



TOWN GRAY
PLANNING BOARD
AGENDA • MARCH 11, 2021

Planning Board
Regular Meeting

Online Via Microsoft Teams
Link Posted to graymaine.org Day of Meeting

7:00 PM

I. MEETING COMMENCES

Roll Call

II. MINUTES APPROVAL

- a. Planning Board - Regular Meeting - February 11, 7:00 PM

III. INFORMATION EXCHANGE

- a. Comprehensive Plan Implementation Discussion
- b. Joint Planning Board & Town Council Workshop Update

IV. PUBLIC HEARINGS

- a. West Gray Road Child Care Expansion

A request by Chase Custom Homes & Finance, Inc for an Amendment to a previously approved Site Plan for an expansion to the existing day care center, located at 322 West Gray Road as shown on Tax Map 56, lot 17-12-in the Rural Residential & Agricultural and Resource Protection (Shoreland) Zoning Districts.

- b. Stillwater Pines Contract Zone Agreement Proposal

A proposed Contract Zoning Agreement (CZA) between the Town of Gray and Birch Point Properties, LLC & A.H. Grover Inc, to include a phased residential subdivision, adjusted road standards, and a donation of 12 +/- acre parcel to the Town to be used for public recreation as shown on Tax Map 44, lot 32-112 in a Medium Density Zoning District.

V. ADJOURNMENT

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*



Pineland

Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland

565 Congress Street, Suite 201
Portland, ME 04101

January 20, 2021

Project #2082

Kathy Tombarelli, Town Planner
Town of Gray Planning Department
Henry Pennell Municipal Complex
24 Main Street
Gray, ME 04039

**Amended Site Plan Review
Playhouse Day Care Center
306 West Gray Road**

Dear Kathy:

Terradyn Consultants, LLC, on Behalf of Chase Custom Homes & Finance, is pleased to submit an amended Site Plan Application for the Playhouse Day Care Center. The development parcel is approximately 2.5 acres and is shown as lot #17-12-1 on the Town of Gray Tax Map #56. The property is located within the Rural Residential & Agriculture (RRA) Zone. The current site plan was approved by the Town of Gray Planning Board in 2019.

The applicant plans to construct a new 1,568 SF (28'x56'), two-story building so that they may expand their before and after school care program and provide additional space for their existing operation. They plan to expand their operation by 39 additional children. The existing daycare is at capacity and is comfortably staffed by 14 employees. The applicant plans to add three additional teachers. The previous site plan was approved with the assumption that it may have as many as 19 employees. That assumption is still conservative.

A new raised sidewalk will be constructed in front of the building. The sidewalk will act as the formal drop off area for the before & afterschool kids. A catch basin will be added to the parking lot in front of the sidewalk to allow for proper drainage. Stormwater runoff from the new building will drain into a roof drain filter strip that will be located along the edge of the building. The filter strip's underdrain will outlet to the new catch basin. The catch basin will flow to a new level spreader that will be used to keep water in sheet flow as it enters the woods. The playground will be expanded to both make up for the area lost to building construction and to allow space for additional children.

Traffic & Parking Capacity:

The applicant believes that they have sufficient parking area to handle the expansion. The applicant claims that the parking lot is almost always nearly empty. Many of their patrons carpool

or bring multiple children from the same household. The applicant observed the parking lot during operation and found the following:

- On the evening of February 3rd, between 4 pm until the close of business at 6 pm, there were a total of 46 cars in two hours.
- On the morning of February 4th, between the open of business at 6 am to 9 am, there were a total of 34 cars in three hours.



A picture of the Playhouse Daycare Center at 7:30 am on February 5, 2021

The attached plans show an area that could be used for a potential overflow parking area if it's deemed necessary after construction of the new building. To be clear, we don't believe that any additional parking is necessary but we wanted to show the board that more parking could easily be added to the site if needed. The potential overflow parking area would increase the capacity of the parking lot by 18 spaces. We discussed this issue with Town staff and they were supportive of the idea to wait and see if more parking is warranted ,however unlikely, and suggested that the Code Enforcement Officer could potentially be used to make the determination after the expansion was in operation.

Waiver Request

The project has been designed to meet the review standards of the Town of Gray Site Plan We hereby request a waiver from Section 401.10.11.B.8 of the Town of Gray Land Use Ordinance. That section dictates how many parking spaces are required. The calculation shows that 57 parking spaces are required based upon the number of employees & children. We currently propose 42 total spaces. The applicant believes that the existing parking lot is sufficient to handle the proposed expansion but is willing to construct more parking area if deemed necessary by the Town Code Enforcement Officer.

Attachments

The following items are attached:

- Amendment to Site Plan Fee (\$350)
- Abutter Notification Fee & Legal Ad Fee (\$236)
- Planning Board Application
- Building Elevations

Closure

We are hopeful that this application can be placed on the agenda for the February 11, 2021 Planning Board Meeting. Thank you for your consideration and please contact me if you have any questions as you review the enclosed plans and information.

Sincerely,
TERRADYN CONSULTANTS, LLC



Jeff Amos, P.E.



PLANNING BOARD/STAFF REVIEW COMMITTEE APPLICATION TOWN OF GRAY MAINE

PROPERTY TO BE DEVELOPED

Property Location/Address		Property Map/Lot	_____ - _____ - _____
Zoning District		Lot Acreage	
Owner Name		Tax Sheet	
Owner Address		Owner Phone	

APPLICANT

Name (IF different than owner)		Contact Phone Number	
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address			

AGENT/CONSULTANT

Name		Contact Phone Number	
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address			

PROJECT

The undersigned requests that the Town of Gray Planning Board consider the following application for:

- | | |
|--|--|
| <input type="checkbox"/> Subdivision
<input type="checkbox"/> Sketch Plan Review
<input type="checkbox"/> Preliminary Plan Review (Major)
<input type="checkbox"/> Final Plan Review (Major)
<input type="checkbox"/> Minor

<input type="checkbox"/> Site Plan Review
<input type="checkbox"/> Pre-Application Conference
<input type="checkbox"/> Minor
<input type="checkbox"/> Major

<input type="checkbox"/> Shoreland Zoning Permit | <input type="checkbox"/> Other (specify)
<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Amendment
<input type="checkbox"/> Extension
<input type="checkbox"/> Workshop
<input type="checkbox"/> Contract Zone Request |
|--|--|

Project Description / Comments:

Applicant Signature

Date

1/20/2021



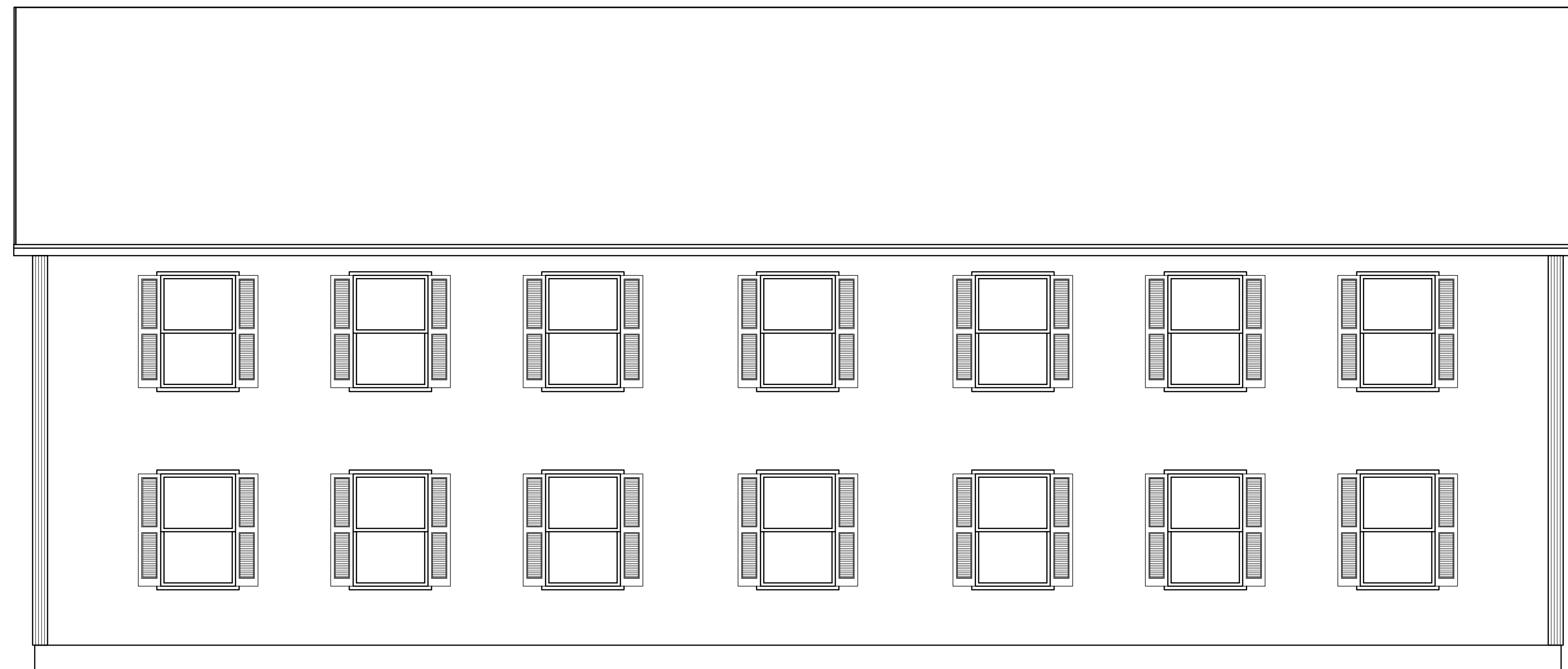
FRONT ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:
CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS, AND OR LOCAL CODES.



