main located on the above property on the southeasterly side of North Temple Street as described in a Gull Claim deed dated October 21, 1971 and recorded in said Registry of Deeds in Book 1044, Page 607.

ALSO EXCEPTING AND RESERVING from the above described property two twenty foot ($20'$) easements granted by the said Hazel A. Basmmer to the City of Lewiston, dated August 27, 1971 and recorded in said registry in Book 1039, Page 220.

D. Reynolds
DOUGLAS E. REYNOLDS
No. 0088
PROFESSIONAL ENGINEER
11-20-13

EROSION AND SEDIMENTATION CONTROL
BASIC STANDARDS

1.1 Overview

This Exhibit demonstrates the developer has made adequate provision for controlling erosion and sedimentation.

1.2 Introduction

Gorrill-Palmer Consulting Engineers, Inc. has been retained by HRES Investments 2, LLC to prepare an Erosion and Sedimentation Control Report for the construction of a proposed 8,320 s.f. retail development and , associated parking, and infrastructure off Sabattus Street in Lewiston, Maine. Figure 1 is a map showing the project location. The developer is currently seeking a Site Plan Permit from the City of Lewiston. Gorrill-Palmer Consulting Engineers, Inc. has prepared an Erosion and Sedimentation Control Plan for the proposed development. This narrative contains the general erosion and sedimentation control measures, which are appropriate for the construction of the project.

1.3 Narrative

1.3.1 Existing Conditions and Soil Types

The development site comprises approximately 1.2 acres and is located on the northeast quadrant of the intersection of Sabattus Street and North Temple Street in Lewiston, Maine. The site is currently undeveloped and forested. Abutting land uses include:

- North – Residential
- East – Commercial
- South – Commercial
- West – Commercial

Topography in the area of the proposed construction varies from relatively flat slopes of approximately 5% to moderately steep slopes of 10%.

The Medium Intensity Soil Survey for Androscoggin County as prepared by the US Department of Agriculture Soil Conservation Service was utilized in identifying the on-site soils. Figure 2, which follows this page, is a portion of the medium intensity soil map for this area. The susceptibility of soils to erosion is indicated on a relative “K” scale of values over a range of 0.02 to 0.69. The higher values are indicative of the more erodible soils. The following table lists the soils found on site and their K values:

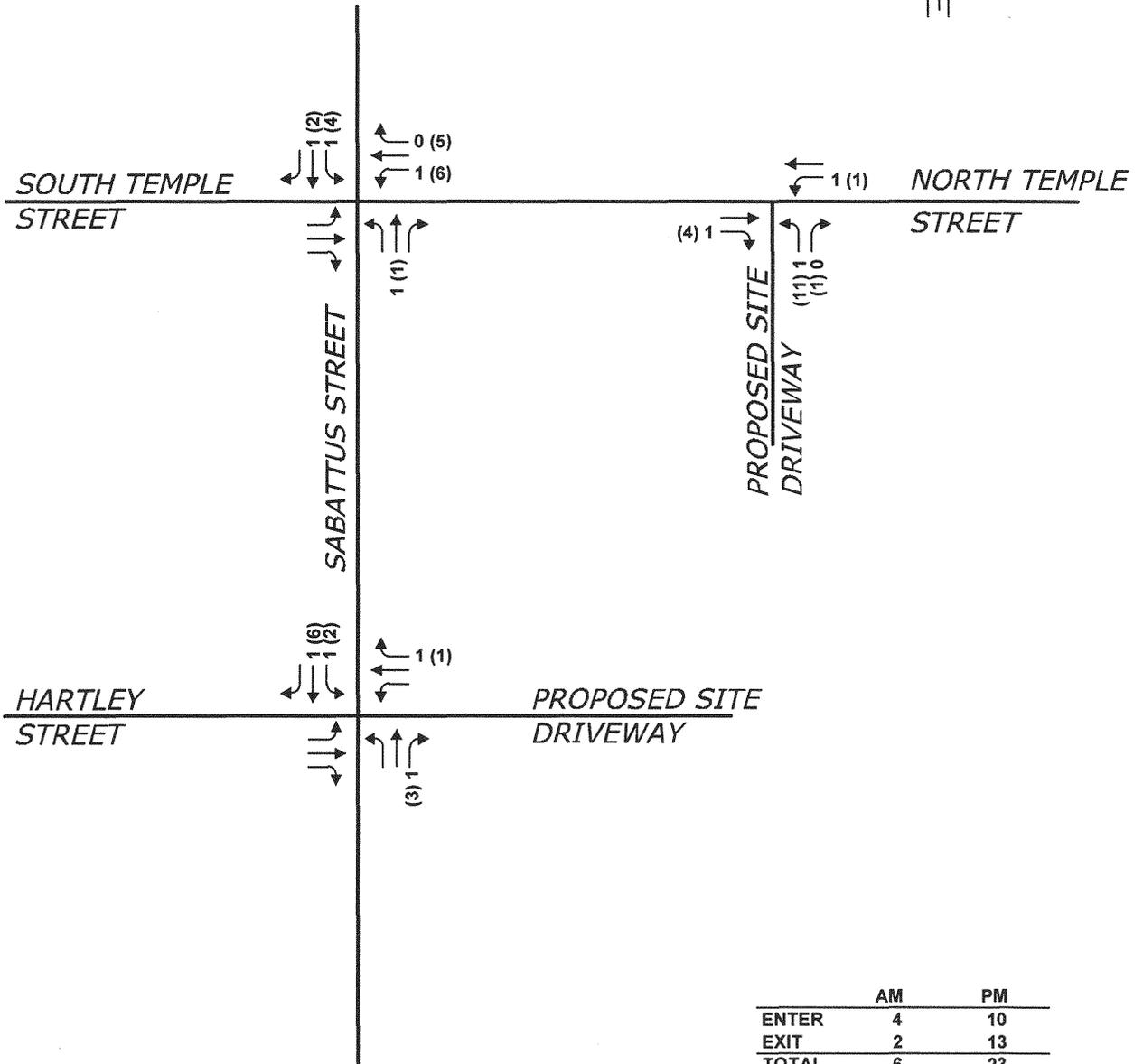
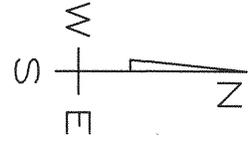
Type	K VALUE	
	Subsurface	Substratum
Buxton	0.49	0.49
Scantic	0.49	0.49

Based on a review of the K Values, the on-site soils have medium to high susceptibility to erosion.

Trip Assignment

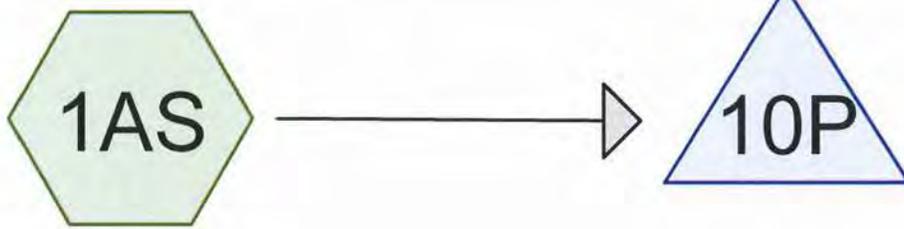
Figure No.

4



XX = AM
(XX) = PM

FAMILY DOLLAR, LEWISTON, MAINE



spillway



post10-30-13

Type III 24-hr 100 YEAR STORM Rainfall=6.50"

Prepared by Gorrill- Palmer Consulting Engineers

Printed 11/15/2013

HydroCAD® 8.50 s/n 001265 © 2007 HydroCAD Software Solutions LLC

Page 2

Time span=2.00-30.00 hrs, dt=0.01 hrs, 2801 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1AS:

Runoff Area=42,688 sf 64.16% Impervious Runoff Depth=5.56"

Tc=5.0 min CN=92 Runoff=6.17 cfs 19,784 cf

Pond 10P: spillway

Peak Elev=217.19'

Storage=6,181 cf Inflow=6.17 cfs 19,784 cf

Outflow=6.03 cfs 14,148 cf

Total Runoff Area = 42,688 sf Runoff Volume = 19,784 cf Average Runoff Depth = 5.56"
35.84% Pervious = 15,300 sf 64.16% Impervious = 27,388 sf

Summary for Subcatchment 1AS:

Runoff = 6.17 cfs @ 12.07 hrs, Volume= 19,784 cf, Depth= 5.56"

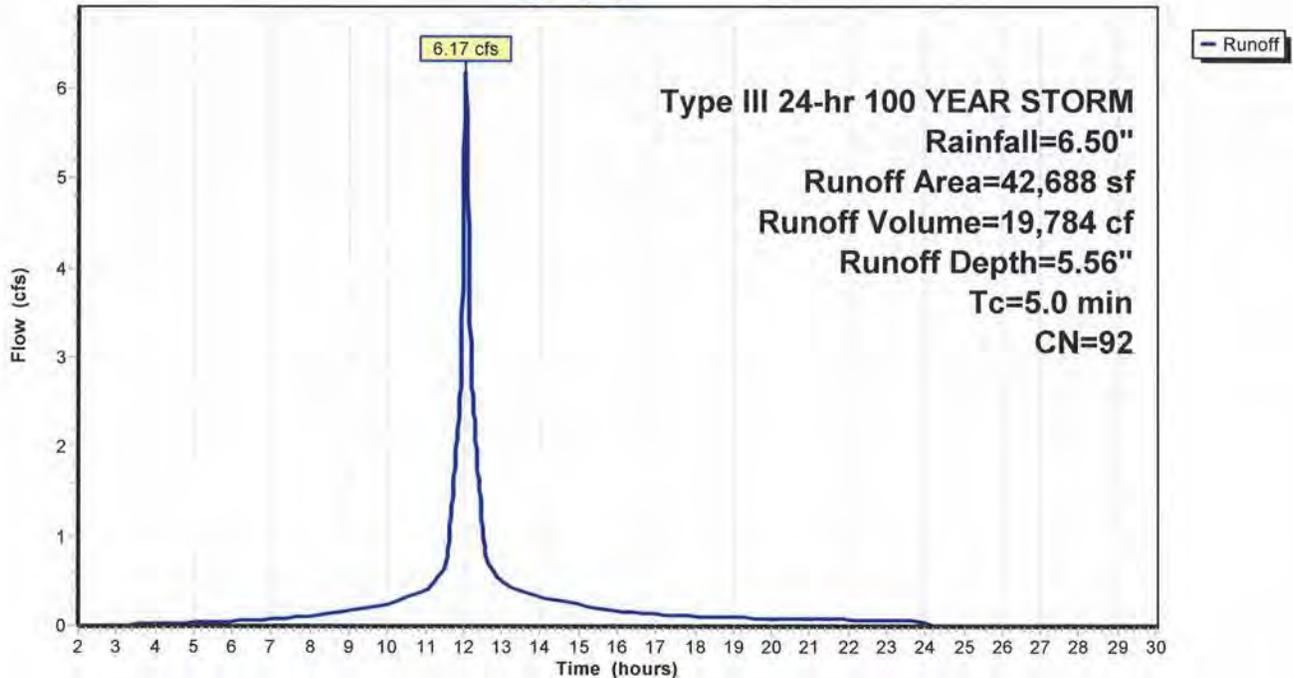
Runoff by SCS TR-20 method, UH=SCS, Time Span= 2.00-30.00 hrs, dt= 0.01 hrs
 Type III 24-hr 100 YEAR STORM Rainfall=6.50"

Area (sf)	CN	Description
27,388	98	Paved parking & roofs
15,300	80	>75% Grass cover, Good, HSG D
42,688	92	Weighted Average
15,300		Pervious Area
27,388		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment 1AS:

Hydrograph



Summary for Pond 10P: spillway

Inflow Area = 42,688 sf, 64.16% Impervious, Inflow Depth = 5.56" for 100 YEAR STORM event
 Inflow = 6.17 cfs @ 12.07 hrs, Volume= 19,784 cf
 Outflow = 6.03 cfs @ 12.09 hrs, Volume= 14,148 cf, Atten= 2%, Lag= 1.0 min
 Primary = 6.03 cfs @ 12.09 hrs, Volume= 14,148 cf

Routing by Stor-Ind method, Time Span= 2.00-30.00 hrs, dt= 0.01 hrs
 Peak Elev= 217.19' @ 12.09 hrs Surf.Area= 2,552 sf Storage= 6,181 cf

Plug-Flow detention time= 159.2 min calculated for 14,148 cf (72% of inflow)
 Center-of-Mass det. time= 69.2 min (843.1 - 773.9)

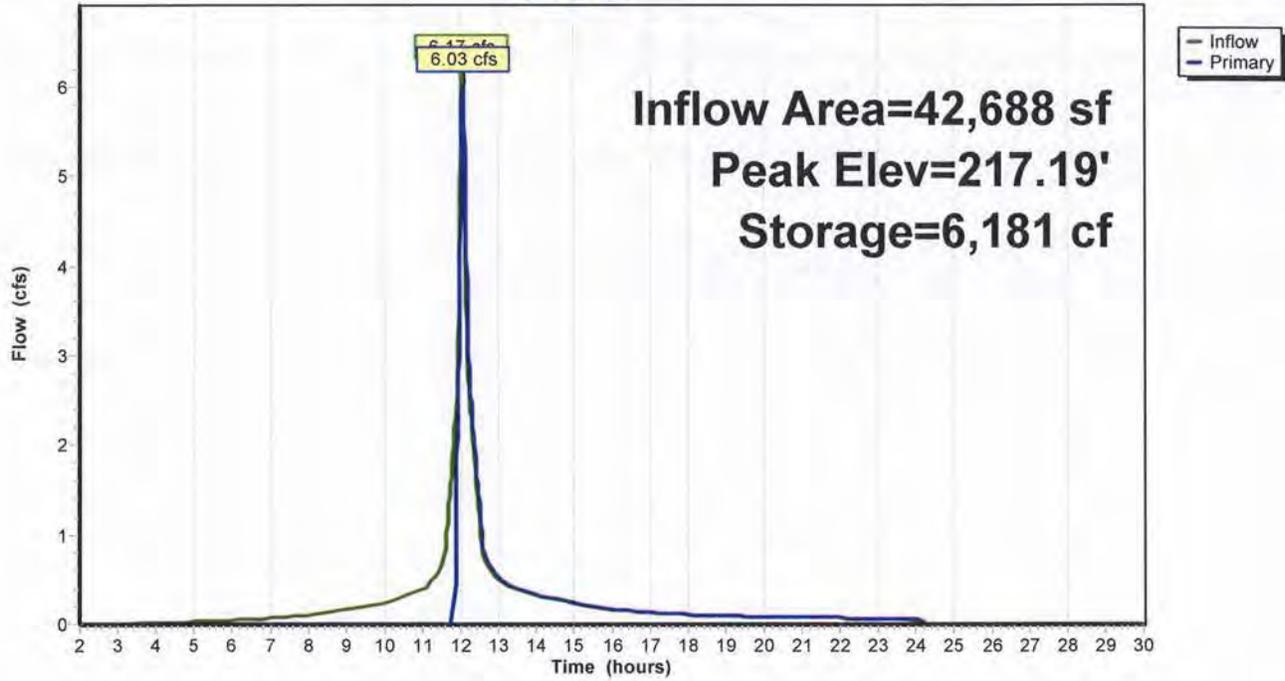
Volume	Invert	Avail.Storage	Storage Description			
#1	214.10'	8,387 cf	Custom Stage Data (Irregular) Listed below (Recalc)			
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)	
214.10	1,499	150.0	0	0	1,499	
218.00	2,876	210.0	8,387	8,387	3,356	

Device	Routing	Invert	Outlet Devices											
#1	Primary	216.97'	25.0' long x 6.0' breadth Broad-Crested Rectangular Weir											
			Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00											
			2.50 3.00 3.50 4.00 4.50 5.00 5.50											
			Coef. (English) 2.37 2.51 2.70 2.68 2.68 2.67 2.65 2.65 2.65											
			2.65 2.66 2.66 2.67 2.69 2.72 2.76 2.83											

Primary OutFlow Max=6.01 cfs @ 12.09 hrs HW=217.19' (Free Discharge)
 ↑1=Broad-Crested Rectangular Weir (Weir Controls 6.01 cfs @ 1.11 fps)

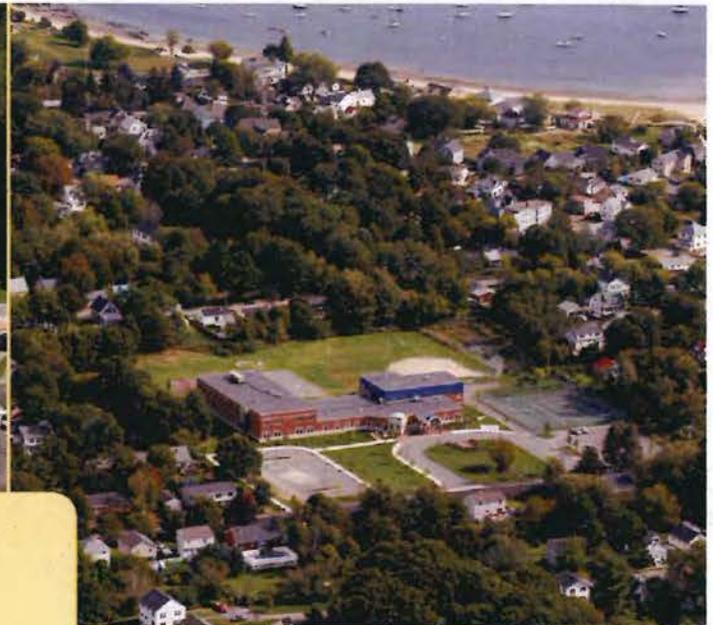
Pond 10P: spillway

Hydrograph





*Gorrill-Palmer
Consulting
Engineers, Inc.*



**Family Dollar
Lewiston, Maine
Major Development Application**
Prepared For
HRES Investments 2, LLC
November 2013

Traffic Engineering

- Impact Studies
- Corridor Studies
- Parking Studies
- Pedestrian Studies
- Roadway Design
- Peer Review
- Traffic Calming

Civil Engineering

- Site Plan Design
- Stormwater Management
- Erosion Control
- Utility Design
- Permitting
- Feasibility Studies



15 Shaker Rd.
PO Box 1237
Gray, ME 04039
207-657-6910



November 4, 2013

David Hediger
Deputy Director and City Planner
City of Lewiston
27 Pine Street
Lewiston, ME 04240

Subject: Proposed Retail Development
Sabattus Street – Lewiston Maine
Major Development Review

Dear Mr. Hediger,

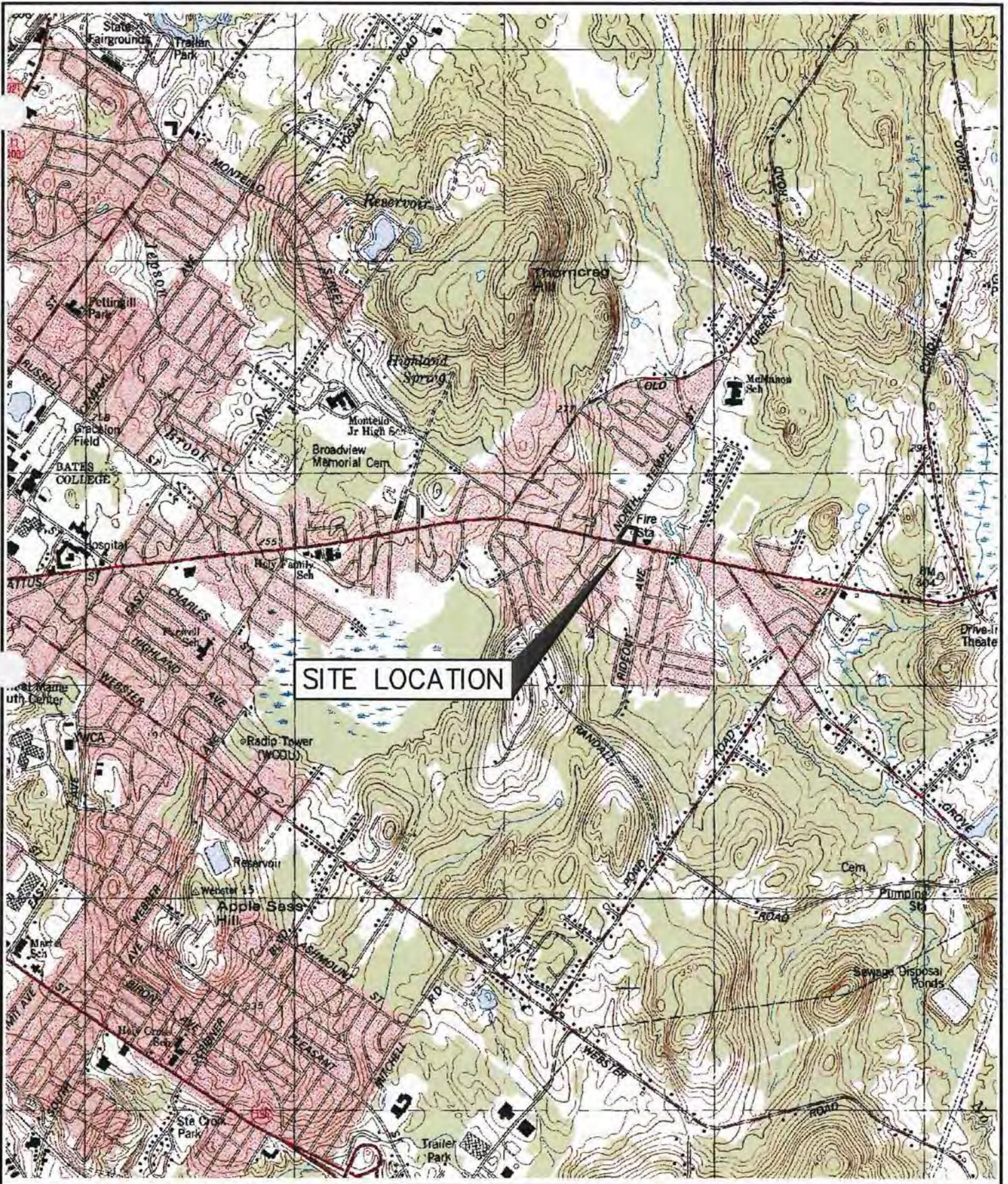
HRES Investments 2, LLC has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed development at the corner of Sabattus and North Temple Streets in Lewiston, Maine. At this time, the applicant will be pursuing permits for the development of a Family Dollar facility on the site. This package includes the application and supporting documentation for a Major Development Review by City Staff and The Planning Board. The applicant has appreciated the discussions with the City to this point and look forward to constructing this project in Lewiston.

Site Description

The project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84, on the Lewiston Assessor's Map 90 and comprises approximately 1.2+/- acres. The proposed lot is being divided out of a larger lot, the remaining portion will be retained by the existing owner. This site has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is partially clear and partial light forested. The site generally slopes from Sabattus Street at the front of the site to the north to the rear of the site. Street Topography in the area of the proposed construction varies from relatively flat slopes of approximately 3% to moderate slopes of 10%. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

Project Description

The development of the site is anticipated to include an 8,320 sq. ft. retail facility. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site. As currently proposed, the parking field consists of 34 parking spaces a loading area and an enclosed dumpster area. Areas for stormwater treatment have also been included in the design. The proposed non-vegetated areas of the development equal approximately 0.7 acres of both pavement and building area.



SITE LOCATION

U.S.G.S. Location Map
 Family Dollar - Lewiston, Maine
 U.S.G.S. Lewiston, Maine -7.5 Minute Series (Topographic)

Design: AMP	Date: SEPT 2013
Draft: CG	Job No.: 2765.01
Checked: AMP	Scale: 1"=2000'±
File Name: 2765-01-Location.dwg	

GP Gorrill-Palmer Consulting Engineers, Inc.
Engineering Excellence since 1998

PO Box 1237
 15 Shaker Road
 Gay, ME 04039
 207-657-6910
 FAX: 207-657-6912
 E-Mail: mailboxes@gorrillpalmer.com

Figure
1

Mr. David Hediger
November 4, 2013
Page 2 of 5

The following information is intended to provide documentation in support of the Major Development Review process. As noted within the narrative below, a number of attachments have been included in this package to further support the application.

Abutters

A list of abutters within 500 feet of the proposed property line is included as Attachment B.

Copy of Deed

Copies of the purchase and sales agreement to the land, which may include any deed restrictions, are included as Attachment C.

Permits

The proposed project will result in approximately 0.7 acres of impervious area and disturb approximately 1.12 acres. The project will result in approximately 2,270 sf of wetland impact. The development of the parcel will require a Maine Construction General Permit and an NRPA wetland permit. An application to MDEP for a Maine Construction General Permit and the NRPA Permit will be made within a week of this submission.

Space and Bulk

The project is located within the HB Highway Business District. Retail sales appear to be a Permitted Use. The space and bulk provisions for the Highway Business District are provided on the site layout plan. As can be seen with examining this information, the project has been designed to comply with the space and bulk standards.

Building and Parking

As mentioned before, the building is anticipated to include an 8,320 sq. ft. Family Dollar facility. A typical elevation view is included in Attachment K. Based upon the Municipal Ordinance a retail development requires 1 space per 250 s.f. of gross floor area. The proposed parking lot includes 34 spaces, which meets the municipal requirements.

Two driveways are proposed for access to and from Sabattus Street and North Temple Street. The primary driveway is located on Sabattus Street. The primary driveway is intended to be a full access driveway, permitting entering movements from both way and right out only exiting movements on Sabattus Street. The second driveway will access the site to and from North Temple Street. This driveway is also intended to be a full access driveway, permitting both entering and exiting movements from both directions on North Temple Street. It is intended that the North Temple Street site access will be the primary truck entrance, as the access is adjacent to the loading area.

Mr. David Hediger
November 4, 2013
Page 3 of 5

Article XIII Section 4

Based upon discussions with City Staff, the following section addresses each item listed in Ordinance Article XIII Section 4. For ease of review the following provides the information as required or the location where the information can be found in the submission package.

Section 4 Approval Criteria

- a. *Utilization of Site* – The site has been developed to have minimal impact on natural resources within the developable areas of the site. Elevations of the site are such that they match the surrounding areas and access drives match into the adjacent roads.
- b. *Traffic Movement into and out of the development* – A traffic assessment was prepared for this site and is included with this package. Information is located in Attachment H.
- c. *Access to the site* – The driveway connecting to Sabattus Street is 30 feet wide which meets the Design Standards. The driveway accessing North Temple Street is designed as 42 feet wide to accommodate delivery and emergency vehicle access to the site.
- d. *Internal vehicular circulation* – The site has been designed with two access points, one from Sabattus Street, and one onto North Temple Street. This configuration allows for WB-40 vehicles and emergency vehicles to access the site.
- e. *Pedestrian Circulation* – Access to public sidewalks has been established with proposed site walkways.
- f. *Stormwater Management* – Stormwater Management has been addressed for this project. A full Stormwater Management report is included with the submission as Attachment G. It is understood that stormwater service fees will be assessed quarterly and billed to the property owner. Post Construction Stormwater Management is addressed in the erosion control plan contained in Attachment E. The proposed detention pond will not directly discharge to the City's MS4 system.
- g. *Erosion Control* – An Erosion Control Report that meets the requirements of the Ordinance is included in Attachment E.
- h. *Water Supply* – A request for ability to serve has been sent to the Lewiston Department of Public Services Water and Sewer Division and is included with this package in Attachment D. The letter from the Department will be forwarded upon receipt.
- i. *Sewer disposal* - A request for ability to serve has been sent to the Lewiston Department of Public Services Water and Sewer Division and is included with this package in Attachment D. The letter from the Department will be forwarded upon receipt.
- j. *Utilities* – An ability to serve letter has been received from Central Maine Power, indicating their ability to serve the project and is included in Attachment D. A request for ability to serve has been sent to Unitil, and is included in Attachment D. The response from Unitil will be forwarded upon receipt.
- k. *Natural Features* – The site has been designed to fit within the existing topography of the site. Letters have been sent to Natural Resource agencies, responses are included in Attachment J. The agencies have stated that the site does not contain any rare,

Mr. David Hediger
November 4, 2013
Page 4 of 5

- threatened, or endangered species. Responses not received at the time of submission will be forwarded upon receipt.
- l. *Groundwater Protection* – Neither onsite water supply nor sewage disposal are proposed for this project.
 - m. *Water and Air Pollution* – As the project is retail in nature, it is not anticipated that the project will have any adverse impacts to water and/or air pollution.
 - n. *Exterior Lighting* – Information relative to the proposed lighting for the project is included in Attachment I
 - o. *Waste Disposal* – An ability to serve letter from Pine Tree Waste is included in Attachment D.
 - p. *Lot layout* – The layout of the lot has been designed to comply with the standards. Parking is located along the front and one side of the building. A border strip has been provided along the frontage of both Sabattus and North Temple Streets.
 - q. *Landscaping* – A proposed landscaping plan is included within the plan set.
 - r. *Shoreland Relationship* – This section is not applicable.
 - s. *Open Space* – This section is not applicable to this project.
 - t. *Technical and Financial Capacity* – The project is being designed by Gorrill Palmer Consulting Engineers, Inc and was surveyed by Titcomb Associates, both include professionally licensed employees. A letter indicating the financial capacity of the applicant is included in Attachment F
 - u. *Buffering* – All building and yard setbacks required by the ordinance have been complied with and landscaping is proposed. A border strip is included on both abutting streets. As required by the design guidelines all dumpsters have been shielded by enclosed fencing.
 - v. *Compliance with district regulations* – The project has been designed to meet the standards of the Highway Business District.
 - w. *Design Consistent with Performance Standards* – The project has been designed to be consistent with the Performance Standards of Article XII of the Lewiston Zoning and Land Use Code. A permit for proposed signage will be applied for. Signage will conform to the applicable standards.

Schedule of Construction

A copy of the construction schedule is included as part of the Erosion and Sediment Control Report which is enclosed in Attachment E. Construction is expected to begin in the Spring of 2014 and be completed by the Fall of 2014.

Plans

Site plans showing the proposed development are included with this package. The drawings include:

- Existing Conditions
- Site Plan
- Utility Plan

Mr. David Hediger
November 4, 2013
Page 5 of 5

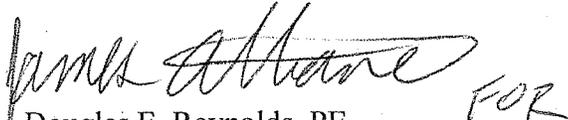
- Grading, Drainage and Erosion Control Plan
- Details
- Pond Detail
- Landscaping Plan
- Lighting Plan

Conclusion

As required by the Ordinance, Gorrill-Palmer Consulting Engineers, Inc. on behalf of HRES Investments 2, LLC has submitted the enclosed information for Major Development Review. The project team looks forward to Staff comments and reviewing the project with the Planning Board at its November 25, 2013 meeting. Please feel free to contact our office with any questions you may have or if additional information is needed.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.


Douglas E. Reynolds, PE
Project Engineer

Copy: Kathleen Hess, HRES Investments 2, LLC

PROJECT DATA

The following information is required where applicable, in order to complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	0	sq. ft.
Proposed Total Paved Area	19,138	sq. ft.
Proposed Total Impervious Area	29,217	sq. ft.
Proposed Impervious Net Change	29,217	sq. ft.
Impervious surface ratio existing	0	% of lot area
Impervious surface ratio proposed	57	% of lot area

BUILDING AREA/LOT

COVERAGE

Existing Building Footprint	0	sq. ft.
Proposed Building Footprint	8,320	sq. ft.
Proposed Building Footprint Net change	8,320	sq. ft.
Existing Total Building Floor Area	0	sq. ft.
Proposed Total Building Floor Area	8,320	sq. ft.
Proposed Building Floor Area Net Change	8,320	sq. ft.
New Building	yes	(yes or no)
Building Area/Lot coverage existing	0	% of lot area
Building Area/Lot coverage proposed	16	% of lot area

ZONING

Existing HB – Highway Business

Proposed, if applicable

LAND USE

Existing Undeveloped

Proposed Retail

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units NA

Proposed Number of Residential Units NA

Subdivision, Proposed Number of Lots NA

PARKING SPACES

Existing Number of Parking Spaces 0

Proposed Number of Parking Spaces 34

Required Number of Parking Spaces 34

Number of Handicapped Parking Spaces 2

ESTIMATED COST OF PROJECT

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area 0 sq. ft.

Proposed Disturbed Area 48,787 sq. ft.

Proposed Impervious Area 30,492 sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.

2. If the proposed impervious area is greater than one acre including any impervious area crated since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.

3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.

4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997) 0 passenger car equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) 57 passenger car equivalents (PCE)
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the HB – Highway Business zoning district.
2. Parcel Area: 1.2 acres / _____ square feet(sf).

Regulations	Required/Allowed	Provided
Min Lot Area	<u>None</u>	/ 51,552 sf
Street Frontage	<u>150'</u>	/ 240'/245'
Min Front Yard	<u>20'</u>	/ >20'
Min Rear Yard	<u>20'</u>	/ >20'
Min Side Yard	<u>20'</u>	/ >20'
Max. Building Height	<u>65'</u>	/ <65'
Use Designation	/	/
Parking Requirement	<u>1 space/ per 250 square feet of floor area</u>	
Total Parking:	<u>34</u>	/ 34
Overlay zoning districts (if any):	<u>NA</u>	/
Urban impaired stream watershed?	<u>YES/NO If yes, watershed name no</u>	

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: www.auburnmaine.org under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant: Agent : 	Date: 11/4/2013
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Development Review Checklist

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code
Enforcement



**THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE
SUBMITTED FOR AN APPLICATION TO BE COMPLETE**

PROJECT NAME: Family Dollar

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: Sabattus Street Map 90 Lot 84

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	X		X	
	Names of Development	X		X	
	Professionally Prepared Plan	X		X	
	Tax Map or Street/Parcel Number	X		X	
	Zoning of Property	X		X	
	Distance to Property Lines	X		X	
	Boundaries of Abutting land	X		X	
	Show Setbacks, Yards and Buffers	X		X	
	Airport Area of Influence (Auburn only)	N/A			
	Parking Space Calcs	X		X	
	Drive Openings/Locations	X		X	
	Subdivision Restrictions	N/A			
	Proposed Use	X		X	
	PB/BOA/Other Restrictions				
	Fire Department Review				
	Open Space/Lot Coverage	X		X	
	Lot Layout (Lewiston only)				
	Existing Building (s)	X		X	
	Existing Streets, etc.	X		X	
	Existing Driveways, etc.	X		X	
	Proposed Building(s)	X		X	
	Proposed Driveways	X		X	
Landscape Plan					
	Greenspace Requirements				
	Setbacks to Parking	X		X	
	Buffer Requirements	X		X	
	Street Tree Requirements	X		X	

	Screened Dumpsters	X		X	
	Additional Design Guidelines				
	Planting Schedule	X		X	
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	X		X	
	Show Existing Surface Drainage	X		X	
	Direction of Flow	X		X	
	Location of Catch Basins, etc.	X		X	
	Drainage Calculations	X		X	
	Erosion Control Measures	X		X	
	Maine Construction General Permit	X		X	
	Bonding and Inspection Fees				
	Post-Construction Stormwater Plan	X		X	
	Inspection/monitoring requirements	X		X	
	Third Party Inspections (Lewiston only)	X		X	
Lighting Plan					
	Full cut-off fixtures	X		X	
	Meets Parking Lot Requirements	X		X	
Traffic Information					
	Access Management	X		X	
	Signage	X		X	
	PCE - Trips in Peak Hour	X		X	
	Vehicular Movements	X		X	
	Safety Concerns	X		X	
	Pedestrian Circulation	X		X	
	Police Traffic				
	Engineering Traffic	X		X	
Utility Plan					
	Water	X		X	
	Adequacy of Water Supply	X		X	
	Water main extension agreement	N/A			
	Sewer	X		X	
	Available city capacity				
	Electric	X		X	
	Natural Gas	X		X	
	Cable/Phone				
Natural Resources					
	Shoreland Zone	N/A			
	Flood Plain	N/A			
	Wetlands or Streams	X		X	
	Urban Impaired Stream	N/A			
	Phosphorus Check	N/A			
	Aquifer/Groundwater Protection	N/A			
	Applicable State Permits	X		X	

	No Name Pond Watershed (Lewiston only)	N/A			
	Lake Auburn Watershed (Auburn only)				
	Taylor Pond Watershed (Auburn only)				
Right Title or Interest					
	Verify	X		X	
	Document Existing Easements, Covenants, etc.	X		X	
Technical & Financial Capacity					
	Cost Est./Financial Capacity	X		X	
	Performance Guarantee				
State Subdivision Law		N/A			
	Verify/Check				
	Covenants/Deed Restrictions				
	Offers of Conveyance to City				
	Association Documents				
	Location of Proposed Streets & Sidewalks				
	Proposed Lot Lines, etc.				
	Data to Determine Lots, etc.				
	Subdivision Lots/Blocks				
	Specified Dedication of Land				
Additional Subdivision Standards		N/A			
	Single-Family Cluster (Lewiston only)				
	Multi-Unit Residential Development (Lewiston only)				
	Mobile Home Parks				
	Private Commercial or Industrial Subdivisions (Lewiston only)				
	PUD (Auburn only)				
A jpeg or pdf of the proposed site plan		X		X	
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving					

Hunt Real Estate

5100 W. Kennedy Blvd.
Suite 225
Tampa, FL 33609
Tel: 813.289.5511
Fax: 813.289.4800

October 6, 2013

City of Lewiston
27 Pine Street
Lewiston, ME 04240

Re: Family Dollar Store #708649
Sabattus Street & N. Temple Street
Lewiston, Maine

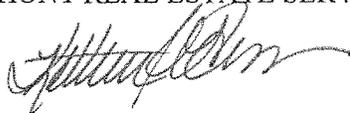
To Whom It May Concern:

Hunt Real Estates Services, Inc. and HRES Investments 2, LLC hereby authorize Gorrill-Palmer Consulting Engineers, Inc. to execute land development permit applications on behalf of HRES Investments 2, LLC for the above referenced project.

Please feel free to contact me at 813.289.5511, ext. 231 if you have any questions or if I can be of any further assistance.

Very truly yours,

HUNT REAL ESTATE SERVICES, INC.



Kathleen Hess
Development Consultant

cc: Al Palmer, Gorrill-Palmer Consulting Engineers, Inc.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

Hunt Real Estate Services, Inc.
5100 W. Kennedy Blvd. Ste. 100
Tampa, FL 33609

US Ameribank

2250

11/1/2013

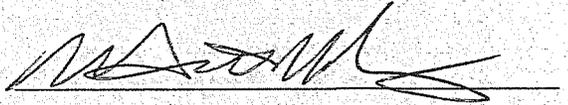
PAY TO THE ORDER OF City of Lewiston

\$**700.00

Seven Hundred and 00/100*****

DOLLARS

City of Lewiston



Memo Family Dollar - Lewiston Application Fee

Security features included. Details on back.

⑈002250⑈ ⑆063116177⑆ 2005882⑈

Hunt Real Estate Services, Inc.

2250

City of Lewiston
WIP-Pre Development:ME-Lewiston

Application Fee - Bldg Permit

11/1/2013

700.00

USAmeribank 200588 Family Dollar - Lewiston Application Fee

700.00

Abutters List
Proposed Family Dollar Store
Sabattus Street – Lewiston, Maine
JN 2765.01

[NOTE: ALL ABUTTERS ARE ON MAP 90 & LOCATED IN LEWISTON]
[Addresses listed are physical location of Lot #'s – Not mailing addresses]

LOT 4

Ronald W. Jean
27 Cram Avenue

LOT 5

Susan & Ross Anctil
19 Cram Avenue

LOT 6

Amy & Steven Morse - Trustees
17 Cram Avenue

LOT 7

Duanne Bramlett
951 Sabattus Street

LOT 8

Michael & Joline McFadden
947 Sabattus Street

LOT 9

Craig B. Cook
4 Ridgewood Avenue

LOT 10

Todd & Cynthia Poulin
18 Ridgewood Avenue

LOT 16

James & Susan Spomer
3 Ridgewood Avenue

LOT 17

George Willette
943 Sabattus Street

LOT 18

Lucille McLeod
939 Sabattus Street

LOT 21

Lorraine Bolen
6 Orchard Street

LOT 32

Norman Berube
6 Orchard Circle

LOT 33

Lillian Cloutier
8 Orchard Circle

LOT 34

Nancy Livernois / Jason Livernois /
Jessica Livernois
10 Orchard Circle

LOT 35

James & Wendy Mercier
16 Orchard Circle

LOT 36

David Brule / Kristine Wilson
22 Orchard Circle

LOT 48

John & Suzanne Poulin
17 Orchard Circle

LOT 49

R. Ouellette / S. Ouellette
15 Orchard Circle

LOT 50

Thomas & Joanne Manley
40 North Temple Street

LOT 51

Tee T. Tardiff
44 North Temple Street

LOT 52

G. Letourneau
50 North Temple Street

Abuffers List
Proposed Family Dollar Store
Sabattus Street – Lewiston, Maine
JN 2765.01

[NOTE: ALL ABUTTERS ARE ON MAP 90 & LOCATED IN LEWISTON]
[Addresses listed are physical location of Lot #'s – Not mailing addresses]

LOT 84

Rita Grenier / Bernard Grenier /
Rudolph Grenier
964 Sabattus Street

LOT 85

Sabattus Street Fire Station
City of Lewiston
976 Sabattus Street

LOT 86

Bernard & Jeannine Rancourt
980 Sabattus Street

LOT 87

Bernard & Jeannine Rancourt
984 Sabattus Street

LOT 88

Laurier & Florence Boulet
986 Sabattus Street

LOT 189

Alice J. Faucher
11 Dow Avenue

LOT 190

Peter J. Footer, Jr.
7 Dow Avenue

LOT 191

Theresa & Frederick Ream
One Dow Avenue

LOT 192

Theresa & Frederick Ream
983 Sabattus Street

LOT 193

Frank J. LeBlanc
981 Sabattus Street

LOT 194

Bertrand & Donna Chasse, Jr.
12 Rideout Avenue

LOT 195

Denis & Theresa LaVerdiere
14 Rideout Avenue

LOT 196

Alan A. Theberge
24 Rideout Avenue

LOT 197

Michael & Melanie Slyk
30 Rideout Avenue

LOT 198

John R. Gagnon & Tu N. Nguyen-Gagnon
25 Rideout Avenue

LOT 199

Rancourt Associates
977 Sabattus Street

LOT 200

Rancourt Associates
971 Sabattus Street

LOT 201

Lisa Toussaint - Trustee
2 Hartley Street

LOT 202

Lisa Toussaint - Trustee
4 Hartley Street

LOT 203

Lisa Toussaint - Trustee
6 Hartley Street

LOT 204

Lisa Toussaint - Trustee
7 Hartley Street

Abutters List
Proposed Family Dollar Store
Sabattus Street – Lewiston, Maine
JN 2765.01

[NOTE: ALL ABUTTERS ARE ON MAP 90 & LOCATED IN LEWISTON]
[Addresses listed are physical location of Lot #'s – Not mailing addresses]

LOT 205

Lisa Toussaint - Trustee
5 Hartley Street

LOT 206

Lisa Toussaint - Trustee
3 Hartley Street

LOT 207

Roger & Nancy Cadrin
957 Sabattus Street

LOT 208

Anchor Properties, LLC
955 Sabattus Street

LOT 209

Renee LaGrange
956 Sabattus Street

LOT 210

Diane Parent
10 North Temple Street

LOT 211

Remi & Patricia Theberge
14 North Temple Street

LOT 212

Darrin E. Cloutier
16 North Temple Street

LOT 213

Gerard & Mona Rioux
28 North Temple Street

LOT 214

Dustin M. Roy
32 North Temple Street

LOT 215

Richard J. Yirrell
11 Orchard Circle

LOT 216

Lucien St. Pierre, Jr. / Lucille St. Pierre
9 Orchard Circle

LOT 217

Shirley J. Palmer
7 Orchard Circle

LOT 218

Marlene Gendreau
5 Orchard Circle

LOT 219

Pamela Sloan
3 Orchard Circle

LOT 220

Robert & Joanne Berube
15 Orchard Street

LOT 221

Joseph & Tina Robichaud
11 Orchard Street

LOT 222

Robert & Joanne Berube
14 Orchard Heights

LOT 223

Remi & Patricia Theberge
16 Orchard Heights

LOT 224

Marilyn P. Taylor
5 Orchard Street

LOT 225

Albert & Yvonne Roux
944 Sabattus Street

LOT 226

James L. Beaulieu
948 Sabattus Street

**Abutters List
Proposed Family Dollar Store
Sabattus Street – Lewiston, Maine
JN 2765.01**

[NOTE: ALL ABUTTERS ARE ON MAP 90 & LOCATED IN LEWISTON]
[Addresses listed are physical location of Lot #'s – Not mailing addresses]

LOT 227

Rancourt Associates
950 Sabattus Street

LOT 228

Remi & Patricia Theberge
954 Sabattus Street

LOT 229

Carlene Boucher
6 South Temple Street

LOT 230

Timothy & Linda Tipton
12 Cram Avenue

LOT 231

Matthew D. Poulin
15 Hartley Street

LOT 232

Raymond & Diane Jalbert
11 Hartley Street

PURCHASE AND SALE AGREEMENT (Maine)

Bernard Grenier,
Marilyn Grenier,
Rodolphe Grenier
and

This is an Agreement ("Agreement"), dated as of the date specified below, by and between **RITA S. GRENIER**, individually ("Seller"), and **HUNT RE ACQUISITIONS, LLC**, a Florida limited liability company ("Buyer").

