



**Town of Falmouth  
Final Major Subdivision Application**

For:  
**Homestead Farms  
Subdivision**

Prepared for:  
**West Falmouth Development II, LLC  
875 Princes Point Road  
Yarmouth, Maine 04096**

Prepared by:  
**Sebago Technics, Inc.  
75 John Roberts Road, Suite 4A  
South Portland, Maine 04106**

**February 2020**

**16137-01**

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# Table of Contents

Cover Letter	
Planning Board Hearing Request	
Major Subdivision Final Plan Submission Checklist	
Major Subdivision Preliminary Plan Checklist	
Response Letter to Open Comments/Proposed Conditions of Approval	
Plan Sheet Revisions	
Agent Authorization	
Section 1	USGS Site Location Map
Section 2	Right, Title, Interest
Section 3	Tax Map and Abutter List
Section 4	Common Use Facilities
Section 5	Preferred Street Name List
Section 6	Technical Capability
Section 7	Financial Capability
Section 8	Water and Sewer Capacity
Section 9	Resource Inquiries- MNAP, MHPC, MDIFW
Section 10	Resource Maps: FEMA FIRM, Med.-Intensity Soils
Section 11	Lighting
Section 12	Traffic Study
Section 13	Maine DEP/ACOE Approvals, DEP Stream Determination
Section 14	Geotechnical Evaluation of Proposed Turnpike Berm
Section 15	Individual Park Design Plans - (3) 11x17s
Section 16	Proposed Easements
	Stormwater Management Report (1) copy, Under separate cover



January 27, 2020  
16137-01

Ms. Dawn Emerson, Land Use Planner  
Town of Falmouth  
271 Falmouth Road  
Falmouth, Maine 04105

**Homestead Farms Subdivision – Final Subdivision Application**  
**Hothem, et. al. properties**  
**4 Mountain Road, Falmouth**

Dear Ms. Emerson and Planning Board members:

On behalf of Mr. David Chase of West Falmouth Development II, LLC, we have prepared the enclosed Final Subdivision application, plans and attachments for the subdivision of 42.74± acres for the construction of a single-family condominium development. Of this acreage, 27.65 acres will be developed with the remaining 15.09 acres kept as retained land. The development is a Residential Planned Unit development that is subject to the applicable requirements and standards of the Village Mixed Use District (VMU, Sec 19-14), Route 100 Corridor Overlay District (CO, Sec 19-15), Residential Planned Developments (RPD, Sec 19-155) and Subdivision (II-7) to be considered by the Planning Board. The project, as presented meets the space, bulk and access requirements of the VMU zoning and overlay district. The enclosed site subdivision plans show 68-units and 10.79 (39.0% of net residential area) acres of common open space. No waivers from submittal or standards are proposed at this time.

***Village Mixed Use District (VMU) Bulk and Space Criteria***

Minimum Lot Area	--
Min Lot Width	150'
Maximum Lot Coverage	35%
Front Setback	25'
Side Setback	15'
Rear Setback	15'
Density	1 unit/10,000 sf w/sewer 1 unit/20,000 sf w/sewer

***Net Residential Area/ Maximum Residential Density***

Per Sec 19-64 Net Residential Area, the maximum number of dwelling units for projects requiring Planning Board review shall be equal to the net residential area for the development site divided by the maximum residential density allowance as stated in the zoning district dimensional table.

Net residential area shall be determined by subtracting from the gross acreage the following:

- a. 10% for roads and parking.
- b. Land which is cut off from the main parcel by a road, existing land uses, or where no means of access has been provided, so that it is isolated and unavailable for building purposes or for common use.

- c. Land shown to be in the flood way or coastal high hazard area on the Flood Boundary of Flood Insurance Rate Maps of the Town of Falmouth.
- d. Other land which is unsuitable for development in its natural state because of topography, drainage, or subsoil conditions. Specific conditions include but are not limited to:
  - 1. Areas having sustained slopes in excess of twenty-five (25%) percent or unstable soils subject to slumping, mass movement, or accelerated erosion.
  - 2. Areas classified as wetlands by state or federal law.
  - 3. Areas characterized predominately by "coastal wetlands" as that term is defined in 38 M.R.S.A. subsection 472(2).
- e. Land in rights-of-way or easements.
- f. Land in Resource Protection Districts.

Accordingly, the Net Residential Area calculation for this development is:

<b>NET RESIDENTIAL AREA CALCULATIONS</b>		
	<b>Acres</b>	<b>Square Feet</b>
Area of Hothem Property:	41.71	1,816,879.40
Area to be retained by Hothem:	-1.40	-61,046.90
Area to be purchased from the Church	2.69	117,185.30
Area to be granted to the Church	-0.26	-11,420.20
Net Gain from Church Property:	2.43	105,765.10
Total Land Area to be purchased by Homestead	42.74	1,861,597.60
PORTION OF LAND TO BE DEVELOPED	27.65	1,204,236.90
Remaining Land	15.09	65,7360.70
	42.74	1,861,597.60
PORTION OF LAND TO BE DEVELOPED	27.65	1,204,236.90
A) 10% FOR ROADS & PARKING	2.76	120,423.70
B) CUT OFF LAND	0.00	0.0
C) FLOOD WAY	0.00	0.0
D) NATURAL STATE		
1) SLOPES >25%	6.22	271,075.70
2) WETLANDS	1.29	56,195.40
3) COASTAL WETLANDS	0.00	0.0
E) EXISTING ROW/EASEMENTS	0.00	0.0
F) RESOURCE PROTECTION	0.00	0.0
REMAINING NET AREA	17.37	756,542.10
Maximum Allowable Density:10,000 SF/Unit	75	Units
Proposed units	68	Units

**Site Location:** The physical address of the property is 4 Mountain Road. The property is further identified as Tax parcels: Map U42-Lot 15, U-43-10B, p/o U43-12A, R07-157, 158, and 158A. The land is currently unimproved and consists of open meadow and wooded areas as shown on the existing conditions plan.

**Natural Resources:** On behalf of the applicant, Sebago Technics, Inc. (Sebago) has requested site review for historical/archaeological, botanical, wildlife and fisheries resources. Copies of the responses have been submitted to the Town and will be within Final Subdivision submission package.

**Utilities:** The site will be served by connection to the existing public water supply of the Portland Water District (PWD) and the Town of Falmouth Wastewater Department will handle sewage flows. Electric and telecommunications will be extended from available infrastructure at Route 100. The applicant has contacted Summit Natural Gas relative to serving the proposed subdivision and the proposed gas locations are shown on the enclosed plan set. Letters for Copies of the request for verification of ability to serve and capacity for water and sewer have been submitted to the Town and is included within the Final Subdivision submission package.

**Regulatory Permitting:** The applicant proposes to construct approximately 2,500 LF of roadway looping from Mountain Road to Route 100 and 8 internal driveway tracts totaling approximately 2,027 LF. The proposed site development will include approximately 7.35 acres of new impervious area and 11,709 SF of proposed wetland impact (fill) requiring review under the provisions of the Maine Department of Environmental Protection (MDEP) Natural Resources Protection Act (NRPA). Wetland disturbance also requires review by the U.S. Army Corps of Engineers (ACOE). The site will also be reviewed under MDEP Site Law standards that incorporate the Maine Construction General Permit (MCGP) review.

The Site Law application also includes a comprehensive review of the Stormwater Management Plan by MDEP. The Stormwater Management Plan is included in this submittal package and describes the proposed stormwater design for the conveyance of runoff across the site and includes an Inspection, Maintenance and Housekeeping Plan addressing the Town Ordinance requirements. The MDEP and ACOE permit applications will be reviewed concurrently with the Town review. Copies of the approvals will be provided to the Town upon receipt.

The ACOE has issued the coverage for the proposed wetland impacts under the Maine General Permit; a copy of their authorization has been submitted to the Town and is included within the Final Subdivision submission package. MDEP has issued the Site Location of Development Act (SLODA) permit which includes the stormwater system as reviewed under the Maine Stormwater Law, the proposed wetland impacts under the NRPA and coverage under the MCGP; a copy is included within the Final Subdivision submission package

**Applicable Standards:** Please refer to the attached point by point narrative demonstrating compliance with applicable zoning and subdivision standards.

**Closure:** On behalf of West Falmouth Development II, LLC, the applicant is looking forward to the development of the proposed project. If you have any questions or need additional as you consider this information, please contact me.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink, appearing to read 'R. McSorley', written in a cursive style.

Robert A. McSorley, P.E.  
Senior Project Manager

RAM/skn/Ilg  
Enc.

cc: David Chase, West Falmouth Development II, LLC

## II-7 – Land Subdivision

### Sec. 7-3. Guidelines

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The Planning Board shall consider the following criteria, and before granting approval, shall determine that the proposed subdivision:

- a. Will not result in undue water or air pollution. In making this determination, it shall at least consider: the elevation of land above sea level and its relation to the flood plains; the nature of soils and subsoils and their ability to adequately support waste disposal; the slope of the land and its effect on effluents; the availability of streams for disposal of effluents; and the applicable state and local health and water resources regulations.

**The design includes proper conveyance and treatment of stormwater meeting Town and the requirements of Maine DEP Ch. 500 standards. The proposed project does not lie with a special flood hazard area per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) and is not within a tidal zone. The proposed project will be served by municipal wastewater service. Air pollution is not associated with the proposed single-family residential use.**

- b. Has sufficient water availability for the reasonably foreseeable needs of the subdivision.

**A letter of ability/capacity has been requested and received from the Portland Water District (PWD) and is included in the Final Subdivision Application.**

- c. Will not cause any unreasonable burden on an existing water supply, if one is to be utilized.

**Based upon coordination with PWD, the District did not identify this project with potential to cause an unreasonable burden to the existing water supply.**

- d. Will not cause unreasonable soil erosion or reduction on the capacity of the land to hold water so that a dangerous or unhealthy condition may result.

**The contractor will use construction phase BMP's and all disturbed areas will be appropriately stabilized. The project has been designed to meet the water quality requirements of the Maine Department of Environmental Protection (MDEP) as well as the post discharge requirements of both the MDEP (25 year event) and the Town (100 year event); the peak discharges are significantly below the pre-development in the post-development condition. Unreasonable soil erosion is not anticipated. The site improvements will not reduce the capacity of the land to hold water causing dangerous or unhealthy conditions. See plan set for proposed erosion control location, the written erosion and sedimentation control plan and associated details.**

- e. Will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of the highways or public roads existing or proposed.

**The project will not cause congestion or unsafe conditions on the existing roadways. Reference is made to the enclosed Traffic Impact Study which has been reviewed by the Town's traffic consultant.**

- f. Will provide for adequate solid and sewage waste disposal.

**Solid Waste: Construction period solid waste will be handled by the site contractor. Wood waste from clearing will be ground and utilized on-site for erosion control. Curb-side trash and recycling collection will be handled by private hauler and transported to Eco-Maine facilities.**

**Sewage Disposal: Municipal sewer is available from the Town of Falmouth Wastewater Department. The letter of capacity/ability to serve from the Wastewater Department is included within the Final Subdivision submission package. The appropriate easements for these facilities will be provided to the Town following construction and prior to acceptance by the Town.**

- g. Will not cause an unreasonable burden on the ability of a municipality to dispose of solid waste and sewage if municipal services are to be utilized.

**The proposed subdivision will not cause an unreasonable burden on municipal resources.**

- h. Will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas.

**Per review of available public resources including the MDIFW *Beginning with Habitat Maps*, Town of Falmouth Comprehensive Plan maps, we do not believe that the development affects significant resources. Responses from fisheries/wildlife, botanical and historic agencies have been submitted to the Town and are included within the Final Subdivision submission package.**

- i. Is in conformance with a duly adopted subdivision regulation or ordinance, comprehensive plan, development plan, or land use plan, if any, and

**The proposed is in conformance with applicable Town standards, as required.**

- j. The subdivider has adequate financial and technical capacity to meet the above stated standards.

**A letter of financial capacity has been provided previously for the project and is included within the Final Subdivision submission package.**

- k. Whenever situated, in whole or in part, within 250 feet of any pond, lake, river, or tidal waters, will not adversely affect the quality of such body of water or unreasonably affect the shoreline of such body of water.

**Not applicable.**

- l. Will not alone, or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.

**No discharges are proposed therefore no adverse effect to the quality or quantity of groundwater is associated with the proposed site improvements. A groundwater impact analysis has not been prepared as there is existing public water and sewer service available.**

In addition to determining compliance with the guidelines a-1 above, the Planning Board shall also consider the compliance of the proposed subdivision with the General Requirements of Appendix 7-1.

#### **Sec. 7-7. Major Subdivision [Amended 12/22/05]**

**Sebago Technics is a multi-disciplinary firm including a team of landscape architects (LA) that are utilized on all projects requiring LA input, see firm description and personnel resumes that were previously submitted**

#### **Sec. 7-9 Street Standards**

**As stated in the staff memorandum for the November 5, 2019 Planning Board, the Planning Board has the ability to approve street designs based upon meeting an acceptable level of service and safety. Guidance was provided**



to the Planning Board by testimony of the Town's traffic peer reviewer. The Planning Board approved the Preliminary Subdivision plans based upon that testimony.

#### **Sec. 7-15. Subdivisions in Shoreland Zoning**

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**Not applicable.**

#### **Sec. 7-16. Review and Approval by Other Agencies**

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Where review and approval of any subdivision by any other governmental agency is required, such approval shall be submitted to the Planning Board, in writing, prior to submission of a Final Plan.

**Submissions have been made to the MDEP and the ACOE concurrently with the Town review. ACOE has issued their authorization for the project and the MDEP has issued the Site Location of Development Act review that includes site, stormwater, wetland impact approvals and coverage under the MCGP. Copies of these approvals are included within the Final Subdivision submission package.**

#### **Appendix 7-1 General Requirements**

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In reviewing applications for the subdivision of land, the Board shall consider the following general requirements. In all instances the burden of proof shall be upon the person proposing the subdivision.

A. Subdivision Plan Shall Conform to Comprehensive Plan

Any proposed subdivision shall be in conformity with a Comprehensive Plan or policy statement of the municipality and with the provisions of all pertinent state and local codes and ordinances.

**The subdivision is located in a Residential Designated Growth Area per 2013 Comprehensive Plan maps. The current zoning (VMU/Rte. 100 CO) allows for the proposed development as presented.**

B. Preservation of Natural and Historic Features

**Significant natural and historic features have not been identified on the development parcel. The development as presented is a thoughtful presentation that primarily clusters the proposed units and provides for common area as required in a Residential Planned Unit development. Grading and filling has been reduced to the greatest extent practicable by placement of roadways and adjacent lots to blend with the existing topography of the site.**

C. Lots Not Suitable for Development.

The Board shall not approve for development or building any lots in proposed subdivisions that are:

1. Situated below sea level; Not **applicable**
2. Located within the 100 year frequency flood plain as determined by the Falmouth Planning Board, based on information from an authorized federal or state agency, or when such identification is not available or adequate, based on information developed by a competent hydrologist and submitted by the applicant; and/or **Not applicable**
3. Located on land which must be filled or drained or on land created by diverting a watercourse. **Not applicable**

D. Blocks **Not applicable**

- E. Lots The dwelling units will be located on 50' x 50' and 55' x 50' sites sized in accordance with the requirements of a Residential Planned Unit Development. An area around each unit will be Limited Common Elements (LCE's), as shown on the Subdivision Plan that will contain the resident and specific rights of usage for each owner. Outside of the LCE's will be common areas and easements for the benefit of the residents of the development.

F. Easements for Natural Drainage Ways

There are two instances where conveyances cross or come close to the development area of the project. One is a shallow ravine that will be crossed by the entry road off Mountain Road; the crossing is proposed to be accomplished by the installation of a culvert that will be extended from one segmental retaining wall to another. The second is a drainage ditch that adjacent to the southwest corner of the development. This ditch drains a portion of the Maine Turnpike (not a pass through culvert). A portion of the ditch is proposed to be culverted with the same size culvert 30" that discharges to it. The final subdivision plan will provide for these easements.

G. Utilities

1. The size, type, and location of public utilities, such as street lights, electricity, telephones, gas lines, fire hydrants, etc., shall be approved by the Board and installed in accordance with sound engineering practice.

**The public utilities have been designed by professional engineering staff with input from the respective utility companies/departments; these entities will be coordinated with through the approval process and modifications made as necessary prior to final plan approval. The size, type and location of utilities are shown on the enclosed plans.**

2. Utilities shall be installed underground in the RA, RB, RD and HL Districts and except as otherwise approved by the Board. **The applicant proposes the installation of underground utilities.**

H. Additional Requirements

Street trees, esplanades, and buffer areas may be required by the Planning Board as necessary to insure compliance with the guidelines contained in Section 7-3, and the other provisions of this Ordinance. Where such improvements are required, they shall be incorporated in the Final Plan and executed by the subdivider as construction of the subdivision progresses. Invasive terrestrial plants as defined in Sec. 19-2 are prohibited.

**An extensive landscaping plan has been developed for the project that includes street trees, buffer planting and associated other plantings.**

I. Required Improvements

The following are required improvements: monuments, street signs, streets, sidewalks, water supply, sewage disposal and storm drainage, except where the Board may waive or vary such improvements in accordance with the provisions of this ordinance. **All of the required improvements are incorporated into the project design, as required.**

- J. Special Flood Hazard Provisions Not applicable. **The project is not located in FEMA flood zone.**

K. Public or Communal Water Supplies

1. A public water supply with fire hydrants shall be installed at the expense of the subdivider.

**See plans for proposed water main and hydrant locations proposed for construction by the applicant and as approved by the Fire Department.**

2. The subdivider shall demonstrate by actual test or by a signed affidavit from an authorized representative of the servicing water company that water meeting *Public Health Service, Drinking Water Standards, 1962* can be supplied to the subdivision at the rate of at least 350 gallons per day per dwelling unit, and at an adequate pressure for firefighting purposes.

**A letter of ability/capacity from Portland Water District has been obtained and is included within the Final Subdivision submission package.**

3. Storage shall be provided as necessary to meet peak domestic demands and fire protection needs.

**Storage is not necessary as the development will be served by public water lines.**

4. The subdivider shall demonstrate in the form of signed affidavits from the servicing water company or by engineering reports bearing the signature and seal of a civil engineer registered in the State of Maine, that the proposed subdivision will not result in an undue burden on the source, treatment facilities, or distribution system involved, or provide adequate assurance that such source, treatment facility, or distribution system will be modified to meet the expanded needs.

5. **A letter of ability/capacity from Portland Water District has been obtained and is included within the Final Subdivision submission package.**

6. The minimum water-main permitted shall be 6 Inches and shall be installed at the expense of the subdivider.

**Per design coordination with the PWD, the minimum water main size on the loop road is 8 inches which will include all the proposed fire hydrants for the project. Likewise, per this coordination, the service lines extended for the residential units off the driveway tracts will be 4 inches.**

7. The water supply system shall be designed, and installed in accordance with requirements of the Maine Department of Human Services.

**The water supply system, as designed, meets the requirements of the Maine Department of Human Services.**

8. If a central water supply system is provided by the subdivider, location and protection of the source and design, construction, and operation of the distribution system and appurtenances and treatment facilities shall conform to the recommendations included in the *Manual for Evaluating Public Drinking Water Supplies, Public Health Service No. 1180 (1969)*.

**Not applicable**

- L. Individual Water Supply **Not applicable**

- M. Sewage Disposal **Not applicable**

- N. Trails **The project proposes a series of 6' wide trails throughout the development.**

### **Appendix 7-3 Major Subdivision Submissions**

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A. Preliminary Plan Location Map – **The plan set cover sheet includes a location map that meets the required standards of this section.**

B. Preliminary Plan Project Maps and Information

The Preliminary Subdivision Plan shall be submitted in a number and format as determined by the Planning Department with all dimensions shown in feet or decimals of a foot, drawn to a scale of 1 inch equals not more than one hundred (100) feet, or for plans describing construction of required improvements, a scale of one inch equals forty (40) feet; drawings not to exceed 24"x36". All plans shall be accompanied by the following information: [Amended 8/27/07] ✓

1. Proposed subdivision name or identifying title and the name of the municipality. ✓
2. Name and address of record owner, subdivider and designer of Preliminary Plan. ✓
3. Date of plan submission, true north point and graphic scale. ✓
4. Number of acres within the proposed subdivision, location of property lines, existing easements, buildings, watercourses and other essential existing physical features. ✓
5. The names of all subdivisions immediately adjacent and the names of owners of record of adjacent acreage. ✓
6. The space standard and setback provisions of the Zoning Ordinance applicable to the area to be subdivided and any zoning district boundaries affecting the subdivision. ✓
7. The location and size of any existing or proposed sewers and water mains, culverts, hydrants, and drains on the property to be subdivided. This shall show the connections with existing sewer or water systems... ✓
8. If individual or collective private sewage disposal system(s) is (are) proposed... **Not applicable.**
9. Location, names and present and proposed widths of existing and proposed streets, highways, easements, building lines, alleys, parks and other public open spaces both within and abutting the subdivision. Grades and street profiles of all streets, sidewalks or other public ways proposed by the subdivider shall be shown. ✓
10. Contour lines at intervals of five (5) feet or at such intervals as the Planning Board may require, based on United States Geological Survey datum and referred to mean sea level. ✓
11. A soils report identifying the soils boundaries and names in accordance with the USDA Soils Conservation Service National Cooperative Soil Classification. See USDA Medium-Intensity Soils Map (**Section 10**) ✓
12. Department of Human Services, Division of Health Engineering approval shall be included for all subsurface wastewater disposal systems designed to handle 2000 gallons per day or more... **Not applicable.**
13. Deed reference and map of survey of tract boundary made and certified by a registered land surveyor, tied into established reference points. Deed restrictions, if any, shall be described. ✓

14. A surface drainage plan or stormwater management plan as required and defined in Appendix 7-7 of this ordinance, with profiles and cross sections drawn by a professional engineer, registered in the State of , showing preliminary design of all facilities and conveyances necessary to meet the stormwater management standards as set forth in this ordinance. **(Stormwater Management Report included this standards) ✓**
  15. The proposed lot lines with dimensions and suggested locations of buildings. ✓
  16. The location of temporary markers adequate to enable the Board to locate readily and appraise the basic layout in the field.
  17. All parcels of land proposed to be dedicated to public use and the conditions of such dedication.  
**Not applicable**
  18. The location of all natural features or site elements to be preserved. ✓
  19. Preliminary layout of any bridges required. **Not applicable**
  20. A grading and landscaping plan including natural features to be preserved. ✓
  21. A Resource Impact and Conservation Plan in a number and format as determined by the Planning Department meeting the following requirements: **Not applicable.**
    - a. The Resource Impact and Conservation Plan shall categorize the impacts of the proposed activities and
- C. Final Plan Submissions – **The Major Subdivision Final Plan Checklist is included with the required information.**

#### Appendix 7-5 Street Standards

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- A. Street Names and Signs
1. Streets which join or are in alignment with streets of abutting or neighboring properties shall bear the same name. Names of new streets shall not duplicate nor bear phonetic resemblance to the names of existing streets within the municipality and shall be subject to the approval of the Board.  
  
**Three sets of street names are provided as required. The preferred street names have been added to the plans.**
  2. The street name sign shall be furnished and installed by the subdivider. The type, size and location shall be reviewed by the Town Engineer prior to approval by the Planning Board.  
  
**The locations for stop/street signs have been added to the plans.**
- B. Street Classifications – The proposed street classification for Homestead Farms Subdivision is  
  
**The roadways within the condominium project are private roadways but have been designed to meet the town minor local street design standards and applicable AASTHO and MDOT standards.**
- C. Coordination of New Streets with Surrounding Street System  
  
**The street system of this subdivision has been coordinated with existing, proposed, and anticipated streets outside the subdivision.**

D. Private Streets and Reserve Strips:

**There are no proposed reserve strips to restrict access to the proposed private accessways. The accessways have been designed to meet the Town street standards.**

E. Street Design Standards

**2. All streets driveways have been designed to conform to dimensional standards contained within this section. Reference is made to the associated details on the plan set and Traffic Study previously submitted.**

F. **Roadway Construction Materials Standards – The roadway design, as presented, meets the current MDOT material and specification standards. Reference is made to the details shown of the accompanying plan set.**

G. Street Construction Standards – **The street design meets the construction standards of this section. The design meets the preparation, cut, fill and side slopes, bases, pavement, curbing and sidewalks standards of this section.**

H. Monuments – **Perimeter Condominium corners that are not currently marked will be marked with capped rebars. No interior monumentation is proposed at this time.**

I. Street and Storm Drainage Plans – **The plans showing the plan, profile, cross-sections and details have been designed by a Maine registered professional engineer, as required. The applicant understands that no construction will be permitted until the Planning Board has approved construction drawings. The developer is alerted to other approvals and permits which are required prior to construction. Upon completion of construction and prior to acceptance of the streets, a final set of reproducible record drawings will be required.**

#### Appendix 7-7 Stormwater Management

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**The stormwater control and conveyance system has been provided has been designed to meet applicable standards. Stormwaters discharged from the site are in compliance with the guidelines contained in Section 7-3 and all other requirements of this ordinance. The Stormwater Management Plan is appended to this application.**

**An erosion and sediment control plan meeting the requirements of Section 19-72 of the Zoning and Site Plan Review Ordinance is enclosed in the plan set. The required review/endorsement of the Cumberland County Soil and Water Conservation District has been obtained and submitted to the Town. Post-construction monitoring plan pursuant to Section 19-72A of the Zoning and Site Plan Review Ordinance.**

A. Performance Standards – **The enclosed Stormwater Management Plans shows means whereby the peak discharge for the developed site shall not exceed the peak discharge for the undeveloped site for the 2, 10, and 100 year storm. Sediments and other pollutants will be limited, through appropriate management practices, to prevent adverse downstream water quality impacts.**

B. Design Standards – **The Stormwater Management Plan is in conformance with the criteria of this section, as required.**

C. Storm Drainage Construction Standards – **The storm drainage design specifics for the Homestead Farms Subdivision requirements of Appendix 7-7, Sections E and F are included on the detail sheets.**

- D. General Construction Requirements – See enclosed plans for construction notes and details. Specific standards addressing trenching, pipe bedding, drain alignment, catch basins, drain outlets and underdrains will be included on the plans and/or in the Construction Documents (Specifications).

#### Appendix 7-8 Ownership, Operation, and Maintenance of Common Use Facilities

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Documentation from the applicant regarding ownership, operation and maintenance of the proposed common use facilities has been previously provided to the Town and is included within the Final Subdivision submission package.

Appendix 7-9 Four Step Design Process for Subdivisions in the Resource Conservation Zoning Overlay District  
Not applicable.

#### Sec. 19-4 Village Mixed Use District (VMU)

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The proposed site development is allowed per Permitted Structures and Uses, K: Residential planned developments. The development meets the required space and bulk standards. The proposed site improvements also meet the additional standards requirements of the district, where applicable.

#### Sec. 19-15 Route 100 Corridor Overlay District (CO)

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This project is subject to the additional development standards for all uses within one thousand (1,000) feet either side of the centerline of Route 100 (the Gray Road).

The proposed Homestead Farms Subdivision is allowed per the following permitted structures and uses:

1. Any use permitted in the underlying district (VMU for this project) which is not prohibited by this section except extractive industries.
2. Residential Planned Developments
3. If future office, retail and service uses are a future part of this development provided, the total will be less than ten (10%) percent of the total lot area uses and will have an access of the main loop road before the residential part of the development.
4. We are proposing a 20 foot height restriction and 20 foot separation between units to accommodate the current zoning requirement.

#### Sec. 19-155 Standards for Residential Planned Developments

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- a. Road Layout – The streets and drives have been designed to harmonize with the topography and natural features of the site. The road layout for Homestead Farms Subdivision allows for safe vehicular and pedestrian use. The design also provides desired emergency access, dedicated snow storage and for residential scale delivery and collection services such as recycling/solid waste services.
- b. Road Construction Standards – The roadways within the condominium project are private roadways but have been designed to meet the town minor local street design standards and applicable AASTHO and MDOT standards.
- c. Utilities - All proposed utilities will be placed underground.
- d. Utilization of the Parcel - The plan for the development reflects the natural capabilities of the site to support development. Buildings and support facilities are clustered in those portions of the site that have the most suitable conditions for development.

- e. Environmentally sensitive areas including wetlands and steep slopes are part of the open space areas. Natural drainage areas have been preserved to the maximum extent practicable. No flood plains or unique natural features have been identified on the site.
- f. Relationship of Residences and Open Spaces - The dwelling units are located so that each unit has access to the open space and/or recreational facilities.
- g. Buffering - The plan as presented provides buffering of adjacent properties with a 15' buffer (25' for units 30 and 32) and no building, structure or other facility is located within any required setback area. Within this setback area, a combination of landscaping, natural vegetation and grading will be used to minimize the impact on abutting property owners. No parking, roads or service facilities are located in this strip.
- h. Open Space – More than twenty-five (25%) percent of the total lot area has been set aside as open space (39.0%), as required.
- i. Recreation Facilities – The equivalent of five hundred (500) square feet per dwelling unit has been set aside as recreation areas through the use of a trail system and three park/recreation/community areas for the anticipated occupants of the development.
- j. Private Outdoor Space – Units for the project will be designed to provide private outdoor space adjacent to dwelling unit and designated as limited common elements (LCE).
- k. Storage – Private lockable storage space of 400 cubic feet is provided for each dwelling unit, as required. The storage space will be located within each individual proposed dwelling unit.
- l. The development plan only proposes detached single-family homes. HOA documents will restrict the storage of individual recreational vehicles to unit garages.
- m. Pedestrian Circulation – The development provides for pedestrian circulation within the subdivision with a sidewalk adjacent to the loop road. In addition, trails will be connected to the sidewalk or the driveway tracts for pedestrian movement through the development.

Shoreline Relationship – Not applicable.



# FALMOUTH PLANNING BOARD REQUEST FOR HEARING

IN ADDITION TO THE SPECIFIED REVIEW FEES, APPLICATIONS SHALL BE ACCOMPANIED BY A SEVENTY-FIVE (\$75.00) DOLLAR FEE TO COVER THE COST OF NOTIFICATIONS AND PUBLISHING.

Name of Applicant: West Falmouth Development II, LLC Phone# (207) 797-9093

Fax: \_\_\_\_\_ E-Mail: dave@chaseexcavating.com Alt. Phone # (207) 776-3031

Full Address: c/o David Chase, 875 Princes Point Road, Yarmouth, ME 04096

Address of Property to be Developed: (if different) 4 Mountain Road

Map: U42 Lot: 15 Zone: VMU and Rte. 100 CO  
U43 Lot: 10B, p/o 12A Zone: VMU and Rte. 100 CO  
R07 Lot: p/o 157, 158, 158A

Property Owner (if other): See attached list for record owners and mailing addresses,

Full Address: \_\_\_\_\_ Phone: \_\_\_\_\_

The undersigned requests that the Falmouth Planning Board consider the following application for:

- |   |   |
|---|---|
| <input type="checkbox"/> Pre-application Sketch Plan Review | <input checked="" type="checkbox"/> Major Subdivision |
| <input type="checkbox"/> Minor Subdivision                  | <input type="checkbox"/> Site Plan Review             |
| <input type="checkbox"/> Private Way                        | <input type="checkbox"/> Shoreland Zone Permit        |
| <input type="checkbox"/> Sign Permit                        | <input type="checkbox"/> Contract Zoning              |
| <input type="checkbox"/> Fill Permit                        |   |
| <input type="checkbox"/> Other (specify) _____              |   |

## Notes to the Applicant:

1. A short description of the project must be attached to this form. This application must be filed at the Town Hall no later than twenty-eight (28) days prior to the regular meeting of the Board (1<sup>st</sup> Tuesday monthly). Applications shall be accompanied by all application fees and materials required by the applicable ordinance(s), checklists and fee schedule.
2. All applications shall include all materials and copies as specified on the submittal requirements form.
3. All materials in color shall be copied in color.

## Application Authorization

I hereby make application to the Town of Falmouth for the above-referenced property(ies) and the development as described. To the best of my knowledge, the information provided herein is accurate and is in accordance with the Zoning and Subdivision Ordinances of the Town, except where waivers are requested. The Town of Falmouth Planning Board and/or town employees are authorized to enter the property(ies) for purposes of reviewing this proposal and for inspecting improvements as a result of an approval of this proposal. I understand that I am responsible for appearing, or having someone appear on my behalf, at all meetings before the Planning Board.

Unless the applicant has submitted notice to the Community Development Department as part of the initial and any subsequent submittals, no alteration of site conditions, including the existing landscape, structures and buildings, shall occur between the date of application submittal and the date the application has received final sign off from staff after Planning Board approval.

Signed:  Date: February 04, 2020

Printed name: ROBERT MCSORLEY for WFD II, LLC

Please identify yourself (check one): Agent\*  Property Owner

\*(If you are an agent, written authorization from the property owner must be attached to this form.)

# FALMOUTH PLANNING BOARD REQUEST FOR HEARING

## Addresses of Property owners requesting Subdivision Review:

Address of Property: 4 Mountain Road

Map: U42 Lot: 15 Zone: VMU

Map: R07 Lot: p/o 157, 158 & 158A Zone: VMU

Property Owner (if other): Scott Hothem, Trustee of the Maurice and Patricia Hothem Charitable Remainder Unitrust; Maurice Hothem and Patricia Hothem

Address: 10 Fiske Pond Road, Holliston, Massachusetts 01746 Phone: 510-376-3279

Address of Property: 100 Gray Road

Map: U43 Lot: 10B Zone: VMU

Property Owner (if other): Scott Hothem, Trustee of the Hothem Charitable Remainder Trust;

Address: 10 Fiske Pond Road, Holliston, Massachusetts 01746 Phone: 510-376-3279

Address of Property: 22 Mountain Road

Map: U43 Lot: p/o 12A Zone: VMU

Property Owner (if other): West Falmouth Free Baptist (c/o Joanne Hamilton)

Address: 18 Mountain Road, Falmouth, Maine 04105 Phone: 207-797-4066

Address of Property: \_\_\_\_\_

Map: \_\_\_\_\_ Lot: \_\_\_\_\_ Zone: VMU

Property Owner (if other): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**MAJOR SUBDIVISION  
FINAL PLAN CHECKLIST**

Name: Homestead Farms Subdivision

Date: February 4, 2020

Date of Preliminary Approval: January 7, 2020

**Note: Please refer to separate "Submittal Requirements" form to determine the number of copies necessary for each submission.**

(√)

1. Written approval by other governmental agencies

a. Department of Environmental Protection site location permit

n/a b. Department of Human Services, if central water supply system

c. Portland Water District, if public water.

d. Falmouth Town Council, if conveyance of easements or open space to the Town, or if extension of public sewers.

e. Soil Conservation Service for soil erosion and sedimentation control.

2. Performance Guarantee for public improvements

a. Form of Guarantee: Letter of Credit

b. Amount of Guarantee **\$2,589,135.00, see attached cost estimate**

1. Streets \$ \_\_\_\_\_

2. Storm Drainage \$ \_\_\_\_\_

3. Sewer \$ \_\_\_\_\_

4. Water \$ \_\_\_\_\_

5. Electric \$ \_\_\_\_\_

3. Appropriate number of copies of plans at 1"=40' scale (max. 24" x 36") and appropriate number of 11 x 17 copies to include:

a. Preliminary plan information and location map.

b. Amendments as required by Planning Board from preliminary approval stage.

c. Engineering plans for construction.

d. Names, registration #, and seals of all professionals.

e. Street names and lines, pedestrian ways, lanes, easements, right-of-ways, public open space.

f. Length of straight lines, deflection angles, radii, length of curves, central angle of curves, tangent distance and bearing for streets.

g. Certified field survey by licensed surveyor.

h. Designated ~~public open space and~~ land to be retained.

i. Lots numbered.

j. Statement prohibiting further lot divisions without Planning Board approval.

4. Post-Construction Stormwater Management Plan per Section 19-72A of Zoning & Site Plan Review Ordinance.

5. Copies of declarations, agreements, and/or easements.

6. Written offers for conveyances to the Town and written confirmation that such offers are acceptable.

7. DEP Maine Construction General Permit (MCGP) (Required if total soil disturbance exceeds 1-acre). **See Section 13 (MCGP p/o SLODA Approval)**

**MAJOR SUBDIVISION  
PRELIMINARY PLAN CHECKLIST**

Name: Homestead Farms(West Falmouth Development II, LLC) Date: November 12, 2019

**Note: Please refer to separate "Submittal Requirements" form to determine the number of copies necessary for each submission.**

**A. PLANNING ADMINISTRATION**

( ✓ )

- 1. Applicable Fees (see fee schedule)
- 2. Fee Calculation Sheet
- 3. Review escrow account: \$100.00 per lot (returned to applicant at end of review process unless outside consulting services are required to conduct review).
- 4. Property located in Shoreland Zone. Yes \_\_\_ No   
Property located in Flood Hazard Zone. Yes \_\_\_ No
- 5. DEP approval required. Yes  No \_\_\_
- 6. Appropriate number of copies of plans at 1" = 100' scale (max. 24" x 36" sheet), appropriate number of 11 x 17 copies, and one electronic set in .pdf format; all to include:
  - a. Location map at 1" = 1,000' scale.
  - b. Proposed subdivision name and municipality.
  - c. Name and address of record owner, subdivider, and designer.
  - d. Date of plan submission, true north point, and graphic scale.
  - e. Number of acres within subdivision, location of property lines, existing easements, building, watercourses, and other features.
  - f. Names of all abutting property owners and subdivisions.
  - g. Zoning district space standards and Zoning boundaries.
  - h. Deed references and survey tract by registered land surveyor. Deed restrictions.
  - i. Proposed lot lines with dimensions and suggested building locations.
  - j. Parcels proposed for public use and conditions of dedication.
  - k. Location of natural features or site elements to be surveyed.
  - l. Landscaping plan.
  - m. Location of existing and proposed on-site wastewater disposal systems.
  - n. Three (3) different Proposed street names, and traffic control signs.
  - o. Mark on the plan, lines or dots, in the center of the streets every 100 feet as to aid in the assignment of numbers to structures subsequently constructed. (Street Addressing Ordinance Adopted 2/22/99)
- n/a** 7. On-site wastewater disposal:
  - a. Soils test by licensed soil evaluator.
  - b. Department of Human Services approval if required.
- 8. Soils report and map showing soils boundaries and names per USDA classification.

# Major Subdivision Preliminary Plan Checklist

## Page 2

### B. ENGINEERING

1. Appropriate number of copies of engineering and road design at 1"=40' scale (max. 24" x 36" sheet), appropriate number of 11 x 17 copies and one electronic set in .pdf format; all to include:

- a. Existing and proposed sewers, water mains, culverts, hydrants, and electrical services.
- b. Locations, names, and widths, of existing and proposed streets, easements, building lines, and open spaces.
- c. Five (5) foot contours maximum referred to mean sea level (based on USGS).
- d. Grading plan.
- e. Surface drainage plan (see Subdivision Ordinance, Appendix 7-6).
- f. Location of temporary field markers.
- g. Layout of bridges (if present).

2. Street Standards - grades, street profiles, and cross sections:

- a. Right-of-way widths.
- b. Pavements widths.
- c. Minimum and maximum grades.
- d. Grade at intersections.
- e. Angle of intersections.
- f. Width and surface of shoulders.
- g. Center line radii on curves.
- h. Tangent length between reverse curves.
- i. Road base (sub and upper bases).
- j. Paving thickness.
- k. Road crown.
- l. Sidewalks.
- m. Curb radii at intersections.
- n. Length of dead-end streets or cul-de-sacs.
- o. Frequency of street entrances and nearby intersections.

3. Stormwater Management Plan (See Appendix 7-6). One (1) copy.

4. Certification by registered professionals on all plans.

5. Monumentation on plans.

6. Performance Guarantee(s):

- a. Improvements to be covered.
- b. Amount and form.

**\* To be offered after Final Subdivision Approval**

**Homestead Acres, LLC  
56 Gray Road  
Falmouth, ME 04105**

March 6, 2019

Dawn Emerson, Town Planner  
Town of Falmouth  
Planning Department  
271 Falmouth Road  
Falmouth, ME 04105

**Homestead Farms Subdivision**

Ms. Emerson.

I hereby authorize Sebago Technics to act as agent for all matters relative to the submission of the Homestead Farms Subdivision. If you have any questions relative to this matter, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David Chase", with a long horizontal line extending to the right.

David Chase

Dr. Maurice C. Hothem  
Patricia Y. Hothem  
4 Mountain Road  
Falmouth, Maine 04105

(207) 797-3549

June 22, 2018

David Chase  
50 Gray Road, #1  
Falmouth, Maine 04105

RE: Forty-Acre Parcel of Land in Falmouth, Maine off Rt. 100 and Mountain Road

Dear David:

We hereby authorize you to act as our agent and to appear before the Falmouth Planning Board and other Falmouth Boards and officials to explore the feasibility of potential development of our parcel of land on the Mountain Road and Rt. 100. In issuing this letter we are acting as Trustees of our respective Revocable Trusts, the Patricia Y. Hothem Living Trust u/a dated May 9, 2007, and the Maurice C. Hothem Living Trust u/a dated May 9, 2007.

We appreciate your assistance.

Yours truly,  
The Patricia Y. Hothem Living Trust  
u/a dated May 9, 2007

The Maurice C. Hothem Living Trust  
u/a dated May 9, 2007

By: Patricia Y. Hothem  
Patricia Y. Hothem, Trustee

By: Maurice C. Hothem  
Maurice C. Hothem, Trustee

cc: James H. Young, II, Esq.

# Section 1

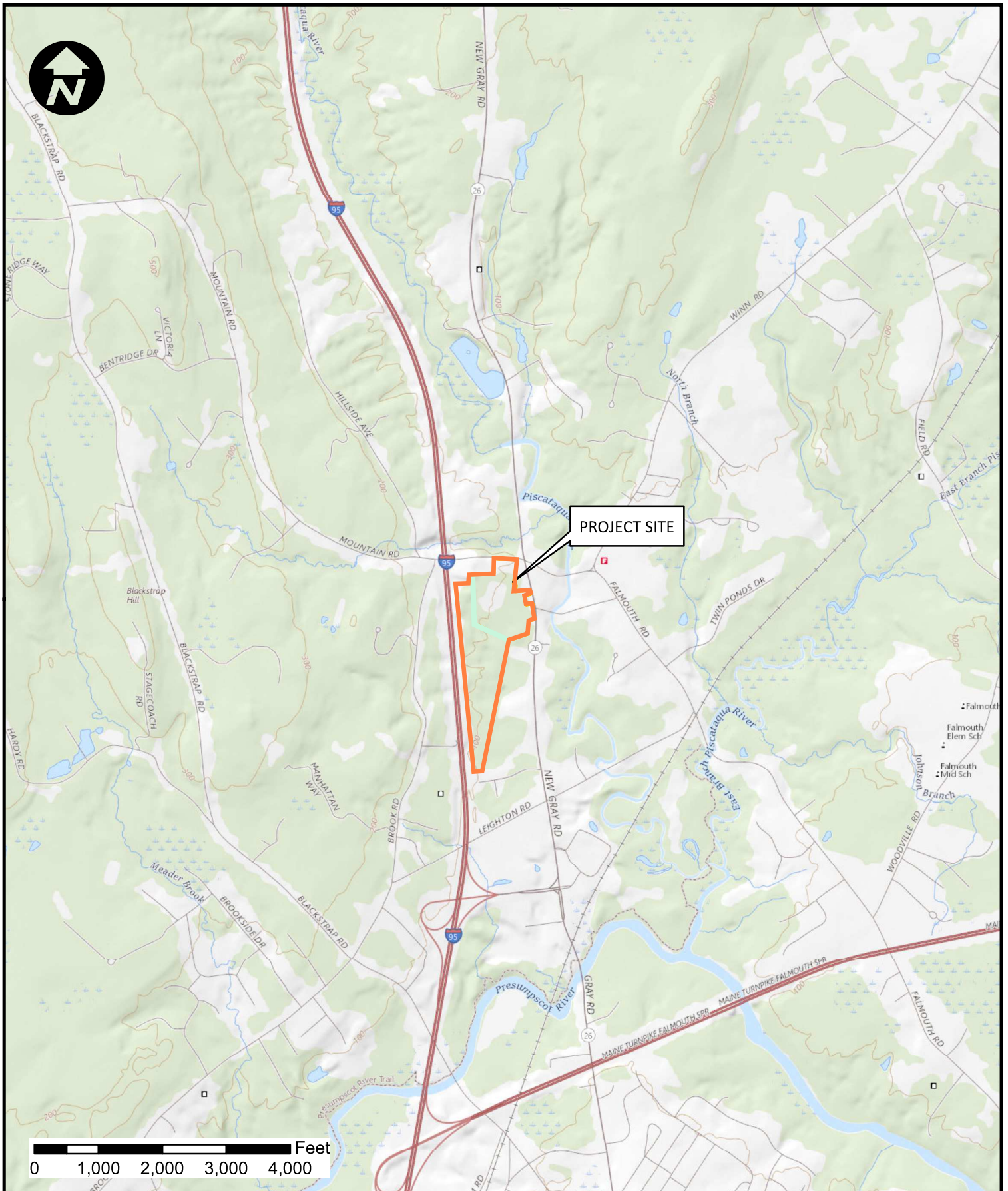
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## USGS Site Location Map



## **Section 1: USGS Site Location Map**

Reference is made to the location map enclosed in this section.



WWW.SE BAGOTECHNICS.COM  
 75 John Roberts Rd., Suite 4A  
 South Portland, ME 04106  
 Tel. 207-200-2100

**TITLE SITE LOCATION MAP**

**FOR:** HOMESTEAD ACRES, LLC, 56 GRAY ROAD, FALMOUTH, ME

**LOCATION:**  
 4 Mountain Road  
 Falmouth, ME

**INFORMATION:**  
 USGS Quadrangle: Portland West, Cumberland-Center

**SCALE:** 1" = 2,000'  
**DATE:** 02/21/2019

## **Section 2**

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**Right, Title, Interest**

**QUITCLAIM DEED WITH COVENANT**


**KNOW ALL PERSONS BY THESE PRESENTS THAT**, Longcreek, LLC, Trustee of the **LONGCREEK REALTY TRUST**, a Maine Trust, in consideration of one dollar and other valuable consideration paid, grants to **HOMESTEAD ACRES, LLC**, a Maine limited liability company, whose mailing address is 50 Gray Road, #1, Falmouth, Maine 04105, with **QUITCLAIM COVENANT** the premises situated in Falmouth, Maine, more particularly known as Tax Map R07, Lot 156 and further described on Exhibit A attached hereto and made a part hereof.

Being the same premises conveyed to the within Grantor Longcreek Realty Trust by Deed of Mary Catherine Regan, dated March 17, 2016, recorded in the Cumberland County Registry of Deeds in Book 33354, Page 233.

IN WITNESS WHEREOF, the said Andre Bellucci, Manager of Longcreek, LLC, Trustee of the Longcreek Realty Trust has signed and sealed this instrument on April 7, 2017

  
Witness

Longcreek Realty Trust

  
Andre Bellucci, Manager of Longcreek, LLC, It Trustee

STATE OF MAINE  
COUNTY OF CUMBERLAND

April 7, 2017

Then personally appeared the above-named Andre Bellucci, Manager of Longcreek, LLC, Trustee of Longcreek Realty Trust who acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Longcreek Realty Trust.

Before me,

  
Thomas F. Jewell, Attorney-at-Law

**PURCHASE AND SALE AGREEMENT – Land Only  
(with Contractor Agreement to Improve Seller’s Remaining Premises)**

**1. PARTIES.** This \_\_\_\_ day of June, 2018, **WEST FALMOUTH BAPTIST CHURCH**, a Maine non-profit corporation organized for religious purposes pursuant to Title 13, Chapter 81 of the Maine Revised Statutes (hereinafter called “Seller”) agrees to sell; **WEST FALMOUTH DEVELOPMENT II, LLC**, a Maine limited liability company (hereinafter called “Buyer”) agrees to buy, and **CHASE EXCAVATING, INC.**, a Maine business corporation (hereinafter called “Contractor”) agrees to improve, upon the terms hereinafter set forth, the remaining property of the Seller that is adjacent to and situated to the east of the Premises described in Paragraph 2 of this Agreement, and depicted on **Exhibit A** attached hereto and made a part hereof (the “Remaining Property”).

**2. DESCRIPTION.** The premises to which this Agreement applies is a certain parcel of land located to the east of Mountain Road, Falmouth, Maine, consisting of acres as depicted in a survey by Sebago Technics, Inc., of near or even date with this Agreement, and to be recorded in the Cumberland County Registry of Deeds, all as more particularly depicted on **Exhibit B** attached hereto and made a part hereof (hereinafter called the “Premises”).

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** None

**4. TITLE DEED.** The Premises are to be conveyed by a good and sufficient warranty deed running to Buyer, or to the nominee designated by Buyer by written notice to Seller at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey and good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Such taxes for the then current municipal tax year as are not due and payable on the date of the delivery of such deed; and,
- (b) Standard utility easements serving the Premises, if any.

**5. PURCHASE PRICE.** The agreed Purchase Price for the Premises is

which has been paid as a deposit this  
day (the “Earnest Money Deposit”) to the Buyer’s attorney, Barns, Greenfield &  
Thornton; and

The balance of the purchase price to be paid at the time of delivery of the deed by cash, wire, certified, cashier's, treasurer's or bank, or attorney's trust account check drawn on a Maine banking institution. Closing to Occur on or before 7-1-2019. At buyers option this closing date may be extend in increments of six months for a nonrefundable payment of

**6. TIME FOR PERFORMANCE; DELIVERY OF DEED.** Such deed is to be delivered and the consideration paid no later than 45 days after satisfaction of the contingencies set forth in Paragraph 7(a) of this Agreement, unless such period is extended by mutual agreement of the parties, reduced to writing. (hereinafter the "Closing").

**7. CONTINGENCIES.** The obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle Buyer to terminate this Agreement by giving Seller written notice of Buyer's intention to do so within the time period specified. Upon such termination Seller shall direct Buyer's attorney to return to Buyer all sums paid under this Agreement, and the parties shall be relieved of all further obligations under this Agreement.