RIGHT ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:
CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS, AND OR LOCAL CODES.



REAR ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:
CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS, AND OR LOCAL CODES.



LEFT ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:
CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS, AND OR LOCAL CODES.



Daycare Building
Preliminary Elevations
Gray, ME

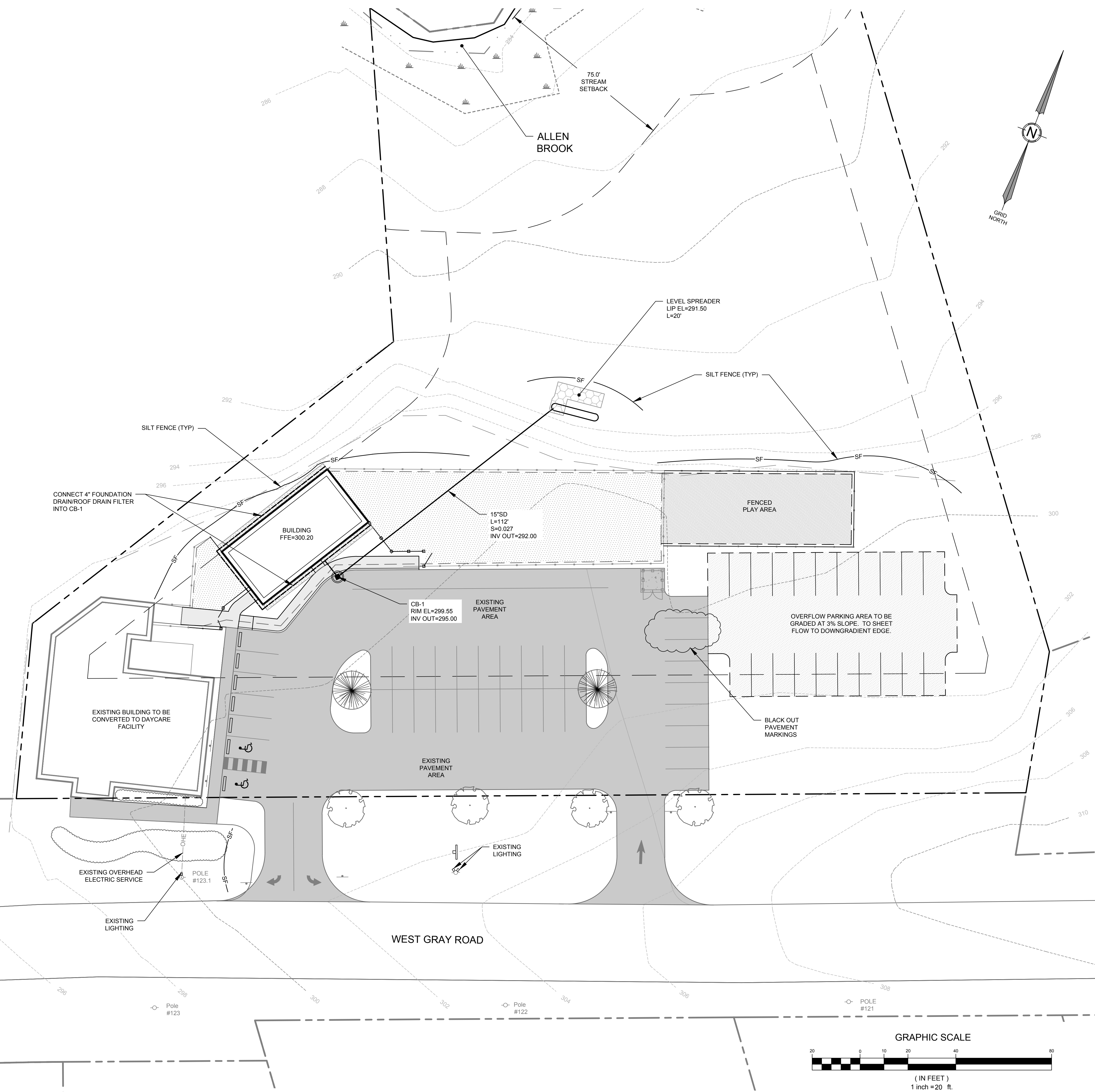
DESIGNS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. ALL DRAWINGS, PLANS, AND SPECIFICATIONS ARE PROVIDED TO THE CLIENT WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYERS OF DRAFTING & DESIGN ME LLC, OR ANY OF ITS SUBSIDIARIES, SHALL BE RESPONSIBLE FOR ANY DAMAGES, INJURIES, OR DEATHS THAT MAY OCCUR AS A RESULT OF ANY ACTS OR OMISSIONS OF ANY PROFESSIONAL ENGINEER, ARCHITECT, OR CONTRACTOR. CHANGES AND/OR REVISIONS MADE TO PLAN BY CLIENT AND/OR CONTRACTOR.

Revisions:	
02/03/21	REVISED PLANS
02/03/21	REVISED PLANS

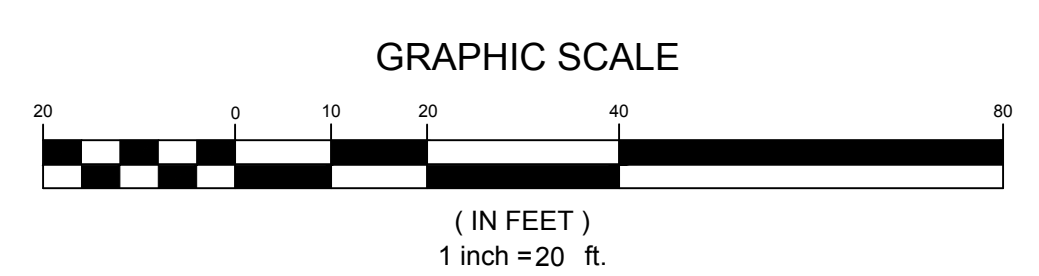
Date :02/03/2021
Scale : 1/4"=1'-0"
Drawn By: JTM
Project: CL012821
Sheet Number:

CONSTRUCTION NOTES

- ALL WORK SHALL CONFORM TO THE APPLICABLE CODES AND ORDINANCES.
- CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIM OR HERSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIM OR HERSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
- CONTRACTOR SHALL NOTIFY ENGINEER OF ALL PRODUCTS OR ITEMS NOTED AS "EXISTING" WHICH ARE NOT FOUND IN THE FIELD.
- INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND OWNER'S REQUIREMENTS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO CONSTRUCTION.
- CONTRACTOR SHALL INCORPORATE PROVISIONS AS NECESSARY IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO ORIGINAL CONDITION AND AS DIRECTED BY DESIGN DRAWINGS.
- SITE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2004 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
- THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS BY THE SURVEYOR AND BY INFORMATION PROVIDED BY UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT DIG SAFE (1-888-DIGSAFE) AT LEAST THREE (3) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.
- CONTRACTOR SHALL BE AWARE THAT DIG SAFE ONLY NOTIFIES ITS "MEMBER" UTILITIES ABOUT THE DIG. WHEN NOTIFIED, DIG SAFE WILL ADVISE CONTRACTOR OF MEMBER UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND CONTACTING NON-MEMBER UTILITIES DIRECTLY. NON-MEMBER UTILITIES MAY INCLUDE TOWN OR CITY WATER AND SEWER DISTRICTS AND SMALL LOCAL UTILITIES, AS WELL AS USG PUBLIC WORKS SYSTEMS.
- CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF 23 MRSA 3360-A. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE APPROPRIATE UTILITIES TO OBTAIN AUTHORIZATION PRIOR TO RELOCATION OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS. IF A UTILITY CONFLICT ARISES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER, THE MUNICIPALITY AND APPROPRIATE UTILITY COMPANY PRIOR TO PROCEEDING WITH ANY RELOCATION.
- ALL PAVEMENT MARKINGS AND DIRECTIONAL SIGNAGE SHOWN ON THE PLAN SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS.
- ALL PAVEMENT JOINTS SHALL BE SAWCUT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.
- NO HOLES, TRENCHES OR STRUCTURES SHALL BE LEFT OPEN OVERNIGHT IN ANY EXCAVATION ACCESSIBLE TO THE PUBLIC OR IN PUBLIC RIGHTS-OF-WAY.
- ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A M.D.O.T. PERMIT AS WELL AS PERMITS FROM THE TOWN AS APPLICABLE.
- THE PROPOSED LIMITS OF CLEARING SHOWN HEREON ARE APPROXIMATE BASED UPON THE PROPOSED LIMITS OF SITE GRADING. THE APPLICANT RESERVES THE RIGHT TO PERFORM NORMAL FOREST MANAGEMENT ACTIVITIES OUTSIDE OF THE CLEARING LIMIT AS SHOWN. TREE REMOVAL OUTSIDE OF THE LIMITS OF CLEARING MAY BE NECESSARY TO REMOVE DEAD OR DYING TREES OR TREE LIMBS. THIS REMOVAL IS DUE TO POTENTIAL SAFETY HAZARDS AND TO PROMOTE PROPER FOREST GROWTH.
- IMMEDIATELY UPON COMPLETION OF CUTS/FILLS, THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH EROSION CONTROL NOTES AND AS SPECIFIED ON PLANS.
- THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE REMOVAL, REPLACEMENT AND RECTIFICATION OF ALL DAMAGED AND DEFECTIVE MATERIAL AND WORKMANSHIP IN CONNECTION WITH THE CONTRACT WORK. THE CONTRACTOR SHALL REPLACE OR REPAIR AS DIRECTED BY THE OWNER ALL SUCH DAMAGED OR DEFECTIVE MATERIALS WHICH APPEAR WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.
- ALL WORK PERFORMED BY THE GENERAL CONTRACTOR AND/OR TRADE SUBCONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF LOCAL, STATE OR FEDERAL LAWS, AS WELL AS ANY OTHER GOVERNING REQUIREMENTS, WHETHER OR NOT SPECIFIED ON THE DRAWINGS.
- WHERE THE TERMS "APPROVED EQUAL", "OTHER APPROVED", "EQUAL TO", "ACCEPTABLE" OR OTHER GENERAL QUALIFYING TERMS ARE USED IN THESE NOTES, IT SHALL BE UNDERSTOOD THAT REFERENCE IS MADE TO THE RULING AND JUDGMENT OF TERRADYN CONSULTANTS, LLC.
- THE GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION FOR THE WORK UNTIL TURNED OVER TO THE OWNER.
- THE GENERAL CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DRAWINGS ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE OF ALL TRADES.
- THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY THE ARCHITECT/ENGINEER AND/OR CLIENT/OWNER.
- DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. ANY MODIFICATION TO SUIT FIELD DIMENSION AND CONDITION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.
- BEFORE THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND MATERIALS, REPAIR OR REPLACE PRIVATE OR PUBLIC PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DURING CONSTRUCTION, CLEAN THE AREAS WITHIN AND ADJACENT TO THE PROJECT WHICH HAVE BEEN OBSTRUCTED BY HIS/HER OPERATIONS, AND LEAVE THE PROJECT AREA NEAT AND PRESENTABLE.