(Collectively, the

1. **Sale of Property.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller upon the terms and conditions set forth below, certain land in the City/Town of Lewiston, County of Androscoggin, and State of Maine (the "Real Property"), legally described on Exhibit A attached hereto and designated on the site plan attached hereto as Exhibit B, together with all improvements located thereon and to the extent assignable, all tenements, hereditaments and appurtenances thereto and all development and other rights related to the Real Property, including without limitation:
 - (i) all agreements, leases, contracts, covenants, easements and restrictions related to or benefiting the Real Property and any and all rights of Seller thereunder, including development rights, air rights, water and well rights, density (lot coverage) rights, and drainage rights;
 - (ii) all approvals, permits, and applications with or from governmental authorities related to or benefiting the Real Property; and
 - (iii) to the extent they are in Seller's possession, all documents and work product of all professionals in connection with the Real Property, if any, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property.

All of the foregoing are hereinafter collectively referred to as the "Property."

2. **Purchase Price.** Subject to the adjustments permitted or required pursuant to this Agreement, Buyer shall pay to Seller a total purchase price of [REDACTED] the Property. The purchase price shall be payable at Closing (as hereinafter defined) by wire transfer, cashier's or official bank check.
3. **Earnest Money Deposit.** Within five (5) business days after the execution of this Agreement by Buyer and Seller, Buyer shall deposit with Monaghan Leahy, LLP, 95 Exchange Street, Portland, Maine 04101 ("Escrow Agent") the sum of [REDACTED]. The above deposit, together with any additional deposits (if any), are hereinafter referred to as the "Deposit." The Deposit shall not be placed in an interest bearing trust account and shall be held in escrow until:
 - (a) the Deposit is returned to Buyer pursuant to the provisions of this Agreement;
 - (b) the Deposit is delivered to Seller pursuant to the provisions of this Agreement; or
 - (c) Closing, in which case the Deposit shall be applied towards the purchase price for the Property.
4. **Inspection Period.** Buyer shall at all reasonable times from the Effective Date (as hereinafter defined) of this Agreement until Closing (or until this Agreement is terminated prior to Closing), have access to the Property for itself, its agents and contractors for the purpose of conducting all such inspections, environmental reports, surveys, soil tests, drainage and percolation tests, and general collection of engineering data, as Buyer may deem

necessary. Buyer shall have ninety (90) days from the Effective Date (the "Inspection Period") to evaluate the feasibility of Buyer's purchase and ultimate development of the Property. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of all materials identified in Paragraph 1(iii). If, on or before the expiration of the Inspection Period, Buyer notifies Seller that Buyer has determined, at Buyer's option and in Buyer's sole, absolute and complete discretion, that its purchase and ultimate development of the Property, for any reason whatsoever (regardless of the results of such inspections, tests, etc.), is not feasible and that Buyer therefore desires to terminate this Agreement, the Deposit and all interest earned thereon shall be returned to Buyer, Buyer shall deliver to Seller, at Seller's request, the results of Buyer's studies and investigations with respect to the Property, this Agreement shall terminate, and Buyer and Seller shall be relieved of any further liability or obligation hereunder except for the Inspection Indemnity described in Paragraph 23 and the Broker Indemnity described in Paragraph 27 below. Upon three (3) days' written notice prior to the expiration of the Inspection Period, Buyer shall have the right to extend the Inspection Period for one (1) thirty (30) day period.

5. **Permit Contingency Period.** Buyer shall have from the expiration of the Inspection Period as defined in Paragraph 4 hereof, one hundred eighty (180) days (the "Permit Contingency Period") to secure all necessary government approvals, including but not limited to, all building permits, demolition permits and site plan approvals for Buyer's intended use and development. Buyer's Deposits during the Permit Contingency Period shall be "at risk" subject only to receipt of all necessary government approvals and building permits. Upon three (3) days' written notice to Seller prior to the expiration of the Permit Contingency Period, Buyer shall have the right to extend the Permit Contingency Period for one (1) thirty (30) day period. Buyer shall place an additional [REDACTED] escrow upon said written notice.

6. **Closing.**

- a. Closing (the "Closing") shall take place at the offices of Escrow Agent, 95 Exchange Street, Portland, Maine, or at such other location as Buyer and Seller agree on the date which is thirty (30) days after the end of the Permit Contingency Period unless otherwise extended by mutual agreement between Buyer and Seller in writing, at which time Escrow Agent shall accept tender of the deed for recording and tender of the purchase price balance for delivery to Seller. Full possession of the Property shall be given to Buyer immediately at Closing.
- b. At Closing, Seller shall deliver the following items, all of which will be duly executed and acknowledged (where appropriate):
- (i) A Warranty Deed, with Real Estate Transfer Tax Declaration completed as to all Seller information and signed by Seller or its authorized agent;
 - (ii) A Non-Foreign Affidavit;
 - (iii) Required forms to comply with Maine Real Estate Withholding requirements;
 - (iv) Standard title insurance affidavits in order for Buyer to obtain an owner's policy without exception for liens or parties in possession;
 - (v) A Maine Real Estate Licensee waiver of lien from each broker involved, if any;
 - (vi) If Seller is other than an individual, customary evidence of Seller's good standing under the laws of the State of Maine, and any other jurisdictions in which it may be formed, together with an appropriate certification as to votes or resolutions authorizing the sale and authorizing a party to sign the Warranty Deed and related closing submissions for Seller;
 - (vii) An executed closing escrow instruction letter signed by the closing agent and the Title Company with the Title Policy or a "marked -up" Title Commitment attached, which closing escrow instruction letter shall, among other things, unconditionally and irrevocably commit the Title Company to issue the Title Policy in the form attached to the closing escrow instruction letter
 - (viii) Seller's Closing Settlement Statement; and

(ix) Such additional documents as might be reasonably required by Buyer or its assignee to consummate the purchase of the Property.

c. At Closing, Buyer shall deliver the following items:

- (i) Funds in the amount of the Purchase Price less any amounts previously paid toward the purchase price pursuant to this Agreement, and less any prorations or credits provided for in this Agreement, which amount will represent the full payment due for the Purchase Price of the Property
- (ii) Buyer's Closing Settlement Statement
- (iii) Such additional documents as might be reasonably required by the Seller to consummate the sale of the Property

7. **Deed.** Seller shall convey marketable fee simple title to the Property to or at the direction of Buyer by Warranty Deed free and clear of all liens and encumbrances, except as hereinafter provided. At Closing, Seller shall deliver to Buyer and Escrow Agent its affidavit in form sufficient for the purpose of deleting the standard exceptions for construction liens and claims of parties in possession from the title policy hereinafter described.
8. **Easements.** Intentionally Blank
9. **Title Insurance.** Within ten (10) days after the expiration of the Permit Contingency Period, Buyer shall obtain a written commitment issued by a nationally recognized title insurance underwriter reasonably acceptable to Buyer (the "Company") binding the Company to insure marketable title to the Property in Buyer subject only to such exceptions that do not render title to the Real Property unmarketable or interfere with the development of the Real Property (the "Permitted Exceptions") by its Extended Owner's Title Insurance Policy, upon recording of the Special Warranty Deed (the "Title Commitment"). The Title Commitment shall be accompanied by legible copies of all exceptions noted on Schedule B of the Title Commitment. If Seller's existing title insurance policy is not received by Buyer within five (5) days of the Effective Date, all inspection periods (as described in Paragraph 4, Paragraph 5 and Paragraph 6) shall be extended day-for-day by the amount of time elapsed between Buyer's receipt of the written commitment and the delivery deadline.
10. **Survey.** Buyer may, at Buyer's expense, obtain a current survey of the Property (the "Survey") prepared and certified by a registered Maine land surveyor. If the Survey reveals (i) any encroachments upon or from the Real Property or on or between any building set back line or property line, (ii) voids or lapses in the legal description of the Real Property, (iii) slivers, strips, gores or vacancies contained in the Real Property, or (iv) any other matter that reasonably causes the Title Company to refuse to delete the Standard Exception to an owner's title insurance policy for matters of the Survey and unrecorded easements to the Title Commitment (provided, however, there may be specific exceptions for matters of survey as are acceptable to Buyer), such defect shall be treated in the same manner as a title defect under Paragraph 11 below.
11. **Defects in Title.** Within thirty (30) days after Buyer receives both the Title Commitment and Survey, Buyer shall notify Seller of any objections to title revealed in the Title Commitment or Survey which are different from the Permitted Exceptions. If Buyer fails to so notify Seller in writing of its objections to title to the Property, title to the Property shall be deemed to have been approved by Buyer. If Seller's title to the Property is not shown by the Title Commitment or the Survey to be good and marketable without exception other than as specified in Paragraph 8 above, Seller shall take prompt and effective measures to make the title good and marketable, and shall have a period of sixty (60) days after receipt of notice thereof to do so. If Seller is unable to make the title good and marketable without exception other than as specified in Paragraph 8 above within such period, Buyer may at its option: (i) terminate this Agreement, or (ii) accept a conveyance of title to the Property in its existing condition without reduction of the Purchase Price. If Buyer elects to terminate this Agreement because of such failure of

Seller to render title good and marketable, the Deposit, together with any interest accrued thereon, shall be returned to Buyer and thereafter the parties shall have no further rights or obligations hereunder or to each other except as set forth in Paragraph 4.

12. **Closing Costs.** Buyer and Seller will each pay their own attorneys' fees and costs. In addition,
- (a) Buyer shall pay the following costs and expenses in connection with the Closing:
 - (i) the costs of recording the Warranty Deed
 - (ii) Buyer's share [REDACTED] of purchase price) of the applicable Maine Real Estate Transfer Tax;
 - (iii) (ii) the cost of the Survey
 - (iv) (i) a document preparation/closing fee to Escrow Agent
 - (v) any title search, examination charges, and the premium for the title commitment and owner's policy issued pursuant thereto, provided however, that such premium shall not exceed the rate filed by Buyer's selected national title issuer with the State of Maine, Bureau of Insurance
 - (b) Seller shall pay the following costs and expenses in connection with the Closing:
 - (i) Seller's share [REDACTED] of purchase price) of the applicable Maine Real Estate Transfer Tax
 - (ii) the cost of preparing and recording any required title clearing matters
 - (iii) the cost of preparing Seller's deed and real estate transfer tax form
 - (c) Taxes and assessments for the year of the Closing shall be prorated to the date of Closing. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.
13. **Seller's Representations and Additional Covenants.** Seller represents, warrants, and agrees that each of the following is true and correct on the date of this Agreement and shall be true and correct on the date of Closing, and it shall be a condition of Buyer's obligation to close the purchase of the Property that each of the following is true and correct on the date of Closing:
- (a) Seller is authorized to execute this Agreement and to fulfill its obligations under this Agreement.
 - (b) Seller has no knowledge of any pending or threatened condemnation or similar proceeding or assessments affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.
 - (c) Except for current leases (copies of which have been provided by Seller to Buyer within five (5) days of the Effective Date hereof), Seller has not entered into or consented to any contracts, leases or other agreements of any nature with any party that will be binding on the Property or Buyer after Closing.
 - (d) Seller has no knowledge of any action by adjacent landowners, or natural or artificial conditions upon the Property, that would prevent, limit, impede, or render materially more costly Buyer's use of the Property.

- (e) Seller has no knowledge of any legal actions, suits, or other legal or administrative proceedings, pending or threatened, against the Property, and Seller has no knowledge of any facts that might result in any such action, suit or other proceedings.
- (f) Seller has no knowledge of any significant adverse fact or condition relating to the Property that has not been specifically disclosed by Seller to Buyer.
- (g) Seller has no knowledge of any uncured violations of federal, state, or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Property.
- (h) Seller has no knowledge of any episode of environmental discharge or spill with respect to the Property or any lands abutting the Property, except as disclosed in any environmental studies delivered by Seller to Buyer and except for the demolition of a two unit tenement and the burying of debris, with an estimated building foundation footprint of about 24' by 60', that occurred sometime prior to 1980.
- (i) Seller has not entered into any unrecorded contracts, options, leases, easements, conveyances or other agreements affecting the use, title, occupancy or development of and rights inhering in the Property, and, to Seller's knowledge without separate investigation, there are no claims of any additional third parties affecting the use, title, occupancy or development of the Property.
- (j) As of the Closing date, Seller shall cause to be paid all services, materials, and labor furnished with respect to the Real Estate prior to the Closing date, and that to Seller's knowledge there are no mechanics', materialmen's or professional services liens (or rights to claim any such liens) against the Real Property that have not been disclosed in writing by Seller to Buyer.
- (k) Except for those items to be prorated as hereinafter set forth, Seller shall be solely liable for the payment of all costs and expenses, liabilities, obligations, and claims arising out of Seller's ownership and operation of the Property prior to Closing; and Seller hereby agrees to defend, indemnify and hold Buyer harmless therefrom.
- (l) That Seller has no notice or any knowledge of any actual or threatened settlement, earth movement, termite infestation or other damage affecting the Real Estate, or any reduction or curtailment of any utility service now available to the Real Estate.

That the representations, warranties, indemnities, and covenants contained in this Article shall survive the Closing date and run in favor of and benefit Buyer and its successors and assigns. Seller hereby indemnifies and holds Buyer harmless from any losses, costs, expenses, obligations and attorneys' fees incurred should a claim, demand, action or cause of action be instituted, made or taken resulting from a breach of the representations or warranties contained in this Article, and these indemnities shall survive the Closing date.

For the purpose of this paragraph, "knowledge" is deemed to be the actual present knowledge of Seller's majority owner (or the principals thereof), without investigation. The representations, warranties and agreements set forth in this paragraph shall survive Closing.

14. Default.

- (a) If the sale and purchase of the Property is not closed because of default of Buyer, and if Seller is not in default under this Agreement, at the option of Seller, the Deposit shall be delivered to Seller, and this shall be Seller's sole remedy for Buyer's default hereunder (except for Buyer's obligations under the Inspection Indemnity

described in Paragraph 23 and Broker Indemnity described in Paragraph 27 below), it being understood and agreed that Seller's damages in the event of Buyer's default cannot be ascertained with reasonable certainty at this time.

- (b) If the sale and purchase of the Property is not closed because of default of Seller and if Buyer is not in default under this Agreement, at the option of Buyer, (i) the Deposit shall be returned to Buyer upon demand together with actual out-of-pocket expenses arising out of Seller's default, or (ii) Buyer may seek to enforce specific performance of Seller's obligations hereunder, or seek its damages under Maine law.

15. **Escrow Agent.** In the event of doubt as to its duties or liabilities under this provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the Deposit until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Superior Court in the county in which the Property is located, and upon notifying all parties concerned by such action, all liability on the part of the Escrow Agent shall fully terminate except to the extent of accounting for any monies theretofore delivered out of the escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent.

16. **Notices.** Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. Email addresses provided below are for convenience only and are not valid for delivery of Notices. Such written notice shall be addressed as follows:

As to Buyer:

Hunt RE Acquisitions, LLC
c/o Hunt Real Estate Services, Inc.
Attn: Hamilton Hunt
5100 W. Kennedy Blvd., Suite 225
Tampa, FL 33609
Phone: 813-289-5511
Email: HHunt@huntresco.com

With copies to:

Rod Fields
Rodney S. Fields, Jr. P.A.
3905 San Rafael St
Tampa, FL 33629
Phone: 813-739-3090
Email: envirolaww@aol.com

As to Seller:

Rita S. Grenier
80 North Temple Street
Lewiston, ME 04240
Phone: 207-784-1685
Email:

With copies to:

Phone:

Email:

As to Escrow Agent:

Thomas G. Leahy
 Monaghan Leahy, LLP
 95 Exchange Street
 PO Box 7046
 Portland, Maine 04112-7046
 Phone: 207-774-3906
 Email: TLeahy@monaghanleahy.com

Any party may, by subsequent written notice, designate a different address or party for receiving notice. Notice shall be deemed to have been given when hand delivered two (2) days after being deposited in the U.S. certified mail, properly addressed and with the full first class postage affixed.

17. **Seller Cooperation.** In connection with obtaining governmental approvals for Buyer's intended use of the Property, Seller will designate a representative of Buyer as it's agent for filing reasonable and beneficial applications for approvals in the list provided as **Exhibit C** so long as no modification of the land use or zoning is made without Seller's written approval or Seller's actual signature on the applicable applications.
18. **Attorneys' Fees.** In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such damages or other relief as may be granted, to recover reasonable attorneys' fees and costs, such attorneys' fees to include those incurred on any appeal.
19. **Condemnation.** Should any governmental entity having the power of condemnation initiate eminent domain proceedings prior to the time of Closing hereunder to condemn any portion of or any interest in the Real Property, Buyer, at its sole option, may elect to:
 - (a) Terminate Buyer's obligation to purchase the Property by giving written notice to Seller within ten (10) days after notification and receive back the Deposit, together with all interest accrued thereon; or
 - (b) Complete the purchase of the Property in accordance with the terms of this Agreement without diminution of the purchase price or change of the terms hereof, in which event at Closing Seller shall assign to Buyer all sums to be awarded or to be awarded in connection with said condemnation; Seller shall not negotiate a settlement of any pending or threatened eminent domain proceeding without the prior written consent of Buyer.
20. **Further Assurances.** From and after the Closing date, each party, upon demand, will execute and deliver any and all written further assurances that are necessary to evidence, complete, perfect, or any combination thereof, the transactions contemplated by this Agreement, so long as no further assurance operates to impose any new or additional liability upon any party. Seller shall cooperate with Buyer at no cost to Seller, and execute such consents and approvals as may be necessary, in Buyer's efforts to obtain such permitting, approvals, variances, waivers, use permits and zoning reclassification as Buyer may deem reasonably necessary for Buyer's intended development of

the Property. The parties will so perform all other acts that are necessary for any such purpose, so long as no new or additional liabilities are incurred that are not contemplated by this Agreement.

21. **Effective Date.** The "Effective Date" as used herein shall be the date on which the last of Buyer and Seller signs this Agreement.
22. **Miscellaneous.** This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or of different nature. The captions contained herein are only for the convenience of the parties and do not modify, amplify or give full notice of any of the terms, covenants and conditions of any article, paragraph, clause or provision of this Agreement. This agreement shall be interpreted and construed in accordance with the laws of the State of Maine. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remainder of this Agreement. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate.
23. **Inspection Indemnity.** Notwithstanding anything contained in this Agreement, Buyer shall (i) promptly pay or cause to be removed any liens filed against the Property as a result of any actions taken by or on behalf of Buyer; (ii) promptly repair and restore the Property to substantially the same condition existing immediately prior to the conduct of Buyer's entry thereon; and (iii) shall indemnify, defend and hold Seller harmless from and against all claims, damages or losses, including costs for reasonable attorneys' fees and costs, incurred to the Property or anyone on the Property as a result of the actions taken by Buyer, any of its agents, representatives or contractors, or any person performing the feasibility activity or other activities on Buyer's behalf; these obligations collectively are referred to herein as the "Inspection Indemnity." The terms of this Inspection Indemnity shall survive the Closing and any termination of this Agreement.
24. **Disclaimer.** Except as otherwise expressly provided in this Agreement, Buyer acknowledges that it has examined the Property and is buying the Property "As Is," without warranty or representation of any kind whatsoever, express or implied, including, without limitation, any implied warranty of fitness of the Property for a particular purpose, whether by Seller, or by an agent, broker, employee or other representative of Seller. All understandings and agreements heretofore between the parties are hereby merged in this Agreement, which alone shall fully and completely express the parties' agreement. Buyer acknowledges that it shall have had by Closing an adequate opportunity to inspect the Property and to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable or appropriate with respect to the Property.
25. **Recording This Agreement.** Buyer shall not record this Agreement or any memorandum hereof. In the event that Buyer shall breach this paragraph, Seller shall have the right to terminate this Agreement.
26. **Entire Agreement.** This Agreement and the exhibits attached hereto contain the entire agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral, written, express or implied, between the parties other than as herein set forth.
27. **Brokerage.** Buyer and Seller each represent and warrant to the other that with the exception of CBRE/The Boulos Company ("Broker"), neither has had any dealings with any person, firm, broker or finder in connection with the negotiations of this Agreement and/or the consummation of the purchase and sale contemplated hereby and no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction. Buyer shall pay at Closing a commission in the amount of six percent (6%) of the Purchase Price. Buyer and Seller do each hereby indemnify, defend, protect and hold the other harmless from and against any costs, expenses or

liabilities for compensation, commission or charge which may be claimed by any broker, finder or other similar party by reason of any actions of the indemnifying party, and these obligations are referred to herein collectively as the "Broker Indemnity."

- 28. **Assignment.** Buyer may assign or transfer any of its rights under this Agreement upon written notice to Seller, but Buyer will remain liable for and guarantee all obligations of an assignee of Buyer hereunder in the event of breach by the assignee of Buyer.
- 29. **Confidentiality.** Buyer and Seller hereby agree that they shall each hold in strict confidence all terms and conditions of this Agreement, except that Buyer and Seller may each disclose such terms and conditions to their directors, officers, employees and attorneys, provided, however, that such party shall notify all such persons to whom such information is disclosed that the same must be kept confidential in accordance with the terms of this paragraph. In the course of performing its feasibility studies, Buyer may disclose to third parties the fact that it has entered into a contract to purchase the Property in order to obtain information regarding any or all of the Property from any third party, and such disclosure shall not be deemed to be in violation of this paragraph.
- 30. **Time is of the Essence.** Time is of the essence with respect to this Agreement.
- 31. **Like Kind Exchange.** Buyer or Seller may elect to acquire or sell the Property in a manner which will qualify for treatment as a like kind exchange under Section 1031 of the Internal Revenue Code. In the event either party makes such an election, the other party will cooperate in any reasonable manner and at no expense to the other party to allow the exchanging party to effect such an exchange; provided, however, that in no event shall (i) either party be required to take title to any other property to facilitate the tax free exchange, or (ii) the exchange activity delay the Closing. It is understood and agreed that if either party elects to effect such an exchange, funds will be transferred to a qualified "Exchange Agent" as designated by the exchanging party.
- 32. **Counterparts/Facsimiles.** This Agreement may be executed in one or more counterpart signatures, and together the signed counterparts shall be deemed to be a fully executed Agreement. Either party may accept the other party's signature hereon if and when received by facsimile.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date(s) set forth below.

WITNESS AS TO SELLER:

Rita S. Grenier

Bernard Grenier

Marilyn Grenier

Rudolph Grenier

SELLER:

Rita S. Grenier

By: Rita S. Grenier, Individually
Dated: 2-23-13

Bernard Grenier

By: Bernard Grenier, Individually

Marilyn Grenier

By: Marilyn K Grenier, Individually

⁰³⁶ Rudolph Grenier

By: Rudolph Grenier, Individually

WITNESS AS TO BUYER:

[Handwritten Signature]

BUYER:
HUNT RE ACQUISITIONS, LLC
a Florida limited liability company

By: Hunt Real Estate Services, Inc.
a Florida corporation, as Manager

By: *[Handwritten Signature]*
Printed Name: Hamilton E. Hunt
Its: President

Dated: *2/22/13*

EXHIBIT A

Legal Description

Approximately one (1) acre of land in the City of Lewiston, Tax Map 90, Lot 84
Book 4546 Page 277
As shown an Exhibit B

Seller shall be reserving two easements, with language that is mutually satisfactory to both parties, one of which will permit the Seller to retain a right of way for the benefit of land retained by the Seller that is located south and east of the lot to be conveyed, which right will include vehicular egress and ingress, to access North Temple Street; and, the other easement will be to permit shared access from Sabattus Street, including vehicular use, for land being retained by the Seller as depicted on Exhibit B.

SABATTUS ST. &
N. TEMPLE ST.
LEWISTON, ME

Site Concept Plan - 1

N TEMPLE STREET

SABATTUS STREET (ROUTE 126)

174'

8,320 SF.
(80 x 104)

PARCEL: 1.3 AC +/-
37 Parking Spaces

STORMWATER
POND

RECEIVING

**FAMILY
DOLLAR**

ENTRANCE

ID
SIGN



0' 40' 80'
SCALE: 1" = 40'

CONCEPTUAL PLAN
THIS SITE PLAN, AND PRELIMINARY
NATURE, DOES NOT TAKE INTO FULL ACCOUNT
THE REQUIREMENTS FOR ZONING REGULATIONS,
ORGANIC WASTE WATER TREATMENT, CHANGING
UTILITY CAPACITIES, STATE REQUIREMENTS,
RIGHTS OF WAY, ENVIRONMENTAL PROTECTION
AGENCY REGULATIONS, OR E.A.A. AND OTHERS.
THE ABOVE REQUIREMENTS CAN AFFECT THE LAYOUT
OF THE SITE.

Prepared For: **FAMILY DOLLAR**

Hunt Real Estate Services
5100 W. Kennedy Blvd. - Suite 225
Tampa, Florida 33609
Tel: 813-289-5511

EXHIBIT B
Site Plan

*THIS IS WHAT YOU'RE PURCHASING
IN ADDITION TO 1.3 ACRES +/-, but retaining easement*

PL 10/01/11

EXHIBIT C
CONSENT FOR PERMITTING

Re: Proposed Family Dollar to be located on tax parcel ID _____
Location: 964 Sabattus Street
City, ST: Lewiston, ME

To Whom It May Concern:

Please accept this letter as authorization for _____, representative of Hunt Real Estate Services, Inc., to act on behalf of the property owner regarding correspondence and representation of all notices, approvals and permitting matters required for the above referenced project. If you have any questions, please contact me at _____.

Sincerely,

Rita S. Grenier

By: _____
Its: _____
Dated: _____

STATE OF MAINE
COUNTY OF ANDROSCOGGIN

_____, 2013

Personally appeared before me the above named _____, in his/her capacity as _____ of _____, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of _____.

Before me,

Notary Public/Maine Attorney at Law

Printed Name
My commission expires:



Gorrill-Palmer Consulting Engineers, Inc.

Engineering Excellence Since 1998

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

October 7, 2013

Mr. Bill Bennett
Pine Tree Waste
87 Pleasant Hill Road
Scarborough, ME 04074

Subject: Family Dollar
Lewiston, Maine
Ability to Serve Letter

Dear Bill:

Gorrill-Palmer Consulting Engineers, Inc. has been retained by HRES Investments 2, LLC to prepare an Erosion and Sedimentation Control Report for the construction of a proposed 8,320 s.f. retail development and, associated parking, and infrastructure off the corner of Sabattus Street and North Temple Street in Lewiston, Maine. Figure 1 attached to this letter is a location map reflecting the proposed site location for your review.

As required by the reviewing authorities, we are writing to request a letter indicating the ability of Pine Tree Waste to serve this project. Using typical solid waste generation rates it is anticipated that the construction of the new development could result in the following quantities:

- Stumps and Grubbing – Approximately 200 c.y.
- Construction Waste – Approximately 56 c.y.
- Commercial Solid Waste, Non-Recyclable – 20 c.y. per month
- Commercial Solid Waste, Recyclable – 17 c.y. per month

Based on information provided previously by your company, construction waste and universal waste can be handled by Pine Tree Waste and would be transported to the Juniper Ridge Facility in Old Town. This facility is licensed by the MDEP to accept construction debris. It is our understanding that Pine Tree Waste would be able to provide the necessary containers for use on-site to collect the construction debris and universal waste and can also transport the waste to Old Town.

We are writing to request the ability of Pine Tree Waste to serve this project for the collection and transport of the solid and universal waste to an approved location.

Gorrill-Palmer Consulting Engineers, Inc.

Mr. Bill Bennett
October 7, 2013
Page 2 of 2

If you have any questions, please contact this office. An acknowledgement statement is presented below for your signature. Gorrill-Palmer Consulting Engineers, Inc. looks forward to your response on this matter.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.


James Attianese

JWA/jwa/U:\2765.01 Family Dollar Lewiston\H Utilities\Bennett_10-7-13 solid waste.doc

I have reviewed the contents of this letter and find that the representations made regarding Pine Tree Waste are accurate, and that Pine Tree Waste can provide services relative to transport and disposal of generated wastes from the proposed development to the facilities outlined above.


Bill Bennett, Pine Tree Waste

10/21/13
Date



September 30, 2013

Mr. Kevin Gagne
Public Services Deputy Director, Water & Sewer Superintendent
Lewiston Department of Public Services Water and Sewer Division
103 Adams Ave
Lewiston, ME 04240

Re: Proposed Retail Development
Lewiston, Maine
Letter of Ability to Serve – Sewer Service

Dear Mr. Gagne,

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine.

Site Description

The project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2 +/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

Abutting land uses include:

- North – Residential
- East – Commercial
- South – Commercial
- West – Commercial

Project Description

The development of the site is anticipated to include an 8,320 sq. ft. retail facility. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site. A preliminary utility plan is included with this letter for your review.

Utility Improvements

Sewer mains are currently located within Sabattus Street and North Temple Street along the site frontage. At this time, it is anticipated that the project will connect to the existing within North Temple Street

Mr. Kevin Gagne
September 30, 2013
Page 2 of 2

Anticipated Flows

The anticipated peak wastewater flow for the development was computed using the Maine Subsurface Waste Water Disposal Rules, Table 501.2, assuming a shopping center use.

It is anticipated that the peak daily wastewater demand for the entire facility would be approximately 950 gpd.

$$(10 \text{ employees} \times 15 \text{ gpd}) + (400 \text{ gpd} \times 2 \text{ water closets}) = 950 \text{ gpd}$$

Based on the publication Water Supply and Pollution Control, Third Edition, by Clark, Viessman and Hammer, Chapter 4, Section 5; the maximum daily use can be considered to about 180% of the average daily use. Therefore the average daily use is approximated to be:

$$950 \text{ gpd} / 180\% = 530 \text{ gpd}$$

Ability to Serve

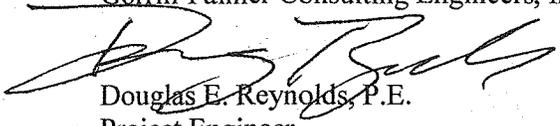
In support of the applications to the reviewing authorities, we are writing to request a letter indicating the ability of the Lewiston Department of Public Services Water and Sewer Division to serve the proposed project. In addition, we are interested in receiving:

- An estimate for any work the District would perform within the right-of-way.
- Information as to any easements that the District may require on-site.
- Any results of hydrant tests in the vicinity of the site.
- Any other information that you believe would be useful as this project proceeds.

Please contact me if you have any questions relative to this matter.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.


Douglas E. Reynolds, P.E.
Project Engineer

Enc:

Copy: Kathleen Hess, HRES Investments 2, LLC.



September 30, 2013

Mr. Sam Murray
Unitil Corporation
1075 Forest Avenue
Portland, ME 04103

Re: Proposed Retail Development
Lewiston, Maine
Letter of Ability to Serve

Dear Sam,

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine.

Site Description

The Project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2+/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

Abutting land uses include:

- North – Residential
- South – Commercial
- East – Commercial
- West – Commercial

Project Description

The development of the site is anticipated to include an 8,320 sq. ft Family Dollar. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site. A preliminary utility plan is included with this letter for your review.

Utility Improvements

An existing gas main is located within North Temple Street. It is proposed that gas service for the proposed development be provided through connection to the existing main within North Temple Street. At this time, service requirements are not known. It is anticipated that this development would have service requirements similar to other Family Dollars in the area. When load information is available it will be provided to your office.

Gorrill-Palmer Consulting Engineers, Inc.

Mr. Sam Murray
September 30, 2013
Page 2 of 2

Ability to Serve

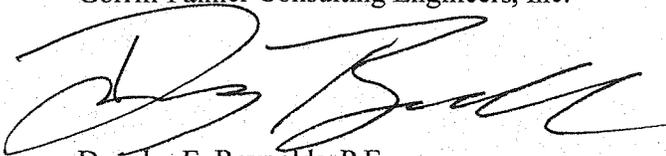
In support of the applications to the reviewing authorities, we are writing to request a letter indicating the ability of Unutil to serve the proposed project. In addition, we are interested in receiving:

- An estimate for any work Unutil would perform within the right-of-way.
- Any estimate of connection fees
- Information as to any easements that you may require on-site.
- Specifications for construction.
- Any other information that you believe would be useful as this project proceeds.

Please contact me if you have any questions relative to this matter.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Douglas E. Reynolds, P.E.
Project Engineer

Enc:

Copy: Kathleen Hess, HRES Investments 2, LLC.



September 30, 2013

Mr. Kevin Gagne
Public Services Deputy Director & Water & Sewer Superintendent
Lewiston Department of Public Services Water and Sewer Division
103 Adams Ave
Lewiston, ME 04240

Re: Proposed Retail Development
Lewiston, Maine
Letter of Ability to Serve – Water Service

Dear Mr. Gagne,

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine.

Site Description

The project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2 +/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

Abutting land uses include:

- North – Residential
- East – Commercial
- South – Commercial
- West – Commercial

Project Description

The development of the site is anticipated to include an 8,320 sq. ft. retail facility. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site. A preliminary utility plan is included with this letter for your review.

Utility Improvements

Sewer mains are currently located within Sabattus Street and North Temple Street along the site frontage. At this time, it is anticipated that the project will connect to the existing within North Temple Street.

Mr. Kevin Gagne
September 30, 2013
Page 2 of 2

Anticipated Flows

The anticipated peak wastewater flow for the development was computed using the Maine Subsurface Waste Water Disposal Rules, Table 501.2, assuming a shopping center use.

It is anticipated that the peak daily wastewater demand for the entire facility would be approximately 950 gpd.

$$(10 \text{ employees} \times 15 \text{ gpd}) + (400 \text{ gpd} \times 2 \text{ water closets}) = 950 \text{ gpd}$$

Based on the publication Water Supply and Pollution Control, Third Edition, by Clark, Viessman and Hammer, Chapter 4, Section 5; the maximum daily use can be considered to about 180% of the average daily use. Therefore the average daily use is approximated to be:

$$950 \text{ gpd} / 180\% = 530 \text{ gpd}$$

Ability to Serve

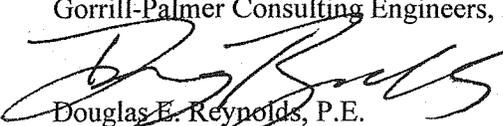
In support of the applications to the reviewing authorities, we are writing to request a letter indicating the ability of the Lewiston Department of Public Services Water and Sewer Division to serve the proposed project. In addition, we are interested in receiving:

- An estimate for any work the District would perform within the right-of-way.
- Information as to any easements that the District may require on-site.
- Any impact or connection fees associated with the development.
- Issues relating to any combined stormwater/sewer system which may affect the project.
- Any other information that you believe would be useful as this project proceeds.

Please contact me if you have any questions relative to this matter.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Douglas E. Reynolds, P.E.
Project Engineer

Enc:

Copy: Kathleen Hess, HRES Investments 2, LLC.

DER/der/JN2765.01/gagne_water_9-26-13



**CENTRAL MAINE
POWER**

February 26, 2013

Kathleen Hess
Hunt Real Estate
5100 W. Kennedy Blvd, Suite 225
Tampa, Florida 33609

Subject: Request for "Letter of Ability to Serve" for Family Dollar in Lewiston, Maine

Dear Kathleen;

Thank you for contacting Central Maine Power Company (CMP) to inquire about the Sabattus Street location you are studying for Family Dollar. The purpose of this communication is to acknowledge receipt of your February 22, 2012 message requesting ability to serve for the site referenced above. CMP recently completed a capacity study for that area and I can now respond to your request.

Three phase service from Sabattus Street and North Temple Street is available for this proposed development. As you may know, extension of the electric distribution system is subject to the terms of CMP's current power line extension policy. As much lead time as you can reasonably provide to me before the project breaks ground is always very much appreciated.

All underground high voltage power line extensions require a site plan with GPS coordinates indicated on the four corners of the plot. Upon completion of load analysis and site plan review, CMP Engineering will issue a construction drawing for your service. The release of the construction drawing initiates the construction cost design process. When this process is completed, a construction cost invoice will be provided to the customer or customer's agent. The customer is responsible for the total cost of three phase construction. This invoice will be valid for 90 days. I hope this information will be helpful with your planning.

In the meantime, please contact me if you have any more questions. I can be reached at 207-753-3451. I look forward to hearing from you soon.

Sincerely,

Jeff Lagueux
Energy Services Specialist

740 Main Street, Lewiston, ME 04240
Telephone 800.750.4000, Fax 207.753.3167



[Handwritten Signature]
11-20-13

EROSION AND SEDIMENTATION CONTROL
BASIC STANDARDS

1.1 Overview

This Exhibit demonstrates the developer has made adequate provision for controlling erosion and sedimentation.

1.2 Introduction

Gorrill-Palmer Consulting Engineers, Inc. has been retained by HRES Investments 2,LLC to prepare an Erosion and Sedimentation Control Report for the construction of a proposed 8,320 s.f. retail development and , associated parking, and infrastructure off Sabattus Street in Lewiston, Maine. Figure 1 is a map showing the project location. The developer is currently seeking a Site Plan Permit from the City of Lewiston. Gorrill-Palmer Consulting Engineers, Inc. has prepared an Erosion and Sedimentation Control Plan for the proposed development. This narrative contains the general erosion and sedimentation control measures, which are appropriate for the construction of the project.

1.3 Narrative

1.3.1 Existing Conditions and Soil Types

The development site comprises approximately 1.2 acres and is located on the northeast quadrant of the intersection of Sabattus Street and North Temple Street in Lewiston, Maine. The site is currently undeveloped and forested. Abutting land uses include:

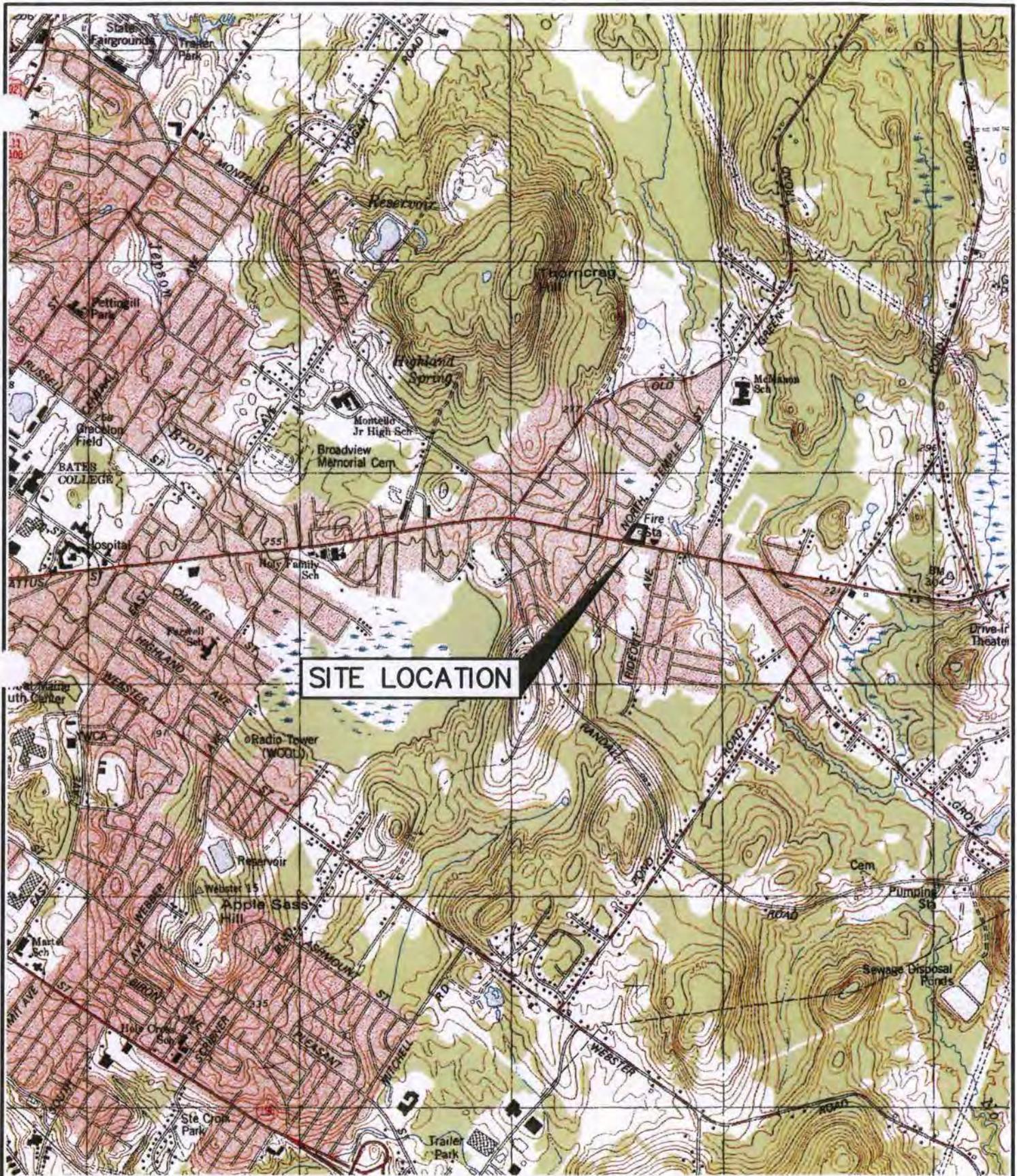
- North – Residential
- East – Commercial
- South –Commercial
- West – Commercial

Topography in the area of the proposed construction varies from relatively flat slopes of approximately 5% to moderately steep slopes of 10%.

The Medium Intensity Soil Survey for Androscoggin County as prepared by the US Department of Agriculture Soil Conservation Service was utilized in identifying the on-site soils. Figure 2, which follows this page, is a portion of the medium intensity soil map for this area. The susceptibility of soils to erosion is indicated on a relative “K” scale of values over a range of 0.02 to 0.69. The higher values are indicative of the more erodible soils. The following table lists the soils found on site and their K values:

Type	K VALUE	
	Subsurface	Substratum
Buxton	0.49	0.49
Scantic	0.49	0.49

Based on a review of the K Values, the on-site soils have medium to high susceptibility to erosion.