(a) *Government Approvals.* Final and complete approvals, consents, licenses and authorizations given Buyer or its assigns, licensees, agents, contractors, representatives or designees to develop the Premises either as a residential housing and commercial subdivision or as an appurtenance of adjunct to a residential housing subdivision, to include without limitation, zoning approvals, subdivision approvals and site plan approvals and any approvals or authorizations under the Maine Site Location and Development Act together with any approvals as may be required from the Town of Falmouth, Maine (by and through its Planning Board, Town Council, zoning enforcement officials, planning officials, Town Engineer, Police Chief, Fire Chief and all other officials and instrumentalities as applicable), Maine Department of Environmental Protection, and the U.S. Army Corps of Engineers, all of which are binding and for which all applicable appeal periods have expired or have been exhausted and during which time an opportunity exists to take an appeal, no appeal by any interested party has been taken. All such approvals as described in this Paragraph 7(a) shall be applicable with respect to the Premises and to the adjacent land (subject to a purchase and sale agreement to which the Buyer is a party) now owned by Scott Hothem, Trustee of The Maurice and Patricia Hothem Charitable Remainder Unitrust u/a dtd December 16, 2016, a Maine domiciled Trust, and Maurice C. Hothem and Patricia Y. Hothem, individually, it being acknowledged that such approvals are a condition to the Buyer's obligation to purchase the Premises.

(b) *Financing.* None.

(c) *Third-party Rights.* Seller warrants the Premises are not the subject of any lease, license, or other agreement granting a third-party any rights in the Premises.

(d) *Improvements.* Buyer and Contractor will make the following improvements to the Remaining Property, all of which shall be commenced upon Buyer's delivery of the deed described in Paragraph 4 of this Agreement, and be completed no later than 365 calendar days from Closing. Said improvements shall include:

(i) Construct the parking area, gravel path and planting berms shown on **Exhibit B**, with the surface to consist only of gravel and not asphalt, concrete or other impervious material; and

(ii) Construct and install all pipes, lines and fixtures necessary to connect the remaining property of the Seller to the public sewer facility and line running parallel to Mountain Road and pay any sewer connection fee, up to the amount of

All improvements shall be subject to inspection and approval by Seller, and completed to Seller's satisfaction.

**8. CLOSING DOCUMENTS.** At the Closing, Seller and Buyer shall execute, acknowledge and deliver the following documents and such other documents as Seller's and/or Buyer's attorney may require:

(a) *Deed.* Seller shall execute, acknowledge and deliver to Buyer the warranty deed for the Premises as provided herein.

(b) *Title Affidavits.* Seller shall deliver to Buyer two executed original counterparts of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanic's, materialmen's or similar liens and for parties in possession.

(c) *Nonforeign Person Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer or his agent shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code.

(d) *Notification to Buyer of Withholding Tax Requirement.* Buyer shall deliver to Seller two executed original counterpart certificates in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the State's withholding tax requirements.

(e) *Maine Resident Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer or his agent shall deem necessary, to inform Buyer of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S. § 5250-A.

(f) *Underground Oil Storage Tank Certification.* Seller shall deliver to Buyer a written notice, in form and substance reasonably satisfactory to Buyer, which notice shall certify either (i) that there is no underground oil storage facility located on the Premises, or (ii) pursuant to 38 M.R.S. § 563(6), if there is such a facility on the Premises, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

(g) *Subsurface Waste Water Disposal System Certification.* Provided the Premises is (i) within the shoreland area, as defined in 38 M.R.S. § 435; and (ii) contains a subsurface waste water disposal system, Seller shall deliver to Buyer a written notice as to whether the system has malfunctioned during the 180 days preceding the Closing.

(h) *Real Estate Transfer Tax Declaration.* Seller and Buyer shall execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed.

**9. POSSESSION AND CONDITION OF PREMISES.** Full possession of the Premises free of all tenants and occupants is to be delivered at the Closing, the Premises to be then (a) in the same condition as they now are; (b) not in violation of any zoning laws; and (c) in compliance with the provisions of any instrument referred to in Paragraph 4 hereof. The Buyer or his agent may inspect the Premises within 48 hours to the Closing in order to determine whether the condition thereof complies with the terms of this paragraph.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of Closing the Premises do not conform with the provisions hereof, as the case may be. Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be. Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and Buyer may grant an extension for performance or at his option withdraw from the contract without recourse.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If at the expiration of any extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as



herein agreed, then at Buyer's option any payments made under this Agreement shall be forthwith refunded, together with any interest, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION.** Buyer shall have the election, at either the original or any extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title or deliver the Premises in such condition.

**13. ACCEPTANCE OF DEED.** The acceptance of a deed by Buyer, or Buyer's nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

**14. USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

**15. ADJUSTMENTS.** Real estate taxes for the then current municipal tax year shall be apportioned as of Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the deed.

**16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES.** If the amount of said taxes referred to in Paragraph 15 above is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

**17. BROKERAGE.** Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them and Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be.

**18. DEFAULT; DAMAGES.** If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer, together with all interest earned thereon, shall be retained by Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at law or in equity for any default by Buyer under this Agreement. Should Seller default, all deposits made hereunder by Buyer, together with all interest

earned thereon, shall be returned to Buyer and Buyer shall have all available remedies, including specific performance, and shall be entitled to his costs of enforcing this agreement, including reasonable attorneys' fees.

## **19. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.**

(a) *By Seller.* Seller represents and warrants as of this date and as of each date through and including the Closing that:

(1) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(2) Seller is a Maine "resident" within the meaning of 36 M.R.S. § 5250-A.

(3) This Agreement and the performance hereof by Seller will not contravene any law, judgment, order, injunction, decree or any contractual restriction or arrangement binding on Seller or by which any of his assets or properties may be affected.

(4) No consent, approval, order or authorization of any court or other governmental entity is required to be obtained by Seller in connection with the execution and delivery of this Agreement or the performance hereof by Seller.

(5) There is no pending or, to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Premises or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Premises or any portion thereof.

(6) The Premises are in material compliance with all statutes, ordinances, rules, regulations, orders and requirements of all federal, state and local authorities and any other governmental entity having jurisdiction over the Premises; and Seller has not received any notice from any such governmental entity of any violation of any of such statutes, ordinances, rules, regulations, orders and requirements.

(7) Seller does not know of, and has not received written notice of, any default or breach by Seller under any of the covenants, conditions, restrictions, rights-of-way or easements, if any, affecting the Premises or any portion thereof, and, to the best of Seller's knowledge, no such default or breach now exists, and no event has occurred and is continuing which, with notice or the passage of time, or both, would constitute a default thereunder.

(8) Seller has not received any notice of assessment for benefits or betterments which affect the Premises and does not have knowledge that any such assessment is pending or threatened.

(9) To the best of Seller's knowledge, no portion of the Premises has ever been used as a landfill or as a dump to receive refuse or waste, and there is and has been no hazardous or toxic waste, substance matter, or material, as those terms may be defined from time to time by applicable state, local or federal law, stored in, on, or about the Premises. In the event any such waste, substance matter or material is discovered at the Premises any time prior to the Closing, Buyer may, at its option, terminate this Agreement by written notice to Seller, whereupon Seller shall return all sums paid hereunder by Buyer, and the parties shall be relieved of all future obligations hereunder.

(10) There is no underground oil storage facility located on the Premises.

(11) The Premises do not abut, on any boundary, farmland which has been registered pursuant to 7 M.R.S. § 51 et seq.

(12) The Premises are not within the shoreland area as defined in 38 M.R.S. § 435.

(13) No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof.

(14) The person executing and delivering this Agreement has full authority and has received all necessary approvals to do so.

(b) *Survival.* Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the Closing and shall survive the Closing and any termination of this Agreement. Buyer and Seller each agree to indemnify and hold harmless the other from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and court costs) incurred by or threatened against such other party as a result of any breach of the indemnifying party of any of the covenants, warranties or representations contained in this Agreement. This Agreement to indemnify and hold harmless shall survive the Closing.

## **20. MISCELLANEOUS.**

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

**(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed as follows:**

**To Seller:                   West Falmouth Baptist Church  
18 Mountain Road  
Falmouth, Maine 04105**

**To Buyer:                   West Falmouth Development II, LLC  
c/o Chase Excavating, Inc.  
50 Gray Road  
Falmouth, Maine 04105**

**with copy to:               James B. Barns, Esq.  
Barns, Greenfield & Thornton  
8 Fundy Road  
Falmouth, Maine 04105**

**and such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.**

**(c) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.**

**(d) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely express their entire agreement.**

**(e) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.**

**(f) The parties have reviewed, or have had the opportunity to review, this agreement with their counsel and agree that the normal rules of construction, which dictate that any ambiguities in this agreement are to be resolved against the drafting party, shall not be employed in the interpretation and enforcement of this agreement**

(g) If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

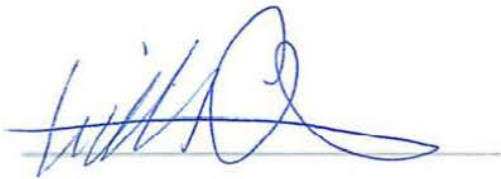
(1) Binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision (    );

(2) Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (    ); or

(3) Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences ( **X** ).

IN WITNESS WHEREOF, the parties hereto have executed or causes this instrument to be executed as of the date and year first-above written.

WITNESS:

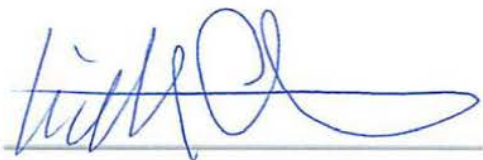


**West Falmouth Development II, LLC**

By: 

David Chase

Its Sole Manager and Member



**CHASE EXCAVATING, INC.**

By: 

David Chase

Its President

**WEST FALMOUTH BAPTIST CHURCH**

Miles Fenderson

By:   
Trustee - West Falmouth Baptist Church

# **Section 3**

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## **Tax Map Abutter List**

Map U44/Lot 28K  
DIANE CAIAZZO  
19 MARSTON ST  
FALMOUTH, ME 04105

Map U43/Lot 13  
WWW INC  
144 GRAY RD  
FALMOUTH, ME 04105

Map U42/Lot 8  
BRICE OCONNOR  
145 GRAY RD  
FALMOUTH, ME 04105

Map U44/Lot 34  
DEBORAH & KEITH NOYES  
94 GRAY RD  
FALMOUTH, ME 04105

Map U42/Lot 11  
TINA AKERSON  
154 GRAY RD  
FALMOUTH, ME 04105

Map U42/Lot 9  
LUDMILA BORYSENKO  
143 GRAY RD  
FALMOUTH, ME 04105

Map U44/Lot 35  
TURNING POINT DEVELOPMENT LLC  
c/o ANDREA FERRANTE  
13 GRETA WAY  
FALMOUTH, ME 04105

Map U42/Lot 12  
JOHN & ARLENE MCINTOSH  
3530 MYSTIC POINT DR  
AVENTURA, FL 33180

Map U42/Lot 10  
CLAUDETTE & JEFFREY MASON  
141 GRAY ROAD  
FALMOUTH, ME 04105

Map U43/Lots 7 & 8  
MORRISON & SYLVESTER, INC.  
110 GRAY ROAD  
FALMOUTH, ME 04105

Map U42/Lot 13  
TOWN OF FALMOUTH  
ATTN: TAX COLLECTOR  
271 FALMOUTH RD  
FALMOUTH, ME 04105

Map U43/Lot 1  
DENIS & SARAH BOUDREAU  
291 GRAY RD  
FALMOUTH, ME 04105

U43/Lot 6  
SCHEIWILLER A REVOCABLE TRUST  
ATTN: GARY GELLER  
1626 WEDGEWOOD BLVD  
FREDERICK, MD 21703

Map U42/Lot 14  
ANDREW POORE  
2 MOUNTAIN ROAD  
FALMOUTH, ME 04105

Map U43/Lot 2  
CHRISTINE & DAVID TITCOMB  
2 MOUNTAIN RD  
FALMOUTH, ME 04105

Map U43/Lot 9  
STEFAN WINSLOW  
114 GRAY ROAD  
FALMOUTH, ME 04105

Map U42/Lot 16  
JULIE PORTER  
12 MOUNTAIN RD  
FALMOUTH, ME 04105

Map U43/LOT 2B  
WALTER KUHN  
2 RIPKEN WAY  
FALMOUTH, ME 04105

Map U43/Lot 10A  
EASTERN SHORE PROPERTIES, LLC  
116 GRAY ROAD  
FALMOUTH, ME 04105

Map U42/Lot 17  
STEVEN DYER  
16 MOUNTAIN RD  
FALMOUTH, ME 04105

Map U43/LOT 3  
123 GRAY ROAD, LLC  
123 GRAY ROAD  
FALMOUTH, ME 04105

Map U43/Lot 10  
GERALD & TANNIA BELL  
124 GRAY ROAD  
FALMOUTH, ME 04105

Map U42/Lot 18  
WEST FALMOUTH BAPTIST CHURCH  
18 MOUNTAIN RD  
FALMOUTH, ME 04105

Map R07/LOT 156  
LONGCREEK REALTY TRUST  
PO Box 66793  
FALMOUTH, ME 04105

Map U43/Lot 10B  
MAURICE & PATRICIA  
HOTHEM LIVING TRUST  
10 FISK POND ROAD  
HOLLISTON, MA 01746

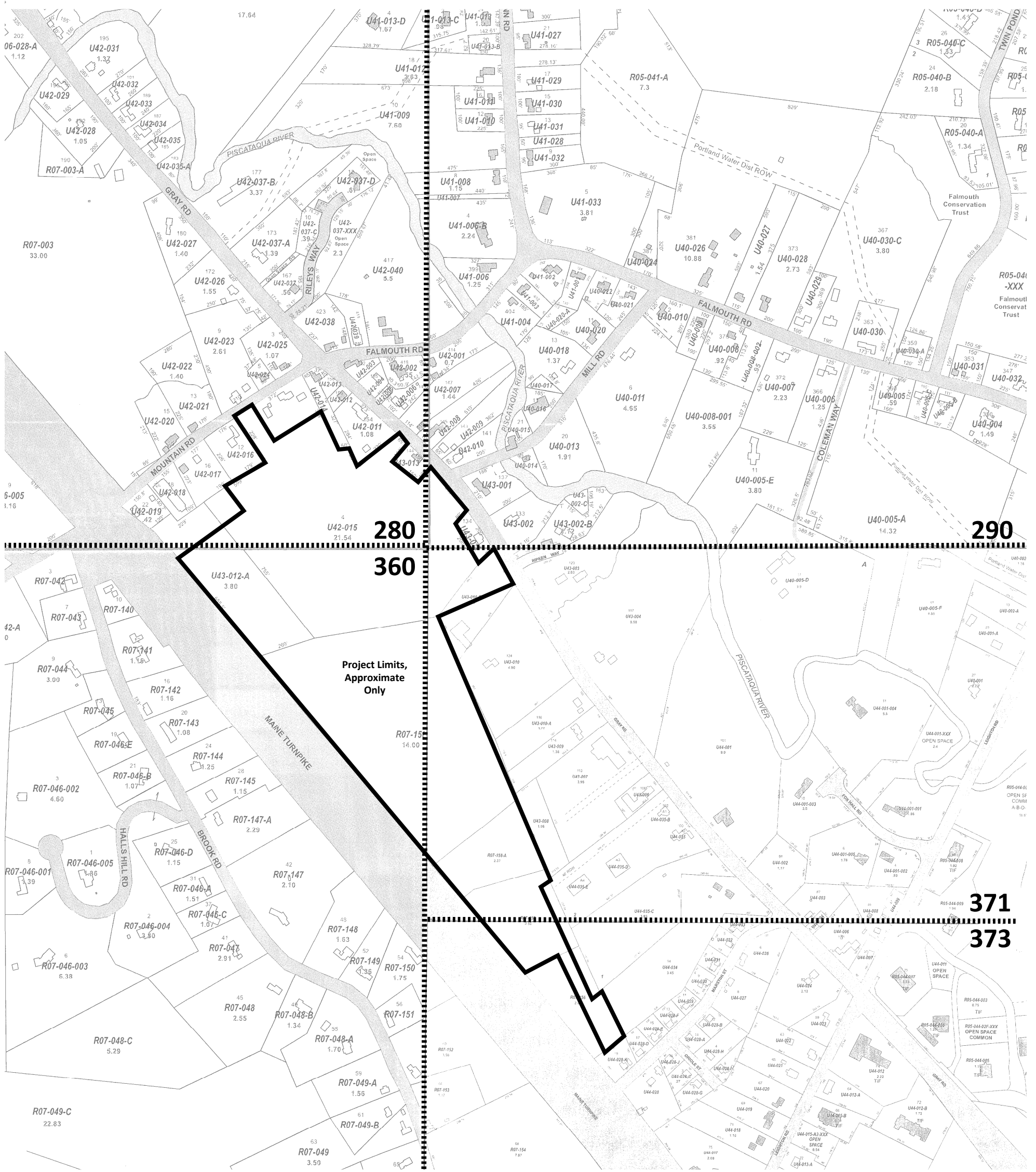
Map U42/Lot 23  
ELLEN BIFANO  
3179 EAST LAKE ROAD  
SKANEATELES, NY 13152

Map U42/Lot 19  
COOPER & JOANNE HIGGINS  
22 MOUNTAIN RD  
FALMOUTH, ME 04105

Map U43/Lot 11  
PAULETTE GOSSELIN, MARY OBRIEN  
134 GRAY RD  
FALMOUTH, ME 04105

Map U42/Lot 7  
STARFISH MANAGEMENT COMPANY, LLC  
6 GRETA WAY  
FALMOUTH, ME 04105

I-95 ROW  
MAINE TURNPIKE AUTHORITY  
2360 CONGRESS STREET  
PORTLAND, ME 04102





# **Section 4**

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## **Common Use Facilities / Condominium Documents**

#### **Section 4: Common Use Facilities**

Updated documentation regarding the formation and responsibilities of a Condominium Owners Association is enclosed in this section.

Exhibit A to  
Articles of Incorporation for

HOMESTEAD FARMS SUBDIVISION HOMEOWNERS' ASSOCIATION

The purpose of the corporation (also referred to as the "Association") is to maintain and manage the common areas including but not limited to the private roads, and enforce rules and regulations for the benefit of the members as defined below.

The members of the Corporation shall consist of any person, firm or entity who is an owner of any of the units located in the Homestead Farms subdivision off of Route 100 and Mountain Road in Falmouth, Maine. Regardless of the number of owners of any particular unit, said owners shall have one vote and shall be responsible for the payment of dues and assessment amounts.

Ownership of any unit shall require the owner to be a member of this Association. Membership in the Corporation shall not be transferable.

Filing Fee \$40.00

**DOMESTIC  
NONPROFIT CORPORATION**

**STATE OF MAINE**

**ARTICLES OF INCORPORATION**

<p>_____</p> <p>Deputy Secretary of State</p> <hr/> <p><b>A True Copy When Attested By Signature</b></p> <hr/> <p>_____</p> <p>Deputy Secretary of State</p>
--

Pursuant to [13-B MRSA §403](#), the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation:

**FIRST:** The name of the corporation is \_\_\_\_\_.

**SECOND:** ("X" one box only. Attach additional page(s) if necessary.)

The corporation is organized as a public benefit corporation for the following purpose or purposes:

The corporation is organized as a mutual benefit corporation for all purposes permitted under [Title 13-B](#) or, if not for all such purposes, then for the following purpose or purposes:

**THIRD:** The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: \_\_\_\_\_

\_\_\_\_\_  
(name of commercial registered agent)

Noncommercial Registered Agent

\_\_\_\_\_  
(name of noncommercial registered agent)

\_\_\_\_\_  
(physical location, not P.O. Box – street, city, state and zip code)

\_\_\_\_\_  
(mailing address if different from above)

**FOURTH:** Pursuant to [5 MRSA §108.3](#), the new commercial registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

## DECLARATION OF CONDOMINIUM

### HOMESTEAD FARMS, A CONDOMINIUM Mountain Road, Falmouth, Maine

#### ARTICLE 1

##### SUBMISSION

**Section 1.1.** Submission of Property. **WEST FALMOUTH DEVELOPMENT II, LLC**, a Maine limited liability company with a place of business in Falmouth, Maine ("**Declarant**"), owner in fee simple of the land described in **Exhibit A** annexed hereto, located within the Town of Falmouth, Cumberland County, Maine (the "**Land**"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "**Property**") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("**Condominium Act**" or "**Act**") and hereby creates with respect to the Property a condominium, to be known as "**Homestead Farms, a Condominium**" (the "**Condominium**"). The Property is also shown on the following plat and plans: (i) the plan recorded on \_\_\_\_\_, in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_, identified as follows: "Plan of Condominium Plat, Homestead Farms, a Condominium" dated \_\_\_\_\_ (the "**Plat**"); and (ii) on individual unit plans to be recorded in the Cumberland County Registry of Deeds on or before the conveyance of each Unit (collectively the "**Plans**"). Reference is also made to the plan identified as "Subdivision Plat – Homestead Farms, Falmouth, Maine," dated \_\_\_\_\_, and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_, as the same may be amended (the "**Subdivision Plan**").

**Section 1.2.** Name and Address of Condominium. The name of the Condominium shall be "Homestead Farms, a Condominium." The address of the Condominium is 4 Mountain Road, Falmouth, Maine 04105. The name of the unit owners association is the "**Homestead Farms Homeowners' Association**" (the "Association") and its address is \_\_\_\_\_, Falmouth, Maine 04105.

**Section 1.3.** Description of Condominium Development. Initially, the Condominium consists of the Land described in the attached **Exhibit A** and consisting of \_\_\_\_\_ (\_\_\_\_) units, which are identified on the Plat, within Section 1, as Units \_\_\_\_\_.

#### ARTICLE 2

##### DEFINITIONS

**Section 2.1.** Terms Defined in the Act. Capitalized terms are defined herein or in the Plat and Plans, otherwise they shall have the meanings specified or used in the Condominium Act. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

**Section 2.2.** Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plat and Plans:

(a) "Additional Units" means the Units, if any, which may be added by the Declarant to the Condominium in accordance with Section 10 of this Declaration.

(b) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(c) "Association" means the Homeowners Association of the Condominium, which is known as the **Homestead Farms Homeowners' Association**.

(d) "Buildings" (or in the singular, a "Building") means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

(e) "Built Units" means constructed Units for which a certificate of occupancy has been issued by the Town of Falmouth.

(f) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time.

(g) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements. Common Elements includes those items defined in the Town of Falmouth Land Subdivision Ordinance as "Private Common Use Improvements" and any reference in said ordinance to Private Common Use Improvements shall mean Common Elements for purposes of this Declaration and the Association

(h) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(i) "Condominium" means the Condominium described in Section 1.1 above.

(j) "Condominium Documents" means the Declaration, Plat and Plans, Bylaws and Rules and Regulations.

(k) "Declarant" means **West Falmouth Development II, LLC**, a Maine limited liability company, its successors and assigns.

(l) "Declaration" means this document, as the same may be amended from time to time.

(m) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself, if any, to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements, or to withdraw any Real Estate, Units, or Property from the Condominium.

(n) Omitted.

(o) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(p) "Executive Board" means the Executive Board of the Association. The terms executive Board and Board of Directors shall be interchangeable.

(q) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

(r) "Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(s) "Land Installment Contract" means a contract under which the Declarant or an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit or any portion thereof to

a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Declarant or Owner retains title to the Unit as security for the buyer's obligation under the Contract. The Declarant or Owner may assign its rights under the Contract to any third party.

(t) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Common Elements allocated for the exclusive use of one or both Units located within a Duplex. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(u) "Limited Common Expenses" mean: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Unit(s) to which that Limited Common Element is assigned, in proportion to the relative Common Expense liabilities as between themselves, as the Executive Board may periodically define; and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by to Section 1603-115(c) of the Condominium Act.

(v) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium or provide maintenance services.

(w) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

(x) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.

(y) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on **Exhibit B** attached hereto, as the same may be amended from time to time.

(z) "Property" means the Property described in Section 1.1 above.

(aa) "Private Common Use Improvements," as used in the Town of Falmouth Land Subdivision Ordinance, shall, for the purposes of this Declaration and associated Condominium Documents, have the same meaning as Common Elements.

(bb) "Plat and Plans" means the Plat and Plans as defined in Section 1.1 above, which are recorded in the Cumberland County Registry of Deeds, and as such may be amended and supplemented from time to time.

(cc) "Record" means to record in the Cumberland County Registry of Deeds.

(dd) "Reserved Common Element" means a portion of the Common Elements immediately surrounding a Unit that is licensed to a Unit owner as a Reserved Common Element.

(ee) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.

(ff) "Section" means one or more residential Buildings developed at or around the same time pursuant to the Development Rights and Special Declarant Rights set forth in Article 10 hereof.

(gg) "Special Assessment" means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.

(hh) "Special Declarant Rights" means those rights defined in Section 1601-103 (25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easement through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.

(ii) "Unit" means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

(jj) "Un-built Units" means declared Units that are not built, or that are not completed, and for which a certificate of occupancy from the Town of Falmouth has not been issued. Once a certificate of occupancy has issued, such Unit shall be treated as a Built Unit.

(kk) “Yard” means a portion of the Common Elements immediately surrounding a Unit that is licensed to a Unit owner as a Reserved Common Element.

**Section 2.3.** Provisions of the Condominium Act. The provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

### ARTICLE 3

#### UNIT BOUNDARIES

**Section 3.1.** Units. \_\_\_\_\_ ( ) residential condominium units consisting of one (1) Unit buildings, and a multi-unit building containing up to Two (2) commercial units and Two (2) residential units are hereby created and declared under this Declaration in Section 1A on the Land designated on the Plat as Section 1. The Land designated as Section 1 on the Plat is more particularly described on the attached **Exhibit A.** The identifying numbers of the \_\_\_\_\_ ( ) Units created and declared hereby are \_\_\_\_\_. Declarant has the right to create and declare up to \_\_\_\_\_ ( ) additional Units for a total of up to sixty-eight (68) Units. The initial \_\_\_\_\_ ( ) units created and declared hereby are collectively designated “Section IA.” Each additional Unit or Units created by amendment to this Declaration shall be designated as an additional separate section, named in alphabetical order. By way of example, the next Unit or Units created within “Section 1” as shown on the Plat shall be “Section 1B.” The first Unit or Units created within Section 2 as shown on the Plat shall be “Section 2A.” The purpose of the labeling “Section 1” and “Section 2” on the Plat is to show that the Units shown on the Plat as Section I must be built, and that the Units shown on the Plat as Section II need not be built. Each of the condominium buildings contain one (1) Unit as shown on the Plat and Plans except for the commercial building which shall have 2 commercial units and 2 residential units. Attached as **Exhibit B** hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit, based upon the completion of the \_\_\_\_\_ ( ) Units initially created hereby. Attached as **Exhibit B-1** hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each unit, based upon the completion of all of the Units and both Sections in the Condominium.

**Section 3.2.** Unit Boundaries. The boundary lines of each Unit are as shown on the Plat and Plans and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) For condominium buildings containing one (1) unit, the entire building and appurtenances attached thereto shall be the extent of the Unit’s Boundaries, as follows:

- (i) The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the exterior surface of the roof of the Unit; (ii) Lower Boundary: the horizontal plane of the lower surface of the concrete subfloor slab.
- (ii) The vertical (perimeter) boundaries of each Unit shall be the exterior surface of the outside walls of the Building bounding the Unit and, in addition, for Duplexes, the mid-line of any interior wall adjacent to an adjoining Unit, extended to the intersections with each other vertical boundary and with the upper and lower boundaries.
- (iii) Boundary lines shall also be the outside surface of the exterior structures and fixtures attached to the Unit or enclosing the Unit and separating it from the Common Elements,



including the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds, shutters, awnings, window boxes, front and rear steps and railings, balconies, porches, decks, patios, sun rooms and dormers, including all finish materials.

(b) For condominium buildings containing more than one (1) unit, the Unit's Boundaries shall be as follows:

(i) Horizontal Boundary: The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

The horizontal boundaries of each Unit are formed by the planes of the centerline of the floor/ceiling construction between the Units; except that the upper horizontal boundary for the second floor Unit is the centerline of the ceiling construction above said Unit not to include an unfinished loft area, and the lower horizontal boundary for the first floor Unit is the centerline of the floor/ceiling construction between the first floor unit and the basement, not to include said basement.

(ii) Vertical Boundaries: The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock, or other wall materials forming its exterior or common walls, extended to the intersections with each other and with the horizontal boundaries.

(iii) Interior Finishes. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, finished flooring and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(iv) Interior Space. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(v) Relocation. Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted.

(vi) Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act.

(vii) The exterior walls, the roof, rafters, foundation, pipes, wires, conduits, flues, ducts, pipes, or other heating and utility lines running through a multi-unit building which serve more than one Unit, along with all other spaces, interior partitions and other fixtures and improvements within the boundaries of a multi-unit building but not located within a Unit, are Limited Common Elements set aside to the Units located within the multi-unit building.

(c) For avoidance of doubt, as to all buildings with one (1) unit, all internal structures contained within and external structures attached to the building are included in the Unit, including, without limitation, roofing framing and covering, chimneys and flues, wall framing, insulation, sheathing, clapboards, studs, joists, load bearing portions of the building, attic structural elements, foundation walls, all floor slabs, garage slab floors, and interior foundation drains.

(d) Each Unit's identifying number is shown on the Plat and on **Exhibit B**.

(e) The exact location of vertical unit boundaries of each Unit will be established at the time of construction or initial conveyance of each Unit, whichever is earlier to occur, and shall be set forth on an individual Unit plan to be recorded on or before the initial conveyance of each Unit. Exhibit C attached hereto contains a listing of plan book and page references of each of the Unit plans recorded for the Units that have been conveyed to purchasers as of the date hereof. Exhibit C shall be amended as each additional unit is initially sold to incorporate the book and page references of each Unit Plan showing the location of the vertical and horizontal unit boundaries of each unit constructed and sold.

#### ARTICLE 4

#### **DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND RESERVED COMMON ELEMENTS**

**Section 4.1.** Description of Common Elements. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, the sewer pump station, buildings, any playground built for common use, all wires, pipes, ducts, foundation drains, electrical wiring and conduits, public and private utility lines (other than those which are contained within the Unit and serve only that Unit), and any easements as set forth in Exhibit A for parking, access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents. Without limitation, the Common Elements shall specifically include the following:

(a) Grounds. The land, lawns, trees, any forested areas, signage, parking spaces as identified on the Plats and Plans, common mailboxes, any common facilities or storage buildings, and all private access roads and drives as shown on the Plat and Plans.

(b) Systems & Utilities. Sewer Pump Station (unless conveyed to and accepted by the Town of Falmouth, Maine) and Sanitary sewer lines to each unit, to unit outlet (in foundation, basement, and exterior walls), electric distribution to each unit meter, water distribution to each unit master valve, storm and unit drainage system, water lines servicing more than one unit (in foundation, basement, and exterior walls), electrical wiring from meter and serving more than one unit (in foundation and exterior walls).

(c) Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

**Section 4.2.** Description of Limited Common Elements. Limited Common Elements shall mean all wires, ducts, pipes, drains or other fixtures serving only one Unit. Those portions of the Limited Common Elements serving only a single Unit are Limited Common Elements allocated only to the Unit that they serve. Limited Common Elements that service less than all Units but more than one Unit shall be allocated equally to the serviced Units.

**Section 4.3.** Locations of Common and Limited Common Elements. Except for the Limited Common Elements described in Section 4.2 above, the locations of the Common Elements and Limited Common Elements are shown on the Plat and Plans.

**Section 4.4.** Reserved Common Elements. Each Unit Owner shall be granted a license from the Association to exclusive use of space adjacent to his Unit as yard space (a “Yard”). The Executive Board shall have the power in its discretion to define the boundaries of the Yard area and grant a revocable license to an Owner to use the Yard (a “Yard License Agreement”), subject to the Rules and Regulations established by the Association. Such license is revocable by the Association during the Unit Owner’s ownership of the Unit only in the event of default of the license agreement for such Yard. Such designation of a licensed Yard area by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

**Section 4.5.** Location of Reserved Common Elements. The locations of the Reserved Common Elements for each Unit are shown on the recorded plat. A building envelope is shown in each Reserved Common Element for each Unit. The Unit must be built within the building envelope. The individual Plans are not recorded, but are a part of the Yard License Agreement, which shall be retained in the records of the Association.

**Section 4.6.** Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so.

## ARTICLE 5

### MAINTENANCE RESPONSIBILITIES

**Section 5.1.** Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

**Section 5.2** Maintenance and Inspection of Limited Common Elements. The maintenance, repair and replacement of Limited Common Elements created, if any, shall be the responsibility of the Association, with the cost thereof, if any, to be allocated among the Units so benefitted, except as otherwise noted in the Condominium Documents.

**Section 5.3** Maintenance and Inspection of Reserved Common Elements. Maintenance of the Reserved Common Elements licensed to the Units shall be the responsibility of the Association, with the cost thereof to be treated as a Common Expense. Notwithstanding the foregoing, the Unit Owner shall be responsible for maintenance of any portion of his Yard that is (a) designated as a private garden area by consent and approval of the Association, or (b) not reasonably accessible to the Association’s maintenance equipment as a result of fencing or other structures installed by the Unit Owner.

**Section 5.4** Maintenance and Inspection of Common Elements.

(a) The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of

the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements and certain Reserved Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, if any, for which the unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the Common Expenses.

(b) The Association shall cause the regular inspection of Common Elements at intervals specified by the Town of Falmouth and at such other times as the Association deems appropriate.

**Section 5.5** Maintenance of Unit. Each unit Owner shall keep and maintain his Unit, private garden area and fenced Yard areas inaccessible to the Association's maintenance equipment, if any, including the building, grounds, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural, ordinary or extraordinary, and shall do all property maintenance, redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit and portion of the Yard he is responsible to maintain. No unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other unit Owners. Each unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. No unit Owner shall change the exterior color of his or her Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

**Section 5.6** Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements and Reserved Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.5, but not performed by the unit Owner, including, without limitation, services of the Managing Agent requested by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

## ARTICLE 6

### ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

**Section 6.1.** Percentage Interests. Attached hereto as **Exhibit B** is a list of Units by their identifying number and the Percentage Interest appurtenant to each Unit, for all Units created as of the time of the recording of this Declaration together with an explanation of the formula by which such Percentage Interest is determined. Attached hereto as **Exhibit B-1** is a list of all Units in both Phases that may be

created, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit, based upon the completion of all of the Units and both of the Phases in the Condominium. Upon the creation and declaration of additional Units, this Declaration and **Exhibit B** shall be amended to include the Units then existing in the Condominium, their identifying numbers, phase numbers, common element interest, common expense liability and vote appurtenant to each Unit.

**Section 6.2.** Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on **Exhibit B**, and as such shall be determined by the same formula by which the Percentage Interest is determined. Notwithstanding the foregoing, and in accordance with Section 1603-115 of the Act, the Association may adopt an annual Budget allowing for different categories or amounts of monthly assessments as applicable to Built Units that are (i) fully constructed and benefiting from all Common Expenses and (ii) Un-Built Units that are not fully constructed or otherwise benefiting from all Common Expenses (e.g., incomplete or unoccupied units, may be assessed a lower monthly assessment if such Units do not benefit from common expenses relating to common utilities, trash removal, snow removal, etc.), and may assess Built and Un-built Units based upon the reduced level of expenses that benefit such Un-Built Units.

All Utilities that are not separately metered or billed to a Unit shall be treated as part of the Common Expenses; provided however, that the Declarant or the Association shall have the right to separately meter or submeter any or all utilities used by each Unit and to allocate expenses as Common Expenses or Limited Common Expenses, as the case may be.

**Section 6.3.** Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to vote as described on **Exhibit B**. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

## ARTICLE 7

### MANAGEMENT

**Section 7.1.** Managing Agent. The Association shall have the obligation to employ a professional experienced property management firm to provide property maintenance services to individual Unit Owners at their request and/or to the Association, and the right to employ the same firm or another professional experienced property management firm to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration (either or both firms, a "Managing Agent"); provided, however, that no agreement for such professional services may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement(s) shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

**Section 7.2.** Maintenance Responsibilities. A Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property including, but not limited to, the Limited Common Elements but excluding any private garden areas or portions of Yards accessible only to the Unit Owner as a result of fencing or other structures. The cost of the provision of such services shall be a Common Expense. The Managing Agent performing property maintenance services shall be required by contract to make itself available to provide services for individual Unit Owners upon request for any

maintenance responsibilities of the individual Unit Owner, in the Yard or Unit, to be payable through the Association by assessment upon the Unit Owner receiving such services.

## **ARTICLE 8**

### **EASEMENTS**

**Section 8.1.** Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant and any Common Element as models, management offices, sales offices for this and other projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. Prior to assignment as Limited Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements (including Reserved Common Elements) shall be, and hereby are, made subject to easements in favor of the Declarant, other Owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 8.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 8.1(b), any such easement through a Unit shall be located either in or substantially in the same location as such facilities or similar facilities existed at the time of first conveyance of a Unit and license of a Yard by the Declarant or so as not to materially or unreasonably interfere with the use, occupancy, or quiet enjoyment of the Unit and Yard by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and, maintenance of roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation the Condominium.

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements (including Yards) not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section

8.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements and Reserved Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, machinery and equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress and egress to his Unit for his specified Period of Use. Until the Declarant conveys the last Unit to an Owner other than Declarant, the Declarant shall have the right to restrict access by owners to management and sales offices and areas located on or in any Common Element.

(e) The Common Elements (including, but not limited to, the Limited Common Elements and Reserved Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements and Reserved Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements, and Property (including, but not limited to the Limited Common Elements and Property and Reserved Common Elements and Property).

(g) The Common Elements (including, but not limited to, the Limited Common Elements and Yards) shall be and hereby are made subject to the following easements in favor of the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

(h) To the extent necessary, every Unit shall have an easement for structural support over the Common Elements, and every Unit and the Common Elements shall be subject to an easement for structural support in favor of every Unit. To the extent necessary, each Duplex Unit shall have an easement for structural support over the other Unit in the Duplex in which it is located, and each Duplex Unit shall be subject to an easement for structural support in favor of the other Unit in that particular Duplex.

(i) The Units, Reserved Common Elements and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units, Reserved Common Elements and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for

inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units, Reserved Common Elements or Limited Common Elements, or any of them, or casualties to the Common Elements and Property, the Limited Common Elements and Property, the Reserved Common Elements and Property and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 8.1(i)(1) and the following Section 8.1(i)(2) or both;

(2) In favor of the Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units or Reserved Common Elements.

(j) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

**Section 8.2.** Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

**Section 8.3.** Additional Easements, Covenants, Restrictions, DEP Order. The Property is also subject to any easements and restrictions set forth on the attached **Exhibit A** and as shown on the Plat and Plans and the Site Plan, and is further subject to the following:

(a) Subdivision Plan and Town Approvals. Terms and conditions of the Subdivision Plan, and the terms and conditions of any related subdivision or site plan permits or approvals granted by the Town of Falmouth (the “Town”), as evidenced by said Subdivision Plan (collectively the “Town Approvals”), whether or not such terms and conditions are noted or referenced on the Plan or in any other instrument recorded in the Cumberland County Registry of Deeds.

(b) Right of Way for Future Connection to \_\_\_\_\_ Road. Pursuant to the Town Approvals, the Property is subject to a non-exclusive perpetual easement on, over, and under a certain portion of the Property, as applicable, identified as “\_\_\_\_\_” on the Plan, consisting of an area \_\_\_\_\_ feet in width and extending from the



\_\_\_\_\_ as shown on the Plan (the "**Right of Way**"), for the following purposes: (i) for the ingress and egress of vehicular and pedestrian traffic relating to the future development, if any, of the adjacent parcel identified on the Plan as \_\_\_\_\_ (the "**Future Development Parcel**"); and (ii) for the construction, repair, replacement, and maintenance of a roadway and related improvements within said Right-of-Way, by the owner(s) or developer(s) of said Future Development Parcel. Provided, however, that the foregoing rights and easements are subject to the following terms and conditions: (i) such easement and Right-of Way shall only be effective upon the recording of a subdivision plan or site plan in the Cumberland County Registry of Deeds subsequent to the date hereof, approved by the Town and relating to the Future Development Parcel, which expressly provides for the use of such Right-of-Way (the "**Future Development Plan**"); (ii) the use of such easement and Right-of-Way shall be limited to the express terms and conditions provided in the Town approvals evidenced by such Future Development Plan, regardless of whether such terms and conditions are noted or referenced on the Future Development Plan or in any other instrument recorded in the Cumberland County Registry of Deeds; (iii) except as otherwise provided by written agreement signed by the Declarant, its successors and assigns, and recorded in the Cumberland County Registry of Deeds, the purposes of the above easement shall not be amended, or otherwise expanded to include the installation of utilities, and the owner(s) of the Future Development Parcel shall be liable and responsible for the construction, repair, and maintenance of the Right-of-Way; and (iv) the unit owners of the Homestead Farms Condominium as shown on the Plan shall also have the rights of ingress and egress over such Right-of-Way, in accordance with the terms and conditions of any such Future Development Plan.

## ARTICLE 9

### **RESTRICTIONS ON USE, SALE AND LEASE OF UNITS**

**Section 9.1.** The following restrictions shall apply to the use of the Condominium:

(a) **Residential Use.** The Units and Common Elements (with the exception of the Four (4) declared commercial Units and any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single family residence. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) **Obstruction of Common Elements.** No Owner may obstruct the Common Elements in any way except that fences around Yards may be permitted by the Association, in accordance with its applicable Rules and Regulations. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) **Quiet Enjoyment.** No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) Signs. No Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium and any pets kept in violation of this Declaration or the Rules and Regulations may be removed from the Condominium by the Association. Additionally, the Board may specifically regulate or exclude from the Condominium particular breeds or species of dogs or other pets as determined by the Board to be necessary for the safety and quiet enjoyment of the Condominium and as necessary to conform with any insurance requirements relating to the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet. Notwithstanding any of the foregoing, and in accordance with the terms and conditions of the DEP Order referenced herein above, cats may be kept as pets at the Condominium only as indoor pets; therefore any cat kept as a pet by any Owner is strictly prohibited from all outdoor Common Element areas of the Condominium.

(g) Rules and Regulations. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(h) Alterations to Units. Except as otherwise provided herein, approval by a majority vote of the Executive Board of the Association is required for: (i) alteration, remodeling or renovation of the exterior of any Unit, or (ii) significant alterations or renovations in a Duplex Unit that may affect the structural integrity of the other Unit in the Duplex in which it is located. Executive Board approval shall not be required for interior alterations of any Unit or interior renovations that do not affect the structural integrity of any Common Elements or of the other Unit of a Duplex. When making any alteration, the Unit Owner is required to obtain all necessary approvals and permits as may be required by the Town of Falmouth, engage insured contractors to perform the services, and otherwise comply with all Rules of Regulations of the Association.

(i) Yards. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and maintenance of Yards.

(j) Porch Additions. If the record owner(s) of the subject Unit affirmatively elects, with the written approval of the Board of Directors of the Association based on each Owner's compliance with the standards set forth hereinafter and municipal approval as may be required by the Town of Falmouth, all to be evidenced by a recorded instrument duly executed and acknowledged, the unit Owner may create a

porch attached to the rear side of a unit in the area as shown on the Plat and Plans as a patio or deck by enclosing such patio or deck. . A porch, once added in accordance with the provisions of this Declaration, shall be part of the Unit and shall be insured and maintained at the sole expense of the Unit Owner as part of the Unit. The exercise of such right is subject to the following limitations, compliance with which shall be approved by the Board of Directors of the Association in their discretion prior to construction:

a. The porches shall be of first quality, permanent construction and not impair the structural integrity, mechanical systems or support of the buildings or Common Elements;

b. The porches shall be compatible with the architectural design and quality of construction of the Condominium and existing buildings; and

c. The porches may be built only in the locations of the patio or deck area, except as may be approved by the Association and the Town of Falmouth. The porches shall strictly comply with all fire, building codes and other governmental requirements.

The Association may require a bond or other assurances of compliance with the foregoing standards. At all times after such election each unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property and Common Elements; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity of the building and Common Elements, if any.

(k) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

**Section 9.2. Sale and Lease of Units.**

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain in the Units and Common Elements, all offices, signs and other accoutrements normally used in the operation of, such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) There shall be no rental program offered to the Owners by Declarant, Managing Agent or any third parties. Subject to the approval of the Executive Board, an Owner other than the Declarant may rent his or her Unit in accordance with a written lease agreement. The Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit owned by a party other than the Declarant, and thereafter no Owner other than the Declarant shall execute a lease of his or her Unit which is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration and all other Condominium Documents,

including without limitation the enforcement rights reserved to the Executive Board pursuant to Section 12.3 herein.

(c) This Section 9.2. shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

**Section 9.3. Time Share Ownership Prohibited.** No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to effect interval ownership. For the purposes of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not members of a single household have acquired by means other than inheritance, devise or operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same unit.

## ARTICLE 10

### **DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

**Section 10.1. General Development Rights.** In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to subdivide or convert Units into Common Elements, to withdraw Units or real estate from the Condominium and any and all other Development Rights as are now allowed or in the future may be allowed by the Condominium Act. The locations and dimensions of the units and real estate subject to withdrawal or conversion into common elements are shown on the Plat and Plans and the real estate is more particularly described in **Exhibit A-1** annexed hereto. No land may be withdrawn from the Condominium if a Unit has been legally located on such land unless the Owner and any Eligible Mortgage Holder of the Unit have consented. No easement rights may be withdrawn in connection with such withdrawn land across any existing Unit unless the Owner and any Eligible Mortgage Holder of the Unit have consented. Once such land and associated easements have been withdrawn, they shall no longer be subject to the terms of this Declaration or any of the covenants and restrictions set forth herein. Any withdrawal of land must be structured so that the balance of the Condominium complies with applicable zoning and subdivision ordinance requirements of the Town of Falmouth. Declarant reserves the right to withdraw portions of said land at different times and in separate portions with boundaries other than those depicted on the Plat and Plans and in such order as it deems appropriate, provided, however, that land may only be withdrawn in accordance with applicable federal, state, and municipal laws, regulations, and ordinances. Declarant further reserves the right to create easements as it deems necessary over Common Areas of the Condominium benefiting such withdrawn land. Otherwise no consent of the Association, any Unit owners or the Association is required. Once such land has been withdrawn it shall be released from all terms, covenants and restrictions set forth in

this Declaration, and it may be developed and used in any manner permitted by the Town of Falmouth Zoning and Land use Ordinances as they may vary; and

(d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to complete all improvements shown on the Plat and Plans, to relocate any improvements shown on the Plat and Plans, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 8 hereof, to make the Condominium part of a larger condominium, to make the Condominium subject to a master association, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Development Rights and Special Declarant Rights is all of the Property, except those portions lying within the boundaries of declared Units and upon which declared Units are located.

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 12.1.

(f) Set the location of the vertical unit boundaries of each Unit at the time of construction of the foundation of the Unit or at time of initial conveyance of the Unit, whichever is earlier, and subject to approval by the Town of Falmouth in the event that the location is materially different than shown on the recorded Plat. Location of vertical unit boundaries shall be set forth in individual unit plans to be recorded at the time of initial conveyance of each Unit, and referenced on **Exhibit C** attached hereto. The Declarant reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to this Declaration, to amend **Exhibit C** to reference additional Unit plans as such Unit plans are recorded and to prepare and record amendments to the Plat and Plans to show the location of Units as constructed.

**Section 10.2. Phasing.** Declarant reserves the rights but not the obligation until fifteen (15) years from the date of the recording of this Declaration:

(a) To develop on the Property a total of up to sixty-eight (68) Units, Common Elements and Limited Common Elements appurtenant to such Units on the land as described in the attached **Exhibit A**, all pursuant to Section 1602-110 of the Condominium Act. Said development creating additional Units and Limited Common Elements beyond the initial \_\_\_\_\_ ( ) Units and Limited Common Elements collectively known as "Section 1A" created hereby may be composed of up to \_\_\_\_\_ ( ) additional Units. The projected location and approximate dimensions of the Units and Limited Common Elements for all Phases are shown on the Plat and Plans. The additional buildings, Units and Limited Common Elements shown on the Plat need not be built with the configurations or in the locations as shown on the Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion. Upon the creation and declaration of additional Units, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing such additional Units.

All such future Units, Common Elements and Limited Common Elements shall be consistent with the initial Unit in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium need not be substantially completed but at the time of the sale to a third party must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of

Units shall apply to additional Units created, including, without limitation, the restriction to residential use. Declarant need not add said additional Units or said Limited Common Elements which are shown on the Plats and Plans as Section 2 to the Condominium and hence such buildings, Units, Common Elements and Limited Common Elements NEED NOT BE BUILT. All improvements within a future building phase must be substantially completed upon the addition to the Condominium. The Declarant must exercise its right hereunder within fifteen (15) years of the recording of this Declaration.

(b) Upon the addition of Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of this Declaration, and as more particularly set forth in the amendment adding a Unit or Units, as the case may be, and **Exhibit B** shall be amended accordingly. The Declarant reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to this Declaration, creating such additional units and amending **Exhibit B** as set forth herein.

**Section 10.3** Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Plat and Plans or record an affidavit that the Plat and Plans previously recorded conform to the requirements of the Act. Said amendment shall become effective upon recording without the consent of any other person.

**Section 10.4.** Amendment, Waiver, Etc. This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds. The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee. The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

**Section 10.5.** Other Declarant Amendments. The Declarant further reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to the Declaration and the Plats and Plans to correct technical errors, to address requirements of approval of the Town of Falmouth, or any other governmental authority having jurisdiction over the Condominium, or as may be reasonably required for the Declarant to be able to obtain underwriting approval for secondary mortgage market financing on the Units, provided that no such amendment shall have a material adverse effect upon the use or enjoyment of any Unit, other than a Unit owned by the Declarant.

## ARTICLE 11

### **UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN**

**Section 11.1.** Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the

Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

**Section 11.2. Eminent Domain.** Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

## ARTICLE 12

### EXECUTIVE BOARD OF THE ASSOCIATION

#### **Section 12.1. Members.**

(a) The Executive Board shall consist of a minimum of three (3) members and a maximum of nine (9) members. The initial Executive Board shall consist of three (3) members, being \_\_\_\_\_ . The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of the all of the Units in both Phases that may be created hereunder to Owners other than the Declarant, as such percentage is calculated in accordance with Section 1603-103(f) of the Act or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant (the “**Period of Declarant Control**”), all members of the Executive Board appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

(c) The Executive Board shall have the authority to change the number of Directors and shall possess all of the duties; and powers granted to the Executive Board by the Act.