DATE: 2/4/2020	
P.E.: JEFFREY D. AMOS	
APP'D BY	REVISIONS
NO.	DATE
565 CONGRESS STREET SUITE 201 PORTLAND, ME 04102 41 CAMPUS DRIVE SUITE 101 NEW GLOUCESTER, ME 04260 OFFICE: (207) 926-5111 FAX: (207) 221-1317 www.terradynconsultants.com	
Civil Engineering Land Planning Stormwater Design Environmental Permitting	
PERMIT DRAWING NOT FOR CONSTRUCTION	
PROJECT:	THE PLAYHOUSE DAYCARE CENTER EXPANSION 322 WEST GRAY ROAD, GRAY, MAINE
SHEET TITLE:	GRADING & EROSION CONTROL PLAN
CLIENT:	CHASE CUSTOM HOMES & FINANCE 290 BRIDGTON ROAD WESTBROOK, MAINE 04092
DATE:	2/4/2020
SCALE:	1"=20'
DESIGNED:	JDA
JOB NO.:	2082
FILE:	
SHEET	C-2.0



GENERAL NOTES:

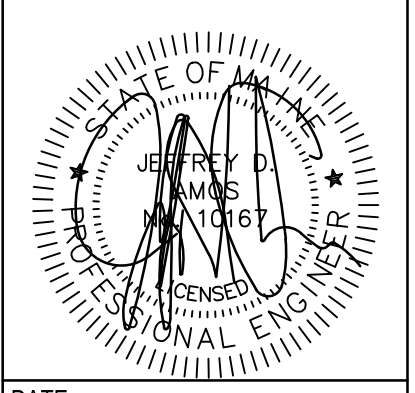
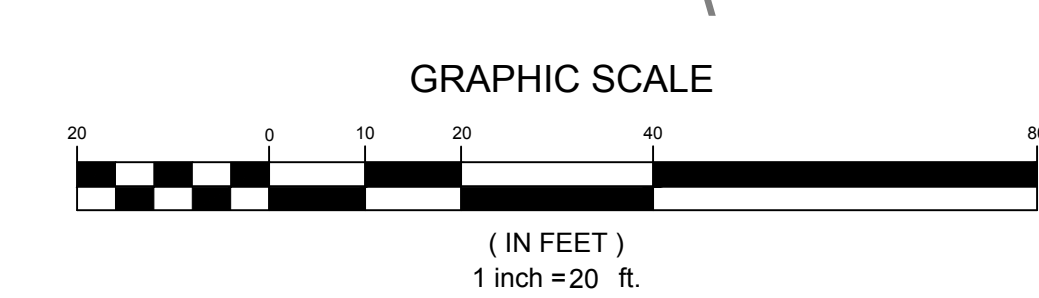
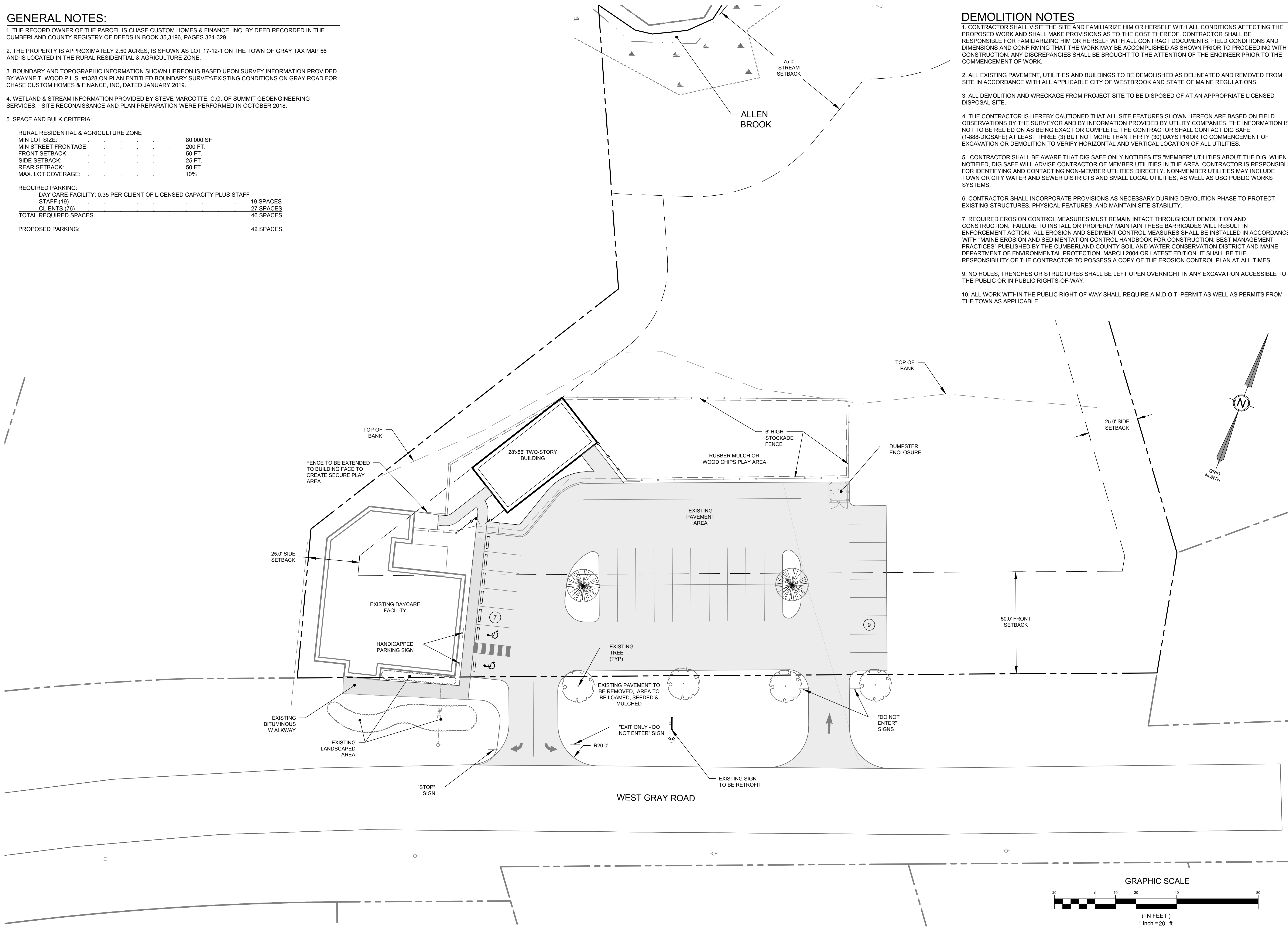
1. THE RECORD OWNER OF THE PARCEL IS CHASE CUSTOM HOMES & FINANCE, INC. BY DEED RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 35,3196, PAGES 324-329.
2. THE PROPERTY IS APPROXIMATELY 2.50 ACRES, IS SHOWN AS LOT 17-12-1 ON THE TOWN OF GRAY TAX MAP 56 AND IS LOCATED IN THE RURAL RESIDENTIAL & AGRICULTURE ZONE.
3. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON SURVEY INFORMATION PROVIDED BY WAYNE T. WOOD P.L.S. #1328 ON PLAN ENTITLED BOUNDARY SURVEY/EXISTING CONDITIONS ON GRAY ROAD FOR CHASE CUSTOM HOMES & FINANCE, INC. DATED JANUARY 2019.
4. WETLAND & STREAM INFORMATION PROVIDED BY STEVE MARCOTTE, C.G. OF SUMMIT GEOENGINEERING SERVICES. SITE RECONNAISSANCE AND PLAN PREPARATION WERE PERFORMED IN OCTOBER 2018.
5. SPACE AND BULK CRITERIA:

RURAL RESIDENTIAL & AGRICULTURE ZONE	
MIN LOT SIZE:	80,000 SF
MIN STREET FRONTAGE:	200 FT.
FRONT SETBACK:	50 FT.
SIDE SETBACK:	25 FT.
REAR SETBACK:	50 FT.
MAX. LOT COVERAGE:	10%

REQUIRED PARKING:	
DAY CARE FACILITY: 0.35 PER CLIENT OF LICENSED CAPACITY PLUS STAFF	
STAFF (19)	19 SPACES
CLIENTS (76)	27 SPACES
TOTAL REQUIRED SPACES	46 SPACES
PROPOSED PARKING:	42 SPACES

DEMOLITION NOTES

1. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIM OR HERSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIM OR HERSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
2. ALL EXISTING PAVEMENT, UTILITIES AND BUILDINGS TO BE DEMOLISHED AS DELINEATED AND REMOVED FROM SITE IN ACCORDANCE WITH ALL APPLICABLE CITY OF WESTBROOK AND STATE OF MAINE REGULATIONS.
3. ALL DEMOLITION AND WRECKAGE FROM PROJECT SITE TO BE DISPOSED OF AT AN APPROPRIATE LICENSED DISPOSAL SITE.
4. THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS BY THE SURVEYOR AND BY INFORMATION PROVIDED BY UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT DIG SAFE (1-888-DIGSAFE) AT LEAST THREE (3) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.
5. CONTRACTOR SHALL BE AWARE THAT DIG SAFE ONLY NOTIFIES ITS "MEMBER" UTILITIES ABOUT THE DIG. WHEN NOTIFIED, DIG SAFE WILL ADVISE CONTRACTOR OF MEMBER UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND CONTACTING NON-MEMBER UTILITIES DIRECTLY. NON-MEMBER UTILITIES MAY INCLUDE TOWN OR CITY WATER AND SEWER DISTRICTS AND SMALL LOCAL UTILITIES, AS WELL AS USG PUBLIC WORKS SYSTEMS.
6. CONTRACTOR SHALL INCORPORATE PROVISIONS AS NECESSARY DURING DEMOLITION PHASE TO PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY.
7. REQUIRED EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT DEMOLITION AND CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2004 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
9. NO HOLES, TRENCHES OR STRUCTURES SHALL BE LEFT OPEN OVERNIGHT IN ANY EXCAVATION ACCESSIBLE TO THE PUBLIC OR IN PUBLIC RIGHTS-OF-WAY.
10. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A M.D.O.T. PERMIT AS WELL AS PERMITS FROM THE TOWN AS APPLICABLE.



DATE:	
P.E.:	
APP'D BY:	
REVISIONS	
NO.	DATE

565 CONGRESS STREET
 SUITE 201
 PORTLAND, ME 04102

41 CAMPUS DRIVE
 SUITE 101
 NEW GLOUCESTER, ME 04260

OFFICE: (207) 926-5111 FAX: (207) 221-1317
 www.terradynconsultants.com

TERRADYN
 CONSULTANTS, LLC

Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
 NOT FOR CONSTRUCTION

PROJECT: THE PLAYHOUSE DAYCARE CENTER EXPANSION
 322 WEST GRAY ROAD, GRAY, MAINE

SHEET TITLE: SITE & LANDSCAPING PLAN

CLIENT: CHASE CUSTOM HOMES & FINANCE
 290 BRIDGTON ROAD
 WESTBROOK, MAINE 04092

DATE:	12/29/2020
SCALE:	1"=20'
DESIGNED:	JDA
JOB NO:	2082
FILE:	2082 B.DWG
SHEET	C-1.0

**CONTRACT ZONING AGREEMENT BETWEEN
BIRCH POINT PROPERTIES LLC, A.H. GROVER, INC. AND THE
TOWN OF GRAY**

This Contract Zoning Agreement, made this _____ day of _____, 2021, by the TOWN OF GRAY, a body corporate and politic, located in the County of Cumberland and State of Maine, with a mailing address of 24 Main Street, Gray, Maine 04039 (hereinafter “the Town”), Birch Point Properties LLC, a Maine Limited Liability Company with a mailing address of 170 Shaker Road, Gray, Maine 04039 and A.H. Grover, Inc., a Maine Corporation with a mailing address of 80 Pembroke Peak, North Yarmouth, Maine 04097 (hereinafter, collectively, the “Owner”).

WITNESSETH:

WHEREAS, the Owner seeks to develop a 68 +/- acre parcel located in the vicinity of Yarmouth Road and Woodcock Road, identified in the Town tax maps as Map 44, Lot 32-112, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 36348, Page 165 (the “Property”); and

WHEREAS, the Owner seeks to develop a residential subdivision on the Property, to be known as Stillwater Pines Subdivision; and

WHEREAS, the Owner seeks to modify the Town’s subdivision road standards in the construction of the private road that will serve the subdivision and associated open space; and

WHEREAS, the Owner proposes to construct a multi-use playing field and associated facilities and access, and to deed the multi-use playing field area and an access easement to the Town; and

WHEREAS, the proposed development addresses, among others, the following goals and guidelines of the Town’s Comprehensive Plan:

- To encourage “orderly growth and development in appropriate areas of Town while protecting the State’s rural character, making efficient use of public services and infrastructure and preventing development sprawl;
- To “work with public and private partners to extend and maintain a network of trails for motorized and non-motorized uses;”
- To “identify priorities for preservation and needs to recreational facilities to meet current and future demands;” and

WHEREAS, the creation of public playing fields and trails will benefit both residents of the new subdivision and residents of the entire Town, both maintaining and expanding the quality and amount of recreational opportunities available and the acquisition of rights for

recreational purposes such as ball fields was identified by a number of Town residents in response to a survey as an appropriate investment by the Town; and

WHEREAS, the proposed residential subdivision and recreational and open space uses are consistent with the existing and permitted uses within the underlying zoning district; and

WHEREAS, the Gray Planning Board reviewed this proposed rezoning and recommended its approval after a public hearing held on _____, 2021; and

WHEREAS, the Town, by and through its Town Council, has determined that said rezoning will be pursuant to and consistent with the Comprehensive Plan and will meet the requirements of 30-A M.R.S. § 4352(8) and therefore has authorized the execution of this Contract Zoning Agreement on _____, 2021;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Amendment of Zoning Map. The Town will amend the Zoning Map of the Town of Gray, as amended, a copy of which is on file at the Henry Pennell Municipal Complex and which is incorporated by reference in the Zoning Ordinance, Section 402.3.1, by adopting the map change amendment shown on Exhibit 1. This amendment includes the existing portion of Woodcock Road leading to the Property.

2. Land use requirements. Except as expressly stated herein, the Property shall be used and developed in accordance with the Medium Density zoning district provisions and requirements, as well as other applicable provisions of the Zoning Ordinance and the Subdivision Ordinance.

3. Dimensional Requirements and Uses. Except as otherwise established in this Section 3, development on the Property shall comply with the requirements of the underlying Medium Density District and all applicable Ordinances and performance standards, except:

a. The maximum number of dwelling units to be served by the existing portion of Woodcock Road and the proposed extension of Woodcock Road shall be no more than fifty new (50) dwelling units in addition to the existing dwelling units already located on Woodcock Road due to the revisions to the road standards established herein. For purposes of this Agreement, an accessory apartment shall be included in the calculation of the maximum number of dwelling units.

b. Municipal uses shall be allowed on the land to be deeded to the Town as described in Section 7.

4. Road standards for Woodcock Road.

a. The existing portion of Woodcock Road shall be improved and maintained to the following standards:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be a five (5)-foot wide paved sidewalk on one side of the road, which shall be flush with the shoulder.

b. The extension of Woodcock Road shall be constructed and maintained as follows:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be five (5)-foot wide paved sidewalk on one side of the road, with curbing and a four (4)-foot wide esplanade on one side of the road, with the sidewalk connecting to the sidewalk to be installed on the existing portion of Woodcock Road.
- vi. Except as modified above, the extension of Woodcock Road shall be constructed in accordance with Village Public Street standards per Table 401.13.16-2 of the Gray Subdivision Ordinance.

c. Cross-sections of the roads shall be substantially in accordance with Exhibit 2, attached to and incorporated as part of this Agreement.

d. The owner shall have the ability to exceed the maximum length of a dead-end street as established in 401.13.16.B.2.f.ii of Gray Subdivision Ordinance

e. The owner shall have the ability to exceed the maximum of homes on a dead-end street as established in 401.13.16.B.2.f.vi of Gray Subdivision Ordinance.

5. Maintenance of Woodcock Road. Woodcock Road shall remain a private road and shall not be accepted by the Town as a public street unless it is upgraded to applicable Town standards in effect at the time that the road is dedicated to the Town. The Owner or any successor in interest may offer to the Town a public easement for winter maintenance, subject to the requirements and conditions of Sections 2.2 and 2.4 of the Town of Gray Street Ordinance, as may be amended, and as modified by this Agreement. Said winter maintenance shall not include maintenance, including plowing and sanding, of the sidewalks. Pavement markings including striping for sidewalks will be the responsibility of the road association and must be maintained to be eligible for winter maintenance. The Town will not be a party in the road association.

6. Requirements for construction of access to property to be deeded to Town. In addition to the requirements for the construction of Woodcock Road, the Owner shall be

responsible for constructing an access to the property to be deeded to the Town described in Section 7. The right-of-way for the access shall be sixty (60) feet in width, with a minimum twenty (20)-foot wide gravel travel lane and shall include a swing gate and turn around to be located before the stream crossing. Boulders shall be tightly spaced at sides of gate to prevent vehicular access This access shall be constructed prior to the conveyance of the at minimum 12.9acre parcel and the access, both as shown on Exhibit 3, to the Town. The cross-section of the access shall be substantially in accordance with Exhibit 2.