U.S.G.S. Location Map
 Family Dollar - Lewiston, Maine
 U.S.G.S. Lewiston, Maine -7.5 Minute Series (Topographic)

Design: AMP	Date: SEPT 2013
Draft: CG	Job No.: 2765.01
Checked: AMP	Scale: 1"=2000'±
File Name: 2765-01-Location.dwg	

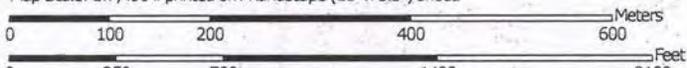

Gorrill-Palmer Consulting Engineers, Inc.
Engineering Excellence since 1998

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 Gray, ME 04039
 207-657-6910
 FAX: 207-657-6912
 E-Mail: mailbox@gorrillpalmer.com

Custom Soil Resource Report Soil Map



Map Scale: 1:7,490 if printed on A landscape (11" x 8.5") sheet.



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

MAP LEGEND

Area of Interest (AOI)		 Spoil Area	
 Area of Interest (AOI)		 Stony Spot	
Soils		 Very Stony Spot	
 Soil Map Unit Polygons		 Wet Spot	
 Soil Map Unit Lines		 Other	
 Soil Map Unit Points		 Special Line Features	
Special Point Features		Water Features	
 Blowout		 Streams and Canals	
 Borrow Pit		Transportation	
 Clay Spot		 Rails	
 Closed Depression		 Interstate Highways	
 Gravel Pit		 US Routes	
 Gravelly Spot		 Major Roads	
 Landfill		 Local Roads	
 Lava Flow		Background	
 Marsh or swamp		 Aerial Photography	
 Mine or Quarry			
 Miscellaneous Water			
 Perennial Water			
 Rock Outcrop			
 Saline Spot			
 Sandy Spot			
 Severely Eroded Spot			
 Sinkhole			
 Slide or Slip			
 Sodic Spot			

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Androscoggin and Sagadahoc Counties, Maine
 Survey Area Data: Version 13, Jul 27, 2009

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

Date(s) aerial images were photographed: Jun 20, 2010—Aug 29, 2010

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

Map Unit Legend

Androscoggin and Sagadahoc Counties, Maine (ME606)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AdA	Agawam fine sandy loam, 0 to 2 percent slopes	11.1	5.2%
BuB2	Buxton silt loam, 0 to 8 percent slopes, eroded	47.5	22.5%
CfB	Charlton fine sandy loam, 0 to 8 percent slopes	4.6	2.2%
ChB	Charlton very stony fine sandy loam, 0 to 8 percent slopes	32.8	15.6%
ChC	Charlton very stony fine sandy loam, 8 to 15 percent slopes	7.7	3.6%
ChD	Charlton very stony fine sandy loam, 15 to 25 percent slopes	1.7	0.8%
HfB	Hartland very fine sandy loam, 2 to 8 percent slopes	6.3	3.0%
ScA	Scantic silt loam, 0 to 3 percent slopes	54.0	25.6%
So	Scarboro fine sandy loam	5.3	2.5%
SyB	Sutton very stony loam, 0 to 8 percent slopes	5.0	2.3%
Wa	Walpole fine sandy loam	34.9	16.6%
Totals for Area of Interest		211.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a

1.3.2 Existing Erosion Problems

Gorrill-Palmer Consulting Engineers, Inc. is not aware of any existing erosion problems on site.

1.3.3 Critical Areas

Critical areas that would require special attention during construction would be side slopes adjacent to any wetlands.

1.3.4 Protected Natural Resources

Wetlands on-site have been delineated by Boyle Associates of Gorham, Maine, and located by Titcomb Associates, Inc. and are shown on project plans. The total area of wetlands located on the site is approximately 7,066 +/- s.f. It is anticipated that approximately 2,270 s.f. of wetlands will be impacted during development of the site. Based upon the FEMA maps, the site is not located within a Zone A 100-year floodplain.

1.3.5 Erosion Control Measures and Site Stabilization

The primary emphasis of the erosion/sedimentation control plan, which will be implemented for this project, is as follows:

- ◆ Development of a careful construction sequence.
- ◆ Rapid revegetation of denuded areas to minimize the period of soil exposure.
- ◆ Rapid stabilization of drainage paths to avoid rill and gully erosion.
- ◆ The use of on-site measures to capture sediment (hay bales/ stone check dams/silt fence, etc.)

The following temporary and permanent erosion and sediment control devices will be implemented as part of the site development. These devices shall be installed as indicated on the plans or as described within this report. For further reference, see the latest edition of the Maine Erosion and Sediment Control BMPS.

A. Dewatering

Water from construction trench dewatering shall pass first through a filter bag or secondary containment structure (e.g. hay bale lined pool) prior to discharge. The discharge site shall be selected to avoid flooding, icing, and sediment discharges to a protected resource. In no case shall the filter bag or containment structure be located within 50 feet of a protected natural resource.

B. Inspection and Monitoring

Maintenance measures shall be applied as needed during the entire construction season. After each rainfall, snow storm or period of thawing and runoff, the site contractor shall perform a visual inspection of all installed erosion control measures and perform repairs as needed to insure their continuous function. Following the temporary and/or final seeding and mulching, the contractor shall in the spring inspect and repair any damages and/or unestablished spots. Established vegetative cover means a minimum of 90% of areas vegetated with vigorous growth.

C. Temporary Erosion Control Measures

The following measures are planned as temporary erosion/sedimentation control measures during construction:

1. Crushed stone-stabilized construction entrance shall be placed at the entrance along Sabattus Street and North Temple Street.
2. Siltation fence or wood waste compost berms shall be installed downstream of any disturbed areas to trap runoff-borne sediments until grass areas are revegetated. The silt fence and/or wood waste compost berms shall be installed per the details provided in this package and inspected at least once a week and before and immediately after a storm event of 0.5 inches or greater, and at least daily during prolonged rainfall. Repairs shall be made if there are any signs of erosion or sedimentation below the fence or berm line. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the fence or berm, the barrier shall be replaced with a stone check dam. Wood waste compost berms are not to be used adjacent to wetland areas that are not to be disturbed.
3. Straw or hay mulch including hydroseeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulch placed between April 15th and October 15th on slopes of less than 15 percent shall be anchored by applying water; mulch placed on slopes of equal to or steeper than 15 percent shall be covered by a fabric netting and anchored with staples in accordance with manufacturer's recommendation. Fabric netting and staples shall be used on disturbed areas within 50' of lakes, streams, and wetlands regardless of the upstream slope. Mulch placed between October 15th and April 15th on slopes equal to or steeper than 8 percent shall be covered with a fabric netting and anchored with staples in accordance with the manufacturer's recommendations. Slopes steeper than 3:1 and equal to or flatter than 2:1, which are to be revegetated, shall receive curlex blankets by American Excelsior or equal. Slopes steeper than 2:1 shall receive riprap as noted on the plans. The mulch application rate for both temporary and permanent seeding is 75 lbs per 1000 sf as identified in Attachment A of this section. Mulch shall not be placed over snow.
4. Temporary stockpiles of stumps, grubblings, or common excavation will be protected as follows:
 - a) Temporary stockpiles shall not be located within 100 feet of any wetlands which will not be disturbed and located away from drainage swales.

- b) Stockpiles shall be stabilized within 7 days by either temporarily seeding the stockpile by a hydroseed method containing an emulsified mulch tackifier or by covering the stockpile with mulch, such as hay, straw, or erosion control mix.
- c) Stockpiles shall be surrounded by sedimentation barrier at the time of formation.
5. All denuded areas that are within 100 feet of an undisturbed wetland, which have been rough graded and are not located within a building pad, parking area, or access drive subbase area, shall receive mulch or erosion control mesh fabric within 48 hours of initial disturbance of soil. All areas within 100 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window. In other areas, the time period may be extended to 7 days.
6. For work, which is conducted between October 15th and April 15th of any calendar year, all denuded areas, shall be covered with hay mulch or erosion control mix, applied at twice the normal application rate and anchored with a fabric netting. The time period for applying mulch shall be limited to 2 days for all areas.
7. Sabattus Street and North Temple Street shall be swept to control mud and dust as necessary. Additional stone shall be added to the stabilized construction entrance to minimize the tracking of material off the site and onto the surrounding roadways.
8. During grubbing operations stone check dams shall be installed at any evident concentrated flow discharge points and as directed on the Erosion Control Plans.
9. Silt fencing with a minimum stake spacing of 6 feet should be used, unless the fence is supported by wire fence reinforcement of minimum 14 gauge and with a maximum mesh spacing of 6 inches, in which case stakes may be spaced a maximum of 10 feet apart. The bottom of the fence should be anchored.
10. Wood waste compost/bark berms may be used in lieu of siltation fencing. Berms shall be removed and spread in a layer not to exceed 3" thick once upstream areas are completed and a 90% catch of vegetation is attained.
11. Storm drain catch basin inlet protection shall be provided through the use of stone sediment barriers or approved sediment bags (such as Silt Sack). Installation details are provided in the plan set. The barriers shall be inspected after each rainfall and repairs made as necessary. Sediment shall be removed and the barrier restored to its original dimensions when the sediment has accumulated to ½ the design depth of the barrier. The barrier shall be removed when the tributary drainage area has been stabilized.
12. Water and/or calcium chloride shall be furnished and applied in accordance with MDOT specifications – Section 637 – Dust Control.
13. Loam and seed is intended to serve, as the primary permanent revegetative measure for all denuded areas not provided with other erosion control measures, such as riprap. Application rates are provided in Attachment A of this section. Seeding shall not occur over snow.

D. Permanent Erosion Control Measures

The following permanent erosion control measures have been designed as part of the Erosion/Sedimentation Control Plan:

1. All areas disturbed during construction, but not subject to other restoration (paving, riprap, etc.) will be loamed, limed, fertilized, mulched, and seeded. Fabric netting, anchored with staples, shall be placed over the mulch in areas as noted in **Temporary Erosion Control Measures** paragraph 3 of this report. All areas within 100 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window. Native topsoil shall be stockpiled and reused for final restoration when it is of sufficient quality.
2. All storm drain pipe outlets shall have riprap aprons at their outlet to protect the outlet and receiving channel from scour and deterioration. Installation details are provided in the plan set. The aprons shall be installed and stabilized to the extent practicable prior to directing runoff to the tributary pipe or culvert.
3. Catch basins shall be provided with sediment sumps and inlet hoods (the Snout) for all outlet pipes that are 18" in diameter or less.

1.4 Implementation Schedule

The following construction sequence shall be required to insure the effectiveness of the erosion and sedimentation control measures are optimized:

It is anticipated that construction of the Family Dollar building and related infrastructure will commence in Spring of 2014 and be completed by Fall of 2014.

Note: For all grading activities, the contractor shall exercise extreme caution not to overexpose the site by limiting the disturbed area.

1. Install stabilized construction entrances at the intersection of the access drives and Sabattus Street and North Temple Street.
2. Install perimeter silt fence and/or wood waste berms prior to grubbing respective areas.
3. Clear and grub site. Install stone check dams at any evident concentrated flow discharge points.
4. Commence earthwork operations to obtain rough building finish floor elevations
5. Foundation preparation area shall be excavated for installation of the building footings. Building work will be on going through the remainder of the project.
6. Commence installation of drainage appurtenances.
7. Commence earthwork and grading for detention pond.
8. Commence earthwork and grading to subgrade.

9. Commence installation of water, sewer and gas lines.
10. Continue earthwork and grading to subgrade as necessary for construction.
11. Complete installation of underground utilities to within 5' of the buildings.
12. Install light pole foundations and light poles.
13. Complete remaining earthwork operations.
14. Complete installation of catch basins and appurtenances.
15. Install sub-base and base gravel within parking fields, walkways, and all driveways.
16. Install curbing in parking fields, driveways, and along the streets as needed.
17. Install base course paving for access drive and parking area as well as concrete surfaces.
18. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
19. Install surface course paving for access drive and parking areas. Stripe per plan.
20. Once the site is stabilized and a 90% catch of vegetation has been obtained, remove all temporary erosion control measures.
21. Touch up loam and seed.

Note: All denuded areas not subject to final paving, riprap, or gravel shall be revegetated.

Prior to construction of the project, the contractor shall submit to the owner a schedule for the completion of the work, which will satisfy the following criteria:

1. The above construction sequence should generally be completed in the specified order; however, several separate items may be constructed simultaneously. Work must also be scheduled or phased to reduce the extent of the exposed areas as specified below. The intent of this sequence is to provide for erosion control and to have structural measures such as silt fence and construction entrances in place before large areas of land are denuded.
2. The work shall be conducted in sections which shall:
 - a) Limit the amount of exposed area to those areas in which work is expected to be undertaken during the proceeding 30 days.
 - b) Revegetate disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading or before a storm event; or temporarily stabilized within 48 hours of initial disturbance of soil for areas within 100 feet of an undisturbed wetland and 7 days for all other areas. Areas within 100 feet of an undisturbed wetland shall be mulched prior to any predicted rain event regardless of the 48 hour window.

- c) Incorporate planned inlets and drainage system as early as possible into the construction phase. The ditches shall be immediately lined or revegetated as soon as their installation is complete.

1.5 Erosion, Sedimentation and Stabilization Control Plan

The Erosion Control Plan is included in the plan set.

1.6 Details and Specifications

The Erosion Control details and specifications are included in the plan set.

1.7 Winter Stabilization Plan

The winter construction period is from November 1 through April 15. If the construction site is not stabilized with pavement, a road gravel base, 75% mature vegetation cover or riprap by November 15 then the site needs to be protected with over-winter stabilization. An area considered open is any area not stabilized with pavement; vegetation, mulching, erosion control mats, riprap or gravel base on a road.

Winter excavation and earthwork shall be completed such that any area left exposed can be controlled by the contractor. Limit the exposed area to those areas in which work is expected to be under taken during the proceeding 15 days and that can be mulched in one day prior to any snow event.

All areas shall be considered to be denuded until the subbase gravel is installed in roadway/parking areas or the areas of future loam and seed have been loamed, seeded and mulched. Hay and straw mulch rate shall be a minimum of 150 lbs./1,000 s.f. (3 tons/acre) and shall be properly anchored.

The contractor shall install any added measures which may be necessary to control erosion/sedimentation from the site dependent upon the actual site and weather conditions. Continuation of earthwork operations on additional areas shall not begin until the exposed soil surface on the area being worked has been stabilized, in order to minimize areas without erosion control protection.

1. Soil Stockpiles

Stockpiles of soil or subsoil shall be mulched for over winter protection with hay or straw at twice the normal rate or at 150 lbs/1,000 s.f. (3 tons per acre) or with a four-inch layer of woodwaste erosion control mix. This shall be done within 24 hours of stocking and re-established prior to any rainfall or snowfall. Any soil stockpile shall not be placed (even covered with hay or straw) within 100 feet from any natural resources.

2. Natural Resource Protection

Any areas within 100 feet from any natural resources, if not stabilized with a minimum of 75% mature vegetation catch, shall be mulched by December 1 and anchored with plastic netting or protected with erosion control mats. During winter construction, a double line of sediment barriers (i.e. silt fence backed with hay bales or erosion control mix) shall be placed between any natural resource and the disturbed area. Projects crossing the natural resource shall be protected a minimum distance of 100 feet on either side from the resource. Existing projects not stabilized by December 1 shall be protected with the second line of sediment barrier to ensure functionality during the spring thaw and rains.

3. Sediment Barriers

During frozen conditions, sediment barriers shall consist of woodwaste filter berms as frozen soil prevents the proper installation of hay bales and sediment silt fences.

4. Mulching

An area shall be considered denuded until areas of future loam and seed have been loamed, seeded and mulched. Hay and straw mulch shall be applied at a rate of 150 lb. per 1,000 square feet or 3 tons/acre (twice the normal accepted rate of 75-lbs./1,000 s.f. or 1.5 tons/acre) and shall be properly anchored. Mulch shall not be spread on top of snow. The snow shall be removed down to a one-inch depth or less prior to application. After each day of final grading, the area shall be properly stabilized with anchored hay or straw or erosion control matting. An area shall be considered to have been stabilized when exposed surfaces have been either mulched with straw or hay at a rate of 150 lb. per 1,000 square feet (3 tons/acre) and adequately anchored that ground surface is not visible through the mulch.

Between the dates of November 1 and April 15, all mulch shall be anchored by peg line, mulch netting, asphalt emulsion chemical, or wood cellulose fiber. When ground surface is not visible through the mulch then cover is sufficient. After November 1st, mulch and anchoring of all bare soil shall occur at the end of each final grading workday.

5. Mulching on Slopes and Ditches

Slopes shall not be left exposed for any extended time of work suspension unless fully mulched and anchored with peg and netting or with erosion control blankets. Mulching shall be applied at a rate of 230 lbs/1,000 s.f. on all slopes greater than 8%.

Mulch netting shall be used to anchor mulch in all drainage ways with a slope greater than 3% for slopes exposed to direct winds and for all other slopes greater than 8%. Erosion control blankets shall be used in lieu of mulch in all drainage ways with slopes 8%. Erosion control mix can be used to substitute erosion control blankets on all slopes except ditches.

6. Seeding

Between the dates of October 15 and April 1st, loam or seed will not be required. During periods of above freezing temperatures finished areas shall be fine graded and either protected with mulch or temporarily seeded and mulched until such time as the final treatment can be applied. If the date is after November 1st and if the exposed area has been loamed, final graded with a uniform surface, then the area may be dormant seeded at a rate of 3 times higher than specified for permanent seed and then mulched. Dormant seeding may be selected to be placed prior to the placement of mulch and fabric netting anchored with staples. If dormant seeding is used for the site, all disturbed areas shall receive 4" of loam and seed at an application rate of 5 lbs/1,000 s.f. All areas seeded during the winter shall be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75% catch) shall be revegetated by replacing loam, seed and mulch. If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.

Standards for Timely Stabilization of Construction Sites During Winter

1. Standard for the timely stabilization of ditches and channels -- The applicant shall construct and stabilize all stone-lined ditches and channels on the site by November 15. The applicant shall construct and stabilize all grass-lined ditches and channels on the site by September 1. If the applicant fails to

stabilize a ditch or channel to be grass-lined by September 1, then the applicant will take one of the following actions to stabilize the ditch for late fall and winter.

Install a sod lining in the ditch -- The applicant shall line the ditch with properly installed sod by October 1. Proper installation includes the applicant pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, watering the sod to promote root growth into the disturbed soil, and anchoring the sod with jute or plastic mesh to prevent the sod strips from sloughing during flow conditions.

Install a stone lining in the ditch -- The applicant shall line the ditch with stone riprap by November 15. The applicant shall hire a registered professional engineer to determine the stone size and lining thickness needed to withstand the anticipated flow velocities and flow depths within the ditch. If necessary, the applicant shall regrade the ditch prior to placing the stone lining so to prevent the stone lining from reducing the ditch's cross-sectional area.

2. Standard for the timely stabilization of disturbed slopes -- The applicant shall construct and stabilize stone-covered slopes by November 15. The applicant shall seed and mulch all slopes to be vegetated by September 1. The department shall consider any area having a grade greater than 15% to be a slope. If the applicant fails to stabilize any slope to be vegetated by September 1, then the applicant shall take one of the following actions to stabilize the slope for late fall and winter.

Stabilize the soil with temporary vegetation and erosion control mats -- By September 1 the applicant shall seed the disturbed slope with winter rye at a seeding rate of 3 pounds per 1,000 square feet and apply erosion control mats over the mulched slope. The applicant shall monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or cover at least 75% of the disturbed slope by November 1, then the applicant shall cover the slope with a layer of woodwaste compost as described in item iii of this standard or with stone riprap as described in item iv of this standard.

Stabilize the slope with sod -- The applicant shall stabilize the disturbed slope with properly installed sod by September 1. Proper installation includes the applicant pinning the sod onto the slope with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil. The applicant shall not use late-season sod installation to stabilize slopes having a grade greater than 33% (3H:1V).

Stabilize the slope with woodwaste compost -- The applicant shall place a six-inch layer of woodwaste compost on the slope by November 15. Prior to placing the woodwaste compost, the applicant shall remove any snow accumulation on the disturbed slope. The applicant shall not use woodwaste compost to stabilize slopes having grades greater than 50% (2H:1V) or having groundwater seeps on the slope face.

Stabilize the slope with stone riprap -- The applicant shall place a layer of stone riprap on the slope by November 15. The applicant shall hire a registered professional engineer to determine the stone size needed for stability and to design a filter layer for underneath the riprap.

3. Standard for the timely stabilization of disturbed soils -- By September 15 the applicant shall seed and mulch all disturbed soils on areas having a slope less than 15%. If the applicant fails to stabilize these soils by this date, then the applicant shall take one of the following actions to stabilize the soil for late fall and winter.

Stabilize the soil with temporary vegetation -- By September 1 the applicant shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1000 square feet, lightly mulch the seeded soil with hay or straw at 75 pounds per 1000 square feet, and anchor the mulch with plastic netting. The applicant shall monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or cover at least 75% of the disturbed soil before November 1, then the applicant shall mulch the area for over-winter protection as described below.

Stabilize the soil with sod -- The applicant shall stabilize the disturbed soil with properly installed sod by September 15. Proper installation includes the applicant pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.

Stabilize the soil with mulch -- By November 15 the applicant shall mulch the disturbed soil by spreading hay or straw at a rate of at least 150 pounds per 1000 square feet on the area so that no soil is visible through the mulch. Prior to applying the mulch, the applicant shall remove any snow accumulation on the disturbed area. Immediately after applying the mulch, the applicant will anchor the mulch with plastic netting to prevent wind from moving the mulch off the disturbed soil.

1.8 Maintenance of facilities

The stormwater facilities will be maintained by the Applicant, HRES Investment 2 LLC or their assigned heirs. The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction as required by the Erosion Control Report. Long-term operation/maintenance recommended for the stormwater facilities is presented below.

In accordance with the City of Lewiston Zoning and Land Use Code, Appendix A, Article XIII, the Applicant, HRES Investment 2 LLC or their assigned heirs have a legal obligation to operate, repair, maintain, and replace the stormwater management facilities. The City of Lewiston shall have the ability to establish a special assessment, district, or other means upon the applicant, HRES Investment 2 LLC or their assigned heirs to ensure said resources are available.

The applicant, HRES Investment 2 LLC or their assigned heirs shall properly maintain, repair, or replace stormwater management facilities serving the development after the developer has legally relinquished that responsibility.

The responsible party may contract with such professionals, as may be necessary in order to comply with this provision and may rely on the advice of such professionals in carrying out its duty hereunder, provided, that the following operation and maintenance procedures are hereby established as a minimum for compliance with this section.

Inspection and Maintenance Frequency and Corrective Measures:

The following areas, facilities, and measures will be inspected and the identified deficiencies will be corrected. Clean-out must include the removal and legal disposal of any accumulated sediments and debris.

Catch Basins:

Inspect catch basins 2 times per year (preferably in Spring and Fall) to ensure that the catch basins are working in their intended fashion and that they are free of debris. Clean structures when sediment depths reach 12" from invert of outlet. If the basin outlet is designed with a hood to trap floatable

materials (i.e. Snout), check to ensure watertight seal is working. At a minimum, remove floating debris and hydrocarbons at the time of the inspection.

Inlet/Outlet Control Structures:

Inspect structures and piping 2 times per year (preferably in Spring and Fall) to ensure that the structures are working in their intended fashion and that they are free of debris. Remove any obstructions to flow; remove accumulated sediments and debris within the structure.

Stormdrain Outlets:

Inspect outlets 2 times per year (preferably in Spring and Fall) to ensure that the outlets are working in their intended fashion and that they are free of debris. Remove any obstructions to flow; remove accumulated sediments and debris at the outlet and within the conduit Repair any erosion damage at the stormdrain outlet.

Detention Pond:

Inspect pond 2 times per year (preferably in Spring and Fall) to ensure that it is working in its intended fashion and that it is free of trash and debris. Remove and properly dispose of any accumulated sediment or debris as needed. Inspect the embankments and spillways for settlement, slope erosion, and downstream swamping. Mow the embankment as needed to control woody vegetation. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

Vegetated Areas:

Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

Ditches, Swales and other Open Stormwater Channels:

Inspect 2 times per year (preferably in Spring and Fall) to ensure they are working in their intended fashion and that they are free of sediment and debris. Remove any obstructions to flow, including accumulated sediments and debris and vegetated growth. Repair any erosion of the ditch lining. Vegetated ditches will be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity. Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable. If the ditch has a riprap lining, replace riprap on areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged. Correct any erosion of the channel's bottom or sideslopes. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

Roadways and Parking Surfaces: Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader. Repair potholes and other roadway obstructions and hazards. Plowing and sanding of paved areas shall be performed as necessary to maintain vehicular traffic safety.

1.9 Inspection

Any person owning, operating, leasing or having control over Stormwater Management Facilities shall comply with the following:

- a) A Qualified Post Construction Third-Party Inspector shall, at least annually, inspect the Stormwater Management Facilities, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved Post-Construction Stormwater Management Plan.
- b) If the Stormwater Management Facilities require maintenance to function as intended by the approved Post-Construction Stormwater Management Plan, that Person shall take corrective action(s) to address the deficiency or deficiencies.
- c) A Qualified Post Construction Third-Party Inspector shall provide, on or by May 31 of each year, a completed and signed certification to the Enforcement Authority in a form identical to the City of Lewiston's Annual Stormwater Management Facilities Certification form, certifying that the Stormwater Management Facilities have been inspected, and that they are adequately maintained and functioning as intended by the approved Post-Construction Stormwater Management Plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the Stormwater Management Facilities and, if the Stormwater Management Facilities require maintenance or repair of deficiencies in order to function as intended by the approved Post-Construction Stormwater Management Plan, the Person shall provide a record of the required maintenance or deficiency and corrective action(s) taken.

Conclusion

The Applicant has provided temporary and permanent erosion control measures as well as specifying a sequence of construction as measures to minimize erosion and sedimentation.

Attachments

- Attachment A - Seeding Plan
- Attachment B - Post Construction Stormwater Management Plan
- Attachment C - Annual Stormwater Management Facilities Certification



BB&T

Branch Banking and Trust Co.
400 North Tampa Street, Suite 2500
Tampa, Florida 33602

October 7, 2013

City of Lewiston

Re: Hunt Real Estate Services, Inc.

To Whom It May Concern:

Branch Banking and Trust Company ("BB&T") has had discussions with Hunt Real Estate Services, Inc. ("HRES") regarding the Family Dollar development project to be built in Lewiston, Maine. BB&T has worked with HRES on numerous projects, including +/- 25 Family Dollar construction loans located around the country. Construction was completed on-time and within budget, and financing was handled as agreed. HRES has the ability to obtain financing and successfully complete the development of the contemplated Family Dollar project.

Please let me know if you need further assistance.

Sincerely,



Lisa Resnick
Senior Vice President
(813) - 220-6387

STORMWATER MANAGEMENT

12.1 Overview

Under the City of Lewiston Code of Ordinances, Appendix A, Article 13, Section 4f, All projects including one acre or more of disturbed land shall meet the requirements of Section 4f, and the requirements of the Site Location of Development Law and the Maine Stormwater Management Law specifically Chapters 500 and 502.

12.2 Introduction

Gorrill-Palmer Consulting Engineers, Inc. has been retained by HRES Investments 2, LLC to prepare a Stormwater Management Report for the construction of a proposed 8,320 s.f. retail development and , associated parking, and infrastructure off Sabattus Street in Lewiston, Maine. Figure 1 is a map showing the project location. The developer is currently seeking a Site Plan Permit from the City of Lewiston. This narrative contains the Stormwater Management measures which are appropriate for the site.

12.3 Development Description

The development site comprises approximately 1.2 acres and is located on the northeast quadrant of the intersection of Sabattus Street and North Temple Street in Lewiston, Maine. The site is currently undeveloped and forested. Abutting land uses include:

- North – Residential
- East – Commercial
- South –Commercial
- West – Commercial

The site is not tributary to an urban impaired stream.

The development of the project will result in approximately 0.7 acres of impervious area, including the proposed building and parking, with a total disturbed area of approximately 1.12 acres.

12.4 Surface Water

There are no lakes located on, adjacent to or downstream of the project site.

12.5 General Topography

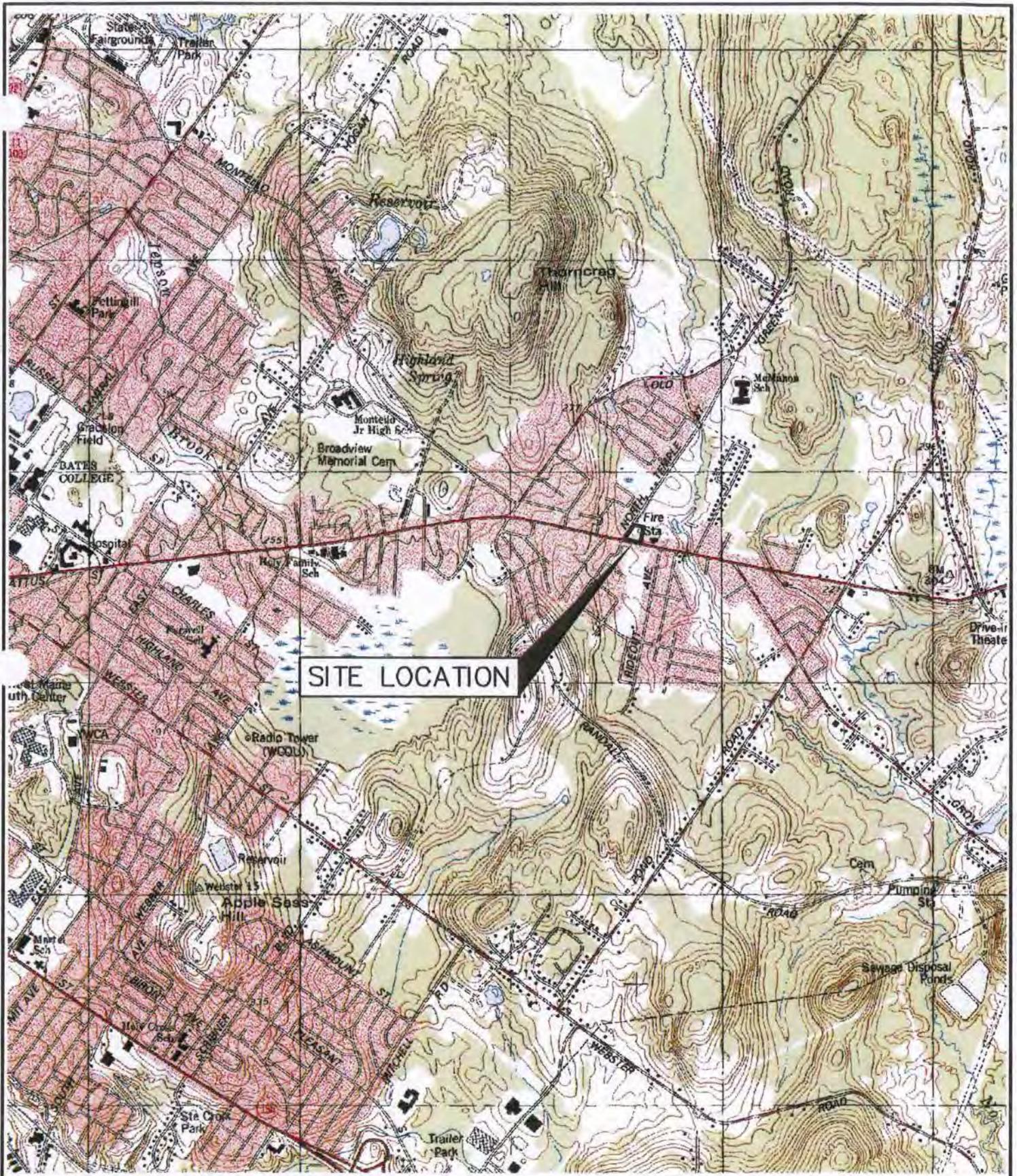
Topography in the area of the proposed construction varies from relatively flat slopes of approximately 5% to moderately steep slopes of 10%.

12.6 Flooding

Based upon the FEMA maps, no part of the area of the site to be developed is located within a Zone A 100-year floodplain.

12.7 Natural Drainage Ways

The project as currently proposed does not include alteration of any natural drainage ways.



U.S.G.S. Location Map
 Family Dollar - Lewiston, Maine
 U.S.G.S. Lewiston, Maine -7.5 Minute Series (Topographic)

Design: AMP	Date: SEPT 2013
Draft: CG	Job No.: 2765.01
Checked: AMP	Scale: 1"=2000'±
File Name: 2765-01-Location.dwg	

GP Gorrill-Palmer Consulting Engineers, Inc.
Engineering Excellence since 1998

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 15 Shaker Road
 Gray, ME 04039

207-657-6910
 FAX: 207-657-6912
 E-Mail: mailboxes@gorrillpalmer.com

12.8 Alterations to Land Cover

Changes in land cover will include removal of grassed and wooded areas through portions of the project site and the addition of a building, paved surfaces, lawn, and landscaped areas.

12.9 Stormwater Management Control

Under Chapter 500 standards, the proposed development would be required to meet the Basic Standard, under the City Ordinance the Flooding Standard would need to be met. Since the project proposes 0.7 acres of impervious area and 1.12 acres of disturbed area, the project is not required to meet the General Standard or the Urban Impaired Stream Standard.

The Basic Standard is presented in the Erosion and Sedimentation Control report included with this permit application. The Flooding Standard is presented as follows.

12.9.1 Water Quantity Sizing Requirements

The stormwater management study provides an analysis of predevelopment and post development stormwater runoff rates.

The Natural Resource Conservation Service Medium Intensity Soil Survey was used to identify onsite and offsite soils. The project site is comprised of hydrologic soil type D. An excerpt from the Medium Intensity Soil Survey follows this page.

The SCS TR-20 methodology, using the HydroCad program, was employed by Gorrill-Palmer Consulting Engineers, Inc. to analyze predevelopment and post-development conditions. A 24-hour, SCS Type III storm distribution for the two, ten, and twenty-five year storm frequencies was used. The corresponding rainfall amounts for these storms are 3.0", 4.6", and 5.4" respectively.

Stormdrain sizing was analyzed using the Hydraflow program. The stormdrain analysis is included in Attachment D.

Land use cover, delineations of watershed hydraulic flow paths, and hydraulic soils data were obtained using the following data:

1. On-site topographic survey with 2' contour intervals from an existing conditions plan of the site.
2. Aerial Photography of the project site, obtained from the Maine Office of GIS.
3. Field Reconnaissance.

Predevelopment Conditions

The drainage study analyzes the watersheds in the predevelopment condition as depicted on the Predevelopment Watershed Map.

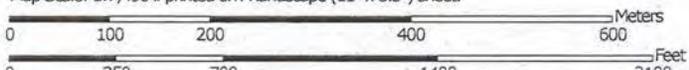
Subcatchment 1 encompasses the majority of the development area and is tributary to Point of Interest 1 (POI 1). The site area has a mixture of wooded and meadow groundcover.

Subcatchment 2 is the site area tributary to North Temple Street, POI 2.

Custom Soil Source Report
Soil Map



Map Scale: 1:7,490 if printed on A landscape (11" x 8.5") sheet.



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



*SITE
LOCATION*

MAP LEGEND

Area of Interest (AOI)		 Spoil Area
 Area of Interest (AOI)		 Stony Spot
Soils		 Very Stony Spot
 Soil Map Unit Polygons		 Wet Spot
 Soil Map Unit Lines		 Other
 Soil Map Unit Points		 Special Line Features
Special Point Features		Water Features
 Blowout		 Streams and Canals
 Borrow Pit		Transportation
 Clay Spot		 Rails
 Closed Depression		 Interstate Highways
 Gravel Pit		 US Routes
 Gravelly Spot		 Major Roads
 Landfill		 Local Roads
 Lava Flow		Background
 Marsh or swamp		 Aerial Photography
 Mine or Quarry		
 Miscellaneous Water		
 Perennial Water		
 Rock Outcrop		
 Saline Spot		
 Sandy Spot		
 Severely Eroded Spot		
 Sinkhole		
 Slide or Slip		
 Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Androscoggin and Sagadahoc Counties, Maine
 Survey Area Data: Version 13, Jul 27, 2009

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

Date(s) aerial images were photographed: Jun 20, 2010—Aug 29, 2010

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

Map Unit Legend

Androscoggin and Sagadahoc Counties, Maine (ME606)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AdA	Agawam fine sandy loam, 0 to 2 percent slopes	11.1	5.2%
BuB2	Buxton silt loam, 0 to 8 percent slopes, eroded	47.5	22.5%
CfB	Charlton fine sandy loam, 0 to 8 percent slopes	4.6	2.2%
ChB	Charlton very stony fine sandy loam, 0 to 8 percent slopes	32.8	15.6%
ChC	Charlton very stony fine sandy loam, 8 to 15 percent slopes	7.7	3.6%
ChD	Charlton very stony fine sandy loam, 15 to 25 percent slopes	1.7	0.8%
HfB	Hartland very fine sandy loam, 2 to 8 percent slopes	6.3	3.0%
ScA	Scantic silt loam, 0 to 3 percent slopes	54.0	25.6%
So	Scarboro fine sandy loam	5.3	2.5%
SyB	Sutton very stony loam, 0 to 8 percent slopes	5.0	2.3%
Wa	Walpole fine sandy loam	34.9	16.6%
Totals for Area of Interest		211.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a

A watershed map for the predevelopment conditions is attached to this section as drawing W1 in Attachment A. Table 1 presents the peak flow rates at the points of interest in the predevelopment condition.

Table 1 – Predevelopment Peak Flow Rates (cfs)			
Point of Interest	Peak Flow (cfs)		
	2 Year	10 Year	25 Year
	Pre	Pre	Pre
POI #1	0.89	1.94	2.50
POI # 2	0.15	0.32	0.42

Copies of the calculations for the predevelopment conditions are included in Attachment B.

Post development Conditions

Analysis for the post development condition consists of determining post development peak flows and limiting the post development flows to predevelopment levels. Detention will be provided through the use of a detention pond.

Subcatchment 1A consists of the portion of the site tributary to the detention pond. The outflow from the detention pond is tributary to POI 1.

Subcatchment 1B consists of the site area bypassing the proposed detention pond and is tributary to POI1.

Subcatchment 2 consists of the entrance drive apron which is tributary to North Temple Street.

A watershed map for the post development condition is attached to this section as drawing W2 in Attachment A; Attachment B includes the TR-20 calculations.

A comparison of predevelopment and post development peak flow at POI 1 and POI 2 without detention is presented in the following table.

Table 2 – Comparison of Peak flows without detention (cfs)						
Point of Interest	Peak Flow (cfs)					
	2 Year		10 Year		25 Year	
	Pre	Post	Pre	Post	Pre	Post
POI #1	0.89	3.10	1.94	5.38	2.5	6.53
POI # 2	0.15	0.07	0.32	0.12	0.42	0.14

The post development peak flow at POI 1 due to development is larger than the predevelopment peak flow and requires detention. The post development peak flow at POI 2 due to development is less than the predevelopment peak flow and does not require detention.

The proposed detention pond will have a base elevation of 214.1 and a berm elevation of 218.16. An outlet control structure will control the pond outflow by the use of two orifices.

The detention pond has been analyzed to determine its performance for the 2-, 10-, and 25-year storms. The stormwater runoff will enter the pond through the stormdrain system and overland flow. The outlet control structure will convey the runoff to POI 1 as shown in the plan set. The following table presents the pond performance.

Table 3 – Detention Pond			
	Storm Event		
	2 Year	10 Year	25 Year
Peak Inflow (cfs)	2.52	4.20	5.04
Peak Outflow (cfs)	0.38	1.17	1.44
Stage (Max. Elevation)	215.85	216.59	216.97
Storage (cf)	3,098	4,735	5,627
Depth above pond base (ft)	1.75	2.49	2.87

The following table presents a comparison of peak flow after routing the runoff through the pond.

Table 4 – Comparison of Peak flows with detention (cfs)						
Point of Interest	Peak Flow (cfs)					
	2 Year		10 Year		25 Year	
	Pre	Post	Pre	Post	Pre	Post
POI # 1	0.89	0.89	1.94	1.79	2.5	2.49

As can be seen from the table above, the post development peak flow is less than or equal to the predevelopment peak flow.

12.9.6 Conclusion – Overall Water Quantity

The peak flow to the Points of Interest have been reduced to be equal to, or below, predevelopment peak levels, therefore the proposed stormwater management complies with the MDEP Chapter 500 standards as well as the City of Lewiston standards.

12.10 Construction BMPs

Additional water quality treatment will be provided during construction by best management practices (BMP). Standard BMPs to be employed include siltation fencing around the downslope construction perimeter, siltation fence around the detention pond, riprap, catch basin sediment barriers, stabilized construction entrances, and erosion control fabrics applied to slopes prior to revegetation.

12.11 Maintenance of Facilities

See the Erosion and Sedimentation Control report for this project.

12.12 Conclusion

Gorrill-Palmer Consulting Engineers, Inc. has been retained by HRES Investments to prepare plans and permit applications for a Family Dollar retail development in Lewiston. Based upon the attached calculations, the proposed development meets or exceeds the requirement of the Flooding Standard through the use of a detention pond.

12.13 Attachments

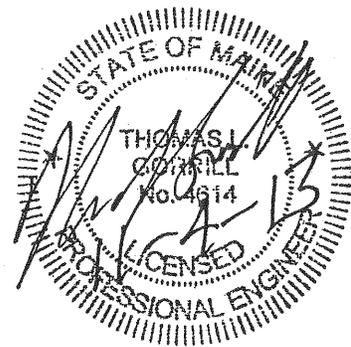
Attached to this section are the following items:

- Attachment A – Watershed Maps (Pre and Post)
- Attachment B – TR-20 Calculations
- Attachment C – Spillway
- Attachment D – Stormdrain Analysis

**Traffic Assessment
Family Dollar Store
Lewiston, Maine**

**Prepared for:
Family Dollar Store**

November 2013



Prepared by:

GP Gorrill-Palmer Consulting Engineers, Inc.

Traffic and Civil Engineering Services

PO Box 1237
15 Shaker Road
Gray, ME 04039

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Traffic Assessment
Family Dollar Store
Lewiston, Maine

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Attached

Trip Generation Calculations
Location Map
Turning Movement Diagrams
MaineDOT Crash History
Capacity Analyses
Raw Turning Movement Data

Executive Summary

The following Executive Summary is prepared for the reader's convenience, but is not intended to be a substitute for reading the full report. Gorrill-Palmer Consulting Engineers, Inc. has been retained by Family Dollar to prepare this traffic assessment for the proposed Family Dollar at the northeast corner of North Temple Street and Sabattus Street in Lewiston, Maine. The proposed project will consist of a 8,320 sf retail building and is planned to be opened in 2014. Access to the site will be from a full movement driveway on North Temple Street as well as from Sabattus Street, however, no left turn out will be allowed from the Sabattus Street Driveway. Figure 1 in the Appendix shows the location of the site.

The following is a summary of the findings and conclusions of the assessment:

1. The proposed expansion is estimated to generate 57 trip ends during a peak hour based on the 7th Edition of the Institute of Transportation Engineers publication, "Trip Generation". This level of trip generation increase will not require a MaineDOT Traffic Movement Permit.
2. The capacity analyses shows that the proposed driveways and intersection of Temple Street and Sabattus Street should operate at acceptable levels of service during both the AM and PM peak hours of traffic flow on Sabattus Street.
3. The analysis projects only 1 and 2 vehicles turning left from Sabattus Street into the site for the AM and PM peak hours respectively, so a separate left turn lane on Sabattus Street is not justified.
4. Both the planned driveways meet the sight line standards for exiting traffic.
5. Gorrill-Palmer Consulting Engineers, Inc. obtained MaineDOT Crash history to determine if there were any high crash locations in the project vicinity. Based on the summaries, there is a high crash location at the intersection of Sabattus and Rideout to the east of the site. Given the low volumes associated with this project, it should not affect that location.

Based on these findings, it is the opinion of Gorrill-Palmer Consulting Engineers, Inc. that the proposed project can be accommodated on the adjacent roadway network.

I. *Project Description*

Family Dollar is proposing an 8,320 sf store at the corner of Sabattus Street and North Temple Street in Lewiston, Maine. Access to the site will be from a full movement driveway on North Temple Street as well as from Sabattus Street, however, no left turns out will be allowed from the Sabattus Street Driveway. Figure 1 in the Appendix shows the location of the site.