**Section 12.2. Disputes.** (a) Regarding Owners, Condominium, and Condominium Documents. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof

by the Executive Board shall be final and binding on each and all such Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. In any dispute between one or more unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then applicable unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

**Section 12.3.** Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or equity, the continuance of any such breach.

## ARTICLE 13

### LIMITATION OF LIABILITY

**Section 13.1.** Limited Liability of the Executive Board. The Executive Board and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Owners or any mortgagees as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner, any mortgagee, or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction



entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner, any mortgagee, or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

**Section 13.2. Indemnification.** Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

**Section 13.3. Joint and Several Liability of Owners and Lessees.** Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

**Section 13.4. Defense of Claims.** Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 13.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

## ARTICLE 14

## ASSESSMENTS: LIABILITY OF OWNERS

**Section 14.1. Power to Assess.** The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements, Limited Common Elements and Reserved Common Elements as set forth in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments or Reserved Common Element Area license fee or maintenance expenses otherwise the responsibility of a Unit Owner; budget deficits; such expenses as are necessary for the Association's share of any Common Expenses for any master association which the Association may now or hereafter be a member of; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of all of those Elements and Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, to cover any deductible amount for insurance policies maintained by the Association, and to provide sufficient funds to meet the Association's anticipated expenses for one year after the date on which the management of the Association is to be turned over to the owners pursuant to Section 12.1(b). The reserve fund shall be funded as a part of the Common Expenses.

**Section 14.2. Assessments for Limited Common Expenses.** The Association, acting through the Executive Board in accordance with Section 1603-115(c) of the Act and the Bylaws and as circumstances may reasonably require, shall assess Common Expenses and Limited Common Expenses as follows: (i) If a Limited Common Expense or Common Expense only benefits a single Unit (e.g. fees and charges of the Managing Agent for services performed for an individual Unit Owner at its request), that Limited Common Expense or Common Expense may be assessed solely against the Unit benefited; and (ii) If a Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B**. Pursuant to the foregoing, and in accordance with Section 1603-115 of the Act, the Association may adopt an annual Budget allowing for different categories or amounts of monthly assessments as applicable to Built Units that are (i) fully connected and benefiting from all Common Expenses and (ii) Un-Built Units that are not fully constructed or otherwise benefiting from all Common Expenses (e.g., incomplete or unoccupied units, may be assessed a lower monthly assessment if such Units do not benefit from common expenses relating to common utilities, trash removal, snow removal, etc.).

**Section 14.3. Special Assessments.** If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

**Section 14.4. Payment of Assessments.** Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in **Exhibit B** hereto and the budget established by the Association in accordance with the Bylaws. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Un-

built Units owned by the Declarant, the Declarant in its discretion may elect either: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the reasonable value of services actually received by Declarant as part of the Common Expenses or Limited Common Expenses for such year, as may be reasonably determined by the Declarant; or (b) offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

**Section 14.5. Failure to Fix New Assessments.** If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

**Section 14.6. Exemption by Waiver.** No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

**Section 14.7. Personal Liability of Owners.** All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses or Reserved Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

**Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments.** Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, Reserved Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer, however.

**Section 14.9. Subordination of Certain Charges.** Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

**Section 14.10. Surplus.** The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

## ARTICLE 15

### **RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS:**

**Section 15.1. Subject to Declaration.** Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and Plans and any Rules and Regulations.

**Section 15.2. Rights of Eligible Mortgage Holders.** (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions, except where such change may be effected by the Declarant in exercise of a Development Right or otherwise:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;
- (6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;
- (7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible, Mortgage Holder shall have the right, but not the obligation, to cure such default.

(a) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

**Section 15.3. Liability for Use and Charges.** Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in either of the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

**Section 15.4. Condemnation Rights.** No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

**Section 15.5. Books and Records.** Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

## ARTICLE 16

### INSURANCE

**Section 16.1. Types and Amounts.** The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover all Common Elements and Limited Common Elements to the extent required by Section 1603-113 of the Act, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, excluding the Units or any portions thereof. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of any improvements to the Common Elements, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund, once the reserve fund contains sufficient funds to cover such amount through the payment of Unit Owner assessments. The named insured under the policy shall be "Homestead Farms Condominium Association, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the, Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately

the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, Limited Common Elements and Reserved Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable law may require, if any.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the improvements on the Property are located within a special flood hazard area, a master or blanket policy of flood insurance covering the any portion of the improvements comprising any Common Elements, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding the Units and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$5,000 or one percent (1%) of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

**Section 16.2. Required Provisions.** Insurance obtained by the Association shall be in accordance with the following provisions:

(a) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(b) Each Owner shall obtain property, casualty and liability insurance on his Unit and Yard at his own expense as set forth in Section 16.6 below; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this

Declaration; and (2) no Owner shall be entitled to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(c) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of a Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

**Section 16.3. Insurance Trustee and Power of Attorney.** Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

**Section 16.4. Repair of Damage or Destruction to Condominium.** The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

**Section 16.5. Additional Insurance.** Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

**Section 16.6. Unit Owner to Obtain Insurance on Unit.**

(a) Each Unit Owner shall maintain at its own expense and to the extent reasonably available (i) property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, in each case complying with the applicable requirements of this Section 16.6. The amount of such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Unit and any improvements to the Unit, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may contain a "deductible" provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. Such policy shall also contain a standard mortgage clause naming

separately the Mortgagees of the Unit, their successors and assigns; and (ii) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.6(b) hereof, insuring the Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Unit, Yard and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying a claim of the Association because of the negligent acts of the Owner or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from use of the Unit, Yard, water damage liability, liability for property of others, and such other risks as are customarily covered in such policies. The amount of such liability insurance shall be at least \$500,000.00 for bodily injury and property damage for any single occurrence.

(b) With respect to the insurance policies described in subsection 16.6(a) issued to the Unit Owner, the Unit Owner shall cause such policies to provide that: (1) The insurer waives its right to subrogation under the policy against the Association and the Declarant; (2) No act or omission by the Association or Declarant will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (3) If at the time of a loss under such policies there is other insurance in the name of the Association or Declarant covering the same risk covered by the policy, the Owner's policy provides primary insurance; (4) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for the Association or Declarant; (5) The insurer shall be relieved from no liability for loss occurring because of any breach of warranty or condition or any other act or neglect by the Association, the Declarant or any person under either of them; (6) Such policy may not be cancelled nor may coverage thereunder be substantially changed except by the insurer giving at least thirty (30) days prior written notice thereof to Owner and every other party in interest who shall have requested such notice of the insurer.

(c) Each Unit Owner is required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(d) Under no circumstances shall the Association or Declarant be liable for any losses or damages incurred by a unit owner resulting from any failure or insufficiency of the Unit Owner's insurance policy or policies.

**Section 16.7** Additional Requirements. All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 16.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

## ARTICLE 17

### ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the applicable Act.

## ARTICLE 18

### AMENDMENT OF DECLARATION



Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant in exercise of a Development Right or otherwise would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit, except for locations of decks or patios or for the establishment of the initial location of vertical and horizontal unit boundaries as may be approved by the Town of Falmouth;
- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that eligible Mortgage Holder has failed to submit response to any written proposal for an amendment within thirty (30) days after the proposal is made.

## **ARTICLE 19**

### **TERMINATION**

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

## ARTICLE 20

### ATTORNEY IN FACT

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

## ARTICLE 21

### GENERAL PROVISIONS

**Section 21.1.** Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

**Section 21.2.** Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

**Section 21.3.** Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

**Section 21.4.** Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

**Section 21.5.** Effective Date. This Declaration shall become effective when it and the Plat and Plans have been recorded.

**Section 21.6.** Notices. Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

**Section 21.7.** Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

**Section 21.8.** Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

## ARTICLE 22

**INSPECTION BY TOWN, COMPLIANCE REGARDING COMMON FACILITIES**

**Section 22.1. Association Records.** Pursuant to the Town of Falmouth (the “Town”) Subdivision Ordinance, Appendix 8 (the “Common Facilities Ordinance”), upon request by the Town Code Enforcement Officer, Plumbing Inspector, or Town Engineer, the Association shall produce for inspection and copying at Falmouth Town Hall, or permit the inspection and copying at its own office of, any or all of its corporate, financial, operating, inspection, and maintenance records, reports, contracts, budgets and other papers, for the purposes of determining its performance of any compliance with the requirements of the Declaration and the Town of Falmouth Zoning Ordinance.

**Section 22.2. Private Common Use Improvements.** Pursuant to the Common Facilities Ordinance, the Code Enforcement Officer, the Plumbing Inspector, or his authorized representative, or the Town Engineer, and other duly authorized employees of the Town bearing proper credentials or identification, shall be permitted to enter at all reasonable times, upon all real or personal property necessary to the operation of the private common use improvements, for inspection, observation, measurement, sampling, and testing related to the operation, maintenance, and repair of the private Common Use Improvements.

**Section 22.3. Compliance with Common Facilities Ordinance, Enforcement.** The Private Common Use Improvements of the Condominium shall be maintained by the Association in compliance with the Town’s Common Facilities Ordinance. In the event that the Declarant, the Association, or any Owner of the Condominium shall violate the terms of this Declaration adopted pursuant to the Town’s Common Facilities Ordinance, such violation shall be deemed a violation of such Common Facilities Ordinance and in addition to any other remedies available to any party under this Declaration, the Town of Falmouth shall have all powers of enforcement with respect to such violation in accordance with Part L of the Common Facilities Ordinance.

**Section 22.4. Funding of Common Expense Account.** In accordance with Part (C) of the Common Facilities Ordinance, at the time that the control of the Association is turned over by the Declarant to the Owners in accordance with Section 12.1 of this Declaration, the Association shall be provided with sufficient funds to meet the Association’s anticipated Common Expenses for a period of one (1) year following the date of such turnover of the Association control.

IN WITNESS WHEREOF, the Declarant, West Falmouth Development II, LLC, and the Association, Homestead Farms Condominium Association have caused this Declaration to be signed in their respective names by David Chase, in his capacity as Manager of West Falmouth Development II, LLC and in his capacity as President of Homestead Farms Condominium Association, thereunto duly authorized, this \_\_\_\_ day of the month of \_\_\_\_\_, 2019.

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_

**West Falmouth Development II, LLC**

By: \_\_\_\_\_  
David Chase  
Its: Member

**Homestead Farms Condominium Association**

\_\_\_\_\_

By: \_\_\_\_\_  
David Chase  
Its: President

CUMBERLAND, SS.

STATE OF MAINE  
\_\_\_\_\_, 2019

Then personally appeared the above-named Michael H Payson, Jr. the Manager of West Falmouth Development II, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of West Falmouth Development II, LLC.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law  
Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

CUMBERLAND, SS.

STATE OF MAINE  
\_\_\_\_\_, 2019

Then personally appeared the above-named David Chase, the President of Homestead Farms Condominium Association, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Homestead Farms Condominium Association, and further swore that the statements contained in the foregoing Amended and Restated Declaration concerning the consent of Unit Owners and Eligible Mortgage Holders to the amendments set forth herein are true.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law  
Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Condominium Parcel**  
**Homestead Farms, a Condominium**  
**Falmouth, Maine**

**EXHIBIT A-1**  
**Real Estate Subject to Development Right to Withdraw or**  
**to Convert into Common Elements**

**Homestead Farms, a Condominium**  
**Falmouth, Maine**

A certain lot or parcel of land lying westerly of, but not adjacent to, the westerly side of Mountain Road in the Town of Falmouth, County of Cumberland, State of Maine, said parcel being depicted as Phase II on a plan entitled "Condominium Plat-Homestead Farms, A Condominium" made for West Falmouth Development II, LLC by \_\_\_\_\_ dated \_\_\_\_\_, bounded and described as follows:

**EXHIBIT B**  
**DECLARATION OF CONDOMINIUM**  
**HOMESTEAD FARMS, A CONDOMINIUM, FALMOUTH, MAINE**

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY

Unit No.	Unit Percentage Interest	Vote	Unit No.	Unit Percentage Interest	Vote
----------	--------------------------------	------	----------	--------------------------------	------

A Unit's Percentage Interest and percentage of Common Expense liability shall be determined by dividing 100 by the number of Units.

**EXHIBIT B-1**  
**DECLARATION OF CONDOMINIUM**  
**HOMESTEAD FARMS, A CONDOMINIUM, FALMOUTH, MAINE**

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY

Unit No.	Unit Percentage Interest	Vote	Unit No.	Unit Percentage Interest	Vote
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A Unit's Percentage Interest and percentage of Common Expense liability shall be determined by dividing 100 by the number of Units.



**EXHIBIT C  
TO  
DECLARATION OF HOMESTEAD FARMS, A CONDOMINIUM**

The following table contains a listing of the Unit Plans for each of the Units that have been constructed and sold. Each Unit Plan sets forth the actual location of the Vertical and Horizontal Unit Boundaries of the Unit, as required by the Act and as set forth in Section 3.2 (f) of this Declaration. As additional Units are sold and additional Unit Plans are recorded, the Declarant shall record an amendment to this Declaration amending this Exhibit C to incorporate by reference the recording information of each additional Unit Plan. The Unit Plans for sold and constructed Units as of the date of the recording of this Exhibit C are as follows:

<b>Unit Number</b>	<b>Plan Book and Page of Recorded Unit Plan</b>
--------------------	---

**FIFTH:** The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is \_\_\_\_\_.

The minimum number of directors (not less than 3) shall be \_\_\_\_\_ and the maximum number of directors shall be \_\_\_\_\_.

**SIXTH:** Members: ("X" one box only.)

- There shall be no members.
- There shall be one or more classes of members and the information required by [13-B MRSA §402](#) is attached.

**SEVENTH:** (Optional)  (Check if this article is to apply.)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

**EIGHTH:** (Optional)  (Check if this article is to apply.)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit \_\_\_\_\_ attached hereto and made a part hereof.

---

**Incorporators**

**Dated** \_\_\_\_\_

\_\_\_\_\_  
(signature)

Street \_\_\_\_\_  
(address)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(city, state and zip code)

\_\_\_\_\_  
(signature)

Street \_\_\_\_\_  
(address)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(city, state and zip code)

\_\_\_\_\_  
(signature)

Street \_\_\_\_\_  
(address)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(city, state and zip code)

**For Corporate Incorporators\***

Name of Corporate Incorporator \_\_\_\_\_

By \_\_\_\_\_  
(signature of officer)

Street \_\_\_\_\_  
(principal business location)

\_\_\_\_\_  
(type or print name and capacity)

\_\_\_\_\_  
(city, state and zip code)

Name of Corporate Incorporator \_\_\_\_\_

By \_\_\_\_\_  
(signature of officer)

Street \_\_\_\_\_  
(principal business location)

\_\_\_\_\_  
(type or print name and capacity)

\_\_\_\_\_  
(city, state and zip code)

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**\*Articles are to be executed as follows:**

If a corporation is an incorporator ([13-B MRSA §401](#)), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

**Secretary of State  
Division of Corporations, UCC and Commissions  
101 State House Station  
Augusta, ME 04333-0101  
Telephone Inquiries: (207) 624-7752**

Email Inquiries: [CEC.Corporations@Maine.gov](mailto:CEC.Corporations@Maine.gov)

## Filer Contact Cover Letter

To: Department of the Secretary of State  
Division of Corporations, UCC and Commissions  
101 State House Station  
Augusta, ME 04333-0101

Tel. (207) 624-7752

Name of Entity (s):

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List type of filing(s) enclosed (i.e. Articles of Incorporation, Articles of Merger, Articles of Amendment, Certificate of Correction, etc.) Attach additional pages as needed.

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Special handling request(s): (check all that apply)

- Hold for pick up
- Expedited filing - 24 hour service (\$50 additional filing fee per entity, per service)
- Expedited filing - Immediate service (\$100 additional filing fee per entity, per service)

Total filing fee(s) enclosed: \$ \_\_\_\_\_

**Contact Information – questions regarding the above filing(s), please call or email:** (failure to provide a contact name and telephone number or email address will result in the return of the erroneous filing (s) by the Secretary of State's office)

\_\_\_\_\_  
(Name of contact person) \_\_\_\_\_  
(Daytime telephone number)

\_\_\_\_\_  
(Email address)

The enclosed filing(s) and fee(s) are submitted for filing. Please return the attested copy to the following address:

\_\_\_\_\_  
(Name of attested recipient)

\_\_\_\_\_  
(Firm or Company)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State & Zip)

# Section 5

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## Preferred Street Name List

### **Section 5: Preferred Street Name List**

Three sets of street names choices, in order of preference, are included in this section.

**Preferred Street Names:**

Loop Road: Bluebird Trail

Drives:

1. Nuthatch Drive\*
2. Tyler Drive
3. Harvest Drive
4. Wagon Wheel Lane
5. Goldfinch Drive
6. Hayloft Lane\*
7. Cobblestone Street
8. Interurban Lane\*

\* Alternate Names:

Wild Apple Way  
Waxwing Way  
Redpoll Drive

**Second Choice Street Names:**

Theme: Maine Heirloom Apples

Loop Road: Wild Apple Way

Blake  
Dudley  
Fletcher  
Judy  
Hayford  
Rolfe  
Starkey  
Winekist

**Third Choice Street Names:**

Theme: Reindeer

Dasher  
Dancer  
Prancer  
Vixen  
Comet  
Cupid  
Donna  
Blitzen  
Rudolph

# **Section 6**

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## **Technical Capability**



## **Section 6: Technical Capacity**

**West Falmouth Development II, LLC** is a corporate entity of Mr. David Chase. Mr. Chase is well-known in the community and is the former owner/operator of Chase Excavating in Falmouth. David has completed numerous projects in Falmouth.

**Sebago Technics, Inc.** (STI) is a multi-disciplinary engineering firm with over 35 years of experience, which offers a wide range of services specializing in land development, planning, permitting and engineering design services. STI maintains a staff of multi-disciplinary professionals to provide services in the areas of general civil engineering, road and utility infrastructure design, construction management, permitting, landscape architecture, soil science, wetlands science, geotechnical services, land surveying, and environmental engineering.

A firm biography and resumes of the STI Project Managers, Mr. Robert A. McSorley, P.E. and Mr. Matthew Ek, PLS, are included in this section.

## Introduction to Sebago Technics, Inc.



**Year Established:** 1981 (36 years in business)

**About Us:** Sebago Technics, Inc. (STI) is a consulting firm of more than 65 design professionals and technical staff providing services throughout New England. From the start, our business plan was simple: “to provide quality, cost-effective civil engineering services that are responsive to a customer’s goals, schedule and budget.” Our One Company capabilities and resources provide clients with experience and solutions to respond to their planning, permitting and design needs.



**Structure:** Employee-owned since 1998

**Services:** Civil, environmental, transportation & traffic engineering; municipal engineering; local/state/federal permitting and planning; land surveying & laser scanning; GIS; landscape architecture; environmental services; and natural resources.

**Employee Disciplines:**

Professional Engineers, Civil Engineers, Transportation Engineers, Landscape Architects, Professional Land Surveyors, Survey Technicians, CADD Designers, Wetland Scientist, Soil Scientist, Construction Inspectors, Environmental Scientists, GIS Professionals, Marketing, Administrative & Financial



**Professional Focus:** Sebago Technics provides engineering and planning services to both public and private sector clients. In the municipal and government sectors we have provided multiple discipline services through General Services Contracts (GSC) and project specific contracts. A few examples include the Portland Jetport, City of Portland Public Services, City of South Portland, City of Lewiston, City of Westbrook and several smaller communities. Our municipal sector work includes street and utility infrastructure design, municipal facility planning and specialty work such as Island marine and solid waste planning & engineering.

**Location:** South Portland, ME



**Geographic Service Area:** Maine, New Hampshire, Vermont, Massachusetts

**Web Site:** [www.sebagotechnics.com](http://www.sebagotechnics.com)

# MATTHEW W. EK, PLS, LLS

Director of Survey/GIS Advancement



Mr. Ek joined Sebago Technics, Inc. in 1994 as a survey technician and instrument operator and has more than 30 years of surveying experience. His work at Sebago Technics has involved the use of several survey instruments as technology has changed over the years. His experience using Global Positioning Systems (GPS) spans more than two decades and he has been using High Definition Laser Scanning since 2013. Typical services include: project management, boundary surveys, topographic surveys, aerial control surveys, route alignment and as-built surveys, construction layout services, structural detail surveys including: bridges, dams, buildings and towers, tidal datum studies and land title surveys. He has worked on and often represents clients at public meetings related to subdivision and site plan approvals. Matt was promoted to the position of Senior Survey Manager in 2001. This position required him to manage, schedule and review the work of the survey staff at Sebago Technics, as well as, coordination with all of the other disciplines and project managers. In 2016 Matt was promoted to Director of Survey/GIS Advancement.

## EXPERIENCE



**Maine Medical Center Campus, Portland, Maine** – Full Existing Conditions Survey of the Urban 20 Acre property.

**Colby College, Waterville, Maine** – Full Existing Conditions Survey of the 85 Acre athletic complex, and additional areas around the campus.

**Thornton Heights Neighborhood, South Portland, Maine** – Existing Conditions Survey of 21,000 feet of streets and 2,500 feet of cross country storm drainage corridor. He scanned the streets with our High Definition Laser Scanner to create a detailed terrain model of the streets for our redesign of the utilities and road network.

**Middle and High School Campus, Dover, NH** – Full Existing Conditions Survey of the 85 Acre school property.

**Clair Property, Biddeford, Maine** – Existing Conditions Survey including Boundary, Utilities, Wetlands, Vernal Pools, and Aerial topography on the 586 Acre Property.

**Wildland Subdivision, Standish, Maine** – Boundary Survey, Wetlands, Aerial topography with on the ground topography of developed areas within the 538 acre property.

**Dunstan Crossing, Scarborough, Maine** – Boundary Survey, Wetlands, and on the ground topography of 142 acre site for our subdivision design.

**Deer Isle Bridge, Sedgewick and Deer Isle, Maine** – Structural survey of bridge suspension cables on the 2048 foot long suspension bridge.

**Bangor International Airport, Bangor, Maine** – High Definition Laser Scan Survey of 35 Acres of Taxiways, Hangers and surrounding areas to provide detailed topography of drainage issues.

### Equipment:

GPS Equipment: Topcon Hiper GGD, Leica RX1250XC, RTN GPS, and Trimble Geo XH

Survey Equipment: Various Lietz, Sokkisha, Topcon, and Leica equipment and Data Collectors

High Definition Surveys: Leica Scan Station 2 and P40 3D High Definition Laser Scanner

### Software:

AutoDesk Products: AutoCAD 2014, Civil 3D, and Field Survey, AutoCAD experience spans.

AutoCAD Releases: 2.52 to Civil 3D 2016

Mapping Software: Delorme XMap GIS Editor

Office Software: Microsoft Office Suite

High Definition Software: Leica CloudWorx 5.0.1, Leica Cyclone 9.0

## EDUCATION



University of Maine, Orono, ME  
A.S., Civil Engineering Technology  
1988

### Continuing Education:

University of Maine, University of New Hampshire, Maine Society of Land Surveyors, New Hampshire Society of Land Surveyors, and National Geodetic Society

## MEMBERSHIPS

Maine Society of Land Surveyors  
President

New Hampshire Society of Land  
Surveyors

National Society of Professional  
Surveyors

## REGISTRATIONS

Professional Land Surveyor:  
Maine #2117  
New Hampshire #926



# ROBERT A. MCSORLEY, PE

## Senior Project Manager



Mr. McSorley joined the staff of Sebago Technics in 2006. He has worked in the Civil Engineering field since 1986 and is a Senior Project Manager specializing in project management for government, commercial and residential projects. He is responsible for client contact, proposals, financial aspects of projects, preparation of reports, bid documents, permitting issues, and construction coordination on a variety of public and private projects. He is also active in the community having served on the Portland Water District Board of Trustees and on the Scarborough Sanitary District Board of Trustees and currently serves as a Board member for Camp Scarborough.

## EXPERIENCE



Mr. McSorley has completed and is working on several commercial and residential projects in New Hampshire and Massachusetts. In addition, he assists in QA/QC oversight of other projects, marketing of firm's services and technical guidance and training staff.

Rob has also performed peer reviews of projects and was the Assistant District Engineer for a 4800 acre Special Services District. In that capacity, he was responsible for civil engineering and water management reviews for new projects. In addition, he was responsible for the design of the District's infrastructure including water, IQ and gravity sanitary, force mains, pump stations, drainage roadways and water management systems.

### Some of his most notable work experience includes:

- Gorham Road Drainage Improvements - South Portland, ME
- Maine Mall Road Drainage Improvements - South Portland, ME
- Maine Mall Road Sanitary Sewer Replacement - South Portland, ME
- Maine Street Drainage & Sidewalk Improvements - Town of Kennebunkport, ME
- Bedford Street Sewer Separation Project & Portland Water District Main Project - Portland, ME
- Mast Road Culvert Replacement - Town of Waterboro, ME
- Pine Street Bridge Replacement (Box Culvert) - Porter, ME
- USPS FSS Building Expansion - North Reading, MA
- Sunbury Retirement Residence - Bangor, ME
- Derry Retirement Residence - Derry, NH
- Beverly Retirement Community - Beverly, MA
- Tewksbury Retirement Residence - Tewksbury, MA
- Portland Retirement Residence, Portland, ME
- Billerica Retirement Residence, Billerica, MA
- Mountain View Estates - North Conway, NH
- Veteran's Administration Medical Center Cogeneration Facility - Canandaigua, NY
- Synchronous Condenser, Green Mountain Power - Jay, VT
- Veterans Administration Hospital - Palm Beach County, FL

## EDUCATION



Florida Atlantic University  
Boca Raton, FL  
Bachelor of Science,  
Mechanical Engineering, 1995

University of Maine - Orono, ME  
Majored in Mechanical Engineering  
1980-1983

## REGISTRATIONS

Professional Engineer: Maine, New  
Hampshire, Massachusetts, Vermont

National Council of Examiners  
for Engineering and Surveying

## MEMBERSHIPS

American Society of Civil Engineers

National Society of Professional Engineers

Maine Engineering Society

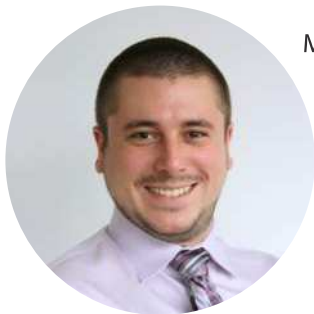
## CERTIFICATIONS

Maine DEP Maintenance &  
Inspection of Stormwater BMP's



# RYAN A. SWEETSER

Civil Engineer



Mr. Sweetser joined Sebago Technics, Inc. in 2017 as a Civil Engineer. Prior to his employment at Sebago, Ryan worked as an Engineer In Training for an engineering firm in Massachusetts. Ryan is a University of Maine graduate with a degree in Civil Engineering. In his role, he is a key member of a multi-discipline site development team. Mr. Sweetser has an aptitude for assessing and completing complex grading assignments. His ability to determine project needs and respond with strong technical skills is an asset to his team and to the clients he serves. This strong technical ability, coupled with his communication skills, have been best demonstrated on many projects.

## EXPERIENCE



### **Billerica Retirement Residence - Billerica, MA**

Provided the grading for the full site and designed stormwater system in compliance with chapter 500 stormwater management regulations. Utilized underdrained soil filters to treat and provide temporary storage for stormwater runoff. Rooftop drainage was connected to pipe network through the use of roof drains.

### **Bedford Street CSO Separation Project - Portland, ME**

Performed research to locate existing underground utilities in all street sections of the project, located all existing catch basins & manholes to determine existing pipe inverts/ locations and rim elevations, designed the proposed drainage system for all roadways, designed bioretention cells along Bedford Street & Baxter Boulevard, and provided project cost estimation for Bedford Street, Durham Street, Forest Ave., and Baxter Boulevard.

### **Moody's Collision Center - South Portland/Scarborough, ME**

Provided grading for the site and designed stormwater system. Used precise calculation and efficient design to mitigate wetland impact (site was surrounded by wetlands). Used pipe networks to create the proposed drainage system and designed utility connections to proposed site. Stormwater is treated through the use to two underdrained soil filters.

### **Dennis K. Burke Facility - Saco, ME**

Designed a stormwater system in compliance with the following chapter 500 stormwater management regulations: basic standard, general standard, and urban impaired stream standard. Used pipe networks to create the proposed drainage system and designed utility connections to proposed site. Stormwater is treated through the use of two underdrained soil filters and a stone drip edge for the rooftop.

### **Tucker Brook Subdivision - Scarborough, ME**

Designed a stormwater system, provided grading for new subdivision road and stormwater pond, used pipe & pressure networks to create the proposed drainage & water systems, and designed utility connections to proposed site. Stormwater is treated and storage is provided through the use of a wetpond.

### **Ready Seafood - Saco, ME**

Designed the grading for the full site, including the roadway, parking lot, and stormwater features. Provided stormwater treatment and storage through the use of a wetpond. Used pipe networks to direct runoff to the pond from all areas of the site. A stone drip edge was used to treat runoff from the rooftop.

### **West Shore Road - Shapleigh, ME**

Grading of new roadway and stormwater management features were designed for this site. A level spreader was used to mitigate and control flow from the stormwater runoff.

## EDUCATION



University of Maine, Orono, ME  
B.A., Civil Engineering  
2015

## CERTIFICATIONS

OSHA 10-hour Construction Safety

Certification for Inspection and  
Maintenance of Stormwater BMPs



# DEREK H. CALDWELL, PE, PTOE

Transportation/Traffic Engineer



Mr. Caldwell joined Sebago Technics in 2016 as a Transportation/Traffic Engineer. He was previously employed by the Massachusetts Department of Transportation as a Traffic Engineer in the District Four office. Derek is a graduate of Worcester Polytechnic Institute with a B.S. in Civil Engineering and also has a M.S. in Transportation Engineering from the University of Massachusetts – Lowell.

He is proficient in the use of AutoCad, ArcGIS, Microstation, Synchro/SimTraffic and Vissim. Since joining the firm he has been actively involved in a variety of projects including traffic impact studies, traffic signal design, traffic signal operations, intersection design, and planning studies.

## EXPERIENCE



**Broadway at Evans Street and Lincoln Street – South Portland, ME:** Design engineer for signal reconstruction project. Project involves two signalized intersections being modified from isolated to coordinated operation. Improvements are to address traffic operational efficiency as well as vehicle and pedestrian safety. Project completed under the MaineDOT Local Project Administration (LPA) program.

**Route 108 Corridor Study – Dover, NH:** Developed a VISSIM traffic simulation model to compare alternatives along an existing signalized corridor. The model contained multiple scenarios to include both signalized and roundabout traffic control.

**Dirigo Plaza Off-Site Improvements – Portland/Westbrook, ME:** Design of new traffic signals at five locations as part of mitigation for a major commercial development.

**State of Maine Office Building – Augusta, ME:** Traffic Impact Study for 125,000 square feet of new office space. Study including the analysis of an existing coordinated signal system.

**383 Commercial Street – Portland, ME:** Traffic Impact Study for hotel, residential and commercial mixed use development in Portland's Waterfront District. Study included alternatives analysis of proposed traffic signal configurations.

**Municipal Peer Review Services– Portsmouth, Dover, Newington, and Somersworth, NH:** Provide peer review of roadway plans and traffic studies for various municipalities.

## CERTIFICATIONS

IMSA Work Zone Temporary Traffic Control Technician

ACI Concrete Field Testing Technician – Grade I

NETTCP Concrete Inspector

IMSA Traffic Signal Design/Engineering Technician Level II

IMSA Traffic Signal Construction Technician Level II

IMSA Traffic Signal Field Technician Level II

## EDUCATION



Worcester Polytechnic Institute  
Worcester, MA  
B.S., Civil Engineering, 2008

University of Massachusetts - Lowell  
Lowell, MA  
M.S., Civil Engineering -  
Transportation, 2013

## MEMBERSHIPS

Institute of Transportation Engineers

## REGISTRATIONS

Professional Engineer:  
Maine #14400  
Massachusetts #52626  
New Hampshire #15272  
Vermont #127175

Professional Traffic Operations  
Engineer #4273



# **Section 7**

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## **Financial Capability**

**Section 7: Financial Capacity and Cost Estimate Worksheet**

A letter of financial capacity written on behalf of the applicant and the Town of Falmouth Cost Estimate Worksheet is enclosed in this section.





March 7, 2019

Dawn Emerson  
Town of Falmouth Senior Planner  
271 Falmouth Road  
Falmouth, ME 04105

and

Gerald D. Reid, Commissioner  
Maine Department of Environmental Protection  
17 State House Station  
Augusta, ME 04333-0017

RE: David Chase – West Falmouth Development II, LLC  
Homestead Acres

Dear Dawn and Gerry,

Mr. David Chase and Chase Excavating, Inc. are valued customers of Gorham Savings Bank and I have known and worked with them for over 25 years.

Gorham Savings Bank is aware of the 70-lot residential subdivision off Mountain Road in Falmouth called Homestead Acres that Mr. Chase is planning to develop under West Falmouth Development II, LLC. I am pleased to confirm for you the Bank is very interested in working with Mr. Chase on providing the financing for this project. Based upon my extensive history of working with Mr. Chase on many successful projects, it is my opinion he has the financial capacity and management capability to successfully complete the project.

Please feel free to call me with any questions.

Sincerely,

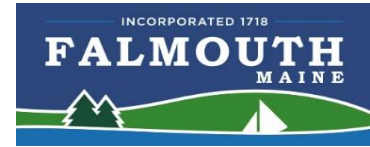
Roger C. Levesque  
Executive Vice President  
(207) 222-1491  
rlevesque@gorhamsavingsbank.com

# City of Falmouth, Maine

## COST ESTIMATE WORKSHEET

OWNER/APPLICANT: **West Falmouth Development II, LLC**

PROJECT NAME: **HOMESTEAD FARMS SUBDIVISION**



	<i>ITEM</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL</i>
<b>EROSION/SEDIMENT CONTROL</b>					
1	Stabilized Construction Entrance	Each	2	\$3,500.00	\$7,000.00
2	Riprap	Cubic Yard	7125	\$10.00	\$71,250.00
3	Silt Fence/Mulch Berm	Linear Foot	5965	\$4.00	\$23,860.00
4	Catch Basin Inlet Protection	Each	38	\$75.00	\$2,850.00
5	Other: _____	_____			\$0.00
<b>EARTHWORK</b>					
6	Clearing and Grubbing	Acre	21.33	\$2,000.00	\$42,660.00
7	Excavation	Lump Sum	1	\$65,000.00	\$65,000.00
8	Fill	Lump Sum	1	\$85,000.00	\$85,000.00
9	Structural Rock Excavation	Cubic Yard	0	\$0.00	\$0.00
<b>SANITARY SEWER</b>					
10	Manholes	Each	38	\$3,000.00	\$114,000.00
11	Main	Linear Foot	3602	\$45.00	\$162,090.00
11A	Force Main	Linear Foot	490	\$75.00	\$36,750.00
12	House Services	Linear Foot	68	\$2,500.00	\$170,000.00
13	Septic System and Piping	Lump Sum	0	\$0.00	\$0.00
<b>POTABLE WATER</b>					
14	8" Main	Linear Foot	2410	\$60.00	\$144,600.00
14A	4" Main	Linear Foot	1950	\$45.00	\$87,750.00
15	House Services	Each	68	\$1,500.00	\$102,000.00
16	Hydrants	Each	6	\$3,500.00	\$21,000.00
<b>STORMWATER MANAGEMENT</b>					
17	Manholes	Each	11	\$3,000.00	\$33,000.00
18	Catch Basins	Each	42	\$2,500.00	\$105,000.00
19	Pipe (15" Avg. Pipe Size)	Linear Foot	3910	\$50.00	\$195,500.00
20	Culvert	Linear Foot	59	\$75.00	\$4,425.00
21	Outlet Control Structure	Each	3	\$2,000.00	\$6,000.00
22	Wetpond	Each	2	\$25,000.00	\$50,000.00
22A	Underdrained Soil Filter	Each	1	\$17,500.00	\$17,500.00
22B	Filterra	Each	2	\$23,500.00	\$47,000.00
23	Other: _____	_____			\$0.00
<b>ELECTRIC</b>					
24	Underground Utility Trench	Linear Foot	5500	\$20.00	\$110,000.00
25	Conduit/Wiring*	Linear Foot	0	\$0.00	\$0.00
26	Street/Site Lighting	Each	18	\$750.00	\$13,500.00
27	Transformer Bases	Each	18	\$1,500.00	\$27,000.00
27A	Electrical Manholes	Each	6	\$3,000.00	\$18,000.00
<b>STREET/PARKING LOT</b>					
28	Subbase Gravel	Cubic Yard	4680	\$20.00	\$93,600.00
29	Base/Finish Gravel	Cubic Yard	940	\$25.00	\$23,500.00
30	Base Paving	Ton	1240	\$95.00	\$117,800.00
31	Finish Paving	Ton	620	\$95.00	\$58,900.00
32	Curb	Linear Foot	9100	\$10.00	\$91,000.00
33	Striping	Lump Sum	1	\$2,500.00	\$2,500.00
34	Other: _____	_____			\$0.00
<b>SIDEWALK</b>					
35	Subbase Gravel	Cubic Yard	470	\$20.00	\$9,400.00
36	Base/Finish Gravel	Cubic Yard	0	\$0.00	\$0.00

# *City of Falmouth, Maine*

## COST ESTIMATE WORKSHEET

	<i>ITEM</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL</i>
37	Base Paving	Ton	0	\$0.00	\$0.00
38	Finish Paving	Ton	77	\$95.00	\$7,315.00
	<b>MISCELLANEOUS</b>				
39	Trails	Lump Sum	1	\$5,000.00	\$5,000.00
40	Guardrail	Linear Foot	835	\$50.00	\$41,750.00
41	Fencing	Linear Foot	690	\$30.00	\$20,700.00
42	Loam and Seed	Square Yard	82280	\$2.00	\$164,560.00
43	Landscaping	Lump Sum	1	\$103,125.00	\$103,125.00
44	Monuments/Iron Pipes	Lump Sum	1	\$3,500.00	\$3,500.00
45	Clean Up	Lump Sum	1	\$7,000.00	\$7,000.00
46	As Builts	Lump Sum	1	\$3,500.00	\$3,500.00
47	Signage	Each	19	\$250.00	\$4,750.00
48	Trail Signage	Each	20	\$125.00	\$2,500.00
49	Segmental Retaining Wall	Square Feet	1200	\$55.00	\$66,000.00
50	Other: _____	_____			\$0.00
51	Other: _____	_____			\$0.00

\*to be paid later to CMP

**COST ESTIMATE TOTAL:**

**\$2,589,135.00**

<b>FOR OFFICE USE ONLY</b>	
APPROVAL:	
Name:	
Signature:	
Date:	

# **Section 8**

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## **Water and Sewer Capacity**

## **Section 8: Water and Sewer Capacity**

Reference is made to the Portland Water District and Town of Falmouth Wastewater Department inquiry responses confirming capacity/ability to serve the project needs that are enclosed in this section.



## Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

August 27, 2019

Robert McSorley, PE  
Sebago Technics, Inc.  
75 John Roberts Rd., Suite 4A  
South Portland, ME 04106

Re: 4 Mountain Road, FA (Phase 1A)  
Ability to Serve with PWD Water

Dear Mr. McSorley:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on April 4, 2019. Based on the information provided per plans dated August 26, 2019, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed. Any changes affecting the approved water system will require further review and approval by PWD.**

### Conditions of Service

The following conditions of service apply:

- An 8-inch ductile water main extension can be installed from the existing water main in Gray Road into the site of the Homestead Farms Subdivision. The main extension is approved to the Phase 1A project limits.
- The Portland Water District does not have record of any other existing infrastructure in public roads and recommends a survey and test pitting be performed by the development team prior to construction. Any conflicts that arise during construction are at the risk of the developer and may result in job shutdown until new plans are submitted by the developer and reviewed and approved by PWD.

Prior to construction, the owner or contractor will need to complete the Main Extension Initiation form and pay all necessary fees. PWD will guide the applicant through the new development process.

### Existing Site Service

According to District records, the project site does not currently have existing water service.

### Water System Characteristics

According to District records, there is an 12-inch diameter ductile iron water main in Gray Road and a public fire hydrant located approximately 500 feet from the site. Recent flow data is not available in this area. The most recent static pressure reading was 70 psi.



### Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely not be required. It is your responsibility to contact the Town of Falmouth Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

### Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

### Private Fire Protection Water Needs

You have indicated that this project will not require water service to provide private fire protection to the site.

Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

If the District can be of further assistance in this matter, please let us know.

Sincerely,  
Portland Water District

A handwritten signature in black ink, appearing to read 'Robert A. Bartels', written in a cursive style.

Robert A. Bartels, P.E.  
Senior Project Engineer

# *Town of Falmouth*

*Wastewater Treatment Facilities  
96 Clearwater Drive  
Falmouth, Maine 04105*

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*(207) 781-4462  
(207) 781-2052 Fax*

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August 26, 2019

Mr. Robert McSorley, P.E.  
Sebago Technics  
75 John Roberts Road  
Suite 4A  
South Portland, Maine 04106

## **Regarding: Homestead Acres – Capacity to Serve**

Dear Mr. McSorley:

In response to your recent inquiry, the Falmouth sewage treatment facility and sewer collection systems have adequate capacity to serve the proposed 67 lot Homestead Acres residential subdivision.

If we can be of any other assistance, or if you require additional information, please feel free to contact us.

Sincerely;



Pete Clark  
Superintendent, Falmouth Wastewater Department

cc: Dawn Emerson  
Maps; U42-15, R7-156-158a, U43-10b



## **Section 9**

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**Resource Inquiries:  
MNAP,  
MHPC, MDIFW**

### **Section 9: Resource Inquiries-MNAP, MHPC, MDIFW**

- A. Maine Natural Areas Program (MNAP) indicates that unique botanical communities, natural areas, and threatened, endangered or rare plant species have not been identified on the project site. A copy of the letter from MNAP is enclosed in this section.
  
- B. Per the Town Comprehensive Plan Historic Resources Map, the proposed site is not located in or near an identified historic or archaeological resources. The enclosed response received from the Maine Historic Preservation Commission (MHPC) indicates that the project will not affect historical or archaeological resources. See enclosure.
  
- C. A response to the letter of inquiry submitted to the Maine Department of Inland Fisheries and Wildlife (MDIFW) is enclosed in this section. Review of available online resources indicates that the proposed project site does not include identified high value plant or animal habitat per the Town of Falmouth *MDIFW Beginning with Habitats-High Value Plant & Animal Habitats, Primary Map 2*.



JANET T. MILLS  
GOVERNOR

MAINE HISTORIC PRESERVATION COMMISSION  
55 CAPITOL STREET  
65 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333



KIRK F. MOHNEY  
DIRECTOR

April 17, 2019

Ms. Stefanie Nichols  
Sebago Technics  
75 John Roberts Rd, Suite 4A  
South Portland, ME 04106

Project: MHPC #0254-19      Homestead Acres, LLC; 4 Mountain Road  
Proposed Residential Subdivision  
Town: Falmouth, ME

Dear Ms. Nichols:

In response to your recent request, I have reviewed the information received April 3, 2019 to continue consultation on the above referenced project in accordance with the requirements of the Maine Department of Environmental Protection.

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

Please contact Megan Rideout at (207) 287-2992 or [megan.m.rideout@maine.gov](mailto:megan.m.rideout@maine.gov) if we can be of further assistance in this matter.

Sincerely,

Kirk F. Mohney  
State Historic Preservation Officer



**STATE OF MAINE**  
**DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY**

93 STATE HOUSE STATION  
AUGUSTA, MAINE 04333

**JANET T. MILLS**  
GOVERNOR

**AMANDA E. BEAL**  
COMMISSIONER

February 22, 2019

Stefanie Nichols  
Sebago Technics  
75 John Roberts Road  
Suite 4A  
South Portland, ME 04106

Via email: [snichols@sebagotechnics.com](mailto:snichols@sebagotechnics.com)

Re: Rare and exemplary botanical features in proximity to: #16137, Mountain Road Development, Falmouth, Maine

Dear Ms. Nichols:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received February 21, 2019 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Falmouth, 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. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

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.

**MOLLY DOCHERTY, DIRECTOR**  
MAINE NATURAL AREAS PROGRAM



PHONE: (207) 287-8044  
FAX: (207) 287-8040  
[WWW.MAINE.GOV/DACF/MNAP](http://WWW.MAINE.GOV/DACF/MNAP)

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.

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,

A handwritten signature in cursive script, appearing to read "Kristen Puryear".

Kristen Puryear | Ecologist | Maine Natural Areas Program  
207-287-8043 | [kristen.puryear@maine.gov](mailto:kristen.puryear@maine.gov)

## Rare and Exemplary Botanical Features within 4 miles of Project: #16137, Mountain Road Development, Falmouth, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Allegheny Vine	E	S1	G4	1860-10	9	Rocky summits and outcrops (non-forested, upland), Dry barrens (partly forested, upland)
American Sea-blite	T	S2	G5	1932-09-12	5	Tidal wetland (non-forested, wetland)
Bottlebrush Grass	SC	S3	G5	1905-09-13	10	Hardwood to mixed forest (forest, upland)
Broad Beech Fern	SC	S2	G5	1872-08	15	Hardwood to mixed forest (forest, upland)
	SC	S2	G5	2001-08-28	28	Hardwood to mixed forest (forest, upland)
Clothed Sedge	E	S1	G5	2000-06-06	5	Dry barrens (partly forested, upland)
Ebony Spleenwort	SC	S2	G5	1910-06-06	10	Rocky summits and outcrops (non-forested, upland), Hardwood to mixed forest (forest, upland)
Engelmann's Spikerush	PE	SH	G4G5	1916-08-31	2	Open wetland, not coastal nor rivershore (non-forested, wetland)
Enriched Northern Hardwoods Forest	<null>	S3	GNR	2001-08-28	34	Hardwood to mixed forest (forest, upland)
Fern-leaved False Foxglove	SC	S3	G5	1902-09-02	13	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)
Great Blue Lobelia	PE	SX	G5	1905-09	3	Forested wetland, Non-tidal rivershore (non-forested, seasonally wet)
Hollow Joe-pye Weed						

## Rare and Exemplary Botanical Features within 4 miles of Project: #16137, Mountain Road Development, Falmouth, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Horned Pondweed	SC	S2	G5?	2014-06-18	24	Open wetland, not coastal nor rivershore (non-forested, wetland), Old field/roadside (non-forested, wetland or upland)
Marsh Milkwort	SC	S2	G5?	2011-08-04	19	Open wetland, not coastal nor rivershore (non-forested, wetland), Old field/roadside (non-forested, wetland or upland)
Missouri Rockcress	SC	S2	G5	1913-09-13	9	Tidal wetland (non-forested, wetland)
Mountain-laurel	PE	SH	G5T4	1903-08-18	1	Dry barrens (partly forested, upland), Open wetland, not coastal nor rivershore (non-forested, wetland)
Mountain Honeysuckle	T	S1	G5	1905-06-11	5	Rocky summits and outcrops (non-forested, upland), Hardwood to mixed forest (forest, upland)
Pitch Pine Woodland	SC	S2	G5	1985-08-01	13	Conifer forest (forest, upland), Hardwood to mixed forest (forest, upland)
Rattlesnake Hawkweed	E	S2	G5	2014-08-03	14	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)
Slender Knotweed	E	S2	G5	2007-10-05	11	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)
Small Reed Grass	<null>	S3	G2	2005-12-08	28	Rocky summits and outcrops (non-forested, upland)
	E	S1	G5T4Q	1909-07	1	Dry barrens (partly forested, upland)
	PE	SH	G5	1902-09-07	1	Dry barrens (partly forested, upland)
	SC	S3	G5	2011-08-28	18	Old field/roadside (non-forested, wetland or upland)

Rare and Exemplary Botanical Features within 4 miles of  
Project: #16137, Mountain Road Development, Falmouth, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Spotted Pondweed						
	T	S1	G5	1995-10-01	3	Open water (non-forested, wetland)
Upper Floodplain Hardwood Forest						
	<null>	S3	GNR	2010-06-23	20	Forested wetland
Upright Bindweed						
	T	S2	G4G5	2007-06-28	5	Dry barrens (partly forested, upland), Old field/roadside (non-forested, wetland or upland)
Variable Sedge						
	E	S1	G3	1911	8	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)
	E	S1	G3	2006-07-12	6	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)
	E	S1	G3	2014-09-24	4	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)
Vasey's Pondweed						
	SC	S2	G4	1901-08-04	7	Open water (non-forested, wetland)
Water-plantain Spearwort						
	PE	SH	G4	1903-07-29	2	Open water (non-forested, wetland)
Wild Garlic						
	SC	S2	G5	1918-07-16	6	Forested wetland, Hardwood to mixed forest (forest, upland)



## STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

**Note:** **State Rarity Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

## GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

**Note:** **Global Ranks** are determined by NatureServe.

## STATE LEGAL STATUS

**Note:** State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered and Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

## NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

## ELEMENT OCCURRENCE RANKS - EO RANKS

Element Occurrence ranks are used to describe the quality of a rare plant population or natural community based on three factors:

- **Size:** Size of community or population relative to other known examples in Maine. Community or population's viability, capability to maintain itself.
- **Condition:** For communities, condition includes presence of representative species, maturity of species, and evidence of human-caused disturbance. For plants, factors include species vigor and evidence of human-caused disturbance.
- **Landscape context:** Land uses and/or condition of natural communities surrounding the observed area. Ability of the observed community or population to be protected from effects of adjacent land uses.

These three factors are combined into an overall ranking of the feature of **A**, **B**, **C**, or **D**, where **A** indicates an **excellent** example of the community or population and **D** indicates a **poor** example of the community or population. A rank of **E** indicates that the community or population is **extant** but there is not enough data to assign a quality rank. The Maine Natural Areas Program tracks all occurrences of rare (S1-S3) plants and natural communities as well as A and B ranked common (S4-S5) natural communities.

**Note:** **Element Occurrence Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines Element Occurrence ranks for animals.

Visit our website for more information on rare, threatened, and endangered species!  
<http://www.maine.gov/dacf/mnap>



JANET T. MILLS  
GOVERNOR

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



JUDITH CAMUSO  
COMMISSIONER

March 7, 2019  
Stefanie Nichols  
Sebago Technics  
75 John Roberts Road, Suite 1A  
Portland, ME 04101

**RE: Information Request - Residential Subdivision Homestead Acres, Falmouth**

Dear Stefanie:

Per your request received February 20, 2019, 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 *Falmouth, Residential Subdivision Homestead Acres Project* in Falmouth.

Our Department has not mapped any Essential Habitats or fisheries habitats that would be directly affected by your project.

***Endangered, Threatened, and Special Concern Species***

**Bats**

Of the eight species of bats that occur in Maine, the three *Myotis* species are protected under Maine's Endangered Species Act (MESA) and are afforded special protection under 12 M.R.S §12801 - §12810. The three *Myotis* species include little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are listed as Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat.