7. Grant of land to the Town. The Owner shall grant to the Town a minimum of 12.9 acres of land in the southeast corner of the Property, which shall be improved as set forth in Section 8. The Owner may retain a grading easement over this parcel in order to grade it to be level with the abutting gravel pits. The property shall be deeded to the Town no later than three (3) years after the Planning Board grants final approval of Phase 1 of the proposed Stillwater Pines Subdivision. The Owner shall also grant to the Town an access easement in perpetuity over the entire length of Woodcock Road to serve the Town-owned property, including the parking area and the playing field, which easement shall include the right to maintain, improve and utilize utility connections to the property to be deeded to the Town. Any deed covenants and road association or homeowner association documents shall disclose the existence of the Town easement to the property to be deeded to the Town. Prior to the grant of land to the Town, the Owner reserves the right to remove material from this parcel, subject to the construction standards set forth in Section 8. The dedication of the open space and playing fields is an integral part of this Agreement in order to maintain open space and recreational facilities in the Town. The Town may make further improvements to this land in the future, as long as such improvements are related to the public recreational use of the land and associated parking. The playing field area is intended serve as the replacement property for purposes of the grant funding previously provided to the Town by the Land and Water Conservation Fund for property located at 10 Libby Hill Road in Gray. Because of this conversion, the playing field shall be held and used consistent with the requirements of that grant.

8. Construction of playing fields and parking area. The Owner shall construct on the land to be conveyed to the Town at least a 150-foot by 300-foot multi-use playing field and twenty (20) parking spaces and a level overflow parking area to serve the field in locations substantially in accordance with Exhibit 3. The field area shall be loamed to a minimum depth of three (3) inches and seeded until full grass coverage has occurred. The Owner shall extend electrical conduit and public water to the area to be deeded to the Town, with services stubbed to allow the Town to connect to them in the future if the Town decides to make such connections. All required improvements shall be completed to the satisfaction of the Town prior to the conveyance of the at minimum 12.9 acre parcel and access easement to the Town. The Owner shall be responsible for acquiring all required permits and approvals for these improvements.

As part of the construction of Phase 1 of the residential subdivision, the Owner shall be responsible for permitting and construction of the required stream crossing substantially in accordance with Exhibit 4 to include straight runs of Schedule 40 electrical conduit with no elbows for utilities to the playing field to be part of the crossing including at a minimum: one (1) 4" conduit for the water line, two (2) 3" conduits for loop electric feeds, and two (2) 2" conduits

for communication facilities. Ends of the conduits to be waterproof-capped and marked with re-bar at all ends to locate in future.

9. Future loop to Yarmouth Road or ring road to Portland Road. The Owner shall reserve a right-of-way to allow the future looping of Woodcock Road to Yarmouth Road or a ring road to Portland Road. The area of the reserved right-of-way shall be established as part of the Town's subdivision review of the Property.

10. Trails. The existing trail system located within the designated open space on the Property shall be maintained by the homeowner's association and shall be open for use by the public. Some minor rerouting of the trail system shall be allowed, with final locations to be established as part of subdivision review. Any future trails established within the open space will be available for public use. The Town Council shall review and approve any proposed regulations or restrictions on the use of the trails. The Town will not be subject to or a party to the homeowner's association or responsible for trail maintenance. Motorized vehicles of any type shall not be allowed on trails. Final trail locations shall adhere to subdivision standards as determined by the Planning Board.

11. Extension of public water. The Owner shall be responsible for extending public water to serve the proposed development and shall offer to the existing homeowners on Woodcock Road the ability to connect to such service at their own expense.

12. Site work prior to construction. Once the grading of the site is complete, the Owner shall place a berm along the property lines separating the minimum of 12.9 acre parcel to be conveyed to the Town from the abutting gravel pits substantially in accordance with Exhibit 3. The berm shall be placed and maintained on the minimum of 12.9 acre parcel to be conveyed to the Town as depicted on Exhibit 3. The berm shall be two-thirds of the final excavation depth built two (2) feet horizontally for every vertical foot (2:1 slope). The berm along the southwest property line shall be at least seven hundred (700) feet long and a minimum of twelve (12) to eighteen (18) feet in height above the multi-use field elevation. The berm along the southeastern property line shall be a minimum of nine hundred and thirty (930) feet in length and decrease gradually in height from eighteen (18) feet above the field elevation to a minimum height of twelve (12) feet above the field elevation at the most easterly property corner, both berms substantially in accordance with Exhibit 3 Boulders a minimum of two (2) feet in diameter shall be placed three (3) or less feet apart on the berm at a location approved by the Planning Board with input from the Owner and abutting property owners, with said approval to occur as part of the Planning Board's review of the project, with input from the Owner and abutting property owners to be considered. The berm must be stabilized.

13. Timing of Improvements. The subdivision and associated improvements, including those to the property to be conveyed to the Town, shall be completed substantially in accordance with the phasing and improvements plan included as Exhibit 3, hereby incorporated as part of this Agreement.

14. Agreement to be Recorded. The Owner shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds and shall submit proof of recording to

the Gray Code Enforcement Officer and the Town Planner before any site work is undertaken or any building permits are issued.

15. Amendments to Agreement. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property and shall be amended only upon further written agreement of the parties or any successors in interest to the Property.

16. Site Plan and Subdivision Review. Approval of this Agreement will not serve as a waiver of site plan or subdivision review if otherwise required under those Ordinances.

The above stated restrictions, provisions, and conditions, are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Owners, their successors and assigns, and any party in possession or occupancy of the Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives. If any of the restrictions, provisions, conditions, or portions of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the use, development and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance, the Subdivision Ordinance and all other applicable Town ordinances. This contract rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S. § 4452) and the Town's land use ordinances. Following any determination of a zoning or other land use violation by the Court or the Code Enforcement Officer, the Town Council, after recommendation of the Planning Board, may amend, modify or rescind the Contract Zone and rezone the Property to the prior or any successor zoning districts.

In the event that the Owner fails to develop the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Town Council shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate. The resolution may include, without limitation, a termination of the Agreement by the Town Council and a rezoning of the Property to the prior or any successor zoning districts. In such an event, the Property shall then be used only for such other uses as are otherwise allowed by law.

WITNESS:

TOWN OF GRAY

By: _____
Nathaniel Rudy, Town Manager,
(duly authorized by vote of the Gray
Town Council on _____, 2021)

BIRCH POINT PROPERTIES, LLC

By: _____

Allen Hamilton, its Member

A.H. GROVER, INC.

By: _____

Benjamin Grover, its
Vice-President

STATE OF MAINE
CUMBERLAND, ss

_____, 2021

Personally appeared the above-named Nathaniel Rudy, in his capacity as Town Manager for the Town of Gray, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Gray.

Notary Public/Attorney at Law

Print Name

STATE OF MAINE
CUMBERLAND, ss

_____, 2021

Personally appeared before me the above-named Allen Hamilton, in his capacity as Member of Birch Point Properties LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Notary Public/Attorney at Law