II. *Background Traffic Conditions*

Gorrill-Palmer Consulting Engineers, Inc. based the assessment on the following information:

- Crash data for 2010-2012 provided by the Maine Department of Transportation.
- Turning movement counts completed by our office on Thursday, June 6, 2013 from 3:45 to 6:15 PM, and on Thursday, October 31, 2013 from 7:00 to 9:00 AM at the intersection of Sabattus Street, South Temple Street and North Temple Street. Traffic counts were also completed at the intersection of Sabattus Street and Hartley Street on October 30, 2013 from 3:30 to 6:00 PM and again on October 31, 2013 from 7:00 to 9:00 AM.

Seasonal Adjustment

The MaineDOT utilizes highway classifications of I, II, or III for state and local roadways. Type I roadways are defined as urban roadways, or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. Type II roadways, or arterial roadways are those that see a combination of commuter and recreational traffic and therefore experience moderate fluctuations during the year. Type III roadways, or recreational roadways are typically used for recreational purposes and experience dramatic seasonal fluctuation. Sabattus Street is a type 1 roadway which therefore requires a seasonal adjustment factors of 1.1% and 8.0% to the June and October counts respectively to approximate the 30th highest hour of the year.

Annual Growth

The proposed store is anticipated to be opened in 2014. Based on a review of the historic growth in the area, it appears to be relatively flat with little to no growth. To be conservative, we have utilized a growth factor of 1% per year.

Other Development

Approved projects that are not yet opened as well as projects for which applications have been filed are required to be included in the predevelopment volumes for this project. Based on an email to the City Planner, no projects have been identified as needing to be included in the background traffic volumes.

III. *2014 Predevelopment*

The turning movement volumes collected by our office are shown in Figure 2 of the Appendix for the AM and PM peak hours. The estimated 1% per year growth adjustment has been applied to these volumes to yield the 2014 predevelopment volumes shown on Figure 3 of the Appendix.

IV. *Trip Generation*

Trip generation for the proposed facility is based on the Institute of Transportation Engineers (ITE), Seventh Edition, Land Use Code (LUC) – 814, Specialty Retail. Based on this information, the forecast trip generation for the weekday peak hours is summarized as follows:

- Forecast trip generation for one hour period between 7:00 and 9:00 AM – 6 trip ends
- Forecast trip generation for one hour period between 9:00 AM and 12:00 noon – 57 trip ends
- Forecast trip generation for one hour period between 12:00 noon and 4:00 PM – 42 trip ends
- Forecast trip generation for one hour period between 4:00 and 6:00 PM – 23 trip ends

Since the trip generation forecast is less than 100 trip ends during a peak hour, a MaineDOT Traffic Movement Permit is not required.

V. *Trip Distribution and Assignment*

The trip distribution is based on the Institute of Transportation Engineers (ITE), Seventh Edition, Land Use Code (LUC) – 814, Specialty Retail and trip assignment for the proposed project is based on the existing patterns as identified from the turning movement counts. The trip distribution and assignment is shown graphically on Figure 4 of the Appendix.

VI. *2014 Postdevelopment*

The 2014 predevelopment traffic shown on Figure 3 was added to the traffic forecast for the proposed store shown on Figure 4 to yield the 2014 Postdevelopment traffic shown on Figure 5 in the Appendix.

VII. *Capacity Analyses*

Gorrill-Palmer Consulting Engineers, Inc. completed capacity analyses for the signalized intersection of Sabattus Street at North / South Temple and the unsignalized site driveway at Sabattus Street and Hartley Street.

The analysis was completed with the Synchro and SimTraffic analysis software. Levels of service rankings are similar to the academic ranking system where an 'A' represents little control delay and an 'F' represents significant delay.

The following tables summarize the relationship between delay and level of service for unsignalized and signalized intersections:

Level of Service Criteria for Unsignalized Intersections

Level of Service	Control Delay per Vehicle (sec)
A	Up to 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	Greater than 50.0

Level of Service Criteria for Signalized Intersections

Level of Service	Control Delay per Vehicle (sec)
A	Up to 10.0
B	10.1 to 20.0
C	20.1 to 35.0
D	35.1 to 55.0
E	55.1 to 80.0
F	Greater than 80.0

The results of the capacity analyses for pre and postdevelopment condition are summarized in the following tables, followed by a discussion of the results. The detailed analyses are attached.

Sabattus and Proposed Driveway (Unsignalized)

	Predevelopment – Sec. (LOS)		PostDevelopment – Sec. (LOS)	
	AM	PM	AM	PM
Sabattus EB	1 (A)	1 (A)	1 (A)	1 (A)
Sabattus WB	2 (A)	2 (A)	2 (A)	2 (A)
Hartley NB	7 (A)	11 (B)	7 (A)	11 (B)
Proposed Driveway SB	---	---	6 (A)	3 (A)

Sabattus/Tempe (Signalized)

	Predevelopment – Sec. (LOS)		PostDevelopment – Sec. (LOS)	
	AM	PM	AM	PM
Sabattus Street EB	6 (A)	7 (A)	6 (A)	7 (A)
Sabattus Street WB	4 (A)	4 (A)	4 (A)	4 (A)
South Temple NB	8 (A)	12 (B)	9 (A)	15 (B)
North Temple SB	10 (A)	10 (A)	10 (A)	10 (A)

The results show there is minimal impact on the level of service at the intersection of Sabattus Street and Temple Street and that the proposed driveway on Sabattus Street will operate with little delay.

There proposed Sabattus Street driveway is planned to be slightly offset from Hartley Street since aligning directly with Hartley is not feasible due to site grading and layout. Given the light volume of traffic turning left into Hartley Street and the proposed Family Dollar, it is our opinion that this location will operate safely.

VIII. Lane Warrant Analysis

Gorrill-Palmer Consulting Engineers considered the need for a left turn lane on Sabattus Street for left turning traffic into the site driveway. It is our opinion that a left turn lane is not required since there are only one and two vehicles turning left into the site during the peak hour for the AM and PM peak hours respectively.

IX. Sight Distance

The Maine Department of Transportation has guidelines for sight distances at driveways within urban compacts. The sight line standards for driveways in an urban compact are as follows:

Maine DOT Standards for Sight Distance

Posted Speed (mph)	Sight Distance
25	200
30	250
35	305
40	360
45	425
50	495
55	570

Gorrill-Palmer Consulting Engineers, Inc. has evaluated the available sight lines at the proposed driveways in accordance with Maine DOT standards.

The Maine DOT standards are as follows:

Driveway observation point:	10 feet off major street travelway
Height of eye at driveway:	3 ½ feet above ground
Height of approaching vehicle:	4 ¼ feet above road surface

The posted speeds on Sabattus Street and North Temple Street are 35 and 25 respectively. The results of this sight line analysis exiting the site drives are summarized in the following tables.

Sight Line Evaluation

Direction	Posted Speed (mph)	Recommended Sight Line (ft)	Actual Sight Line (ft)
Exiting onto Sabattus Street from the Site Driveway Looking:			
Left	35	305	450
Right	35	305	450
Exiting onto North Temple Looking:			
Left	25	200	415
Right	25	200	450

As shown, the sight lines for the driveways exceed Maine DOT requirements. Gorrill-Palmer Consulting Engineers, Inc. recommends that all plantings, which will be located within the right of way, not exceed 3 feet in height and be maintained at or below that height. Signage should not interfere with sight lines. In addition, we recommend that during construction, when heavy equipment is entering and exiting into the site, that appropriate measures, such as signage and flag persons, be utilized in accordance with the Manual on Uniform Traffic Control Devices.

X. *Crash Data*

Gorrill-Palmer Consulting Engineers, Inc. obtained the crash data from MaineDOT for the period of 2010-2012. Crash information is attached.

In order to evaluate whether a location has a crash problem, MaineDOT uses two criteria to define High Crash Location (HCL). Both criteria must be met in order to be classified as an HCL.

1. A critical rate factor of 1.00 or more for a three-year period. (A Critical Rate Factor {CRF} compares the actual crash rate to the rate for similar intersection in the state. A CRF of less than 1.00 indicates a rate of less than average) and:
2. A minimum of eight crashes over the same three-year period.

Based on the information provided by MaineDOT, there are no high crash locations within the immediate area of the two accesses, but there is a high crash location at Rideout Street east of the site. We have prepared the collision diagram for informational purposes, however, given the low volumes associated with this project, it should not affect that location.

XI. *Conclusions and Recommendations*

The following is a summary of the findings and conclusions of this preliminary assessment:

1. The proposed expansion is estimated to generate a maximum of 57 trip ends during a peak hour based on the 7th Edition of the Institute of Transportation Engineers publication, "Trip Generation". This level of trip generation increase will not require a MaineDOT Traffic Movement Permit.
2. The capacity analyses shows that the proposed driveways and intersection of Temple Street and Sabattus Street should operate at acceptable levels of service during both the AM and PM peak hours of traffic flow on Sabattus Street.
3. The analysis projects only 1 and 2 vehicles turning left from Sabattus Street into the site for the AM and PM peak hours respectively, so a separate left turn lane on Sabattus Street is not justified.
4. Both the planned driveways meet the sight line standards for exiting traffic.
5. Gorrill-Palmer Consulting Engineers, Inc. obtained MaineDOT Crash history to determine if there were any high crash locations in the project vicinity. Based on the summaries, there is a high crash location at the intersection of Sabattus and Rideout to the east of the site. Given the low volumes associated with this project, it should not affect that location.

Based on these findings, it is the opinion of Gorrill-Palmer Consulting Engineers, Inc. that the proposed project can be accommodated on the adjacent roadway network.

JN:
 Project Description:
 Project Location:
 Date:

2765.01
 Family Dollar
 Lewiston
 6/18/2013

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**Specialty Retail Center
 Land Use Code (LUC) 814**

Gross Floor Area (ft²): 8,320

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 44.32 (X)	369	4	50%	50%	185	184	---
Peak Hour of Adjacent Street Traffic 7-9 AM**	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.71 (X)	23	5	45%	55%	10	13	---
AM Peak Hour of Generator	T = 6.84 (X)	57	4	50%	50%	29	28	---
PM Peak Hour of Generator	T = 5.02 (X)	42	3	55%	45%	23	19	---
Saturday	T = 42.04 (X)	350	3	50%	50%	175	175	---
Saturday Peak Hour of Gen.***	---	---	---	---	---	---	---	---

AM Peak of Adjacent Street 7-9 AM*** T = 0.275 (PM Peak Hour) 6
 Saturday Peak Hour*** T = 1.325 (PM Peak Hour) 30

60% 40% | 4 2
 50% 50% | 15 15

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center

* Percentages rounded to nearest 5%

***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 42.78 (X) + 37.66	394	4	50%	50%	197	197	0.69
Peak Hour of Adjacent Street Traffic 7-9 AM	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.40 (X) + 21.48	41	5	45%	55%	18	23	0.98
AM Peak Hour of Generator	T = 4.91 (X) + 115.59	156	4	50%	50%	78	78	0.90
PM Peak Hour of Generator	---	---	---	---	---	---	---	---
Saturday	---	---	---	---	---	---	---	---
Saturday Peak Hour of Gen.	---	---	---	---	---	---	---	---

* Percentages rounded to nearest 5%
 (---) Not Given

AM Peak of Adjacent Street 7-9 AM*** T = 0.275 (PM Peak Hour) 11
 Saturday Peak Hour*** T = 1.325 (PM Peak Hour) 54

60% 40% | 7 4
 50% 50% | 27 27

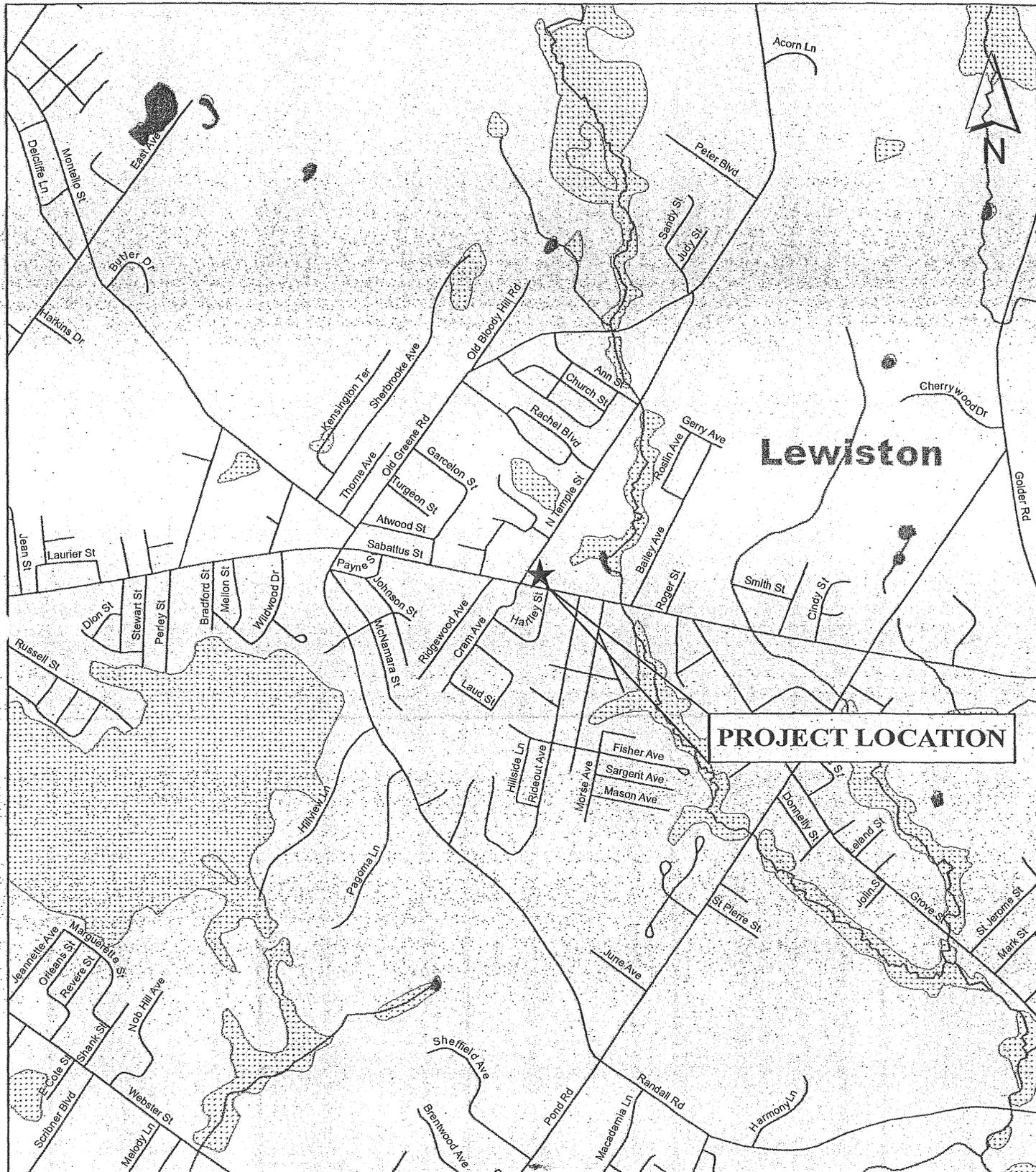
**Based on ratio of AM/PM traffic for LUC 820, Shopping Center

***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

Location Map

Figure No.

1

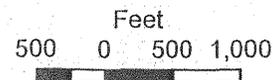


FAMILY DOLLAR, LEWISTON, MAINE

GP Gorrill-Palmer Consulting Engineers, Inc.
Engineering Excellence Since 1998

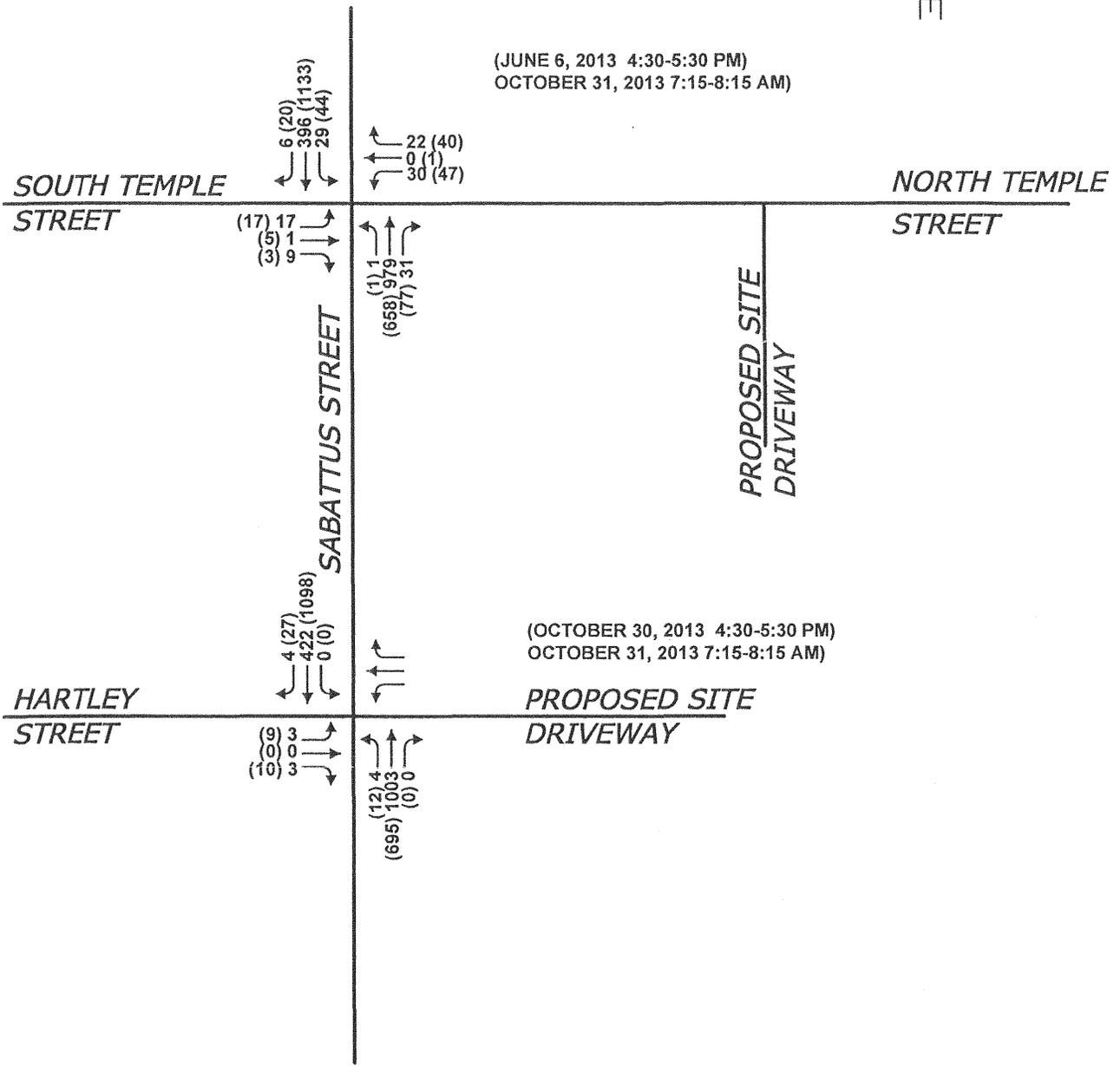
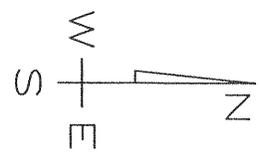
PO Box 1237
15 Shaker Road
Gray, ME 04039

207-657-6910
Fax: 207-657-6912
mailto:mail@gorrillpalmer.com
www.gorrillpalmer.com



JN: 2765.01
DATE: JUNE 2013
FILE: 2765.01-LOCMAP.MXD
SOURCE: MAINE GIS WEBSITE

Raw Volumes

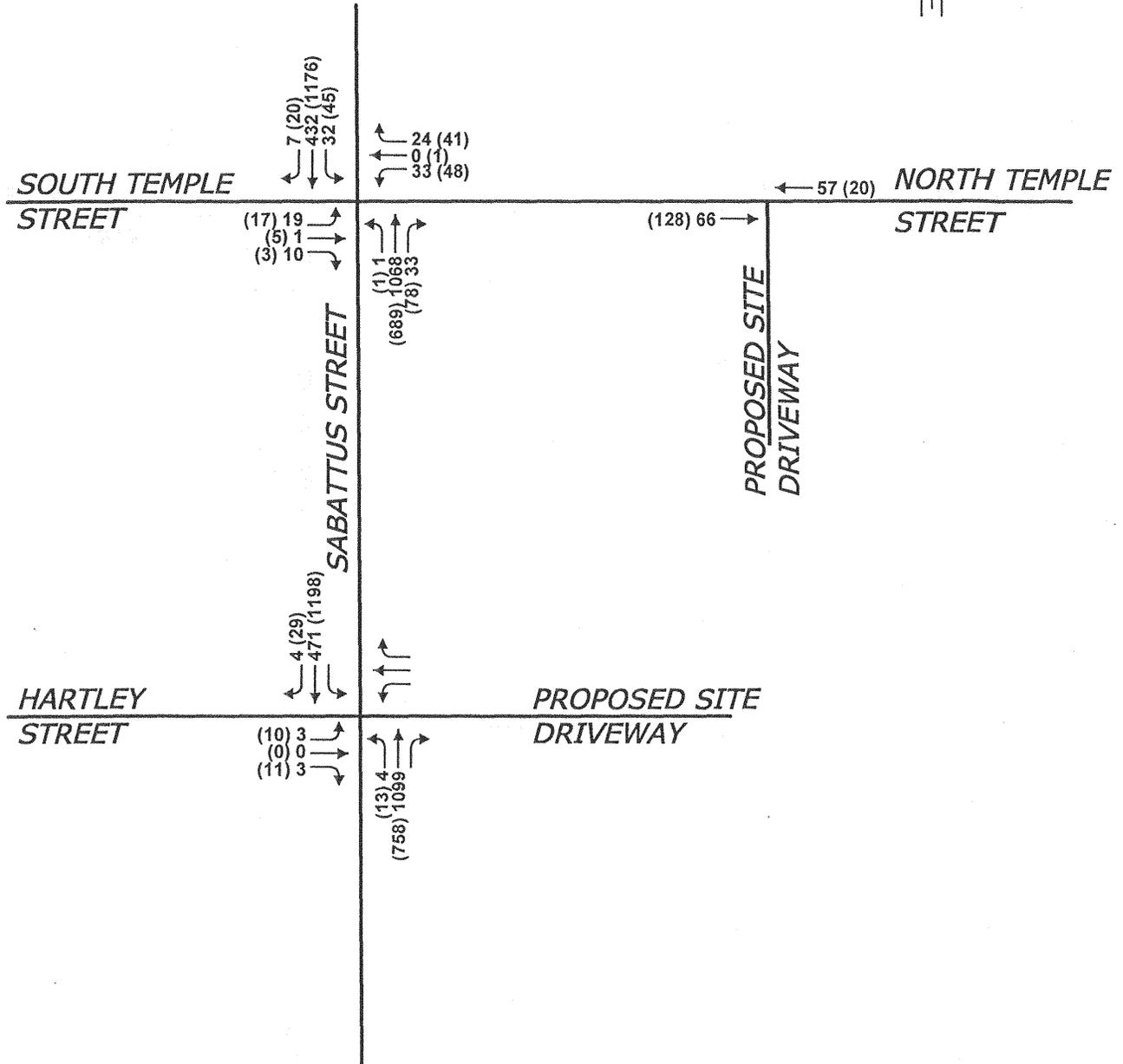
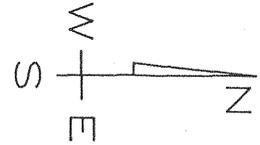


XX = AM
 (XX) = PM

FAMILY DOLLAR, LEWISTON, MAINE

Design: TLG Scale: NONE
 Draft: CG Date: NOV 2013
 Checked: RED File Name: 2765-01-TRAFF.dwg

GP Gorrill-Palmer Consulting Engineers, Inc.
 Engineering Excellence Since 1998
 PO Box 1237 207-657-6910
 15 Shaker Road Fax: 207-657-6912
 Gray, ME 04039 mailbox@gorrillpalmer.com
 www.gorrillpalmer.com



SEASONAL ADJUSTMENTS-MDOT GROUP 1

FOR JUNE $\frac{0.89}{0.88} = 1.011$

FOR OCTOBER $\frac{0.95}{0.88} = 1.08$

BUILD OUT YEAR 2014: USE 1% INCREASE

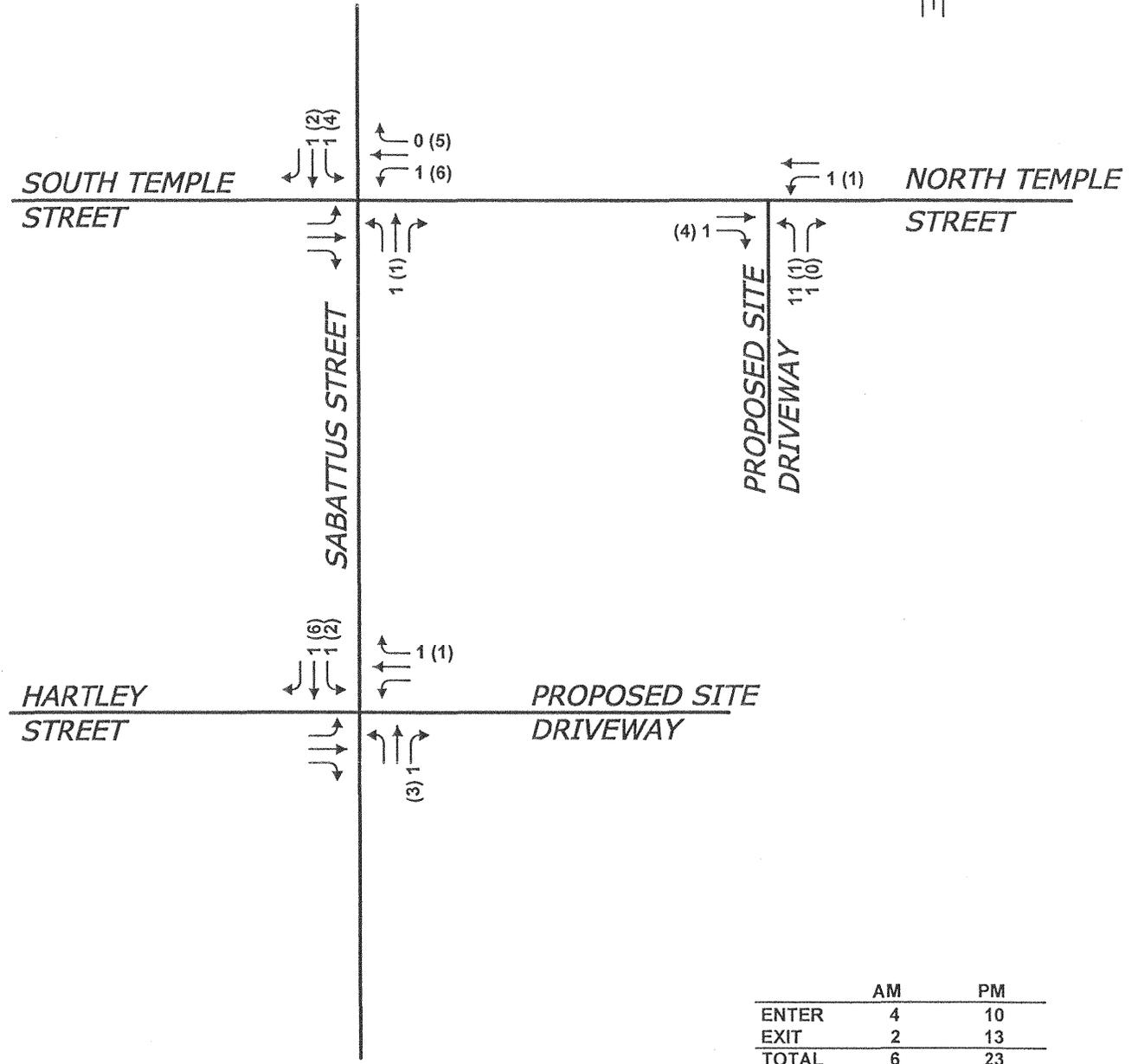
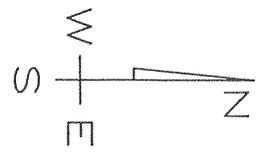
XX = AM
(XX) = PM

FAMILY DOLLAR, LEWISTON, MAINE

Design: TLG Scale: NONE
 Draft: CG Date: NOV 2013
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 15 Shaker Road Fax: 207-657-6912
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 www.gorrilpalmer.com

Trip Assignment



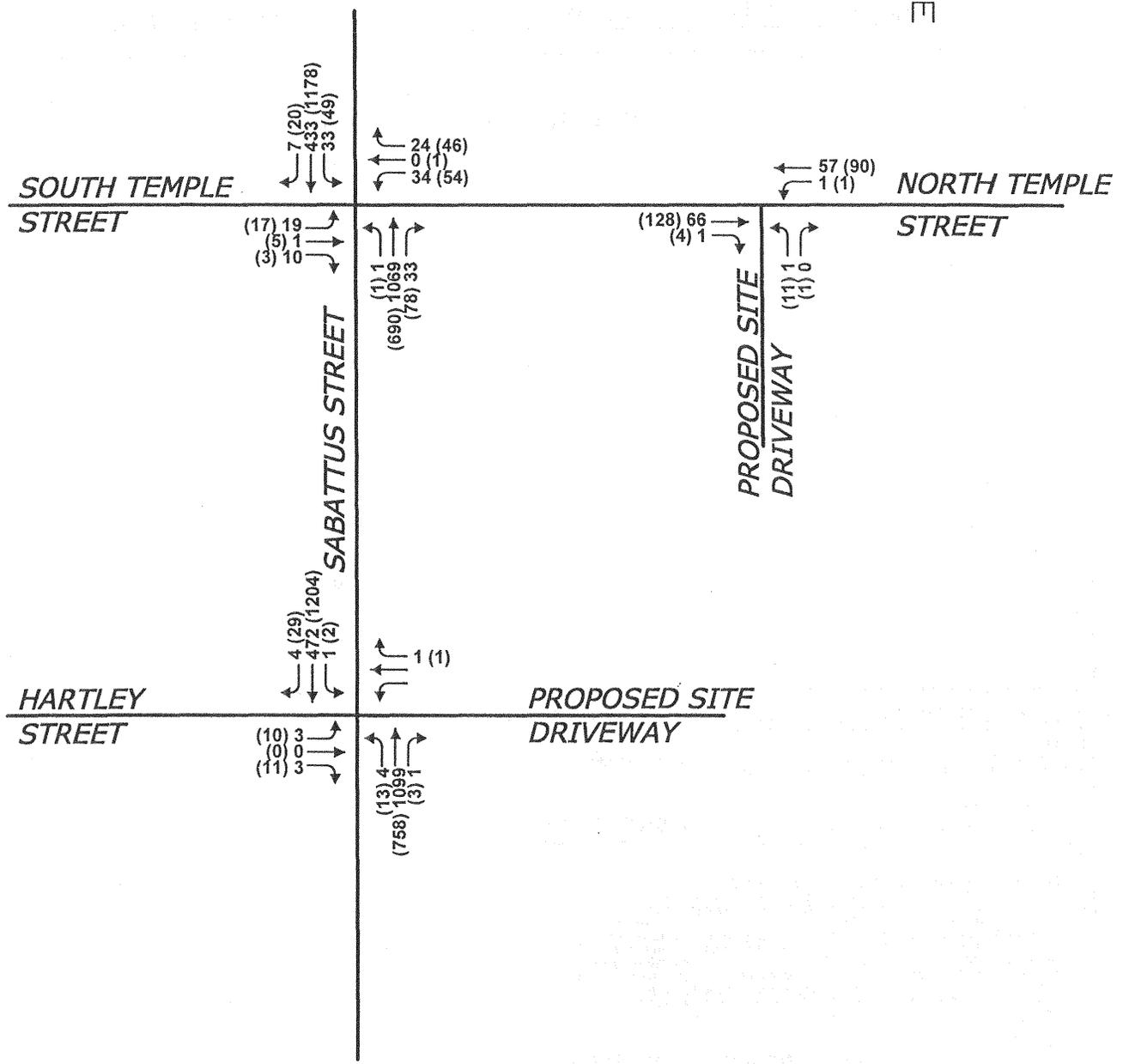
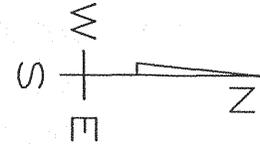
	AM	PM
ENTER	4	10
EXIT	2	13
TOTAL	6	23

XX = AM
(XX) = PM

FAMILY DOLLAR, LEWISTON, MAINE

Design: TLG Scale: NONE
 Draft: CG Date: NOV 2013
 Checked: RED File Name: 2765-01-TRAFF.dwg

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 15 Shaker Road Fax: 207-657-6912
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 www.gorrillpalmer.com



XX = AM
(XX) = PM

FAMILY DOLLAR, LEWISTON, MAINE

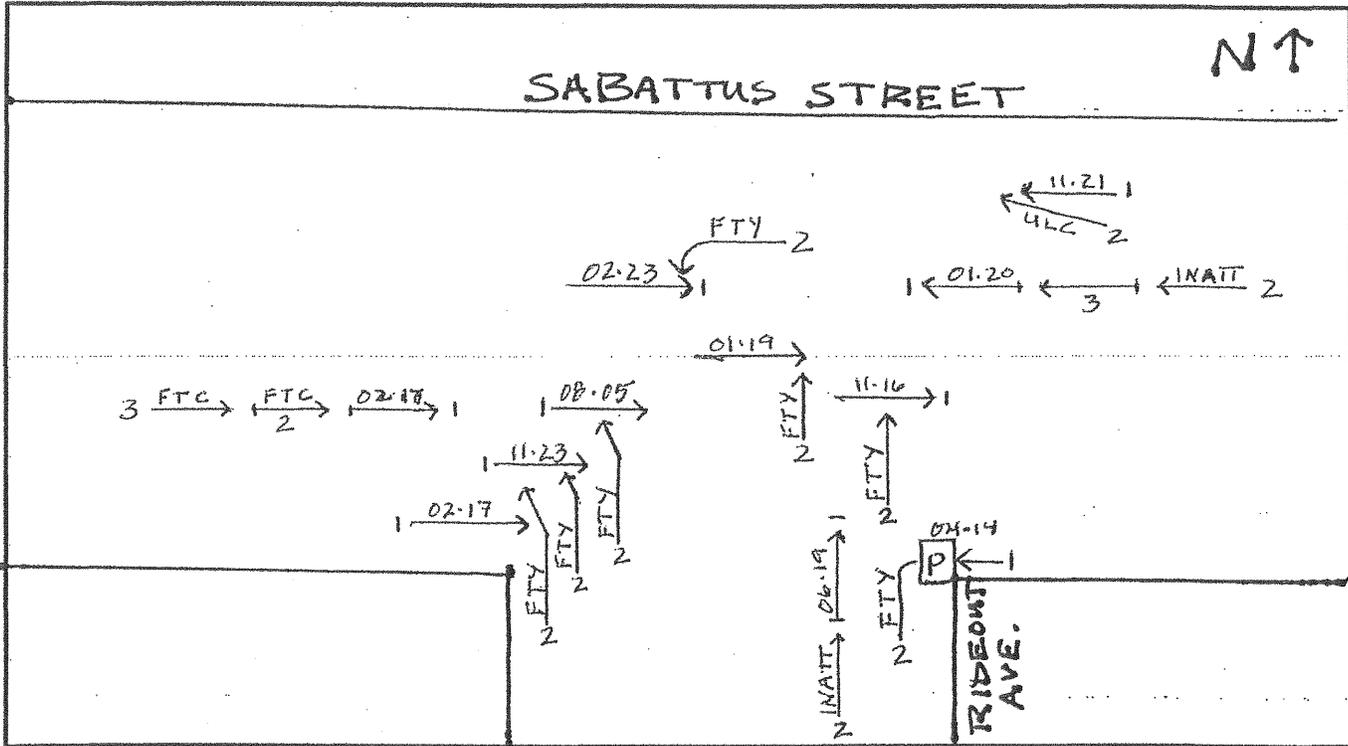
COLLISION DIAGRAM

SHEET 1 OF 2

LOCATION Sabattus Street @ Ridcut Avenue

TOWN Lewiston, ME NODE NO(S) 3396

YEARS REVIEWED 2010 - 2012 DATE PREPARED 06.12.2013



CRITICAL RATE FACTOR _____ EQUIV. PROP. DAMAGE ACC/YEAR _____ ACC/MEV _____

- LIGHT**
1. DAWN (MORNING)
 2. DAYLIGHT
 3. DUSK (EVENING)
 4. DARK (ST. LIGHTS ON)
 5. DARK (NO ST. LIGHTS)
 6. DARK (ST. LIGHTS OFF)
 7. OTHER
- ROAD SURFACE**
1. DRY
 2. WET
 3. SNOW/SLUSH-SANDED
 4. ICE/PACKED SNOW-SANDED
 5. MUDDY
 6. DEBRIS
 7. OILY
 8. SNOW/SLUSH-NOT SANDED
 9. ICE-PKD. SNOW-NOT SANDED
 10. OTHER
- APPARENT CONTRIBUTING FACTORS - HUMAN**
1. NO IMPROPER ACTION
 2. FAIL TO YLD. RIGHT OF WAY
 3. ILLEGAL UNSAFE SPEED
 4. FOLLOW TOO CLOSE
 5. DISREGARD TRAFFIC CONTROL DEVICE
 6. DRIVING LEFT OF CENTER-NO PASSING
 7. IMPROPER PASS-OVERTAKING
 8. IMP. UNSAFE LANE CHANGE
 9. IMP. PARKING START/STOP
 10. IMPROPER TURN
 11. UNSAFE BACKING
 12. NO SIGNAL OR IMP. SIGNAL
 13. IMPEDING TRAFFIC
 14. DRIVER INATTENTION-DISTRACTION
 15. DRIVER INEXPERIENCE
 16. PEDEST. VIOLATION ERROR
 17. PHYSICAL IMPAIRMENT
 18. VISION OBSCURED-WINDSHIELD GLASS
 19. VISION OBSCURED-SUN/HEADLIGHTS
 20. OTHER VISION OBSCUREMENT
 30. OTHER HUMAN VIOLATION FACTOR
 31. HIT AND RUN
 51. UNKNOWN
- VEHICULAR**
41. DEFECTIVE BRAKES
 42. DEFECTIVE TIRE/FAILURE
 43. DEFECTIVE LIGHTS
 44. DEFECTIVE SUSPENSION OR FACTOR
 45. DEFECTIVE STEERING
 50. OTHER VEHICLE DEFECT
 51. UNKNOWN

SYMBOLS

ANGLE →

BACKING →

FIXED OBJECT →

HEAD ON →

OVERTURN →

PARKED VEHICLE →

PEDESTRIAN → P

REAR END →

SIDE SWIPE →

TURNING MOVE →

CHANGE LANE →

OUT OF CONTROL →

FATAL ACCIDENT ●

VEHICLE (MOVING) →

BICYCLE --- B

ANIMAL --- A

SLED --- S

WEATHER

C = CLEAR
SL = SLEET

F = FOG
S = SNOW

R = RAIN
CL = CLOUDY
XW = CROSS WINDS

INJURIES

K = FATAL
A = INCAPACITATING

B = NON-INCAPACITATING
C = POSSIBLE INJURY

REPORT NO.	DATE	TIME	INJURIES				LIGHT	ROAD SURFACE	ACF	OTHER
			K	A	B	C				
65.AC	01.19.10	14:59					1	3	2	
650.AC	08.05.10	07:36					1	1	2	
995.AC	11.21.10	15:48					1	1	8	
1003.AC	11.23.10	07:42					1	2	2	
188.AC	02.17.11	17:02					1	1	2	
198.AC	02.23.11	16:33					1	1	2	
346.AC	04.14.11	15:41					1	1	2	Pedestrian
946.AC	11.16.11	08:09					1	1	2	

S:\SHEETS\COLLISION DIAGRAM.DWG



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041

CHANDLER E. WOODCOCK
COMMISSIONER

October 18, 2013

Douglas Reynolds
Gorrill-Palmer Consulting Engineers, Inc.
P.O. Box 1237, 15 Shaker Rd.
Gray, ME 04039

RE: Information Request - Family Dollar - Sabattus Street, Lewiston

Dear Douglas:

Per your request received October 01, 2013, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and fisheries habitat concerns within the vicinity of the *Family Dollar - Sabattus Street Project* in Lewiston.