While a comprehensive statewide inventory for bats has not been completed, based on historical evidence it is likely that several of these species occur within the project area during migration and/or the breeding season. We recommend that you contact the U.S. Fish and Wildlife Service--Maine Fish and Wildlife Complex (Wende Mahaney, 207-902-1569) for further guidance, as the northern long-eared bat is also listed as a Threatened Species under the Federal Endangered Species Act. Otherwise, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

## ***Significant Wildlife Habitat***

### Significant Vernal Pools

At this time MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of SWHs subject to protection under the Natural Resources Protection Act (NRPA) within the project area, which include Waterfowl and Wading Bird Habitats, Seabird Nesting Islands, Shorebird Areas, and Significant Vernal Pools. However, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. Therefore, we recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

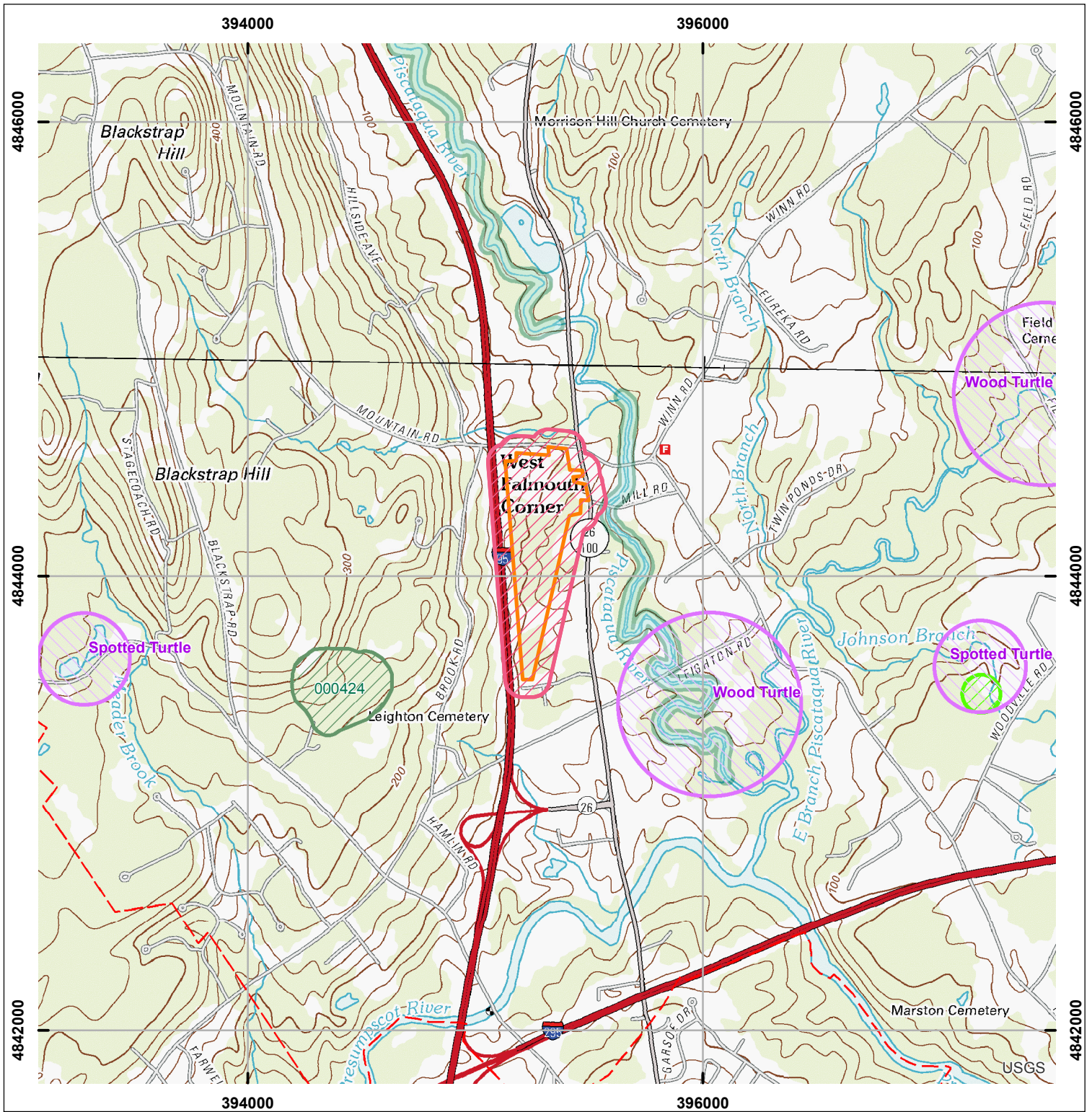
This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional 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,



Becca Settele  
Wildlife Biologist

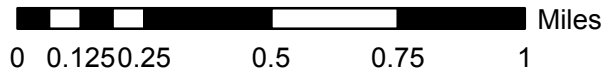


## Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: Falmouth, Residential Subdivision Homestead Acres (Version 1)



Maine Department of  
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 2/23/2019

- ProjectPolys
- ProjectSearchAreas
- Deer Winter Area
- Significant Vernal Pools
- ETSc Environmental Review Polygons
- Special Concern-occupied habitats(100ft buffer)



# **Section 10**

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**Resource Maps:  
FEMA FIRM,  
NRCS Web Soil Survey**

### **Section 10: Resource Maps: FEMA, WSS Soils Map**

Per the enclosed FEMA Flood Insurance Rate Map, Community Panel 230045 0007 B, effective date: October 16, 1984, no portion of the proposed development area is located in a flood plain.

The enclosed Natural Resources Conservation Service Web Soil Survey shows the proposed project location and soil profiles, as required.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

# FIRM FLOOD INSURANCE RATE MAP

TOWN OF  
FALMOUTH,  
MAINE  
CUMBERLAND  
COUNTY

PANEL 7 OF 13  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

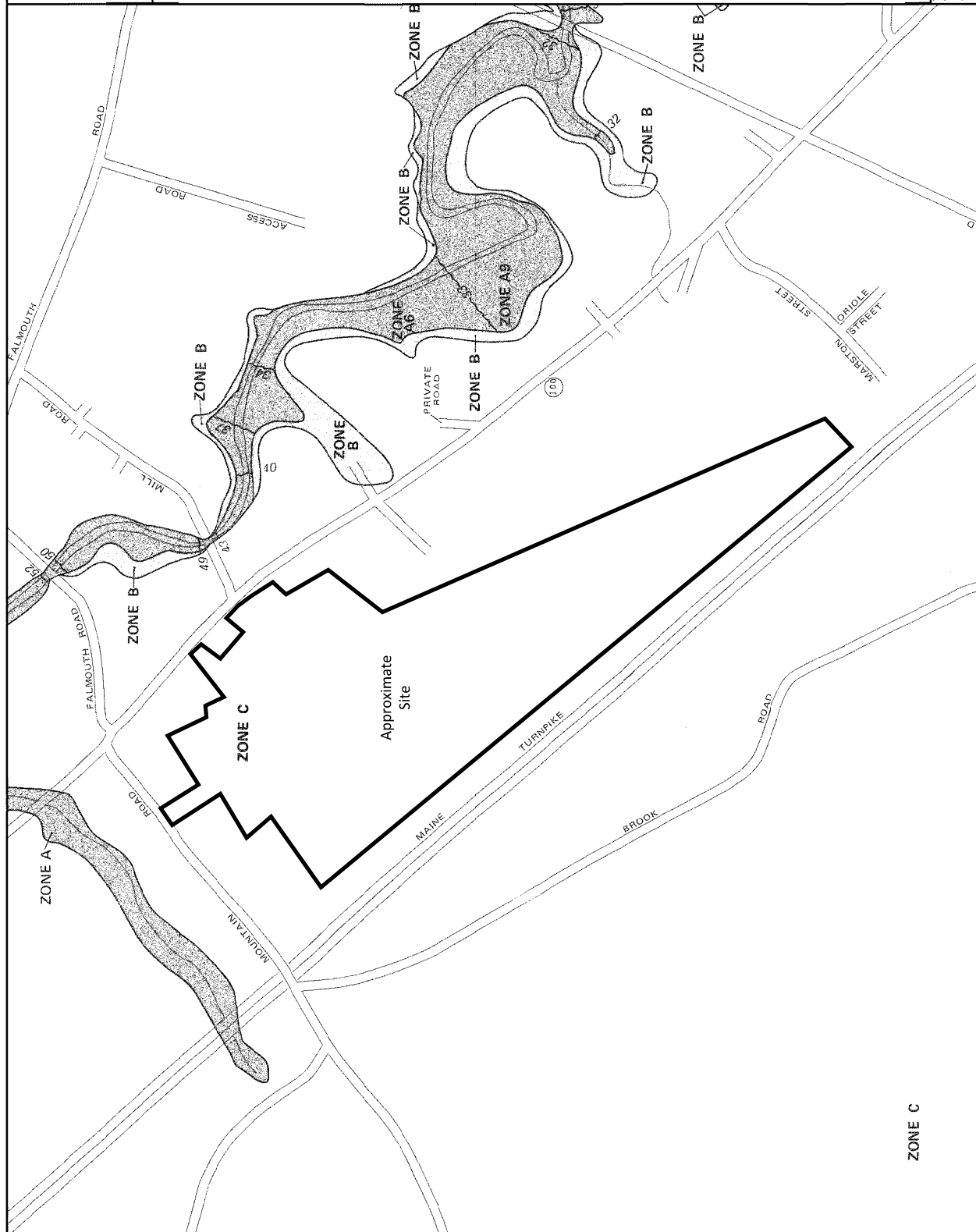
COMMUNITY-PANEL NUMBER  
230045 0007 B

EFFECTIVE DATE:  
OCTOBER 16, 1984



Federal Emergency Management Agency

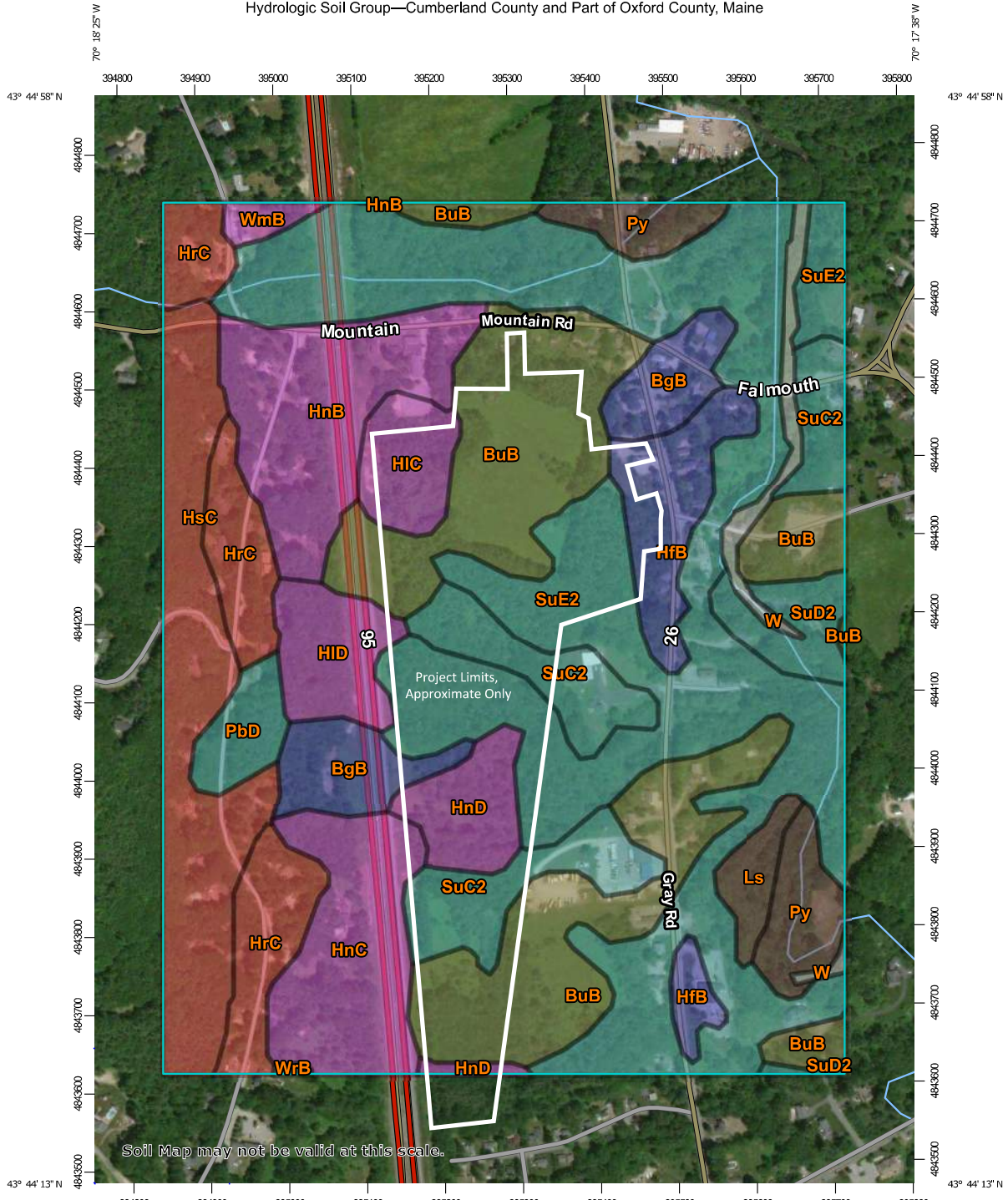
This is an official copy of a portion of the above referenced flood map. It was extracted using F-WIT On-Line. This map does not reflect changes, such as new construction, that have occurred since the date of the original map. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.nsc.fema.gov](http://www.nsc.fema.gov).



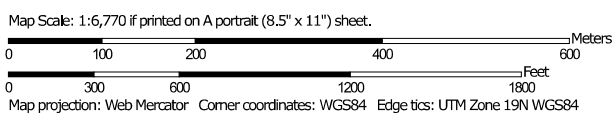
ZONE C



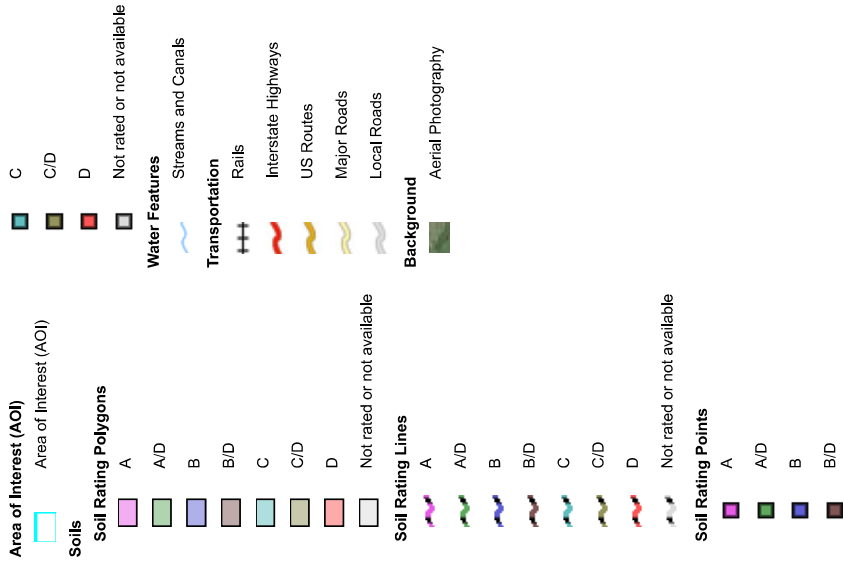
Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine



Soil Map may not be valid at this scale.



## MAP LEGEND



## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 13, Sep 11, 2017

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

Date(s) aerial images were photographed: Dec 31, 2009—Oct 13, 2016

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.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating
BgB	Belgrade very fine sandy loam, 0 to 8 percent slopes	B
BuB	Lamoine silt loam, 3 to 8 percent slopes	C/D
HfB	Hartland very fine sandy loam, 3 to 8 percent slopes	B
HIC	Hinckley loamy sand, 8 to 15 percent slopes	A
HID	Hinckley loamy sand, 15 to 25 percent slopes	A
HnB	Hinckley-Suffield complex, 3 to 8 percent slopes	A
HnC	Hinckley-Suffield complex, 8 to 15 percent slopes	A
HnD	Hinckley-Suffield complex, 15 to 25 percent slopes	A
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	D
HsC	Lyman-Abram complex, 8 to 15 percent slopes, very rocky	D
Ls	Limerick-Saco silt loams	B/D
PbD	Paxton fine sandy loam, 15 to 25 percent slopes	C
Py	Podunk fine sandy loam, 0 to 3 percent slopes, occasionally flooded	B/D
SuC2	Suffield silt loam, 8 to 15 percent slopes, eroded	C
SuD2	Suffield silt loam, 15 to 25 percent slopes, eroded	C
SuE2	Suffield silt loam, 25 to 45 percent slopes, eroded	C
W	Water	

Map unit symbol	Map unit name	Rating
WmB	Windsor loamy sand, 0 to 8 percent slopes	A
WrB	Woodbridge fine sandy loam, 0 to 8 percent slopes	C

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

# **Section 11**

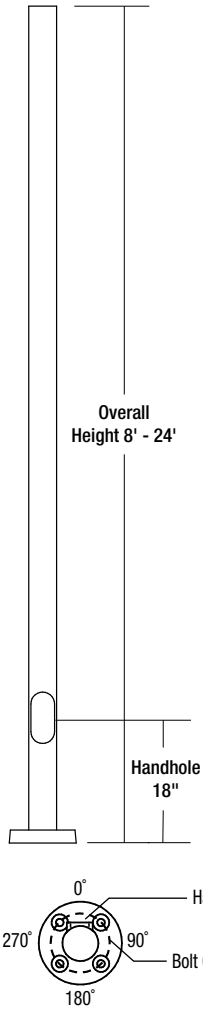
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## **Lighting**

# RSA-B-S SERIES POLES

ROUND STRAIGHT ALUMINUM

Cat.#	
Job	Type
Approvals	



### APPLICATIONS

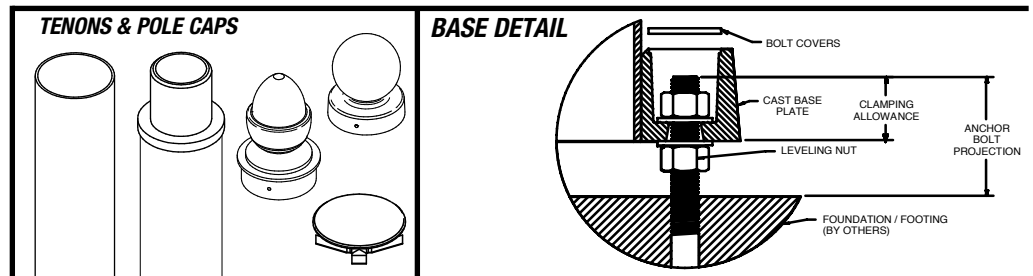
- Lighting installations for side and top mounting of luminaires with effective projected area (EPA) not exceeding maximum allowable loading of the specified pole in its installed geographic location

### CONSTRUCTION

- **SHAFT:** One-piece straight aluminum with round cross section; Extruded shafts of 6061-T6 aluminum in 1/8", 3/16", or 1/4" thickness. Base plate of 356 cast aluminum.
- **BOLT COVERS:** Four (4) individual bolt covers provided, painted to match pole and base finish.
- **POLE CAP OR FINALS:** Cap or decorative finials available for side mounted luminaires. Open top or tenons provided for post top mounted luminaires.
- **HAND HOLE:** Aluminum hand hole frame; Mounting provisions for grounding lug located behind cover
- **ANCHOR BOLTS:** Four galvanized anchor bolts provided per pole with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling

### FINISH

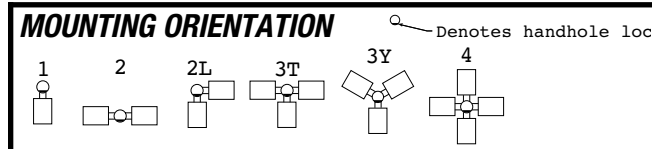
- Durable thermoset polyester powder coat paint finish with nominal 3.0 mil thickness
- Powder paint finish coat available in twelve standard colors; Custom colors available; RAL number preferable.



### ORDERING EXAMPLE:

**RSA-B-S** - **16** - **40** - **A/B/C** - **CAP** - **2L** - **B3** - **DBT** - **VM2**

SERIES	HEIGHT	SHAFT	THICKNESS	MOUNTING	FINISH	OPTIONS
<b>RSA-B-S</b> Round Straight Aluminum Pole Beacon Smooth	Reference page 2 Ordering matrix	Reference page 2 Ordering matrix	Reference page 2 Ordering matrix	<b>1</b> Single arm mount <b>2</b> Two fixtures at 180° <b>2L</b> Two fixtures at 90° <b>3T</b> Three fixtures at 90° <b>3Y</b> Three at 120° <b>4</b> Four fixtures at 90° <b>OT</b> Open top (includes pole cap) <b>TN3</b> Tenon 3 x 3 <b>TN4</b> Tenon 3 x 4 <b>TN5</b> Tenon 4 x 5 <b>TN8</b> Tenon 4 x 8 <b>ARC</b> Acorn Finial <b>BAL</b> Ball Finial <b>CAP</b> Flat Cap	<b>BL</b> Black Textured <b>DB</b> Dark Bronze Textured <b>GT</b> Graphite Textured <b>GYS</b> Light Gray Smooth <b>PS</b> Platinum Silver Smooth <b>WH</b> White Textured <b>BBT</b> Basic Black Textured <b>BZT</b> Bronze Textured <b>CC</b> Custom Color	<b>GFI</b> 20 Amp GFCI Receptacle and Cover <b>EHH</b> Extra Handhole <b>C05</b> .5" Coupling <b>C07</b> .75" Coupling <b>C20</b> 2" Coupling <b>VM2</b> 2nd mode vibration damper <b>LAB</b> Less Anchor Bolts



### DRILL PATTERN

- B1** Cruzer, "AM" arm
- B3** 2 bolt (2-1/2" spacing), Viper "A" arm
- S2** 2 bolt (3-1/2" spacing), Viper "AD" arm

### ACCESSORIES- Order Separately

Catalog Number	Description
<b>VM2SXX</b>	2nd mode vibration damper

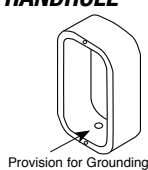
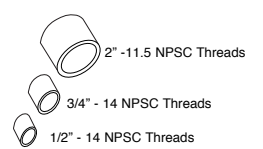

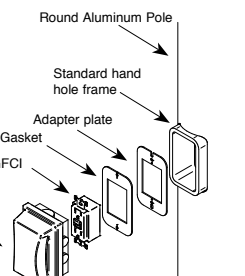
1 Specify option location using logic found on page 2 (**Option Orientation**)  
 2 Specify pole top



## ORDERING INFORMATION Cont.

Catalog Number	Height		Nominal Shaft Dimensions	Wall Thickness	Bolt Circle (suggested)	Bolt Square	Base Plate Size	Anchor Bolt Size	Bolt Projection	Pole weight (lbs)
	Feet	Meters								
RSA-B-S-08-40-A	8	2.4	4" Round	0.125	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	19
RSA-B-S-10-40-A	10	3.0	4" Round	0.125	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	22
RSA-B-S-12-40-A	12	3.7	4" Round	0.125	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	26
RSA-B-S-14-40-A	14	4.3	4" Round	0.125	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	30
RSA-B-S-16-40-A	16	4.9	4" Round	0.125	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	33
RSA-B-S-12-40-B	12	3.7	4" Round	0.188	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	36
RSA-B-S-14-40-B	14	4.3	4" Round	0.188	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	42
RSA-B-S-16-40-B	16	4.9	4" Round	0.188	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	47
RSA-B-S-18-40-B	18	5.5	4" Round	0.188	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	52
RSA-B-S-20-40-B	20	6.1	4" Round	0.188	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	57
RSA-B-S-16-40-C	16	4.9	4" Round	0.25	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	60
RSA-B-S-18-40-C	18	5.5	4" Round	0.25	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	67
RSA-B-S-20-40-C	20	6.1	4" Round	0.25	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	74
RSA-B-S-22-40-C	22	6.7	4" Round	0.25	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	81
RSA-B-S-24-40-C	24	7.3	4" Round	0.25	6.75"	4.77"	9.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	88
RSA-B-S-14-50-B	14	4.3	5" Round	0.188	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	52
RSA-B-S-16-50-B	16	4.9	5" Round	0.188	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	59
RSA-B-S-18-50-B	18	5.5	5" Round	0.188	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	66
RSA-B-S-20-50-B	20	6.1	5" Round	0.188	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	72
RSA-B-S-22-50-B	22	6.7	5" Round	0.188	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	79
RSA-B-S-24-50-B	24	7.3	5" Round	0.188	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	86
RSA-B-S-25-50-B	25	7.6	5" Round	0.188	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	111
RSA-B-S-14-50-C	14	4.3	5" Round	0.25	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	67
RSA-B-S-16-50-C	16	4.9	5" Round	0.25	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	76
RSA-B-S-18-50-C	18	5.5	5" Round	0.25	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	84
RSA-B-S-20-50-C	20	6.1	5" Round	0.25	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	93
RSA-B-S-22-50-C	22	6.7	5" Round	0.25	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	102
RSA-B-S-24-50-C	24	7.3	5" Round	0.25	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	111
RSA-B-S-25-50-C	25	7.6	5" Round	0.25	7.75"	5.48"	10.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	116
RSA-B-S-14-60-A	14	4.3	6" Round	0.125	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	43
RSA-B-S-16-60-A	16	4.9	6" Round	0.125	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	49
RSA-B-S-18-60-A	18	5.5	6" Round	0.125	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	54
RSA-B-S-20-60-A	20	6.1	6" Round	0.125	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	60
RSA-B-S-22-60-A	22	6.7	6" Round	0.125	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	65
RSA-B-S-24-60-A	24	7.3	6" Round	0.125	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	71
RSA-B-S-25-60-A	25	7.6	6" Round	0.125	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	91
RSA-B-S-14-60-C	14	4.3	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	80
RSA-B-S-16-60-C	16	4.9	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	90
RSA-B-S-18-60-C	18	5.5	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	101
RSA-B-S-20-60-C	20	6.1	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	112
RSA-B-S-22-60-C	22	6.7	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	122
RSA-B-S-24-60-C	24	7.3	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	133
RSA-B-S-25-60-C	25	7.6	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	174
RSA-B-S-30-60-C	30	9.1	6" Round	0.25	8.75"	6.19"	11.62" Dia x 1.88" Thk	3/4 x 30 x 3	2-3/4"	208

NOTE Factory supplied template must be used when setting anchor bolts. Hubbell Lighting will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

<p><b>EHH - EXTRA HANDHOLE</b></p>  <p>Provision for Grounding</p>	<p><b>C05 - C07 - C20 - COUPLING</b></p>  <p>2" - 11.5 NPS Threads 3/4" - 14 NPS Threads 1/2" - 14 NPS Threads</p>	<p><b>VM2 - VIBRATION DAMPER 2ND MODE</b></p>  <p>Factory installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.</p>	<p><b>GFI - 20 AMP GFCI RECEPTACLE &amp; COVER</b></p>  <p>Round Aluminum Pole Standard hand hole frame Adapter plate Gasket 20 AMP GFCI Wet Locations In-use Cover</p>
<p><b>OPTION ORIENTATION</b></p> <p>Follow the logic below when ordering location specific options. For each option, include its orientation (in degrees) and its height (in feet). Example: Option C07 should be ordered as: <b>RSA-B-S16-40A-TN3-DOT-C05-0-15</b> (.5" coupling on the handhole/arm side of pole, 15 feet up from the pole base) 1' spacing required between option. Consult factory for other configurations.</p>		<p><b>VM2SXX - VIBRATION DAMPER 2ND MODE</b></p> <p>Field installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.</p> <p>VM2S08 - 8' VM2S12 - 12' VM2S16 - 16' VM2S20 - 20' VM2S24 - 24'</p>	

For more information about pole vibration and vibration dampers, please consult [http://cdn.spauldinglighting.com/content/products/literature/literature\\_files/Pole\\_Wind\\_Induced\\_Flyer\\_HL010022.pdf](http://cdn.spauldinglighting.com/content/products/literature/literature_files/Pole_Wind_Induced_Flyer_HL010022.pdf)  
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## NOTES

### Wind-speed Website disclaimer:

Hubbell Lighting has no connection to the linked website and makes no representations as to its accuracy. While the information presented on this third-party website provides a useful starting point for analyzing wind conditions, Hubbell Lighting has not verified any of the information on this third party website and assumes no responsibility or liability for its accuracy. The material presented in the windspeed website should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. Hubbell Lighting Inc. does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the windspeed report provided by this website. Users of the information from this third party website assume all liability arising from such use. Use of the output of these referenced websites do not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the windspeed report. <http://windspeed.atcouncil.org>

- Allowable EPA, to determine max pole loading weight, multiply allowable EPA by 30 lbs.
- The tables for allowable pole EPA are based on the ASCE 7-05 Wind Map or the Florida Region Wind Map for the 2010 Florida Building Code. The Wind Maps are intended only as a general guide and cannot be used in conjunction with other maps. Always consult local authorities to determine maximum wind velocities, gusting and unique wind conditions for each specific application
- Allowable pole EPA for jobsite wind conditions must be equal to or greater than the total EPA for fixtures, arms, and accessories to be assembled to the pole. Responsibility lies with the specifier for correct pole selection. Installation of poles without luminaires or attachment of any unauthorized accessories to poles is discouraged and shall void the manufacturer's warranty
- Wind speeds and listed EPAs are for ground mounted installations. Poles mounted on structures (such as bridges and buildings) must consider vibration and coefficient of height factors beyond this general guide; Consult local and federal standards
- Wind Induced Vibration brought on by steady, unidirectional winds and other unpredictable aerodynamic forces are not included in wind velocity ratings. Consult Hubbell Lighting's Pole Vibration Application Guide for environmental risk factors and design considerations. [http://cdn.spauldinglighting.com/content/products/literature/literature\\_files/Pole\\_Wind\\_Induced\\_Flyer\\_HLQI0022.pdf](http://cdn.spauldinglighting.com/content/products/literature/literature_files/Pole_Wind_Induced_Flyer_HLQI0022.pdf)
- Extreme Wind Events like, Hurricanes, Typhoons, Cyclones, or Tornadoes may expose poles to flying debris, wind shear or other detrimental effects not included in wind velocity ratings

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**Due to our continued efforts to improve our products, product specifications are subject to change without notice.**

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# URBAN SERIES

DECORATIVE PENDANT LUMINAIRE

Cat.#	
Job	Type



Approvals

## SPECIFICATIONS

### Intended Use:

The Beacon Urban luminaire is available with a choice of different LED wattage configurations, shapes, sizes and optical distributions designed to replace HID lighting up to 400W MH or HPS.

### Construction:

- The drivers shall be located in the top cast housing and shall be accessible by hinging the lower shade assembly. The driver and all electrical components shall be on a tray.
- The lower shade shall be made from a one-piece aluminum spinning.
- The housing is designed for LED thermal management without the use of metallic screens, cages, or fans. The top casting shall be able to be pendant mounted in place with a stainless steel safety pin and then permanently held in place with four stainless steel screws.

### Electrical:

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is  $\geq 0.90$  at full load.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600 VAC at 50°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components.
- Button photocell available.
- Ambient operating temperature -25°C to 40°C
- Surge protection - 20kA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range.

### Controls/Options:

- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night visit: [www.beaconproducts.com/products/energeni](http://www.beaconproducts.com/products/energeni)
- Urban can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or for more details, visit: [www.hubbelling.com/products/sitesync/](http://www.hubbelling.com/products/sitesync/)

### Finish:

- IFS polyester powder-coat electrostatically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 2604 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

### Certifications:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: [www.designlights.org/QPL](http://www.designlights.org/QPL)
- NRTL Certified, UL8750, UL 1598 and CSA22.2#250.13-14 for wet locations
- IDA approved
- This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at <http://www.beaconproducts.com/products/urban>

### Warranty:

Five year limited warranty for more information visit: [www.hubbelling.com/resources/warranty](http://www.hubbelling.com/resources/warranty)

## PRODUCT IMAGE(S)

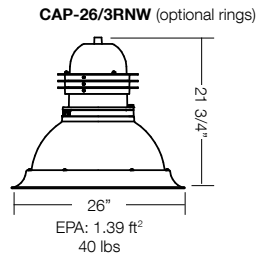
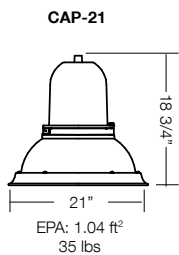


Shown with arm

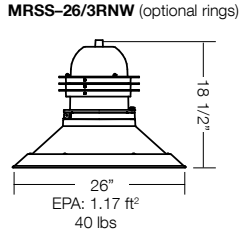
Shown with SiteSync™

## STYLES

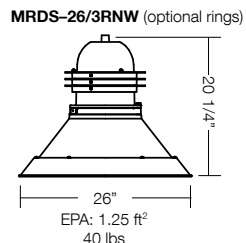
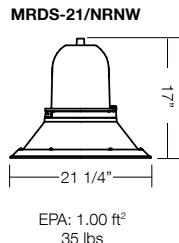
### CAP - Round Shade



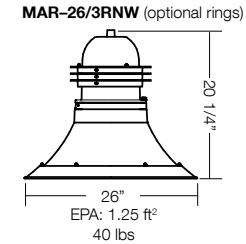
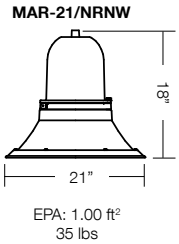
### MRSS - Shallow Shade



### MRDS - Deep Shade



### MAR - Curved Shade



## CERTIFICATIONS/LISTINGS



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**ORDERING INFORMATION** ORDERING EXAMPLE: URBCAP-21/36L-80/5K7/UNV/4/SWP/NRNW/BBT

<b>URB</b>									
MODEL	SERIES	CCT/CRI <sup>1</sup>	VOLTAGE	ELECTRICAL OPTIONS	STYLE	FINISH	ENGINE-WATTS		
<b>URB</b> Urban	<b>CAP-21</b> 21" Capitol <b>MRDS-21</b> 21" Miramar deep shade <b>MAR-21</b> 21" Maritas <b>CAP-26</b> 26" Capitol <b>MRSS-26</b> 26" Miramar shallow shade <b>MRDS-26</b> 26" Miramar deep shade <b>MAR-26</b> 26" Maritas	<b>3K7</b> 3000K, 70 CRI <b>4K7</b> 4000K, 70 CRI <b>5K7</b> 5000K, 70 CRI	<b>UNV</b> 120-277V <b>347</b> 347V <b>480</b> 480V	<b>PEC-120</b> button, 120V <b>PEC-208</b> button, 208V <b>PEC-240</b> button, 240V <b>PEC-277</b> button, 277V	<b>NRNW</b> No rings <b>3RNW</b> Three rings	<b>DB</b> Dark Bronze Textured <b>BL</b> Black Matte Textured <b>PS</b> Platinum Silver <b>WH</b> White Textured <b>GYS</b> Gray Smooth <b>BZT</b> Bronze Textured <b>BBT</b> Basic Black Textured <b>CC</b> Custom Color (RAL#)	OPTICS <sup>2</sup>		
		<b>24L-27</b> 27W, LED array <b>24L-55</b> 55W, LED array <b>36L-80</b> 85W, LED array <b>48L-110<sup>1</sup></b> 110W, LED array <b>60L-136<sup>1</sup></b> 136W, LED array		<b>FR</b> type I <b>2</b> type II <b>3</b> type III <b>4</b> type IV <b>4W</b> type IV wide <b>5R</b> type V, rectangular <b>5QM</b> type V, square medium <b>5W</b> type V, round wide	<b>SENSOR OPTION</b> <b>MOB<sup>4,6,8</sup></b> Motion sensor 33% or 50% dimming				
					<b>CONTROL OPTIONS</b> <b>GENI-XX<sup>5</sup></b> energeni <b>SWP<sup>3,4</sup></b> SiteSync Wireless Pre-Commission				

<sup>1</sup> 26" only  
<sup>2</sup> To rotate optics Left or Right 90 degrees, specify L or R after the optical distribution example:4L  
<sup>3</sup> Must specify group and zone information at time of order. See <http://www.hubbell-automation.com/products/sitesync/> for further details.  
<sup>4</sup> Not available with other control or sensor options.  
<sup>5</sup> When ordering Energeni, specify the routine setting code (Example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.  
<sup>6</sup> Specify time delay; dimming level and mounting height.  
<sup>7</sup> This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at [http://cdn.beaconproducts.com/content/products/specs/specs\\_files/Urban\\_LED\\_spec\\_sheet\\_turtle.pdf](http://cdn.beaconproducts.com/content/products/specs/specs_files/Urban_LED_spec_sheet_turtle.pdf)  
<sup>8</sup> Only available on 24L and 36L configurations

**PRECOMMISSIONED SITESYNC ORDERING INFORMATION:** When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit <http://www.hubbell-automation.com/products/sitesync/>, or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: URBCAP-26/60L-136/3K7/UNV/5QM/SWP/NRNW/BBT SiteSync only  
 URBCAP-26/60L-136/3K7/UNV/5QM/SWPM-20F/NRNW/BBT SiteSync with Motion Control

Accessories and Services (Ordered Separately)

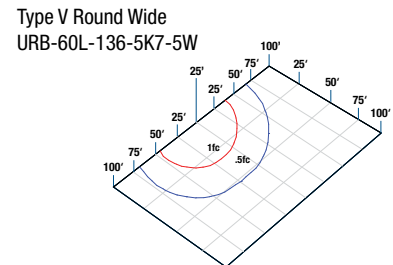
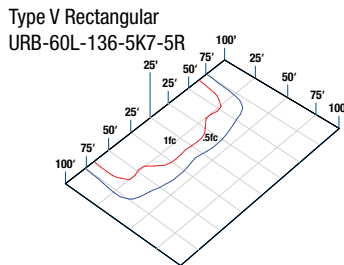
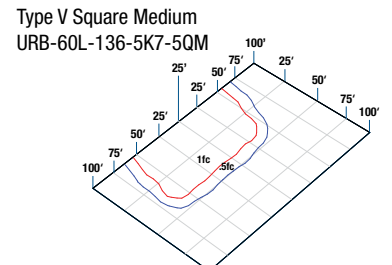
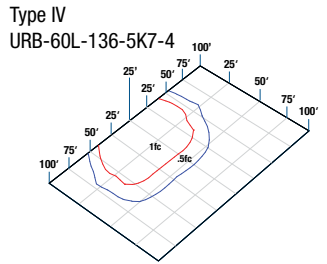
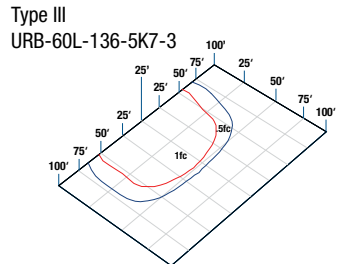
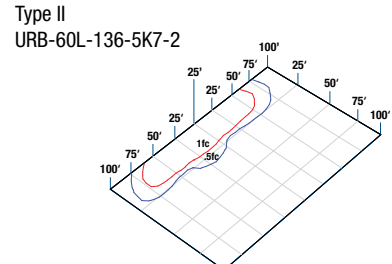
Catalog Number	Description
<b>SWUSB*</b>	SiteSync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license, software and USB radio bridge node.
<b>SWTAB*</b>	Windows tablet and SiteSync interface software. Includes tablet with preloaded software, SiteSync license and USB radio bridge node.
<b>SWBRG</b>	SiteSync USB radio bridge node only. Order if a replacement is required or if an extra bridge node is requested.

\*When ordering SiteSync at least one of these two interface options must be ordered per project.  
 + If needed, an additional Bridge Node can be ordered.



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

**PHOTOMETRICS**



**PERFORMANCE DATA**

# LED'S	DRIVE CURRENT (MILLIAMPS)	SYSTEM WATTS (120-277V)	DISTRIBUTION TYPE	5K (5000K nominal, 70 CRI)					4K (4000K nominal, 70 CRI)					3K (3000K nominal, 70 CRI)				
				LUMENS	LPW <sup>1</sup>	B	U	G	LUMENS	LPW <sup>1</sup>	B	U	G	LUMENS	LPW <sup>1</sup>	B	U	G
24	350mA	27W	FR	3871	138	1	0	0	3990	143	1	0	0	3667	131	0	0	0
			2	3750	134	2	0	0	3838	137	1	0	1	3528	126	1	0	1
			3	3638	130	1	0	1	3750	134	1	0	1	3446	123	1	0	1
			4	3680	131	0	0	1	3794	135	0	0	1	3486	129	0	0	1
			4W	3612	129	1	0	1	3723	133	1	0	1	3422	122	1	0	1
			5QM	3750	134	2	0	0	3866	138	2	0	0	3553	127	2	0	0
			5R	3763	134	2	0	2	3879	139	2	0	2	3565	127	2	0	2
24	700mA	55W	FR	6451	113	1	0	1	6650	117	1	0	1	6112	107	1	0	1
			2	6251	110	3	0	1	6397	112	1	0	2	5879	103	1	0	1
			3	6063	106	1	0	2	6250	110	1	0	2	5744	101	1	0	2
			4	6133	108	1	0	2	6323	111	1	0	2	5811	102	1	0	2
			4W	6020	106	1	0	2	6206	109	1	0	2	5703	100	1	0	2
			5QM	6251	110	3	0	1	6444	113	3	0	1	5922	104	2	0	1
			5R	6272	110	3	0	3	6466	113	3	0	3	5942	104	3	0	3
36	700mA	85W	FR	9672	113	1	0	1	9970	117	1	0	1	9173	107	1	0	1
			2	9303	109	1	0	2	9591	112	1	0	2	8823	103	1	0	2
			3	9089	107	1	0	2	9370	110	1	0	2	8621	101	1	0	2
			4	9195	108	1	0	2	9479	111	1	0	2	8721	102	1	0	2
			4W	9025	106	1	0	2	9304	109	1	0	2	8559	100	1	0	2
			5QM	9371	110	3	0	1	9661	113	3	0	1	8888	104	3	0	1
			5R	9403	110	3	0	3	9694	114	3	0	3	8918	105	3	0	3
48*	700mA	110W*	FR	12895	116	1	0	1	13294	120	1	0	1	12230	110	1	0	1
			2	12404	112	2	0	2	12788	115	2	0	2	11765	106	2	0	2
			3	12119	109	1	0	3	12494	113	1	0	3	11494	104	1	0	2
			4	12260	110	1	0	3	12639	114	1	0	3	11628	105	1	0	3
			4W	12033	108	2	0	3	12405	112	2	0	3	11413	103	2	0	2
			5QM	12494	113	3	0	2	12881	116	3	0	2	11850	107	3	0	2
			5R	12537	113	3	0	3	12925	116	4	0	4	11891	107	3	0	3
60*	700mA	136W*	FR	16119	117	1	0	2	16618	121	2	0	2	15288	112	1	0	2
			2	15505	113	2	0	2	15985	117	2	0	2	14706	107	2	0	2
			3	15149	111	2	0	3	15617	114	2	0	3	14368	105	2	0	3
			4	15324	112	1	0	3	15798	115	1	0	3	14534	106	1	0	3
			4W	15041	110	2	0	3	15506	113	2	0	3	14266	104	2	0	3
			5QM	15618	114	4	0	2	16101	118	4	0	2	14813	108	3	0	2
			5R	15671	114	4	0	4	16156	118	4	0	4	14864	108	4	0	4
5W	14809	108	4	0	2	15267	111	4	0	2	14046	103	4	0	2			

<sup>1</sup>Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

\*AVAILABLE IN THE 26" URBAN ONLY



## ELECTRICAL DATA

# OF LEDS	NUMBER OF DRIVERS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)
24	1	350mA	120	27	0.27
			277		0.12
			347		0.09
			480		0.07
24	2	700 mA	120	55	0.55
			277		0.24
			347		0.19
			480		0.14
36	1	700 mA	120	80	0.80
			277		0.35
			347		0.28
			480		0.20
48	1	700 mA	120	110	1.1
			277		0.43
			347		0.38
			480		0.28
60	1	700 mA	120	136	1.4
			277		0.59
			347		0.47
			480		0.34

## PROJECTED LUMEN MAINTENANCE

AMBIENT TEMP.	0	25,000	50,000	TM-21-11 60,000	100,000	Calculated L70 (HOURS)
25°C / 77°C	1.00	0.97	0.95	0.95	0.92	>470,000

<sup>1</sup> Projected per IESNA TM-21-11

Data references the extrapolated performance projections for the base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

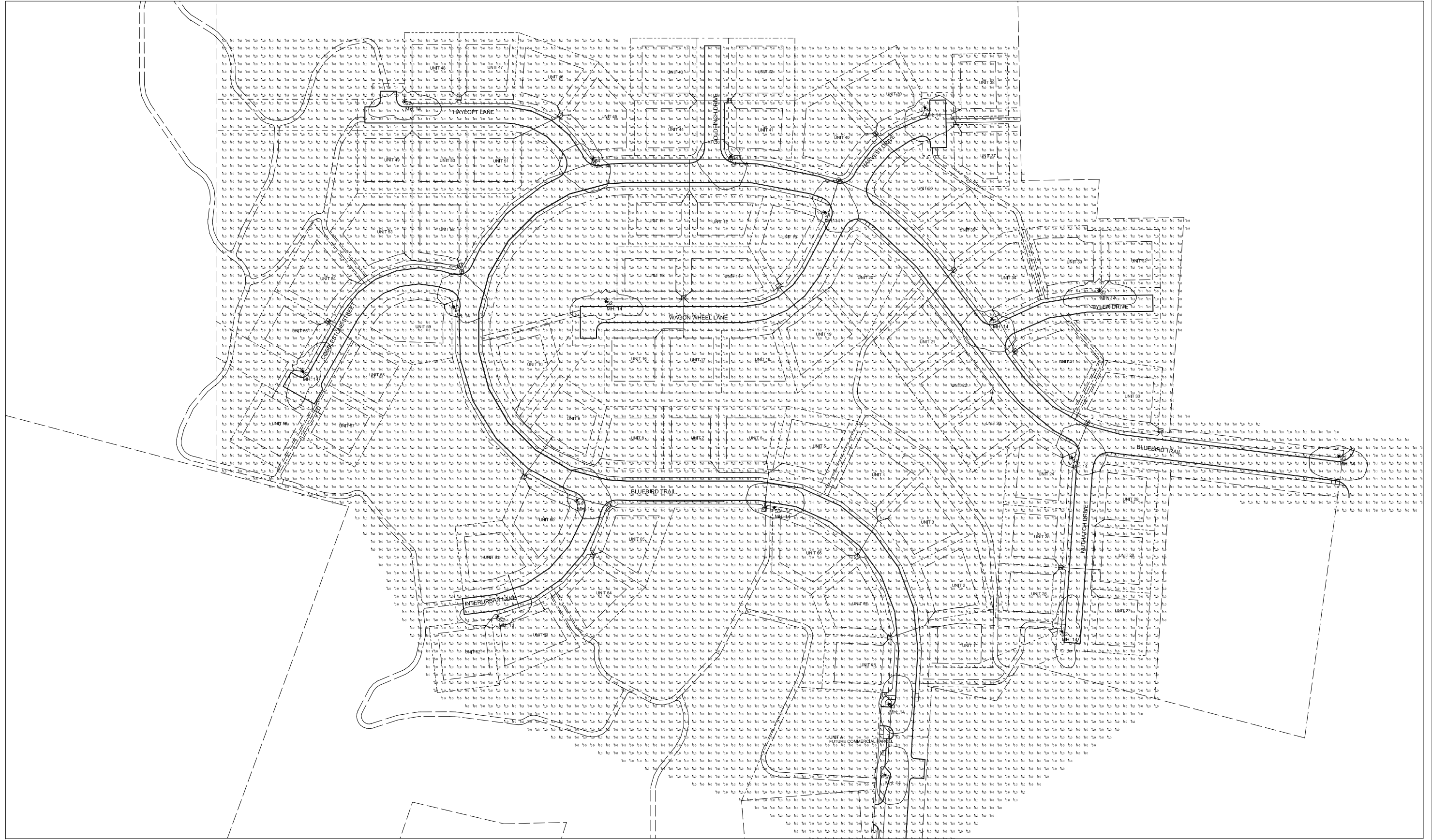
AMBIENT TEMPERATURE	LUMEN MULTIPLIER	
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	0.98
40°C	104°F	0.98

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
SITE	0.03	3.7	0.0	N.A.	N.A.

Luminaire Schedule (note fixture catalogue numbers are not complete)					
Type	Qty	Lumens	LLF	Watts	Description
S2	6	2408	0.900	55.8	URB-21-24NB-27-3K-T2
S3	4	2411	0.900	27	URB-21-24NB-27-3K-T3
S4	8	2623	0.900	55.8	URB-21-24NB-27-3K-T4

- NOTES:
- 1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
  - 2) CALCULATIONS MAY OR MAY NOT SHOW THE EFFECT OF SHADOWING CAUSED BY BUILDINGS AND OBJECTS WITHIN THE CALCULATED SPACE OR IN THE SITE AREA.
  - 3) READINGS SHOWN ARE INITIAL HORIZONTAL FOOTCANDLES ON A FLAT SITE WITHOUT REFLECTIONS OR OBSTRUCTIONS UNLESS OTHERWISE INDICATED.
  - 4) THIS CALCULATION IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO SWANEY LIGHTING ASSOCIATES AND STANDARD ASSUMPTIONS OF THE SPACE AND/OR SITE.
  - 5) CONFORMANCE TO CODES AND OTHER LOCAL REQUIREMENTS AS DETERMINED BY THE AHJ ARE THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
  - 6) THIS LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
  - 7) DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY APPEAR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED-TO-SCALE DRAWING IS PRINTED TO SCALE.