Print Name

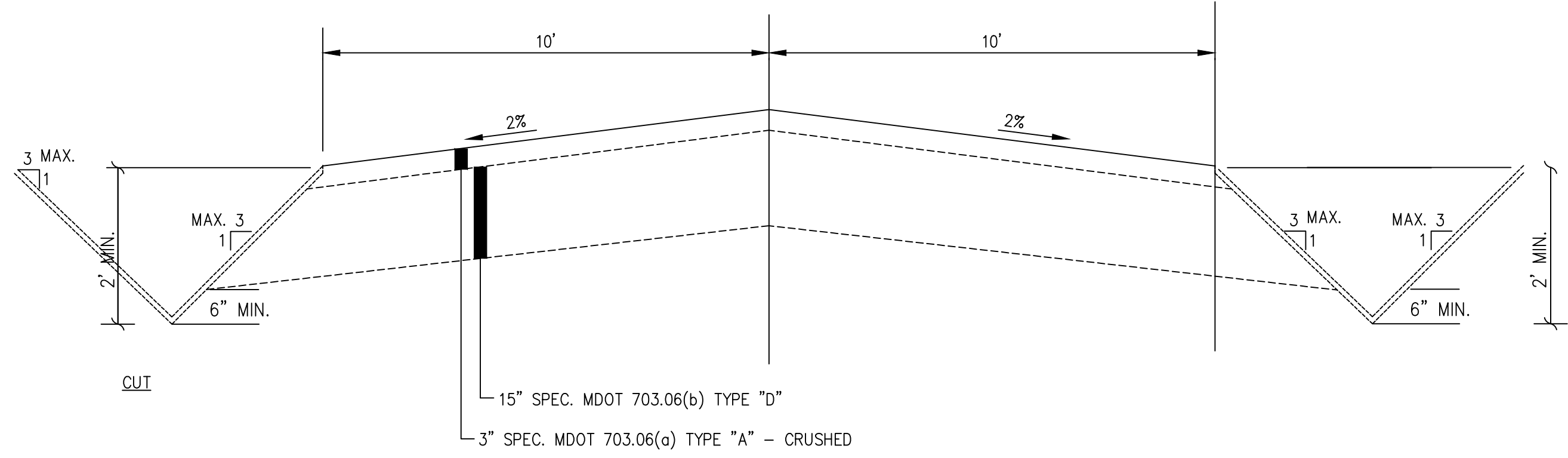
STATE OF MAINE
CUMBERLAND, ss

_____, 2021

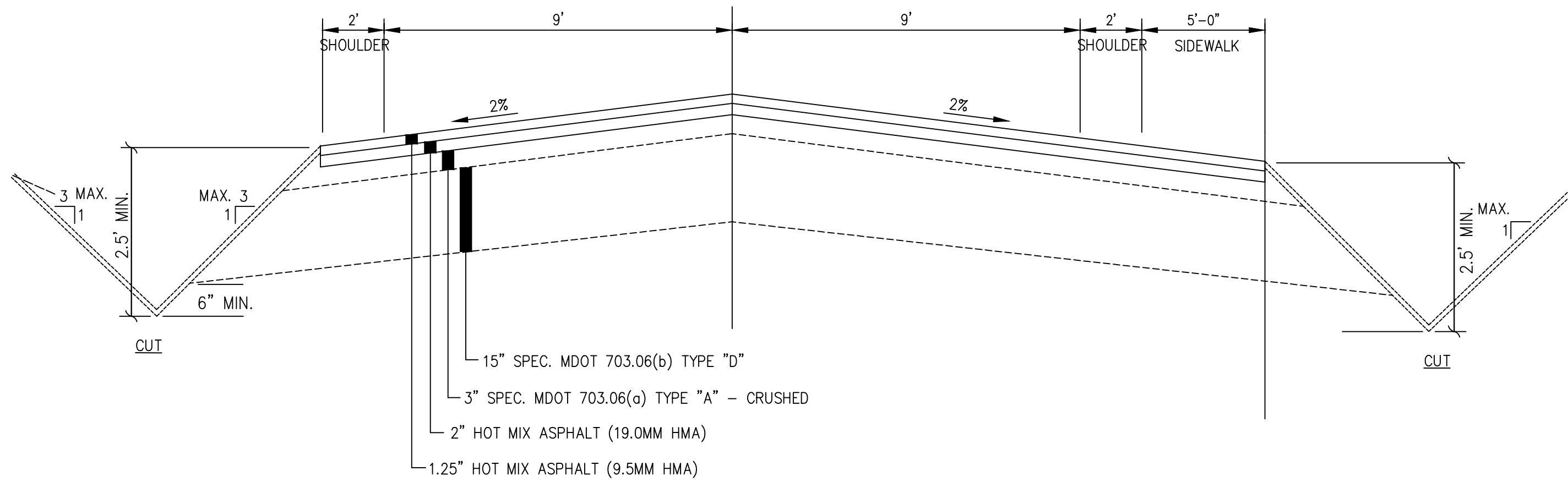
Personally appeared before me the above-named Benjamin Grover, in his capacity as Vice-President of A.H. Grover, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Notary Public/Attorney at Law

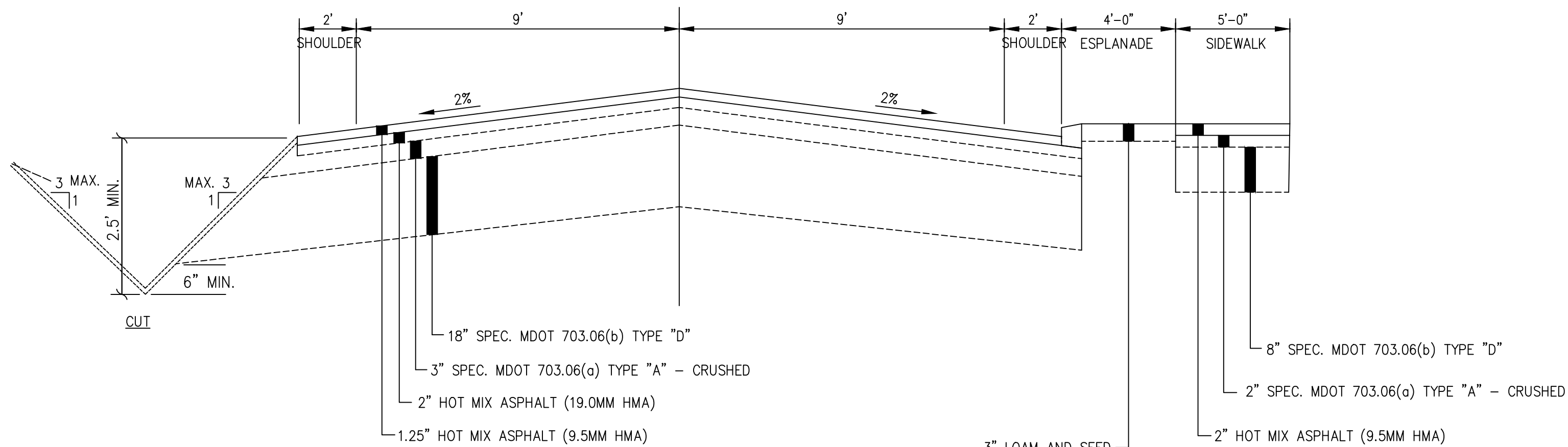
Print Name



(A) GRAVEL ROAD
N.T.S.



(B) EXISTING WOODCOCK DRIVE IMPROVEMENT
N.T.S.



(C) WOODCOCK DRIVE EXTENSION
N.T.S.

C. TABLE 401.13.16-2

ITEM	Sub-collector Streets	Village Public Street	Rural Public Street	Rural Public Easement Street	Minor Rural Street
A. Minimum width right of way ¹	60 ft	60 ft	50 ft	50 ft ⁵	50 ft
B. Minimum grade	.5 percent ²	.5 percent ²	1 percent	1 percent	1 percent
C. Maximum grade	8 percent	8 percent	10 percent	10 percent ³	10 percent ³
D. Maximum grade within 75 ft of intersection	3 percent	3 percent	3 percent	3 percent	3 percent
E. Width of shoulders on each side	4 ft (paved)	4 ft (paved)	4 ft (paved)	2 ft (gravel)	2 ft (gravel)
F. Minimum travel way width	22 ft	20 ft	20 ft	18 ft	16 ft
G. Aggregate sub-base course gravel	15 inches	15 inches	15 inches	15 inches	15 inches
H. Aggregate upper base crushed gravel	3 inches	3 inches	3 inches	3 inches	3 inches
I. Bituminous paving	3-1/4 inches	3-1/4 inches	3-1/4 inches	3-1/4 inches	
J. Sidewalks (one side min.):					
Minimum width	5 ft	5 ft			
Aggregate sub-base course gravel	8 inches	8 inches			
Aggregate upper base crushed gravel	2 inches	2 inches			
Bituminous paving	2 inches	2 inches			
K. Minimum curb radii:					
90 degree intersections	40 ft	25 ft	25 ft	15 ft	15 ft
Less than 90 degrees	40 ft	30 ft	30 ft	20 ft	20 ft
L. Minimum dwelling units	51	4	26	11	2
M. Maximum dwelling units	100 ⁴	50	50	25	10

REV	DATE	DESCRIPTION
REVISIONS		

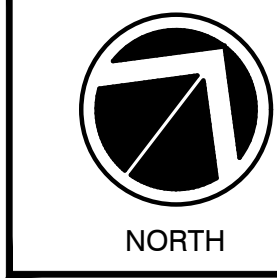
STILLWATER PINES SUBDIVISION
WOODCOCK DRIVE, MAINE 04261
ROAD SECTION
SCHEMATIC
ALLEN HAMILTON & BEN GROVER
170 SHAKER ROAD
GRAY, MAINE 04039

Atlantic Resource Consultants
541 US Route One
Freeport, ME 04032
Tel: 207.869.9050

DRAWN: MPV DATE: JANUARY 2021
DESIGNED: CEB/MPV SCALE: N.T.S.
CHECKED: JAV/CEB JOB NO. 20-012
FILE NAME:
SHEET: SK-1

GENERAL NOTES:

- OWNERS OF RECORD ARE BIRCHPOINT PROPERTIES, LLC AND A. H. GROVER, INC. BY DEED RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 36, 348 PAGE 165.
- AREA RETAINED FOR FUTURE PHASES CANNOT BE SOLD OR DEVELOPED WITHOUT A SITE LOCATION OF DEVELOPMENT PERMIT FROM THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- ALL BEARINGS ARE REFERENCED TO MAGNETIC NORTH OF THE YEAR 1988 AS PER THE PLAN IN REFERENCE 5 AND CALCULATED FROM ANGLES OF AN ACTUAL ON THE GROUND SURVEY.
- THIS PROPERTY IS SHOWN AS LOT 32-112 ON TAX MAP 44 AND IS IN THE MEDIUM DENSITY (MD) AND THE RURAL RESIDENTIAL AND AGRICULTURAL (RRA) ZONING DISTRICTS.
- THIS PLAN REFERENCES A PLAN BY WAYNE WOOD AND CO. GRAY, MAINE 04039. PLAN TITLE: PLAN OF LAND ON WOODCOCK DRIVE FOR GRAY, MAINE ALLEN HAMILTON 170 SHAKER ROAD - GRAY, MAINE 04039. APRIL 2020. JOB NO. 22002. BY: WTW/KLW SCALE: 1" = 100' DRAWING NO. 1 OF 1
- ALL WETLANDS WILL BE PROTECTED AS FORESTED BUFFERS, INCLUDING SIGNS PROHIBITING ANY CLEARING OR DISTURBANCE BEYOND THE WETLAND LIMITS.
- PROPOSED TRAILS ARE INTENDED TO SHOW CONNECTIVITY AND NOT FINAL LOCATION.
- LOT LINES AND FINAL PHASING ARE SUBJECT TO CHANGE DURING PLANNING BOARD PROCESS.
- THE PUBLIC WILL HAVE ACCESS TO ALL TRAILS AND OPEN SPACE.
- PARCEL TO BE GIVEN TO THE TOWN WILL BE SURVEYED AT TIME OF DEED TRANSFER.