Our information indicates no locations of Endangered, Threatened, or Special Concern species within the project area. Additionally, our Department has not mapped any Essential or Significant Wildlife Habitats that would be directly affected by your project. There is a stream in the vicinity of this parcel. We do not have data to determine the value of potential fisheries at this site, however, we recommend that a 100' undisturbed vegetated buffer be maintained between proposed clearings and the stream to best protect water quality.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

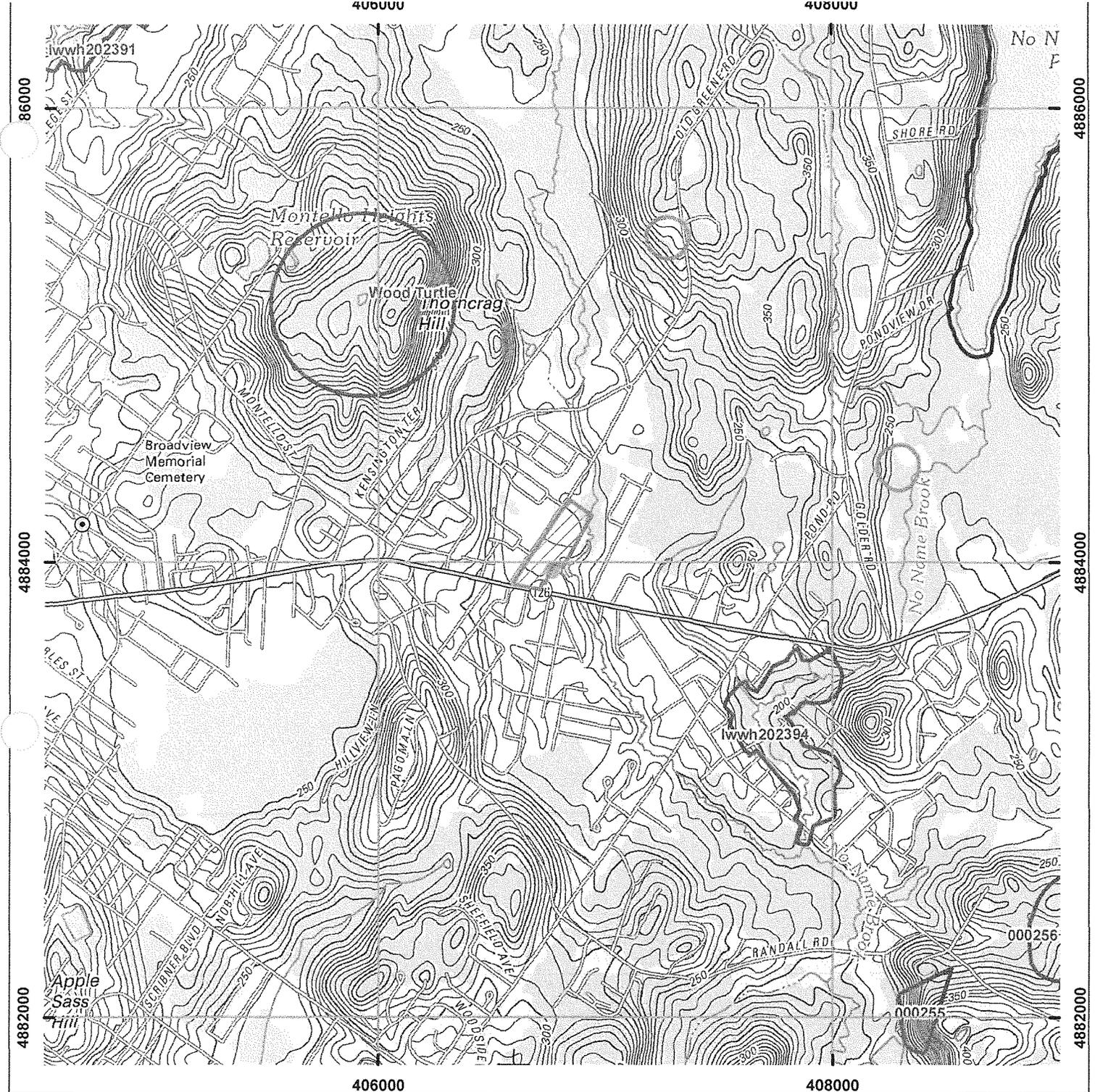
Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

John Perry
Environmental Review Coordinator

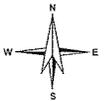
406000

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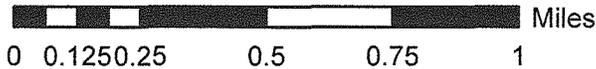


Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: Family Dollar - Sabattus Street, Lewiston (Version 1)



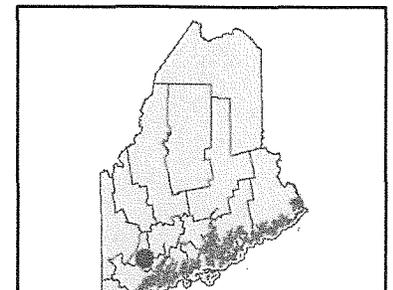
Maine Department of
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

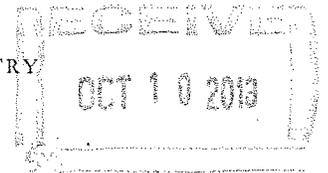
Date: 10/9/2013

	ProjectPoints		Deer Winter Area		Roseate Tern
	ProjectLines		LURC p-fw		Piping Plover/Least Tern
	ProjectPolys		Cooperative DWAs		Aquatic ETSc (2.5 mi review)
	ProjectSearchAreas		Seabird Nesting Islands		Rare Mussels (5 mi review)
			Shorebird Areas		A and B List Ponds
			Inland Waterfowl/Wading Bird		Arctic Charr Habitat
			Shoreland Zoning_lwwh		E. Brook Trout Joint Venture Subwatershed Classification
			Tidal Waterfowl/Wading Bird		Redfin Pickerel/Swamp Darter Habitats (buffer100ft)
			Significant Vernal Pools		Special Concern-occuied habitats(100ft buffer)





STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
93 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0093



PAUL R. LEPAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

October 7, 2013

Douglas Reynolds
Gorrill-Palmer Consulting Engineers
15 Shaker Road
Gray, ME 04039

Re: Rare and exemplary botanical features in proximity to: Project 2765-01, Retail Development, Sabattus Street, Lewiston Maine

Dear Mr. Reynolds:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received October 4, 2013 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Lewiston, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

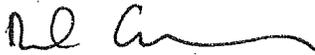
The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

Letter to Douglas Reynolds, Gorrill-Palmer
Comments RE: Sabbatus Street, Lewiston
October 7, 2013
Page 2 of 2

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron
Ecologist
Maine Natural Areas Program
207-287-8041
don.s.cameron@maine.gov



U.S. Fish and Wildlife Service

Natural Resources of Concern

This resource list is to be used for planning purposes only — it is not an official species list.

Endangered Species Act species list information for your project is available online and listed below for the following FWS Field Offices:

MAINE ECOLOGICAL SERVICES FIELD OFFICE
17 GODFREY DRIVE, SUITE 2
ORONO, ME 04473
(207) 866-3344
<http://www.fws.gov/mainefieldoffice/index.html>

Project Name:

Family Dollar Lewiston



U.S. Fish and Wildlife Service

Natural Resources of Concern

Project Location Map:



Project Counties:

Androscoggin, ME

Geographic coordinates (Open Geospatial Consortium Well-Known Text, NAD83):

MULTIPOLYGON (((-70.1672597 44.1022647, -70.1648564 44.1048842, -70.1629252 44.1042062, -70.1635689 44.1018025, -70.1637835 44.1018025, -70.1672597 44.1022647)))

Project Type:

Development



Natural Resources of Concern

Endangered Species Act Species List (USFWS Endangered Species Program).

There are a total of 2 threatened, endangered, or candidate species, and/or designated critical habitat on your species list. Species on this list are the species that may be affected by your project and could include species that exist in another geographic area. For example, certain fishes may appear on the species list because a project could cause downstream effects on the species. Please contact the designated FWS office if you have questions.

Species that may be affected by your project: ([View all critical habitat on one map](#))

Fishes	Status	Species Profile		Contact
Atlantic salmon (<i>Salmo salar</i>) Population: Expanded Gulf of Maine DPS	Endangered	species info	Final designated critical habitat	Maine Ecological Services Field Office
Flowering Plants				
Small Whorled pogonia (<i>Isotria medeoloides</i>)	Threatened	species info		Maine Ecological Services Field Office

FWS National Wildlife Refuges (USFWS National Wildlife Refuges Program).

There are no refuges found within the vicinity of your project.

FWS Migratory Birds (USFWS Migratory Bird Program).

Most species of birds, including eagles and other raptors, are protected under the Migratory Bird Treaty Act (16 U.S.C. 703). Bald eagles and golden eagles receive additional protection under the [Bald and Golden Eagle Protection Act](#) (16 U.S.C. 668). The Service's [Birds of Conservation Concern \(2008\)](#) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

NWI Wetlands (USFWS National Wetlands Inventory).

The U.S. Fish and Wildlife Service is the principal Federal agency that provides information on the extent and status of wetlands in the U.S., via the National Wetlands Inventory Program (NWI). In addition to impacts to wetlands within your immediate project area, wetlands outside of your project area may need to be considered



U.S. Fish and Wildlife Service

Natural Resources of Concern

in any evaluation of project impacts, due to the hydrologic nature of wetlands (for example, project activities may affect local hydrology within, and outside of, your immediate project area). It may be helpful to refer to the USFWS National Wetland Inventory website. The designated FWS office can also assist you. Impacts to wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes. Project Proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate U.S. Army Corps of Engineers District.

The following wetlands intersect your project area:

Wetland Types	NWI Classification Code	Approximate Acres
Freshwater Forested/Shrub Wetland	PSSIC	6.850833
Freshwater Pond	PUBH	0.125621



**PENOBSCOT INDIAN NATION
CULTURAL & HISTORIC PRESERVATION DEPARTMENT
CHRIS SOCKALEXIS – TRIBAL HISTORIC PRESERVATION OFFICER
12 WABANAKI WAY, INDIAN ISLAND, ME 04468
E-MAIL: Chris.Sockalexis@penobscotnation.org FAX: 207-817-7450**

NAME	Douglas E. Reynolds
ADDRESS	Gorrill-Palmer Consulting Engineers, Inc. PO Box 1237 15 Shaker Road Gray, ME 04039
OWNER'S NAME	HRES Investments 2, LLC
TELEPHONE	(207) 657-6910
FAX	(207) 657-6912
EMAIL	dreynolds@gorrillpalmer.com
PROJECT NAME	Proposed Retail Development - Intersection of North Temple Street and Sabattus Street
PROJECT SITE	Lewiston, ME
DATE OF REQUEST	September 26, 2013
DATE REVIEWED	October 8, 2013

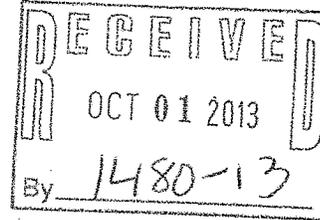
Thank you for the opportunity to comment on the above referenced project. This project appears to have no impact on a structure or site of historic, architectural or archaeological significance to the Penobscot Nation as defined by the National Historic Preservation Act of 1966, and subsequent updates.

Also, if Native American cultural materials are encountered during the course of the project, please contact me at (207) 817-7471. Thank you.

CHRIS SOCKALEXIS, THPO
Penobscot Nation



September 30, 2013



Mr. Earle G. Shettleworth, Jr.
State Historic Preservation Officer
Maine Historic Preservation Commission
55 Capitol Street
State House Station 65
Augusta, ME 04333

**Subject: Proposed Retail Development
Lewiston, Maine**

Dear Mr. Shettleworth:

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine. The Project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2+/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

The development of the site is anticipated to include an 8,320 sq. ft Family Dollar. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site.

Abutting land uses include:

- North – Residential
- South – Commercial
- East – Commercial
- West – Commercial

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act.

Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

Kirk F. Mohney
Kirk F. Mohney,
Deputy State Historic Preservation Officer
Maine Historic Preservation Commission

10/9/13
Date

We are interested in determining the presence of any structure or area on the site with historical, architectural or archeological significance as defined by the National Historic Preservation Act of 1996.

Please contact me should you have any questions regarding the proposed project.

Gorrill-Palmer Consulting Engineers, Inc.

Mr. Shettleworth
September 30, 2013
Page 2 of 2

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Douglas E. Reynolds, P.E.
Project Engineer

Enc.

Copy: Kathleen Hess, HRES Investments 2, LLC.



Gorrill-Palmer Consulting Engineers, Inc.

Engineering Excellence Since 1998

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

September 26, 2013

Attn: Donald Soctomah, THPO
Passamaquoddy Tribe of Indians
Pleasant Point Reservation
PO Box 343
Perry, ME 04667

Subject: Presence of Historic, Archaeological or Tribal Resources
Proposed Retail Development
Lewiston, Maine

Dear Mr. Soctomah:

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine. The Project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2+/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

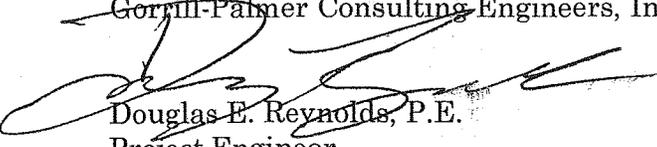
The development of the site is anticipated to include an 8,320 sq. ft Family Dollar. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site.

Gorrill-Palmer requests information from the Passamaquoddy Tribe relative to the presence of any nearby historic, archaeological or tribal resources.

Thank you for your consideration. If you have any questions regarding the proposed project, please contact our office or email me directly at dreynolds@gorrillpalmer.com.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Douglas E. Reynolds, P.E.
Project Engineer

Enc.

Copy: Kathleen Hess, HRES Investments 2, LLC.



Gorrill-Palmer Consulting Engineers, Inc.

Engineering Excellence Since 1998

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

September 26, 2013

Attn: Donald Soctomah, THPO
Passamaquoddy Tribe of Indians
Indian Township Reservation
PO Box 301
Princeton, ME 04668

Subject: Presence of Historic, Archaeological or Tribal Resources
Proposed Retail Development
Lewiston, Maine

Dear Mr. Soctomah:

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine. The Project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2+/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

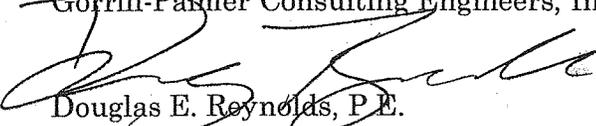
The development of the site is anticipated to include an 8,320 sq. ft Family Dollar. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site.

Gorrill-Palmer requests information from the Passamaquoddy Tribe relative to the presence of any nearby historic, archaeological or tribal resources.

Thank you for your consideration. If you have any questions regarding the proposed project, please contact our office or email me directly at dreynolds@gorrillpalmer.com.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.


Douglas E. Reynolds, P.E.
Project Engineer

Enc.

Copy: Kathleen Hess, HRES Investments 2, LLC.

September 26, 2013

Attn: Victoria Higgins, Chief
Aroostook Band of Micmacs
7 Northern Road
Presque Isle, ME 04769

Subject: Presence of Historic, Archaeological or Tribal Resources
Proposed Retail Development
Lewiston, Maine

Dear Ms. Higgins:

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine. The Project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2+/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

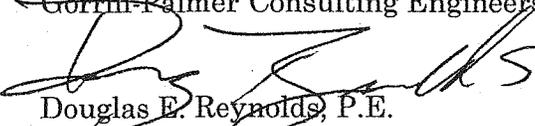
The development of the site is anticipated to include an 8,320 sq. ft Family Dollar. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site.

Gorrill-Palmer requests information from the Aroostook Band of Micmacs relative to the presence of any nearby historic, archaeological or tribal resources.

Thank you for your consideration. If you have any questions regarding the proposed project, please contact our office or email me directly at dreynolds@gorrillpalmer.com.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.


Douglas E. Reynolds, P.E.
Project Engineer

Enc.

Copy: Kathleen Hess, HRES Investments 2, LLC.

September 26, 2013

Attn: Shari Venno, Environmental Planner
Houlton Band of Maliseet Indians
88 Bell Road
Littleton, ME 04730

Subject: Presence of Historic, Archaeological or Tribal Resources
Proposed Retail Development
Lewiston, Maine

Dear Ms. Venno:

HRES Investments 2, LLC. has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for a proposed retail development on Sabattus Street in Lewiston, Maine. The Project site is located on the northeast corner of the intersection of North Temple Street and Sabattus Street. The site consists of a portion of Lot 84 on Tax Map 90 on the Lewiston Assessor's Map and comprises approximately 1.2+/- acres. The proposed lot has approximately 240 feet of frontage along Sabattus Street and 245 feet along North Temple Street. The project site is currently undeveloped and is a mix of lawn and scrub shrub. Refer to Figure 1 – Location Map, attached to this letter, for the project location.

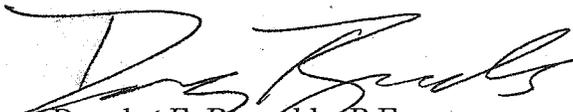
The development of the site is anticipated to include an 8,320 sq. ft Family Dollar. Driveways located off Sabattus Street, as well as off North Temple Street, will access the site.

Gorrill-Palmer requests information from the Houlton Band of Maliseet relative to the presence of any nearby historic, archaeological or tribal resources.

Thank you for your consideration. If you have any questions regarding the proposed project, please contact our office or email me directly at dreynolds@gorrillpalmer.com.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.


Douglas E. Reynolds, P.E.
Project Engineer

Enc.

Copy: Kathleen Hess, HRES Investments 2, LLC.

FAMILY DOLLAR



PROJECT PARCEL SITE TOWN NAME ASSESSOR'S MAP & LOT NUMBERS	
MAP	LOT
90	84

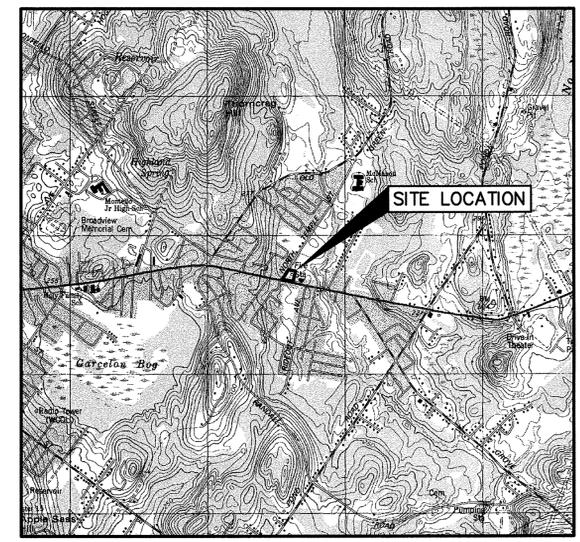
Applicant:
HRES INVESTMENTS 2, LLC
 5100 WEST KENNEDY BLVD. SUITE 100
 TAMPA, FL 33609

FAMILY DOLLAR

LEWISTON, MAINE

PREPARED BY:

GP Gorrill-Palmer Consulting Engineers, Inc.
Engineering Excellence since 1998
 PO Box 1237 207-657-6910
 15 Shaker Road 15 Shaker Road FAX: 207-657-6912
 Gray, ME 04039 E-Mail: mailbox@gorrillpalmer.com



LOCATION MAP
N.T.S.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	BUILDING	
	RIGHT OF WAY	
	PROPERTY LINE	
	BUILDING SETBACK	
	ZONE LINE	
	WETLAND BOUNDARY	
	GUIDE RAIL	
	EDGE OF PAVEMENT	
	EDGE OF GRAVEL DRIVE	
	GRADING CONTOUR LINE	
	SPOT ELEVATION	
	TREELINE	
	TREES & HEDGES	
	POLE WITH LIGHT FIXTURE(S)	
	UTILITY POLE	
	FREESTANDING SIGN	
	PAINTED DIRECTIONAL TRAFFIC ARROW	
	OVERHEAD ELECTRIC/TELEPHONE	
	UNDERGROUND ELECTRIC/TELEPHONE	
	WATER LINE	
	STORM DRAIN LINE	
	CULVERT	
	HYDRANT	
	WATER GATE VALVE	
	WATER SHUT OFF VALVE	
	MANHOLE	
	CATCH BASIN	
	TEST PIT	
	IRON ROD (SET)	
	IRON ROD (FOUND)	
	MONUMENT	
	RIPRAP	
	SILT FENCE - PERIMETER	
	STONE SEDIMENT BARRIER	
	FENCE	
	WELL	

GENERAL NOTES

GENERAL NOTES

- TOPOGRAPHIC DATA AND EXISTING CONDITIONS WAS PREPARED BY TITCOMB ASSOCIATES OF FALMOUTH, MAINE ON 04/25/2013.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTIONS OF THE OWNER, THE CITY OF LEWISTON OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
- ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
- ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, AND/OR CITY OF LEWISTON SPECIFICATIONS.
- WETLANDS ON THIS PLAN WERE DELINEATED BY BOYLE ASSOCIATES AND GPS LOCATED BY BOYLE ASSOCIATES.

PERMITTING NOTES

- THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A SITE PLAN APPROVAL FROM THE CITY OF LEWISTON. THE CONSTRUCTION WILL BE GOVERNED BY THE CITY OF LEWISTON ZONING ORDINANCE WHICH IS AVAILABLE FOR VIEWING AT THE OFFICE OF THE ENGINEER OR THE MUNICIPAL OFFICE.
- THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A CONSTRUCTION GENERAL PERMIT AND NRPA PERMIT FROM MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.

LAYOUT NOTES

- ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB.
- OFFSETS TO CATCH BASINS AND MANHOLES ARE TO THE CENTER OF THE FRAME.
- PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE-HALF OF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
- PROPERTY LINE AND R.O.W. MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, BY A MAINE LICENSED LAND SURVEYOR.
- PROPOSED RIGHT OF WAY MONUMENTS AND PROPERTY LINE PINS SHALL BE INSTALLED UNDER THE DIRECTION OF A MAINE LICENSED LAND SURVEYOR.
- CURB RADII UNLESS OTHERWISE NOTED ON THE PLAN SHALL BE A MINIMUM OF 3'.

UTILITY NOTES

- ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO LEWISTON SEWER-WATER DIVISION STANDARDS. ALL WATER DISTRIBUTION PIPING SHALL BE CLASS 52 DUCTILE IRON PIPE, DOUBLE CEMENT LINED AND BITUMINOUS COATED CONFORMING TO AWWA/ANSI C104/A21.4. DISINFECTION OF WATER LINES SHALL CONFORM TO AWWA STANDARD C651, LATEST REVISION.
- THE LOCATION OF THE PROPOSED UNDERGROUND ELECTRICAL SERVICE IS APPROXIMATE AND THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION WITH CENTRAL MAINE POWER COMPANY.
- THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL BE PLACED ON THE WATER DISTRIBUTION LINES AT ALL BENDS, TEES, VALVES, CHANGES IN DIRECTION, ETC. THE THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL MEET THE REQUIREMENTS OF THE LEWISTON SEWER-WATER DIVISION STANDARDS.
- TEST PITS AT ALL UTILITY CROSSINGS SHALL BE COMPLETED TWO WEEKS IN ADVANCE OF THE START OF CONSTRUCTION OR ORDERING OF MATERIALS. TEST PIT INFORMATION SHALL BE PROMPTLY PROVIDED TO ENGINEER FOR REVIEW.
- ALL GAS UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO UNILIT STANDARDS.

GRADING AND DRAINAGE NOTES

- UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 603- PIPE CULVERTS AND STORM DRAINS, LATEST REVISION WITH THE EXCEPTION THAT THE ONLY ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:
 REINFORCED CONCRETE PIPE, CLASS III
 POLYVINYL-CHLORIDE (PVC) PIPE
 SMOOTH BORE POLYETHYLENE - ADS OR HANCOR
- TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED ON SITE AT A LOCATION TO BE DESIGNATED BY THE OWNER. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFF SITE.
- THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.

EROSION CONTROL NOTES

- LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE THAT CAUSES THE LEAST PRACTICAL DISTURBANCE OF THE SITE.
- PRIOR TO BEGINNING ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL THE PERIMETER SILT FENCES AND THE CONSTRUCTION ENTRANCE.
- ALL GROUND AREAS DISTURBED FOR CONSTRUCTION WILL BE GRADED, LOAMED AND SEEDED AS SOON AS POSSIBLE. PERMANENT SEED MIXTURE SHALL CONFORM TO THE SEEDING PLAN CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C403.
- PRIOR TO PAVING, THE CONTRACTOR SHALL FLUSH SEDIMENT FROM ALL STORM DRAIN LINES, REMOVE ACCUMULATED SEDIMENT FROM SUMPS AND INVERTS AND PROPERLY DISPOSE OF.
- ALL CATCH BASINS WITH OUTLET PIPES 18" DIAMETER OR LESS SHALL BE PROVIDED WITH A "SNOOT" SEDIMENTATION HOOD PER DETAIL.
- SILT FENCES SHALL BE INSPECTED, REPAIRED AND CLEANED AS NOTED IN THE EROSION CONTROL NOTES.
- THE CONTRACTOR SHALL REPAIR AND ADD STONE TO THE CONSTRUCTION ENTRANCE AS IT BECOMES SATURATED WITH MUD TO ENSURE THAT IT WORKS AS PLANNED DURING CONSTRUCTION.
- SILT REMOVED FROM AROUND INLETS AND BEHIND THE SILT FENCES SHALL BE PLACED ON A TOPSOIL STOCKPILE AND MIXED INTO IT FOR LATER USE IN LANDSCAPING OPERATIONS.
- EROSION CONTROL NOTES ACCOMPANY THIS PLAN SET AND ARE CONTAINED ON DRAWING C403 OF THIS PLAN SET.
- THE MAINTENANCE SCHEDULE FOR THE CATCH BASIN SEDIMENT SUMPS IS CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C403.
- THE CONTRACTOR IS CAUTIONED THAT FAILURE TO COMPLY WITH THE SEQUENCE OF CONSTRUCTION, EROSION/SEDIMENT CONTROL PLAN, AND OTHER PERMIT REQUIREMENTS BASED UPON ANY THIRD PARTY REVIEW (ie MDEP) MAY RESULT IN MONETARY PENALTIES. THE CONTRACTOR SHALL BE ASSESSED ALL SUCH PENALTIES AT NO COST TO THE OWNER OR PERMITTEE.
- ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOAMED AND SEEDED, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- ALL DISTURBED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL PRIOR TO PERMANENT SEEDING.

UTILITIES

WATER:
 LEWISTON SEWER-WATER DIVISION
 103 ADAMS AVENUE
 LEWISTON, MAINE 04240
 (207) 784-5999
 CONTACT: KEVIN GAGNE

SEWER:
 LEWISTON SEWER-WATER DIVISION
 103 ADAMS AVENUE
 LEWISTON, MAINE 04240
 (207) 784-5999
 CONTACT: KEVIN GAGNE

ELECTRIC:
 CENTRAL MAINE POWER
 162 CANCO ROAD
 PORTLAND, MAINE 04103
 (207) 828-2882
 CONTACT: JAMES COUGH

TELEPHONE:
 VERIZON
 5 DAVIS FARM ROAD
 PORTLAND, MAINE 04103
 (207) 797-1842
 CONTACT: TROY MACDONALD

CABLE:
 TIME WARNER CABLE
 118 JOHNSON ROAD
 PORTLAND, MAINE 04102
 (207) 253-2222
 (800) 552-3047
 CONTACT: KRISTINA KATSONIS

GAS:
 UNILIT CORPORATION
 1075 FOREST AVENUE
 PORTLAND, MAINE 04103
 CONTACT: SAM MURRAY

INDEX

C001	COVER SHEET, GENERAL NOTES, & LEGEND
C101	EXISTING CONDITIONS PLAN
C102	SITE AND UTILITY PLAN
C103	GRADING, DRAINAGE & EROSION CONTROL PLAN
C401	DETENTION POND PLAN AND DETAILS
C402	SITE AND UTILITY DETAILS
C403	GRADING, DRAINAGE, AND EROSION CONTROL DETAILS
L101	EROSION CONTROL NOTES
	LANDSCAPING PLAN

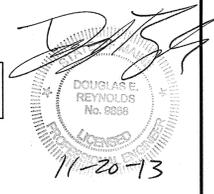
CALL BEFORE YOU DIG
 1-888-344-7233

APPROVED BY CITY OF LEWISTON

DATE: _____

IF DEVELOPMENT HAS NOT OCCURRED, AS DEFINED WITHIN THE SCOPE OF THE CITY OF LEWISTON ZONING AND LAND USE CODE, WITHIN TWO YEARS, DEVELOPMENT REVIEW APPROVAL SHALL EXPIRE. THE APPLICANT MAY NOT BEGIN CONSTRUCTION OR OPERATION OF THE DEVELOPMENT UNTIL A NEW APPROVAL IS GRANTED.

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



U:\2785.01 Family Dollar Lewiston.VZ - CAD\dwg\2785-01-COVER.dwg - 11/20/2013 9:03 AM

Rev.	Date	Revision

SITE PLAN REVIEW	11/1/13	AMP
Issued For	Date	By

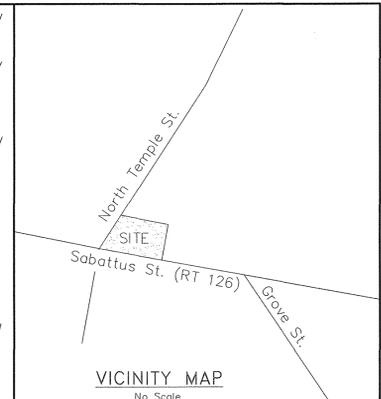
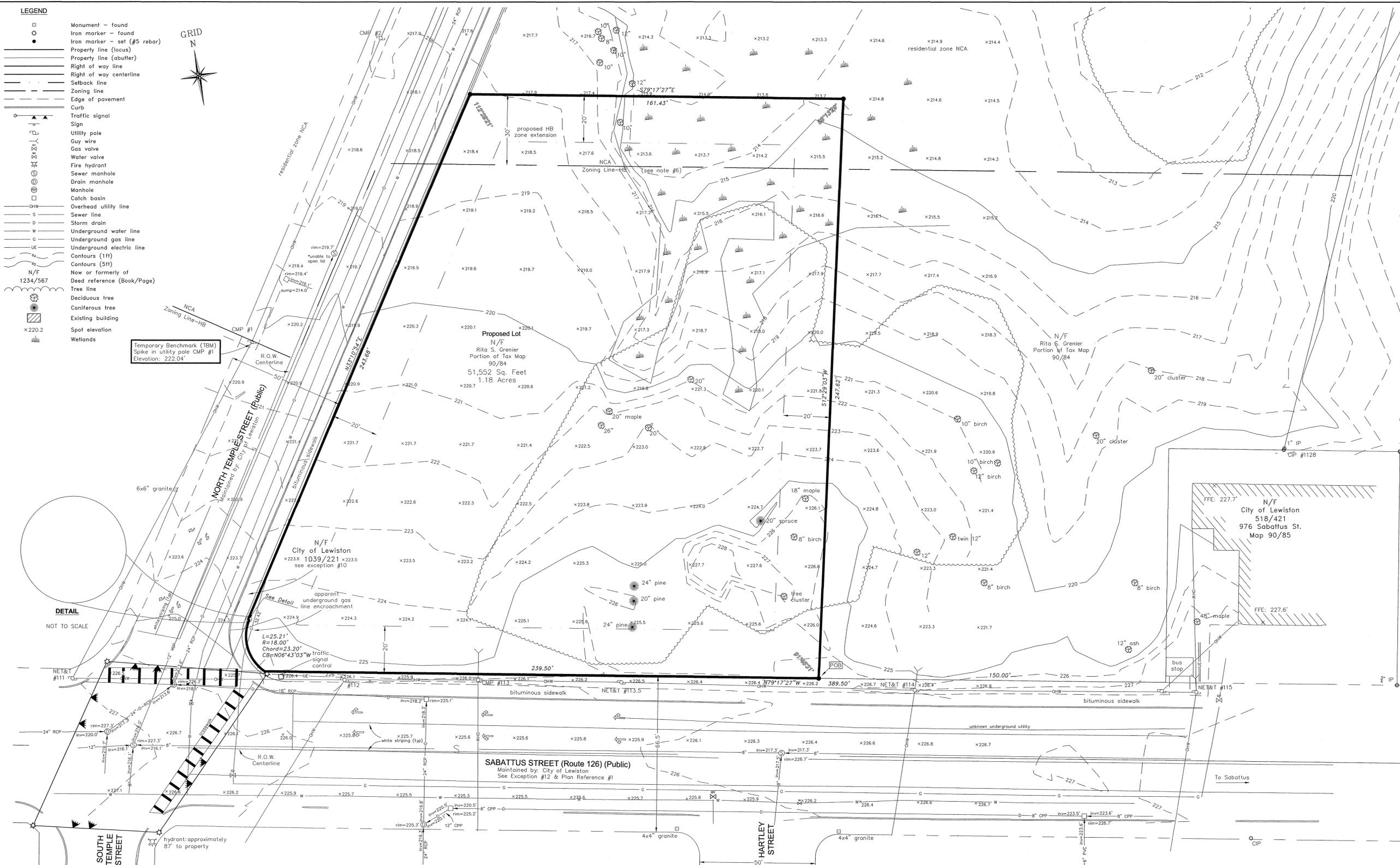
Design: -	Draft: CG	Date: SEPT 2013
Checked: AMP	Scale: 1"=20'	Job No.: 2785.01
File Name: 2785-01-COVER.dwg		
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.		

GP Gorrill-Palmer Consulting Engineers, Inc.
Engineering Excellence Since 1998
 PO Box 1237 207-657-6910
 15 Shaker Road 15 Shaker Road FAX: 207-657-6912
 Gray, ME 04039 E-Mail: mailbox@gorrillpalmer.com

Drawing Name:	Cover Sheet
Project:	Family Dollar 964 Sabattus Street, Lewiston, Maine
Client:	HRES Investments 2, LLC 5100 West Kennedy Blvd, Suite 100, Tampa FL 33609

Drawing No.
C001

- LEGEND**
- Monument - found
 - Iron marker - found
 - Iron marker - set (#5 rebar)
 - Property line (locus)
 - Property line (abutment)
 - Right of way line
 - Right of way centerline
 - Setback line
 - Zoning line
 - Edge of pavement
 - Curb
 - Traffic signal
 - Sign
 - Utility pole
 - Guy wire
 - Gas valve
 - Water valve
 - Fire hydrant
 - Sewer manhole
 - Drain manhole
 - Manhole
 - Catch basin
 - Overhead utility line
 - Sewer line
 - Storm drain
 - Underground water line
 - Underground gas line
 - Underground electric line
 - Contours (11)
 - Contours (5ft)
 - N/F
 - Dead reference (Book/Page)
 - Tree line
 - Deciduous tree
 - Coniferous tree
 - Existing building
 - Spot elevation
 - Wetlands



- NOTES**
- 1) Book and Page references are to the Androscoggin County Registry of Deeds, unless otherwise noted.
 - 2) Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.
 - 3) Elevations are based on Maine Department of Transportation Control Point "2(5)-22 BOLT" with a published elevation of 260.862' NAVD83. Benchmark is a spike in utility pole CMP #1 located on North Temple Street. Elev. 222.04'.
 - 4) Utility information on this plan is approximate, based on location of visible features and information contained on plans and drawings provided by others. DigSafe and/or the appropriate utilities should be contacted prior to any construction.
 - 5) Property lies within Zone C based on FIRM Community #230004 Panel #0010-B, dated September 28, 1979. It does not lie within a special flood hazard area.
 - 6) Zoning lines scaled from City of Lewiston's GIS map.
 - 7) Wetlands were delineated and field located by Boyle Associates on September 23, 2013.

- PLAN REFERENCES**
- 1) State of Maine Department of Transportation Right of Way Map of State Highway "153." DOT File Number 1-55. Dated March 1982 and recorded in plan book 31, pages 151 & 152.
 - 2) Plan of Boundary Survey of the Rancourt Property made for Paul Rancourt by SurveyWorks, Inc. dated April 27, 2007. Unrecorded.
 - 3) Plan of Applewood Estates by Alberti, Larochelle & Hodson dated April 9, 1986 and recorded in plan book 32, page 49.

ZONING REQUIREMENTS

Requirement	Value	City of Lewiston
Highway Business (HB)		
Min. Lot Area:	None	Lewiston City Planner: David Hediger
Street Frontages:	150'	27 Pine Street
Min. Front Setback:	20'	Lewiston, ME 04240
Min. Front Yard:	15'	(207)513-3125x3223
Min. Rear Yard:	20'	
Min. Side Yard:	20'	
Max. Building Height:	65'	
Use Designation:	Retail	
Parking:	1 space per 250 sq. ft. of floor area	

AREA (Proposed Lot)

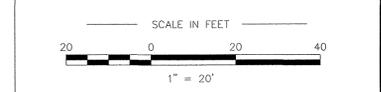
51,552 Sq. Feet
1.18 Acres

PROPERTY ADDRESS

964 Sabattus Street
Lewiston, Maine 04240
Tax Map 90-84

OWNERS OF RECORD

Rita S. Grenier
Book 4546, Page 277



CERTIFICATION

To HRES Investments 2, LLC, Monaghan Leahy, LLP, Rodney S. Fields, Jr., P.A., Stewart Title Guaranty Company, Family Dollar, Inc. and Family Dollar Stores, Inc.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, 6(b), 8, 9, 11(b), 13, 14, 16-19, 20(a), 20(b) and 21 of Table A thereof. The field work was completed on April 22, 2013.

This survey conforms to the current standards of the Maine State Board of Licensure for Land Surveyors.

Date of Plat or Map: 04/25/13

S:\Nick\signature2.tif



STEWART TITLE GUARANTY COMPANY SCHEDULE B-II EXCEPTIONS

File No: 2013-03-1219 Effective Date: March 13, 2013 at 5:00pm

Special Exceptions:

1. Easements, restrictions, conditions, exceptions and reservations set forth in Deed from Hazel A. Bansom to Thomas C. Grenier, Bernard J. Grenier and Rudolph Grenier dated November 24, 1972, recorded in Book 1065, Page 169.
2. Easement from Hazel A. Bansom to the Inhabitants of the City of Lewiston by deed dated August 27, 1971, recorded in Book 1039, Page 220. (Not part of proposed lot, not plotted.)
3. Location and effect, if any, on the subject premises, of outconveyance set forth in Deed from Hazel A. Bansom to the Inhabitants of the City of Lewiston dated August 27, 1971 and recorded in Book 1039, Page 221. (Plotted.)
4. Easement from Hazel A. Bansom to the Inhabitants of the City of Lewiston dated October 21, 1971 and recorded in Book 1044, Page 607. (Not in proposed lot, not plotted.)
5. Notice of Layout and Taking by the State of Maine Department of Transportation, recorded in Book 1580, Page 229.

LEGAL DESCRIPTION FOR PROPOSED LOT

Beginning at a point on the northerly sideline of Sabattus Street, said point lying N 79°17'27" W (239.50') feet to a point and the Easterly sideline of North Temple Street;

- 1) N 79°17'27" W by said Sabattus Street a distance of Two Hundred Thirty-Nine and 50/100 (239.50') feet to a point and the Easterly sideline of North Temple Street;
- 2) Northwestly by said North Temple Street, following a non-tangent curve to the right having a radius of Eighteen and 00/100 (18.00') feet, an arc distance of Twenty-Five and 21/100 (25.21') feet to a point, said point being located N 08°43'03" W a distance of Twenty-Three and 20/100 (23.20') feet from the last mentioned point;
- 3) N 56°49'06" W by said North Temple Street a distance of 0.50/100 (0.50) feet to a point;
- 4) N 33°10'54" E by said North Temple Street a distance of Two Hundred Forty-Three and 68/100 (243.68) feet to a point of remaining land now or formerly of Rita S. Grenier as described in a deed recorded in said Registry in Book 4546, Page 277;
- 5) S 79°17'27" E by said remaining lands of Grenier a distance of One Hundred Sixty-One and 43/100 (161.43) feet to a point;
- 6) S 12°29'03" W by said remaining lands of Grenier a distance of Two Hundred Forty-Seven and 62/100 (247.62) feet to the point of beginning.

This legal description describes the same property as insured in the Stewart Title Guaranty Company Title Commitment Number 2013-03-1219; Effective date: March 13, 2013.

LEGAL DESCRIPTION FOR EXISTING LOT PER STUART TITLE GUARANTY COMPANY

A certain lot or parcel of land with any buildings and improvements thereon, situated in the City of Lewiston, County of Androscoggin, and State of Maine, bounded and described as follows:

Commencing on the northerly line of the Sabattus Road South, sixty-three and one-half degrees (63 1/2°) East ten (10) rods from the southeasterly corner of land formerly owned by Maria M. Thorne; thence North forty-eight and one-half degrees (48 1/2°) East about ninety-one (91) rods to land formerly owned by Robert Field; thence southeasterly by said Field land about twenty-five (25) rods to land formerly owned by Josiah Stewart; thence in a southeasterly direction by said Stewart to a point four hundred and four and fifty-nine hundredths feet (404.99') northeasterly from the said northerly line of Sabattus Street; thence in a westerly direction parallel with the said northerly line of Sabattus Street, one hundred and thirty and seventy-four hundredths feet (130.74'); thence in a southeasterly direction to the northerly line of land conveyed by George W. Eadon to the City of Lewiston, said point being fifty and seven hundredths feet (50.07') feet westerly from the northeasterly corner of said City of Lewiston land; thence in a westerly direction by said City of Lewiston land forty-nine and ninety-three hundredths feet (49.93'); thence in a southerly direction by said City of Lewiston land one hundred feet (100') to the said northerly line of Sabattus Street; thence in a westerly direction by the said northerly line of Sabattus Street, four hundred and fifteen and seventy-two hundredths feet (415.72') to the point of beginning.

EXCEPTING AND RESERVING therefrom a strip of land ten feet (10') wide and one thousand five hundred feet (1,500'), more or less long running along the northerly line of this property next to North Temple Street as described in an easement from Hazel A. Bansom to the City of Lewiston dated August 27, 1971 and recorded in said Registry of Deeds in Book 1039, Page 221.

EXCEPTING AND RESERVING from the above described property an easement from the said Hazel A. Bansom to the City of Lewiston to operate, repair, maintain and replace a fire hydrant and water main located on the above property on the southeasterly side of North Temple Street as described in a Quit Claim deed dated October 21, 1971 and recorded in said Registry of Deeds in Book 1044, Page 607.

ALSO EXCEPTING AND RESERVING from the above described property two twenty foot (20') easements granted by the said Hazel A. Bansom to the City of Lewiston, dated August 27, 1971 and recorded in said registry in Book 1039, Page 220.

Rev.1 | 09/26/13 | Add wetlands, revise Note 7 | det

PLAN OF
ALTA/ACSM Land Title Survey
Sabattus Street & North Temple Street
Lewiston, Maine

MADE FOR
Gorrill-Palmer Consulting Engineers, Inc.
15 Shaker Road
Gray, Maine

JOB #213017	DATE: Apr. 25, 2013	SCALE: 1" = 20'
BOOK #875		
CP: 2013/213017.dwg		
FILE #9646		

Titcomb Associates
133 Gray Road
Falmouth, Maine 04105 (207)797-9199
www.titcombsurvey.com

BASELINE CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	START STATION	END STATION
C-1	47.97	30.00	30.85	91°36'30"	N33°29'12"W	0+48.76	0+96.73
C-2	39.27	25.00	25.00	90°00'00"	N34°17'27"W	1+84.78	2+24.05
C-3	11.71	50.00	5.88	13°25'23"	N3°59'51"E	2+49.66	2+61.37
C-4	52.76	288.39	26.47	11°15'49"	N8°20'45"W	2+61.37	3+14.13
C-5	22.43	30.00	11.77	42°50'27"	N35°23'53"W	3+14.13	3+36.56

SPACE AND BULK STANDARDS		
HB ZONE	REQUIRED	PROVIDED
MIN. LOT SIZE	NONE	51,552 SF
MIN. FRONTAGE	150'	>150'
MAX. LOT COVERAGE	0.50	0.18
MAX. IMPERVIOUS SURFACE RATIO	0.75	0.57
BUILDING SETBACKS		
FRONT	20'	>20'
SIDE	20'	>20'
REAR	20'	>20'
YARD SETBACKS		
FRONT	15'	>15'
SIDE	10'	>10'
REAR	10'	>10'
BUILDING HEIGHT	65'	<65'

SITE DATA		
BUILDING AREA		
FAMILY DOLLAR		8,320 S.F.
TOTAL		8,320 S.F.
PARKING		REQUIRED PROVIDED
NEW STRUCTURE		
TOTAL PARKING		
RETAIL SALES (1 SP / 250 SF)	34	34
HANDICAPPED SPACES	2	2

PAVEMENT LEGEND	
ALL PAVEMENT SHALL BE STANDARD DUTY EXCEPT AS FOLLOWS:	
	HEAVY DUTY BITUMINOUS CONCRETE
	PORTLAND CEMENT CONCRETE

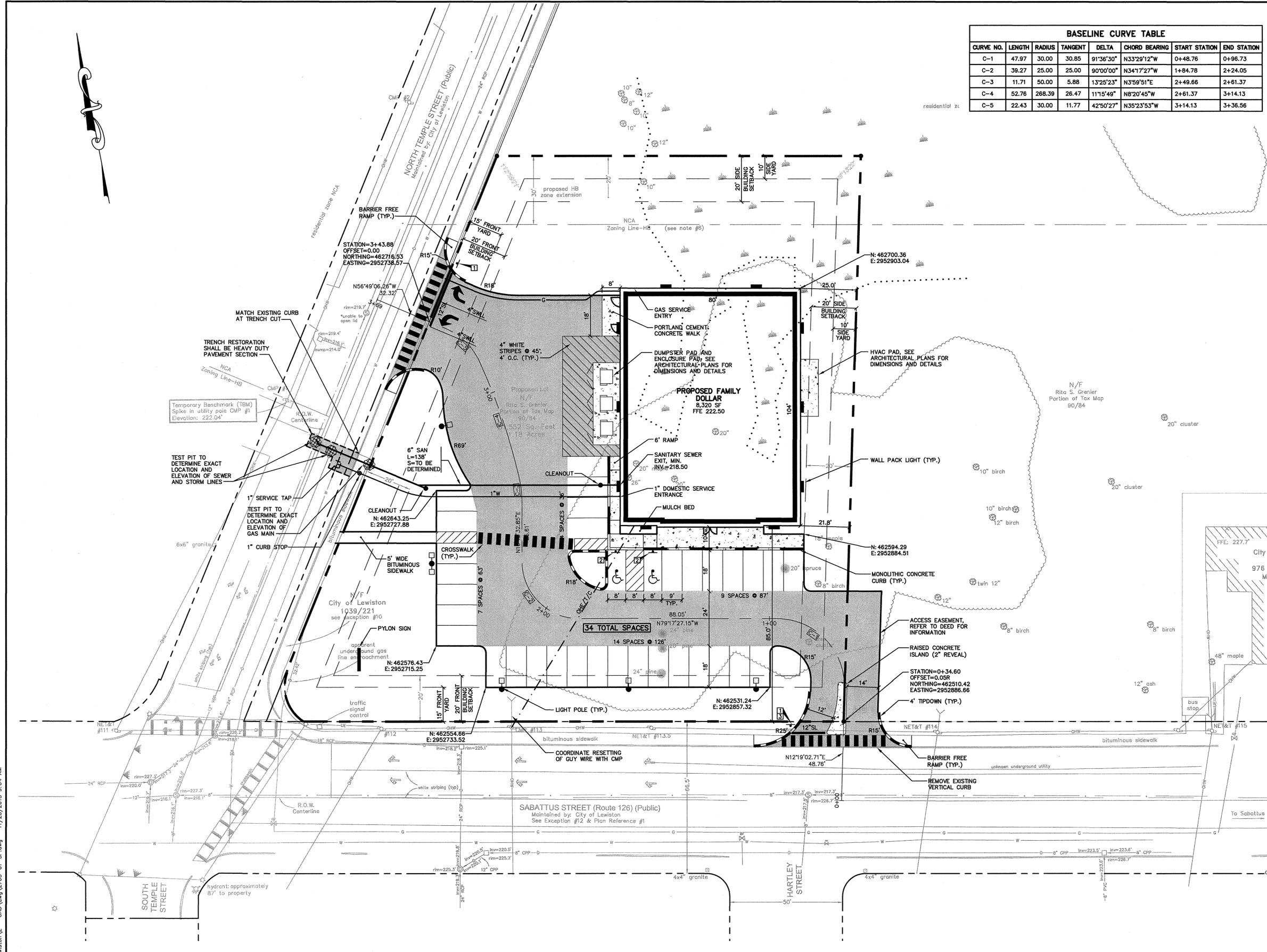
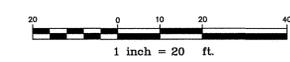
CURBING LEGEND	
	VERTICAL CURB

STRIPING LEGEND	
SIGNAGE, STRIPING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) REGARDING SIZE, INSTALLATION, LOCATION & REFLECTIVITY.	
12"SL	12" WIDTH STOP LINE
4"SWLL	4" WIDTH SOLID WHITE LANE LINE
4"DYCL	4" WIDTH DOUBLE YELLOW CENTERLINE
4"DWLL	4" WIDTH DASHED WHITE LANE LINE

SIGN LEGEND		
R1-1 30" x 30"	R7-8 12" x 18"	R3-2

- NOTES:**
- PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED, A PROFESSIONAL ENGINEER MUST PROVIDE A STAMPED STATEMENT INDICATING ALL STORMWATER IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLAN.
 - PRIOR TO CERTIFICATE OF OCCUPANCY BEING ISSUED, AN AS-BUILT SITE PLAN MUST BE PROVIDED BY A PROFESSIONAL SURVEYOR.