PLAN VIEW

GENERATED FOR: **SEBAGO TECH**  
 SCALE: NOT TO SCALE  
 File: prelim site .agi  
 Page 1 of 1  
 Date: 6/10/2019  
 GENERATED BY: SWANEY LIGHTING, SCARBOROUGH, ME - 207-883-7100 - swaneylighting.com

TITLE: **HOMESTEAD FARMS SUBDIVISION  
 FALMOUTH, ME  
 SITE LIGHTING LAYOUT**

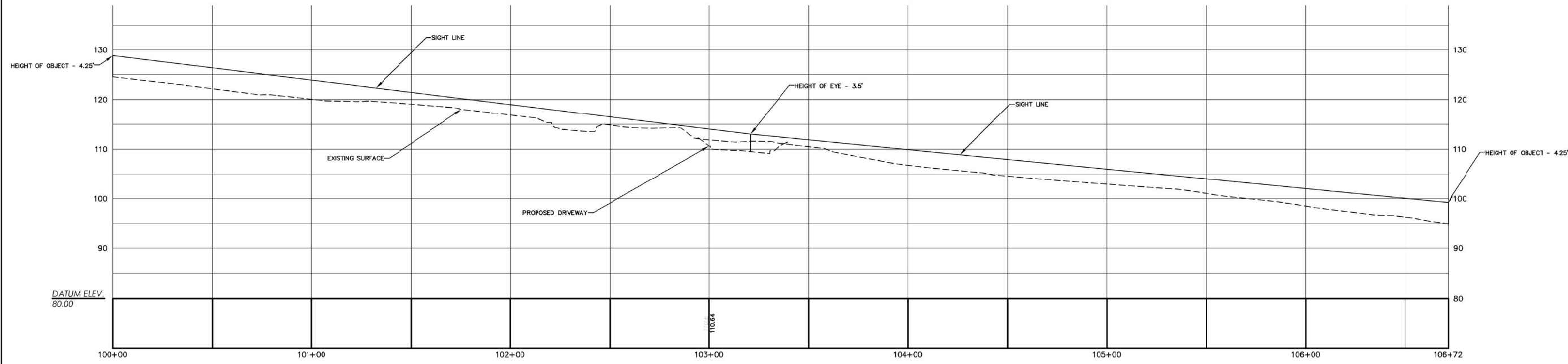
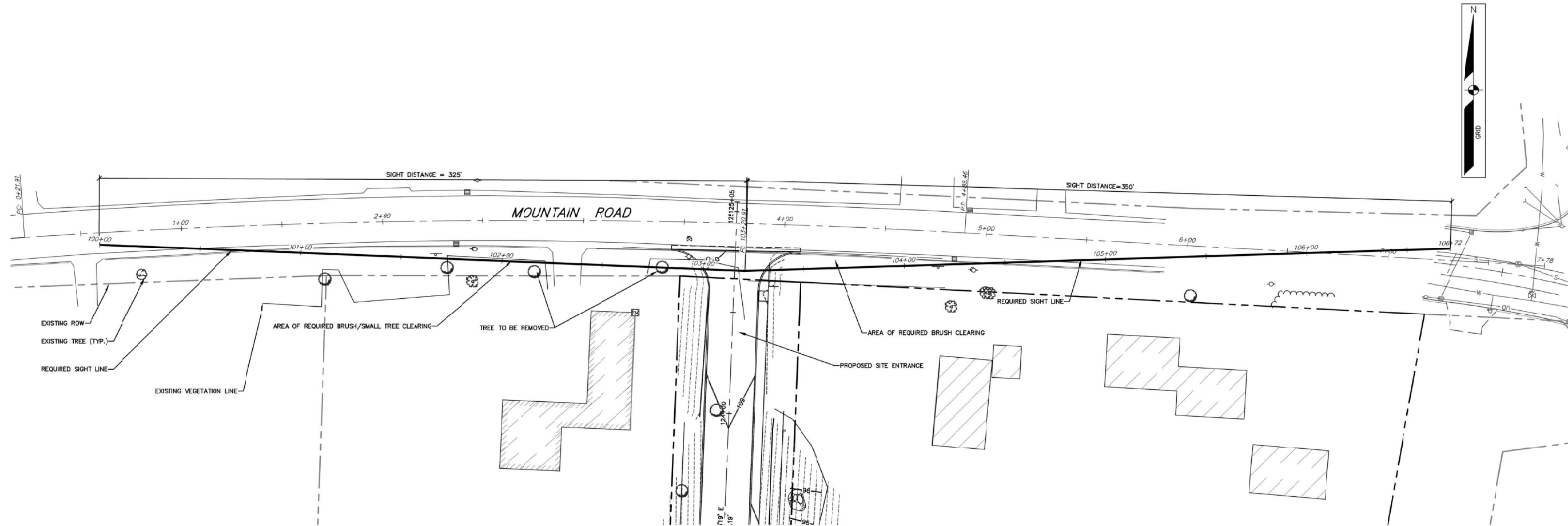
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**SWANEY LIGHTING ASSOCIATES, INC.**

# **Section 12**

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## **Traffic Study**



SIGHT LINE PROFILE

DESIGNED	CHECKED
DHC	DHC

**SEBAGO**  
 T E C H N I C I A N S  
 WWW.SEBAGOTECHNICS.COM  
 75 John Roberts Rd.  
 Suite 4A  
 South Portland, ME 04106  
 Tel. 207-200-2100

MOUNTAIN ROAD SIGHT DISTANCE PLAN  
 OF:  
 HOMESTEAD FARMS SUBDIVISION  
 4 MOUNTAIN ROAD  
 FALMOUTH, MAINE  
 FOR:  
 WEST FALMOUTH DEVELOPMENT II, LLC  
 28 GRAY ROAD  
 FALMOUTH, MAINE

PROJECT NO.	SCALE
16137	1"=25'

16137E\_Traffic.dwg, TAB:B-OVERFALL



## Memorandum

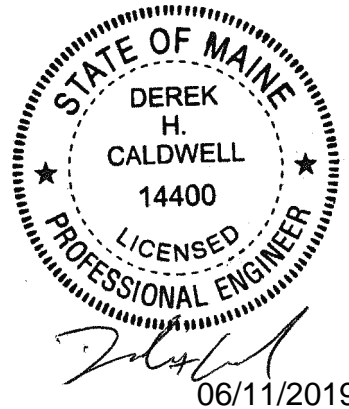
16137-01

**To:** Dawn Emerson  
Land Use Planner  
Town of Falmouth

**From:** Derek Caldwell, P.E., PTOE

**Date:** June 11, 2019

**Subject:** Response to Traffic Peer Review Comments  
Homestead Farms Subdivision



---

We are in receipt of the Traffic Peer Review comments dated May 17, 2018 completed by T.Y. Lin International for the Homestead Farms Subdivision project. This memorandum provides responses to these comments.

1. *The applicant has conducted a trip generation estimate that indicates the project will generate slightly less than 100 passenger-car equivalents during the peak hour and thus does not require a MaineDOT Traffic Movement Permit. The applicant shall provide documentation from the MaineDOT supporting this conclusion.*

**Response:**

A request has been submitted to the MaineDOT Region 1 Traffic Engineering section for concurrency that the proposed development does not require a Traffic Movement Permit (TMP).

2. *The applicant shall provide documentation on the land use codes used in the ITE Trip Generation Manual and their appropriateness for the proposed development.*

**Response:**

The following land use codes (LUC) from the 7<sup>th</sup> Edition of the ITE Trip Generation Manual are used to calculate the estimated trip generation:

- LUC 210 – Single-Family Detached Housing
  - Used for the 68 proposed house lots
- LUC 220 – Apartment
  - Used for the two apartment units proposed on the parcel closest to Route 100
- LUC 710 – General Office

- Used for the proposed 2,500 square feet commercial space on the parcel closest to Route 100. Previously, this use was incorrectly referred to as retail space. In discussions with the applicant, this space is planned on being used as office space.

A summary of the calculated trip generation is displayed below in the following tables.

**Table 1**  
**Trip Generation – LUC 210 – Single Family Detached Housing**  
**(68 Dwelling Units)**

Time Period	Trip Generation Equation	Total Trips	Entering	Entering %	Exiting	Exiting %
Weekday	$\ln(T)=0.92\ln(X)+2.71$	729	365	0.5	364	0.5
AM Peak Hour of Adjacent Street	$T=.70(X)+9.43$	57	14	0.25	43	0.75
PM Peak Hour of Adjacent Street	$\ln(T)=0.90\ln(X)+0.53$	76	48	0.63	28	0.37
AM Peak Hour of Generator	$T=0.70(X)+12.05$	60	16	0.26	44	0.74
PM Peak Hour of Generator	$\ln(T)=0.89\ln(X)+0.61$	79	51	0.64	28	0.36
Saturday	$\ln(T)=0.94\ln(X)+2.63$	732	366	0.5	366	0.5
Saturday Peak Hour of Generator	$T=0.89(X)+10.93$	71	38	0.54	33	0.46
Sunday	$T=8.83(X)-9.76$	591	296	0.5	295	0.5
Sunday Peak Hour of Generator	$\ln(T)=0.89\ln(X)+0.44$	66	35	0.53	31	0.47

**Table 2**  
**Trip Generation – LUC 220 – Apartment**  
**(2 Dwelling Units)**

Time Period	Trip Generation Rate/DU	Total Trips	Entering	Entering %	Exiting	Exiting %
Weekday	6.72	13	7	0.5	6	0.5
AM Peak Hour of Adjacent Street	0.51	1	0	0.2	1	0.8
PM Peak Hour of Adjacent Street	0.62	1	1	0.65	0	0.35
AM Peak Hour of Generator	0.55	1	0	0.29	1	0.71
PM Peak Hour of Generator	0.67	1	1	0.61	0	0.39
Saturday	6.39	13	7	0.5	6	0.5
Saturday Peak Hour of Generator	0.52	1	1	0.5	0	0.5
Sunday	5.86	12	6	0.5	6	0.5
Sunday Peak Hour of Generator	0.51	1	1	0.5	1	0.5

**Table 3**  
**Trip Generation – LUC 710 – General Office**  
**(2,500 Square Feet)**

Time Period	Trip Generation Rate/DU	Total Trips	Entering	Entering %	Exiting	Exiting %
Weekday	11.01	28	14	0.5	14	0.5
AM Peak Hour of Adjacent Street	1.55	4	4	0.88	0	0.12
PM Peak Hour of Adjacent Street	1.49	4	1	0.17	3	0.83
AM Peak Hour of Generator	1.55	4	4	0.88	0	0.12
PM Peak Hour of Generator	1.49	4	1	0.17	3	0.83
Saturday	2.37	6	3	0.5	3	0.5
Saturday Peak Hour of Generator	0.41	1	1	0.54	0	0.46
Sunday	0.98	2	1	0.5	1	0.5
Sunday Peak Hour of Generator	0.14	0	0	0.58	0	0.42

The total trip generation for the development is shown below in Table 4. The values are found by summing Tables 1 thru 3.

**Table 4**  
**Total Trip Generation**

Time Period	Total Trips	Entering	Exiting
Weekday	770	386	384
AM Peak Hour of Adjacent Street	62	18	44
PM Peak Hour of Adjacent Street	81	49	32
AM Peak Hour of Generator	65	20	45
PM Peak Hour of Generator	84	52	32
Saturday	751	376	375
Saturday Peak Hour of Generator	73	39	33
Sunday	605	303	302
Sunday Peak Hour of Generator	67	36	32

3. *The traffic analysis was based upon 2014 traffic volumes and thus are outdated. Given construction activity on Route 100, I do not suggest collecting traffic volumes at this time. It is my understanding that there is more recent traffic volume data in the area that would provide additional guidance on traffic volume growth in the area and the appropriateness of the 2014 data with the growth rate used. Additionally, a review of MTA data at exit 53 would also be a source to determine traffic volume growth since 2014.*

**Response:**

At this time, we are not aware of additional turning movement counts from other sources more recent than 2014 for the study area intersections available. In the traffic impact study dated 2-28-19, an annual growth rate of 1.0% was used to adjust the 2014 counts to a future study year of 2022. This growth rate was selected based upon AADT data from the 2017 MaineDOT Count Book (the latest publication) at three count locations on Route 100 in the vicinity of the development. The growth rate was determined based on counts at the locations in 2014 and 2016. As shown in Table 5, the growth rate varied from -4% to 2% annually for different segments of the Route 100 corridor

**Table 5: Route 100 AADT Data**

STA	Location	AADT		Growth/yr
		2014	2016	
00301	SR 26/100 N/O Mountain Rd	7700	7550	-1%
00305	SR 26/100 S/O Falmouth Rd	9610	9940	2%
00306	SR 26/100 S/O Leighton Rd	12940	11940	-4%

As suggested, we have also looked at the data available for Maine Turnpike Exit 53. The 2017 MaineDOT count book provides AADT for each of the four on/off ramps at the exit. This data is available for each year between 2012 and 2017. For the purpose of this study, the growth rate between 2014 and 2017 was calculated, shown in Table 6 below.

**Table 6: Maine Turnpike AADT Data**

STA	Location	AADT		Growth/yr
		2014	2017	
80601	I-95 NB OFF RAMP TO SR 26 (GRAY RD)	3770	4280	4.5%
80603	I-95 NB ON RAMP FROM SR 26 (GRAY RD)	1410	1530	2.8%
80604	I-95 SB OFF RAMP TO SR 26 (GRAY RD)	1410	1670	6.1%
80602	I-95 SB ON RAMP FROM SR 26 (GRAY RD)	3730	4320	5.3%

The Exit 53 traffic volumes show a larger growth rate than that of Route 100 in the vicinity of the site. To establish a new growth rate for this study, the average of the seven listed rates shown in the above tables is calculated, resulting in an annual growth rate of 2.2%. With lack of more recent turning movement count data due to the Route 100 traffic, we would propose to use this rate to adjust the 2014 traffic volumes to the future study year of 2022.

Using this new growth rate, we have completed a revised capacity analysis for the study intersections for both the 2022 no-build and build conditions. As noted in previous studies, both the no-build and

build conditions include improvements currently being implemented as part of the Route 100 reconstruction project. The capacity analysis in this section also assumed there to be no left turn lane on Route 100 at the proposed site driveway.

**Table 7**  
**Capacity Analysis Summary**  
**Gray Road at Exit 53**

Movement	2022 AM No-Build		2022 AM Build		2022 PM No-Build		2022 PM Build	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Exit 53 EB LT	34	C	30	C	189	F	239	F
Exit 53 EB TH	38	D	36	D	46	D	65	E
Exit 53 EB RT	5	A	5	A	18	B	32	C
Hannaford WB LT	31	C	33	C	25	C	32	C
Hannaford WB TH	50	D	50	D	51	D	56	E
Hannaford WB RT	33	C	41	D	37	D	43	D
Gray Rd NB LT	69	E	54	D	220	F	226	F
Gray Rd NB TH	39	D	24	C	199	F	206	F
Gray Rd NB RT	22	C	11	B	172	F	183	F
Gray Rd SB LT	23	C	21	C	29	C	29	C
Gray Rd SB TH	34	C	36	D	38	D	38	D
Gray Rd SB RT	11	B	10	A	5	A	5	A
INTERSECTION	31	C	27	C	110	F	125	F

**Table 8**  
**Capacity Analysis Summary**  
**Gray Road at Leighton Road**

Movement	2022 AM No-Build		2022 AM Build		2022 PM No-Build		2022 PM Build	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Leighton Rd EB LT	67	E	49	D	29	C	28	C
Leighton Rd EB TH	68	E	57	E	26	C	25	C
Leighton Rd EB RT	64	E	52	D	15	B	14	B
Leighton Rd WB LT	23	C	23	C	19	B	20	B
Leighton Rd WB TH	15	B	17	B	17	B	17	B
Leighton Rd WB RT	5	A	8	A	14	B	14	B
Gray Rd NB LT	165	F	149	F	90	F	90	F
Gray Rd NB TH	13	B	11	B	84	F	83	F
Gray Rd NB RT	15	B	15	B	80	E	77	E
Gray Rd SB LT	292	F	338	F	83	F	103	F
Gray Rd SB TH	283	F	329	F	15	B	15	B
Gray Rd SB RT	272	F	327	F	10	A	9	A
INTERSECTION	139	F	155	F	53	D	52	D

**Table 9**  
**Capacity Analysis Summary**  
**Gray Road at Mountain Road/Falmouth Road**

Movement	2022 AM No-Build		2022 AM Build		2022 PM No-Build		2022 PM Build	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Mountain Rd EB LT	49	D	56	E	37	D	35	D
Mountain Rd EB TH	61	E	54	D	23	C	24	C
Mountain Rd EB RT	56	E	50	D	10	A	11	B
Falmouth Rd WB LT	23	C	25	C	24	C	20	B
Falmouth Rd WB TH	16	B	13	B	29	C	24	C
Falmouth Rd WB RT	7	A	6	A	20	B	16	B
Gray Rd NB LT	29	C	33	C	19	B	17	B
Gray Rd NB TH	23	C	23	C	21	C	18	B
Gray Rd NB RT	13	B	16	B	16	B	14	B
Gray Rd SB LT	93	F	89	F	25	C	23	C
Gray Rd SB TH	93	F	95	F	15	B	15	B
Gray Rd SB RT	92	F	86	F	9	A	9	A
INTERSECTION	64	E	62	E	20	C	18	B

**Table 10**  
**Capacity Analysis Summary**  
**Site Drive at Gray Road**

Movement	2022 AM No-Build		2022 AM Build		2022 PM No-Build		2022 PM Build	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Site EB LT			38	E			19	C
Site EB RT			61	F			4	A
Gray Rd NB LT			9	A			11	B
Gray Rd NB TH			5	A			9	A
Gray Rd SB TH			18	C			2	A
Gray Rd SB RT			18	C			2	A

**Table 11**  
**Capacity Analysis Summary**  
**Site Drive at Mountain Road**

Movement	2022 AM No-Build		2022 AM Build		2022 PM No-Build		2022 PM Build	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Mountain Rd EB TH			2	A			0	A
Montain Rd EB RT			0	A			0	A
Mountain Rd WB LT			5	A			4	A
Mountain Rd WB TH			1	A			2	A
Site NB LT			0	A			5	A
Site NB RT			7	A			3	A

As shown in the above tables, the Route 100 (Gray Road) corridor is expected to operate with significant delay. The proposed development is shown to increase delay on certain approaches, but not create any new failing movements. The proposed site driveways are shown to operate with acceptable delay, with the exception of exiting movements during the AM Peak Hour at the Route 100 drive. This is due to the simulation model indicating signification congestion on Route 100 southbound which in turn would cause delays for exiting vehicles. Potential mitigation for the corridor intersections are discussed further in response to comment 6.

4. *The applicant should provide a plan that illustrates the required tree/shrub clearing required to maximize sight distance at the Mountain Road Driveway.*

**Response:**

A plan and photos are attached highlighting the areas where tree/shrub clearing would be required. Sight distance looking left to the sight driveway is ultimately limited by the curvature of the roadway and a berm on the southern side of the roadway. With clearing, the stated sight distance of 325' could be achieved. Looking right from the site driveway, sight distance exceeding the required 350' could be achieved with clearing. It appears all clearing would be limited to the town's right-of-way.

5. *The study should provide specific information as it relates to the need for a left-turn lane on northbound Route 100 at the project driveway. This shall include AASHTO guidelines, SimTraffic Results and any other supporting technical information that assists the Town in determining whether a dedicated lane is required. During the contract zone permitting process traffic analyses included a detailed review of the subject left-turn lane. The applicant needs to include some discussion on prior analysis and warrants, current requirement and how they differ.*

**Response:**

The need for a left-turn lane at the site driveway on Route 100 was first identified as part of the Contract Zone review process. It is our understanding that the design of this left-turn lane was included in certain revisions of the Route 100 reconstruction design plans but not into the final construction set, as the project withdraw from the Contract Zone process.

However, since it is now understood that the Town may not desire this turn lane to be built, we have completed a revised analysis of the left turn lane warrants based on the current proposed buildout. In addition to a warrant analysis, we have also looked at the capacity and queueing of the intersection with and without a left turn lane.

For this analysis, the 2022 PM Peak hour traffic volumes described above in response to Comment 3 and shown in the attached Figure 3, were used. The warrant analysis was completed using the methods from NCHRP Report 457. The warrant analysis spreadsheet can be found attached. Based on this method, assuming the projected 2022 Build Volumes, a left turn lane would be warranted for Route 100 northbound at the site driveway. The main factor in the warrant to be satisfied is the large volume of background traffic on Route 100 northbound.

Table 12 shows the expected delays for the intersection during the 2022 PM Peak Hour with and without a left turn lane. Table 13 shows the calculated 95<sup>th</sup> percentile queues at the intersection for both scenarios.

**Table 12**  
**Capacity Analysis Summary**  
**Site Drive at Gray Road**

Movement	2022 PM Build No Left Turn Lane		2022 PM Build Left Turn Lane	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS
Site EB LT	19	C	23	C
Site EB RT	4	A	4	A
Gray Rd NB LT	11	B	11	B
Gray Rd NB TH	9	A	8	A
Gray Rd SB TH	2	A	2	A
Gray Rd SB RT	2	A	2	A

**Table 13**  
**Queuing Analysis Summary**  
**Site Drive at Gray Road**

Movement	2022 PM Build No Left Turn Lane	2022 PM Build Left Turn Lane
	95 <sup>th</sup> Percentile Queue (FT)	95 <sup>th</sup> Percentile Queue (FT)
Site Drive EB LT/RT	35	32
Gray Rd NB LT		31
Gray Rd NB TH	56	42

Based on the above capacity and queueing analysis, this is no significant difference shown in the results when considering the alternatives of with and without a left turn lane on Route 100 (Gray Road) at the proposed site driveway. The 95<sup>th</sup> percentile queue length is shown to be 14 feet longer without the left turn lane, equivalent to less than one vehicle.



6. *The study should identify specific mitigation recommendations that are suggested as part of the project. I would note that traffic signals at the Leighton Road and Mountain Road intersections would be expected to provide optimal signal timing as part of the Route 100 improvement project.*

In addition to providing optimal signal timing at the intersections of Route 100 with Leighton Road and Mountain Road, the traffic impact study also suggested the modification to the proposed phasing at the Leighton Road intersection. It is our understanding that the Route 100 improvement project is adding left turn lanes on all four approaches at the intersection of Route 100 and Leighton Road. The Leighton Road westbound approach is shown to have protected/permitted phasing and permitted only left turn phasing for all other approaches. Because left turn lanes are being provided, it would be proposed to modify this phasing to include protected/permitted operations for all approaches.

It should also be noted that in order to provide accurate optimal timing plans, turning movement counts should be completed at the study intersections after the Route 100 improvements are complete. Ideally, the new traffic signal detection equipment would have the capability to provide such counts on a continuous basis.

#### **Attachments**

Traffic Volume Figures

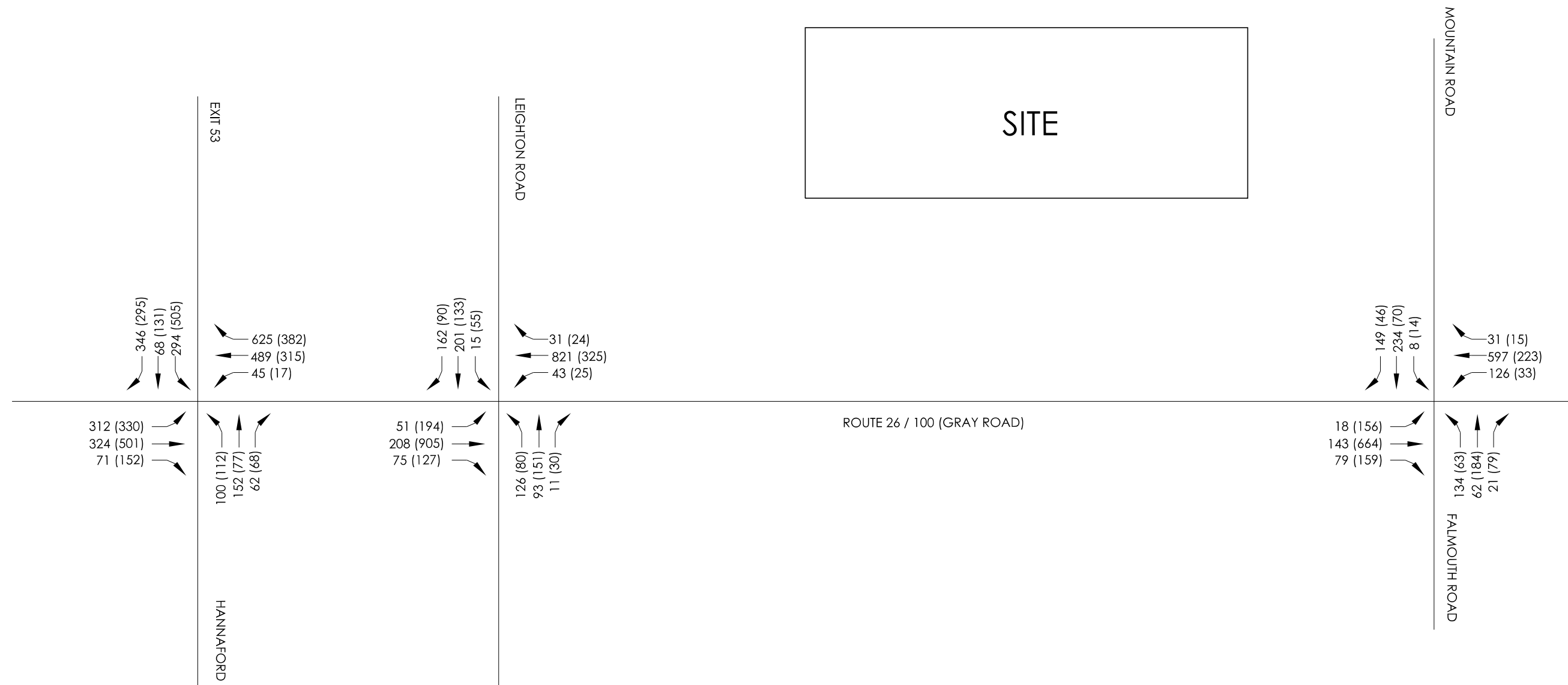
Left Turn Lane Warrant Analysis Sheet

Sight Distance Plan

SimTraffic Reports

**NOTES:**

- VOLUMES FROM TURNING MOVEMENT COUNTS ON 10/22/2014 (MOUNTAIN ROAD AND LEIGHTON ROAD INTERSECTIONS) & 11/18/2014 (EXIT 53 INTERSECTION).
- 10/22/2014 COUNTS FACTORED BY 1.07 TO ADJUST TO 30TH HIGHEST HOUR. 11/18/2014 COUNTS FACTORED BY 1.08 TO ADJUST TO 30TH HIGHEST HOUR.
- COUNTS FACTORED TO A 2.2% ANNUAL GROWTH FACTOR TO DESIGN YEAR 2022.



**KEY**

- XX          AM PEAK HOUR  
 (XX)       PM PEAK HOUR

DESIGNED	CHECKED

**SEBAGO TECHNICS**  
 WWW.SEBAGO TECHNICS.COM  
 75 John Roberts Rd.  
 South Portland, ME 04106  
 Tel. 207-200-2100

250 Goddard Rd.  
 Suite B  
 Lewiston, ME 04240  
 Tel. 207-783-5656

2022 NO-BUILD TRAFFIC VOLUMES  
 OF:  
 HOMESTEAD FARMS SUBDIVISION  
 FALMOUTH, MAINE  
 FOR:  
 CHASE EXCAVATION

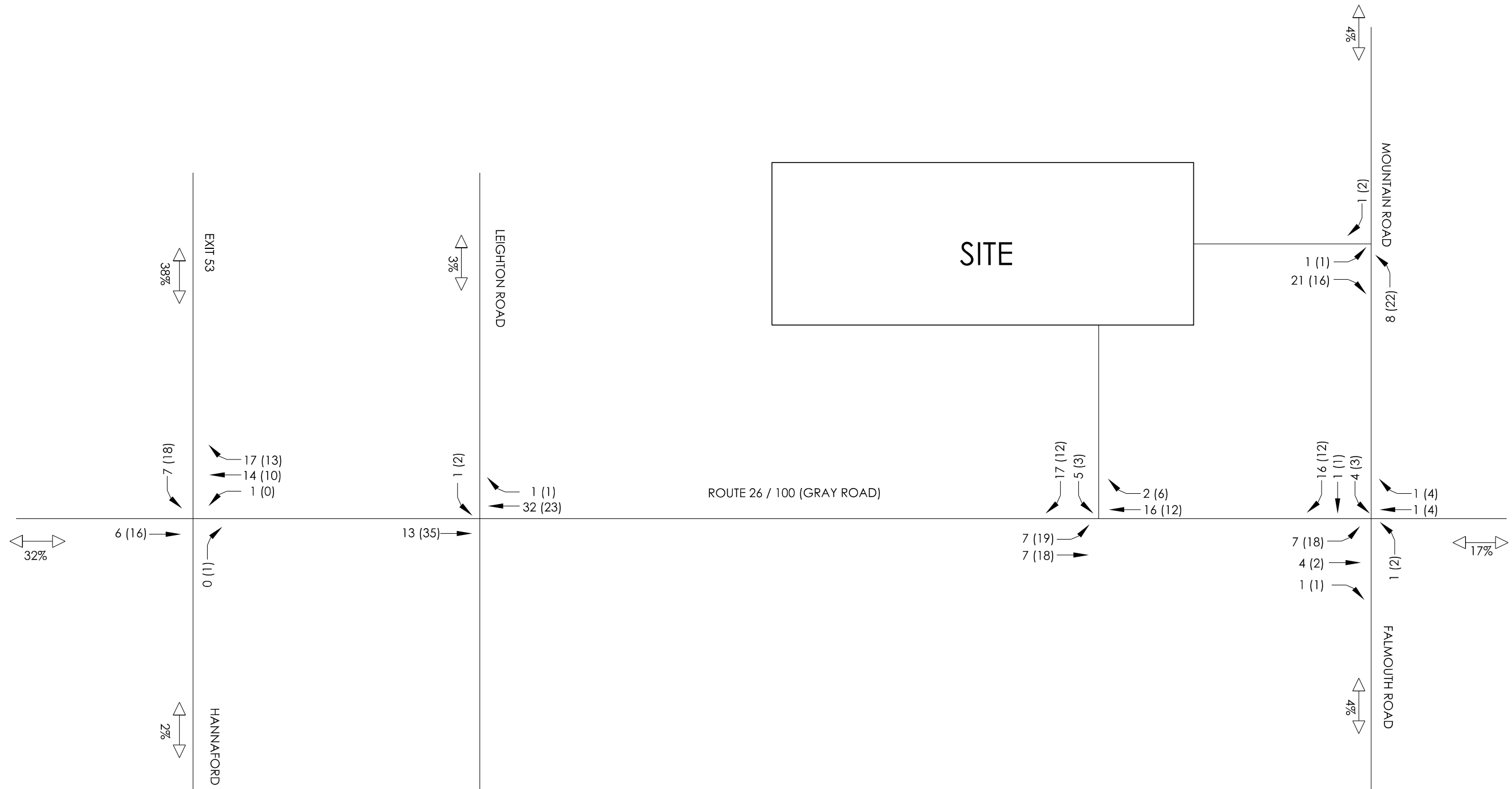
PROJECT NO.	SCALE
16137	NTS

**NOTES:**  
 Primary Trip Ends During Peak Hour of  
 Adjacent Street

	Entering	Exiting
AM	18	44
PM	49	32

### KEY

XX	AM PEAK HOUR
(XX)	PM PEAK HOUR



DESIGNED	CHECKED

REV	BY	DATE	STATUS

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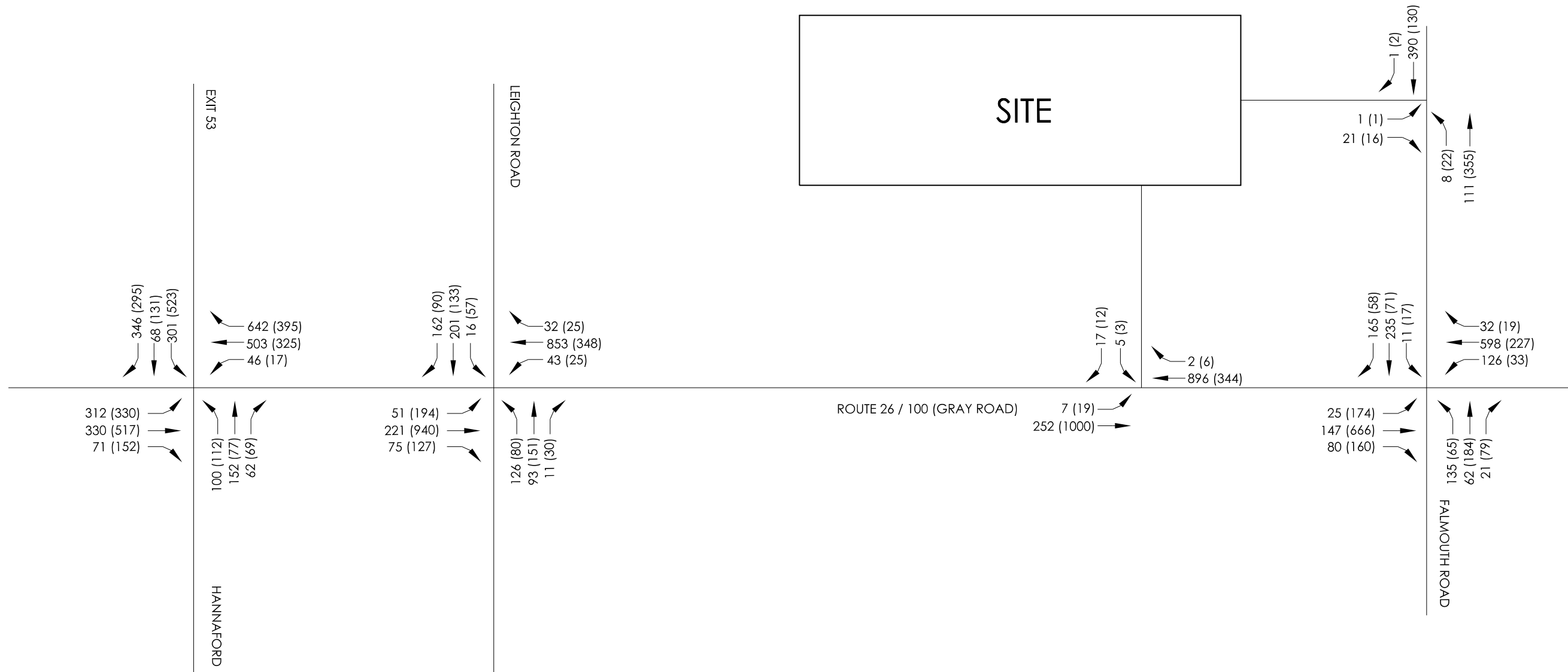
250 Goddard Rd.  
 Suite B  
 Lewiston, ME 04240  
 Tel. 207-783-5656

TRIP DISTRIBUTION AND ASSIGNMENT  
 OF:  
 HOMESTEAD FARMS SUBDIVISION  
 4 MOUNTAIN RD FALMOUTH, MAINE  
 FOR:  
 HOMESTEAD ACRES, LLC

PROJECT NO.	SCALE
16137	NTS

NOTES:

1. VOLUMES CALCULATED BY ADDING FIGURES 1 AND 2.
2. VOLUME INBALANCES MAY EXIST DUE TO SIDE STREETS AND DRIVEWAYS NOT SHOWN.



NOTES:

Primary Trip Ends During Peak Hour of Adjacent Street

	Entering	Exiting
AM	16	45
PM	52	33

KEY

XX	AM PEAK HOUR
(XX)	PM PEAK HOUR

DESIGNED	CHECKED

REV: BY: DATE: STATUS:   
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Lewiston, ME 04240  
Tel: 207-783-5656

2022 BUILD VOLUMES  
OF:  
HOMESTEAD FARMS SUBDIVISION  
4 MOUNTAIN RD FALMOUTH, MAINE  
FOR:  
HOMESTEAD ACRES, LLC

PROJECT NO.	SCALE
16137-01	NTS

**Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.**

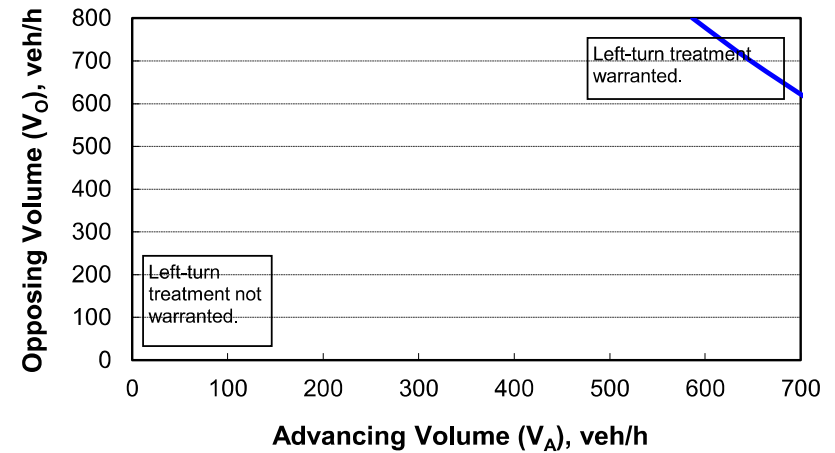
**2-lane roadway (English)**

**INPUT**

Variable	Value
85 <sup>th</sup> percentile speed, mph:	35
Percent of left-turns in advancing volume ( $V_A$ ), %:	2%
Advancing volume ( $V_A$ ), veh/h:	1019
Opposing volume ( $V_O$ ), veh/h:	350

**OUTPUT**

Variable	Value
Limiting advancing volume ( $V_A$ ), veh/h:	929
<b>Guidance for determining the need for a major-road left-turn bay:</b>	
<b>Left-turn treatment warranted.</b>	



**CALIBRATION CONSTANTS**

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

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**MOUNTAIN ROAD SIGHT DISTANCE PLAN**  
 OF:  
**HOTEM FARMS SUBDIVISION**  
 4 MOUNTAIN ROAD  
 FALMOUTH, MAINE  
 FOR:  
**WEST FALMOUTH DEVELOPMENT II, LLC**  
 56 GRAY ROAD  
 FALMOUTH, MAINE

DESIGNED	CHECKED
DHC	DHC

PROJECT NO.	SCALE
16137-01	1" = 50'

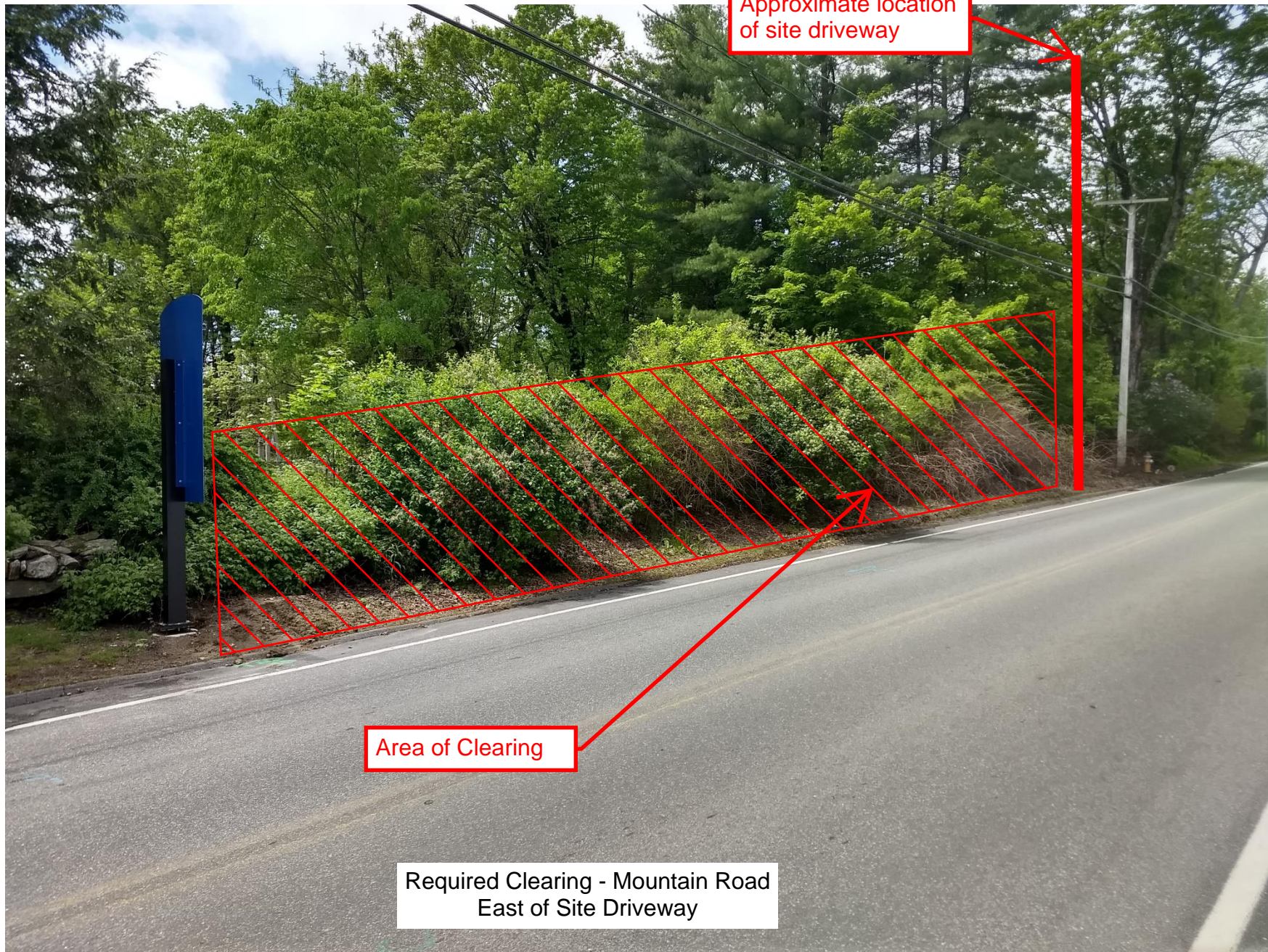
SHEET 1 OF 1



Approximate location of site driveway

Area of Clearing

Required Clearing - Mountain Road  
West of Site Driveway



Approximate location  
of site driveway

Area of Clearing

Required Clearing - Mountain Road  
East of Site Driveway



1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	26.0	19.1	18.4	3.8	0.5	0.6	0.1	0.0	0.0	3.8	2.1	2.8
Total Del/Veh (s)	48.9	61.1	55.8	22.5	16.0	7.1	29.0	22.8	12.8	92.7	92.6	92.2

1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	All
Denied Del/Veh (s)	6.2
Total Del/Veh (s)	63.7

5: Gray Road & North Site Performance by movement

Movement	NBT	SBT	All
Denied Del/Veh (s)	0.0	0.4	0.3
Total Del/Veh (s)	4.6	7.7	7.0

6: Mtn Site & Mountain Road Performance by movement

Movement	EBT	WBT	All
Denied Del/Veh (s)	0.3	0.0	0.2
Total Del/Veh (s)	5.0	1.1	4.1

11: Gray Road & Leighton Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.4	0.4	0.4	3.4	0.5	0.5	0.0	0.0	0.0	14.5	12.3	18.3
Total Del/Veh (s)	66.5	68.2	64.2	23.0	15.3	4.9	164.5	13.0	15.1	291.9	283.1	272.1

11: Gray Road & Leighton Road Performance by movement

Movement	All
Denied Del/Veh (s)	5.4
Total Del/Veh (s)	138.5

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.3	0.4	0.3	3.6	0.6	0.6	7.0	5.3	6.4	0.0	0.0	0.0
Total Del/Veh (s)	33.7	38.4	4.9	30.6	50.3	32.8	68.8	38.7	22.2	22.6	34.1	11.2

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	All
Denied Del/Veh (s)	1.8
Total Del/Veh (s)	30.5

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19: Gray Road Performance by movement

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Movement	NBT	SBT	All
Denied Del/Veh (s)	0.2	0.1	0.1
Total Del/Veh (s)	6.4	3.6	4.7

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Total Network Performance

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Denied Del/Veh (s)	7.3
Total Del/Veh (s)	137.0

Intersection: 1: Gray Road & Mountain Road/Falmouth Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	124	404	121	105	65	182	125	1178
Average Queue (ft)	16	247	46	17	9	83	77	664
95th Queue (ft)	77	441	97	60	39	159	150	1229
Link Distance (ft)		392		964		406		1174
Upstream Blk Time (%)		8						6
Queuing Penalty (veh)		31						0
Storage Bay Dist (ft)	100		100		150		100	
Storage Blk Time (%)		47	1	0		1	1	52
Queuing Penalty (veh)		4	1	0		0	7	66

Intersection: 5: Gray Road & North Site

Movement	SB
Directions Served	TR
Maximum Queue (ft)	172
Average Queue (ft)	49
95th Queue (ft)	246
Link Distance (ft)	406
Upstream Blk Time (%)	0
Queuing Penalty (veh)	3
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 6: Mtn Site & Mountain Road

Movement	EB
Directions Served	TR
Maximum Queue (ft)	190
Average Queue (ft)	24
95th Queue (ft)	115
Link Distance (ft)	622
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 11: Gray Road & Leighton Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	124	546	112	128	123	347	125	2967
Average Queue (ft)	16	259	51	40	61	127	29	2131
95th Queue (ft)	73	558	96	88	123	399	99	3461
Link Distance (ft)		1277		1196		702		3187
Upstream Blk Time (%)						3		1
Queuing Penalty (veh)						23		7
Storage Bay Dist (ft)	100		100		100		100	
Storage Blk Time (%)		44	1	0	14	5	0	55
Queuing Penalty (veh)		7	1	0	40	3	0	24

Intersection: 14: Gray Road & Exit 53/Hannford

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	R	L	T	TR
Maximum Queue (ft)	320	162	124	359	225	749	125	115	230	408
Average Queue (ft)	150	48	61	132	192	312	35	31	135	234
95th Queue (ft)	270	114	120	288	258	734	100	80	205	400
Link Distance (ft)	877	877		625		838			552	552
Upstream Blk Time (%)						6				0
Queuing Penalty (veh)						0				0
Storage Bay Dist (ft)			100		200		100	120		
Storage Blk Time (%)			1	19	23	15	0	0	12	
Queuing Penalty (veh)			2	19	90	57	0	0	6	

Intersection: 19: Gray Road

Movement	NB
Directions Served	T
Maximum Queue (ft)	114
Average Queue (ft)	25
95th Queue (ft)	207
Link Distance (ft)	552
Upstream Blk Time (%)	2
Queuing Penalty (veh)	15
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 404

1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	3.5	0.5	0.5	0.0	0.0	0.0	3.3	0.3	0.3
Total Del/Veh (s)	37.2	23.0	9.5	23.7	28.9	19.5	18.6	21.0	15.6	24.9	14.5	9.1

1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	All
Denied Del/Veh (s)	0.4
Total Del/Veh (s)	20.2

5: Gray Road & North Site Performance by movement

Movement	NBT	SBT	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	8.4	1.8	6.4

6: Mtn Site & Mountain Road Performance by movement

Movement	EBT	WBT	All
Denied Del/Veh (s)	0.1	0.0	0.0
Total Del/Veh (s)	0.1	1.7	1.2

11: Gray Road & Leighton Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.0	0.3	0.3	3.3	0.3	0.3	355.5	327.9	349.3	0.3	0.0	0.0
Total Del/Veh (s)	29.3	25.7	14.8	18.8	16.6	13.6	90.4	83.7	79.1	82.8	15.4	10.0

11: Gray Road & Leighton Road Performance by movement

Movement	All
Denied Del/Veh (s)	185.0
Total Del/Veh (s)	52.6

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	37.9	43.3	37.9	3.7	0.5	0.5	273.2	272.8	273.5	0.0	0.0	0.0
Total Del/Veh (s)	188.6	46.4	17.7	25.0	51.1	36.8	219.9	199.2	172.3	28.8	37.7	4.7

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	All
Denied Del/Veh (s)	105.9
Total Del/Veh (s)	110.1

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19: Gray Road Performance by movement

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Movement	NBT	SBT	All
Denied Del/Veh (s)	0.2	0.2	0.2
Total Del/Veh (s)	58.4	1.9	34.2

---

Total Network Performance

---

Denied Del/Veh (s)	174.7
Total Del/Veh (s)	138.4

Intersection: 1: Gray Road & Mountain Road/Falmouth Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	43	116	108	248	174	392	94	166
Average Queue (ft)	12	48	29	87	71	207	26	83
95th Queue (ft)	35	93	84	193	181	357	58	140
Link Distance (ft)		392		964		406		1174
Upstream Blk Time (%)						0		
Queuing Penalty (veh)						3		
Storage Bay Dist (ft)	100		100		150		100	
Storage Blk Time (%)		1	0	8	0	16	0	4
Queuing Penalty (veh)		0	1	6	0	25	0	1

Intersection: 5: Gray Road & North Site

Movement	NB
Directions Served	T
Maximum Queue (ft)	70
Average Queue (ft)	4
95th Queue (ft)	36
Link Distance (ft)	3187
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	0
Queuing Penalty (veh)	0

Intersection: 6: Mtn Site & Mountain Road

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 11: Gray Road & Leighton Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	108	214	98	147	125	716	86	234
Average Queue (ft)	32	93	34	66	92	708	19	88
95th Queue (ft)	80	171	76	123	162	716	60	179
Link Distance (ft)		1277		1196		702		3187
Upstream Blk Time (%)						19		
Queuing Penalty (veh)						202		
Storage Bay Dist (ft)	100		100		100		100	
Storage Blk Time (%)	0	6	0	2	4	48	1	5
Queuing Penalty (veh)	0	3	0	2	43	94	5	1

Intersection: 14: Gray Road & Exit 53/Hannford

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	R	L	T	TR
Maximum Queue (ft)	913	913	124	222	225	1475	125	83	194	239
Average Queue (ft)	713	476	62	86	220	1376	87	14	105	96
95th Queue (ft)	1103	1144	121	164	245	1776	171	54	165	174
Link Distance (ft)	877	877		625		1421			552	552
Upstream Blk Time (%)	35	24				73				
Queuing Penalty (veh)	0	0				0				
Storage Bay Dist (ft)			100		200		100	120		
Storage Blk Time (%)			1	9	24	60	0		7	
Queuing Penalty (veh)			2	11	158	291	1		1	

Intersection: 19: Gray Road

Movement	NB
Directions Served	T
Maximum Queue (ft)	567
Average Queue (ft)	536
95th Queue (ft)	605
Link Distance (ft)	552
Upstream Blk Time (%)	6
Queuing Penalty (veh)	63
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 913



1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	4.9	18.2	10.8	3.8	0.5	0.5	0.1	0.0	0.0	5.4	2.8	4.2
Total Del/Veh (s)	55.8	53.8	50.3	25.1	13.1	6.2	32.8	22.5	15.7	89.2	95.4	86.4

1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	All
Denied Del/Veh (s)	5.6
Total Del/Veh (s)	61.8

5: Gray Road & North Site Performance by movement

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	2.3	0.0	1.7
Total Del/Veh (s)	38.1	61.1	9.1	5.0	17.8	17.5	15.8

6: Mtn Site & Mountain Road Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Del/Veh (s)	0.3	0.4	0.0	0.0		0.1	0.2
Total Del/Veh (s)	1.8	0.4	4.6	1.2		6.6	1.9

11: Gray Road & Leighton Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.0	0.4	0.3	3.4	0.4	0.4	0.0	0.0	0.0	14.3	9.0	8.2
Total Del/Veh (s)	48.9	56.7	51.6	22.6	16.7	8.3	149.0	10.9	15.2	337.8	329.2	326.9

11: Gray Road & Leighton Road Performance by movement

Movement	All
Denied Del/Veh (s)	4.1
Total Del/Veh (s)	154.9

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.3	0.3	0.3	3.6	0.6	0.5	3.2	1.2	3.2	0.1	0.0	0.0
Total Del/Veh (s)	29.9	36.3	5.0	33.2	50.2	40.5	53.5	24.3	10.7	20.9	35.5	9.8

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	All
Denied Del/Veh (s)	0.8
Total Del/Veh (s)	26.7

---

19: Gray Road Performance by movement

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Movement	NBT	SBT	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	2.9	3.5	3.3

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Total Network Performance

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Denied Del/Veh (s)	5.9
Total Del/Veh (s)	143.0

Intersection: 1: Gray Road & Mountain Road/Falmouth Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	124	391	114	109	88	213	125	1173
Average Queue (ft)	17	233	50	13	13	91	81	635
95th Queue (ft)	75	405	95	58	54	178	158	1166
Link Distance (ft)		392		964		406		1174
Upstream Blk Time (%)		3						5
Queuing Penalty (veh)		14						0
Storage Bay Dist (ft)	100		100		150		100	
Storage Blk Time (%)		48	2	0		3	0	55
Queuing Penalty (veh)		5	2	0		1	3	70

Intersection: 5: Gray Road & North Site

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	97	82	369
Average Queue (ft)	22	5	138
95th Queue (ft)	64	36	432
Link Distance (ft)	260	3187	406
Upstream Blk Time (%)			3
Queuing Penalty (veh)			22
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 6: Mtn Site & Mountain Road

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	98	40	33
Average Queue (ft)	11	4	15
95th Queue (ft)	64	22	39
Link Distance (ft)	622	392	187
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 11: Gray Road & Leighton Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	124	538	120	130	116	403	124	3187
Average Queue (ft)	18	226	54	47	60	120	29	2473
95th Queue (ft)	76	469	100	102	122	348	101	3876
Link Distance (ft)		1277		1195		702		3187
Upstream Blk Time (%)						1		2
Queuing Penalty (veh)						5		20
Storage Bay Dist (ft)	100		100		100		100	
Storage Blk Time (%)	0	39	1	0	16	6		55
Queuing Penalty (veh)	0	7	1	1	46	3		24

Intersection: 14: Gray Road & Exit 53/Hannford

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	R	L	T	TR
Maximum Queue (ft)	291	173	125	322	225	602	125	144	225	392
Average Queue (ft)	148	50	68	141	173	209	37	33	139	230
95th Queue (ft)	245	113	134	277	252	469	101	96	202	375
Link Distance (ft)	877	877		625		838			552	552
Upstream Blk Time (%)						0				
Queuing Penalty (veh)						0				
Storage Bay Dist (ft)			100		200		100	120		
Storage Blk Time (%)			1	23	15	14	0		14	
Queuing Penalty (veh)			3	24	61	54	0		6	

Intersection: 19: Gray Road

Movement	NB
Directions Served	T
Maximum Queue (ft)	114
Average Queue (ft)	8
95th Queue (ft)	105
Link Distance (ft)	552
Upstream Blk Time (%)	0
Queuing Penalty (veh)	1
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 373

1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.1	0.0	0.0	3.6	0.4	0.4	0.0	0.0	0.0	3.4	0.3	0.3
Total Del/Veh (s)	35.3	23.9	11.2	19.9	23.6	15.7	17.4	18.0	13.7	23.3	14.9	9.4

1: Gray Road & Mountain Road/Falmouth Road Performance by movement

Movement	All
Denied Del/Veh (s)	0.3
Total Del/Veh (s)	18.0

5: Gray Road & North Site Performance by movement

Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	18.8	4.3	10.5	8.6	1.9	1.8	6.6

6: Mtn Site & Mountain Road Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	0.2	0.0	3.5	1.7	4.5	3.0	1.5

11: Gray Road & Leighton Road Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.0	0.3	0.3	3.3	0.4	0.3	337.0	350.6	363.5	0.3	0.1	0.0
Total Del/Veh (s)	27.9	25.2	14.2	19.5	17.0	14.1	89.6	82.5	76.7	102.7	14.5	9.1

11: Gray Road & Leighton Road Performance by movement

Movement	All
Denied Del/Veh (s)	193.3
Total Del/Veh (s)	52.0

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	195.9	182.0	193.4	3.7	0.5	0.6	290.3	287.5	285.6	0.1	0.0	0.0
Total Del/Veh (s)	249.6	68.5	37.6	28.6	54.7	37.1	216.7	199.1	175.6	29.2	37.5	5.0

14: Gray Road & Exit 53/Hannford Performance by movement

Movement	All
Denied Del/Veh (s)	160.1
Total Del/Veh (s)	124.4

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19: Gray Road Performance by movement

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Movement	NBT	SBT	All
Denied Del/Veh (s)	1.6	0.2	1.0
Total Del/Veh (s)	58.2	1.9	33.9

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Total Network Performance

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Denied Del/Veh (s)	219.6
Total Del/Veh (s)	148.1

Intersection: 1: Gray Road & Mountain Road/Falmouth Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	68	131	115	178	174	372	87	200
Average Queue (ft)	14	53	26	77	70	179	23	81
95th Queue (ft)	44	103	76	157	171	310	62	148
Link Distance (ft)		392		964		406		1174
Upstream Blk Time (%)						0		
Queuing Penalty (veh)						1		
Storage Bay Dist (ft)	100		100		150		100	
Storage Blk Time (%)		1	0	5	0	11	0	4
Queuing Penalty (veh)		0	1	3	0	19	0	1

Intersection: 5: Gray Road & North Site

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	37	106
Average Queue (ft)	12	11
95th Queue (ft)	35	56
Link Distance (ft)	260	3187
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 6: Mtn Site & Mountain Road

Movement	WB	NB
Directions Served	LT	LR
Maximum Queue (ft)	44	34
Average Queue (ft)	3	13
95th Queue (ft)	20	37
Link Distance (ft)	392	187
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 11: Gray Road & Leighton Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	TR	L	TR	L	TR	L	TR
Maximum Queue (ft)	114	185	112	163	125	718	104	214
Average Queue (ft)	34	79	35	69	99	708	28	84
95th Queue (ft)	79	142	80	128	161	716	80	168
Link Distance (ft)		1277		1195		702		3187
Upstream Blk Time (%)						18		
Queuing Penalty (veh)						201		
Storage Bay Dist (ft)	100		100		100		100	
Storage Blk Time (%)	0	4	0	2	2	49	1	5
Queuing Penalty (veh)	0	2	0	2	19	94	6	1

Intersection: 14: Gray Road & Exit 53/Hannford

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	R	L	T	TR
Maximum Queue (ft)	925	916	124	265	225	1473	125	125	184	253
Average Queue (ft)	861	813	67	96	222	1423	92	17	107	104
95th Queue (ft)	1058	1201	130	203	242	1625	172	60	160	193
Link Distance (ft)	877	877		625		1421			552	552
Upstream Blk Time (%)	75	62				76				
Queuing Penalty (veh)	0	0				0				
Storage Bay Dist (ft)			100		200		100	120		
Storage Blk Time (%)			3	12	24	61	0		7	
Queuing Penalty (veh)			4	15	162	296	2		1	

Intersection: 19: Gray Road

Movement	NB
Directions Served	T
Maximum Queue (ft)	569
Average Queue (ft)	543
95th Queue (ft)	584
Link Distance (ft)	552
Upstream Blk Time (%)	5
Queuing Penalty (veh)	58
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 890



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5: Gray Road & North Site Performance by movement

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Movement	EBL	EBR	NBL	NBT	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	22.5	3.6	10.6	8.4	2.0	1.7	6.5

Intersection: 5: Gray Road & North Site

Movement	EB	NB	NB
Directions Served	LR	L	T
Maximum Queue (ft)	32	31	42
Average Queue (ft)	10	5	2
95th Queue (ft)	31	22	24
Link Distance (ft)	260		3187
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)			0
Queuing Penalty (veh)			0



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
REGION 1  
P.O. BOX 358  
SCARBOROUGH, MAINE 04070-0358

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

June 21, 2019

Derek Caldwell  
Sebago Technics  
75 John Roberts Rd, Suite 4A  
South Portland, ME 04106

RE: Homestead Farms Subdivision  
Falmouth, ME  
Trip Generation Concurrence

Dear Mr. Caldwell:

Based on the information submitted in your letter dated June 20, 2019, the MaineDOT concurs that the proposed Homestead Farms Subdivision project will not require a MaineDOT Traffic Movement Permit (TMP). The proposed facility is not anticipated to result in an increase in peak hour trip generation of more than 99 trip ends. It should be noted that any future projects on the Homestead Farms development site will need to include the anticipated increase in peak hour trip generation of this facility in addition to the anticipated increase in peak hour trip generation of the future development. If the combined anticipated increase in peak hour trips of this project and any future project exceed 99 trip ends, a TMP will be required.

Based upon my review of the site plan, I like to request the following:

1. Based upon the existing issues at the intersection of Route 26 and Mountain Road, please review this location for possible safety improvements.
2. Based upon the proximity of the Route 26 and Mountain Road HCL, please consider locating the site entrance (Bluebird Trail and Route 26) directly across from Mill Road.

If you have any questions or wish to discuss this in more detail, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Randy Illian".

Randy Illian  
Region 1 Traffic Engineer

Cc: Steve Landry, State Traffic Engineer  
file

August 27, 2019

Dawn Emerson  
Land Use Planner  
Town of Falmouth  
271 Falmouth Road  
Falmouth, ME 04105

Subject: Homestead Farms Traffic Peer Review

Hi Dawn:

In accord with your request, T.Y. Lin International (TYLI) is pleased to submit our traffic engineering peer review comments with respect to the proposed Homestead Farms project. Our peer review focused on three specific items for the project: Provision of a left-turn lane on Route 100 at the project driveway; Access Management conditions on Route 100 in the vicinity of the project driveway and Harmon's; and Sight Distance at the Mountain Road driveway.

#### Route 100 Left-Turn Lane

The Applicant conducted a left-turn lane warrant analysis at the project driveway per available national engineering methodologies that had inconclusive findings. Standard warrant thresholds indicate borderline conditions are met for a left-turn lane according to peak hour traffic volumes. Traffic modeling predicts little or no delay for vehicles entering the site, indicating minor disruption to Route 1 traffic. Based upon the analysis provided it is recommended that the Applicant perform a traffic monitoring study following occupancy of the site (full occupancy or 75% occupied units at 5 years or after occupancy begins). The Applicant shall be responsible for all costs associated with the study. The study shall include the following:

- Weekday AM (7-9AM) and PM (3-6PM) peak period turning movement counts shall be performed at the Route 100/Project Driveway. The Applicant shall coordinate the counts with Town staff before proceeding.
- Field vehicle delay and queue information shall be recorded at the Route 100/Project Driveway during the Weekday AM and PM peak periods.
- Crash data shall be obtained for the Route 100/Project Driveway intersection for a minimum of three-years following initial project occupancy. A detailed analysis of crash patterns and contributing factors shall be performed.
- An updated left-turn lane warrant analysis shall be performed.

- If the monitoring study identifies crashes involving vehicles turning left into the site, unacceptable vehicle delays/queues, or the left-turn lane warrant threshold is decisively met, the Applicant shall be responsible for the implementation of mitigation actions via an improvement plan to be approved by the Town and MaineDOT. Mitigation strategies may include turn lanes, pavement markings, signage, turn prohibitions, etc.
- A brief report shall be prepared summarizing the monitoring study results.

Access Management at Route 100 Driveway Area

The Applicant and the Town have been exploring possible driveway configurations in the vicinity of Harmon's Restaurant and the proposed project driveway. Based upon my review of conditions, it is my recommendation that a "shared" driveway be provided that will accommodate movements into a new Harmon's rear parking lot and access/egress movements into the Homestead site.

Sight Distance at Mountain Road Driveway

The Applicant has provided detailed cross-section plans that depicts brush/tree clearing required to attain MaineDOT sight distance standards. The plans indicate that all work can be accomplished within the public right-of-way. The Applicant shall provide a statement confirming no property impacts are anticipated. I would also note that in my professional opinion the driveway will function safely with sight views that meet MaineDOT requirements. .

If you have any questions, please contact me.

Best regards,

T.Y. LIN INTERNATIONAL

A handwritten signature in black ink that reads "Thomas A. Errico". The signature is written in a cursive style with a large initial 'T'.

Thomas A. Errico, PE  
Senior Associate / NE Traffic Engineering Director



November 5, 2019  
16137-01

Mr. Justin Early, P.E. Town Engineer  
Town of Falmouth  
101 Woods Road  
Falmouth, Maine 04105

RE: Homestead Farms Subdivision – Mountain Road Access

Justin,

As requested in the Traffic Peer Review Memo by T.Y. Lin International dated August 27, 2019, this letter serves as confirmation that the proposed clearing along the southern side of Mountain Road is not anticipated to have impacts on abutting properties. This clearing is necessary to provide adequate sight distance for the proposed development access roadway. All clearing is to be within the existing Mountain Road right-of-way.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Caldwell".

Derek Caldwell, P.E., PTOE  
Transportation/Traffic Engineer

DHC/llg

CC:  
Dawn Emerson, Town of Falmouth  
Jay Reynolds, Town of Falmouth  
Tom Errico, T.Y. Lin International

# **Section 13**

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## **Maine DEP / ACOE Approvals, MDEP Stream Determination Memo**



DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RESOURCES

5/6/2019

FIELD DETERMINATION FORM

CONTACT ID 12136

CONTACT

GARY FULLERTON  
75 JOHN ROBERTS DRIVE  
SOUTH PORTLAND, ME 04106  
2072002100

PROPERTY OWNER

MAURICE C. HOTHAM LIVING TRUST  
4 MOUNTAIN ROAD  
FALMOUTH, ME 04105

STAFF KALINICH, JEFFREY

DIRECTIONS

Rte 100 to Mountain Road

SITE TOWN FALMOUTH  
MAP LOT

MEMO

Jeff Kalinich met Gary Fullerton and Dave Chase at the proposed Homestead Farms Subdivision for stream determinations. Four drainages identified on the attached plan were analyzed for stream criteria. These drainages are not a river, stream or brook as defined by the Natural Resources Protection Act. Some of these drainages contain and/or turn into freshwater wetlands as identified on the attached plan. Drainage 4 connects to a river, stream or brook as defined by the Natural Resources Protection Act as identified on the attached plan.

NAME: \_\_\_\_\_

RECEIVED 2/8/2019 SITE VISIT 4/30/2019 COMPLETED 5/3/2019





DEPARTMENT ORDER

IN THE MATTER OF

WEST FALMOUTH	) SITE LOCATION OF DEVELOPMENT ACT
DEVELOPMENT II, LLC	) NATURAL RESOURCES PROTECTION ACT
Falmouth, Cumberland County	) TIER 1 WETLAND ALTERATION
HOMESTEAD FARMS SUBDIVISION	)
L-28341-L3-A-N (approval)	) WATER QUALITY CERTIFICATION
L-28341-TC-B-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 481–489-E and §§ 480-A–480-JJ, Section 401 of the Federal Water Pollution Control Act (33 U. S. C. § 1341), and Chapters 310, 373, 375, and 500 of Department rules, the Department of Environmental Protection has considered the application of WEST FALMOUTH DEVELOPMENT II, LLC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to subdivide a 42.74-acre parcel of land into 68 single-family residential lots, one open space lot with a total of 12.78 acres, and one unspecified size lot labeled as “Unit A Future Commercial Parcel;” the applicant also proposes to retain 15.39 acres of land at the southern end of the property. The project includes an approximately 2,500 foot long road called Bluebird Road that connects between Gray Road (Routes 26 & 100) and Mountain Road, plus eight side roads with a total length of approximately 2,025 feet named Nuthatch Drive, Tyler Drive, Wagon Wheel Lane, Harvest Drive, Goldfinch Drive, Hayloft Drive, Cobblestone Street, and Interurban Lane. The open space lot includes areas that are to be regraded and developed with wet ponds, under drained soil filters, six-foot wide trails, a berm adjacent to the Maine Turnpike, a recreation area, and a community garden area. No development has been reviewed on the future commercial lot. The project is shown on a set of plans and the subdivision plan of the set is titled “Overall Subdivision Plan of Homestead Farms Subdivision, 4 Mountain Road, Falmouth, Maine, for West Falmouth Development II LLC, 56 Gray Road, Falmouth,” prepared by Sebago Technics, and dated March 5, 2019, with a last revision date on any of the plans of January 21, 2020. The project site is located on the west side of Gray Road just south of Mountain Road in the Town of Falmouth.

The applicant is also seeking approval under the Natural Resources Protection Act (NRPA) to fill 11,709 square feet of freshwater wetland to construct the project. See Finding 16 for additional information.

The Department accepted a NRPA Permit by Rule Notification Form (PBR #67981) on June 26, 2019, for activities adjacent to a natural resource and outfall pipes associated

with the proposed project that will be constructed in accordance with Chapter 305, Sections 2 and 7 of the Permit by Rule Standards.

B. Current Use of Site: The site of the proposed project is currently partly an old field and the remaining area is forested. There are no structures on the property. There are two streams on the southern section of the property.

2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be \$2,516,938. The applicant submitted a letter from Gorham Savings Bank, dated June 11, 2019 that states that the bank understands the estimated cost of the project to be \$2,516,938. The letter continues to say that they are interested in working with the applicant on providing financing for this project. The letter also states that based on the bank's extensive history of working with the applicant on many successful projects, it is the bank's opinion that the applicant has the financial capacity and management capability to successfully complete the project.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards provided that prior to the start of construction the applicant must submit evidence of financial capacity to the Department with a condition compliance application for review and approval.

3. TECHNICAL ABILITY:

The applicant also retained the services of Sebago Technics, a professional engineering firm, to provide the resource mapping, design, and engineering of the project. The applicant provided resume information for key persons involved with the project.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

Noise from the routine operation of residential developments are exempt from regulation per Department Rules, Chapter 375, section 10(C)(5)(e).

The applicant proposes to comply with the Sound from Construction of Development limits in Chapter 375, section 10(C)(2) for any night time construction. Noise from the construction of developments between the hours of 7:00 a.m. to 7:00 p.m. or during daylight hours, whichever is longer, is not regulated pursuant to 38 M.R.S. § 484(3)(A).

The Department finds that the applicant has made adequate provision for the control of excessive environmental noise from the proposed project.

5. SCENIC CHARACTER:

The adjacent parcels along the north property line are single-family homes and a church with frontage on Mountain Road. The adjacent parcels along the east property lines have frontage on Gray Road and the existing uses are single-family homes, a small restaurant, and an auction house. The land adjacent to the south side of the project is forested land that will be retained by the applicant. The Maine Turnpike (Interstate 95) is on the western side of the property. The proposed development will have a 15-foot wide perimeter buffer of either retained vegetation or planted vegetation to provide a visual buffer along the northern side of the project with the exception of the proposed road to Mountain Road. The existing forested area and wetlands along Gray Road will be retained with the exception of the proposed road connecting to Gray Road; this area is approximately 160 feet wide. The southern side of the project will be buffered by land retained by the applicant. A berm with a sound/screen wall on top will be created along the western side of the project to shield the project from the Maine Turnpike. Both road entrances to the project will have landscaping to enhance their appearance.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project. In its comments, MDIFW stated that it found no records of any Essential or Significant Wildlife Habitats, or other wildlife habitats of special concern associated with this site. No fisheries concerns were identified. A memorandum from the agent states that the project area was reviewed on April 28, 2016 for the presence of vernal pools; this review indicated that no significant vernal pools exist on the property.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission reviewed the proposed project and stated that there will be historic properties (archaeological or architectural) adversely affected by the proposed undertaking, as defined by Section 106 the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

A 75-foot wide buffer of existing natural vegetation has been retained along the stream on the southern end of the proposed developed area. This area is to remain in its natural state with no development or cutting of vegetation with the exception of a six-foot wide pedestrian trail which will be field located to avoid trees, will be more than 25 feet from the stream, and will involve only clearing of understory and brush from the trail path.

A berm with plantings and a sound/screen wall is proposed on the west side of the property along the Maine Turnpike property. A 15-foot wide buffer of either retained existing trees and bushes or plantings of five to six-foot high evergreen trees is proposed along the northern property line near the existing homes. The existing forested area and wetlands along Gray Road on the east side of the project will be retained with the exception of the proposed road connecting to Gray Road.

Prior to the start of construction, the location of the stream buffer must be permanently marked on the ground with signs that state to the effect that the area is a natural stream buffer that is to remain in a natural state.

The Department finds that the applicant has made adequate provision for buffer strips provided that prior to the start of construction the location of the stream buffer must be permanently marked on the ground with signs that state to the effect that the area is a natural stream buffer that is to remain in a natural state.

9. SOILS:

The applicant submitted a soil survey map and report based on the soils found at the project site. This report was prepared by a certified soils scientist and reviewed by staff from the Division of Environmental Assessment (DEA) of the Bureau of Water Quality (BWQ). Based on the soil information, it is not anticipated that rock removal by blasting will be required for the roadway and the associated infrastructure construction. The DEA's review comments did not note any special geotechnical requirements for the proposed project based on the soils found at the site.

The Department finds that, based on this report, and DEA's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 22.5 acres of developed area of which 7.4 acres is impervious area. It lies within the watershed of the Piscataqua River. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06-096 C.M.R. Chapter 500, effective August 12, 2015). The proposed stormwater management

system consists of two wet ponds, an underdrained soil filter, and two Contech© Filterra® tree boxes.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and revised in response to the comments of, BLR. A homeowners' association will be established that will be responsible for the maintenance of all common facilities including the stormwater management system. The Declaration of Covenants and Restrictions for the association was reviewed and found to meet Department requirements. Prior to the formation of the homeowners' association, the applicant will be responsible for all such maintenance. If the Town of Falmouth intends to accept any portions of the proposed roads upon completion, then applicant may not transfer responsibility for maintenance of the road and maintenance of the elements of the stormwater management system that are located in the road right-of-way to the town until a letter has been submitted from the town to the BLR documenting the town's agreement to maintain both in accordance with the terms of this Order.

The applicant submitted a copy of an executed five-year maintenance contract for the on-going maintenance of the Filterra units. Grit and sediment materials removed from stormwater structures and storm drain lines during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(B).

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential thermal impacts. This mitigation is being achieved by using Best Management Practices (BMPs) that will treat runoff from 96.8% of the impervious area and 87.3% of the developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the General Standards contained in Chapter 500(4)(C).

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500(4)(C).

C. Flooding Standard:

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20 from the U.S.D.A. Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site, with the exception that the post-development peak flow from the site for the two-year storm event at Study Point 1 will be increased by an insignificant amount over the pre-development peak flow from the site, and the peak flow of the receiving water will not be increased as a result of stormwater runoff from the development site.

BLR commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500(4)(F).

Based on the system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500(4)(F) for peak flow from the project site, and channel limits and runoff areas.

Department further finds that the proposed project will meet the Chapter 500 standards for: easements and covenants; management of stormwater discharges; and discharges to freshwater wetlands.

11. GROUNDWATER:

The project site is located over a mapped sand and gravel aquifer with yields generally greater than ten gallons per minute in a properly constructed well. The proposed project does not propose any withdrawal from, or discharge to, the groundwater. The project was reviewed by the DEA and its review did not find any impacts to the aquifer.

The Department finds that the proposed project will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur. Therefore, the Department further finds that the proposed project will not have an unreasonable adverse effect on ground water quality.

12. WATER SUPPLY:

When completed, the proposed project is anticipated to use 18,890 gallons of water per day. Water will be supplied by the Portland Water District. The applicant submitted a letter from the District, dated August 27, 2019, that confirms that the district will be capable of servicing this project.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is estimated to discharge approximately 18,890 gallons of wastewater per day to Falmouth's sanitary sewer system and conveyed to the Falmouth wastewater treatment facility. The applicant submitted a letter from the superintendent of the Falmouth Wastewater Department Sewer District stating that the Falmouth sewage treatment facility and sewer collection systems have adequate capacity to serve the proposed project. This project was reviewed by the Division of Water Quality Management (DWQM) of the BWQ, which commented that the Falmouth treatment plant has a licensed flow limit of 1.56 million gallons per day. Monthly average flows are generally below this limit. The Falmouth Treatment plant has the capacity to treat the proposed flows and is in substantial compliance with its permit and applicable laws and regulations.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 8.4 tons of municipal solid waste per month. All municipal solid wastes from the proposed project will be hauled to Ecomaine single-sort, waste to energy, and landfill facility in Portland by Pine

Tree Waste/Casella. This method of disposal which is currently in substantial compliance with the Maine Solid Waste Management Rules.

Land clearing debris such as stumps and grubblings will be ground or chipped for use as mulch or for use in erosion control on the project. Any excess will be taken to a facility that accepts clean wood waste, used on other projects or sold. This method of disposal is in compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 3,120 cubic yards of construction debris. All construction debris generated will be taken by a non-hazardous waste transporter to Riverside Recycling Facility in Portland and from there it will go to Juniper Ridge Landfill in Old Town. This method of disposal is currently in substantial compliance with the Maine Solid Waste Management Rules.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The proposed project is not located within the 100-year flood plain of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. WETLAND IMPACTS:

The applicant proposes to fill 11,709 square feet of forested wetlands, scrub shrub wetlands, and an existing farm pond to construct the proposed lots and the associated stormwater infrastructure. The proposed project is designed as a residential planned unit development which has a cluster of dense development and a large open space lot. The applicant has avoided wetland impacts by locating the proposed developed areas away from the stream and associated wetlands on the south side of the property and out of the large wetland on the east side of the property. The applicant has minimized wetland impacts by taking advantage of the existing topography and limiting the wetland impacts to the long narrow wetland swales and the farm pond in the middle of the site.

The Department finds that the applicant has avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

17. WATER QUALITY CONSIDERATIONS:

As discussed in Finding 10(A), the applicant proposes to use erosion and sediment controls during construction to minimize impacts to water quality from siltation.



The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 480-A–480-JJ and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- B. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 481–489-E:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards provided that prior to the start of construction the applicant must submit evidence of financial capacity to the Department with a condition compliance application for review and approval.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided that prior to the start of construction the location of the stream buffer must be permanently marked on the ground with signs that state to the effect that the area is a natural stream buffer that is to remain in a natural state.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of WEST FALMOUTH DEVELOPMENT II, LLC to develop a subdivision and alter wetlands as described herein, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit and any applicable municipal approval. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.
5. The applicant shall give a copy of this permit, including the standard conditions, and a copy of the approved subdivision plan to each lot buyer at least 14 days prior to the date of closing on the sale or lease of the lot. The applicant also shall maintain a file containing signed and dated statements by lot buyers or lessees acknowledging that they have received and read their copy of this permit and the subdivision plan prior to the closing on their lot. The file shall also contain a copy of the signed and dated deed or lease containing the restrictive covenants required under this approval. The applicant shall make this file available for inspection upon request by the Department.
6. Prior to the start of construction, the location of the stream buffer shall be permanently marked on the ground with signs that state to the effect that the area is a natural stream buffer that is to remain in a natural state.

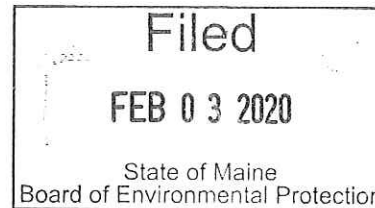
7. Prior to prior to the start of construction, the applicant shall submit evidence of financial capacity to the Bureau of Land Resources with a condition compliance application for review and approval.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 3<sup>RD</sup> DAY OF FEBRUARY, 2020.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:   
For: Gerald D. Reid, Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

CGW/L28341ANBN/ATS#84661, 84663

**Department of Environmental Protection**  
**SITE LOCATION OF DEVELOPMENT (SITE)**  
**STANDARD CONDITIONS**

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse, and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

**(2/81)/Revised December 27, 2011**



## Natural Resources Protection Act (NRPA) Standard Conditions

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THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse, and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

Revised September 2016

## STORMWATER STANDARD CONDITIONS

### STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

**Standard conditions of approval.** Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

- (7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.
- (8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
- (a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
  - (b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.
  - (c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.
  - (d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.
  - (e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.
- (9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.
- (10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.



# DEP INFORMATION SHEET

## Appealing a Department Licensing Decision

**Dated: November 2018**

**Contact: (207) 287-2452**

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### **SUMMARY**

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

### **I. ADMINISTRATIVE APPEALS TO THE BOARD**

#### **LEGAL REFERENCES**

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S. §§ 341-D(4) & 346; the *Maine Administrative Procedure Act*, 5 M.R.S. § 11001; and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 C.M.R. Ch. 2.

#### **DEADLINE TO SUBMIT AN APPEAL TO THE BOARD**

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed more than 30 calendar days after the date on which the Commissioner's decision was filed with the Board will be dismissed unless notice of the Commissioner's license decision was required to be given to the person filing an appeal (appellant) and the notice was not given as required.

#### **HOW TO SUBMIT AN APPEAL TO THE BOARD**

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017. An appeal may be submitted by fax or e-mail if it contains a scanned original signature. It is recommended that a faxed or e-mailed appeal be followed by the submittal of mailed original paper documents. The complete appeal, including any attachments, must be received at DEP's offices in Augusta on or before 5:00 PM on the due date; materials received after 5:00 pm are not considered received until the following day. The risk of material not being received in a timely manner is on the sender, regardless of the method used. The appellant must also send a copy of the appeal documents to the Commissioner of the DEP; the applicant (if the appellant is not the applicant in the license proceeding at issue); and if a hearing was held on the application, any intervenor in that hearing process. All of the information listed in the next section of this information sheet must be submitted at the time the appeal is filed.



### **INFORMATION APPEAL PAPERWORK MUST CONTAIN**

Appeal materials must contain the following information at the time the appeal is submitted:

1. *Aggrieved Status.* The appeal must explain how the appellant has standing to maintain an appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions regarding compliance with the law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing requirements that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for public hearing must be filed as part of the notice of appeal, and must include an offer of proof in accordance with Chapter 2. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed evidence must be submitted with the appeal. The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered in an appeal only under very limited circumstances. The proposed evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Specific requirements for supplemental evidence are found in Chapter 2 § 24.

### **OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD**

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made easily accessible by the DEP. Upon request, the DEP will make application materials available during normal working hours, provide space to review the file, and provide an opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a license holder may proceed with a project pending the outcome of an appeal, but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

## WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, and will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, any materials submitted in response to the appeal, and relevant excerpts from the DEP's application review file will be sent to Board members with a recommended decision from DEP staff. The appellant, the license holder if different from the appellant, and any interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. The appellant and the license holder will have an opportunity to address the Board at the Board meeting. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the license holder, and interested persons of its decision.

## II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see 38 M.R.S. § 346(1); 06-096 C.M.R. Ch. 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

## ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452, or for judicial appeals contact the court clerk's office in which your appeal will be filed.

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**Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.**

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REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 VIRGINIA ROAD  
CONCORD, MASSACHUSETTS 01742-2751

MAINE GENERAL PERMIT (GP)  
AUTHORIZATION LETTER AND SCREENING SUMMARY

DAVID CHASE  
C/O WEST FALMOUTH DEVELOPMENT II, LLC  
56 GRAY ROAD  
FALMOUTH, MAINE 04105

CORPS PERMIT # NAE-2019-01472  
CORPS GP ID# non-screen  
STATE ID# L-28341-TC-B-N

DESCRIPTION OF WORK:

Place permanent fill in 11,709 s.f. of freshwater wetlands off Routes 100/26 and Mountain Road at Falmouth, Maine in order to construct associated infrastructure for a 68-unit single-family residence subdivision. This work is shown on the attached plans entitled "SITE LOCATION MAP" in one sheet dated "02/21/2019", "OVERALL GRADING AND DRAINAGE PLAN" in one sheet dated "05-24-19" and "WETLAND IMPACT PLAN" in six sheets dated "06-06-19".  
See ADDITIONAL CONDITIONS attached.

LAT/LONG COORDINATES: 43.745101° N -70.299725° W USGS QUAD: PORTLAND WEST, ME

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the **Maine General Permit (GP)** which can be found at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/> Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 37 of the GP (page 16) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 13, 2020. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 13, 2021.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [ X ], ISSUED [ ], DENIED [ ] DATE \_\_\_\_\_

APPLICATION TYPE: PBR: \_\_\_\_\_, TIER 1: X, TIER 2: \_\_\_\_\_, TIER 3: \_\_\_\_\_, LURC: \_\_\_\_\_, DMR LEASE: \_\_\_\_\_, NA: \_\_\_\_\_

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: non-screen LEVEL OF REVIEW: CATEGORY 1: \_\_\_\_\_ CATEGORY 2: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 \_\_\_\_\_, 404 X, 10/404 \_\_\_\_\_, 103 \_\_\_\_\_

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 978-318-8676 at our Augusta, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=136:4:0](http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0)

Colin M. Greenan  
COLIN M. GREENAN  
PROJECT MANAGER  
MAINE PROJECT OFFICE

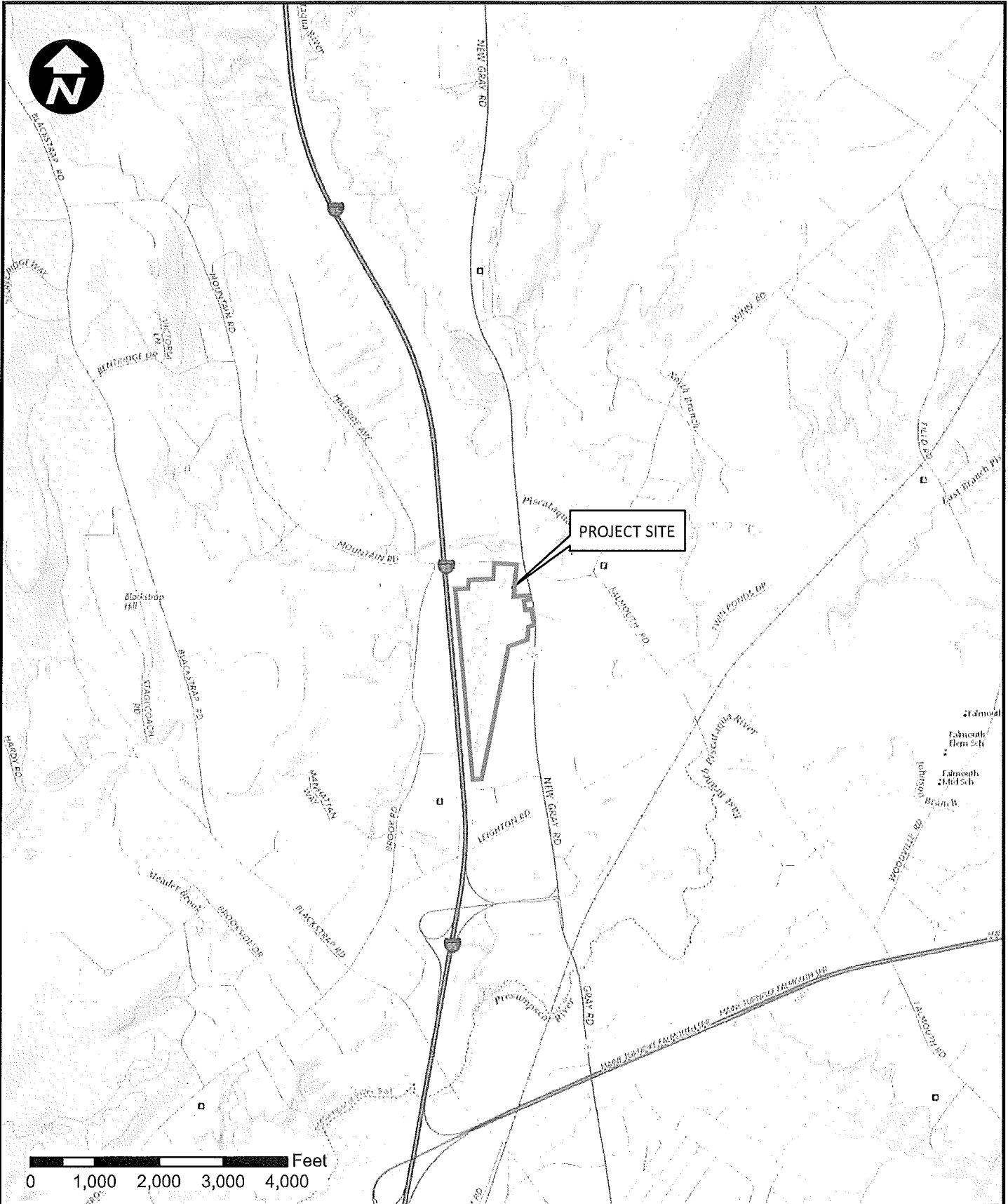
Jay L. Clement 7/11/19  
LINDSEY E. LEFEBVRE  
DATE  
CHIEF, PERMITS & ENFORCEMENT BRANCH  
REGULATORY DIVISION



**US Army Corps  
of Engineers®**  
New England District

**PLEASE NOTE THE FOLLOWING ADDITIONAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
GENERAL PERMIT  
NO. NAE-2019-01472**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work. **The forms are attached after the plans.**
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices shall be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.
4. All exposed soils resulting from the construction shall be promptly seeded and mulched in order to achieve vegetative stabilization.
5. This permit authorizes impacts to only those areas of wetlands/waterway shown on the attached plans. No other filling, clearing or other disturbance in waters of the United States shall occur without the necessary authorization from the Corps.
6. In the event additional wetland/waterway fill is authorized and the cumulative impacts exceed the more than minimal threshold of the Maine General Permit, the permittee may be responsible to provide appropriate compensatory mitigation to compensate for these impacts.
7. No tree cutting shall occur between June 1<sup>st</sup> and July 31<sup>st</sup> of any year and to the maximum extent practicable, tree cutting shall occur between October 16<sup>th</sup> and April 9<sup>th</sup> of any year in order to minimize potential impacts to federally threatened northern long-eared bats.



**SEBAGO**  
TECHNICS

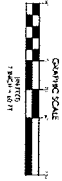
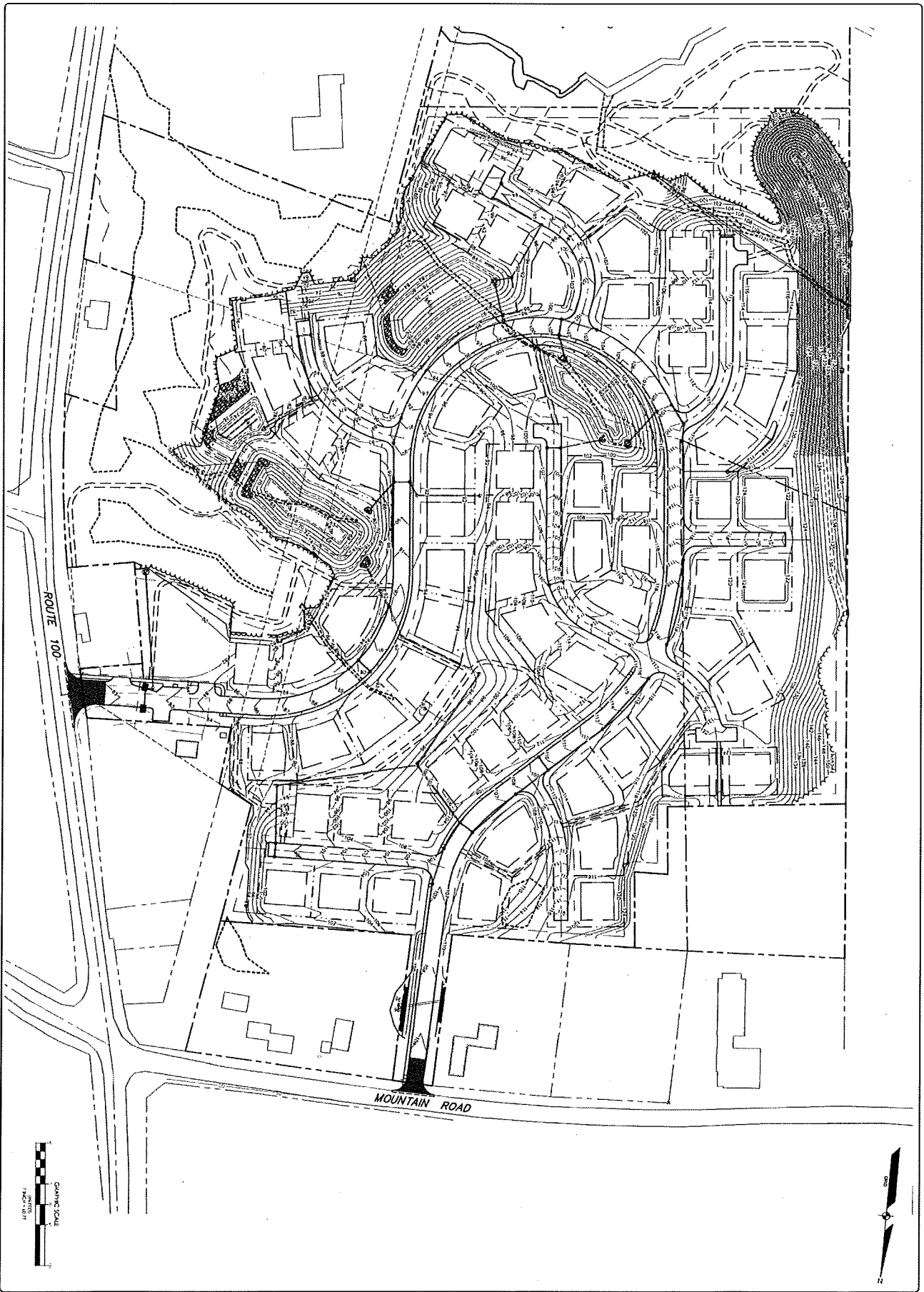
WWW.SEBAGOTECHNICS.COM  
75 John Roberts Rd. - Suite 4A  
South Portland, ME 04106  
Tel: 207-260-2100

**TITLE** SITE LOCATION MAP  
**FOR:** HOMESTEAD ACRES, LLC, 56 GRAY ROAD, FALMOUTH, ME

**SCALE:** 1" = 2,000'  
**DATE:** 02/21/2019

**LOCATION:**  
4 Mountain Road  
Falmouth, ME

**INFORMATION:**  
USGS Quadrangle: Portland West, Cumberland-Center



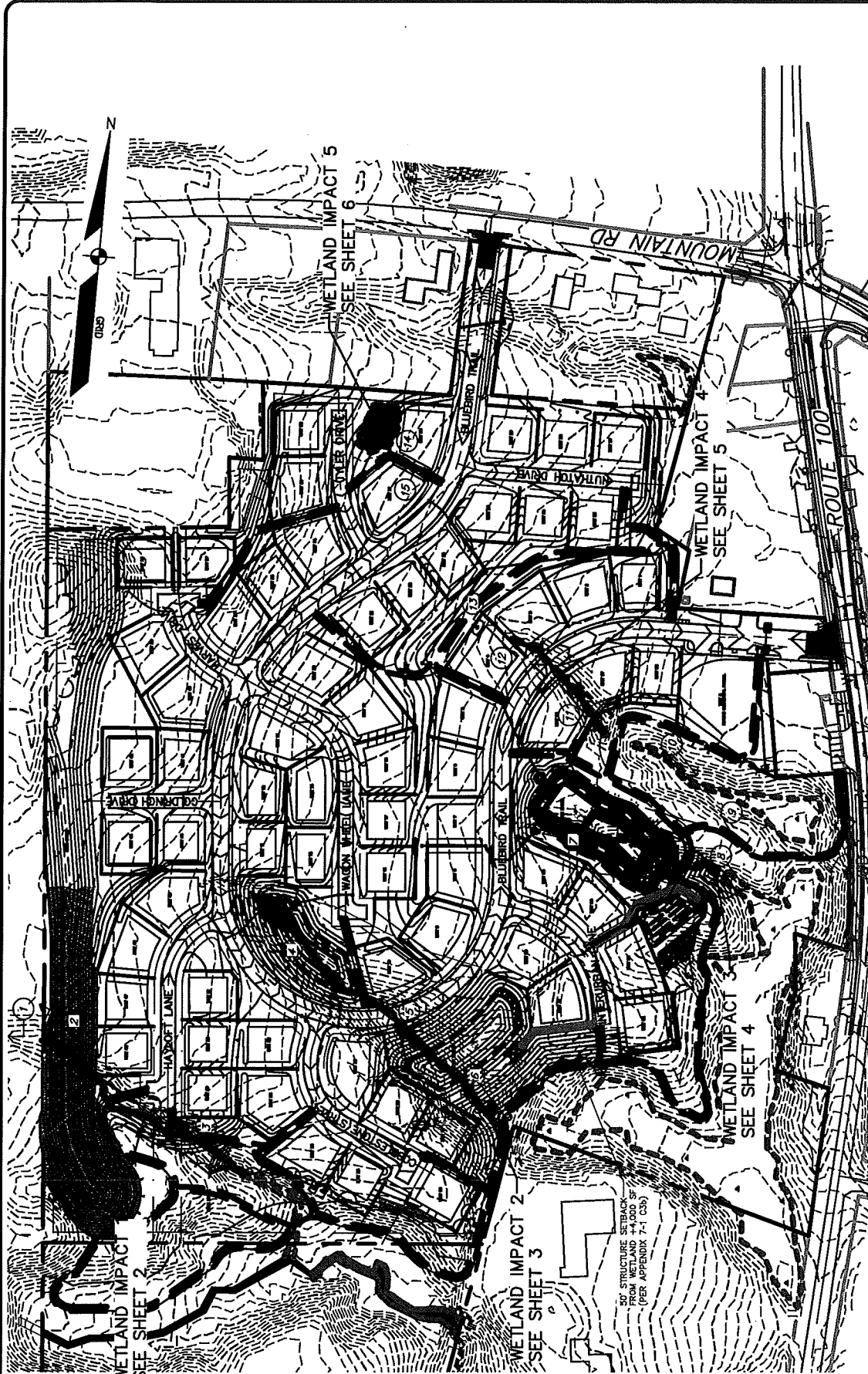
1613170.dwg TAB 0 - OVERALL  
**OVERALL GRADING AND DRAINAGE PLAN**  
 OF  
**HOMESTEAD FARMS SUBDIVISION**  
 4 MOUNTAIN ROAD  
 FALMOUTH, MAINE  
 FOR  
**WEST FALMOUTH DEVELOPMENT II, LLC**  
 26 GRAY ROAD  
 FALMOUTH, MAINE

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NO.	DATE	STATUS
C	RAM 05-24-19	REVISED PER TOWN & DEP COMMENTS
B	RAM 04-05-19	REVISED PER TOWN SEWER COMMENTS
A	RAM 03-06-19	TOWN SUBMISSION - PRELIMINARY SUBDIVISION
REV. BY:	DATE	
THIS PLAN SHALL NOT BE USED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICALS, INC. ANY ALTERATIONS, ADDITIONS OR DELETIONS, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICALS, INC.		

ROBERT A. MURPHY, P.E. 0590

05-24-19



TOTAL WETLAND IMPACT = 11,709 S.F.  
 TOTAL WETLAND CUT = 479 C.Y.  
 TOTAL WETLAND FILL = 3,866 C.Y.

SCALE: 1"=200'  
 DATE: 06-06-19  
 SHEET: 1 OF 6

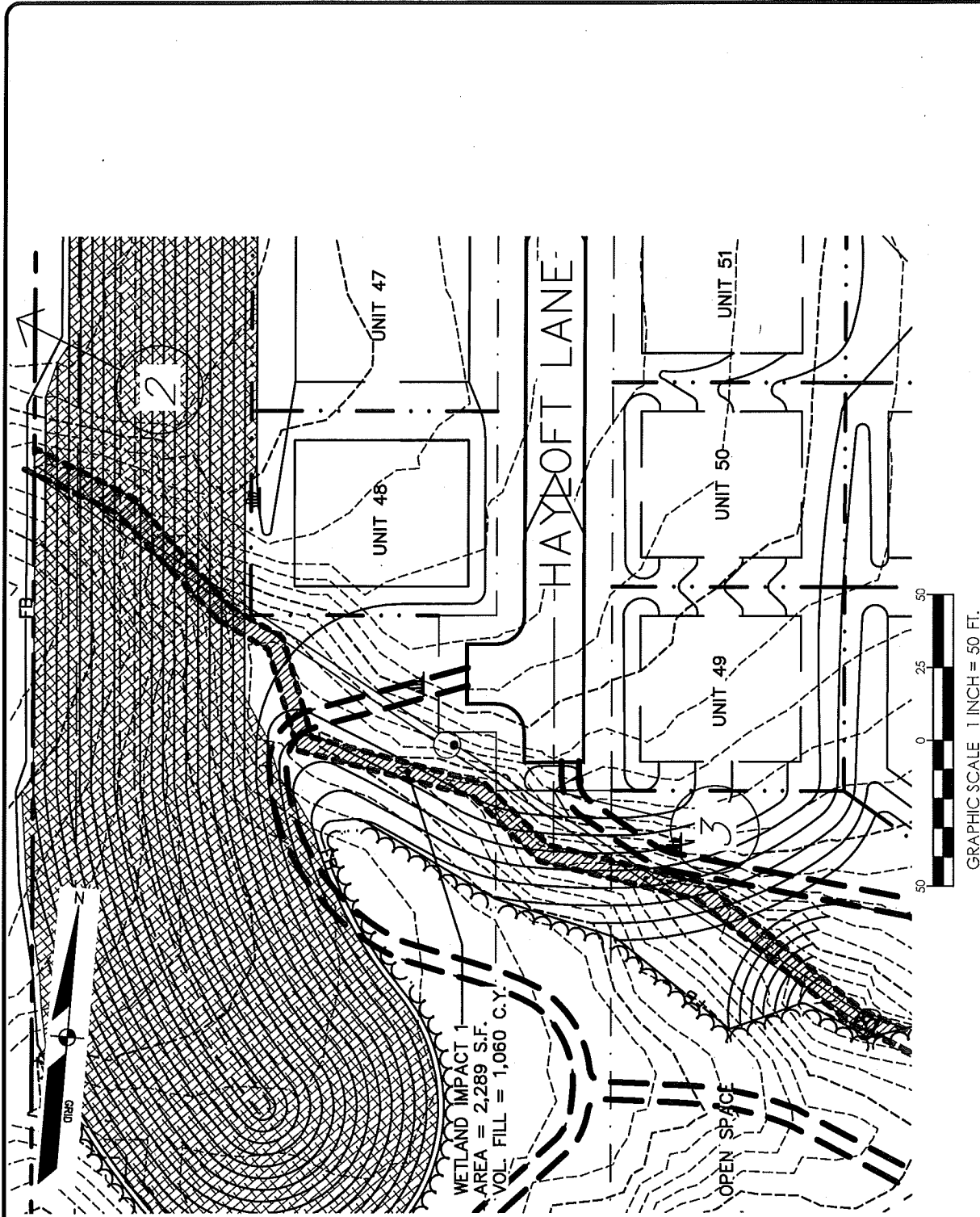
FOR: WEST FALMOUTH DEVELOPMENT II, LLC  
 FALMOUTH, MAINE

LOCATION: 4 MOUNTAIN ROAD  
 FALMOUTH, MAINE

OVERALL WETLAND IMPACT PLAN  
 OF HOMESTEAD FARMS SUBDIVISION

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 TEL: 207-830-2100

16137WET.dwg, TAB: WET-1



GRAPHIC SCALE 1 INCH = 50 FT.

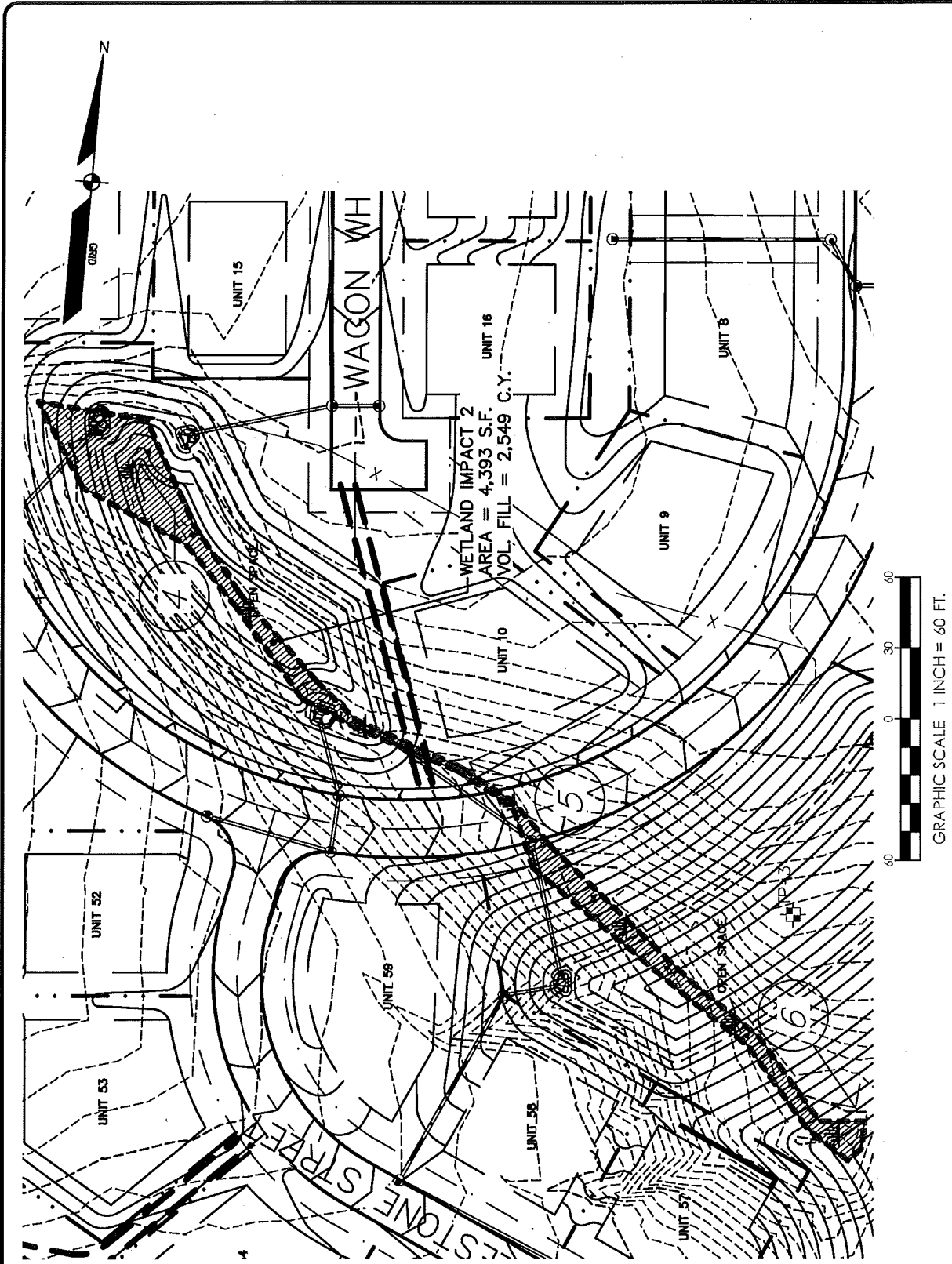
SCALE:	1"=50'
DATE:	06-06-19
SHEET:	2 OF 6

FOR: WEST FALMOUTH DEVELOPMENT II, LLC  
FALMOUTH, MAINE

LOCATION: 4 MOUNTAIN ROAD  
FALMOUTH, MAINE

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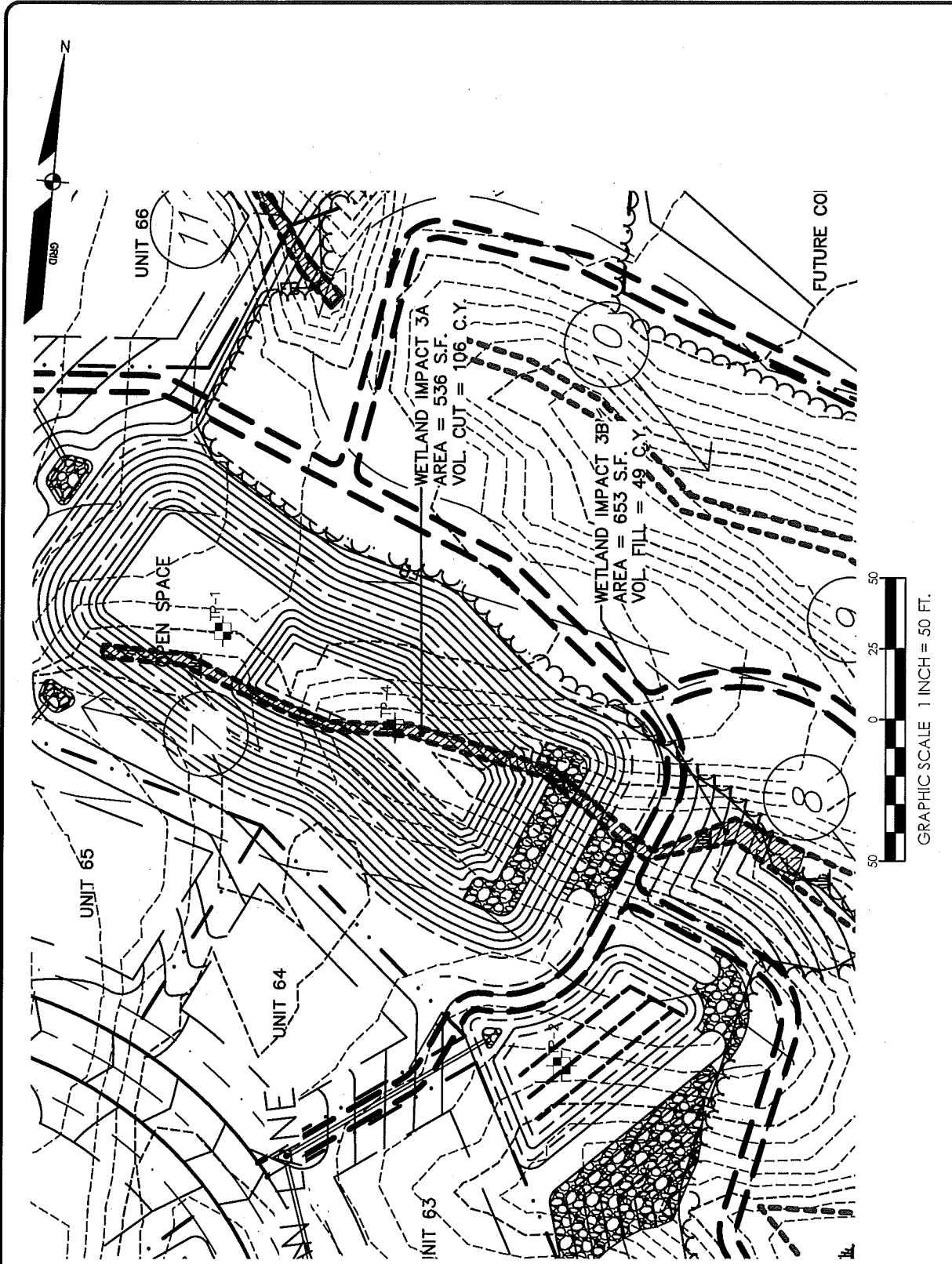
SCALE: 1"=60'  
 DATE: 06-06-19  
 SHEET: 3 OF 6

FOR: WEST FALMOUTH DEVELOPMENT II, LLC  
 FALMOUTH, MAINE

LOCATION: 4 MOUNTAIN ROAD  
 FALMOUTH, MAINE

WETLAND IMPACT PLAN: AREA 2  
 OF HOMESTEAD FARMS SUBDIVISION

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 Tel. 207-206-2100



SCALE: 1"=50'  
 DATE: 06-06-19  
 SHEET: 4 OF 6

WETLAND IMPACT PLAN: AREA 3  
 OF HOMESTEAD FARMS SUBDIVISION

FOR: WEST FALMOUTH DEVELOPMENT II, LLC  
 FALMOUTH, MAINE

LOCATION: 4 MOUNTAIN ROAD  
 FALMOUTH, MAINE

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 75 John Roberts Rd.  
 Sutter 4A  
 South Portland, ME 04106  
 Tel. 207-830-2100

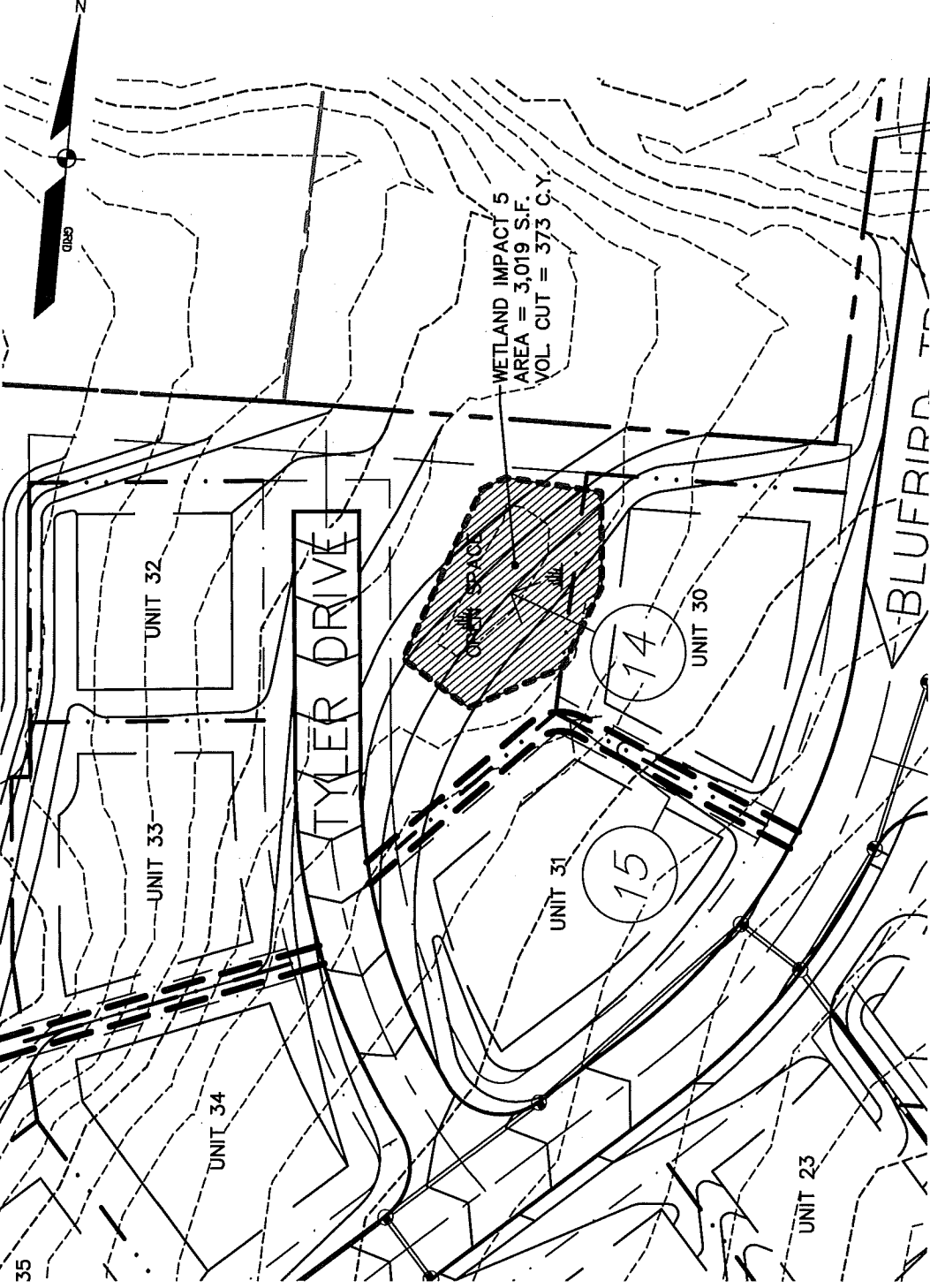


SCALE: 1"=50'  
 DATE: 06-06-19  
 SHEET: 5 OF 6

FOR: WEST FALMOUTH DEVELOPMENT II, LLC  
 FALMOUTH, MAINE

LOCATION: 4 MOUNTAIN ROAD  
 FALMOUTH, MAINE

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 Suite 4A  
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 Tel. 207-888-2100



SCALE: 1"=50'

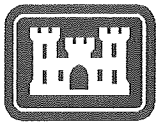
DATE: 06-06-19

SHEET: 6 OF 6

FOR: WEST FALMOUTH DEVELOPMENT II, LLC  
FALMOUTH, MAINE

LOCATION: 4 MOUNTAIN ROAD  
FALMOUTH, MAINE

**SEBAGO**  
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South Portland, ME 04106  
Tel. 207-800-2100



**US Army Corps  
of Engineers**®  
New England District

**GENERAL PERMIT  
WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before work begins)

**MAIL TO:** Colin M. Greenan  
U.S. Army Corps of Engineers, New England District  
Maine Project Office  
442 Civic Center Drive, Suite 350  
Augusta, Maine 04330

A Corps of Engineers Permit (NAE-2019-01472) was issued to David Chase c/o West Falmouth Development II, LLC. The permit authorized the permittee to place permanent fill in 11,709 s.f. of freshwater wetlands off 4 Mountain Road at Falmouth, Maine in order to construct associated infrastructure for a 68-unit single-family residence subdivision.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: \_\_\_\_\_  
\_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ (     ) \_\_\_\_\_

Proposed Work Dates: Start: \_\_\_\_\_

Finish: \_\_\_\_\_

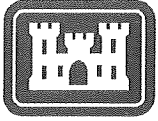
PERMITTEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

*FOR USE BY THE CORPS OF ENGINEERS*

Project Manager: GREENAN Submittals Required: No

Inspection Recommendation: Maine General Permit compliance



**US Army Corps  
of Engineers®**  
New England District

(Minimum Notice: Permittee must sign and return notification within one month of the completion of work.)

**COMPLIANCE CERTIFICATION FORM**

**Corps of Engineers Permit No:** NAE-2019-01472

**Name of Permittee:** David Chase c/o West Falmouth Development II, LLC

**Permit Issuance Date:** 7/11/2019

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

\*\*\*\*\*  
 \* MAIL TO: U.S. Army Corps of Engineers, New England District \*  
 \* Policy & Technical Support Branch \*  
 \* Regulatory Division \*  
 \* 696 Virginia Road \*  
 \* Concord, Massachusetts 01742-2751 \*  
 \*\*\*\*\*

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

**I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.**

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Work Completion

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Telephone Number

# **Section 14**

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## **Geotechnical Evaluation of Proposed Turnpike Berm**

# REPORT

19-1080 S

January 31, 2020

## Explorations and Geotechnical Engineering Services

Proposed Homestead Farms Subdivision  
Sound Barrier Berm  
Mountain Road  
Falmouth, Maine

**Prepared For:**

West Falmouth Development II, LLC  
Attention: David Chase  
875 Princess Point Road  
Yarmouth, Maine 04096

**Prepared By:**

S. W. Cole Engineering, Inc.  
286 Portland Road  
Gray, Maine 04039  
T: 207-657-2866



- *Geotechnical Engineering*
- *Construction Materials Testing and Special Inspections*
- *GeoEnvironmental Services*
- *Test Boring Explorations*

[www.swcole.com](http://www.swcole.com)



## TABLE OF CONTENTS

1.0 INTRODUCTION .....	1
1.1 Scope and Purpose .....	1
1.2 Site and Proposed Construction .....	1
2.0 EXPLORATION AND TESTING .....	2
2.1 Explorations .....	2
2.2 Testing .....	2
3.0 SUBSURFACE CONDITIONS .....	2
3.1 Soil and Bedrock .....	2
3.2 Groundwater .....	3
4.0 EVALUATION AND RECOMMENDATIONS .....	3
4.1 General Findings .....	3
4.2 Global Stability Evaluation .....	4
4.3 Subgrade Preparation & Embankment Construction .....	4
4.4 Excavation and Dewatering .....	5
4.5 Fill, Backfill and Compaction .....	5
4.6 Weather Considerations .....	6
4.7 Design Review and Construction Testing .....	6
4.8 Recommendations for Additional Study .....	7
5.0 CLOSURE .....	7
Appendix A	Limitations
Appendix B	Figures
Appendix C	Exploration Logs & Key
Appendix D	Computations

19-1080 S

January 31, 2020

West Falmouth Development II, LLC  
Attention: David Chase  
875 Princess Point Road  
Yarmouth, Maine 04096

Subject: Explorations and Geotechnical Engineering Services  
Proposed Homestead Farms Subdivision Sound Barrier Berm  
Mountain Road  
Falmouth, Maine

Dear Dave:

In accordance with our Agreement, dated January 3, 2020, we have performed subsurface explorations for the subject project. This report summarizes our findings and geotechnical recommendations and its contents are subject to the limitations set forth in Appendix A.

## **1.0 INTRODUCTION**

### **1.1 Scope and Purpose**

The purpose of our services was to obtain subsurface information at the site in order to assess global stability of a proposed sound barrier berm associated with the proposed subdivision development. Our scope of services included two test boring explorations, soils laboratory testing, a geotechnical analysis of the subsurface findings and preparation of this report.

### **1.2 Site and Proposed Construction**

We understand the Homestead Farms subdivision is to be located on the south side of Mountain Road, east of the Maine Turnpike alignment, in Falmouth, Maine. A fill embankment berm is proposed along the western side of the subdivision to act as a sound barrier from the Maine Turnpike. The berm alignment currently consists of undeveloped wooded area with some relatively steep erosional drainage channels to

the south. Historic aerial imagery indicates fills were placed in the southern portion of the site in the 1950's. We understand the berm height will vary from approximately 5 to 26 feet above existing grades, being greatest at the southern end, and will have slopes varying from 3H:1V to 2H:1V. A storm drain will cross beneath the southern end of the berm, set within an existing erosional channel. We understand permit conditions require an assessment of global stability for the proposed berm

Proposed and existing site features are shown on the "Exploration Location Plan" attached in Appendix B.

## **2.0 EXPLORATION AND TESTING**

### **2.1 Explorations**

Two test borings (B-1 and B-2) were made at the site on January 24, 2020 by New England Boring Contractors of Hermon, Maine. The exploration locations were selected and established in the field by S. W. Cole Engineering, Inc. (S.W.COLE) using GPS. The approximate exploration locations are shown on the "Exploration Location Plan" attached in Appendix B. Logs of the explorations and a key to the notes and symbols used on the logs are attached in Appendix C. The elevations shown on the logs were estimated based on topographic information shown on the "Exploration Location Plan".

### **2.2 Testing**

The test borings were drilled using a combination of hollow-stem augers and cased wash-boring techniques. The soils were sampled at 5 foot intervals using a split spoon sampler and Standard Penetration Testing (SPT) methods. SPT blow counts are shown on the logs. The samples obtained from the borings were returned to our laboratory for further visual classification.

## **3.0 SUBSURFACE CONDITIONS**

### **3.1 Soil and Bedrock**

Underlying a surficial layer of forest duff and topsoil, boring B-1 encountered loose uncontrolled fill soils to a depth of about 4 feet. The fill soils consisted of loose brown silt and sand with rootlets. Underlying the fill, boring B-1 encountered medium dense to

dense native sand with varying portions of silt, gravel, cobbles and boulders. A refusal surface (probable bedrock) was encountered in boring B-1 at a depth of 35.6 feet.

Underlying a surficial layer of forest duff and topsoil, boring B-2 encountered loose uncontrolled fill soils to a depth of about 16.5 feet. The fill soils consisted of gray-brown and gray clayey silty sand and clayey silt and sand with trace organics. Underlying the fill, boring B-2 encountered medium dense to dense native sand with varying portions of silt and gravel. This boring was terminated in the dense sand at a depth of 22 feet.

Not all the strata were encountered at each exploration; refer to the attached logs for more detailed subsurface information.

### **3.2 Groundwater**

The soils encountered at the test borings were damp to moist from the ground surface. Wet to saturated soils were encountered at boring B-1 at a depth of about 25 feet and at boring B-2 at a depth of about 15 feet. Groundwater likely becomes perched in the silty fill soils. Long term groundwater information is not available. It should be anticipated that groundwater levels will fluctuate, particularly in response to periods of snowmelt and precipitation, as well as changes in site use.

## **4.0 EVALUATION AND RECOMMENDATIONS**

### **4.1 General Findings**

Based on the subsurface findings, the proposed construction appears feasible from a geotechnical standpoint. The principle geotechnical considerations include:

- Construction of the proposed berm appears feasible. Our global stability analyses indicates adequate factor of safety against a deep rotational failure.
- All forest duff, topsoil, stumps, organics, and loose or eroded soils should be removed from beneath the proposed berm prior to placing fills.
- The proposed berm should be constructed with compacted Common Borrow. An initial layer of cleaner compacted Granular Borrow for Underwater Backfill should

be placed over prepared subgrades, particularly when wet and when backfilling the existing erosional channels.

- Additional explorations should be performed as the project progresses to further define the extents of the fill soils.

**4.2 Global Stability Evaluation**

We performed global stability analyses for the proposed berm. The stability evaluation was made using a two-dimensional stability model and RocScience Slide 2018 computer software. Our global stability analysis utilized a method of slices assuming moment equilibrium, and was based on: 1) our current understanding of the project; 2) subsurface information obtained at the explorations, and; 3) proposed and existing site grades shown on Sheet 1. Our analysis indicates the following safety factors against a deep rotational failure for the long-term post-construction and transient seismic cases:

Model	Safety Factor	
	Static Case	Seismic Case
Section A: Southern End of Berm; Transverse to Slope	1.65	1.28
Section B: Southern End of Berm; Parallel to Slope	1.49	1.13

Safety factors of 1.3 are considered acceptable for slopes not supporting structures for long-term conditions and safety factors of 1.1 are considered acceptable for seismic loading conditions. Based on our analysis, the factors of safety against a deep rotational failure are at or above the acceptable thresholds for the proposed construction provided the geotechnical recommendations presented herein are followed. Our analysis indicates shallow sloughing of the berm slopes could occur during times of heavy precipitation or water infiltration; we recommend the berm be surfaced with a layer of clayey loam to reduce water infiltration into the embankment. Slope stability output graphics are attached in Appendix D.

**4.3 Subgrade Preparation & Embankment Construction**

We recommend that site preparation begin with the construction of an erosion control system to protect adjacent drainage ways and areas outside the construction limits. Forest duff, topsoil, stumps, organics, and loose or eroded soils should be completely removed from areas of proposed fill and construction. As much vegetation as possible

should remain outside the construction areas to lessen the potential for erosion and site disturbance.

Following removal of organics, fill embankments over wet areas should be built by placing a minimum of 24 inches of compacted free-draining sand and gravel, such as Granular Borrow for Underwater Backfill, followed by compacted Common Borrow. We recommend continuous benching into the native ground surface during placement of embankment and fill slope material. Fill slope faces should be constructed as level benches and should be overbuilt to facilitate compaction. The final slope faces should be constructed by cutting back into the compacted core to the proper dimensions and elevations. The berm should be surfaced with a layer of clayey loam and seeded to reduce water infiltration into the embankment.

#### **4.4 Excavation and Dewatering**

Excavation work will generally encounter uncontrolled fills and native sandy soils. Care must be exercised during construction to limit disturbance of the bearing soils. Earthwork and grading activities should occur during drier, non-freezing weather of Spring, Summer and Fall. Rubber tired construction equipment should not operate directly on the silty and clayey subgrades, when wet.

Vibrations from construction should be controlled below threshold limits of 0.5 in/sec for structures, water supply wells and infrastructure within 500 feet of the project site. More restrictive vibration limits may be warranted in specific cases with sensitive equipment, historic structures or artifacts on-site or within close proximity.

Ditching, sumping and pumping should be adequate to control water in excavations and subgrades below the proposed berm.

#### **4.5 Fill, Backfill and Compaction**

We recommend the following fill and backfill materials: recycled products must also be tested in accordance with applicable environmental regulations and approved by a qualified environmental consultant.

Common Borrow: Fill to raise grades for the proposed berm should be non-organic compactable earth meeting the requirements of 2014 MaineDOT Standard Specification 703.18 Common Borrow.

Granular Borrow: Fill to raise grades over wet subgrades should be sand meeting the requirements of 2014 MaineDOT Standard Specification 703.19 Granular Borrow for Underwater Backfill.

Reuse of Site Soils: The non-organic on-site soils appear suitable for reuse as Common Borrow to construct the berm, provided they are at a compactable moisture content at the time of reuse.

Placement and Compaction: Fill should be placed in horizontal lifts and compacted such that the desired density is achieved throughout the lift thickness with 3 to 5 passes of the compaction equipment. Loose lift thicknesses for grading, fill and backfill activities should not exceed 12 inches. We recommend fill for the berm be compacted to at least 92 percent of its maximum dry density as determined by ASTM D-1557.

#### **4.6 Weather Considerations**

Construction activity should be limited during wet and freezing weather and the site soils may require drying or thawing before construction activities may continue. The contractor should anticipate the need for water to temper fills in order to facilitate compaction during dry weather. If construction takes place during cold weather, subgrades must be protected during freezing conditions. Fill must not be placed on frozen soil.

#### **4.7 Design Review and Construction Testing**

S.W.COLE should be retained to review the construction documents prior to bidding to determine that our earthwork recommendations have been properly interpreted and implemented.

A soils testing program should be implemented during construction to observe compliance with the design concepts, plans, and specifications. S.W.COLE is available to observe earthwork activities and provide field and laboratory testing of soils.

**4.8 Recommendations for Additional Study**

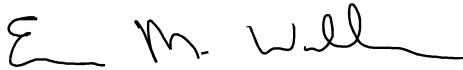
We recommend additional explorations be performed at the site to further explore the extents of uncontrolled fills, as encountered in boring B-2.

**5.0 CLOSURE**

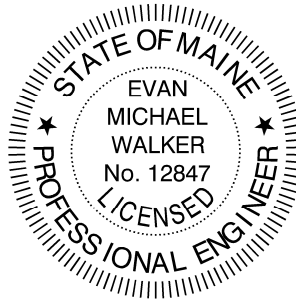
It has been a pleasure to be of assistance to you with this phase of your project. We look forward to working with you during the construction phase of the project.

Sincerely,

**S. W. Cole Engineering, Inc.**

A handwritten signature in black ink that reads 'E. M. Walker'.

Evan M. Walker, P.E.  
Geotechnical Engineer



EMW:tjb



## **APPENDIX A**

### **Limitations**

This report has been prepared for the exclusive use of West Falmouth Development II, LLC for specific application to the proposed Homestead Farms Subdivision Sound Barrier Berm on Mountain Road in Falmouth, Maine. S. W. Cole Engineering, Inc. (S.W.COLE) has endeavored to conduct our services in accordance with generally accepted soil and foundation engineering practices. No warranty, expressed or implied, is made.

The soil profiles described in the report are intended to convey general trends in subsurface conditions. The boundaries between strata are approximate and are based upon interpretation of exploration data and samples.

The analyses performed during this investigation and recommendations presented in this report are based in part upon the data obtained from subsurface explorations made at the site. Variations in subsurface conditions may occur between explorations and may not become evident until construction. If variations in subsurface conditions become evident after submission of this report, it will be necessary to evaluate their nature and to review the recommendations of this report.

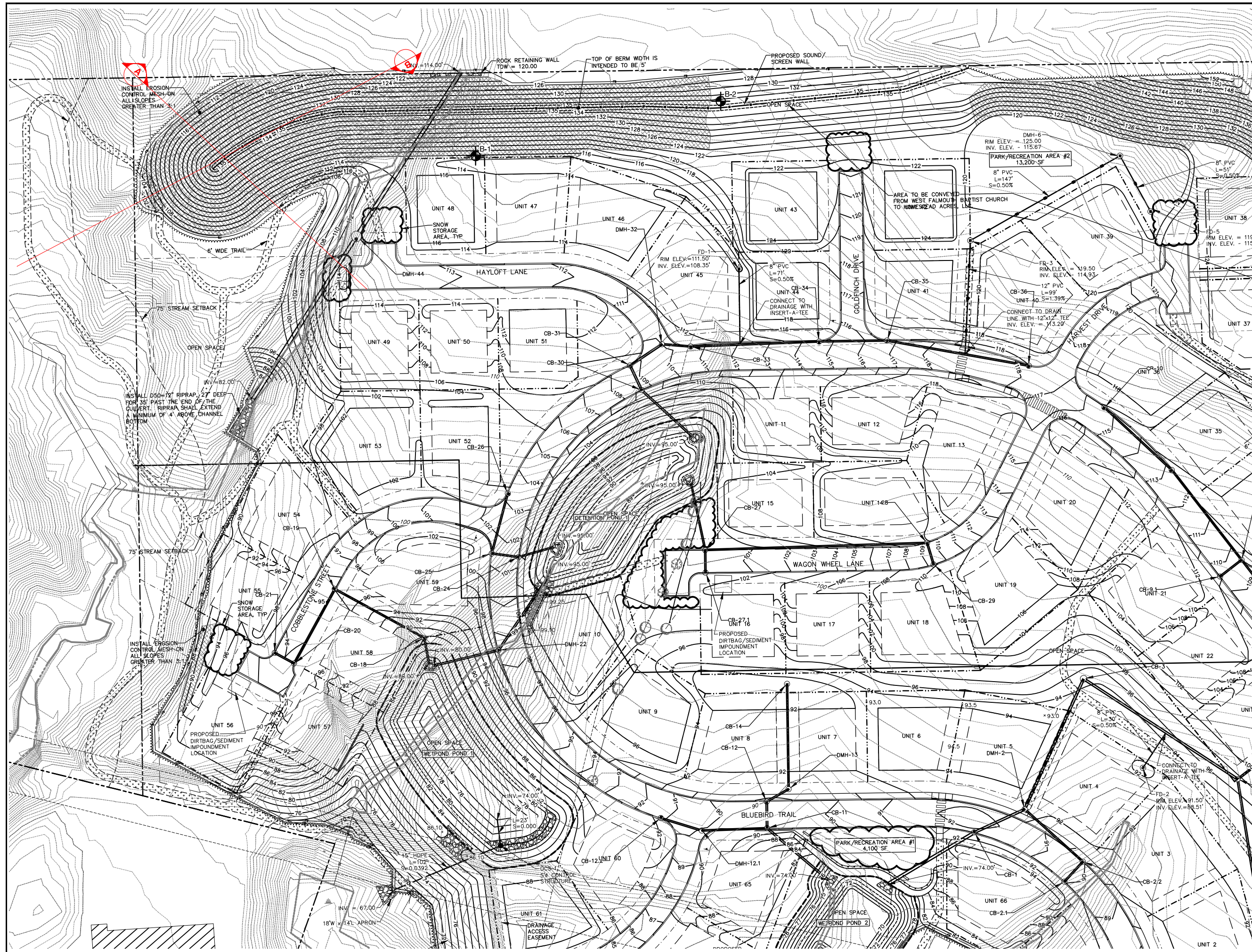
Observations have been made during exploration work to assess site groundwater levels. Fluctuations in water levels will occur due to variations in rainfall, temperature, and other factors.

S.W.COLE's scope of services has not included the investigation, detection, or prevention of any Biological Pollutants at the project site or in any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Recommendations contained in this report are based substantially upon information provided by others regarding the proposed project. In the event that any changes are made in the design, nature, or location of the proposed project, S.W.COLE should review such changes as they relate to analyses associated with this report. Recommendations contained in this report shall not be considered valid unless the changes are reviewed by S.W.COLE.

## **APPENDIX B**

### **Figures**

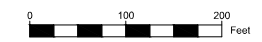


**LEGEND:**

 APPROXIMATE BORING LOCATION

**NOTES:**

1. EXPLORATION LOCATION PLAN WAS PREPARED FROM A 1"=40' SCALE PLAN OF THE SITE ENTITLED "GRADING PLAN," PREPARED BY SEBAGO TECHNICS, DATED 12/18/2019.
2. THE BORINGS WERE LOCATED IN THE FIELD BY GPS SURVEY BY S. W. COLE ENGINEERING, INC. USING A MAPPING GRADE TRIMBLE GPS RECEIVER.
3. THIS PLAN SHOULD BE USED IN CONJUNCTION WITH THE ASSOCIATED S. W. COLE ENGINEERING, INC. GEOTECHNICAL REPORT.
4. THE PURPOSE OF THIS PLAN IS ONLY TO DEPICT THE LOCATION OF THE EXPLORATIONS IN RELATION TO THE EXISTING CONDITIONS AND PROPOSED CONSTRUCTION AND IS NOT TO BE USED FOR CONSTRUCTION.



**S.W. COLE ENGINEERING, INC.**

WEST FALMOUTH DEVELOPMENT II, LLC.  
**EXPLORATION LOCATION PLAN**  
 PROPOSED HOMESTEAD FARM SUBDIVISION BUFFER BERM  
 MOUNTAIN ROAD  
 FALMOUTH, MAINE

Job No.: 19-1080      Scale: 1" = 40'  
 Date: 01/29/2020      Sheet: 1

1/29/2020 10:00 AM C:\DWG\19-1080\19-1080-01.dwg PLOT: 1/29/2020 10:00 AM S:\S.W. COLE ENGINEERING, INC.

## **APPENDIX C**

### **Exploration Logs and Key**



# BORING LOG

**BORING NO.:** B-1  
**SHEET:** 1 of 1  
**PROJECT NO.:** 19-1080  
**DATE START:** 1/24/2019  
**DATE FINISH:** 1/24/2019

**CLIENT:** West Falmouth Development II, LLC  
**PROJECT:** Proposed Homestead Farms Subdivision Buffer Berm  
**LOCATION:** Mountain Road, Falmouth, Maine

## Drilling Information

**LOCATION:** See Exploration Location Plan    **ELEVATION (FT):** 121' +/-    **TOTAL DEPTH (FT):** 36.6    **LOGGED BY:** Evan Walker  
**DRILLING CO.:** New England Boring Contractors    **DRILLER:** Eric Baron    **DRILLING METHOD:** Cased Boring  
**RIG TYPE:** Track Mounted Mobile Drill B-53    **AUGER ID/OD:** N/A / N/A    **SAMPLER:** Standard Split-Spoon  
**HAMMER TYPE:** Automatic    **HAMMER WEIGHT (lbs):** 140 / 300    **CASING ID/OD:** 4 in / 4 1/2 in    **CORE BARREL:** \_\_\_\_\_  
**HAMMER EFFICIENCY FACTOR:** \_\_\_\_\_    **HAMMER DROP (inch):** 30 / 16  
**WATER LEVEL DEPTHS (ft):** ∇ 25 ft Soils Damp to Moist from Ground Surface, Wet to Saturated Below 25' +/-

## GENERAL NOTES:

**KEY TO NOTES AND SYMBOLS:**  
Water Level  
∇ At time of Drilling  
▼ At Completion of Drilling  
▼ After Drilling  
D = Split Spoon Sample    Pen. = Penetration Length    WOR = Weight of Rods    S<sub>v</sub> = Field Vane Shear Strength, kips/sq.ft.  
U = Thin Walled Tube Sample    Rec. = Recovery Length    WOH = Weight of Hammer    q<sub>u</sub> = Unconfined Compressive Strength, kips/sq.ft.  
R = Rock Core Sample    bpf = Blows per Foot    RQD = Rock Quality Designation    Ø = Friction Angle (Estimated)  
V = Field Vane Shear    mpf = Minute per Foot    PID = Photoionization Detector    N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION					Graphic Log	Sample Description & Classification	H <sub>2</sub> O Depth	Remarks
			Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD				
120	5		1D	X	0-2	24/18	1-2-5-4		0.5	Forest Duff / Dark brown, silty SAND, with organics (TOPSOIL) Loose, brown, SILT and SAND, some clay, with trace rootlets (FILL)	
115			2D	X	5-7	24/22	7-7-9-10		4.0	Medium dense, brown, silty fine SAND, with frequent sandy silt seams and layers	
110			3D	X	10-12	24/10	11-20-18-31		7.0	Boulder	
105			4D	X	15-17	24/10	14-12-13-32		8.5	Dense, brown, silty SAND and GRAVEL, with frequent cobbles	
100			5D	X	20-22	24/14	9-12-9-12		15.0	Medium dense to dense, light brown, fine to medium SAND, some silt, some gravel	
95			6D	X	25-27	24/14	6-9-11-14		20.0	Medium dense, layered, brown, silty fine SAND, and fine SAND trace silt	∇
90			7D	X	30-32	24/14	10-16-29-43		31.0	Dense to very dense, brown, gravelly medium to coarse SAND, some silt	
85			8D	X	35-35.6	7/6	16-50/1"		35.0 35.6	Dense, orange-brown, fine SAND, trace silt Probable Bedrock - Penetrated with Roller Cone	
Refusal at 36.6 feet Probable Bedrock											

BORING / WELL 19-1080.GPJ SWCE TEMPLATE.GDT 1/31/20

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

**BORING NO.:** B-1



# BORING LOG

**BORING NO.:** B-2  
**SHEET:** 1 of 1  
**PROJECT NO.:** 19-1080  
**DATE START:** 1/24/2019  
**DATE FINISH:** 1/24/2019

**CLIENT:** West Falmouth Development II, LLC  
**PROJECT:** Proposed Homestead Farms Subdivision Buffer Berm  
**LOCATION:** Mountain Road, Falmouth, Maine

## Drilling Information

**LOCATION:** See Exploration Location Plan    **ELEVATION (FT):** 124' +/-    **TOTAL DEPTH (FT):** 22.0    **LOGGED BY:** Evan Walker  
**DRILLING CO.:** New England Boring Contractors    **DRILLER:** Eric Baron    **DRILLING METHOD:** Hollow Stem Auger  
**RIG TYPE:** Track Mounted CME 850    **AUGER ID/OD:** 2 1/4 in / 5 5/8 in    **SAMPLER:** Standard Split-Spoon  
**HAMMER TYPE:** Automatic    **HAMMER WEIGHT (lbs):** 140    **CASING ID/OD:** N/A / N/A    **CORE BARREL:** \_\_\_\_\_  
**HAMMER EFFICIENCY FACTOR:** \_\_\_\_\_    **HAMMER DROP (inch):** 30  
**WATER LEVEL DEPTHS (ft):** ∇ 15 ft Soils Moist from Ground Surface, Wet Below 15' +/-

## GENERAL NOTES:

**KEY TO NOTES AND SYMBOLS:**  
∇ Water Level  
∇ At time of Drilling  
∇ At Completion of Drilling  
∇ After Drilling  
D = Split Spoon Sample  
U = Thin Walled Tube Sample  
R = Rock Core Sample  
V = Field Vane Shear  
Pen. = Penetration Length  
Rec. = Recovery Length  
bpf = Blows per Foot  
mpf = Minute per Foot  
WOR = Weight of Rods  
WOH = Weight of Hammer  
RQD = Rock Quality Designation  
PID = Photoionization Detector  
S<sub>v</sub> = Field Vane Shear Strength, kips/sq.ft.  
q<sub>u</sub> = Unconfined Compressive Strength, kips/sq.ft.  
Ø = Friction Angle (Estimated)  
N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION				Graphic Log	Sample Description & Classification	H <sub>2</sub> O Depth	Remarks
			Sample No.	Type	Depth (ft)	Pen./ Rec. (in)				
120	5		1D		5-7	24/20	4-3-2-3	0.5	Forest Duff / Dark brown, clayey SILT with organics (TOPSOIL / FILL) Loose, gray-brown, clayey fine SAND and SILT (FILL)	
115	10		2D		10-12	24/16	WOH-1-1-1	10.0	Loose, gray, clayey silty SAND, with trace organics (FILL)	
110	15		3D		15-17	24/20	WOH-2-5-7	16.5	Medium dense, gray-brown, mottled, clayey silty SAND	∇
105	20		4D		20-22	24/18	9-19-29-32	20.0	Dense, layered, brown, SAND some silt, and sandy GRAVEL some silt	

Bottom of Exploration at 22.0 feet

BORING / WELL 19-1080.GPJ SWCE TEMPLATE.GDT 1/31/20

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

**BORING NO.:** **B-2**

## **KEY TO NOTES & SYMBOLS**

### **Test Boring and Test Pit Explorations**

Stratification lines represent the approximate boundary between soil types and the transition may be gradual.

#### **Key to Symbols Used:**

w	-	water content, percent (dry weight basis)
q <sub>u</sub>	-	unconfined compressive strength, kips/sq. ft. - laboratory test
S <sub>v</sub>	-	field vane shear strength, kips/sq. ft.
L <sub>v</sub>	-	lab vane shear strength, kips/sq. ft.
q <sub>p</sub>	-	unconfined compressive strength, kips/sq. ft. – pocket penetrometer test
O	-	organic content, percent (dry weight basis)
W <sub>L</sub>	-	liquid limit - Atterberg test
W <sub>P</sub>	-	plastic limit - Atterberg test
WOH	-	advance by weight of hammer
WOM	-	advance by weight of man
WOR	-	advance by weight of rods
HYD	-	advance by force of hydraulic piston on drill
RQD	-	Rock Quality Designator - an index of the quality of a rock mass.
γ <sub>T</sub>	-	total soil weight
γ <sub>B</sub>	-	buoyant soil weight

#### **Description of Proportions:**

Trace:	0 to 5%
Some:	5 to 12%
“Y”	12 to 35%
And	35+%
With	Undifferentiated

#### **Description of Stratified Soils**

Parting:	0 to 1/16” thickness
Seam:	1/16” to 1/2” thickness
Layer:	½” to 12” thickness
Varved:	Alternating seams or layers
Occasional:	one or less per foot of thickness
Frequent:	more than one per foot of thickness

**REFUSAL: Test Boring Explorations** - Refusal depth indicates that depth at which, in the drill foreman's opinion, sufficient resistance to the advance of the casing, auger, probe rod or sampler was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

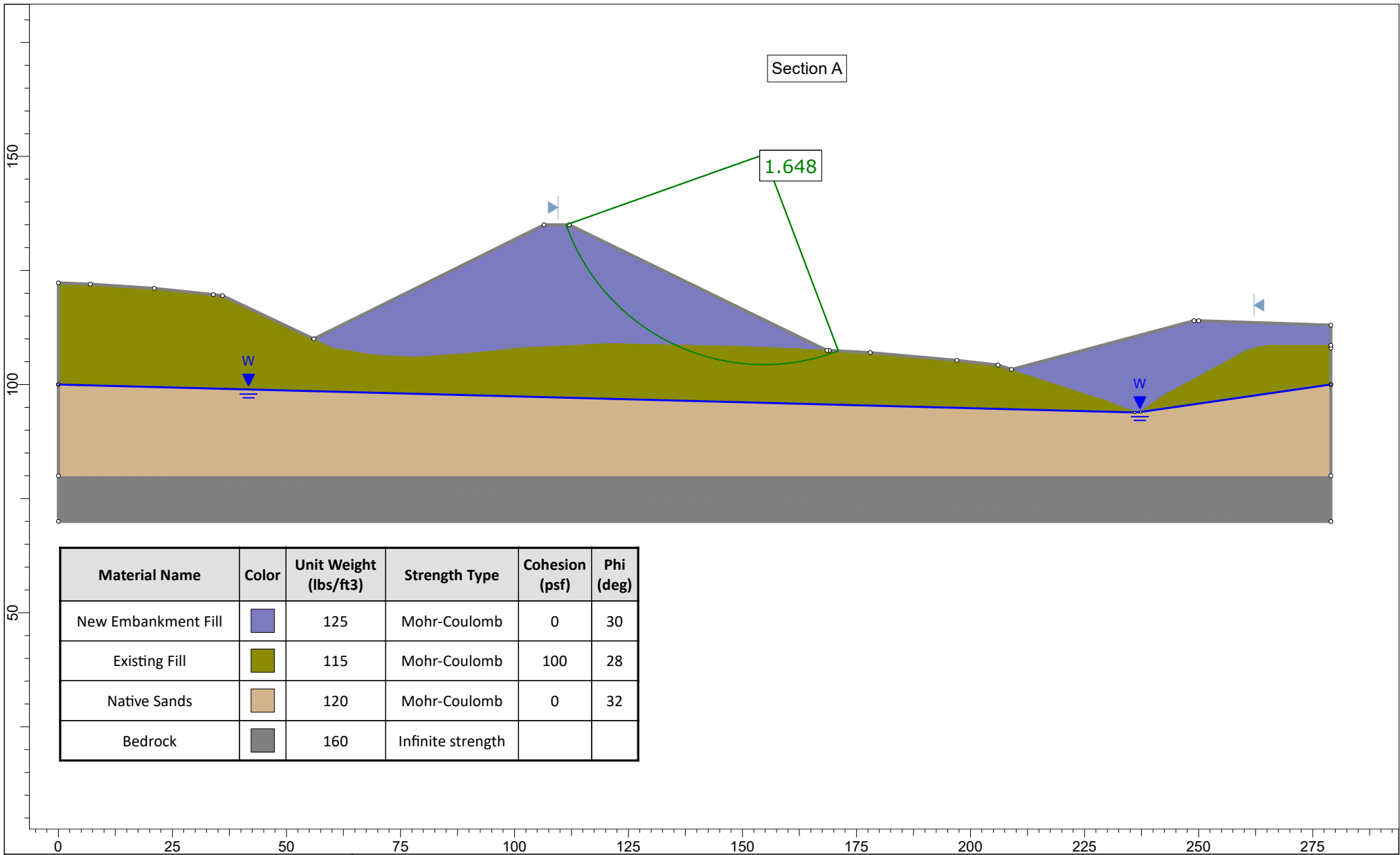
**REFUSAL: Test Pit Explorations** - Refusal depth indicates that depth at which sufficient resistance to the advance of the backhoe bucket was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

Although refusal may indicate the encountering of the bedrock surface, it may indicate the striking of large cobbles, boulders, very dense or cemented soil, or other buried natural or man-made objects or it may indicate the encountering of a harder zone after penetrating a considerable depth through a weathered or disintegrated zone of the bedrock.


## **APPENDIX D**

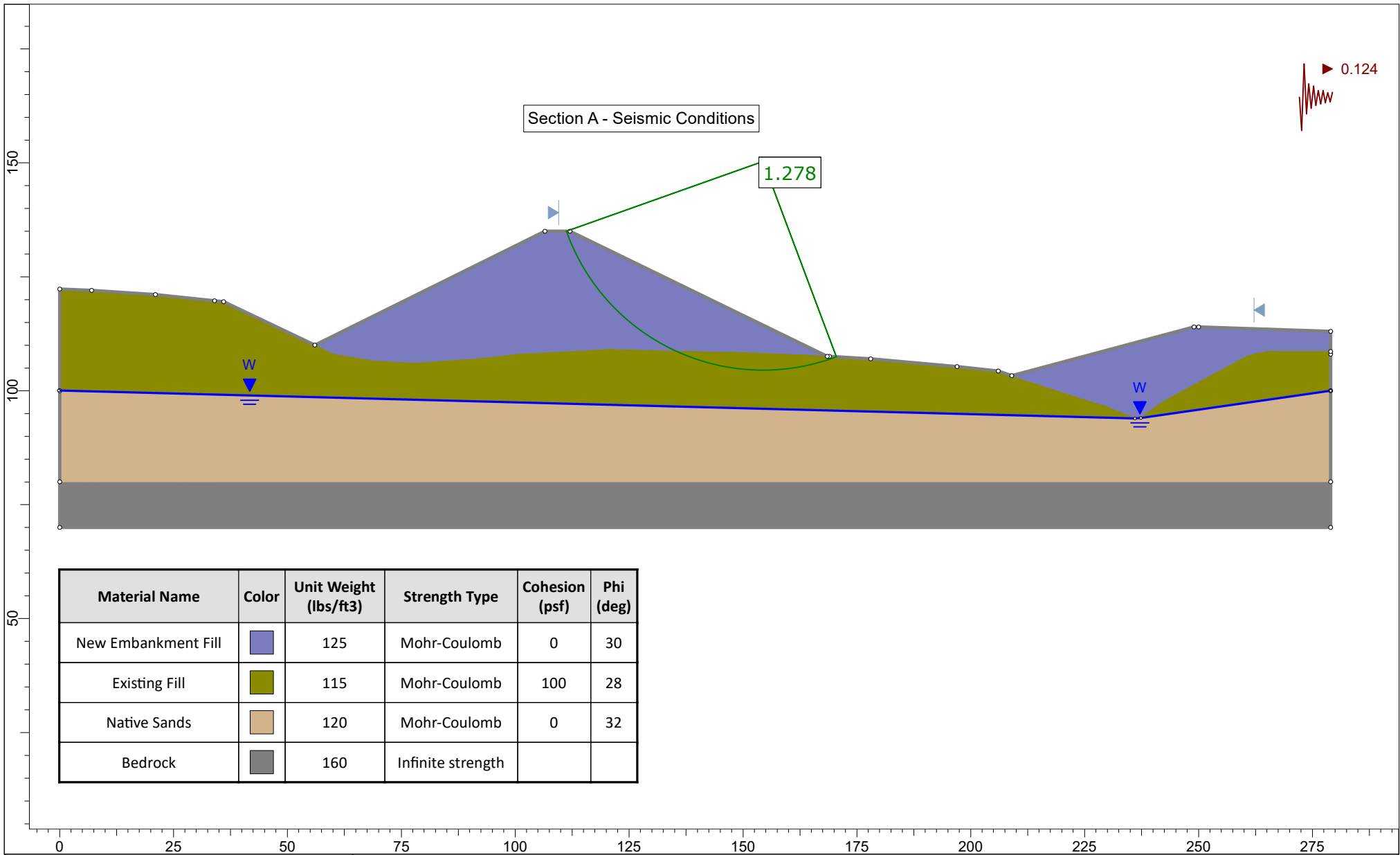
### **Computations**





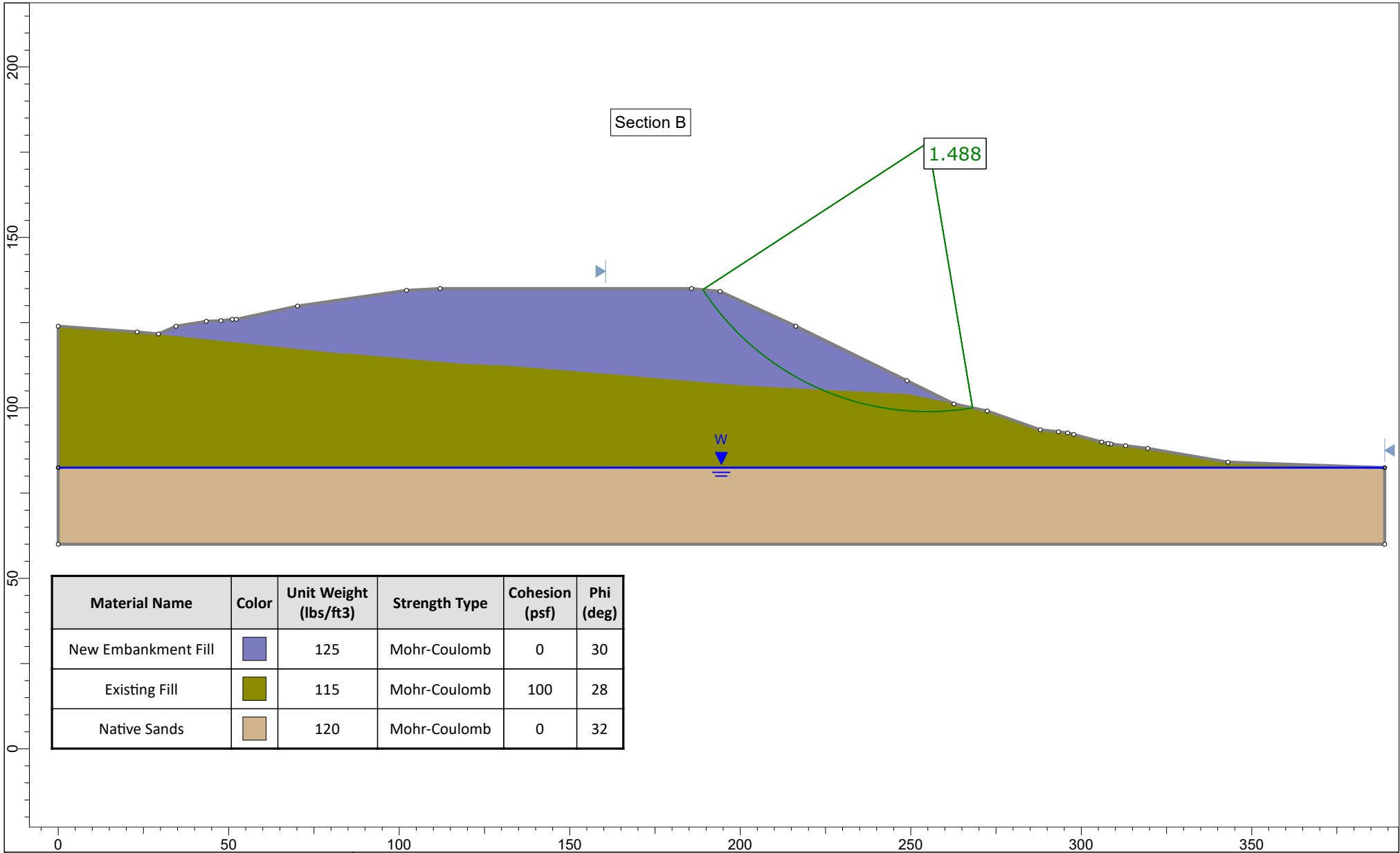
Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)
New Embankment Fill		125	Mohr-Coulomb	0	30
Existing Fill		115	Mohr-Coulomb	100	28
Native Sands		120	Mohr-Coulomb	0	32
Bedrock		160	Infinite strength		

	<i>Project</i> 19-1080 Homestead Farms Berm Evaluation			
	<i>Analysis Description</i>			
	<i>Drawn By</i> EMW	<i>Scale</i> 1:350	<i>Company</i> S. W. Cole Engineering, Inc.	
	<i>Date</i> 1/29/2020		<i>File Name</i> 19-1080 Homestead Farms Berm Evaluation.slmd	



Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)
New Embankment Fill	<span style="color: blue;">■</span>	125	Mohr-Coulomb	0	30
Existing Fill	<span style="color: olive;">■</span>	115	Mohr-Coulomb	100	28
Native Sands	<span style="color: tan;">■</span>	120	Mohr-Coulomb	0	32
Bedrock	<span style="color: gray;">■</span>	160	Infinite strength		

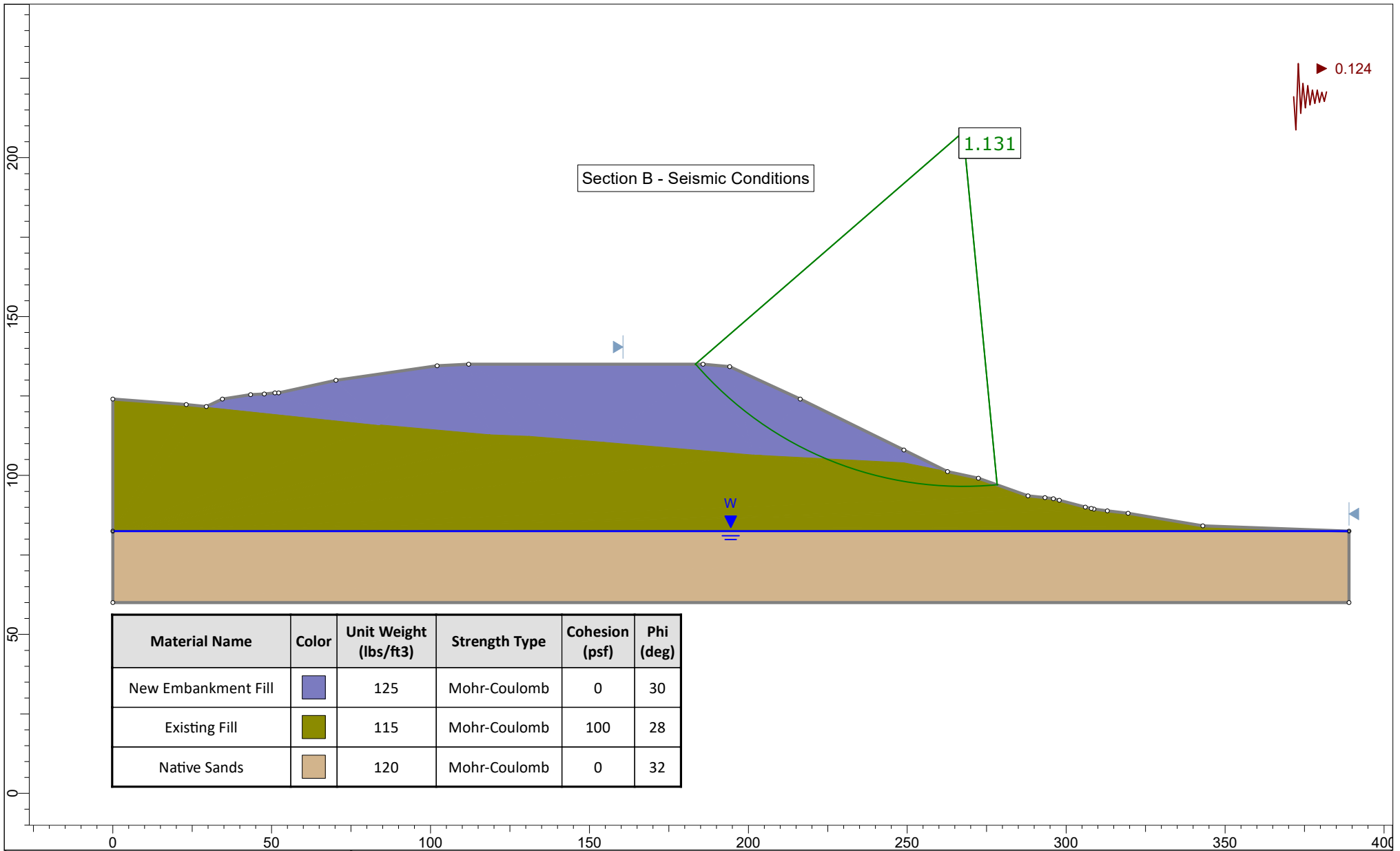
	<i>Project</i> 19-1080 Homestead Farms Berm Evaluation		
	<i>Analysis Description</i>		
	<i>Drawn By</i> EMW	<i>Scale</i> 1:350	<i>Company</i> S. W. Cole Engineering, Inc.
	<i>Date</i> 1/29/2020		<i>File Name</i> 19-1080 Homestead Farms Berm Evaluation.slmd




Material Name	Color	Unit Weight (lbs/ft <sup>3</sup> )	Strength Type	Cohesion (psf)	Phi (deg)
New Embankment Fill		125	Mohr-Coulomb	0	30
Existing Fill		115	Mohr-Coulomb	100	28
Native Sands		120	Mohr-Coulomb	0	32

<i>Project</i>		19-1080 Homestead Farms Berm Evaluation	
<i>Analysis Description</i>			
<i>Drawn By</i>	EMW	<i>Scale</i>	1:468
<i>Company</i>	S. W. Cole Engineering, Inc.		
<i>Date</i>	1/29/2020	<i>File Name</i>	19-1080 Homestead Farms Berm Evaluation.slmd





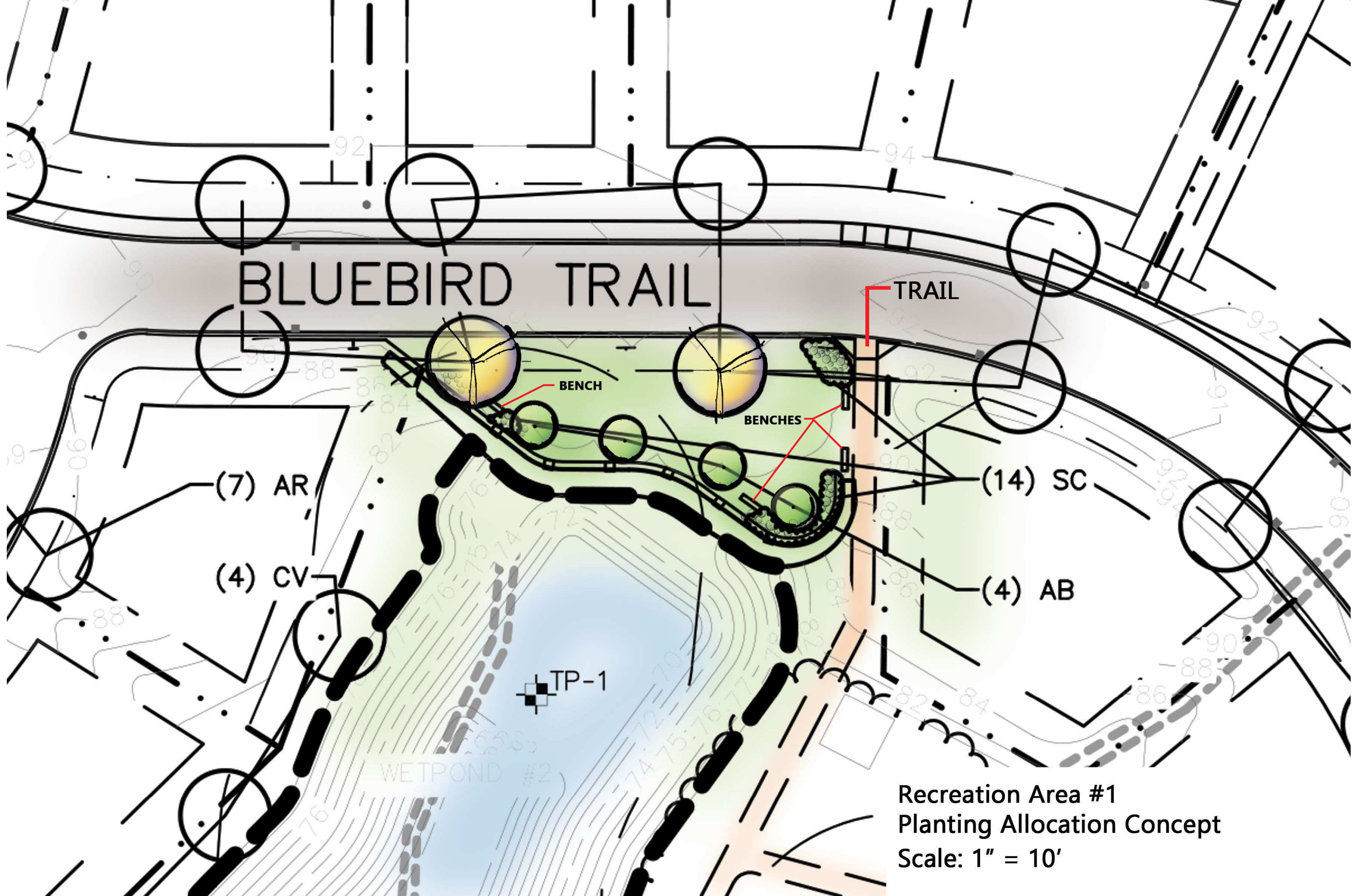
	Project					19-1080 Homestead Farms Berm Evaluation						
	Analysis Description											
	Drawn By			EMW		Scale		1:499		Company		S. W. Cole Engineering, Inc.
	Date			1/29/2020				File Name		19-1080 Homestead Farms Berm Evaluation.slmd		

# **Section 15**

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**Individual Park Design Plans  
(3) 11x17s**

# BLUEBIRD TRAIL



(7) AR

(4) CV

BENCH

BENCHES

TRAIL

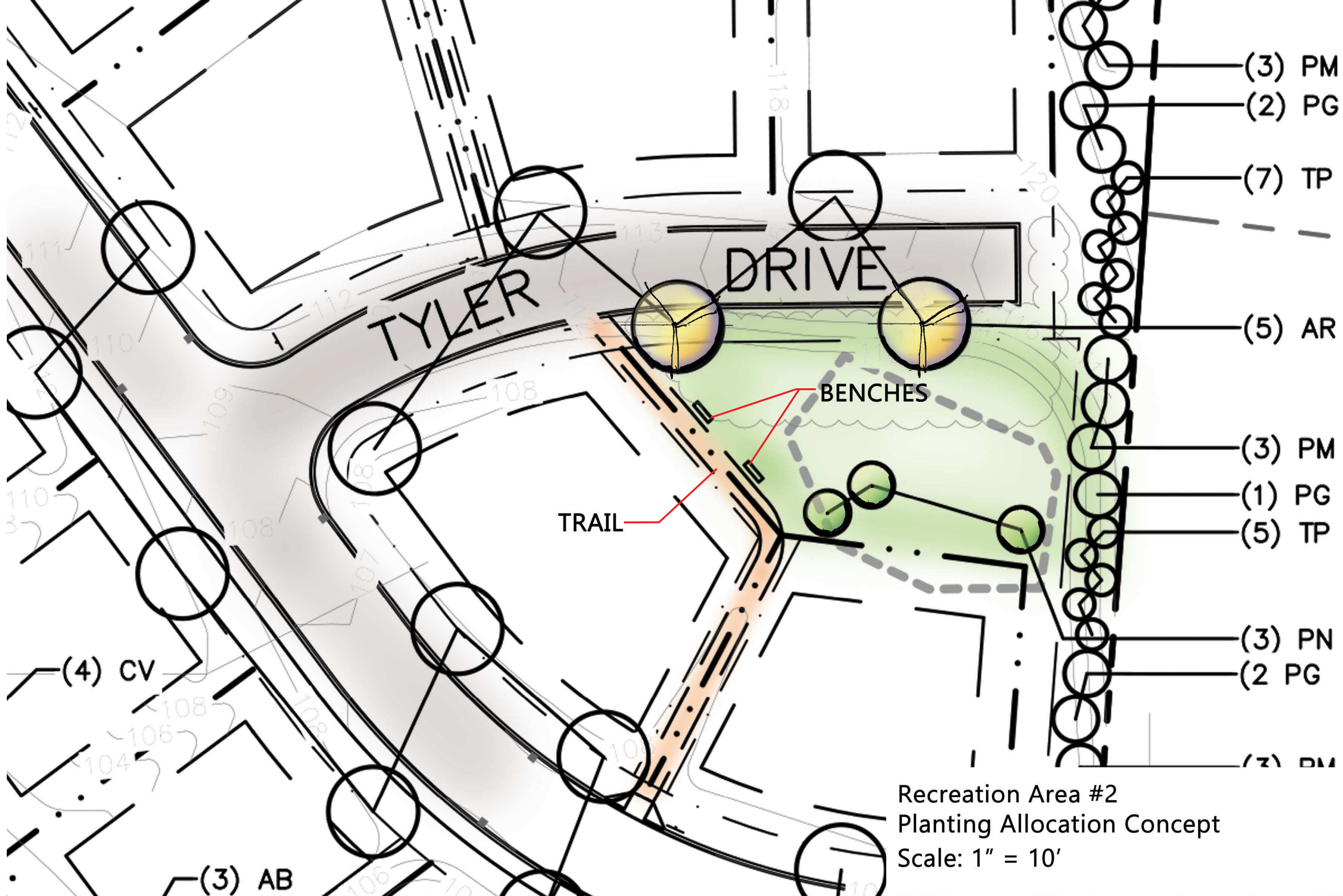
(14) SC

(4) AB

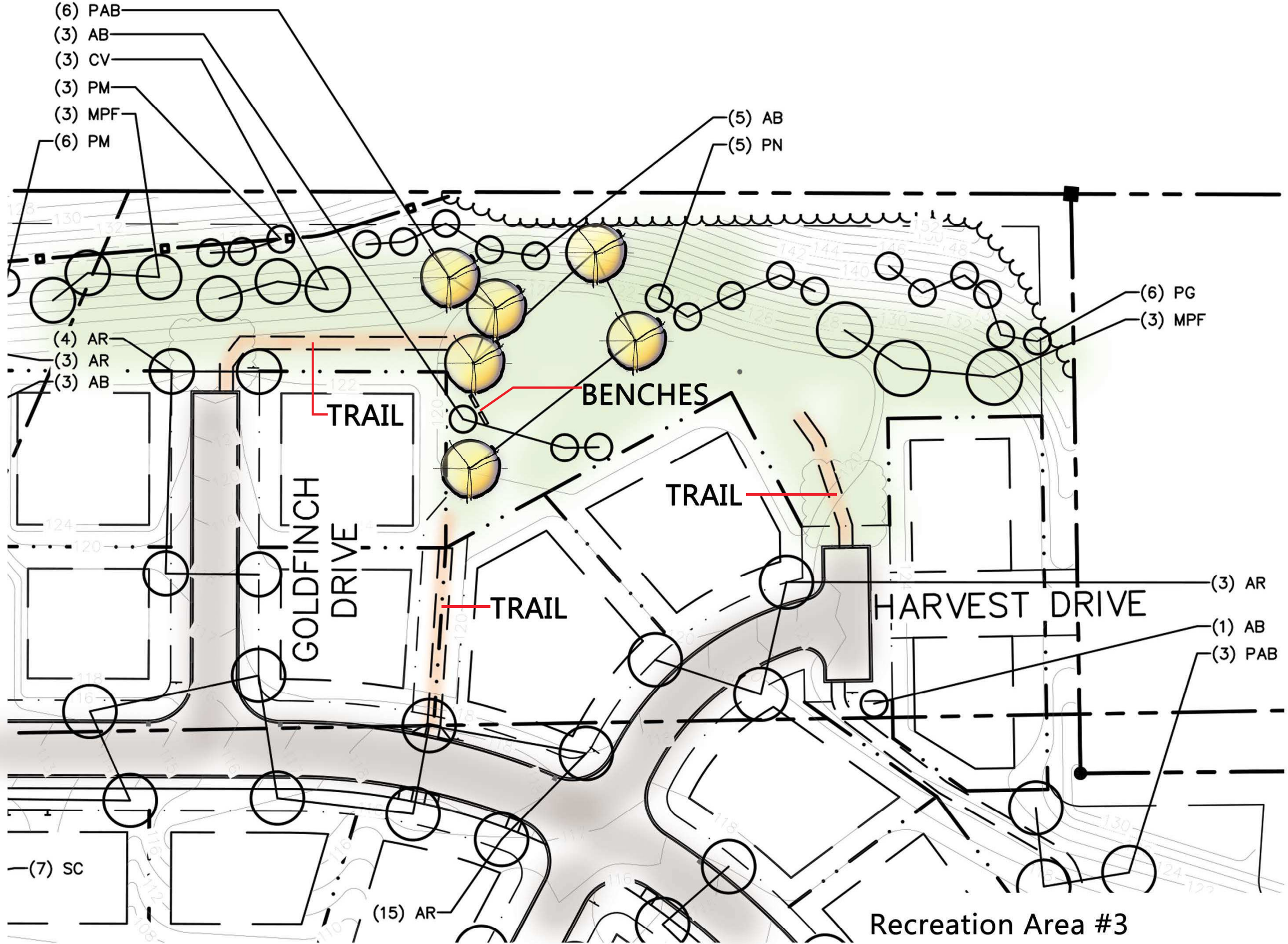
TP-1

WETPOND #2

Recreation Area #1  
Planting Allocation Concept  
Scale: 1" = 10'



Recreation Area #2  
 Planting Allocation Concept  
 Scale: 1" = 10'



Recreation Area #3  
 Planting Allocation Concept  
 Scale: 1" = 20'



# **Section 16**

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## **Proposed Easements**

## TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, That West Falmouth Development II, LLC a Maine limited liability company with a place of business in Falmouth, Maine (the “Grantor”), grants to Homestead Farms Subdivision Homeowners” Association., a Maine not for profit association with a place of business in Falmouth, Maine (the “Grantee”), the following easement over land located on Route 100 in Falmouth, Maine owned by Grantor and referred to as the Homestead Farm Subdivision as approved by the Town of Falmouth and shown on a plan recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_ Page \_\_\_ (the “Property”):

### Purpose of Easement

The easement shall be to allow for the construction and maintenance of a walking trail on the Property. The walking trail may be used for pedestrian travel only and for no other purpose. The use of the easement may be further regulated by rules and regulations shown in the Town’s approval of the subdivision and as may be enacted from time to time by the Grantee.

### Easement Area

The areas labeled “Unit A”, Open Space” and “Remaining Land of West Falmouth Development II, LLC” as shown on the recorded plan of the Property shall be subject to the easement. The general location of the easement area is shown on said plan but the exact location of the easement shall be as developed by the Grantor which may move the easement within the easement area until such time as it has conveyed any of the easement areas to third parties.

### Grantees’ Obligations

The Grantee shall be responsible for the maintenance of the trail system at its expense. The trail system will be for association use and the Grantee shall carry adequate liability insurance and shall hold Grantor harmless for any injuries sustained on the trails unless caused by the Grantor’s gross negligence.

Furthermore, the Grantee, its successors and assigns agree to defend, indemnify and hold Grantor harmless from any claims for damages that may be brought by Grantee or Grantees’ contractors, guests, invitees or family members relating to their use of this easement, and from claims, damages or expenses related to environmental matters, violations or regulatory requirements arising from the use of said easement area by Grantee.

### Binding Effect

This easement, and the rights and obligations set forth herein, shall be binding upon, and inure to the benefit of, the Grantor and Grantee, and their respective heirs, successors and

assigns.

Witness its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

Witness:

\_\_\_\_\_

West Falmouth Development II,  
LLC

\_\_\_\_\_

By:

Its:

STATE OF MAINE  
COUNTY OF CUMBERLAND,ss.

\_\_\_\_\_, 2020

On \_\_\_\_\_, 2020, personally appeared the above-named \_\_\_\_\_  
and acknowledged the foregoing instrument to be her\his free act and deed and the free act and  
deed of West Falmouth Development II, LLC.

Before me,

\_\_\_\_\_

Notary Public

Print:

## CULVERT EASEMENT AND AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of the \_\_\_\_\_ day of January, 2020, by and between **MAURICE C. HOTHM** and **PATRICIA Y. HOTHM**, both having a mailing address of 4 Mountain Road, Falmouth, Maine 04105 (collectively, “Hothem”) and **WEST FALMOUTH DEVELOPMENT II, LLC**, a Maine limited liability company with a place of business in Falmouth, Maine (“West Falmouth”).

### RECITALS

WHEREAS, Hothem owns certain property at 4 Mountain Road, Falmouth, Maine, described as Parcel 1 in a deed recorded in the Cumberland County Registry of Deeds in Book 33736, Page 184 (the “Hothem Property”); and

WHEREAS, West Falmouth owns certain property by deed to be recorded in said registry of deeds which abuts the Hothem Property (the “West Falmouth Property”); and

WHEREAS, West Falmouth is developing the West Falmouth Property and requires an easement from Hothem for the purpose of allowing for the proper drainage of storm water through a culvert outlet and related improvements to be located within the easement; and

WHEREAS, Hothem has agreed to grant an easement over a portion of the Hothem Property as more particularly described on the attached Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing, the parties hereto agree as follows:

1. Culvert Easement. Hothem hereby grants an appurtenant easement to West Falmouth on the property described in the attached Exhibit A. The purpose of the easement is to allow West Falmouth to install a culvert outlet and related equipment and rip rap, both above and below ground, all for the drainage of storm water from the West Falmouth Property.

2. West Falmouth Easement Rights. West Falmouth shall have the following rights within the easement area: a) the right to install, maintain, replace and remove the culvert and culvert outlet for conveying water, with all necessary fixtures and appurtenances; b) the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of West Falmouth; c) the right to change the existing surface grade of the easement area as is reasonably necessary for any of these purposes at the expense of West Falmouth. Such changes shall not materially affect the adjacent properties; and d) the right to enter on the easement area at any and all times for any of these purposes. West Falmouth shall return the easement area to its condition prior to the work to the extent possible after the work is completed.

3. Indemnity. The Grantee herein shall indemnify Grantors, their heirs, successors, and assigns, and hold them harmless from any claims that may be asserted against them arising out of Grantee's exercise of the rights hereby granted.

4. Authority. The individuals signing this Culvert Easement and Agreement ("Agreement") on behalf of the parties hereto each represent and covenant that they have the full power, authority and legal right to execute and deliver this Agreement.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement may not be modified or amended except in writing signed by each party hereto. All prior and contemporaneous discussions, agreements and understandings of the parties are merged into this Agreement and the exhibits hereto, which alone fully and completely express their entire agreement with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement, and a signed copy delivered by email or fax shall be deemed to have the same legal effect as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

WITNESS:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Maurice C. Hothem

\_\_\_\_\_  
Patricia Y. Hothem

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2020

Then personally appeared the above-named MAURICE C. HOTHEM AND PATRICIA Y. HOTHEM and acknowledged the foregoing instrument to be their free act and deed.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

West Falmouth Development II, LLC

\_\_\_\_\_

By: David Chase  
Its: Member

\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2020

Then personally appeared the above-named David Chase and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## EXHIBIT A

An easement over a certain lot or parcel of land with the improvements thereon on the south side of, but not adjacent to, Mountain Road in the Town of Falmouth, County of Cumberland, and State of Maine shown on the "Subdivision Plan of Homestead Farms Subdivision, 4 Mountain Road, Falmouth, Maine, for West Falmouth Development II, LLC, 875 Princes Point Road, Yarmouth, Maine 04096" by Sebago Technics, Inc. (Project number 16137) last dated January 21, 2020 (sheet 7) and being more particularly bounded and described as follows:

Beginning at point on the easterly sideline of the proposed access corridor to the Homestead Farms Subdivision from Mountain Road, being S 02°-15'-19" W a distance of 65.00 feet from a proposed monument at the southerly sideline of Mountain Road;

Thence S 87°-44'-41" E, through land of this grantor, a distance of 5.00 feet;

Thence S 02°-15'-19" W, through land of this grantor, a distance of 10.00 feet;

Thence S 87°-44'-41" E, through land of this grantor, a distance of 10.00 feet;

Thence S 02°-15'-19" W, through land of this grantor, a distance of 55.00 feet;

Thence N 87°-44'-41" W, through land of this grantor, a distance of 10.00 feet;

Thence S 02°-15'-19" W, through land of this grantor, a distance of 10.00 feet;

Thence N 87°-44'-41" W, through land of this grantor, a distance of 5.00 feet to the easterly sideline of the access corridor to the Homestead Farms Subdivision from Mountain Road;

Thence N 02°-15'-19" E, along the access corridor to the Homestead Farms Subdivision from Mountain Road, a distance of 75.00 feet to the Point of Beginning.

The total area of the above-described parcel is approximately 925 square feet.

Meaning and intending to describe an easement over a portion of the land described in a deed to Maurice C Hothem Living Trust & Patricia Y Hothem Living Trust as recorded in the Cumberland County Registry of Deeds in Book 26171, Page 32.

Bearings herein are based on Grid North.

## ACCESS EASEMENT

**MAURICE C. HOTHEM** and **PATRICIA Y. HOTHEM**, having a mailing address of 4 Mountain Road, Falmouth, Maine 04105, and **SCOTT HOTHEM, as TRUSTEE OF THE MAURICE AND PATRICIA HOTHEM CHARITABLE REMAINDER UNITRUST**, having a mailing address of c/o Scott Hothem, Trustee, 10 Fiske Pond Road, Holliston, Massachusetts 01746 (collectively "Grantors") for consideration paid, grants to **W W W, Inc.**, a Maine corporation having a mailing address of c/o PETER WORMELL, Treasurer, 144 Gray Road, Falmouth, Maine 04105 ("Grantee") a perpetual, non-exclusive Easement over and across a portion of the Grantors' property, located in Falmouth, Cumberland County, Maine and described in deeds to Grantors dated December 16, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33736, Page 184 and Book 33742, Page 111 (the "Grantors' Property") as follows:

A permanent, non-exclusive right and Easement over and across that portion of the Grantors' Property depicted with diagonal striping and labelled as "Proposed Access Easement to WWW, Inc. +/- 1,275 SF" on the attached Exhibit A (the "Easement Area") for the purpose of pedestrian and vehicular access, for all purposes including, but not limited to, commercial purposes, in common with the Grantors and others having rights therein, to and from Gray Road in Falmouth (also known as Route 100) to the Grantee's property located in Falmouth, Cumberland County, Maine, described in a deed to Grantee from Peter Wormell dated January 20, 1998, and recorded in the Cumberland County Registry of Deeds in Book 13559, Page 344.

The Grantee shall be responsible in prorata shares, along with other easement holders for the upkeep and maintenance, including snowplowing, grading, etc., of the easement until such time as the Grantors or their heirs, successors or assigns obtain a permit to improve the easement area for development purposes. At such time, the developer shall be responsible for all upkeep and maintenance until such time as the town accepts the easement area as a town road.

The Grantors herein reserve to themselves, their heirs, successors and assigns, the right to relocate and develop the Easement within Grantors' property, so long as Grantors' arrangements provide the Grantee, its heirs, successors and assigns, with reasonable access to Route 100. The Grantee for itself, its heirs, successors and assigns, by accepting this Easement commits that it will not change the location of, develop, or in any way modify the Easement hereby granted without the prior written consent of the Grantors herein, their heirs, successors and assigns, which consent shall not be unreasonably withheld or delayed. The Grantee herein acknowledges that the Grantors plan to develop their property lying westerly of Route 100, and all of such property of the Grantors shall be entitled to access Route 100 through the area that is subject to the Easement hereby granted.

Reserving to the Grantors, their heirs, successors and assigns, the use and enjoyment of the Easement Area for all purposes as are not inconsistent with and which shall not materially interfere with the uses thereof by the Grantee, its successors and assigns, for the purposes described herein.



The Easement rights hereby granted shall be subject to such rights and interests as the Grantors herein may grant from time to time in connection with improvements to Gray Road, including pedestrian safety improvements such as sidewalks, lighting, curbing, widening, curb cuts, and other rights and interests in connection with the improvement and maintenance of the Gray Road and surrounding areas.

The rights and easements granted herein and the terms and conditions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the Grantors and the Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, MAURICE C. HOTHEM and PATRICIA Y. HOTHEM, individually, have caused this instrument to be executed under seal, and SCOTT HOTHEM, in his capacity as TRUSTEE OF THE MAURICE AND PATRICIA HOTHEM CHARITABLE REMAINDER UNITRUST, has caused this instrument to be executed under seal by him in his said capacity as Trustee thereunto duly authorized, and W W W, INC., by Peter Wormell, it's Treasurer, has caused this instrument to be executed under seal by him in his said capacity as Treasurer thereunto duly authorized, this 10 day of September, 2018.

*(See Signature and Acknowledgement pages, following)*

Signature to  
WWW Access Agreement

WITNESS:

*Allen Plamer*

*Maurice C. Hotham*  
Maurice C. Hotham

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 10, 2018

SEAL

Then personally appeared the above-named Maurice C. Hotham, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

*Linda M Case*  
Attorney at Law/Notary Public

Print name: LINDA M CASE

My commission expires: \_\_\_\_\_

**Linda M. Case**  
Notary Public Maine  
My Commission Expires June 29, 2019

*Signature to*  
WWW Access Agreement

WITNESS:

*John Plamer*

*Patricia Y. Hothem*  
Patricia Y. Hothem

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 10, 2018

SEAL

Then personally appeared the above-named Patricia Y. Hothem, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

*Linda M Case*  
Attorney at Law/Notary Public

Print name: LINDA M CASE

Linda M. Case  
Notary Public Maine  
My Commission Expires June 29, 2019

*Signature to*  
WWW Access Agreement

WITNESS:

  
\_\_\_\_\_

**The Maurice and Patricia Hothem  
Charitable Remainder Unitrust**

By:   
\_\_\_\_\_   
Scott Hothem, Trustee

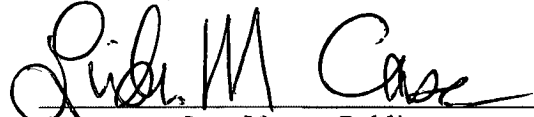
STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 10, 2018

Then personally appeared the above-named SCOTT HOTHEM, in his capacity as TRUSTEE of the MAURICE AND PATRICIA HOTHEM CHARITABLE REMAINDER UNITRUST, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

SEAL

Before me,

  
\_\_\_\_\_  
Attorney at Law/Notary Public

Print name: LINDA M CASE

My commission expires: \_\_\_\_\_

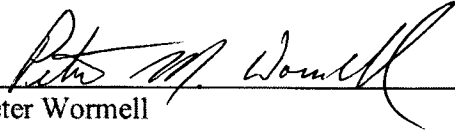
**Linda M. Case**  
Notary Public Maine  
My Commission Expires June 29, 2019

*Signature to*  
WWW Access Agreement

WITNESS:

WWW, INC.

  
\_\_\_\_\_

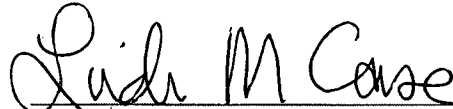
By:   
Peter Wormell  
Treasurer

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 12, 2018

Then personally appeared the above-named Peter Wormell, in his capacity as Treasurer of WWW, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

  
\_\_\_\_\_  
Attorney at Law/Notary Public

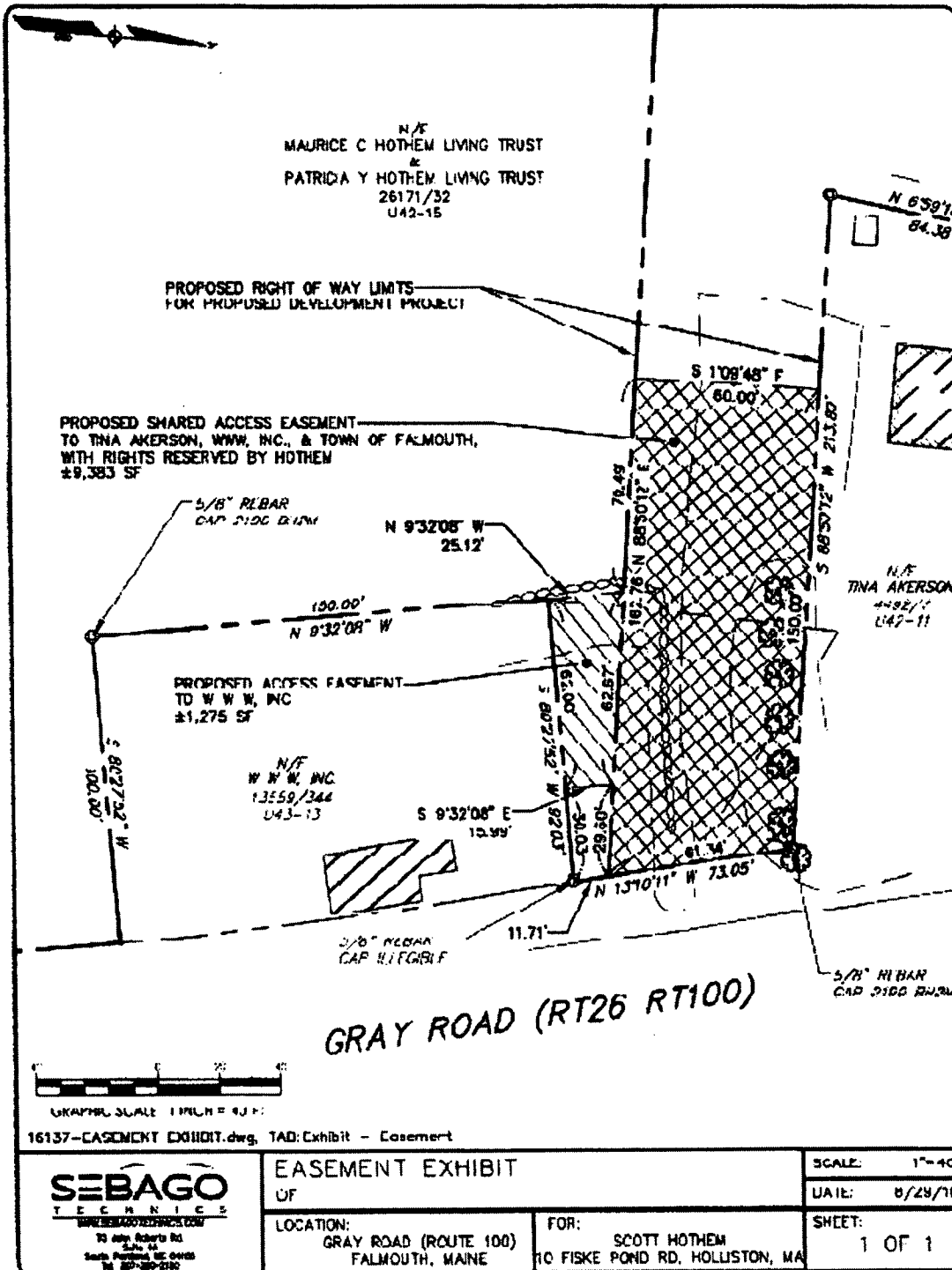
Print name: LINDA M CASE

My commission expires: \_\_\_\_\_

**Linda M. Case**  
Notary Public Maine  
My Commission Expires June 29, 2019

SEAL

Exhibit A



Received  
 Recorded Register of Deeds  
 Oct 17, 2018 11:22:08A  
 Cumberland County  
 Nancy A. Lane

## ACCESS EASEMENT

**MAURICE C. HOTHAM** and **PATRICIA Y. HOTHAM**, both having a mailing address of 4 Mountain Road, Falmouth, Maine 04105, and **SCOTT HOTHAM, TRUSTEE OF THE MAURICE C. AND PATRICIA Y. HOTHAM CHARITABLE REMAINDER UNITRUST**, having a mailing address of c/o Scott Hotham, Trustee, 10 Fiske Pond Road, Holliston, Massachusetts 01746 (collectively "Grantors") for consideration paid, grants to **TINA AKERSON**, having a mailing address of 154 Gray Road, Falmouth, Maine 04105 ("Grantee"), a perpetual, non-exclusive Easement over and across a portion of the Grantors' property, located in Falmouth, Cumberland County, Maine and described in deeds to Grantors dated December 16, 2016, and recorded in the Cumberland County Registry of Deeds in Book 33736, Page 184 and Book 33742, Page 111 (the "Grantors' Property") as follows:

A permanent, non-exclusive right and Easement over and across that portion of the Grantors' Property depicted as the cross-hatched area labelled on the attached Exhibit A as "Proposed Shared Access Easement to Tina Akerson, WWW, Inc. & Town of Falmouth, with Rights Reserved by Hotham +/- 9,383 SF" (the "Easement Area") for the purpose of pedestrian and vehicular access, for all purposes including, but not limited to, commercial and/or residential purposes, in common with the Grantors and others having rights therein, to and from Gray Road in Falmouth (also known as Route 100) to the Grantee's property located in Falmouth, Cumberland County, Maine, described in a deed to Grantee from Wayne M. Johnston, dated March 29, 1972, and recorded in the Cumberland County Registry of Deeds in Book 3912, Page 47.

The Grantee shall be responsible in prorata shares, along with other easement holders for the upkeep and maintenance, including snowplowing, grading, etc., of the easement until such time as the Grantors or their heirs, successors or assigns obtain a permit to improve the easement area for development purposes. At such time, the developer shall be responsible for all upkeep and maintenance until such time as the town accepts the easement area as a town road.

The Grantors herein reserve to themselves, their heirs, successors and assigns, the right to relocate and develop the Easement within Grantors' property, so long as Grantors' arrangements provide the Grantee, her heirs, successors and assigns, with reasonable access to Route 100. The Grantee for herself, her heirs, successors and assigns, by accepting this Easement commits that she will not change the location of, develop, or in any way modify the Easement hereby granted without the prior written consent of the Grantors herein, their heirs, successors and assigns, which consent shall not be unreasonably withheld or delayed. The Grantee herein acknowledges that the Grantors plan to develop their property lying westerly of Route 100, and all of such property of the Grantors shall be entitled to access Route 100 through the area that is subject to the Easement hereby granted.

Reserving to the Grantor, its successors and assigns, the use and enjoyment of the Easement Area for all purposes as are not inconsistent with and which shall not materially interfere with the uses thereof by the Grantee, her heirs and assigns, for the purposes described herein.

The Easement rights hereby granted shall be subject to such rights and interests as the Grantors herein may grant from time to time in connection with improvements to Gray Road, including pedestrian safety improvements such as sidewalks, lighting, curbing, widening, curb cuts, and other rights and interests in connection with the improvement and maintenance of the Gray Road and surrounding areas.

The rights and easements granted herein and the terms and conditions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the Grantors and the Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, MAURICE C. HOTHEM and PATRICIA Y. HOTHEM, individually, have caused this instrument to be executed under seal, and SCOTT HOTHEM, in his capacity as TRUSTEE OF THE MAURICE AND PATRICIA HOTHEM CHARITABLE REMAINDER UNITRUST, has caused this instrument to be executed under seal by him in his said capacity as Trustee thereunto duly authorized, and TINA AKERSON, individually, has caused this instrument to be executed under seal, this 10 day of September, 2018.

*(See Signature and Acknowledgement pages, following)*



*Signature to  
Akerson Access Agreement*

WITNESS:

*[Handwritten Signature]*

*Maurice C. Hotham*  
Maurice C. Hotham

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 10, 2018

SEAL

Then personally appeared the above-named Maurice C. Hotham, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

*Linda M. Case*  
Attorney at Law/Notary Public

Print name: LINDA M CASE

My commission expires: \_\_\_\_\_

**Linda M. Case**  
Notary Public Maine  
My Commission Expires June 29, 2019

*Signature to  
Akerson Access Agreement*

WITNESS:

*[Handwritten Signature]*

*Patricia Y. Hothem*  
Patricia Y. Hothem

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 10, 2018

SEAL

Then personally appeared the above-named Patricia Y. Hothem, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

*Linda M. Case*  
Attorney at Law/Notary Public

Print name: LINDA M. CASE

**Linda M. Case**  
Notary Public Maine  
My Commission Expires June 29, 2019

*Signature to  
Akerson Access Agreement*

WITNESS:

**The Maurice and Patricia Hothem  
Charitable Remainder Unitrust**

  
\_\_\_\_\_

By:   
\_\_\_\_\_   
Scott Hothem, Trustee

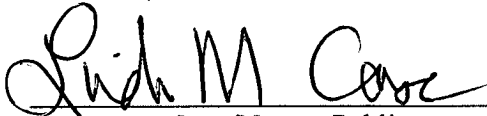
STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 16, 2018

Then personally appeared the above-named SCOTT HOTHEM, in his capacity as TRUSTEE of the MAURICE AND PATRICIA HOTHEM CHARITABLE REMAINDER UNITRUST, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

SEAL

Before me,

  
\_\_\_\_\_   
Attorney at Law/Notary Public

Print name: LINDA M CASE

My commission expires: \_\_\_\_\_

**Linda M. Case**  
Notary Public Maine  
My Commission Expires June 29, 2019

*Signature to  
Akerson Access Agreement*

WITNESS:

Gwenne L. Oberf

Tina M. Akerson  
Tina M. Akerson

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September 13, 2018

SEAL

Then personally appeared the above-named Tina M. Akerson, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

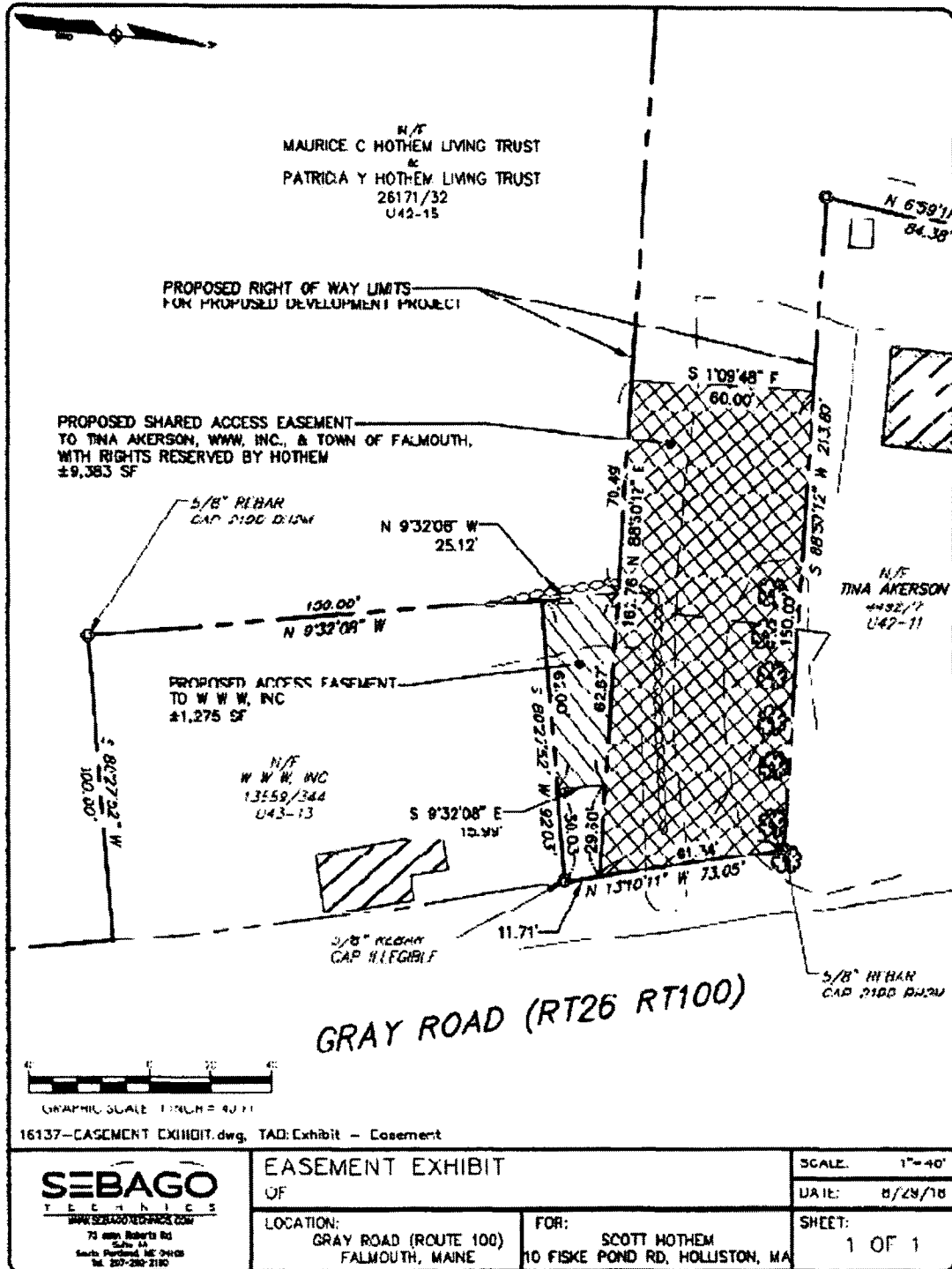
Linda M Case  
Attorney at Law/Notary Public

Print name: LINDA M CASE

My commission expires: \_\_\_\_\_

Linda M. Case  
Notary Public Maine  
My Commission Expires June 29, 2019

Exhibit A



Received  
 Recorded Register of Deeds  
 Oct 17, 2018 11:23:16A  
 Cumberland County  
 Nancy A. Lane