ZONING SUMMARY:

CURRENT USE: UNDEVELOPED LAND
 PROPOSED USE: SINGLE FAMILY DWELLING (DETACHED)
 ZONE - MD MEDIUM DENSITY DISTRICT (WITH PUBLIC WATER)

APPLICABLE SPACE AND BULK REGULATIONS	MINIMUM	PROVIDED
LOT AREA	30,000 S.F.	> 30,000 S.F.
STREET FRONTAGE	100'	> 100'
CUL-DE-SAC FRONTAGE	N/A	N/A
LOT WIDTH	100'	> 100'
PRINCIPAL STRUCTURE:		
FRONT SETBACK	35 FT.	35 FT.
SIDE SETBACK	15 FT.	15 FT.
REAR SETBACK	15 FT.	15 FT.
ACCESSORY STRUCTURE:		
FRONT SETBACK	35 FT.	35 FT.
SIDE SETBACK	15 FT.	15 FT.
REAR SETBACK	15 FT.	15 FT.
BUILDING COVERAGE		
BUILDING HEIGHT	20%	<20%
ACCESSORY STRUCTURE HEIGHT	35 FT.	35 FT.

NET DEVELOPMENT DENSITY CALCULATION:

TOTAL PARCEL AREA	2,310,376 S.F.
AREAS UNSUITABLE IN NATURAL STATE:	178,727 S.F.
-- WETLANDS/WATERCOURSES & FLOODPLAIN	0 S.F.
-- STEEP SLOPES OVER 30%	0 S.F.
AREAS REMOVED FOR:	127,488 S.F.
-- ACCESS ROAD/R.O.W.*	0 S.F.
-- EASEMENTS*	2,004,161 S.F.
REMAINING LAND	
MINIMUM LOT AREA IN MEDIUM DENSITY DISTRICT WITH PUBLIC WATER= 30,000 S.F.	
NET DEVELOPMENT DENSITY CALCULATION: 2,004,161/30,000 = 50 UNITS	
PROPOSED LOTS = 13 UNITS	

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	BOUNDARY LINE/R.O.W.	---
---	ABUTTER LINE/R.O.W.	---
---	SETBACK	---
---	EASEMENT	---
---	IRON PIPE/ROD	---
---	BUILDING	---
---	WETLAND	---
---	SIGN	---
---	EDGE PAVEMENT	---
---	EDGE CONCRETE	---
---	PAVEMENT PAINT	---
---	GRAVEL ROAD	---
---	CURBLINE	---
---	TREELINE	---
---	CONTOURS	---
---	SPOT GRADE	---
---	STORMWATER FLOW	---
---	STORM DRAIN	---
---	WATER MAIN/SERVICE	---
---	UNDERGROUND UTILITY	---
---	OVERHEAD UTILITY	---
---	UTILITY POLE TRANSFORMER	---

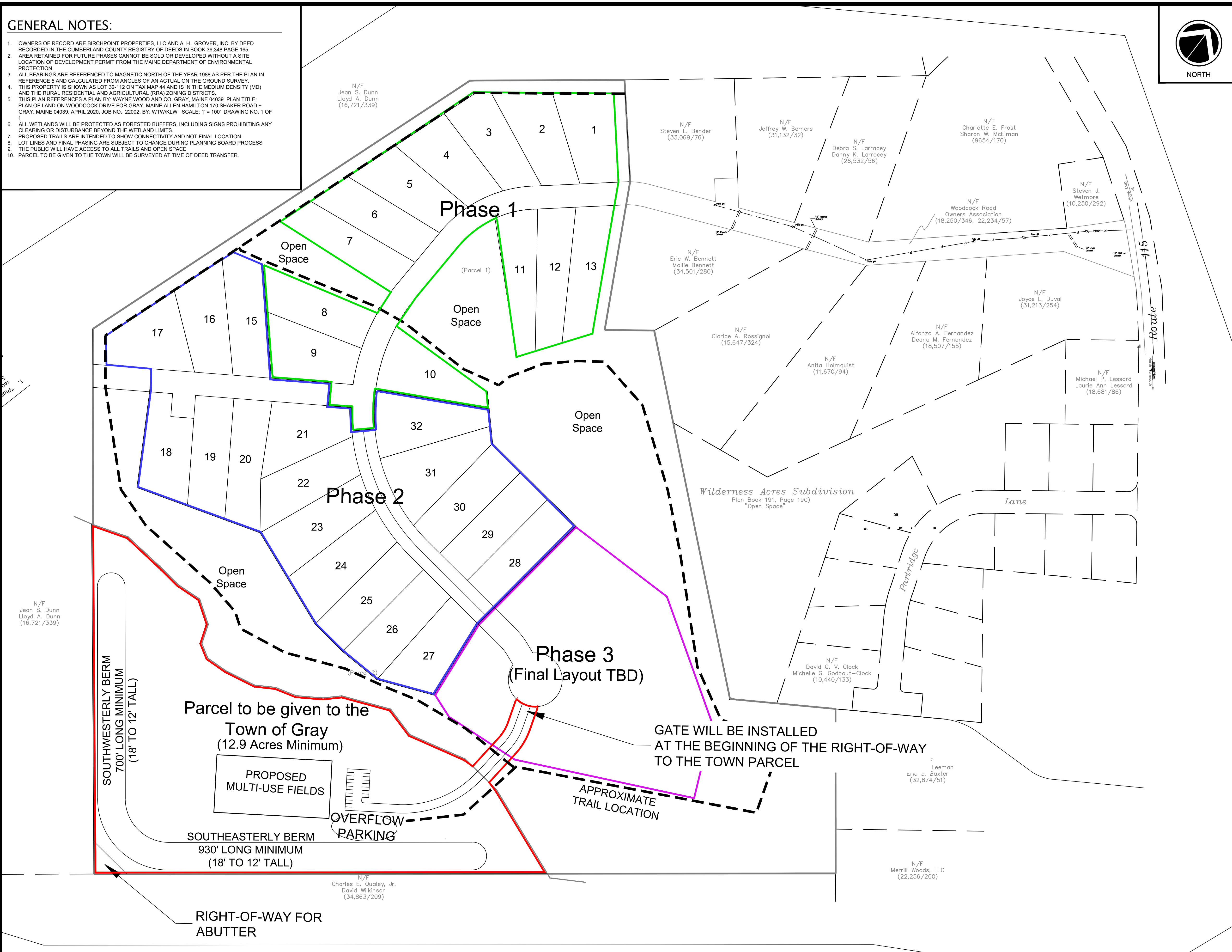


EXHIBIT 3

REV	DATE	DESCRIPTION

STILLWATER PINES SUBDIVISION
 WOODCOCK DRIVE, MAINE 04261
EXHIBIT 3
 SITE LAYOUT
 ALLEN HAMILTON & BEN GROVER
 170 SHAKER ROAD
 GRAY, MAINE 04039

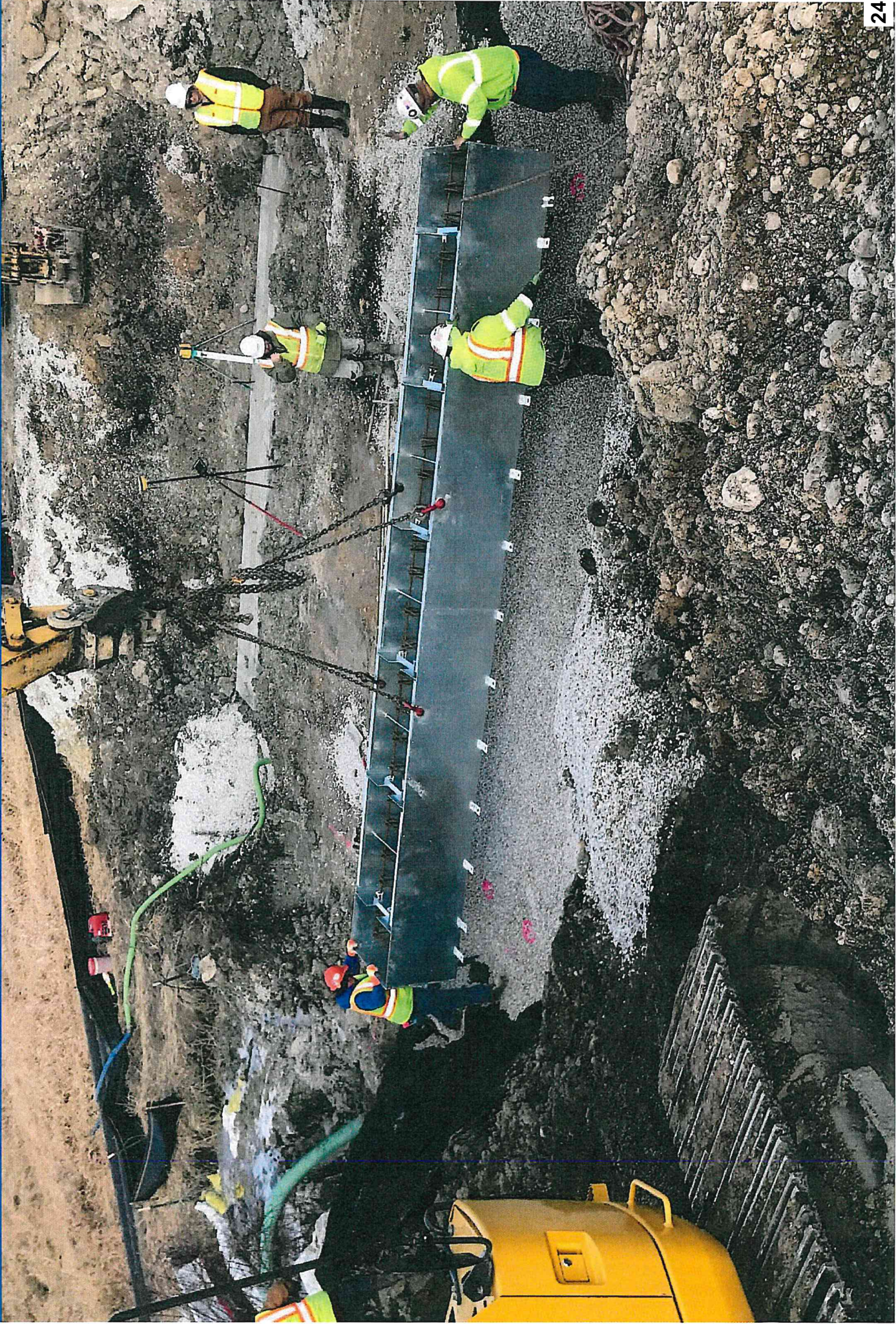
Atlantic Resource Consultants
 541 US Route One
 Freeport, ME 04032
 Tel: 207.869.9050