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



U:\2765.01 Family Dollar Lewiston\Z - CAD\dwg\2765-01-SP.dwg - 11/20/2013 9:04 AM

Rev.	Date	Revision

SITE PLAN REVIEW	Date	By

Design: - Draft: CG Date: OCT 2013
 Checked: AMP Scale: 1"=20' Job No.: 2765.01
 File Name: 2765-01-SP.dwg
 This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCE). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.

GP Gorrill-Palmer Consulting Engineers, Inc.
 PO Box 1237 Engineering Excellence Since 1998 207-657-6910
 15 Shaker Road FAX: 207-657-6912
 Gray, ME 04039 E-Mail: mailbox@gorrillpalmer.com

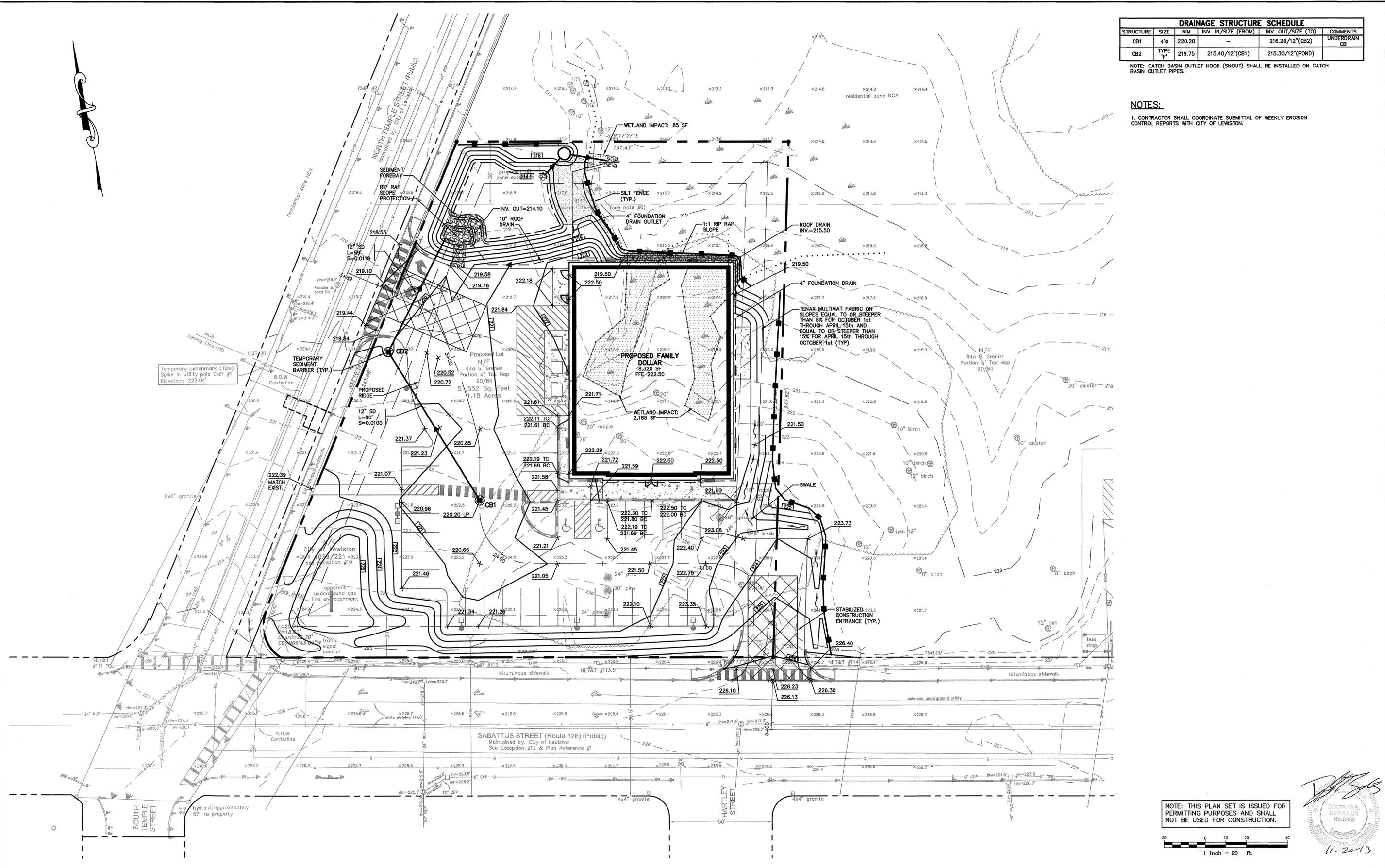
Drawing Name:	Site and Utility Plan
Project:	Family Dollar
Client:	964 Sabattus Street, Lewiston, Maine HRES Investments 2, LLC 5100 West Kennedy Blvd, Suite 100, Tampa FL 33609

Drawing No.
C101

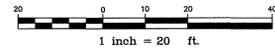
DRAINAGE STRUCTURE SCHEDULE					
STRUCTURE	SIZE	RIM	INV. IN/SIZE (FROM)	INV. OUT/SIZE (TO)	COMMENTS
CB1	4"	220.20	-	216.20/12"(CB2)	UNDERDRAIN CB
CB2	1"	219.75	215.40/12"(CB1)	215.30/12"(POND)	

NOTE: CATCH BASIN OUTLET HOOD (SNOUT) SHALL BE INSTALLED ON CATCH BASIN OUTLET PIPES.

NOTES:
 1. CONTRACTOR SHALL COORDINATE SUBMITTAL OF WEEKLY EROSION CONTROL REPORTS WITH CITY OF LEWISTON.



NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



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Rev.	Date	Revision

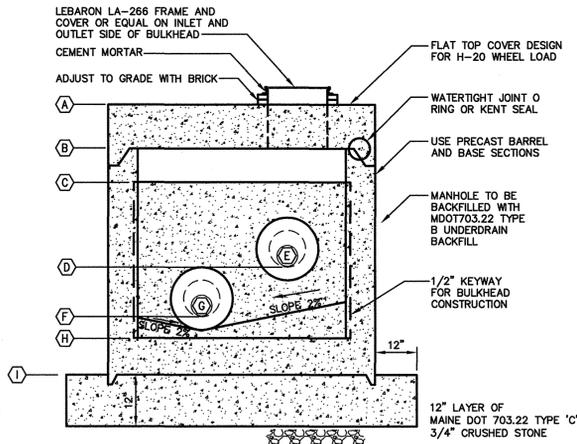
SITE PLAN REVIEW	Date	By

Design: AMP Draft: CG Date: OCT 2013
 Checked: AMP Scale: 1"=20' Job No.: 2765.01
 File Name: 2765-01-GRADE.dwg
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GP Gorrill-Palmer Consulting Engineers, Inc.
 PO Box 1237 Engineering Excellence Since 1998 207-657-6910
 15 Shaker Road FAX: 207-657-6912
 Gray, ME 04039 E-Mail: mailbox@gorrillpalmer.com

Drawing Name:	Grading, Drainage, and Erosion Control Plan
Project:	Family Dollar 964 Sabattus Street, Lewiston, Maine
Client:	HRES Investments 2, LLC 5100 West Kennedy Blvd, Suite 100, Tampa FL 33609

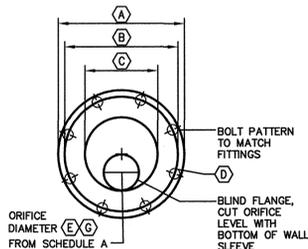
Drawing No.
C102



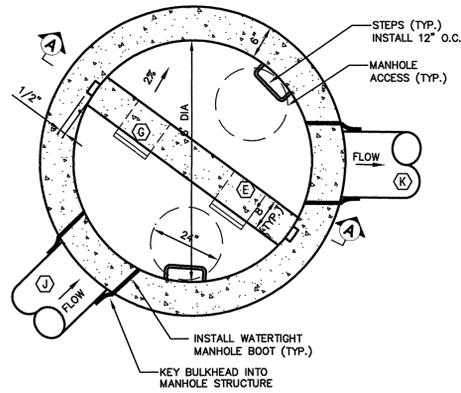
SECTION A-A
**OUTLET CONTROL
 STRUCTURE 1 (OCS1)**
 SEE SCHEDULE A
 NOT TO SCALE

SCHEDULE A		
ITEM DESCRIPTION	DIMENSION / ELEVATION	OCS 1
A	TOP OF STRUCTURE	218.16
B	UNDERSIDE TOP SLAB	217.49
C	TOP CONCRETE BULKHEAD	216.97
D	ORIFICE INVERT	215.85
E	ORIFICE DIAMETER	6.25"
F	ORIFICE INVERT	214.10
G	ORIFICE DIAMETER	3-3/8"
H	MANHOLE INVERT	213.98
I	BOTTOM OF STRUCTURE	212.98
J	PIPE DIAMETER	15"
K	INVERT IN	213.98
K	PIPE DIAMETER	15"
K	INVERT OUT	213.98

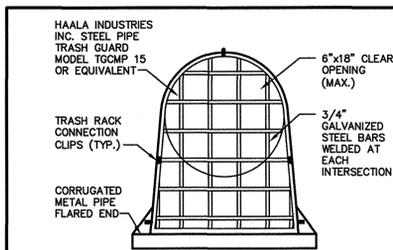
SCHEDULE B ORIFICE		
ITEM DESCRIPTION	DIMENSION / ELEVATION	OCS 1
A	FLANGE O.D.	13.5"
B	BOLT CIRCLE	11.75"
C	NOMINAL PIPE DIAMETER	8"
D	BOLT HOLE DIAMETER	0.875"
E	ECCENTRIC ORIFICE DIAMETER	6.25"
G	ECCENTRIC ORIFICE DIAMETER	3-3/8"



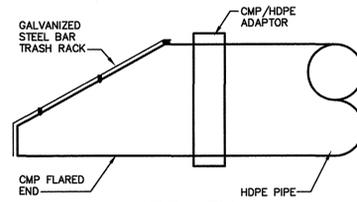
ORIFICE DETAIL 1
 SEE SCHEDULE B
 NOT TO SCALE



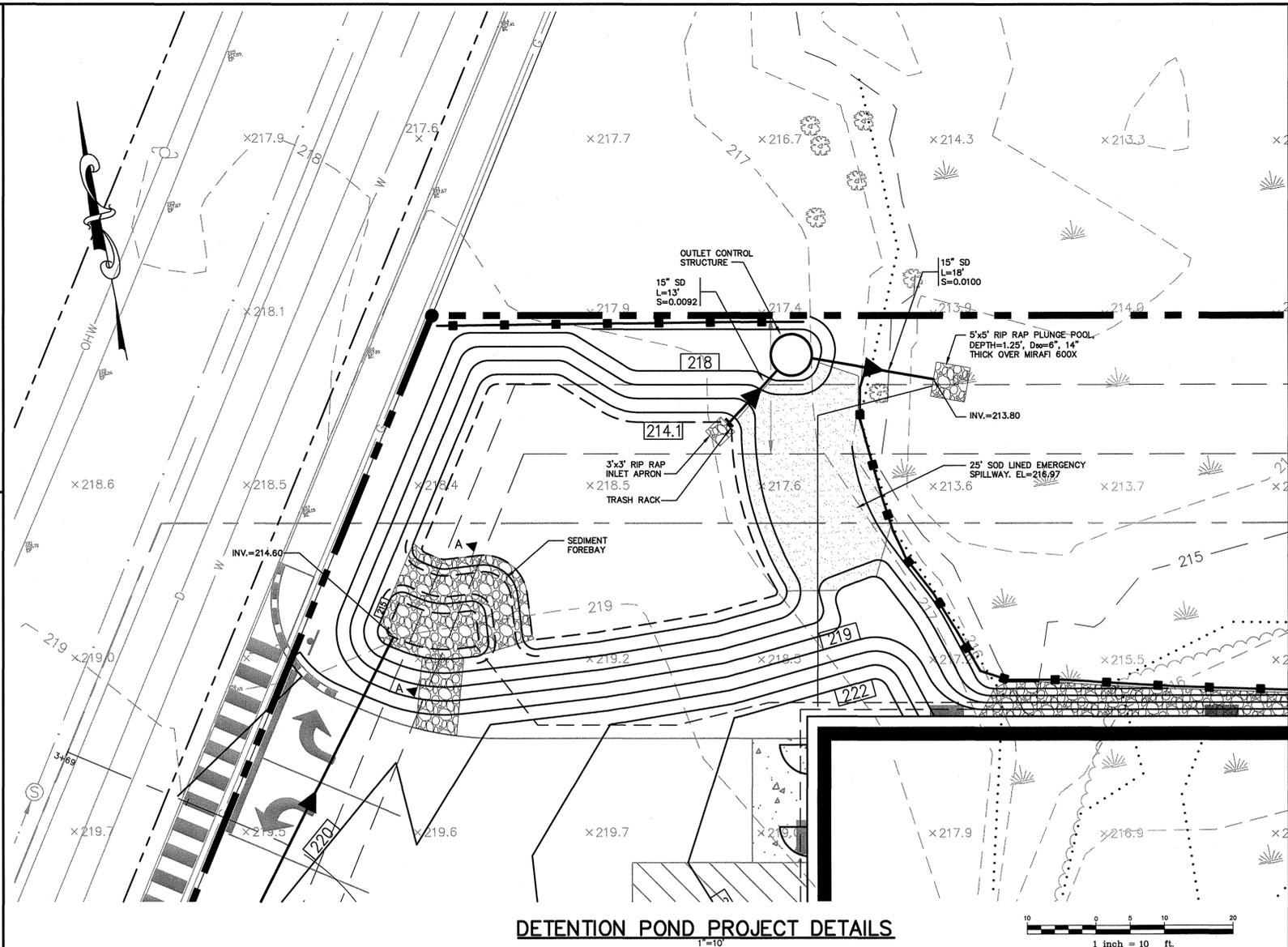
PLAN VIEW
**6' OUTLET CONTROL
 STRUCTURE 1 (OCS1)**
 SEE SCHEDULE A
 NOT TO SCALE



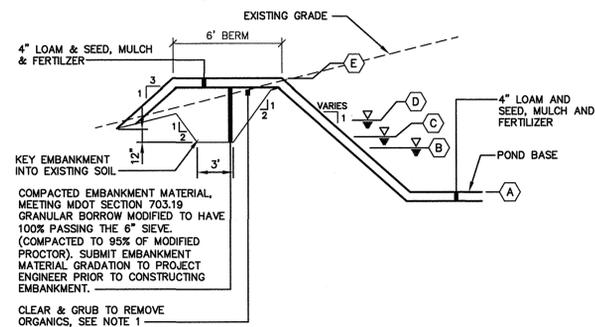
FRONT VIEW



SIDE VIEW
TRASH RACK
 NOT TO SCALE



DETENTION POND PROJECT DETAILS
 1"=10'
 1 inch = 10 feet

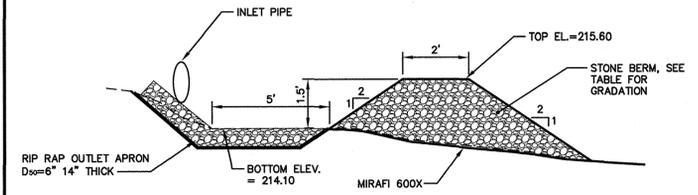


NOTES:

1. EMBANKMENT FOOTPRINT SHALL BE CLEARED OF TRASH/DEBRIS AND ANY ROCKS GREATER THAN 6" ANY STANDING WATER BE GRADED TO BE NO STEEPER THAN 1H:1V, BE SCARIFIED PRIOR TO EMBANKMENT FILL PLACEMENT, AND BE INSPECTED AND APPROVED BY THE PROJECT ENGINEER BEFORE FILL PLACEMENT BEGINS.

SCHEDULE B EMBANKMENT SCHEDULE	
ITEM DESCRIPTION	DIMENSION/ELEVATION
(A) POND BASE ELEVATION	214.10
(B) PEAK ELEVATION - 2 YEAR STORM	215.85
(C) PEAK ELEVATION - 10 YEAR STORM	216.59
(D) PEAK ELEVATION - 25 YEAR STORM	216.97
(E) TOP OF BERM	218.16

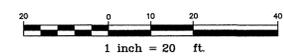
TYPICAL DETENTION POND CROSS SECTION
 NOT TO SCALE



BERM STONE SIZE	
SIEVE DESIGNATION (US CUSTOMARY)	PERCENT BY WEIGHT PASSING
12 IN	100
6 IN	84-100
3 IN	68-83
1 IN	42-55
NO. 4	8-12

**SEDIMENT FOREBAY
 SECTION A-A**
 NOT TO SCALE

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



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Rev.	Date	Revision

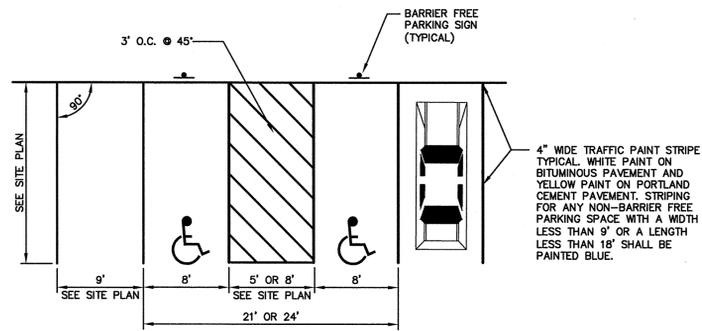
SITE PLAN REVIEW	Date	By
	11/1/13	AMP
Issued For		

Design: AMP Draft: CG Date: OCT 2013
 Checked: AMP Scale: 1"=20' Job No.: 2765.01
 File Name: 2765-01-GRADE.dwg
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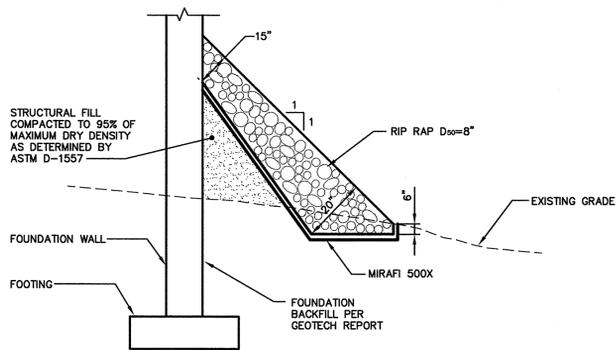
GP Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237 Engineering Excellence Since 1998 207-657-6910
 15 Shaker Road Gray, ME 04039 FAX: 207-657-6912
 E-Mail: mail@gorrillpalmer.com

Drawing Name: **Detention Pond Plan and Details**
 Project: **Family Dollar**
 964 Sabattus Street, Lewiston, Maine
 Client: **HRES Investments 2, LLC**
 5100 West Kennedy Blvd, Suite 100, Tampa FL 33609

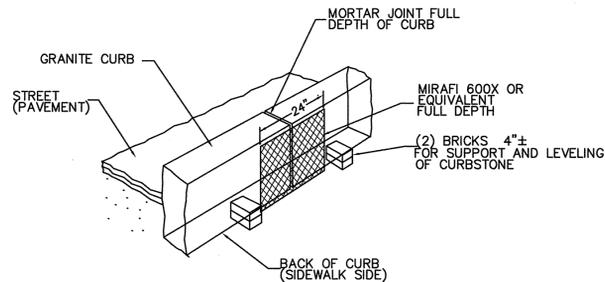
Drawing No. **C103**



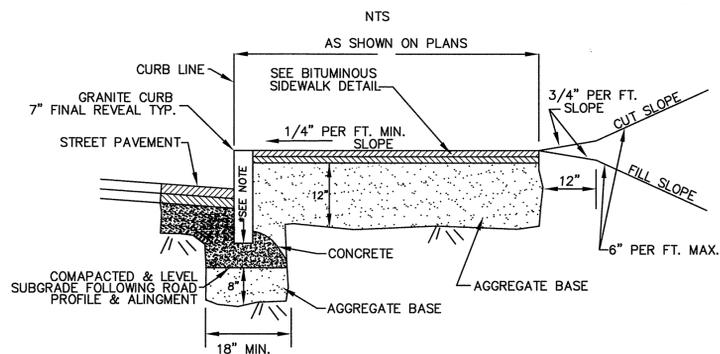
PARKING SPACE DIMENSIONS
NOT TO SCALE



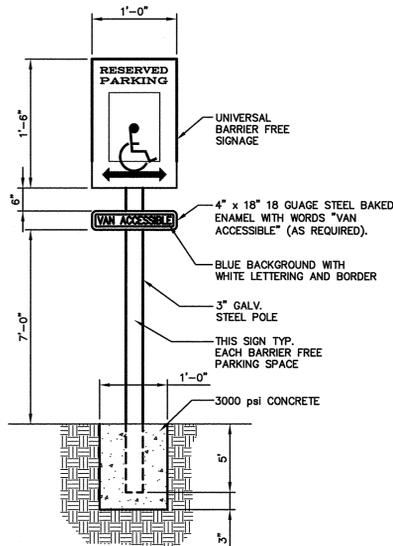
1:1 RIP RAP SLOPE
NOT TO SCALE



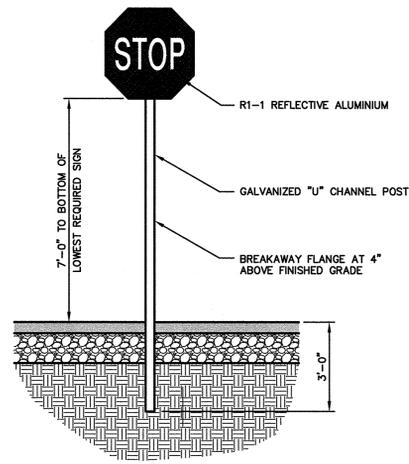
ISOMETRIC VIEW CURB JOINT



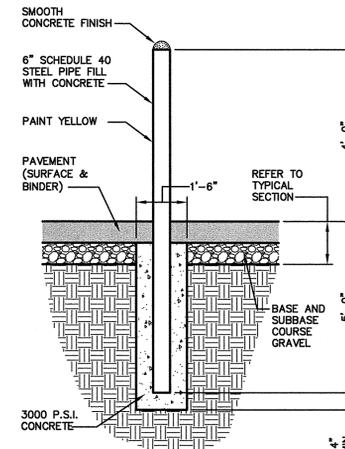
GRANITE CURB INSTALLATION
NTS



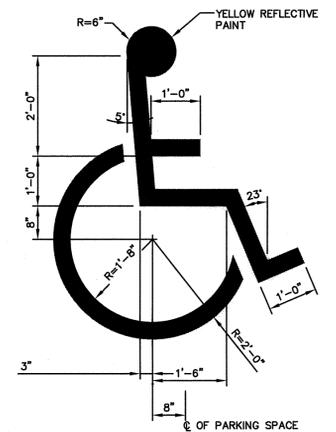
BARRIER FREE PARKING SIGN
NOT TO SCALE



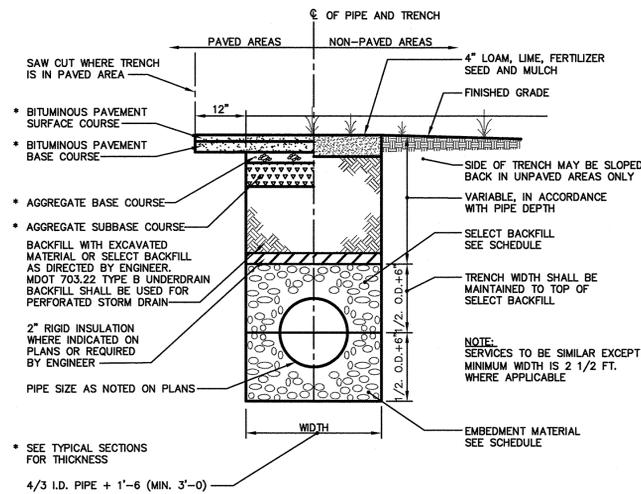
STOP SIGN
NOT TO SCALE



GUARD POST
NOT TO SCALE



INTERNATIONAL BARRIER FREE SYMBOL
NOT TO SCALE

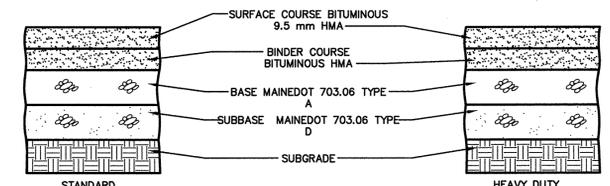


SCHEDULE OF TRENCH BACKFILL		
TYPE OF PIPE	EMBEDMENT MATERIAL	SELECT BACKFILL
CMP DUCTILE IRON RCP	MDOT 703.22 TYPE B UD BACKFILL	MDOT 703.22 TYPE B UD BACKFILL
PVC-SDR 35 HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE
PERFORATED PVC-SDR35 HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE

- NOTE:
1. BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUGH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES, 12" BELOW FINISH GRADE.

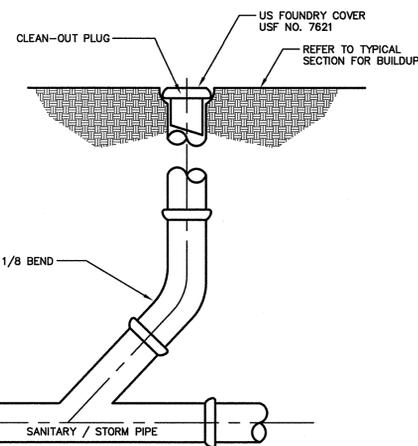
MINIMUM COVER	PIPE	(1) COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" RIGID INSULATION.
2'-0"	DRAIN (1)	INCLUDE 2" RIGID INSULATION.
5'-6"	WATER	
5'-0"	SEWER	

TRENCH SECTION
N.T.S.

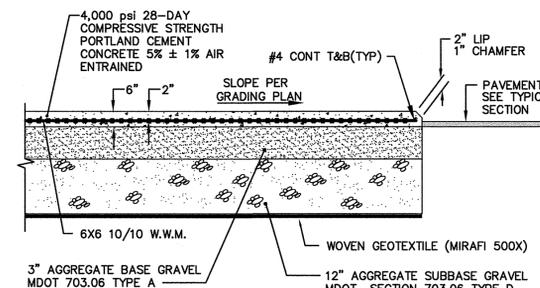


THICKNESS OF LAYERS		
STANDARD	LAYERS	HEAVY DUTY
1 1/4"	SURFACE COURSE BITUMINOUS 9.5mm HMA	1 1/4"
2 1/4"	BINDER COURSE BITUMINOUS 12.5mm HMA	2 1/4"
6"	AGGREGATE BASE GRAVEL MAINDOT 703.06 TYPE A	6"
12"	AGGREGATE SUBBASE GRAVEL MAINDOT 703.06 TYPE D	18"

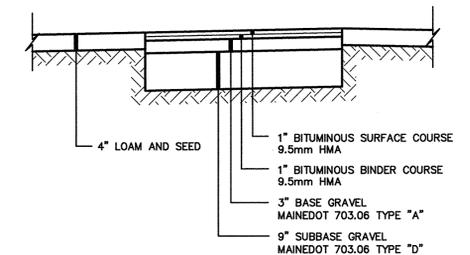
BITUMINOUS PAVEMENT SECTION
NOT TO SCALE



CLEANOUT
NOT TO SCALE

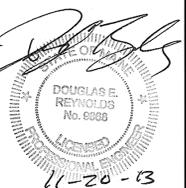


RAISED CONCRETE ISLAND
N.T.S.



BITUMINOUS WALKWAY
NOT TO SCALE

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



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Rev.	Date	Revision

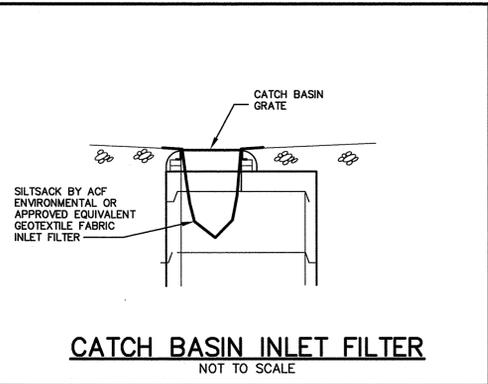
Site Plan Review	Date	By

Design: - Draft: CG Date: SEPT 2013
Checked: AMP Scale: 1"=20' Job No.: 2765.01
File Name: 2765-01-DETAILS.dwg
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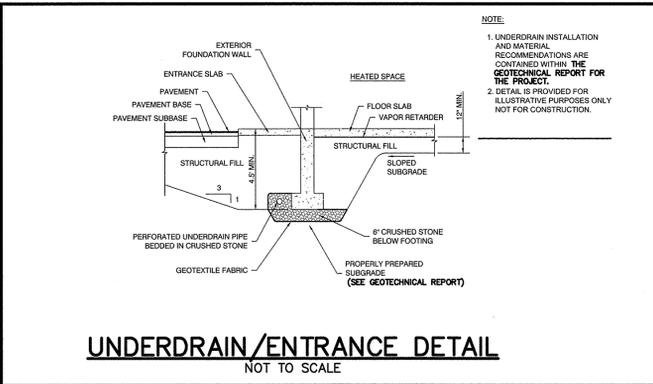
GP Gorrill-Palmer Consulting Engineers, Inc.
PO Box 1237 Engineering Excellence Since 1998 207-657-6910
15 Shaker Road FAX: 207-657-6912
Gray, ME 04039 E-Mail: mailbox@gorrillpalmer.com

Drawing Name:	Site and Utility Details
Project:	Family Dollar 964 Sabattus Street, Lewiston, Maine
Client:	HRES Investments 2, LLC 5100 West Kennedy Blvd, Suite 100, Tampa FL 33609

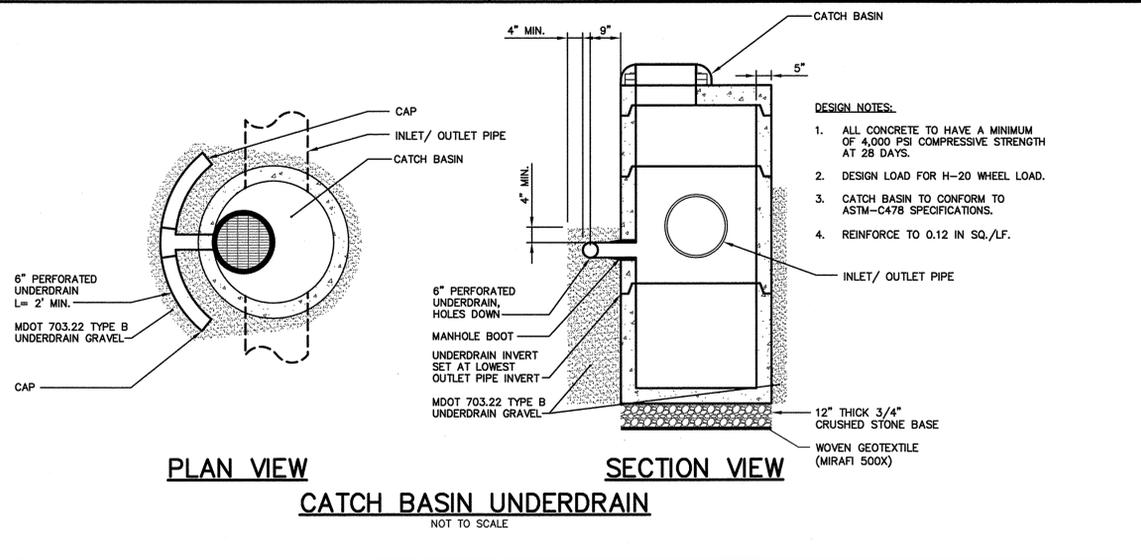
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C401



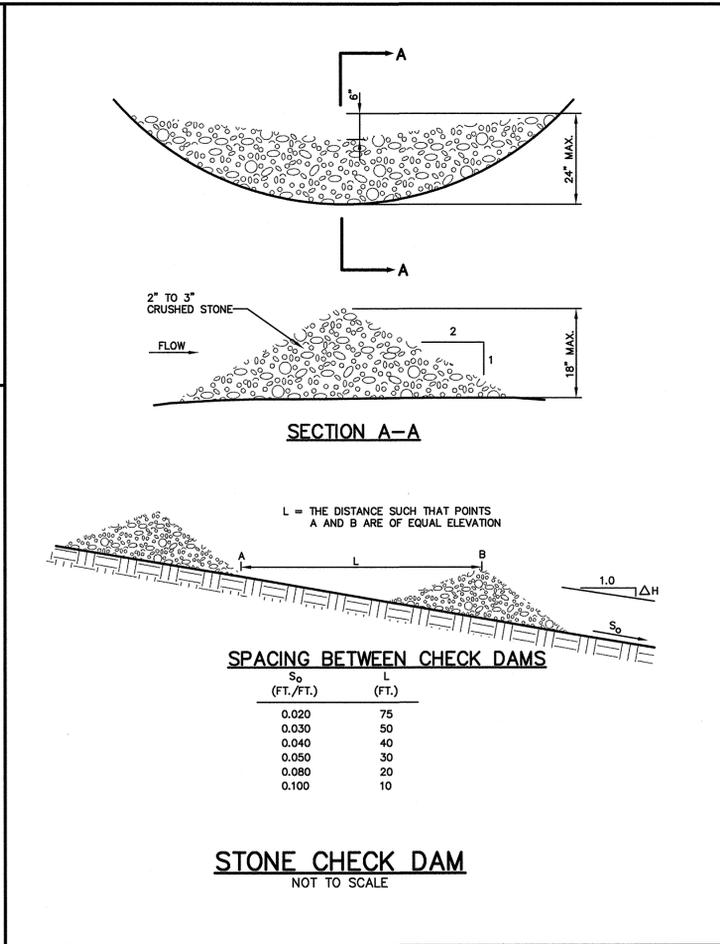
CATCH BASIN INLET FILTER
NOT TO SCALE



UNDERDRAIN/ENTRANCE DETAIL
NOT TO SCALE



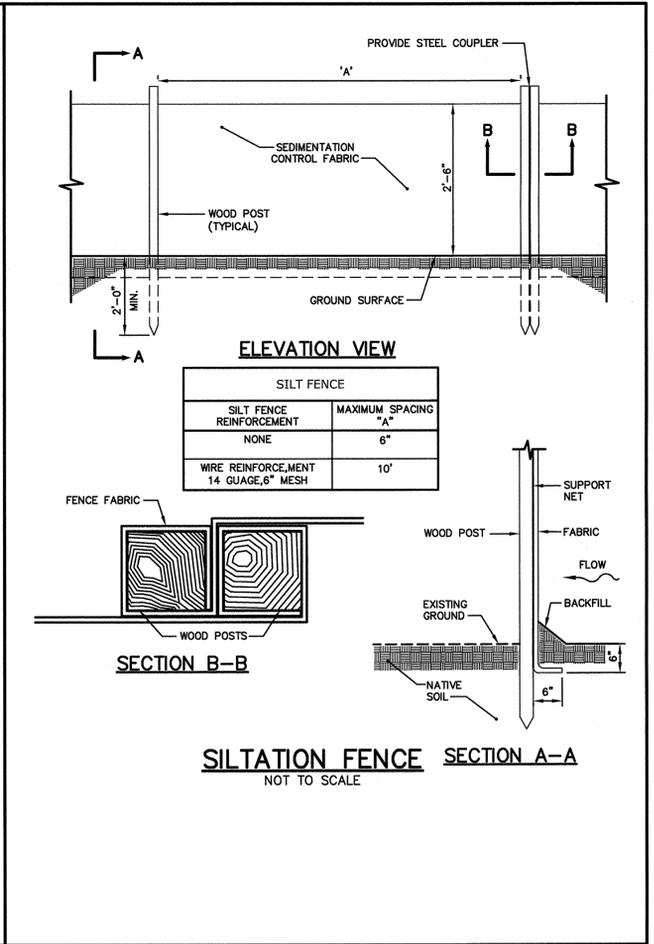
PLAN VIEW
SECTION VIEW
CATCH BASIN UNDERDRAIN
NOT TO SCALE



SECTION A-A
SPACING BETWEEN CHECK DAMS

S_o (FT./FT.)	L (FT.)
0.020	75
0.030	50
0.040	40
0.050	30
0.080	20
0.100	10

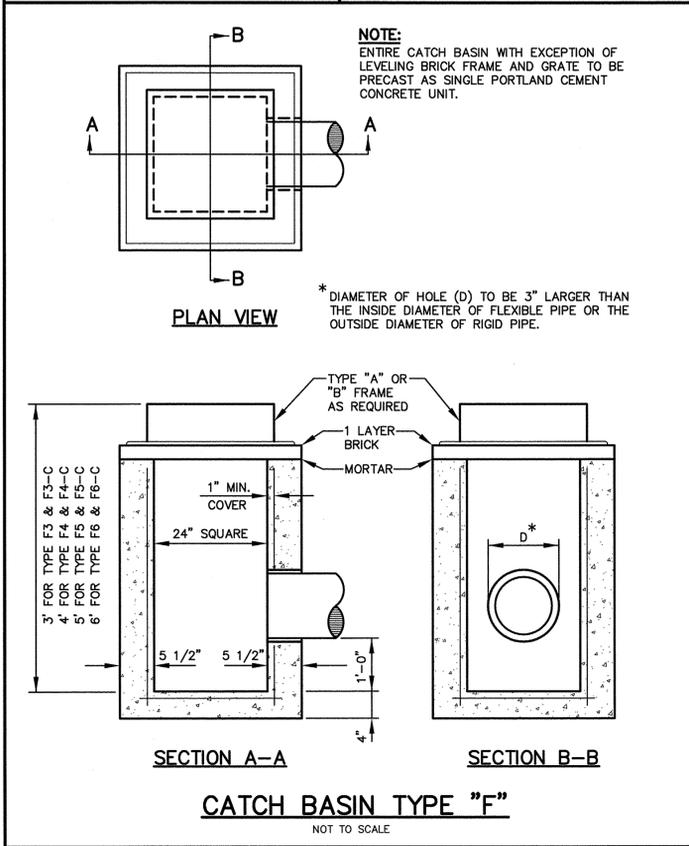
STONE CHECK DAM
NOT TO SCALE



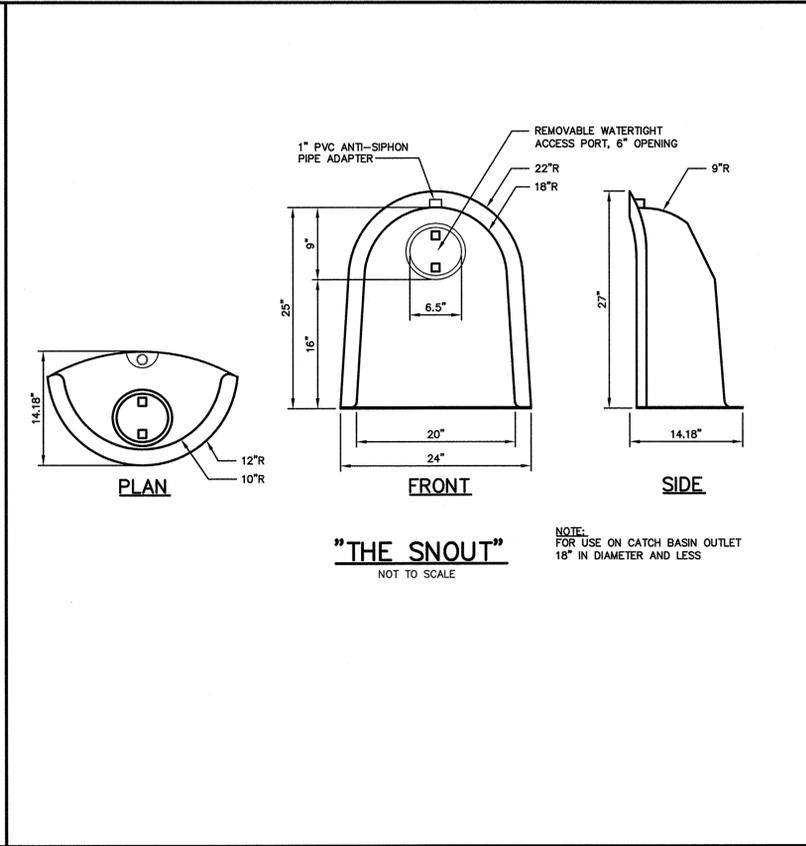
SILT FENCE

SILT FENCE REINFORCEMENT	MAXIMUM SPACING "A"
NONE	6"
WIRE REINFORCEMENT 14 GAUGE, 6" MESH	10'

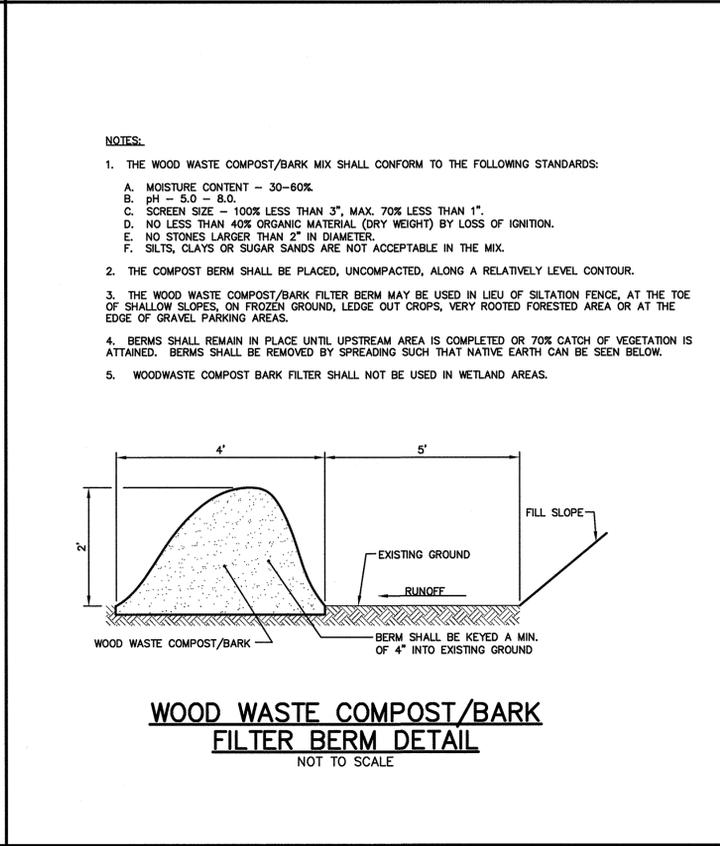
SILTATION FENCE
NOT TO SCALE



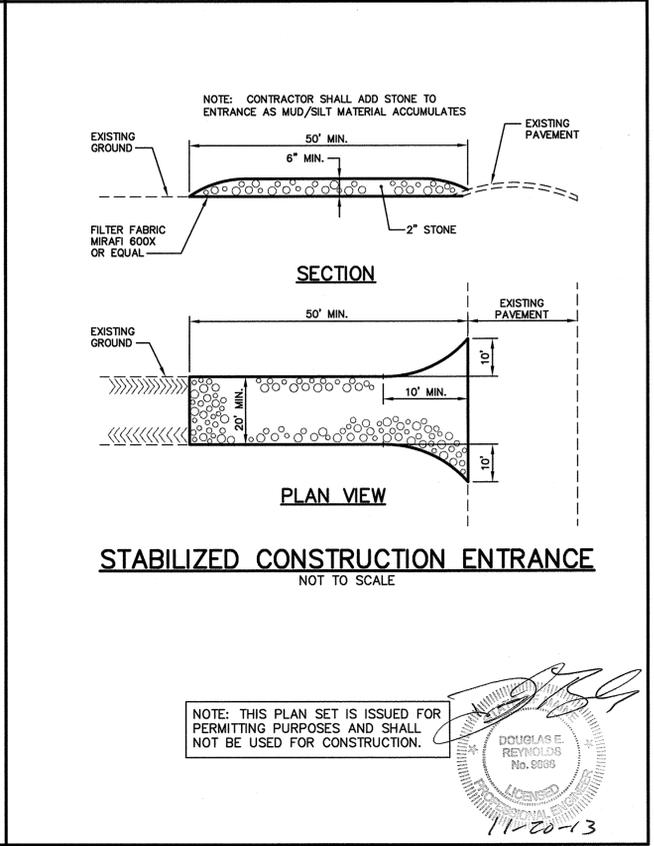
CATCH BASIN TYPE "F"
NOT TO SCALE



"THE SNOOT"
NOT TO SCALE



WOOD WASTE COMPOST/BARK FILTER BERM DETAIL
NOT TO SCALE



STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



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Project:	Family Dollar 964 Sabattus Street, Lewiston, Maine
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Drawing No.
C402

1.3.5 EROSION CONTROL MEASURES AND SITE STABILIZATION

THE PRIMARY EMPHASIS OF THE EROSION/SEDIMENTATION CONTROL PLAN, WHICH WILL BE IMPLEMENTED FOR THIS PROJECT, IS AS FOLLOWS:

- DEVELOPMENT OF A CAREFUL CONSTRUCTION SEQUENCE.
• RAPID REVEGETATION OF DENUDED AREAS TO MINIMIZE THE PERIOD OF SOIL EXPOSURE.
• RAPID STABILIZATION OF DRAINAGE PATHS TO AVOID RILL AND GULLY EROSION.
• THE USE OF ON-SITE MEASURES TO CAPTURE SEDIMENT (HAY BALES/ STONE CHECK DAMS/SILT FENCE, ETC.)

THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL DEVICES WILL BE IMPLEMENTED AS PART OF THE SITE DEVELOPMENT. THESE DEVICES SHALL BE INSTALLED AS INDICATED ON THE PLANS OR AS DESCRIBED WITHIN THIS REPORT. FOR FURTHER REFERENCE, SEE THE LATEST EDITION OF THE MAINE EROSION AND SEDIMENT CONTROL BMPs.

A. DEWATERING

WATER FROM CONSTRUCTION TRENCH DEWATERING SHALL PASS FIRST THROUGH A FILTER BAG OR SECONDARY CONTAMINANT STRUCTURE (E.G. HAY BALE LINED POOL) PRIOR TO DISCHARGE. THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING, ICING, AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAMINANT STRUCTURE BE LOCATED WITHIN 50 FEET OF A PROTECTED NATURAL RESOURCE.

B. INSPECTION AND MONITORING

MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. AFTER EACH RAINFALL, SNOW STORM OR PERIOD OF THAWING AND RUNOFF, THE SITE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL IN THE SPRING INSPECT AND REPAIR ANY DAMAGES AND/OR UNESTABLISHED SPOTS. ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 80% OF AREAS VEGETATED WITH VIGOROUS GROWTH.

C. TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING MEASURES ARE PLANNED AS TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION:

- 1. CRUSHED STONE-STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE ENTRANCE ALONG SABATTUS STREET AND NORTH TEMPLE STREET.
2. SILTATION FENCE OR WOOD WASTE COMPOST BERMS SHALL BE INSTALLED DOWNSTREAM OF ANY DISTURBED AREAS TO TRAP RUNOFF-BORNE SEDIMENTS UNTIL GRASS AREAS ARE REVEGETATED. THE SILT FENCE AND/OR WOOD WASTE COMPOST BERMS SHALL BE INSTALLED PER THE DETAILS PROVIDED IN THIS PACKAGE AND INSPECTED AT LEAST ONCE A WEEK AND BEFORE AND IMMEDIATELY AFTER A STORM EVENT OF 0.5 INCHES OR GREATER, AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE OR BERM LINE. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM. WOOD WASTE COMPOST BERMS ARE NOT TO BE USED ADJACENT TO WETLAND AREAS THAT ARE NOT TO BE DISTURBED.
3. STRAW OR HAY MULCH INCLUDING HYDROSEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED. MULCH PLACED BETWEEN APRIL 15TH AND OCTOBER 15TH ON SLOPES OF LESS THAN 15 PERCENT SHALL BE ANCHORED BY APPLYING WATER; MULCH PLACED ON SLOPES OF EQUAL TO OR STEEPER THAN 15 PERCENT SHALL BE COVERED BY A FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION. FABRIC NETTING AND STAPLES SHALL BE USED ON DISTURBED AREAS WITHIN 50' OF LAKES, STREAMS, AND WETLANDS REGARDLESS OF THE UPSTREAM SLOPE. MULCH PLACED BETWEEN OCTOBER 15TH AND APRIL 15TH ON SLOPES EQUAL TO OR STEEPER THAN 8 PERCENT SHALL BE COVERED WITH A FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. SLOPES STEEPER THAN 3:1 AND EQUAL TO OR FLATTER THAN 2:1, WHICH ARE TO BE REVEGETATED, SHALL RECEIVE CURLEY BLANKETS BY AMERICAN EXCELSEOR OR EQUAL. SLOPES STEEPER THAN 2:1 SHALL RECEIVE RIPRAP AS NOTED ON THE PLANS. THE MULCH APPLICATION RATE FOR BOTH TEMPORARY AND PERMANENT SEEDING IS 75 LBS PER 1000 SF AS IDENTIFIED IN ATTACHMENT A OF THIS SECTION. MULCH SHALL NOT BE PLACED OVER SNOW.
4. TEMPORARY STOCKPILES OF STUMPS, GRUBBINGS, OR COMMON EXCAVATION WILL BE PROTECTED AS FOLLOWS:
a) TEMPORARY STOCKPILES SHALL NOT BE LOCATED WITHIN 100 FEET OF ANY WETLANDS WHICH WILL NOT BE DISTURBED AND LOCATED AWAY FROM DRAINAGE SWALES.
b) STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS BY EITHER TEMPORARILY SEEDING THE STOCKPILE BY A HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH, SUCH AS HAY, STRAW, OR EROSION CONTROL MIX.
c) STOCKPILES SHALL BE SURROUNDED BY SEDIMENTATION BARRIER AT THE TIME OF FORMATION.
5. ALL DENUDED AREAS THAT ARE WITHIN 100 FEET OF AN UNDISTURBED WETLAND, WHICH HAVE BEEN ROUGH GRADED AND ARE NOT LOCATED WITHIN A BUILDING PAD, PARKING AREA, OR ACCESS DRIVE SUBBASE AREA, SHALL RECEIVE MULCH OR EROSION CONTROL MIX FABRIC WITHIN 48 HOURS OF INITIAL DISTURBANCE OF SOIL. ALL AREAS WITHIN 100 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW. IN OTHER AREAS, THE TIME PERIOD MAY BE EXTENDED TO 7 DAYS.
6. FOR WORK, WHICH IS CONDUCTED BETWEEN OCTOBER 15TH AND APRIL 15TH OF ANY CALENDAR YEAR, ALL DENUDED AREAS, SHALL BE COVERED WITH HAY MULCH OR EROSION CONTROL MIX, APPLIED AT TWICE THE NORMAL APPLICATION RATE AND ANCHORED WITH A FABRIC NETTING. THE TIME PERIOD FOR APPLYING MULCH SHALL BE LIMITED TO 2 DAYS FOR ALL AREAS.
7. SABATTUS STREET AND NORTH TEMPLE STREET SHALL BE SWEEP TO CONTROL MUD AND DUST AS NECESSARY. ADDITIONAL STONE MULCH SHALL BE APPLIED TO THE STABILIZED CONSTRUCTION ENTRANCE TO MINIMIZE THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS.
8. DURING GRUBBING OPERATIONS STONE CHECK DAMS SHALL BE INSTALLED AT ANY EVIDENT CONCENTRATED FLOW DISCHARGE POINTS AND AS DIRECTED ON THE EROSION CONTROL PLANS.
9. SILT FENCING WITH A MINIMUM STAKE SPACING OF 6 FEET SHOULD BE USED, UNLESS THE FENCE IS SUPPORTED BY WIRE FENCE REINFORCEMENT OF MINIMUM 14 GAUGE AND WITH A MAXIMUM MESH SPACING OF 6 INCHES, IN WHICH CASE STAKES MAY BE SPACED A MAXIMUM OF 10 FEET APART. THE BOTTOM OF THE FENCE SHOULD BE ANCHORED.
10. WOOD WASTE COMPOST/BARK BERMS MAY BE USED IN LIEU OF SILTATION FENCING. BERMS SHALL BE REMOVED AND SPREAD IN A LAYER NOT TO EXCEED 3" THICK ONCE UPSTREAM AREAS ARE COMPLETED AND A 90% CATCH OF VEGETATION IS ATTAINED.
11. STORM DRAIN CATCH BASIN INLET PROTECTION SHALL BE PROVIDED THROUGH THE USE OF STONE SEDIMENT BARRIERS OR APPROVED SEDIMENT BASINS (SILT SACKS). INSTALLATION DETAILS ARE PROVIDED IN THE PLAN SET. THE BARRIERS SHALL BE INSPECTED AFTER EACH RAINFALL AND REPAIRS MADE AS NECESSARY. SEDIMENT SHALL BE REMOVED AND THE BARRIER RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE BARRIER. THE BARRIER SHALL BE REMOVED WHEN THE TRIBUTARY DRAINAGE AREA HAS BEEN STABILIZED.
12. WATER AND/OR CALCIUM CHLORIDE SHALL BE FURNISHED AND APPLIED IN ACCORDANCE WITH MDOT SPECIFICATIONS - SECTION 637 - DUST CONTROL.
13. LOAM AND SEED IS INTENDED TO SERVE AS THE PRIMARY PERMANENT REVEGETATIVE MEASURE FOR ALL DENUDED AREAS NOT PROVIDED WITH OTHER EROSION CONTROL MEASURES, SUCH AS RIPRAP. APPLICATION RATES ARE PROVIDED IN ATTACHMENT A OF THIS SECTION. SEEDING SHALL NOT OCCUR OVER SNOW.
D. PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES HAVE BEEN DESIGNED AS PART OF THE EROSION/SEDIMENTATION CONTROL PLAN:

- 1. ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.) WILL BE LOAMED, LINED, AND FERTILIZED. MULCHING, NETTING, ANCHORED WITH STAPLES, SHALL BE PLACED OVER THE MULCH IN AREAS AS NOTED IN TEMPORARY EROSION CONTROL MEASURES PARAGRAPH 3 OF THIS REPORT. ALL AREAS WITHIN 100 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW. NATIVE TOPSOIL SHALL BE STOCKPILED AND RESTORED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.
2. ALL STORM DRAIN PIPE OUTLETS SHALL HAVE RIPRAP APRONS AT THEIR OUTLET TO PROTECT THE OUTLET AND RECEIVING CHANNEL FROM SCOUR AND DETENTION. INSTALLATION DETAILS ARE PROVIDED IN THE PLAN SET. THE APRONS SHALL BE INSTALLED AND STABILIZED TO THE EXTENT PRACTICABLE PRIOR TO DIRECTING RUNOFF TO THE TRIBUTARY PIPE OR CURVEIT.
3. CATCH BASINS SHALL BE PROVIDED WITH SEDIMENT SLUMPS AND INLET HOODS (THE SNOU) FOR ALL OUTLET PIPES THAT ARE 18" IN DIAMETER OR LESS.

1.4 IMPLEMENTATION SCHEDULE

THE FOLLOWING CONSTRUCTION SEQUENCE SHALL BE REQUIRED TO INSURE THE EFFECTIVENESS OF THE EROSION AND SEDIMENTATION CONTROL MEASURES ARE OPTIMIZED:

IT IS ANTICIPATED THAT CONSTRUCTION OF THE FAMILY DOLLAR BUILDING AND RELATED INFRASTRUCTURE WILL COMMENCE IN SPRING OF 2014 AND BE COMPLETED BY FALL OF 2014.

NOTE: FOR ALL GRADING ACTIVITIES, THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION NOT TO OVEREXPOSE THE SITE BY LIMITING THE DISTURBED AREA.

- 1. INSTALL STABILIZED CONSTRUCTION ENTRANCES AT THE INTERSECTION OF THE ACCESS DRIVES AND SABATTUS STREET AND NORTH TEMPLE STREET.
2. INSTALL PERIMETER SILT FENCE AND/OR WOOD WASTE BERMS PRIOR TO GRUBBING RESPECTIVE AREAS.
3. CLEAR AND GRUB SITE. INSTALL STONE CHECK DAMS AT ANY EVIDENT CONCENTRATED FLOW DISCHARGE POINTS.
4. COMMENCE EARTHWORK OPERATIONS TO OBTAIN ROUGH BUILDING FINISH FLOOR ELEVATIONS
5. FOUNDATION PREPARATION AREA SHALL BE EXCAVATED FOR INSTALLATION OF THE BUILDING FOOTINGS. BUILDING WORK WILL BE ON GOING THROUGH THE REMAINDER OF THE PROJECT.
6. COMMENCE INSTALLATION OF DRAINAGE APPURTENANCES.
7. COMMENCE EARTHWORK AND GRADING FOR DETENTION POND.
8. COMMENCE EARTHWORK AND GRADING TO SUBGRADE.
9. COMMENCE INSTALLATION OF WATER, SEWER AND GAS LINES.
10. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
11. COMPLETE INSTALLATION OF UNDERGROUND UTILITIES TO WITHIN 5' OF THE BUILDINGS.
12. INSTALL LIGHT POLE FOUNDATIONS AND LIGHT POLES.
13. COMPLETE REMAINING EARTHWORK OPERATIONS.
14. COMPLETE INSTALLATION OF CATCH BASINS AND APPURTENANCES.
15. INSTALL SUB-BASE AND BASE GRAVEL WITHIN PARKING FIELDS, WALKWAYS, AND ALL DRIVEWAYS.
16. INSTALL CURBING IN PARKING FIELDS, DRIVEWAYS, AND ALONG THE STREETS AS NEEDED.
17. INSTALL BASE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREA AS WELL AS CONCRETE SURFACES.
18. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
19. INSTALL SURFACE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREAS. STRIPE PER PLAN.

20. ONCE THE SITE IS STABILIZED AND A 90% CATCH OF VEGETATION HAS BEEN OBTAINED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.

21. TOUCH UP LOAM AND SEED.

NOTE: ALL DENUDED AREAS NOT SUBJECT TO FINAL PAVING, RIPRAP, OR GRAVEL SHALL BE REVEGETATED.

PRIOR TO CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE FOR THE COMPLETION OF THE WORK, WHICH WILL SATISFY THE FOLLOWING CRITERIA:

- 1. THE ABOVE CONSTRUCTION SEQUENCE SHOULD GENERALLY BE COMPLETED IN THE SPECIFIED ORDER; HOWEVER, SEVERAL SEPARATE ITEMS MAY BE CONSTRUCTED SIMULTANEOUSLY. WORK MUST ALSO BE SCHEDULED OR PHASED TO REDUCE THE EXTENT OF THE EXPOSED AREAS AS SPECIFIED BELOW. THE INTENT OF THIS SEQUENCE IS TO PROVIDE FOR EROSION CONTROL AND TO HAVE STRUCTURAL MEASURES SUCH AS SILT FENCE AND CONSTRUCTION ENTRANCES IN PLACE BEFORE LARGE AREAS OF LAND ARE DENUDED.
2. THE WORK SHALL BE CONDUCTED IN SECTIONS WHICH SHALL:
a) LIMIT THE AMOUNT OF EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE PROCEEDING 30 DAYS.
b) REVEGETATE DISTURBED AREAS AS RAPIDLY AS POSSIBLE. ALL AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR BEFORE A STORM EVENT; OR TEMPORARILY STABILIZED WITHIN 48 HOURS OF INITIAL DISTURBANCE OF SOIL FOR AREAS WITHIN 100 FEET OF AN UNDISTURBED WETLAND AND 7 DAYS FOR ALL OTHER AREAS. AREAS WITHIN 100 FEET OF AN UNDISTURBED BEIGN WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW.
c) INCORPORATE PLANNED INLETS AND DRAINAGE SYSTEM AS EARLY AS POSSIBLE INTO THE CONSTRUCTION PHASE. THE DITCHES SHALL BE IMMEDIATELY LINED OR REVEGETATED AS SOON AS THEIR INSTALLATION IS COMPLETE.

1.5 EROSION, SEDIMENTATION AND STABILIZATION CONTROL PLAN

THE EROSION CONTROL PLAN IS INCLUDED IN THE PLAN SET.

1.6 DETAILS AND SPECIFICATIONS

THE EROSION CONTROL DETAILS AND SPECIFICATIONS ARE INCLUDED IN THE PLAN SET.

1.7 WINTER STABILIZATION PLAN

THE WINTER CONSTRUCTION PERIOD IS FROM NOVEMBER 1 THROUGH APRIL 15. IF THE CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15 THEN THE SITE NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. AN AREA CONSIDERED OPEN IS ANY AREA NOT STABILIZED WITH PAVEMENT, VEGETATION, MULCHING, EROSION CONTROL MATS, RIPRAP OR GRAVEL BASE ON A ROAD.

WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT ANY AREA LEFT EXPOSED CAN BE CONTROLLED BY THE CONTRACTOR. UNTIL THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE PROCEEDING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT.

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL THE SUBBASE GRAVEL IS INSTALLED IN ROADWAY/PARKING AREAS OR THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH RATE SHALL BE A MINIMUM OF 150 LBS./1,000 S.F. (3 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED.

THE CONTRACTOR SHALL INSTALL ANY ADDED MEASURES WHICH MAY BE NECESSARY TO CONTROL EROSION/SEDIMENTATION FROM THE SITE DEPENDENT UPON THE ACTUAL SITE AND WEATHER CONDITIONS. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, IN ORDER TO MINIMIZE AREAS WITHOUT EROSION CONTROL PROTECTION.

1. SOIL STOCKPILES

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR AT 150 LBS./1,000 S.F. (3 TONS PER ACRE) OR WITH A FOUR-INCH LAYER OF WOODWASTE EROSION CONTROL MIX. THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE SHALL NOT BE PLACED (EVEN COVERED WITH HAY OR STRAW) WITHIN 100 FEET FROM ANY NATURAL RESOURCES.

2. NATURAL RESOURCE PROTECTION

ANY AREAS WITHIN 100 FEET FROM ANY NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 75% MATURE VEGETATION CATCH, SHALL BE MULCHED BY DECEMBER 1 AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH EROSION CONTROL MATS. DURING WINTER CONSTRUCTION, A DOUBLE LINE OF SEDIMENT BARRIERS (I.E. SILT FENCE BACKED WITH HAY BALES OR EROSION CONTROL MIX) SHALL BE PLACED BETWEEN ANY NATURAL RESOURCES AND THE RESTURBED AREAS. PROTECTING NATURAL RESOURCES SHALL BE PROTECTED A MINIMUM DISTANCE OF 100 FEET ON EITHER SIDE FROM THE RESOURCE. EXISTING PROJECTS NOT STABILIZED BY DECEMBER 1 SHALL BE PROTECTED WITH THE SECOND LINE OF SEDIMENT BARRIER TO ENSURE FUNCTIONALITY DURING THE SPRING THAW AND RAINS.

3. SEDIMENT BARRIERS

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS SHALL CONSIST OF WOODWASTE FILTER BERMS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES AND SEDIMENT SILT FENCES.

4. MULCHING

AN AREA SHALL BE CONSIDERED DENUDED UNTIL AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75-LBS./1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE-INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1,000 SQUARE FEET (3 TONS/ACRE) AND ADEQUATELY ANCHORED THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH.

BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY PEG LINE, MULCH NETTING, ASPHALT EMULSION CHEMICAL OR WOOD CELLULOSE FIBER. WHEN GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH THEN COVER IS SUFFICIENT. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL BARE SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

5. MULCHING ON SLOPES AND DITCHES

SLOPES SHALL NOT BE LEFT EXPOSED FOR ANY EXTENDED TIME OF WORK SUSPENSION UNLESS FULLY MULCHED AND ANCHORED WITH PEG AND NETTING OR WITH EROSION CONTROL BLANKETS. MULCHING SHALL BE APPLIED AT A RATE OF 230 LBS./1,000 S.F. ON ALL SLOPES GREATER THAN 8%.

MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. EROSION CONTROL BLANKETS SHALL BE USED IN LIEU OF MULCH IN ALL DRAINAGE WAYS WITH SLOPES 8%. EROSION CONTROL MIX CAN BE USED TO SUBSTITUTE EROSION CONTROL BLANKETS ON ALL SLOPES EXCEPT DITCHES.

6. SEEDING

BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1ST, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINELY GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. DORMANT SEEDING MAY BE SELECTED TO BE PLACED PRIOR TO THE PLACEMENT OF MULCH AND FABRIC NETTING ANCHORED WITH STAPLES. DORMANT SEEDING IS USED FOR THE SITE. ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS./1,000 S.F. ALL AREAS SEEDD DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

STANDARDS FOR TIMELY STABILIZATION OF CONSTRUCTION SITES DURING WINTER

1. STANDARD FOR THE TIMELY STABILIZATION OF DITCHES AND CHANNELS --- THE APPLICANT SHALL CONSTRUCT AND STABILIZE ALL STONE-LINED DITCHES AND CHANNELS ON THE SITE BY NOVEMBER 15. THE APPLICANT SHALL CONSTRUCT AND STABILIZE ALL GRASS-LINED DITCHES AND CHANNELS ON THE SITE BY SEPTEMBER 1. IF THE APPLICANT FAILS TO STABILIZE A DITCH OR CHANNEL TO BE GRASS-LINED BY SEPTEMBER 1, THEN THE APPLICANT WILL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE DITCH FOR LATE FALL AND WINTER.

INSTALL A SOD LINING IN THE DITCH --- THE APPLICANT SHALL LINE THE DITCH WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL, AND ANCHORING THE SOD WITH JUTE OR PLASTIC MESH TO PREVENT THE SOD STRIPS FROM SLOUCHING DURING FLOW CONDITIONS.

INSTALL A STONE LINING IN THE DITCH --- THE APPLICANT SHALL LINE THE DITCH WITH STONE RIPRAP BY NOVEMBER 15. THE APPLICANT SHALL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE AND LINING THICKNESS NEEDED TO WITHSTAND THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHIN THE DITCH. IF NECESSARY, THE APPLICANT SHALL REGRADE THE DITCH PRIOR TO PLACING THE STONE LINING SO TO PREVENT THE STONE LINING FROM REDUCING THE DITCH'S CROSS-SECTIONAL AREA.

2. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SLOPES --- THE APPLICANT SHALL CONSTRUCT AND STABILIZE STONE-COVERED SLOPES BY NOVEMBER 15. THE APPLICANT SHALL SEED AND MULCH ALL SLOPES TO BE VEGETATED BY SEPTEMBER 1. THE DEPARTMENT SHALL CONSIDER ANY AREA HAVING A SLOPE GREATER THAN 15% TO BE A SLOPE. IF THE APPLICANT FAILS TO STABILIZE ANY SLOPE TO BE VEGETATED BY SEPTEMBER 1, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER.

STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS --- BY SEPTEMBER 1 THE APPLICANT SHALL SEED THE DISTURBED SLOPE WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1,000 SQUARE FEET AND APPLY EROSION CONTROL MATS OVER THE MULCHED SLOPE. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SLOPE BY NOVEMBER 1, THEN THE APPLICANT SHALL COVER THE SLOPE WITH A LAYER OF WOODWASTE COMPOST AS DESCRIBED IN ITEM II OF THIS STANDARD OR WITH STONE RIPRAP AS DESCRIBED IN ITEM IV OF THIS STANDARD.

STABILIZE THE SLOPE WITH SOD --- THE APPLICANT SHALL STABILIZE THE DISTURBED SLOPE WITH PROPERLY INSTALLED SOD BY SEPTEMBER 1. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE APPLICANT SHALL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33% (3H:1V).

STABILIZE THE SLOPE WITH WOODWASTE COMPOST --- THE APPLICANT SHALL PLACE A SIX-INCH LAYER OF WOODWASTE COMPOST ON THE SLOPE BY NOVEMBER 15. PRIOR TO PLACING THE WOODWASTE COMPOST, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED SLOPE. THE APPLICANT SHALL NOT USE WOODWASTE COMPOST TO STABILIZE SLOPES HAVING GRADES GREATER THAN 60% (2H:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

STABILIZE THE SLOPE WITH STONE RIPRAP --- THE APPLICANT SHALL PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15. THE APPLICANT SHALL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

3. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SOILS --- BY SEPTEMBER 15 THE APPLICANT SHALL SEED AND MULCH ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15%. IF THE APPLICANT FAILS TO STABILIZE THESE SOILS BY THIS DATE, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SOIL FOR LATE FALL AND WINTER.

STABILIZE THE SOIL WITH TEMPORARY VEGETATION --- BY SEPTEMBER 1 THE APPLICANT SHALL SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1,000 SQUARE FEET, LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1,000 SQUARE FEET, AND ANCHOR THE MULCH WITH PLASTIC NETTING. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1, THEN THE APPLICANT SHALL MULCH THE AREA FOR OVER-WINTER PROTECTION AS DESCRIBED BELOW.

STABILIZE THE SOIL WITH SOD --- THE APPLICANT SHALL STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY SEPTEMBER 15. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.

STABILIZE THE SOIL WITH MULCH --- BY NOVEMBER 15 THE APPLICANT SHALL MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 POUNDS PER 1,000 SQUARE FEET ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. PRIOR TO APPLYING THE MULCH, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED AREA. IMMEDIATELY AFTER APPLYING THE MULCH, THE APPLICANT WILL ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

1.8 MAINTENANCE OF FACILITIES

THE STORMWATER FACILITIES WILL BE MAINTAINED BY THE APPLICANT, HRES INVESTMENT 2 LLC OR THEIR ASSIGNED HERIS. THE CONTRACT DOCUMENTS WILL REQUIRE THE CONTRACTOR TO DESIGNATE A PERSON RESPONSIBLE FOR MAINTENANCE OF THE SEDIMENTATION CONTROL FEATURES DURING CONSTRUCTION AS REQUIRED BY THE EROSION CONTROL REPORT. LONG-TERM OPERATION/MAINTENANCE RECOMMENDED FOR THE STORMWATER FACILITIES IS PRESENTED BELOW.

IN ACCORDANCE WITH THE CITY OF LEWISTON ZONING AND LAND USE CODE, APPENDIX A, ARTICLE XII, THE APPLICANT, HRES INVESTMENT 2 LLC OR THEIR ASSIGNED HERIS SHALL HAVE A LEGAL OBLIGATION TO OPERATE, REPAIR, MAINTAIN, AND REPLACE THE STORMWATER MANAGEMENT FACILITIES. THE CITY OF LEWISTON SHALL HAVE THE ABILITY TO ESTABLISH A SPECIAL ASSESSMENT, DISTRICT, OR OTHER MEANS UPON THE APPLICANT, HRES INVESTMENT 2 LLC OR THEIR ASSIGNED HERIS TO ENSURE SAID RESOURCES ARE AVAILABLE.

THE APPLICANT, HRES INVESTMENT 2 LLC OR THEIR ASSIGNED HERIS SHALL PROPERLY MAINTAIN, REPAIR, OR REPLACE STORMWATER MANAGEMENT FACILITIES SERVING THE DEVELOPMENT AFTER THE DEVELOPER HAS LEGALLY RELINQUISHED THAT RESPONSIBILITY.

THE RESPONSIBLE PARTY MAY CONTRACT WITH SUCH PROFESSIONALS, AS MAY BE NECESSARY IN ORDER TO COMPLY WITH THIS PROVISION AND MAY RELY ON THE ADVICE OF SUCH PROFESSIONALS IN CARRYING OUT ITS DUTY HEREUNDER. PROVIDED, THAT THE FOLLOWING OPERATION AND MAINTENANCE PROCEDURES ARE HEREBY ESTABLISHED AS A MINIMUM FOR COMPLIANCE WITH THIS SECTION.

INSPECTION AND MAINTENANCE FREQUENCY AND CORRECTIVE MEASURES:

THE FOLLOWING AREAS, FACILITIES, AND MEASURES WILL BE INSPECTED AND THE IDENTIFIED DEFICIENCIES WILL BE CORRECTED. CLEAN-OUT MUST INCLUDE THE REMOVAL AND LEGAL DISPOSAL OF ANY ACCUMULATED SEDIMENTS AND DEBRIS.

CATCH BASINS:

INSPECT CATCH BASINS 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE CATCH BASINS ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. CLEAN STRUCTURES WHEN SEDIMENT DEPTHS REACH 12" FROM INVERT OF OUTLET. IF THE BASIN OUTLET IS DESIGNED WITH A HOOD TO TRAP FLOATABLE MATERIALS (I.E. SNOU), CHECK TO ENSURE WATERTIGHT SEAL IS WORKING. AT A MINIMUM, REMOVE FLOATING DEBRIS AND HYDROCARBONS AT THE TIME OF THE INSPECTION.

INLET/OUTLET CONTROL STRUCTURES:

INSPECT STRUCTURES AND PIPING 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE STRUCTURES ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW; REMOVE ACCUMULATED SEDIMENTS AND DEBRIS WITHIN THE STRUCTURE.

STORMDRAIN OUTLETS:

INSPECT OUTLETS 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE OUTLETS ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW; REMOVE ACCUMULATED SEDIMENTS AND DEBRIS AT THE OUTLET AND WITHIN THE CONDUIT REPAIR ANY EROSION DAMAGE AT THE STORMDRAIN OUTLET.

DETENTION POND:

INSPECT POND 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT IT IS WORKING IN ITS INTENDED FASHION AND THAT IT IS FREE OF TRASH AND DEBRIS. REMOVE AND PROPERLY DISPOSE OF ANY ACCUMULATED SEDIMENT OR DEBRIS AS NEEDED. INSPECT THE EMBANKMENTS AND SPILLWAYS FOR SETTLEMENT, SLOPE EROSION, AND DOWNSTREAM SWAMPING. MOW THE EMBANKMENTS AS NEEDED TO CONTROL WOODY VEGETATION. THE FACILITIES WILL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES WILL BE CORRECTED.

VEGETATED AREAS:

INSPECT SLOPES AND EMBANKMENTS EARLY IN THE GROWING SEASON TO IDENTIFY ACTIVE OR POTENTIAL EROSION PROBLEMS. REPLANT BARE AREAS OR AREAS WITH SPARSE GROWTH. WHEN RILL EROSION IS EVIDENT, ARBOR THE AREA WITH AN APPROPRIATE LINING OR DIVERT THE EROSION FLOWS TO ON-SITE AREAS ABLE TO WITHSTAND THE CONCENTRATED FLOWS. THE FACILITIES WILL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES WILL BE CORRECTED.

DITCHES, SWALES AND OTHER OPEN STORMWATER CHANNELS:

INSPECT 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THEY ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF SEDIMENT AND DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW, INCLUDING ACCUMULATED SEDIMENTS AND DEBRIS AND VEGETATED GROWTH. REPAIR ANY EROSION OF THE DITCH LINING. VEGETATED DITCHES WILL BE MOWED AT LEAST ANNUALLY OR OTHERWISE MAINTAINED TO CONTROL THE GROWTH OF WOODY VEGETATION AND MAINTAIN FLOW CAPACITY. ANY WOODY VEGETATION GROWING THROUGH RIPRAP LININGS MUST ALSO BE REMOVED. REPAIR ANY SLUMPING SIDE SLOPES AS SOON AS PRACTICABLE. IF THE DITCH HAS A RIPRAP LINING, REPLACE RIPRAP ON AREAS WHERE ANY UNDERLYING FIBER FABRIC OR UNDERDRAIN GRAVEL IS SHOWING THROUGH THE STONE OR WHERE STONES HAVE DISLODGED. CORRECT ANY EROSION OF THE CHANNEL'S BOTTOM OR SIDESLOPES. THE FACILITIES WILL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES WILL BE CORRECTED.

ROADWAYS AND PARKING SURFACES: CLEAR ACCUMULATIONS OF WINTER SAND IN PARKING LOTS AND ALONG ROADWAYS AT LEAST ONCE A YEAR, PREFERABLY IN THE SPRING. ACCUMULATIONS ON PAVEMENT MAY BE REMOVED BY PAVEMENT SEEDING. ACCUMULATIONS OF SAND ALONG ROAD SHOULDERS MAY BE REMOVED BY GRADING EXCESS SAND TO THE PAVEMENT EDGE AND REMOVING IT MANUALLY OR BY A FRONT-END LOADER. REPAIR POTHOLES AND OTHER ROADWAY OBSTRUCTIONS AND HAZARDS. PLOWING AND SANDING OF PAVED AREAS SHALL BE PERFORMED AS NECESSARY TO MAINTAIN VEHICULAR TRAFFIC SAFETY.

1.9 INSPECTION

ANY PERSON OWNING, OPERATING, LEASING OR HAVING CONTROL OVER STORMWATER MANAGEMENT FACILITIES SHALL COMPLY WITH THE FOLLOWING:

- A) A QUALIFIED POST CONSTRUCTION THIRD-PARTY INSPECTOR SHALL, AT LEAST ANNUALLY, INSPECT THE STORMWATER MANAGEMENT FACILITIES, INCLUDING BUT NOT LIMITED TO ANY PARKING AREAS, CATCH BASINS, DRAINAGE SWALES, DETENTION BASINS AND PONDS, PIPES AND RELATED STRUCTURES, IN ACCORDANCE WITH ALL MUNICIPAL AND STATE INSPECTION, CLEANING AND MAINTENANCE REQUIREMENTS OF THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN.
B) IF THE STORMWATER MANAGEMENT FACILITIES REQUIRE MAINTENANCE TO FUNCTION AS INTENDED BY THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN, THAT PERSON SHALL TAKE CORRECTIVE ACTION(S) TO ADDRESS THE DEFICIENCY OR DEFICIENCIES.
C) A QUALIFIED POST CONSTRUCTION THIRD-PARTY INSPECTOR SHALL PROVIDE, ON OR BY MAY 31 OF EACH YEAR, A COMPLETED AND SIGNED CERTIFICATION TO THE ENFORCEMENT AUTHORITY IN A FORM IDENTICAL TO THE CITY OF LEWISTON'S ANNUAL STORMWATER MANAGEMENT FACILITIES CERTIFICATION FORM, CERTIFYING THAT THE STORMWATER MANAGEMENT FACILITIES HAVE BEEN INSPECTED, AND THAT THEY ARE ADEQUATELY MAINTAINED AND FUNCTIONING AS INTENDED BY THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN, OR THAT THEY REQUIRE MAINTENANCE OR REPAIR, DESCRIBING ANY REQUIRED MAINTENANCE AND ANY DEFICIENCIES FOUND DURING INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES AND, IF THE STORMWATER MANAGEMENT FACILITIES REQUIRE MAINTENANCE OR REPAIR OF DEFICIENCIES IN ORDER TO FUNCTION AS INTENDED BY THE APPROVED POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN, THE PERSON SHALL PROVIDE A RECORD OF THE REQUIRED MAINTENANCE OR DEFICIENCY AND CORRECTIVE ACTION(S) TAKEN.

PROJECT: FAMILY DOLLAR SEEDING PLAN
SITE LOCATION: LEWISTON, ME
TEMPORARY SEEDING

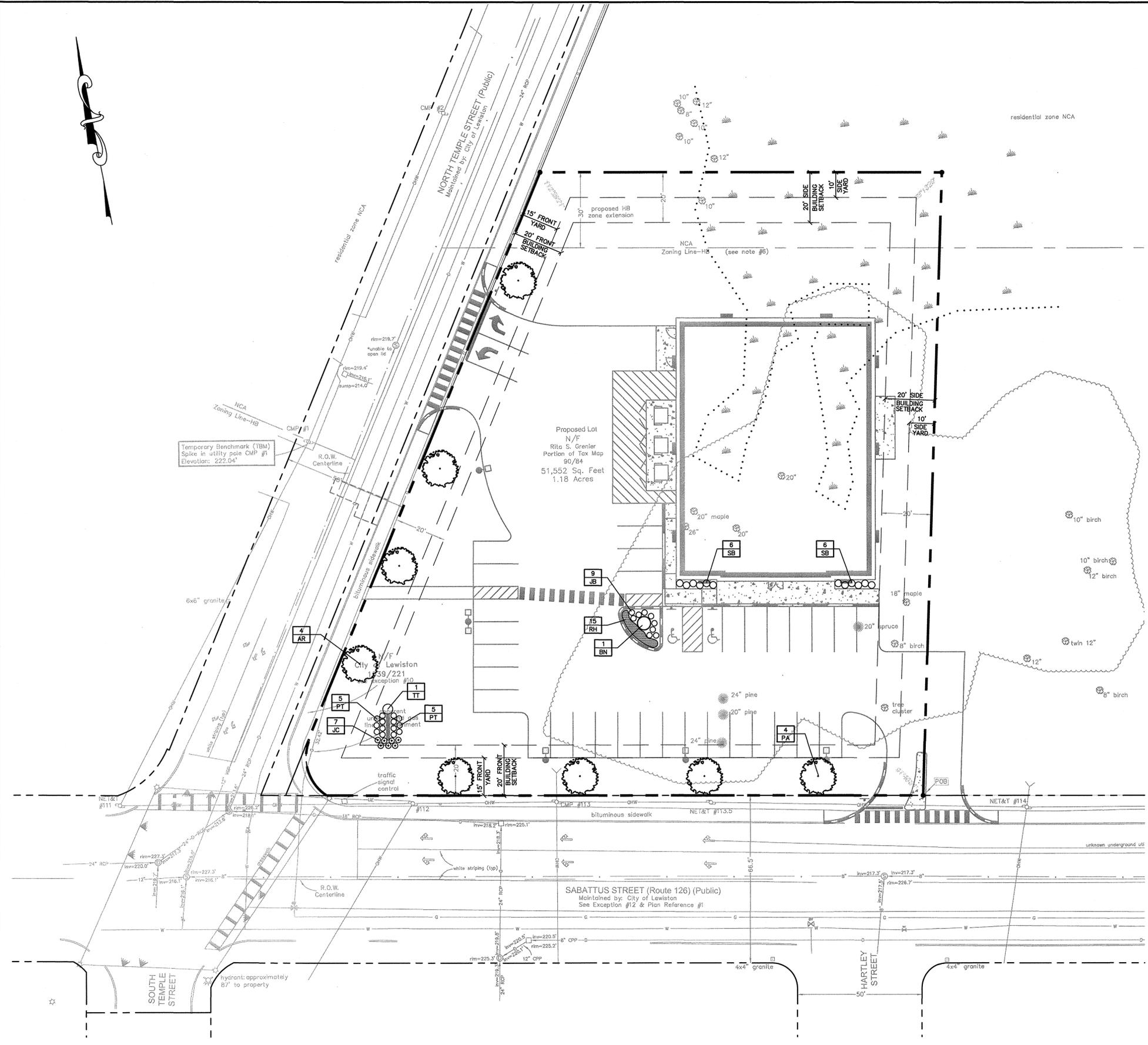
- 1. INSTRUCTION ON PREPARATION OF SOIL: PREPARE A GOOD SEED BED FOR PLANTING METHOD USED.
2. APPLY LIME AS FOLLOWS: # / ACRES, OR 138 # /M SQ. FT.
3. FERTILIZE WITH # POUNDS OF # N-P-K/AC. OR 18.4 POUNDS OF 10-20-20 N-P-K/M SQ. FT.
4. METHOD OF APPLYING LIME AND FERTILIZER: SPREAD AND WORK INTO THE SOIL BEFORE SEEDING.
5. SEED WITH THE FOLLOWING MIXTURE:
50% WINTER RYE
50% ANNUAL RYE
6. MULCHING INSTRUCTIONS: APPLY AT THE RATE OF # PER ACRE, OR 75# POUNDS PER M. SQ. FT.
7. TOTAL LIME 138 #/1000 SQ. FT.
8. TOTAL FERTILIZER 18.4 #/1000 SQ. FT.
9. TOTAL SEED 1.03 #/1000 SQ. FT.
10. TOTAL MULCH 75 #/1000 SQ. FT.
11. TOTAL OTHER MATERIALS, SEEDS, ETC.
12. REMARKS

SPRING SEEDING IS RECOMMENDED, HOWEVER, LATE SUMMER (PRIOR TO SEPTEMBER 1) SEEDING

GENERAL PLANTING NOTES

- CALL DIG-SAFE (1-888-344-7233) PRIOR TO BEGINNING WORK. THE LANDSCAPE CONTRACTOR IS ADVISED OF THE PRESENCE OF UNDERGROUND UTILITIES AND SHALL VERIFY THE EXISTENCE AND LOCATION OF SAME BEFORE COMMENCING AND DIGGING OPERATIONS. THE LANDSCAPE CONTRACTOR SHALL REPLACE OR REPAIR UTILITIES PAVING, WALKS, CURBING, ETC. DAMAGED IN PERFORMANCE OF THIS JOB AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH ALL SITE CONDITIONS PRIOR TO CONSTRUCTION BIDDING.
- DO NOT SCALE FROM DRAWINGS. ANY OMISSIONS IN DIMENSIONING SHALL BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT. ANY DISCREPANCIES BETWEEN DRAWINGS, PLANT QUANTITIES, DETAILS, NOTES AND SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT FOR FURTHER DIRECTION AND RESOLUTION BEFORE ANY ADDITIONAL WORK PROCEEDS.
- PROVIDE SMOOTH TRANSITION WHERE NEW WORK MEETS EXISTING CONDITIONS.
- CONTRACTOR SHALL FURNISH AND PLACE 12 INCHES OF LOAM IN ALL SHRUB BEDS, 30 INCHES IN ALL TREE PITS, AND 6 INCHES UNDER ALL TURF AREAS. THE LANDSCAPE CONTRACTOR SHALL COORDINATE SUBGRADE PREPARATION WITH THE GENERAL CONTRACTOR PRIOR TO PLACING LOAM.
- ALL PLANT MATERIAL INSTALLED SHALL MEET THE SPECIFICATIONS OF "AMERICAN STANDARDS FOR NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSEYMEN".
- ALL PLANT MATERIAL SHALL BE FREE FROM INSECTS AND DISEASE.
- ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. THIS IS TO INCLUDE PROPER PLANTING MIX, PLANT BED AND TREE PIT PREPARATION, PRUNING STAKING OR GUYING WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE UNTIL ACCEPTANCE FROM THE OWNER.
- ALL GRASS, OTHER VEGETATION AND DEBRIS SHALL BE REMOVED FROM ALL PLANTING AREAS PRIOR TO PLANTING.
- EXISTING TREES TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION AND SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- ANY DEVIATION FROM THE LANDSCAPE PLAN, INCLUDING PLANT LOCATION, SELECTION, SIZE, QUANTITY, OR CONDITION SHALL BE REVIEWED AND APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT (AND MUNICIPAL AUTHORITY, IF APPLICABLE) PRIOR TO INSTALLATION ON SITE.
- WHERE INDICATED ON PLAN, PLANTING SOIL MIXTURE FOR GROUND COVER AND PERENNIAL BED AREAS SHALL CONSIST OF FOUR PARTS TOPSOIL, TWO PARTS SPHAGNUM PEAT MOSS, AND ONE PART HORTICULTURAL PERLITE BY VOLUME. PEAT MOSS MAY BE SUBSTITUTED WITH WELL-ROTTED OR DEHYDRATED MANURE OR COMPOST. ROTOTILL BEDS TO A DEPTH OF 8 INCHES.
- DAMAGE TO EXISTING SITE IMPROVEMENTS DURING INSTALLATION OF LANDSCAPE MATERIAL SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL COORDINATE INSPECTION OF PLANT MATERIAL AND LOCATIONS WITH PROJECT LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ALL PLANT MATERIAL SHALL BE ON-SITE AND PLACED BEFORE INSPECTION CAN BE COMPLETED. A MINIMUM OF 48 HOUR NOTIFICATION SHALL BE REQUIRED.
- MAINTENANCE REQUIREMENTS: PRUNE DEAD OR DAMAGED BRANCHES, MAINTAIN GUY POSTS AND WATER AS REQUIRED UNTIL PROJECT COMPLETION AND ACCEPTANCE BY OWNER.
- WATERING: ALL PLANTINGS SHALL BE THOROUGHLY WATERED UPON INSTALLATION, AND THEN WEEKLY WHENEVER ANY DRY SPELLS OCCUR, UNTIL ACCEPTANCE BY OWNER.
- LANDSCAPE CONTRACTOR OR PLANT SUPPLIER SHALL GUARANTEE PLANTS AND PROVIDE REPLACEMENTS FOR TWO YEARS FROM INSTALLATION.
- CONTRACTOR SHALL PLACE 3" SHREDDED BARK MULCH AROUND SHRUB BEDS AND TREE PITS.