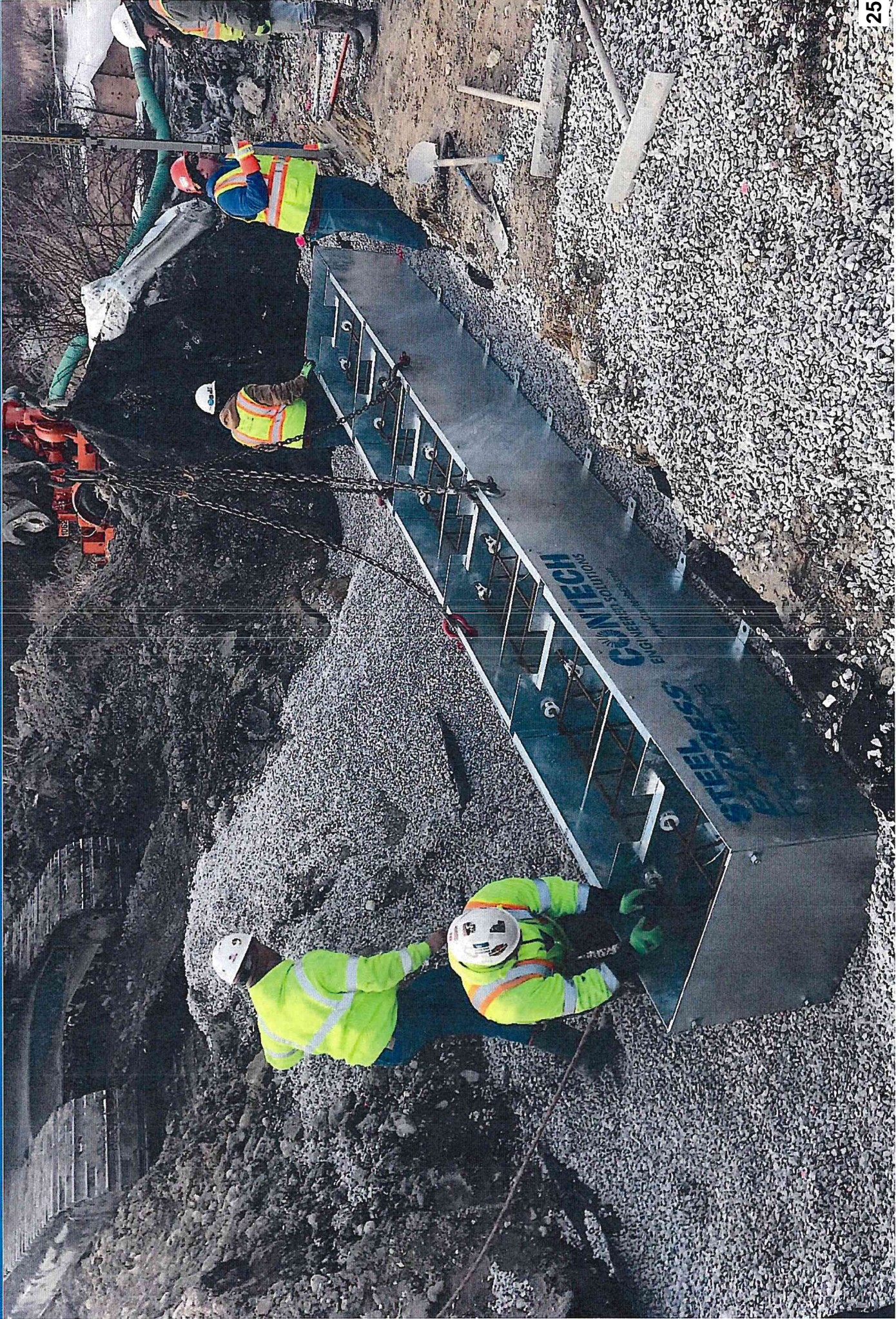
DRAWN: MPV/CGB	DATE:
DESIGNED: CGB/MPV	SCALE: 1" = 120'
CHECKED: JAV/CGB	JOB NO. 20-012
FILE NAME:	
SHEET: EXHIBIT-3	



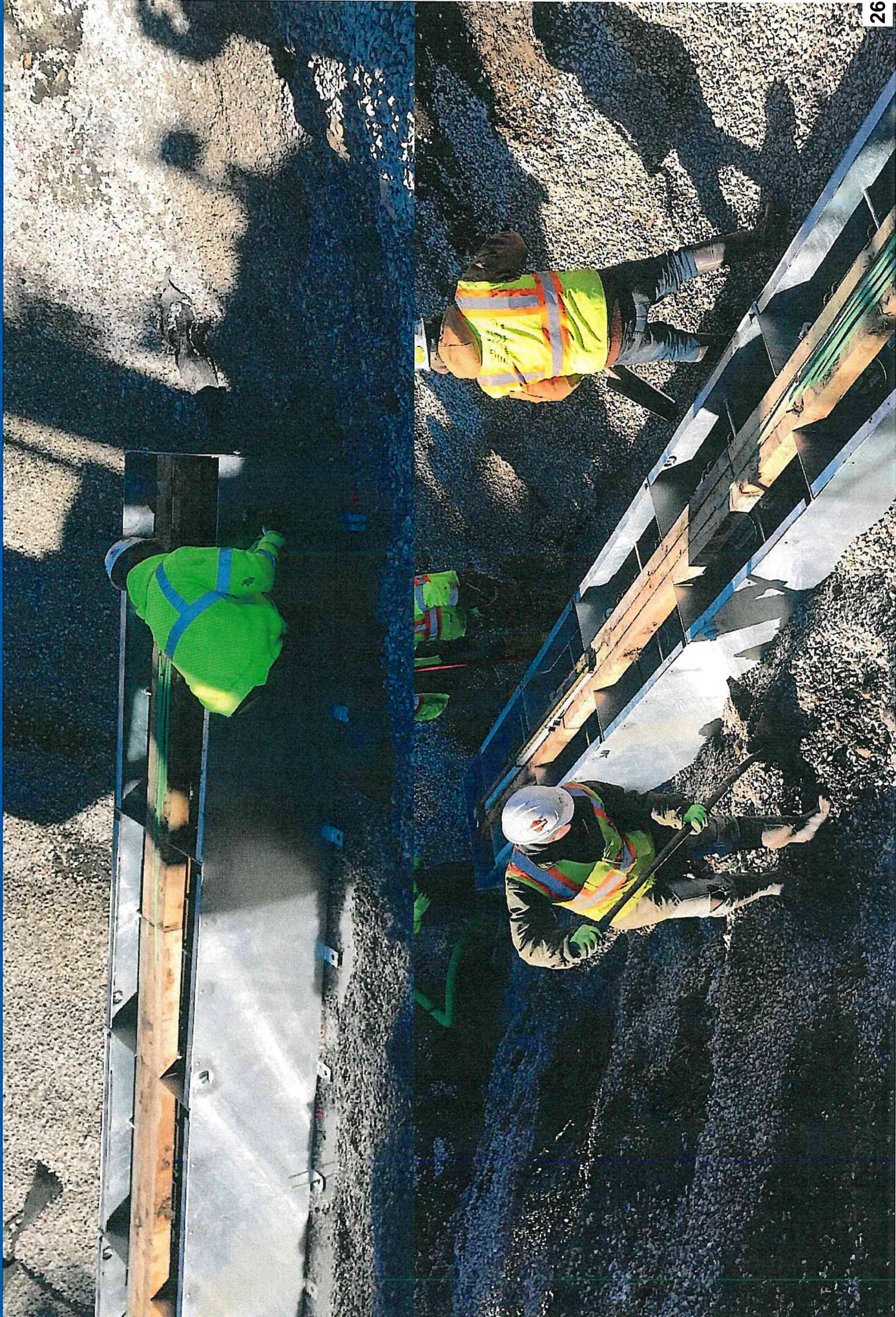
Setting the Express







Staking & Backfilling



Setting the Structure



Pouring the Concrete