PLANT SPECIES LIST					
SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AR	4	ACER RUBRUM	RED MAPLE	2-1/2" CAL.	B&B
BN	1	BETULA NIGRA	RIVER BIRCH	10'	MULTI STEM B&B
JB	9	JUNIPEROUS h. BAR HARBOR	BAR HARBOR JUNIPER	18"	CONT.
JC	7	JUNIPEROUS SARGENTII	SARGENT'S JUNIPER	18"	CONT.
PA	4	PYRUS ARISTOCRAT	ARISTOCRAT PEAR	2-1/2" CAL.	B&B
PT	10	POTENTILLA ABBOTTWOOD	ABBOTTWOOD POTENTILLA	18"	CONT.
RH	15	RUDBECKIA HIRTA	BLACK EYED SUSAN	1 GAL.	CONT.
SB	12	SPIREA GOLD FLAME	GOLD FLAME SPIREA	18"	CONT.
TT	1	THUJA TECHNY	TECHNY ARBORVITAE	6'	B&B



U:\2765.01 Family Dollar Lewiston.VZ - CAD\dwg\2765-01-LANDSCAPE.dwg - 11/20/2013 9:04 AM

Rev.	Date	Revision

SITE PLAN REVIEW	Date	By

Design: - Draft: CG Date: OCT 2013
 Checked: AMP Scale: 1"=20' Job No.: 2765.01
 File Name: 2765-01-LANDSCAPE.dwg
 This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCE). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.

GP Gorrill-Palmer Consulting Engineers, Inc.
 Engineering Excellence Since 1998
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Drawing Name:	Landscaping Plan
Project:	Family Dollar 964 Sabattus Street, Lewiston, Maine
Client:	HRES Investments 2, LLC 5100 West Kennedy Blvd, Suite 100, Tampa FL 33609

Drawing No.
L101



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: November 21, 2013
RE: November 25, 2013 Planning Board Agenda Item V(a)

Disposition of City Properties: 7 Bartlett Street, 68 Jones Avenue, 11 Walker Avenue

Pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code, the board shall review and make a recommendation to the city council with regard to the disposition of all public ways, lands, buildings and other municipal facilities.

On November 19, 2013 the City Council voted for the City take formal possession of, and subject to a positive recommendation from the Planning Board, offer the following properties for sale through a formal bid process: 7 Bartlett Street, 68 Jones Avenue, 11 Walker Avenue.

Specific reference should be made the City Council Order November 19, 2013, Finance Director Heather Hunter's memorandum dated November 12, 2013.

ACTION NECESSARY:

Make a motion pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the disposition of the following properties: 7 Bartlett Street, 68 Jones Avenue, and 11 Walker Avenue.



**City of Lewiston Maine
City Council Order
November 19, 2013**

Order, Authorizing the Foreclosure and Sale of Real Estate Located at 11 Walker Avenue, and Land Located at 68 Jones Avenue and 7 Bartlett Street.

WHERE AS, the owner Mary L. Cummings failed to pay her 2011 real estate taxes on a timely basis at 11 Walker Avenue (Book 8180 Page 256, Parcel 00-007324) in the amount of \$7,358.01;

WHERE AS, the owner Corilda Paradis failed to pay her 2011 real estate taxes on a timely basis at 68 Jones Avenue (Book 8181 Page 202, Parcel 00-007807) in the amount of \$1,299.33;

WHERE AS, the owner Corilda Paradis failed to pay her 2011 real estate taxes on a timely basis at 7 Bartlett Street (Book 8181 Page 203, Parcel 00-007808) in the amount of \$2,542.42;

WHERE AS, a real estate tax lien was recorded on June 17, 2011, and matured on December 17, 2012, in the amounts noted above;

WHERE AS, the owners and/or their representatives have no desire to pay the outstanding taxes;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON, to foreclose on 11 Walker Avenue, 68 Jones Avenue, and 7 Bartlett Street and place the parcels for sale to the general public using a formal bid process.



Finance Department

Heather Hunter
Director of Finance/Treasurer
hhunter@lewistonmaine.gov



TO: Mayor Robert E. Macdonald
And Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: **Foreclosed Parcels**

DATE: November 12, 2013

The City has two parcels of vacant land and one residential property where tax liens matured on December 17, 2012. The two Power of Attorneys have agreed that the City should foreclose and dispose of the properties.

In accordance with City Policy #92, *Properties with Matured Tax or Sewer Liens*, the Tax Collector sent a 30-day matured lien demand letter to the property owners, through their Power of Attorneys on October 3, 2013. The City received no response back from the owner/Power of Attorney of the Paradis parcels. The niece/Power of Attorney for Mrs. Cummings has indicated she has no intention of paying the back taxes and is aware of the City's plan to acquire the land.

The specific detail of each parcel is noted in the following table:

Address	Owner	Assessed Value	Total Due	Matured Tax Liens	Last Pymt. Date
11 Walker Ave. - Land	Mary Cummings	\$32,640			
11 Walker Ave. - Bldg.	Mary Cummings	\$39,440	\$7,358.01	FY2011	08/08/2013
68 Jones Avenue	Corilda Paradis	\$10,080	\$1,299.33	FY2011	12/09/2011
7 Bartlett Street	Corilda Paradis	\$21,000	\$2,542.42	FY2011	12/09/2011

All parcels are relatively small, but there is some interest by the abutting property owners to purchase the vacant land. The Walker Avenue residential parcel is the largest at .6 acres, followed by 7 Bartlett Street at .21, and 68 Jones Avenue at .12 acres.

It has been the City's goal not to serve as a property manager for tax acquired property and to offer these parcels for sale in accordance with the prescribed *Property Disposition Policy* (Policy #38). The requested City Council action is to approve an order allowing staff to tax acquire all three parcels outlined above and sell 11 Walker Avenue, 68 Jones Avenue, and 7 Bartlett Street using a formal bid process.

Once Council action is taken on November 19th, the Planning Board will take action on November 25th. If affirmative votes are received by both boards, the Director of Budget and Purchasing will advertise the parcels for sale in early December, through a sealed formal bid process. Advertisements will be placed in the local paper, and real estate brokers and abutting property owners will be notified. The City Administrator will bring the bid results back to you for award.

Please feel free to contact me if you have additional questions or comments.

PROPERTY DISPOSITION

1.0 Purpose

The purpose of this Policy is to provide guidelines for City staff to follow in handling and processing real property in the City's possession which is considered excess to the City's needs.

2.0 Policy

It is the City's policy to periodically review real property in the City's possession to determine whether retention, sale, or lease of such property is in the best interest of the City and to respond in a timely fashion to requests from private parties seeking to purchase or lease such property.

3.0 Determination of Willingness to Sell or Lease City-Owned Property

3.1 City Initiated Sale or Lease

3.1.1 The Planning and Code Department of the City will periodically review real property currently owned by the City but not in active use for municipal purposes to determine whether these properties should be retained or considered for sale or lease. Once properties have been identified for which there is no current City use, the Department will notify the City Administrator.

3.1.2 The City Administrator will then notify all Department Heads of the property or properties being considered for sale and offer them the opportunity to indicate any potential use or need their department might have for the property, including its potential for land banking against future uses.

3.1.3 After consideration of the responses of the various Departments, the Administrator will make a determination if the property should be declared surplus or retained for potential future use.

3.2 Private Sector Request to Purchase or Lease

3.2.1 All requests from the private sector for the purchase or lease of City property shall be directed to the City Administrator.

3.2.2 The Administrator shall notify all Department Heads of the request and provide them with the opportunity to identify any current or potential use which the City may have for the property.

3.2.3 After consideration of the responses of the various Departments, the Administrator will make a determination of whether the property should be declared surplus or retained for current or potential future use.

3.2.3 Once the Administrator has determined a property to be surplus, the Planning Board will be asked to review and make a recommendation on whether to proceed with its disposition. A recommendation from the Planning Board will remain valid for three years; however, should

PROPERTY DISPOSITION

circumstances change during this period, the Administrator may seek an updated review and recommendation.

4.0 Procedure for Disposition of Surplus Property – Substandard Lots

- 4.1 Vacant lots that do not meet minimum space and bulk standards for construction may, at the discretion of the City Administrator, be offered for sale or lease to abutting property owners. If one or more of these owners express an interest in the property, the City Administrator shall make a recommendation to the City Council on the disposition of the property.
- 4.2 The following factors will be considered in determining whether the property should be sold:
 - 4.2.1 The proposed sale price or lease rate, if any, as compared to an estimate of the value of the property prepared by the City Assessor;
 - 4.2.2 The proposed use of the property;
 - 4.2.3 The value of any proposed improvements to the property;
 - 4.2.4 The impact of the sale or lease of the property on the assessed value of the adjacent property in the same ownership; and
 - 4.2.5 The extent to which the sale or lease will support overall City policy in the area or neighborhood within which the property is located.

5.0 Procedure for the Disposition of Surplus Property – Potentially Developable

In instances where surplus property may be redeveloped or developed, that property may be marketed by one of a number of methods based on the nature and estimated value of the property and any specific plans or policies which development of the property might either further or hinder. The following methods may be used to market the property, including a combination of two or more.

- 5.1 **Request for Proposals.** The City may use a Request for Proposals process. This process is generally best suited to significant development parcels for which the City has specific expectations as to the nature, type, and value of the anticipated development.
- 5.2 **Real Estate Broker.** The City may contract with a real estate broker to find a buyer. This method may be most applicable to individual properties or groups of properties that the City is seeking to redevelop or develop for a specified purpose such as single family housing and/or multi-family housing renovation.
- 5.3 **Formal Bid.** The City may advertise for formal bids. This method may be most applicable in instances where the City believes that multiple parties may be interested in the property and the nature of the development or redevelopment is such that the City does not anticipate placing additional restrictions on what is to happen on the property after its sale.
- 5.4 **Self-Brokerage.** The City may employ a sell by owner approach. This would generally be applicable to situations such as the sale of individual lots within a residential or commercial subdivision.

PROPERTY DISPOSITION

- 5.5 **Direct Negotiation.** Where alternative methods have failed to produce an acceptable sale and/or in instances where the City has been directly approached by an individual or organization with a proposal that matches or exceeds the City's expectations for development on the parcel, the City may entertain direct negotiations with a private party who expresses interest in purchasing a property.
- 5.6 The City Administrator shall recommend to the City Council the disposition method or methods to be used at the time the Council is asked to approve disposition of the property.

6.0 Council Approval of Disposition

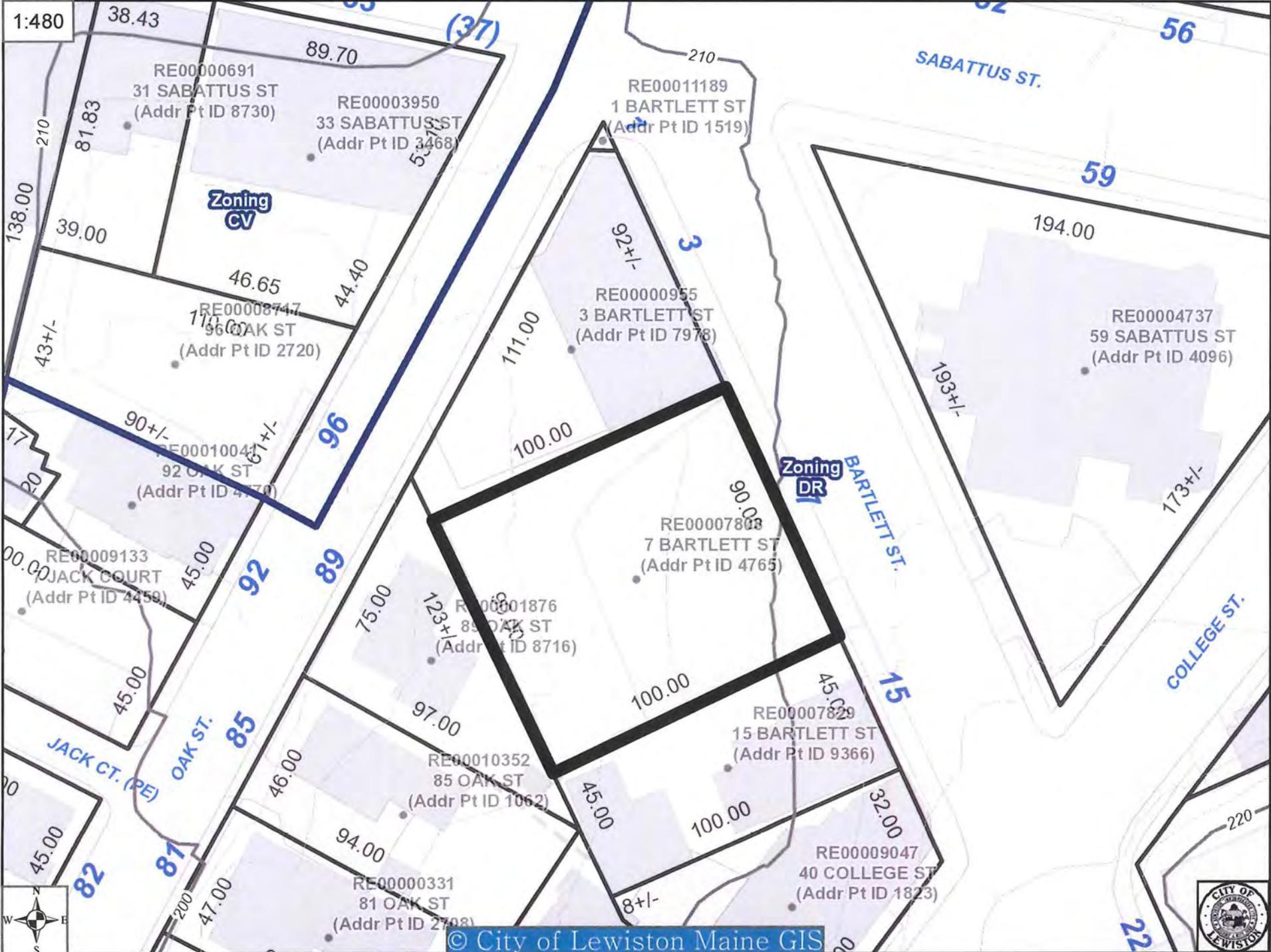
- 6.1 The final decision to accept a bid, proposal, or offer to purchase City-owned property must be made by the City Council.
- 6.2 The normal process for transferring a city-owned property will be by way of municipal quitclaim deed. Warranty deeds may be approved in instances where such action is recommended by the City Administrator for good and reasonable cause.

From: [Ed Barrett](#)
To: [David Hediger](#)
Cc: [Gildace Arsenault](#)
Subject: Property Disposition
Date: Monday, November 18, 2013 4:36:43 PM

David:

The various Departments have been provided the opportunity to indicate whether they saw any need to retain the three properties on the Planning Board agenda that will be before the Council tomorrow night for approval to acquire and dispose of, subject to a positive recommendation of the Planning Board. Other than the short term need to use 7 Bartlett as a staging yard for the Oak Street separation project, no department has indicated a need for these properties.

Ed



1:600

RE00010278
12 WALKER AVE
(Addr Pt ID 8679)

RE00009216
21 WALKER AVE
(Addr Pt ID 8166)

RE00004935
17 WALKER AVE
(Addr Pt ID 5079)

Zoning
NCA
RE00007324
11 WALKER AVE
(Addr Pt ID 4485)

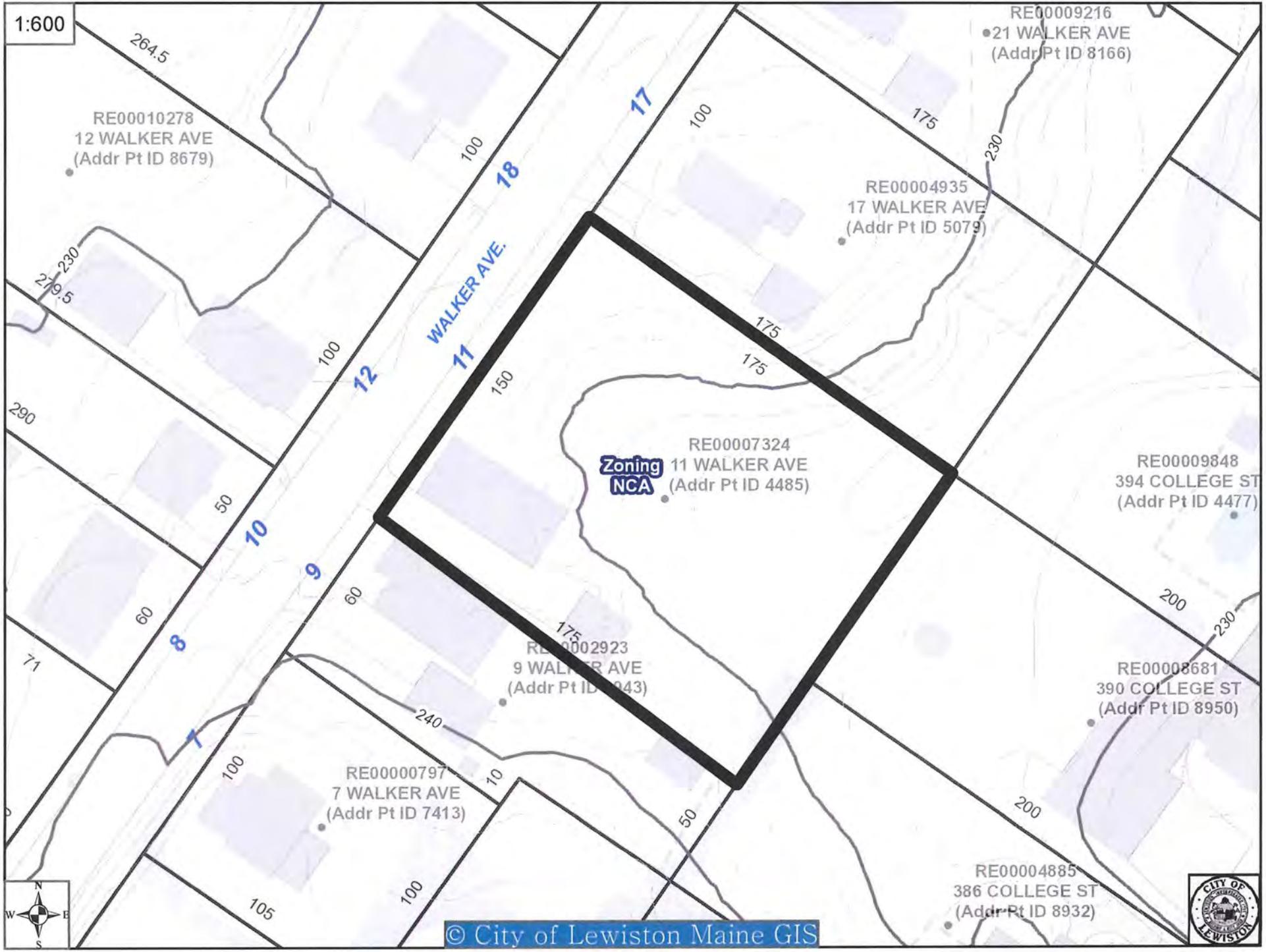
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394 COLLEGE ST
(Addr Pt ID 4477)

RE00002923
9 WALKER AVE
(Addr Pt ID 2943)

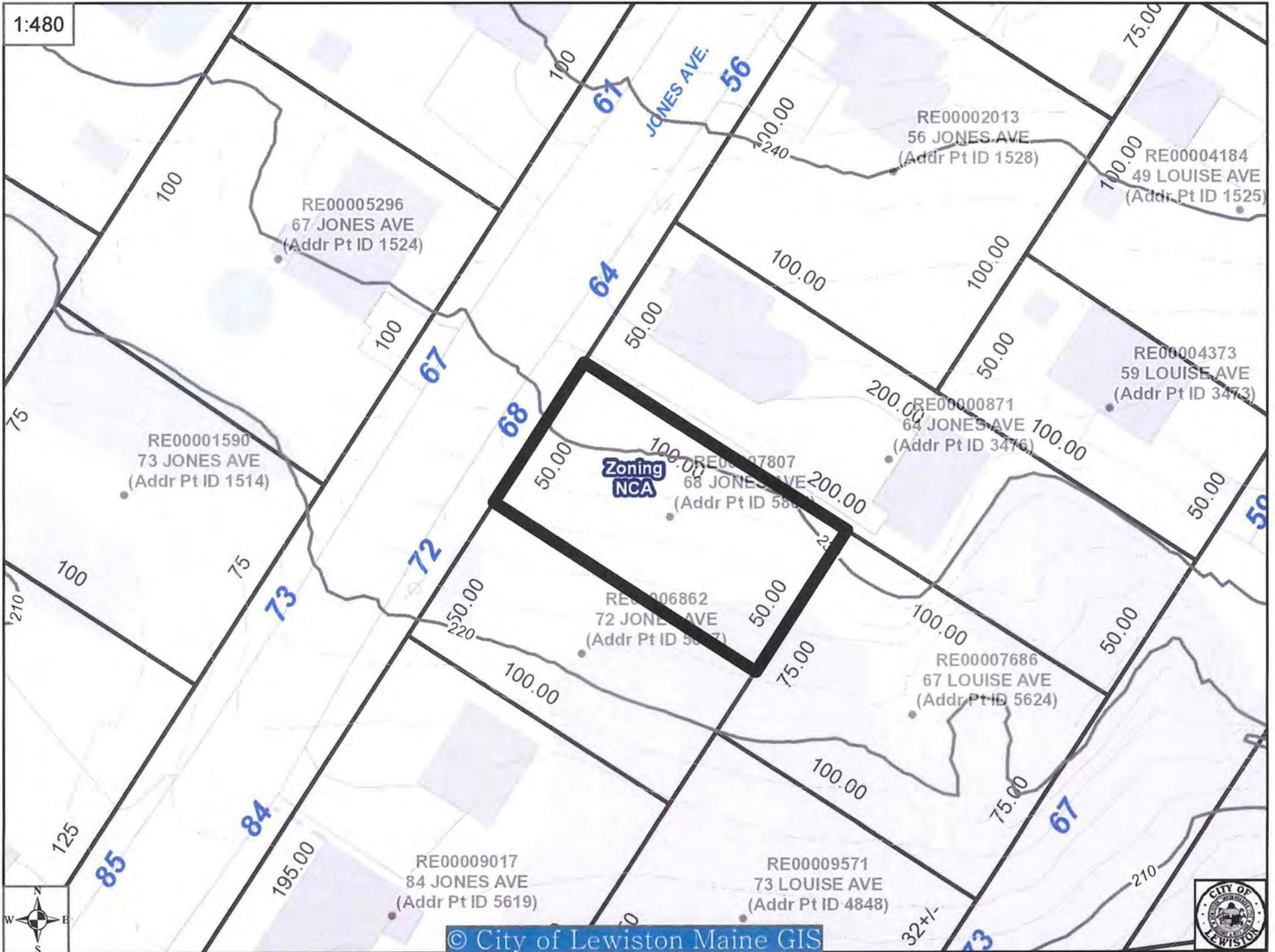
RE00008681
390 COLLEGE ST
(Addr Pt ID 8950)

RE00000797
7 WALKER AVE
(Addr Pt ID 7413)

RE00004885
386 COLLEGE ST
(Addr Pt ID 8932)



1:480



**Zoning
NCA**

RE00005296
67 JONES AVE
(Addr Pt ID 1524)

RE00001590
73 JONES AVE
(Addr Pt ID 1514)

RE00007807
68 JONES AVE
(Addr Pt ID 5587)

RE00006862
72 JONES AVE
(Addr Pt ID 5587)

RE00009017
84 JONES AVE
(Addr Pt ID 5619)

RE00002013
56 JONES AVE
(Addr Pt ID 1528)

RE00004184
49 LOUISE AVE
(Addr Pt ID 1525)

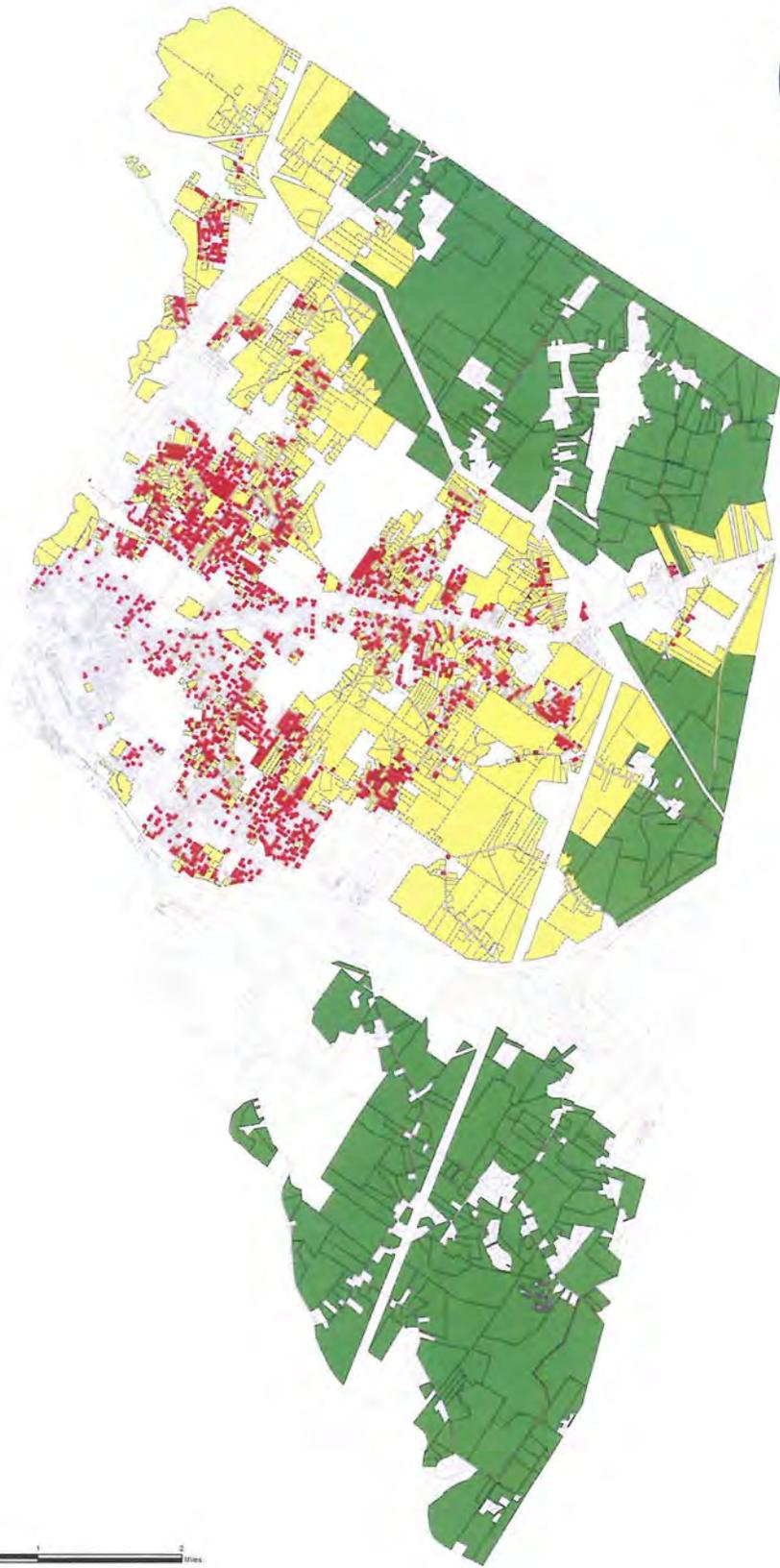
RE00004373
59 LOUISE AVE
(Addr Pt ID 3473)

RE00000871
64 JONES AVE
(Addr Pt ID 3476)

RE00007686
67 LOUISE AVE
(Addr Pt ID 5624)

RE00009571
73 LOUISE AVE
(Addr Pt ID 4848)





Legend

-  Lots 10,000 to 19,999 sf - Vacant or Single Fam
-  Lots 20,000 sf or greater - Vacant or Single Fam
-  Lots in RA 3 acres or Greater

This study excluded parcels in the following districts:
RF, CB, HB, CV, OS, I, UE, M, and RC Zoning.

**Parcel Zoning, Size Relationship
Ordinance Consideration
for Domestic Chickens**

Date: 11/18/2013



**AN ORDINANCE PERTAINING TO THE ZONING AND LAND USE CODE
THE CITY OF LEWISTON HEREBY ORDAINS:**

Appendix A of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

**APPENDIX A
ZONING AND LAND USE CODE
ARTICLE V. ADMINISTRATION AND ENFORCEMENT**

Sec. 3. General provisions.

(x) Notwithstanding the provisions under Article XI, section 1 through 14, district regulations, with respect to permitted and conditional uses, the keeping of up to six chickens is permitted in ~~all-residential~~ zoning districts on lots developed with single family detached dwellings including mobile homes on individual lots pursuant to the provisions contained in Chapter 14, Article XIII, Sec 14-45 thru 14-57 and Chapter 22, Section 22-28.

REASONS FOR THE PROPOSED AMENDMENT

In the City of Lewiston, the keeping of chicken is limited to properties located in the Rural Agricultural (RA) district on lots of at least three acres. Within the last year, there has been an interest by citizens to keep domesticated chickens in zoning districts other than the RA. On June 16, 2009 the City Council voted for the Planning Board to prepare an amendment to allow the keeping of chickens in residential areas and provide a recommendation for the City Council’s consideration.

The proposed amendment to Article V, Section 3(X) of the Zoning and Land Use Code allows for the keeping of up to six chickens is permitted in all zoning districts on lots developed with single family detached dwellings including mobile homes on individual lots pursuant to the provisions contained below in Chapter 14, Article XIII, Sec 14-45 thru 14-57 and Chapter 22, Section 22-28.

**AN ORDINANCE PERTAINING TO THE KEEPING OF CHICKENS IN THE
CITY OF LEWISTON HEREBY ORDAINS:**

Chapter 14 Animals

Article I. In General

Sec.14-1. Definitions

Setback, front means the distance from the front line of the property or the side line of the street.

Setback, rear means the distance from the rear line of the lot.

Setback, side means the distance from the side property line of the lot. Any lot line not a back lot line or a front lot line shall be deemed a side lot line.

Article VII. Keeping of Non-Domestic Animals

DIVISION 3. OTHER ANIMALS

Sec. 14-31. Keeping of fowl, rabbits and guinea pigs.

Fowl, rabbits and guinea pigs shall only be kept on lots or tracts of land where allowed pursuant to Appendix A, Article XI of the Zoning and Land Use Code. Fowl, rabbits and guinea pigs must be kept indoors, or if outdoors, in a secure pen or enclosure. Litter and droppings from these animals must be collected and disposed of in accordance with the provisions of section 14-41, disposal of excrement in general, shall specifically apply to the disposal of excrement of fowl, rabbits, and guinea pigs. Provided, however, that the provisions of this section and section 14-41 shall not apply to ducks or other waterfowl inhabiting natural or manmade water courses or bodies of water.

Article XIII. Keeping of Chickens on Lots Developed with Single Family Detached Dwellings Including Mobile Homes on Individual Lots.

Sec. 14-45. Purpose

The purpose of this article is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of female chickens on a non-commercial basis while creating standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.

Sec. 14-46. License required.

~~(a) An annual license is required for the keeping of any domesticated chickens. The annual license is personal to the licensee and may not be assigned.~~

~~(b) The fee for an annual license to keep chickens shall be paid by the licensee in accordance with the fee established by the City council.~~

~~(c) An applicant for a license to keep chickens must demonstrate compliance with the criteria and standards in this Article in order to obtain a license.~~

Sec. 14-47. Number and type of chickens allowed.

(a) The maximum number of chickens allowed is six (6) per lot developed with a single family dwelling.

(b) Only female chickens are allowed. There is no restriction on chicken species.

(c) Chickens must be purchased from an approved source such as the National Poultry Improvement Plan (i.e. hatcheries that participate in the National Poultry Improvement Plan).

Sec. 14-48. Non-commercial use only.

Chickens shall be kept as pets and for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.

Sec. 14-49. Enclosures.

(a) Chickens must be kept in an enclosure or fenced area (chicken pen) at all times during daylight hours. Enclosures must be clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The chicken pen must provide adequate sun and shade and must be impermeable to rodents, wild birds, and predators, including dogs and cats. It shall be constructed with sturdy wire fencing of not greater than one quarter inch openings and buried at least 12" in the ground. The pen must be covered with wire fencing of not greater than one quarter inch openings, aviary netting, or solid roofing.

(b) Chickens shall be secured within a henhouse during non-daylight hours.

(1) Any henhouse shall be at least twenty-five (25) feet from any dwelling unit. The henhouse shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire of not greater than one quarter inch openings. The use of scrap, waste board, sheet metal, or similar materials is prohibited. The henhouse must be well-maintained.

(2) Chicken enclosures and henhouses shall have a minimum front setback of forty (40) feet and a minimum side and rear setback of at least twenty-five (25) feet. Henhouses are not allowed to be attached or located in any part of a dwelling unit.

Sec. 14-50. Odor and noise impacts.

(a) Odors from chickens, chicken manure, or other chicken-related substances shall not be perceptible at the property boundaries.

(b) Perceptible noise from chickens shall not be loud enough at the property boundaries to disturb persons of reasonable sensitivity.

Sec. 14-51. Lighting.

Only motion-activated lighting may be used to light the exterior of the henhouse. Hen houses may be lit by electric lighting.

Sec. 14-52. Predators, rodents, insects, and parasites.

The property owner and/or chicken owner shall take all necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by the City, through the animal control officer, or any other designee, and the cost of the same shall be borne by the property owner and/or chicken owner.

Sec. 14-53. Feed and water.

Chickens must be provided with access to feed and clean water at all times; such feed and water shall be unavailable to rodents, wild birds and predators. Chicken feed must be stored in water tight covered metal containers.

Sec. 14-54. Waste storage and removal.

Provision must be made for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed container. No more than one, five gallon container of manure shall be stored on any one property housing chickens. All other manure shall be removed. In addition, the henhouse, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

Sec. 14-55. Revocation of license.

A license to keep chickens may be revoked where there is a risk to public health or safety or for any violation of or failure to comply with any of the provisions of any other applicable ordinance or law.

Sec. 14-56. Removal of chickens.

In addition to the penalty stated in Article I, Sec. 14-2, any violation of the provisions of this article shall be grounds for an order from the city to remove the chickens and the chicken-related structures. The health officer or animal control officer may order the removal of the chickens upon a determination that the chickens pose a health risk. If a chicken dies, it must be disposed of promptly in a sanitary manner such as placing it in a

11/22/2013~~11/21/2013~~

sealed heavy gauge 3 mil plastic bag and then placing the bag in a water tight covered metal container prior to removal to an approved solid waste facility.

Sec. 14-57. Separability.

In the event that any section, subsection or portion of this article shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this article.

DIVISION 4. - OTHER ANIMALS

Sec. 8-298. - Keeping of—Fowl, rabbits and guinea pigs.

Sec. 8-299. - Same—Bees.

Sec. 8-298. - Keeping of—Fowl, rabbits and guinea pigs.

Fowl, rabbits and guinea pigs must be kept indoors, or if outdoors, in a secure pen or enclosure. Litter and droppings from these animals must be collected and disposed of in accordance with the provisions of section 8-72, disposal of excrement in general, shall specifically apply to the disposal of excrement of fowl, rabbits, and guinea pigs; provided, however, that the provisions of this section and section 8-72 shall not apply to ducks or other waterfowl inhabiting natural or manmade watercourses or bodies of water.

(Ord. of 10-1-2007(2) § 14-31)

Sec. 8-299. - Same—Bees.

All persons within the property of the city shall adhere to the statutes of the state as described in 7 M.R.S.A. chs. 521 through 531, as well as:

- (1) No person shall have no more than two colonies on one-quarter acre or less;
- (2) No person shall have no more than four colonies on one-quarter to one-half acre;
- (3) No person shall have no more than six colonies on one-half to one acre;
- (4) No person shall have no more than eight colonies on a tract of land greater than one acre;
- (5) All colonies' hives shall be located a minimum of 100 feet from any inhabited dwelling other than that of the person keeping such bees; and
- (6) There is adequate source of water available at all times to the bees on the owner's property.

(Ord. of 10-1-2007(2) § 14-32)

State law reference— Honeybee industry, 7 M.R.S.A. § 2701 et seq.

Sec. 8-300. - Keeping of Laying Hens for personal use.

The purpose of this section is to authorize and to provide standards for the keeping of laying hens in the rear or side yard of a single-family detached residence or school. Laying hens means female chickens kept for the production of eggs. It is intended to enable residents to keep laying hens on a non-commercial basis, throughout the City while limiting the potentially adverse impacts on surrounding neighbors. This section shall not apply to allowed agricultural uses.

- (1) Number of laying hens allowed. The maximum number of laying hens allowed is based on the total lot size the resident(s) uses to house the poultry:
 - (a) On lots less than .49 acres in area a maximum of six (6) laying hens shall be allowed.
 - (b) On .5 acre or larger lots, twelve (12) laying hens per acre prorated based on actual lot size for a total maximum of thirty-six (36) laying hens per single-family detached residence.
 - (c) The keeping of roosters is expressly prohibited.
- (2) Laying hens require an enclosure and/or fenced area. Each keeper of laying hens is required to have an enclosed area to house and control said hens. If such enclosure is permanently affixed to the ground it shall meet all requirements for accessory structures set out in Chapter 60 - Zoning

Ordinance, including those for setbacks and location. Hens shall be kept only in the rear or side yard and must kept on the property of the owner. Free ranging is allowed if the animals remain on the hen owner's lot or if the impacted abutter(s) have given the owner permission to allow the animals to be on their property.

- (3) Personal use only. The keeping of laying hens pursuant to this chapter is for non-commercial, personal use only. Non-commercial keeping of hens shall be defined as no sales on the premises.
- (4) Nuisance prohibited. The keeping of laying hens authorized under this chapter shall not create a nuisance as defined by chapter 8-56 of this ordinance. The keeping of hens shall be conducted in a manner that does not disturb the use or enjoyment of adjacent properties. Odor generated shall not be perceptible at the property boundaries, and noise generated shall not disturb people of reasonable sensitivity at the property boundaries.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



November 13, 2013

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Value Engineering – Simard-Payne Park Phase I

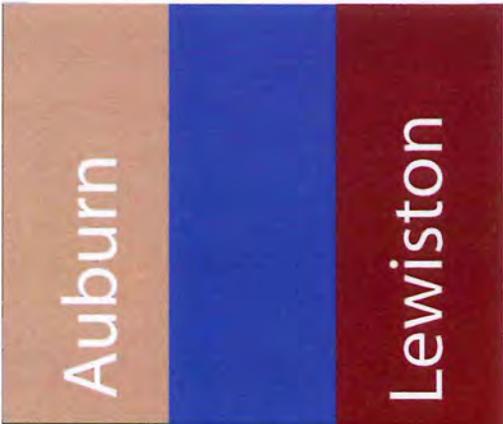
When Phase I of the Simard Payne Park project (Gateway Park) was bid, the City only received one bid. The Finance Committee rejected this bid under its adopted policy that requires rejection and rebid on projects that exceed \$100,000 where only one bid is received. While staff was pleased with the design provided, we also recognized that the cost estimate for construction was high (at \$530,000) based on the desired quality and amenity level. The rejected base bid was approximately \$580,000; an alternate with higher quality IPE decking (which was accepted for the separate pedestrian bridge work) would add an additional \$45,000 to the cost.

At its October 15th meeting, the City Council discussed this issue and alternatives on how to proceed. The consensus of the Council, subsequently formally approved at that night's regular meeting, was to request the Finance Committee to consider allowing staff to undertake a value engineering effort with the contractor who bid the project. This would identify steps that could reduce costs while striving to maintain the integrity of the overall design.

The Finance Committee subsequently authorized this approach, and the value engineering has been completed. The Finance Committee will be reviewing the results at its meeting on November 18th, and it will be up to the Committee whether to reconsider its earlier action and proceed to award a bid. If awarded, we will ask that the award be subject to the redesign being acceptable to the Council.

We would like to review the proposed changes and their impact with the Council so that you can consider these changes and analyze whether our objectives of lowering cost and maintaining quality have been satisfactorily achieved.

Attached please find an explanation of the changes and a summary of the impact on cost. If all changes are accepted, the overall cost will change from \$583,815 to \$489,919, a reduction of \$93,896. Please note that there may be some minor final changes to the project. If so, we will update you at Tuesday's meeting.



Part 1: Lewiston - Auburn Pilot Signage Plan

one or the other...

← **P** Riverfront Parks Museum LA

← **i** Public Information

City Gateway - Directional signs: 4' - 6' high on poles above pedestrian height for visibility.



Wayfinding Kiosk Sample Panel: Lewiston



Parking



Riverfront

Museum LA



Visitor Services



Sample Trail sign Panels:

