

Paid 535.00
by check #10733
on 12-11-2023

SM

CITY OF BANGOR
LAND DEVELOPMENT PERMIT APPLICATION

Permit No.: _____
Date: _____

Site Development Plan: _____ *Conditional Use: _____ *Both: _____
Subdivision Development: *Preliminary: _____ Final:
*Mobilehome Park: _____

Applicant: Team Properties, LLC. Telephone No.: 207-942-4444
Address: 1411 Essex Street, Bangor, Maine 04401

Location of Site: Lancaster Ave Map: 044 Lot: 30,40,41,43

ABC
12-26-23


Watershed: Arctic Brook & unnamed wetland Total Area Proposed to be Disturbed: 2.87 acres (roads & buildings)
Owner of Site if different from applicant: same Zoning District: LDR

Address: same
Description of interest of applicant in site, if not owner (e.g., owner, lease, option, purchase & sales agreement):
owner If not owner include copy of said agreement

Describe proposed use and indicate floor area (If combination of uses, give floor area devoted to each):
the development of 60 new residential units and the construction of 1,950 feet of new private road along with utilities.

LID techniques help retain stormwater on site. They include such things as pervious pavement, rain gardens, bioretention cells, and infiltration systems.
Were LID techniques used on this project? yes If not, why? _____

Projected Starting Date: upon permitting Projected Completion Date: Fall 2024 ²⁰²⁵ ABC 12-27-23

Signature of applicant(s) or agent: 

Submittal Requirements

- Submittal Requirements of development types are described in the Land Development Code for:
1. Site Development Plan, Chapter 165, Article XVI, Section 112
 2. Subdivisions, Chapter 165, Article XVIII, Sections 126 and 128
 3. Mobilehome Parks, Chapter 165, Article XVIII, Section 19

Processing Fees: 535.00 Advertising Fees: _____

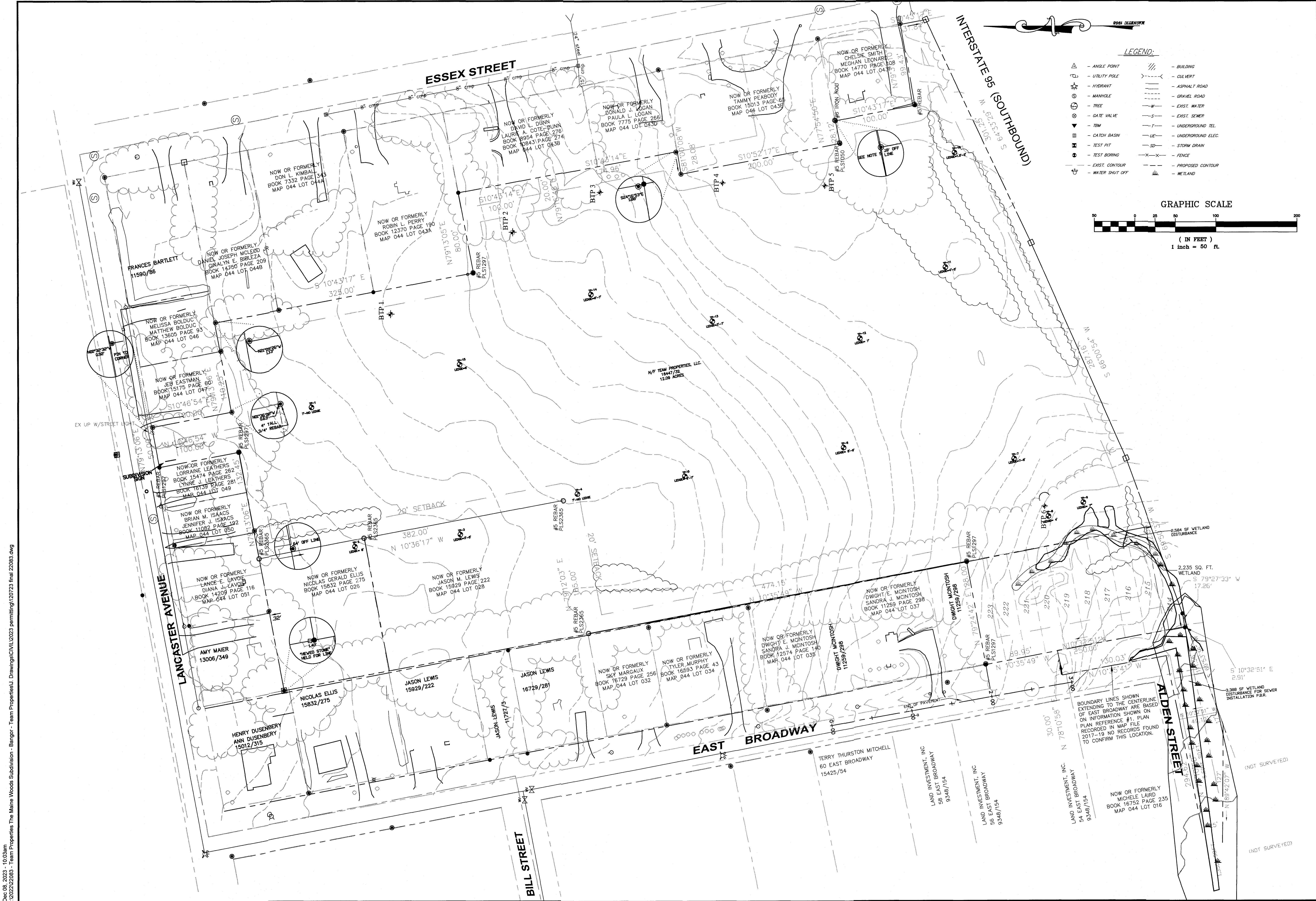
A COMPLETED APPLICATION FORM, PLAN SUBMITTALS, EVIDENCE OF STANDING, PROCESSING AND ADVERTISING FEES ARE ALL REQUIRED IN ORDER TO HAVE A COMPLETE APPLICATION.

Date Received by Planning Division Office: 12-11-2023

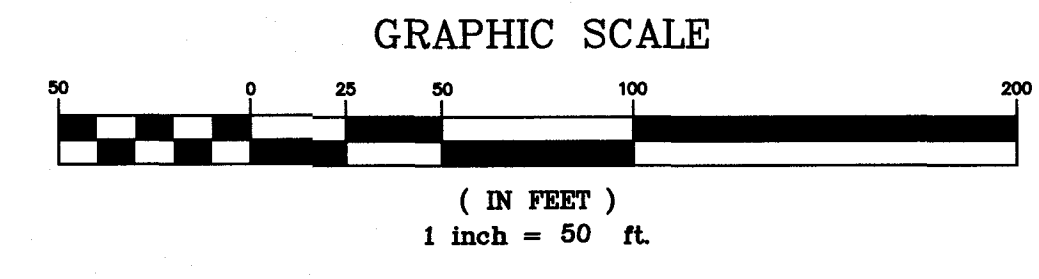
Decision and reason of Code Enforcement Office for Conditional Use: _____

Action taken by Planning Board: _____

* Projects requiring a Public Hearing also require Advertising Fees



- LEGEND:**
- △ - ANGLE POINT
 - - UTILITY POLE
 - ⊙ - HYDRANT
 - ⊕ - MANHOLE
 - ⊙ - TREE
 - ⊕ - GATE VALVE
 - ⊕ - TBM
 - ⊕ - CATCH BASIN
 - ⊕ - TEST PIT
 - ⊕ - TEST BORING
 - ⊕ - EXIST. CONTOUR
 - ⊕ - WATER SHUT OFF
 - ▭ - BUILDING
 - - CULVERT
 - - ASPHALT ROAD
 - - GRAVEL ROAD
 - - EXIST. WATER
 - - EXIST. SEWER
 - - UNDERGROUND TEL.
 - - UNDERGROUND ELEC.
 - - STORM DRAIN
 - - FENCE
 - - PROPOSED CONTOUR
 - - WETLAND



REVISIONS

NO.	DATE	DESCRIPTION	BY	APP'D.
1	11/9/23	RESPONSE TO CITY COMMENTS	SEB	SEB
2	11/16/23	RESPONSE TO CITY COMMENTS	SEB	SEB
3	12/9/23	PRELIMINARY REVIEW COMMENTS	SEB	SEB
4	12/19/23	FINAL SUBDIVISION PLAN	SEB	SEB

PROJECT NAME:
THE MAINE WOODS SUBDIVISION
 LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
 SHEET NAME:
PRE-DEVELOPMENT CONDITIONS

RESIGNED:	SEB	PROJECT NO. 22083
DRAWN:	AKK	DRAWING NO. 22083 BASEDING
CHECKED:	SEB	FIELDBOOK: N/A
APPROVED:	SEB	SCALE: AS SHOWN
PLAN DATE:	12/9/23	DATE ISSUED: 12/8/23
RECORD OWNER:	TEAM PROPERTIES, LLC	1411 ESSEX ST. BANGOR, ME 04401

Plymouth Engineering, Inc.
 8 Mills C
 Newry, Maine 04959
 Tel: (207) 267-2071 Fax: (207) 267-2180
 info@plymouthengineering.com
 www.plymouthengineering.com

STATE OF MAINE
 SCOTT E. BRALEY
 REGISTERED PROFESSIONAL ENGINEER
 12/8/23
 12083

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SHEET OF 17

EX

PLANNING BOARD APPROVAL BLOCK
 THIS IS TO CERTIFY THAT AFTER REVIEWING THE SUBDIVISION SHOWN BY THIS PLAN AND CONSIDERING EACH OF THE CRITERIA SET FORTH IN 30-A M.R.S.A. SECTION 4404 (AS AMENDED) AND THE CITY OF BANGOR SUBDIVISION CRITERIA (AS AMENDED) HAVING MADE FINDINGS OF FACT ESTABLISHING THAT THE PROPOSED SUBDIVISION MEETS ALL OF THE CRITERIA SET FORTH THEREON AND THEREFORE THE SUBDIVISION IS APPROVED.

DATE _____
 CHAIRPERSON _____

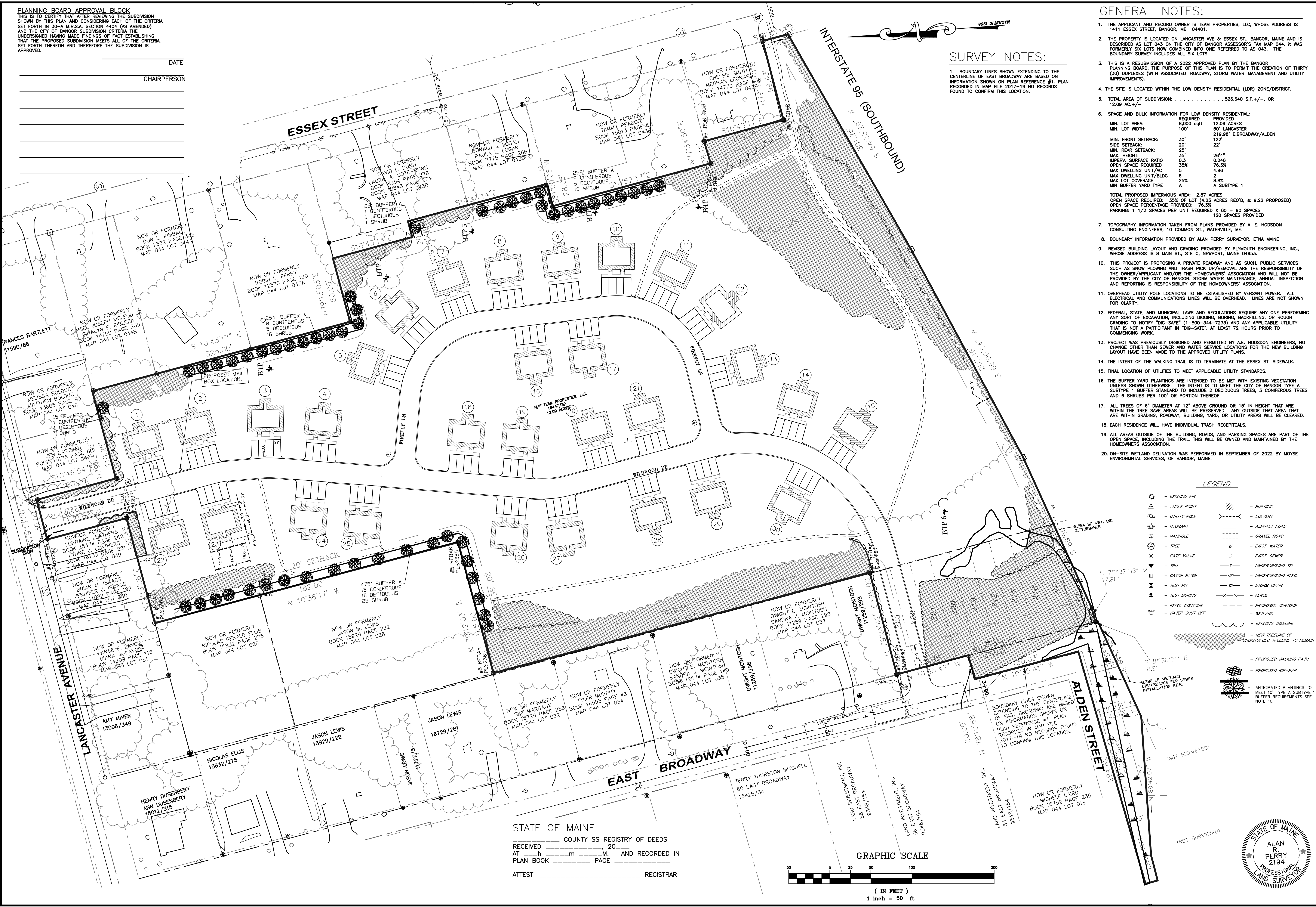
GENERAL NOTES:

- THE APPLICANT AND RECORD OWNER IS TEAM PROPERTIES, LLC, WHOSE ADDRESS IS 1411 ESSEX STREET, BANGOR, ME 04401.
- THE PROPERTY IS LOCATED ON LANCASTER AVE & ESSEX ST., BANGOR, MAINE AND IS DESCRIBED AS LOT 043 ON THE CITY OF BANGOR ASSESSOR'S TAX MAP 044. IT WAS FORMERLY SIX LOTS NOW COMBINED INTO ONE REFERRED TO AS 043. THE BOUNDARY SURVEY INCLUDES ALL SIX LOTS.
- THIS IS A RESUBMISSION OF A 2022 APPROVED PLAN BY THE BANGOR PLANNING BOARD. THE PURPOSE OF THIS PLAN IS TO PERMIT THE CREATION OF THIRTY (30) DUPLEXES (WITH ASSOCIATED ROADWAY, STORM WATER MANAGEMENT AND UTILITY IMPROVEMENTS).
- THE SITE IS LOCATED WITHIN THE LOW DENSITY RESIDENTIAL (LDR) ZONE/DISTRICT.
- TOTAL AREA OF SUBDIVISION: 528.640 S.F. +/-, OR 12.09 AC. +/-
- SPACE AND BULK INFORMATION FOR LOW DENSITY RESIDENTIAL:

MIN. LOT AREA:	REQUIRED	PROVIDED
MIN. LOT WIDTH:	12,000 sqft	100'
MIN. FRONT SETBACK:	30'	219.98' E. BROADWAY/ALDEN
MIN. REAR SETBACK:	22'	20'
MIN. SIDE SETBACK:	25'	20'
MAX. HEIGHT:	35'	26'4"
IMPERV. SURFACE RATIO	0.3	0.245
OPEN SPACE REQUIRED	35%	76.3%
MAX DWELLING UNIT/AC	5	4.96
MAX DWELLING UNIT/BLDG	6	6
MAX LOT COVERAGE	25%	8.8%
MIN BUFFER YARD TYPE	A	A SUBTYPE 1
- TOTAL PROPOSED IMPERVIOUS AREA: 2.87 ACRES
 OPEN SPACE REQUIRED: 35% OF LOT 14.23 ACRES REQ'D, & 9.22 PROPOSED
 OPEN SPACE PROVIDED: 78.3%
 PARKING: 1 1/2 SPACES PER UNIT REQUIRED X 60 = 90 SPACES
 120 SPACES PROVIDED
- TOPOGRAPHY INFORMATION TAKEN FROM PLANS PROVIDED BY A. E. HOODSON CONSULTING ENGINEERS, 10 COMMON ST., WATERVILLE, ME
- BOUNDARY INFORMATION PROVIDED BY ALAN PERRY SURVEYOR, ETNA MAINE, WHOSE ADDRESS IS 8 MAIN ST., STE C, NEWPORT, MAINE 04953.
- REVISD BUILDING LAYOUT AND GRADING PROVIDED BY PLYMOUTH ENGINEERING, INC., WHOSE ADDRESS IS 8 MAIN ST., STE C, NEWPORT, MAINE 04953.
- THIS PROJECT IS PROPOSING A PRIVATE ROADWAY AND AS SUCH, PUBLIC SERVICES SUCH AS SNOW PLOWING AND TRASH PICK UP/REMOVAL ARE THE RESPONSIBILITY OF THE OWNER/APPLICANT AND/OR THE HOMEOWNERS' ASSOCIATION AND WILL NOT BE PROVIDED BY THE CITY OF BANGOR. STORM WATER MAINTENANCE, ANNUAL INSPECTION AND REPORTING IS RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION.
- OVERHEAD UTILITY POLE LOCATIONS TO BE ESTABLISHED BY VERSANT POWER. ALL ELECTRICAL AND COMMUNICATIONS LINES WILL BE OVERHEAD. LINES ARE NOT SHOWN FOR CLARITY.
- FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS REQUIRE ANY ONE PERFORMING ANY SORT OF EXCAVATION, INCLUDING DIGGING, BORING, BACKFILLING, OR ROUGH GRADING TO NOTIFY "DIG-SAFE" (1-800-344-2333) AND ANY APPLICABLE UTILITY THAT IS NOT A PARTICIPANT IN "DIG-SAFE", AT LEAST 72 HOURS PRIOR TO COMMENCING WORK.
- PROJECT WAS PREVIOUSLY DESIGNED AND PERMITTED BY A.E. HOODSON ENGINEERS, NO CHANGE OTHER THAN SEWER AND WATER SERVICE LOCATIONS FOR THE NEW BUILDING LAYOUT HAVE BEEN MADE TO THE APPROVED UTILITY PLANS.
- THE INTENT OF THE WALKING TRAIL IS TO TERMINATE AT THE ESSEX ST. SIDEWALK.
- FINAL LOCATION OF UTILITIES TO MEET APPLICABLE UTILITY STANDARDS.
- THE BUFFER YARD PLANTINGS ARE INTENDED TO BE MET WITH EXISTING VEGETATION UNLESS SHOWN OTHERWISE. THE INTENT IS TO MEET THE CITY OF BANGOR TYPE A SUBTYPE 1 BUFFER STANDARD TO INCLUDE 2 DECIDUOUS TREES, 3 CONIFEROUS TREES AND 6 SHRUBS PER 100' OR PORTION THEREOF.
- ALL TREES OF 6" DIAMETER AT 12" ABOVE GROUND OR 15' IN HEIGHT THAT ARE WITHIN THE TREE SAVE AREAS WILL BE PRESERVED. ANY OUTSIDE THAT AREA THAT ARE WITHIN GRADING, ROADWAY, BUILDING, YARD, OR UTILITY AREAS WILL BE CLEARED.
- EACH RESIDENCE WILL HAVE INDIVIDUAL TRASH RECEPTACLS.
- ALL AREAS OUTSIDE OF THE BUILDING, ROADS, AND PARKING SPACES ARE PART OF THE OPEN SPACE, INCLUDING THE TRAIL. THIS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- ON-SITE WETLAND DELINEATION WAS PERFORMED IN SEPTEMBER OF 2022 BY MOYSE ENVIRONMENTAL SERVICES, OF BANGOR, MAINE.

SURVEY NOTES:

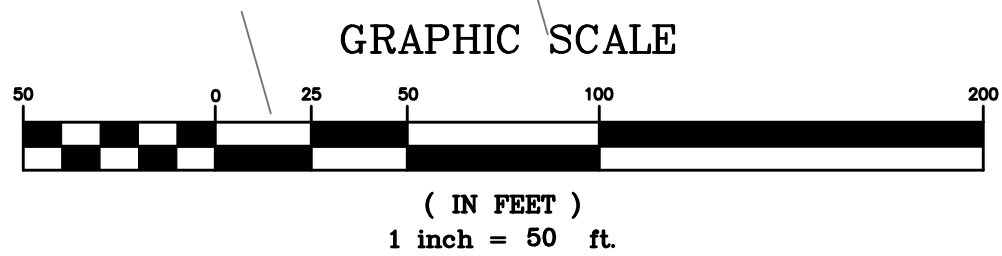
- BOUNDARY LINES SHOWN EXTENDING TO THE CENTERLINE OF EAST BROADWAY ARE BASED ON INFORMATION SHOWN ON PLAN REFERENCE #1, PLAN RECORDED IN MAP FILE 2017-19 NO RECORDS FOUND TO CONFIRM THIS LOCATION.



LEGEND:

- EXISTING PIN
- ANGLE POINT
- UTILITY POLE
- HYDRANT
- MANHOLE
- TREE
- GATE VALVE
- TBM
- CATCH BASIN
- TEST PIT
- TEST BORING
- EXIST. CONTOUR
- WATER SHUT OFF
- BUILDING
- CULVERT
- ASPHALT ROAD
- GRAVEL ROAD
- EXIST. WATER
- EXIST. SEWER
- UNDERGROUND TEL
- UNDERGROUND ELEC.
- STORM DRAIN
- FENCE
- PROPOSED CONTOUR
- METLAND
- EXISTING TREELINE
- NEW TREELINE OR UNDISTURBED TREELINE TO REMAIN
- PROPOSED WALKING PATH
- PROPOSED RIP-RAP
- ANTICIPATED PLANTINGS TO MEET 10' TYPE A SUBTYPE 1 BUFFER REQUIREMENTS SEE NOTE 16.

STATE OF MAINE
 COUNTY SS REGISTRY OF DEEDS
 RECEIVED _____ AT _____ M. AND RECORDED IN PLAN BOOK _____ PAGE _____
 ATTEST _____ REGISTRAR



NO.	DATE	DESCRIPTION
1	11/9/23	RESPONSE TO CITY COMMENTS
2	11/17/23	RESPONSE TO CITY COMMENTS
3	12/5/23	PRELIMINARY REVIEW COMMENTS
4	12/9/23	FINAL SUBDIVISION PLAN
5	12/19/23	PLANNER COMMENTS

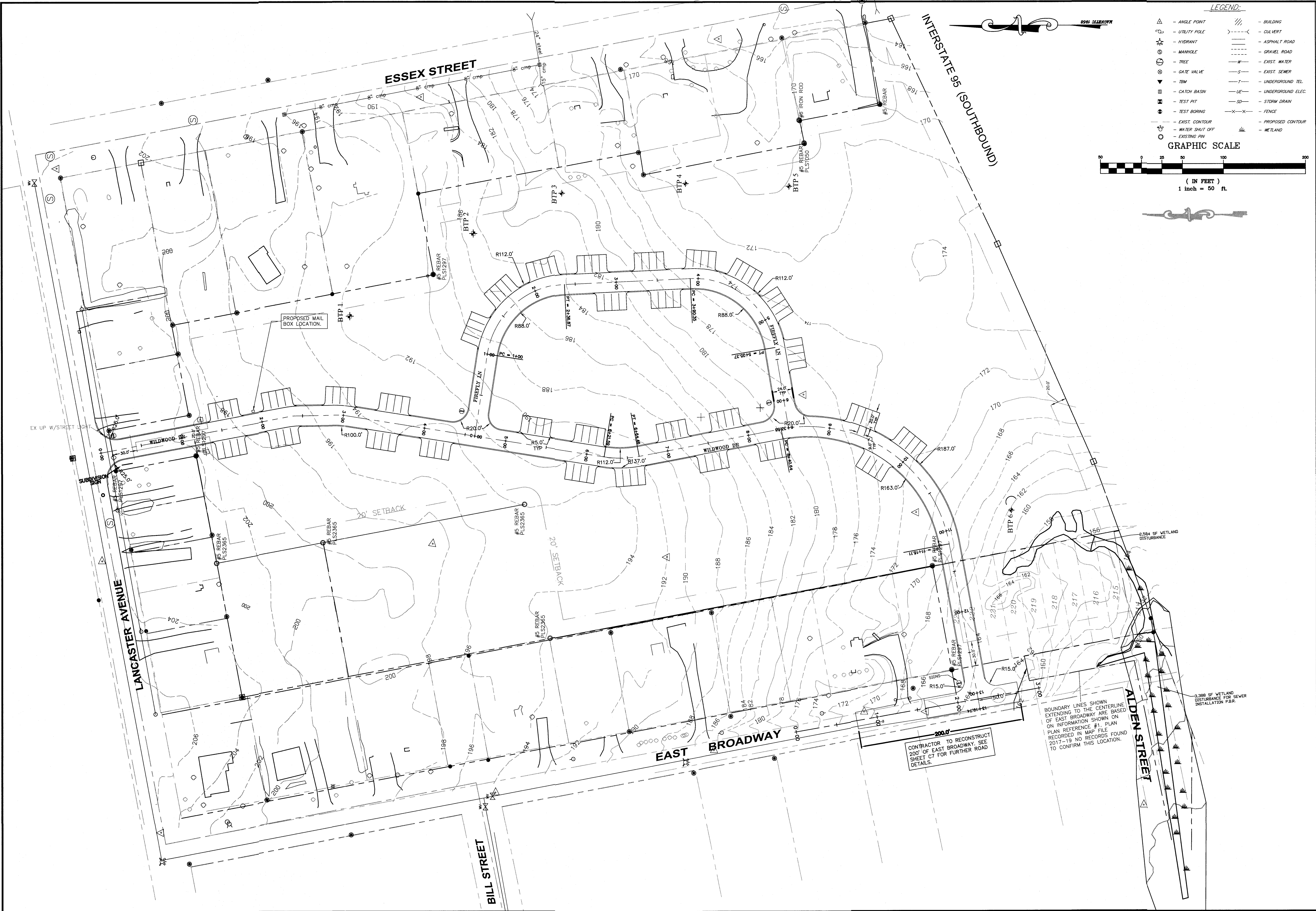
PROJECT NAME: THE MAINE WOODS SUBDIVISION
 SHEET NAME: FINAL SUBDIVISION PLAT
 PROJECT NO: 22083
 DRAWING NO: 22083 BASELNG
 SCALE: AS SHOWN
 DATE ISSUED: 12/8/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 1411 ESSEX ST.
 BANGOR, ME 04401

RESIGNED: SEB
 DRAWN: AKK
 CHECKED: SEB
 APPROVED: SEB
 PLAN DATE: 12/8/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 1411 ESSEX ST.
 BANGOR, ME 04401

Plymouth Engineering, Inc.
 8 Main St Suite C
 Newport, Maine 04983
 Tel: (207) 257-2071 Fax: (207) 257-2130
 info@plymouthengineering.com
 www.plymouthengineering.com

STATE OF MAINE
 12/27/23
 ALAN R. PERRY
 2194
 PROFESSIONAL SURVEYOR

Dec 08, 2023 - 10:04am
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LEGEND:

- ANGLE POINT
- UTILITY POLE
- HYDRANT
- MANHOLE
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- EXST. WATER
- EXST. SEWER
- UNDERGROUND TEL.
- UNDERGROUND ELEC.
- STORM DRAIN
- FENCE
- PROPOSED CONTOUR
- METLAND

GRAPHIC SCALE
 (IN FEET)
 1 inch = 50 ft.

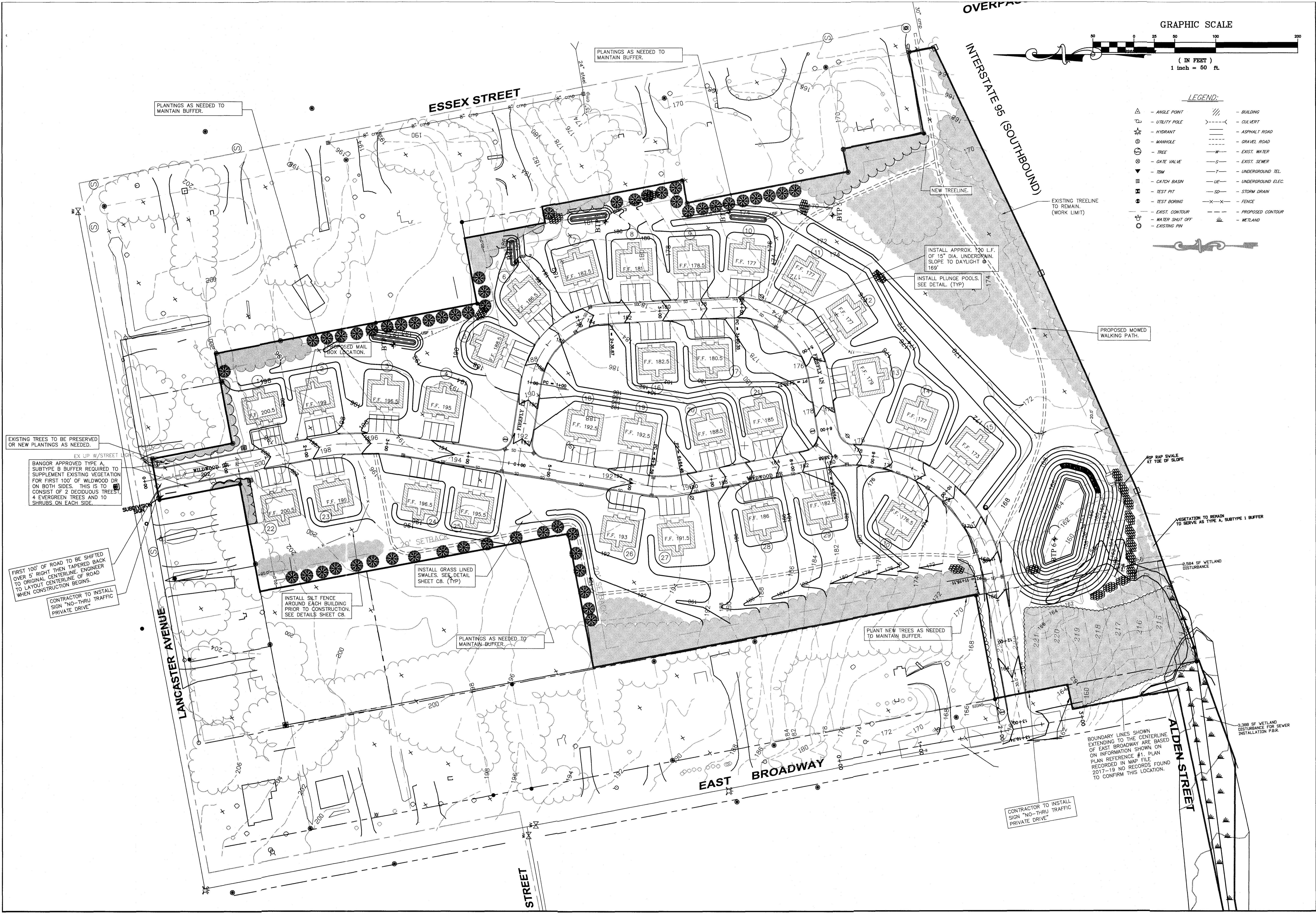
REVISIONS		DATE	DESCRIPTION	APP'D.
NO.	DATE	DESCRIPTION	BY	DATE
1	11/9/23	RESPONSE TO CITY COMMENTS	SEB	SEB
2	11/9/23	RESPONSE TO CITY COMMENTS	SEB	SEB
3	12/9/23	PRELIMINARY REVIEW COMMENTS	SEB	SEB
4	12/9/23	FINAL SUBMITTAL PLAN	ACT	SEB

PROJECT NAME:
THE MAINE WOODS SUBDIVISION
 LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
 SHEET NAME:
ROAD PLAN

RESIGNED: SEB
 DRAWN: AAK
 CHECKED: SEB
 APPROVED: SEB
 PLAN DATE: 12/8/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 1411 ESSEX ST.
 BANGOR, ME 04401

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 info@plymouthengineering.com
 www.plymouthengineering.com

FOR PERMIT ONLY
 STATE OF MAINE
 SCOTT E. BRADLEY
 No. 8272
 12/8/23
 ENGINEER
 DRAWINGS NOT TO BE USED FOR PLANNING PURPOSES ONLY AND ARE NOT INTENDED FOR PERMITTING, BIDDING OR CONSTRUCTION



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGEND:

- △ - ANGLE POINT
- - UTILITY POLE
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- ⊕ - EXISTING PIN
- ▭ - BUILDING
- ▭ - CULVERT
- ▭ - ASPHALT ROAD
- ▭ - GRAVEL ROAD
- ▭ - EXIST. WATER
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- ▭ - UNDERGROUND ELEC.
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REVISIONS	
NO.	DESCRIPTION
1	RESPONSE TO CITY COMMENTS
2	RESPONSE TO CITY COMMENTS
3	PRELIMINARY REVIEW COMMENTS
4	FINAL SUBMISSION PLAN

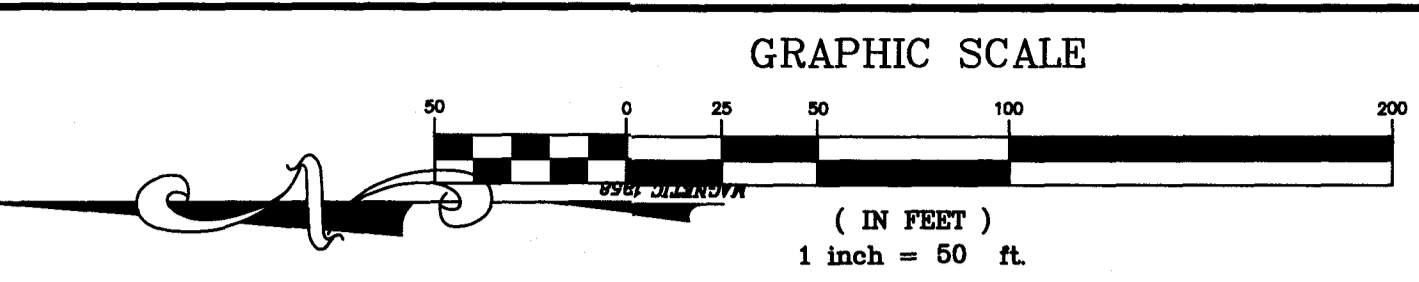
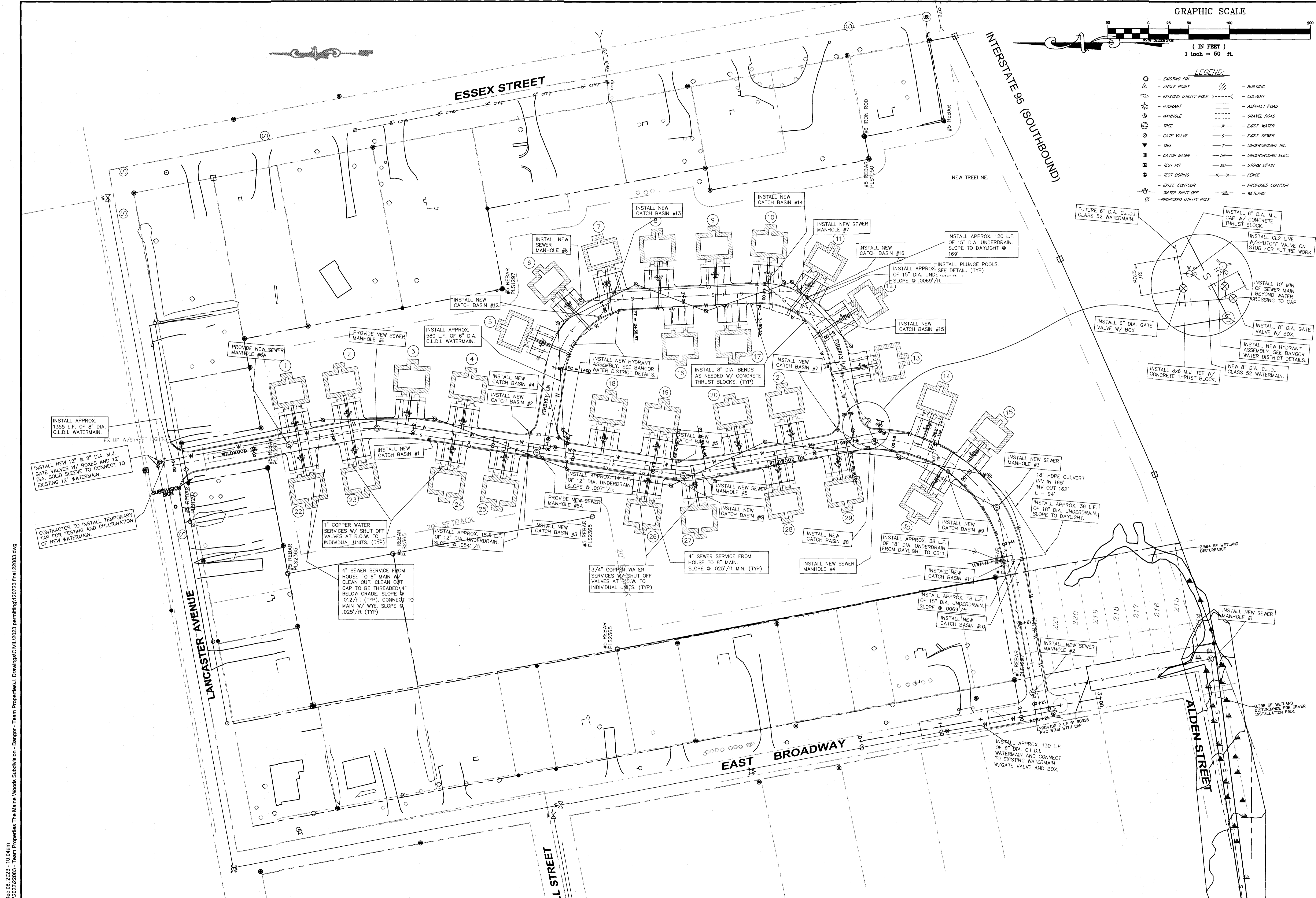
PROJECT NAME: THE MAINE WOODS SUBDIVISION
 LOCATION: LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
 SHEET NAME: GRADING PLAN

DESIGNED BY: SEB
 DRAWN BY: ANK
 CHECKED BY: SEB
 APPROVED BY: SEB
 PLAN DATE: 12/8/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 1411 ESSEX ST.
 BANGOR, ME 04401

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STATE OF MAINE
 SCOTT E. BRALEY
 REGISTERED PROFESSIONAL ENGINEER
 12/8/23
 DRAWINGS NOT VALID FOR PLANNING PURPOSES ONLY AND ARE NOT INTENDED FOR PERMITTING, BIDDING OR CONSTRUCTION

SHEET 4 OF 17
 C3



LEGEND:

○	- EXISTING PIN	▭	- BUILDING
△	- ANGLE POINT	---	- CULVERT
⊕	- EXISTING UTILITY POLE	---	- ASPHALT ROAD
⊕	- HYDRANT	---	- GRAVEL ROAD
⊕	- MANHOLE	---	- EXIST. WATER
⊕	- TREE	---	- EXIST. SEWER
⊕	- GATE VALVE	---	- UNDERGROUND TEL.
⊕	- TEM	---	- UNDERGROUND ELEC.
⊕	- CATCH BASIN	---	- STORM DRAIN
⊕	- TEST PIT	---	- PROPOSED CONTOUR
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⊕	- EXIST. CONTOUR	---	- FENCE
⊕	- WATER SHUT OFF	---	- METLAND
⊕	- PROPOSED UTILITY POLE		

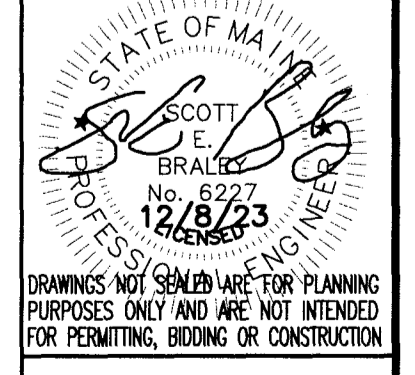
REVISIONS

NO.	DATE	DESCRIPTION
1	11/7/23	RESPONSE TO CITY COMMENTS
2	11/19/23	RESPONSE TO CITY COMMENTS
3	12/7/23	PRELIMINARY REVIEW COMMENTS
4	12/8/23	FINAL SUBMISSION PLAT

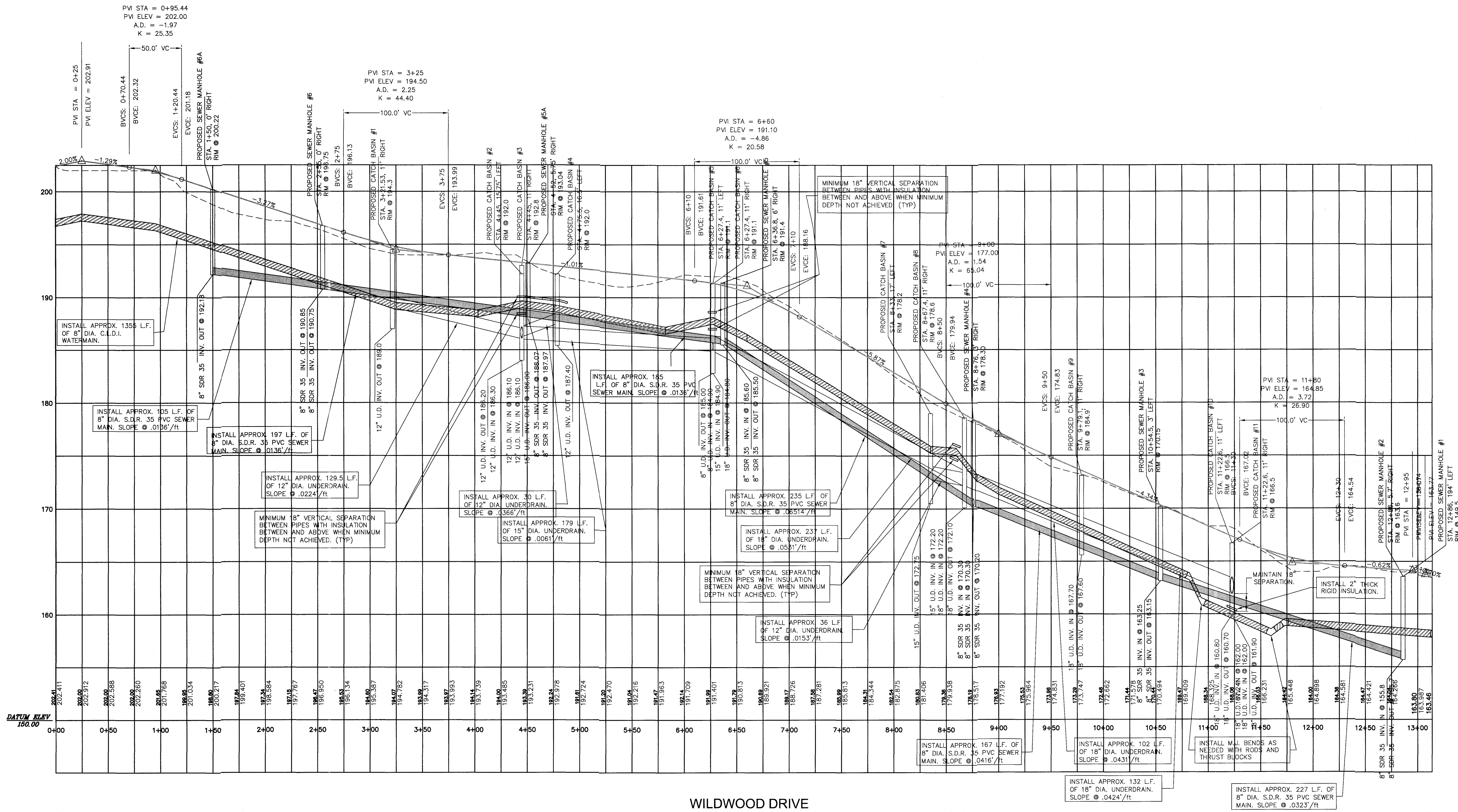
THE MAINE WOODS SUBDIVISION
 PROJECT NAME: THE MAINE WOODS SUBDIVISION
 LOCATION: LANCASTER AVE., BANGOR, PENOBSCOT COUNTY, MAINE
 SHEET NAME: UTILITY PLAN

PROJECT NO. 22083
 DRAWING NO. 22083 BASE.DWG
 FIELDBOOK: N/A
 SCALE: AS SHOWN
 DATE ISSUED: 12/9/23
 RECORD OWNER: PLYMOUTH ENGINEERING, LLC
 141 W. ESSEX ST.
 BANGOR, ME 04401

Plymouth Engineering, Inc.
 8 Main St., Suite C
 Newport, Maine 04853
 Tel: (207) 257-9071 Fax: (207) 257-2130
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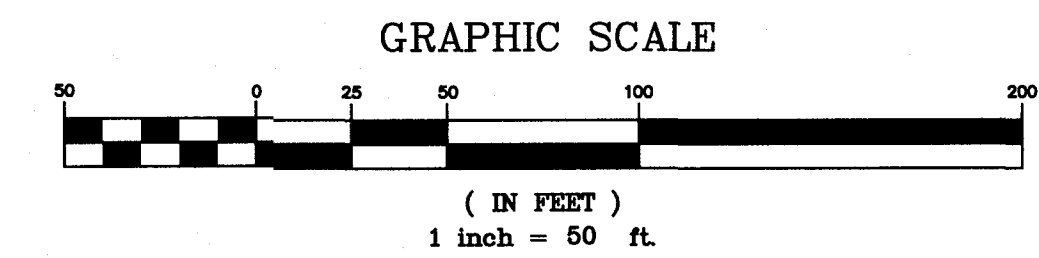


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WILDWOOD DRIVE

NOTE: IN ALL LOCATIONS WHERE SANITARY SEWER IS DIRECTLY OVER STORM DRAIN USE SOLID STORM DRAIN PIPE IN LIEU OF PERFORATED PIPE.

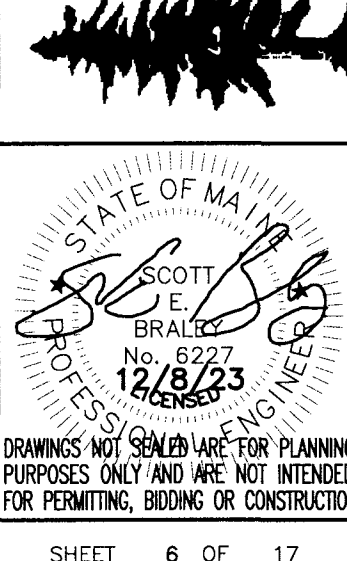


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2	11/16/23	RESPONSE TO CITY COMMENTS
3	12/9/23	PRELIMINARY REVIEW COMMENTS
4	12/9/23	FINAL SUBMISSION PLAN

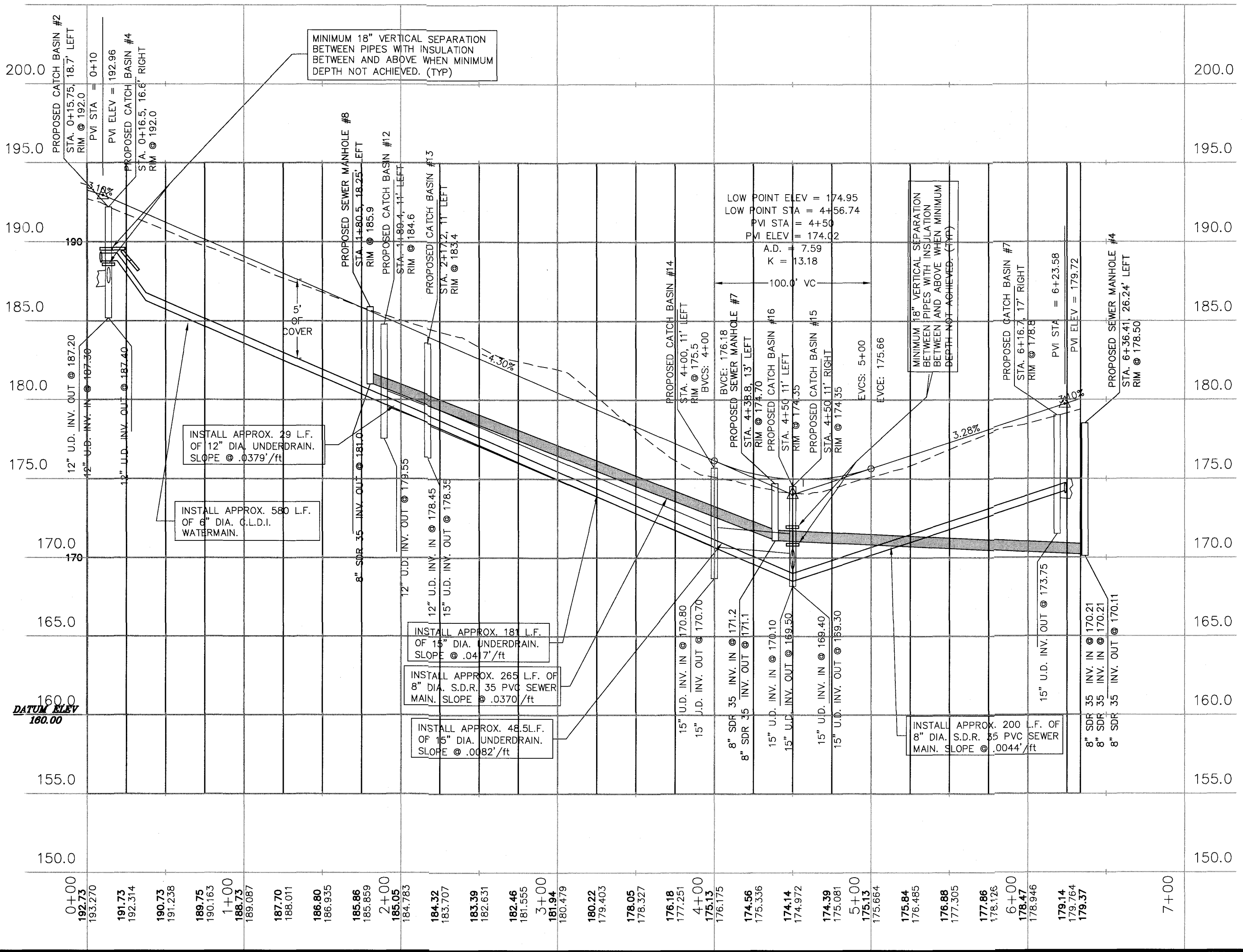
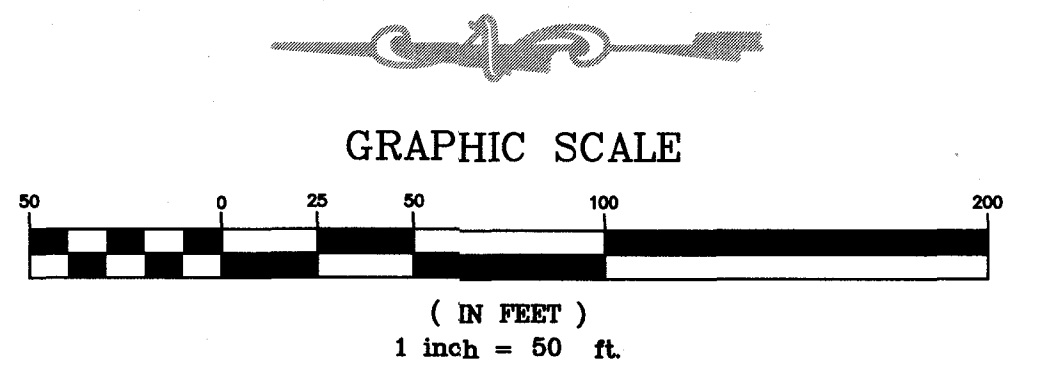
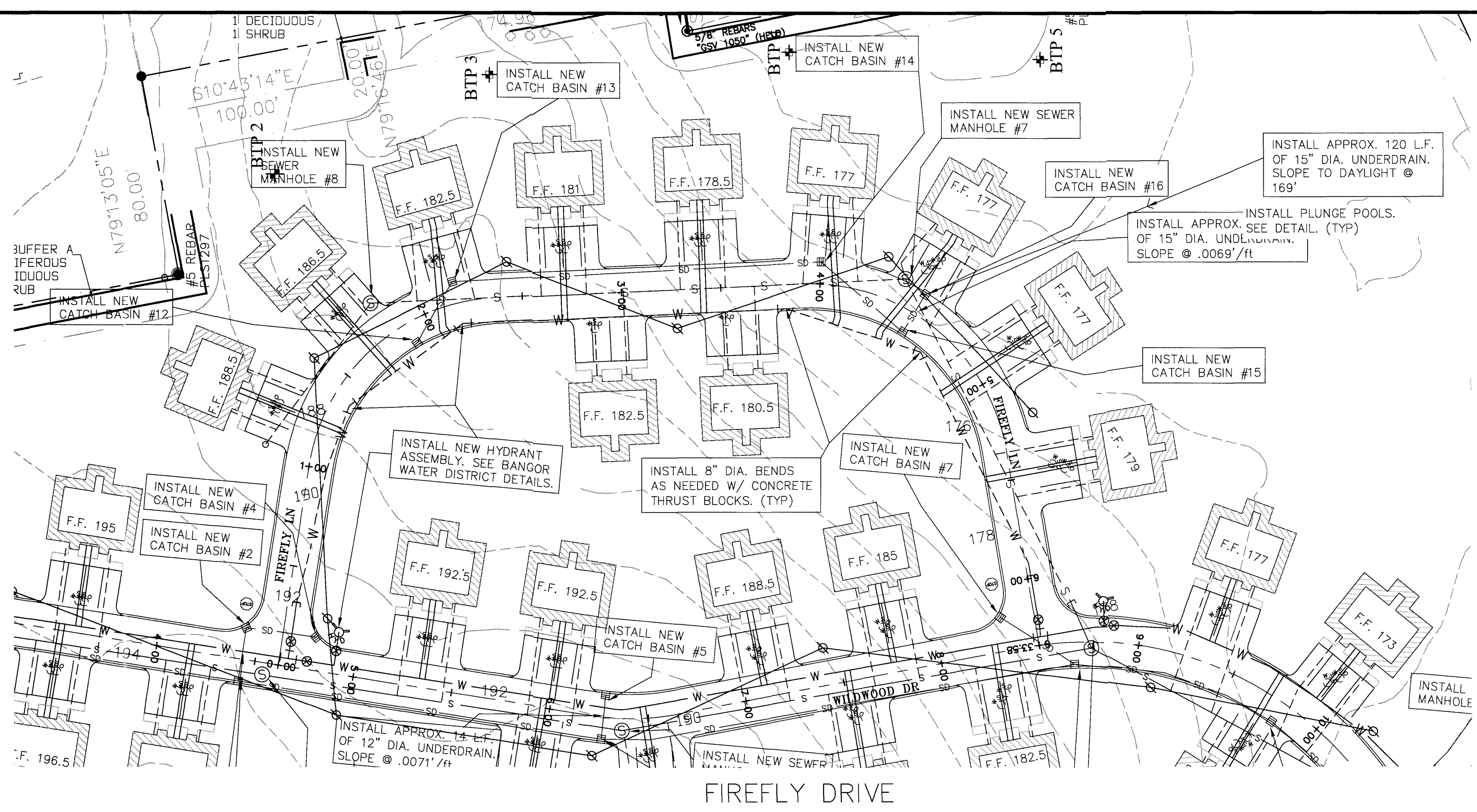
PROJECT NAME:
THE MAINE WOODS SUBDIVISION
 LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
 SHEET NAME:
WILDWOOD DR PROFILE

DESIGNED: SEB
 DRAWN: AAK
 CHECKED: SEB
 APPROVED: SEB
 PLAN DATE: 12/8/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 100 ESSEX ST
 BANGOR, ME 04401

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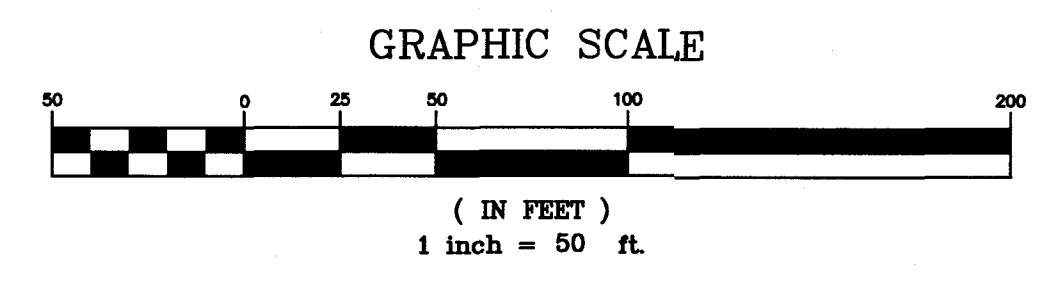


Dec 08, 2023 - 10:04am
 J:\2022\2083 - Team Properties The Maine Woods Subdivision - Bangor - Team Properties\Drawings\CIVIL\2023 permitting\120723 Final 22083.dwg



- LEGEND:**
- △ - ANGLE POINT
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 - - UNDERGROUND TEL.
 - - UNDERGROUND ELEC.
 - - STORM DRAIN
 - - FENCE
 - - PROPOSED CONTOUR

THIS IS A RESUBMISSION OF A PREVIOUSLY APPROVED SITE PLAN BY THE BANGOR PLANNING BOARD IN NOVEMBER, 2006.
 NOTE: IN ALL LOCATIONS WHERE SANITARY SEWER IS DIRECTLY OVER STORM DRAIN USE SOLID STORM DRAIN PIPE IN LIEU OF PERFORATED PIPE.



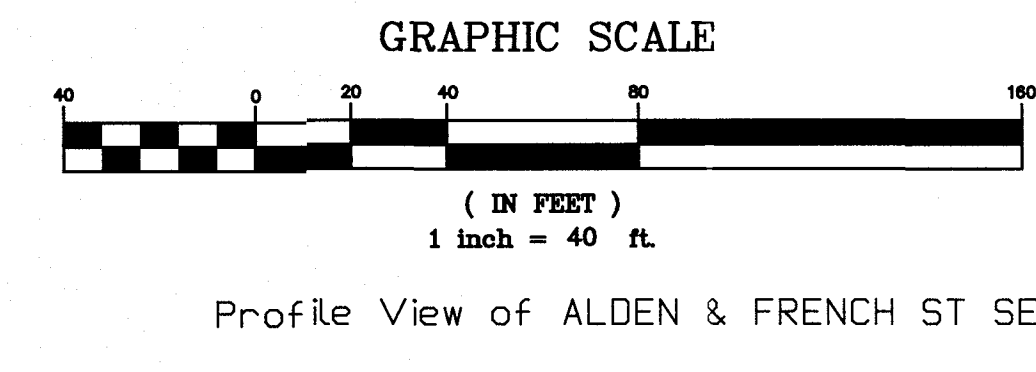
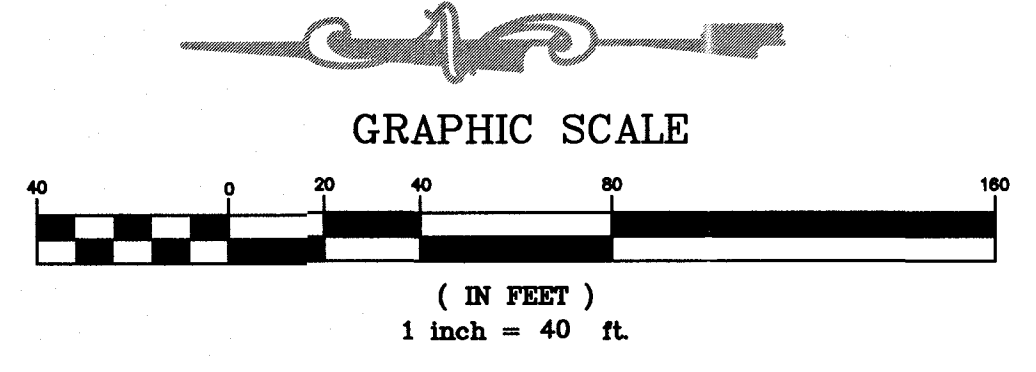
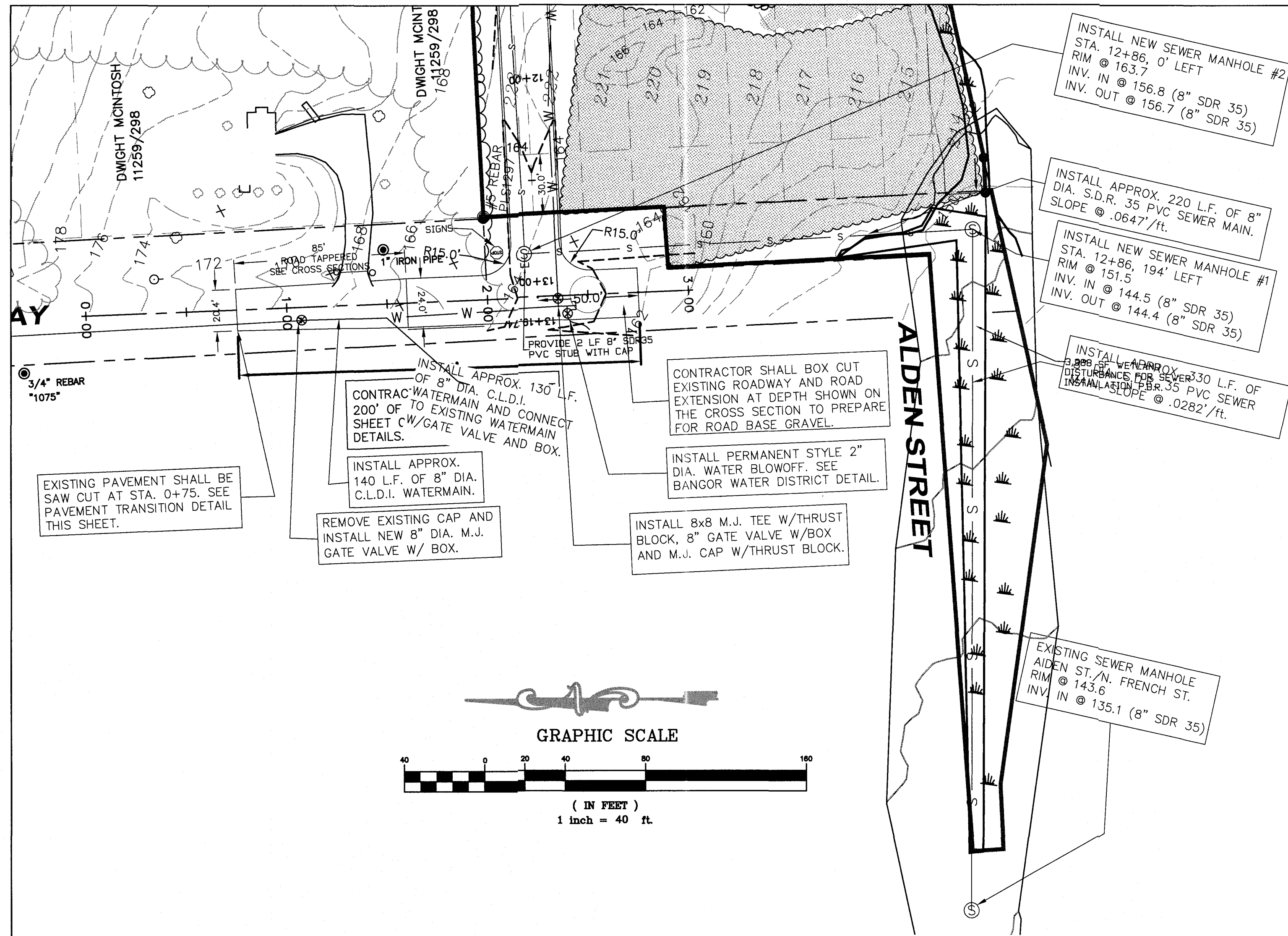
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4	12/8/23	FINAL SUBDIVISION PLAN

PROJECT NAME: THE MAINE WOODS SUBDIVISION
 PROJECT NO.: 22083
 DRAWING NO.: 22083 BASE.DWG
 CHECKER: SEB
 SCALE: AS SHOWN
 DATE ISSUED: 12/8/23
 PROJECT LOCATION: LANCASTER AVE., BANGOR, PENOBSCOT COUNTY, MAINE
 SHEET NAME: FIREFLY LN PROFILE

DESIGNED BY: SEB
 DRAWN BY: ANK
 APPROVED BY: SEB
 RECORD OWNER: MAINE PROPERTIES, LLC
 1411 ESSEX ST., BANGOR, ME 04401

Plymouth Engineering, Inc.
 8 Main St., Suite C
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 Tel: (207) 287-2071 Fax: (207) 287-2180
 info@plymouthengineering.com
 www.plymouthengineering.com

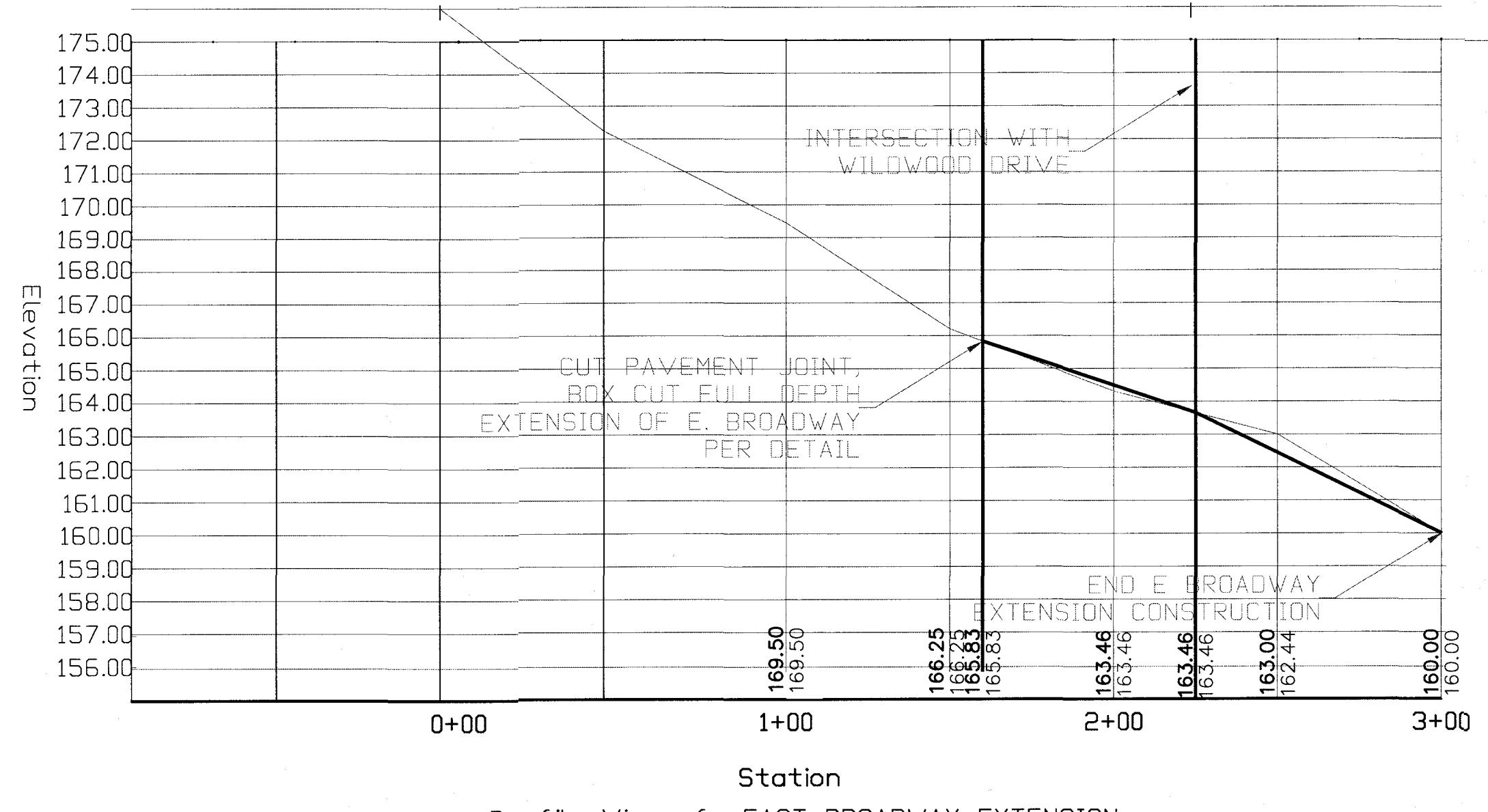
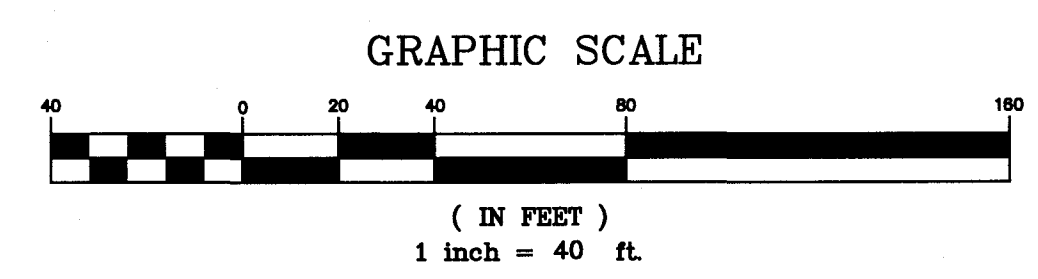
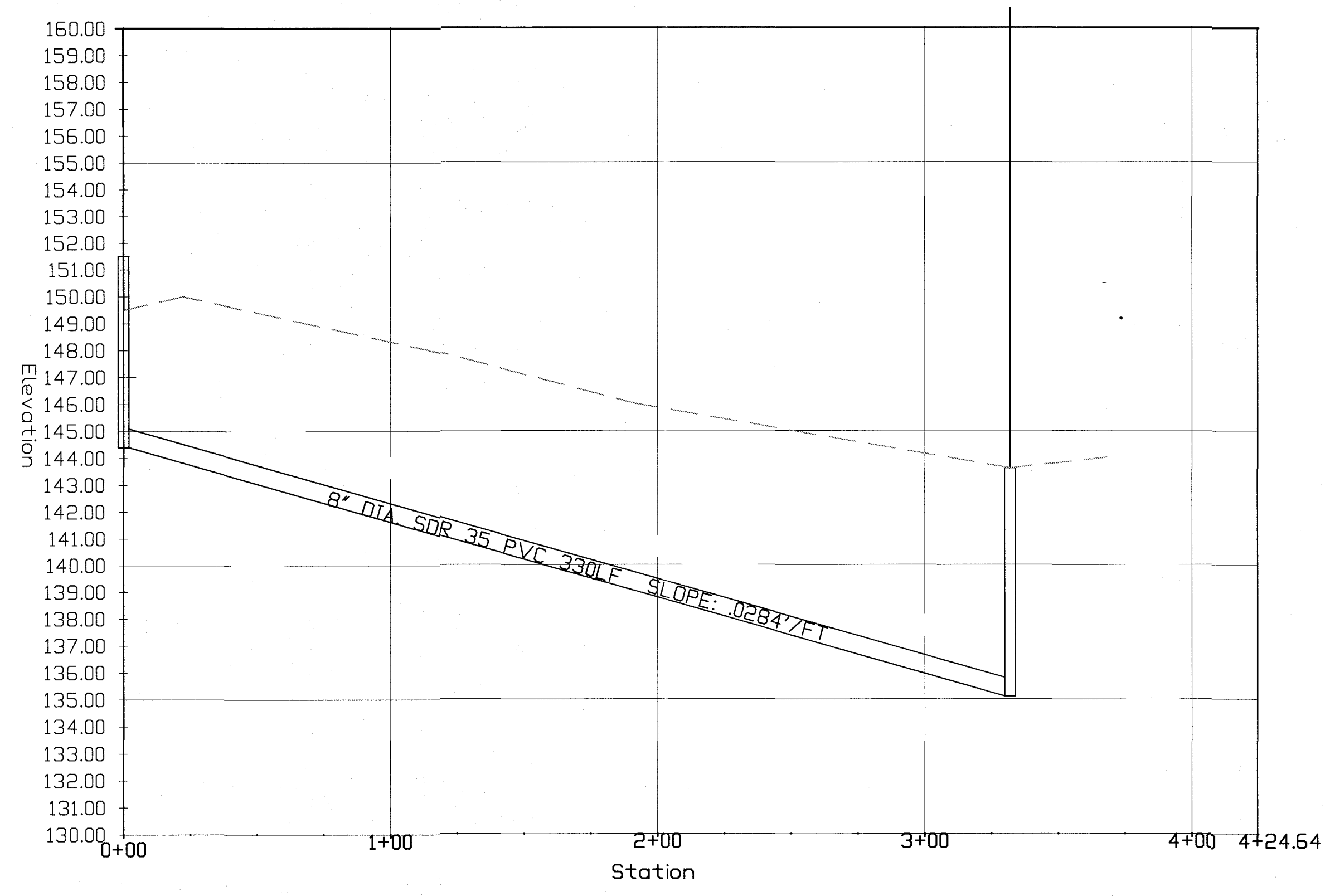
STATE OF MAINE
 SCOTT E. BRAL
 Notary Public
 No. 6327
 12/8/23
 DRAWINGS NOT VALID FOR PLANNING PURPOSES ONLY AND ARE NOT INTENDED FOR PERMITTING, BIDDING OR CONSTRUCTION.
 SHEET 7 OF 17
 C6



SMH #1 STA 0+00
OF SECTION
RIM IN 151.5
INV IN 144.5
INV OUT 144.4

STA. 3+30
EAST FROM SMH
#1, EXISTING SMH
ALDEN ST. &
FRENCH ST.
RIM 143.6
INV IN 135.1

Profile View of ALDEN & FRENCH ST SEWER EXT.



- LEGEND:
- ▲ - ANGLE POINT
 - - UTILITY POLE
 - ★ - HYDRANT
 - ⊙ - MANHOLE
 - ⊕ - TREE
 - ⊖ - GATE VALVE
 - ▼ - TBM
 - ⊞ - CATCH BASIN
 - ⊟ - TEST PIT
 - ⊠ - TEST BORING
 - - EXIST. CONTOUR
 - ▣ - BUILDING
 - - CULVERT
 - - ASPHALT ROAD
 - - GRAVEL ROAD
 - - EXIST. WATER
 - - EXIST. SEWER
 - - UNDERGROUND TEL.
 - - UNDERGROUND ELEC.
 - - STORM DRAIN
 - - FENCE
 - - PROPOSED CONTOUR

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/18/23	RESPONSE TO CITY COMMENTS	SEB
2	11/18/23	RESPONSE TO CITY COMMENTS	SEB
3	12/18/23	PRELIMINARY REVISION COMMENTS	SEB
4	12/18/23	FINAL SUBDIVISION PLAN	AST

PROJECT NAME: THE MAINE WOODS SUBDIVISION
 MAIN: LANCASTER AVE., BANGOR, PENOBSCOT COUNTY
 SHEET NAME: SITE LAYOUT EAST BROADWAY EXT.

PROJECT NO. 22083
 DRAWING NO. 22083 BASE.DWG
 FIELDBOOK: N/A
 SCALE: AS SHOWN
 DATE ISSUED: 12/18/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 BANGOR, ME 04401

Plymouth Engineering, Inc.
 8 Main St., Suite C
 Newport, Maine 04853
 Tel: (807) 257-3071 Fax: (807) 257-2130
 info@plymouthengineering.com
 www.plymouthengineering.com

FOR PERMIT ONLY
 STATE OF MAINE
 SCOTT
 BRADLEY
 No. 6221
 12/18/23
 PROFESSIONAL ENGINEER
 DRAWINGS NOT SEALED ARE FOR PLANNING PURPOSES ONLY AND ARE NOT INTENDED FOR PERMITTING, BIDDING OR CONSTRUCTION

EROSION AND SEDIMENT CONTROL PLAN

Pre-Construction Phase
A person who conducts, or causes to be conducted, an activity that involves filling, displacing or exposing soil or other earthen materials shall take measures to prevent unreasonable erosion of soil or sediment beyond the project site or into a protected natural resource as defined in 38 MRSA § 480-B. Erosion control measures must be in place before the activity begins. Measures must remain in place and functional until the site is permanently stabilized. Adequate and timely temporary and permanent stabilization measures must be taken. The site must be maintained to prevent unreasonable erosion and sedimentation. Minimize disturbed areas and protect natural downgradient buffer areas to the extent practicable.

BMP Construction Phase
A. Sediment barriers. Prior to the beginning of any construction, properly install sediment barriers at the edge of any downgradient disturbed area and adjacent to any drainage channels within the proposed disturbed area. Maintain the sediment barriers until the disturbed area is permanently stabilized.
B. Construction entrance: Prior to any clearing or grubbing, a construction entrance shall be constructed at the intersection with the proposed access drive and the existing roadway to avoid tracking of mud, dust and debris from the site.
C. Riprap: Since riprap is used where erosion potential is high, construction must be sequenced so that the riprap is put in place with the minimum delay. Disturbance of areas where riprap is to be placed should be undertaken only when final preparation and placement of the riprap can follow immediately behind the initial disturbance. Where riprap is used for outlet protection, the riprap should be placed before or in conjunction with the construction of the pipe or channel so that it is in place when the pipe or channel begins to operate. Maintain temporary riprap, such as temporary check dams until the disturbed area is permanently stabilized.
D. Temporary stabilization. Stabilize with temporary seeding, mulch, or other non-erodible cover any exposed soils that will remain unworked for more than 14 days except, stabilize areas within 100 feet of a wetland or waterbody within 7 days or prior to a predicted storm event, whichever comes first. If hay or straw mulch is used, the application rate must be 2 bales (70-90 pounds) per 1,000 sf or 1.5 to 2 tons (90-100 bales) per acre to cover 75 to 90% of the ground surface. Hay mulch must be kept moist or anchored to prevent wind blowing. An erosion control blanket or mat shall be used at the base of grassed waterways, steep slopes (15% or greater) and on any disturbed soil within 100 feet of lakes, streams and wetlands. Grading shall be planned so as to minimize the length of time between initial soil exposure and final grading. On large projects this should be accomplished by phasing the operation and completing the first phase up to final grading and seeding before starting the second phase, and so on.
E. Vegetated waterway. Upon final grading, the disturbed areas shall be immediately seeded to permanent vegetation and mulched and will not be used as outlets until a dense, vigorous vegetative cover has been obtained. Once soil is exposed for waterway construction, it should be immediately shaped, graded and stabilized. Vegetated waterways need to be stabilized early during the growing season (prior to September 15). If final seeding of waterways is delayed past September 15, emergency provisions such as sod or riprap may be required to stabilize the channel. Waterways should be fully stabilized prior to directing runoff to them.

Permanent Stabilization Defined
A. Seeded areas. For seeded areas, permanent stabilization means an 90% cover of the disturbed area with mature, healthy plants with no evidence of washing or rilling of the topsoil.
B. Sodded areas. For sodded areas, permanent stabilization means the complete binding of the sod roots into the underlying soil with no slumping of the sod or die-off.
C. Permanent mulch. For mulched areas, permanent stabilization means total coverage of the exposed area with an approved mulch material. Erosion control mix may be used as mulch for permanent stabilization according to the approved application rates and limitations.
D. Riprap. For areas stabilized with riprap, permanent stabilization means that slopes stabilized with riprap have an appropriate backing of a well-graded gravel or approved geotextile to prevent soil movement from behind the riprap. Stone must be sized appropriately. It is recommended that angular stone be used.
E. Agricultural use. For construction projects on land used for agricultural purposes (E.G., pipelines across crop land), permanent stabilization may be accomplished by returning the disturbed land to agricultural use.
F. Paved areas. For paved areas, permanent stabilization means the placement of the compacted gravel subbase is completed.
G. Ditches, channels, and swales. For open channels, permanent stabilization means the channel is stabilized with mature vegetation at least three inches in height, with well-graded riprap, or with another non-erosive lining capable of withstanding the anticipated flow velocities and flow depths without reliance on check dams to slow flow. There must be no evidence of slumping of the lining, undercutting of the banks, or down-cutting of the channel.

General Construction Phase
The following erosion control measures shall be followed by the contractor throughout construction of this project:
A. All topsoil shall be collected, stockpiled, seeded with rye at 3 pounds/1,000 sf and mulched, and reused as required. Silt fencing shall be placed down gradient from the stockpiled loam. Stockpile to be located by designation of the owner and inspecting engineer.
B. The inspecting engineer at his/her discretion, may require additional erosion control measures and/or supplemental vegetative provisions to maintain stability of earthworks and finish graded areas. The contractor shall be responsible for providing and installing any supplemental measures as directed by the inspecting engineer. Failure to comply with the engineer's directions will result in discontinuation of construction activities.
C. Erosion control mesh shall be applied in accordance with the plans over all finish seeded areas as specified on the design plans.
D. All graded or disturbed areas including slopes shall be protected during clearing and construction in accordance with the approved erosion and sediment control plan until they are adequately stabilized.
E. All erosion, and sediment control practices and measures shall be constructed, applied and maintained in accordance with the approved erosion and sediment control plan.
F. Areas to be filled shall be cleared, grubbed and stripped of topsoil to remove trees, vegetation, roots or other objectionable materials.
G. Areas shall be scarified to a minimum depth of 3 inches prior to placement of topsoil.
H. All fills shall be compacted as required to reduce erosion, slippage, settlement, subsidence or other related problems. Fill intended to support buildings, structures and conduits, etc., shall be compacted in accordance with local requirements or codes.
I. All fills shall be placed and compacted in layers not to exceed 8 inches in thickness.
J. Except for approved landfills or non-structural fills, fill material shall be free of brush, rubbish, rocks, logs, stumps, building debris and other objectionable materials that would interfere with or prevent construction of satisfactory lifts.
K. Frozen material or soft, mucky or highly compressible materials shall not be incorporated into fill slopes or structural fills.
L. Fill shall not be placed on a frozen foundation.
M. Seeps or springs encountered during construction shall be handled appropriately.
N. All graded areas shall be permanently stabilized immediately following finished grading.
O. Remove any temporary control measures, such as silt fence, within 30 days after permanent stabilization is attained. Remove any accumulated sediments and stabilize.

Permanent Vegetation
Permanent vegetative cover should be established on disturbed areas where permanent, long lived vegetative cover is needed to stabilize the soil, to reduce damages from sediment and runoff, and to enhance the environment.
Seedbed Preparation
A. Grade as feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring, and maintenance.
B. Apply limestone and fertilizer according to soil tests such as those offered by the University of Maine soil testing laboratory. Soil sample mailers are available from the local cooperative extension service office. If soil testing is not feasible on small or variable sites, or where timing is critical, fertilizer may be applied at the rate of 800 pounds per acre or 18.4 pounds per 1,000 square feet using 10-20-20 (n-p205-k20) or equivalent. Apply ground limestone (equivalent to 50% calcium plus magnesium oxide) at a rate of 3 tons per acre (138 lb. Per 1,000 sq. Ft).
C. Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, spring tooth harrow or other suitable equipment. The final harrowing operation should be on the general contour. Continue tillage until a reasonably uniform, fine seedbed is prepared. All but clay or silty soils and coarse sands should be rolled to firm the seedbed wherever feasible. D. Remove from the surface all stones 2 inches or larger in any dimension. Remove all other debris, such as wire, cable, tree roots, concrete, clods, lumps or other unsuitable material.
E. Insect seedbed just before seeding. If traffic has left the soil compacted, the area must be tilled and firmed as above.
F. Permanent seeding should be made 45 days prior to the first killing frost or as a dormant seeding with mulch after the first killing frost and before snowfall. When crown vetch is seeded in later summer, at least 35% of the seed should be hard seed (uncoated). If seeding cannot be done within the seeding dates, mulch according to the temporary mulching BMP and overwinter stabilization and construction to protect the site and delay seeding until the next recommended seeding period.

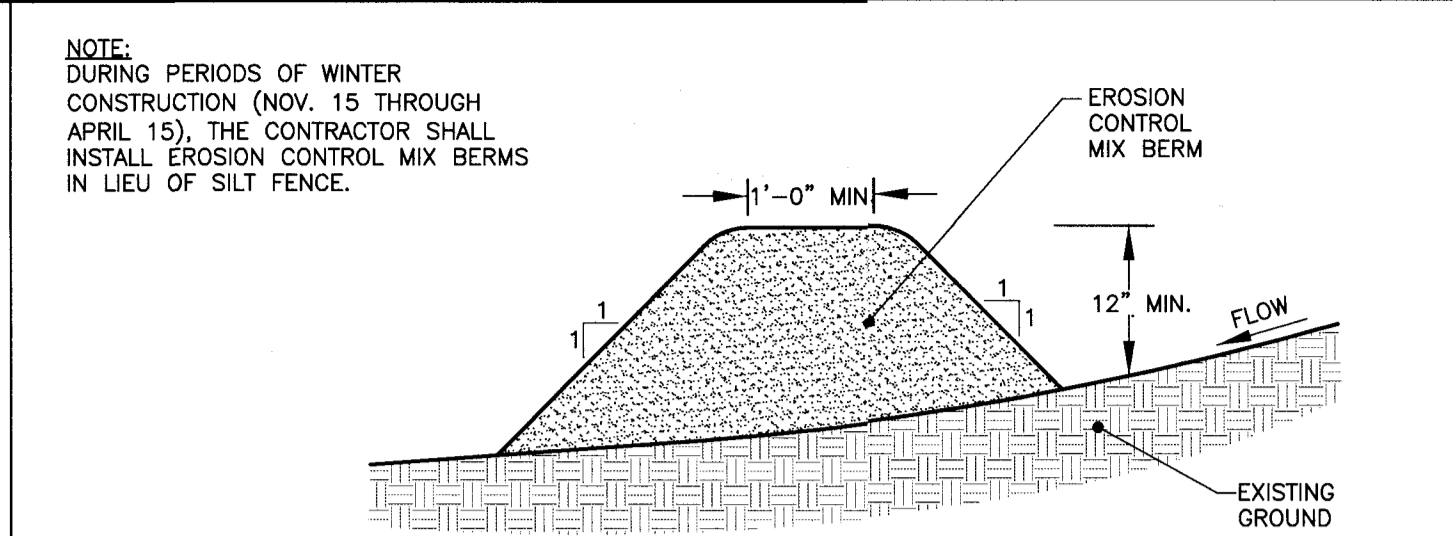
G. Following seed bed preparation, swale areas, fill areas and back slopes shall be seeded at a rate of 3 lbs./1,000 s.f. With a mixture of 35% creeping red h. Fescue, 6% red top, 24% Kentucky bluegrass, 10% perennial ryegrass, 20% annual ryegrass and 5% white Dutch clover.
I. Areas which have been temporarily or permanently seeded shall be mulched immediately following seeding.
J. Areas which cannot be seeded within the growing season shall be mulched for over-winter protection and the area should be seeded at the beginning of the growing season.

Winter Construction Phase
If an area is not stabilized with temporary or permanent measures by November 15, then the site must be protected with additional stabilization measures.
A. Permanent stabilization consists of at least 90% vegetation, pavement/gravel base or riprap.
B. Do not expose slopes or leave slopes exposed over the winter or for any other extended time of work suspension unless fully protected with mulch.
C. Apply hay mulch at twice the standard rate (150 lbs. Per 1,000 sf). The mulch must be thick enough such that the ground surface will not be visible and must be anchored.
D. Use mulch and mulch netting or an erosion control mulch blanket or all slopes greater than 8 % or other areas exposed to direct wind.
E. Install an erosion control blanket in all drainageways (bottom and sides) with a slope greater than 3 %.
F. Use the vegetation measures for more information on seeding dates and types.
G. Winter excavation and earthwork shall be completed so that no more than 1 acre of the site is without stabilization at any one time.
H. An area within 100 feet of a protected natural resource must be protected with a double row of sediment barrier.
I. Temporary mulch must be applied within 7 days of soil exposure or prior to any storm event, but after every workday in areas within 100 feet from a protected natural resource.
J. Areas that have been brought to final grade must be permanently mulched that same day.
K. If snowfall is greater than 1 inch (fresh or cumulative), the snow shall be removed from the areas due to be seeded and mulched.
L. Loam shall be free of frozen clumps before it is applied.
M. All vegetated ditch lines that have not been stabilized by November 1, or will be worked during the winter construction period, must be stabilized with an appropriate stone lining backed by an appropriate gravel bed or geotextile unless specifically released from this standard by the department.

Maintenance and Inspection Phase
A. Contractor shall inspect disturbed and impervious areas, and erosion and stormwater control measures, areas used for storage that are exposed to precipitation, and locations where vehicles enter or exit the parcel at least once a week and before and after a storm event, prior to completion of permanent stabilization. A person with knowledge of erosion and stormwater must conduct the inspection. This person must be identified in the inspection log. If best management practices (BMPs) need to be modified or if additional BMPs are necessary, implementation must be completed within 7 calendar days and prior to any storm event (rainfall). All measures must be maintained in effective operating condition until areas are permanently stabilized.
B. A log (report) must be kept summarizing the scope of the inspection, name(s) and qualifications of the personnel making the inspection, the date(s) of the inspection, and major observations relating to operation of erosion and sedimentation controls and pollution prevention measures. Major observations must include: BMPs that need to be maintained; location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location; and location(s) where additional BMPs are needed that did not exist at the time of inspection. Follow-up to correct deficiencies or enhance controls must also be indicated in the log and dated, including what action was taken and when.

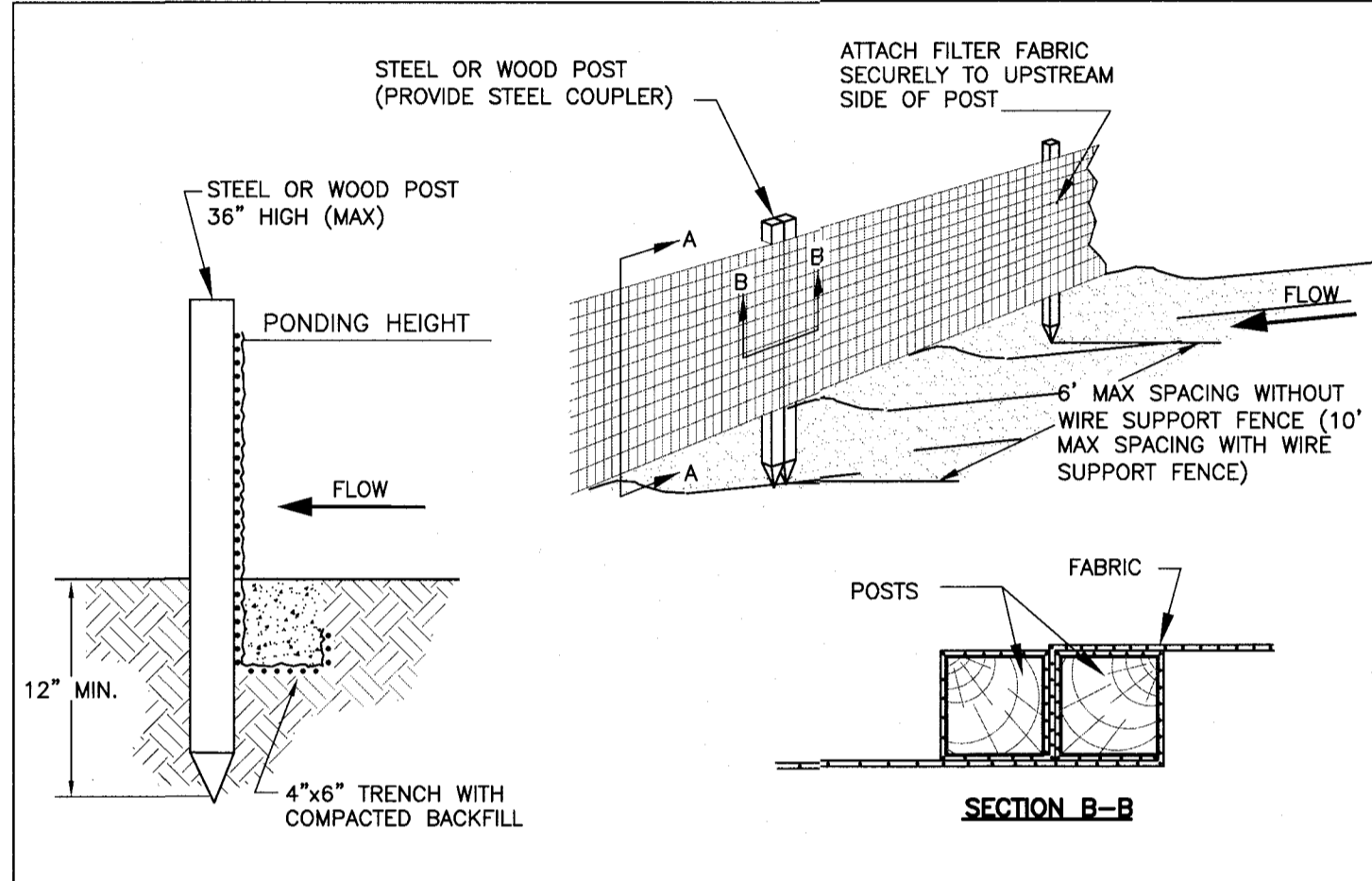
General Construction Phase
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C. Erosion control mesh shall be applied in accordance with the plans over all finish seeded areas as specified on the design plans.
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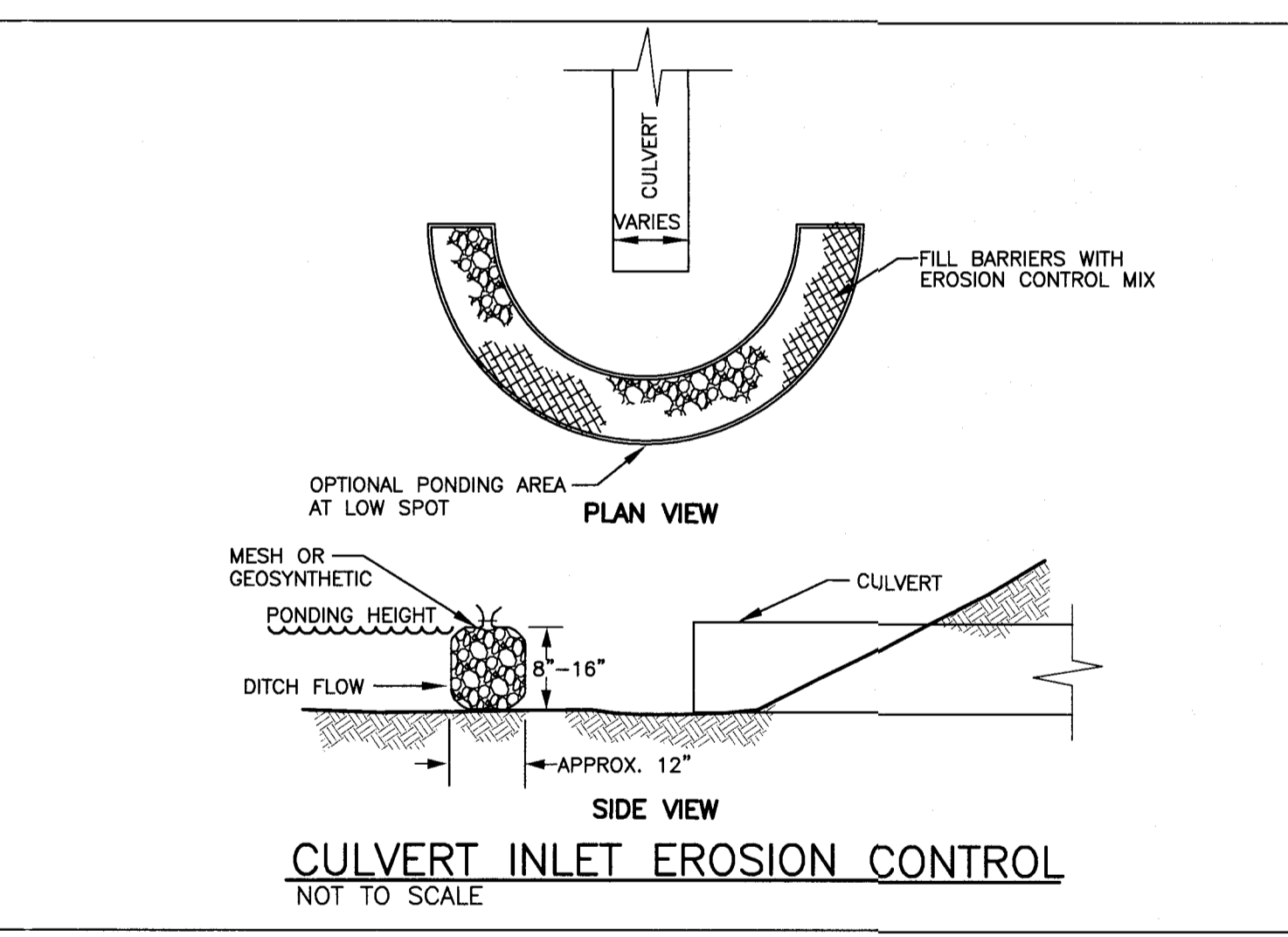


EROSION CONTROL MIX
EROSION CONTROL MIX SHALL CONTAIN A WELL-GRADED MIXTURE OF PARTICLE SIZES & MAY CONTAIN ROCKS LESS THAN 4" IN DIAMETER. EROSION CONTROL MIX MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH. THE MIX COMPOSITION SHALL MEET THE FOLLOWING STANDARDS:
- THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 80% - 100% DRY WEIGHT BASIS
- PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A 6" SCREEN AND A MINIMUM OF 70% MAXIMUM OF 85% PASSING A 0.75" SCREEN
- THE ORGANIC PORTION NEEDS TO BE FIBROUS AND ELONGATED
- LARGE PORTIONS OF SILTS, CLAYS OR FINE SANDS ARE NOT ACCEPTABLE IN THE MIX.
- SOLUBLE SALTS CONTENT SHALL BE < 4.0 mmhos/cm.
- PH SHALL FALL BETWEEN 5.0 - 8.0.

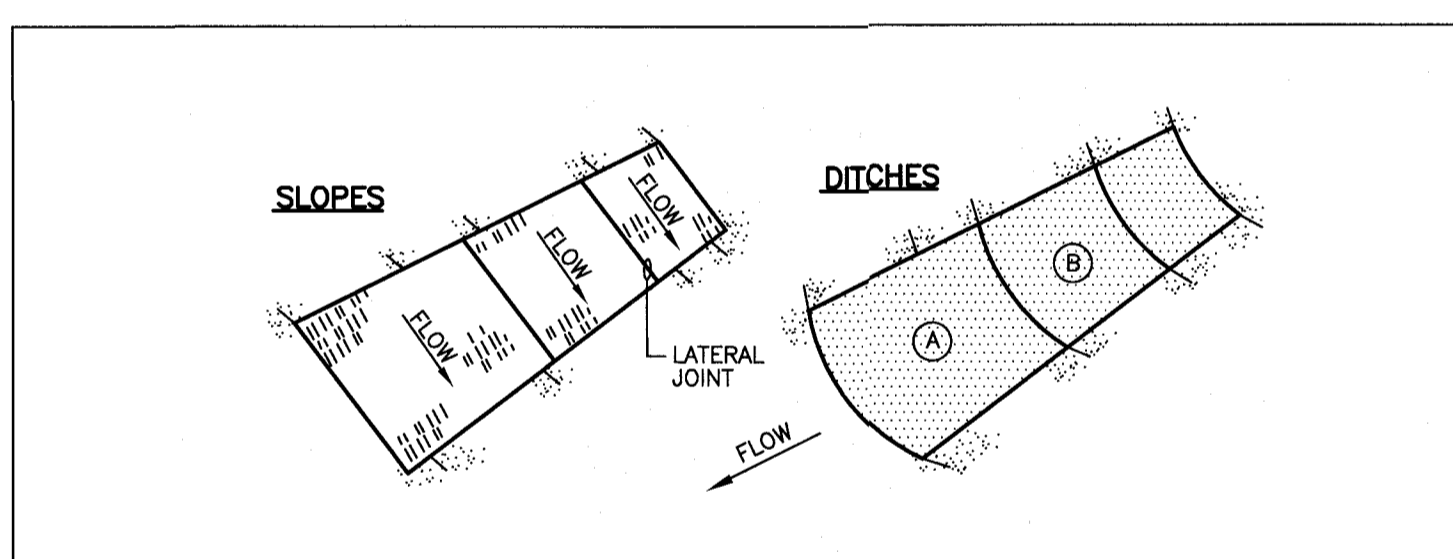
EROSION CONTROL MIX BERM
NOT TO SCALE



SILT FENCE
NOT TO SCALE

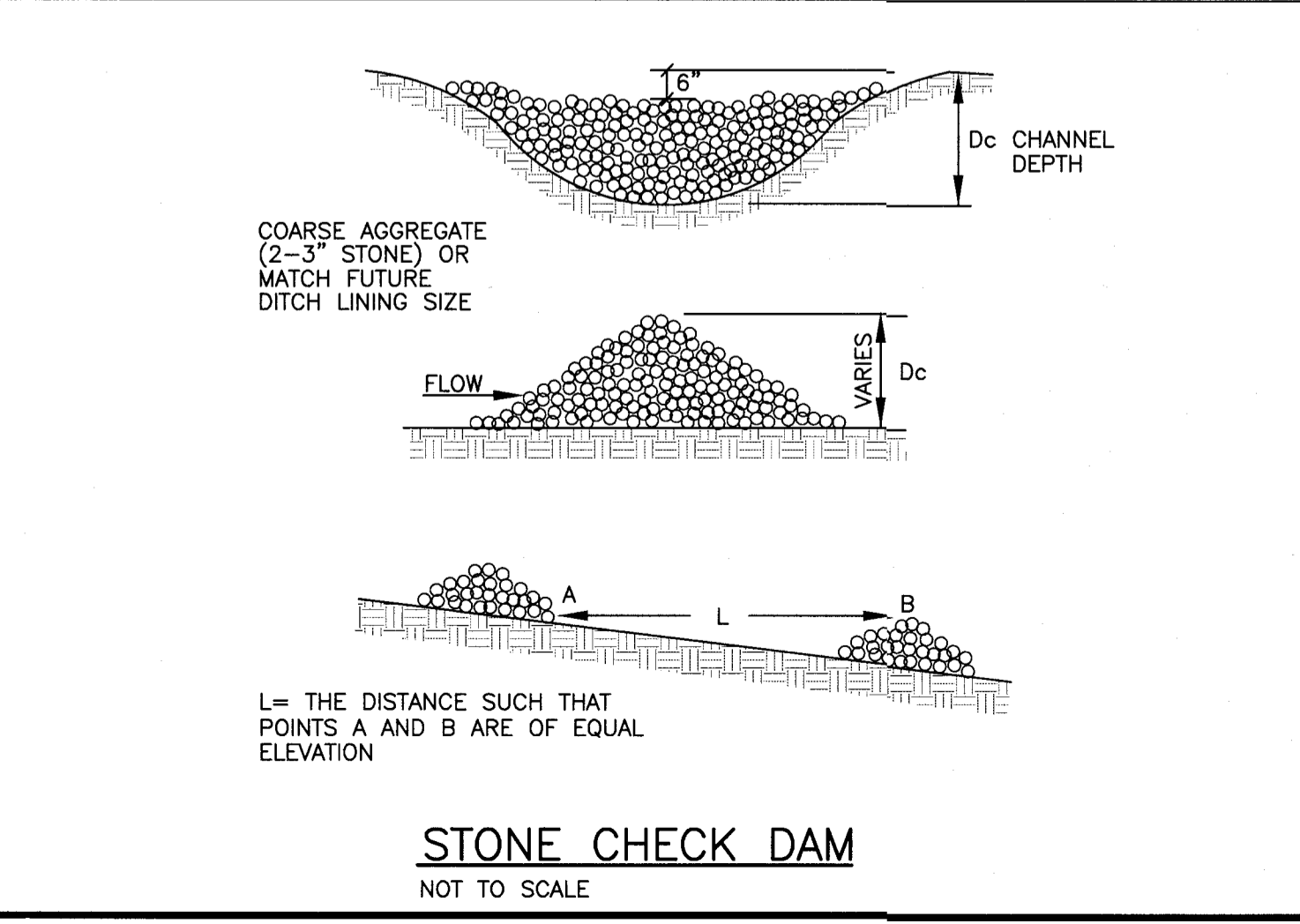


CULVERT INLET EROSION CONTROL
NOT TO SCALE

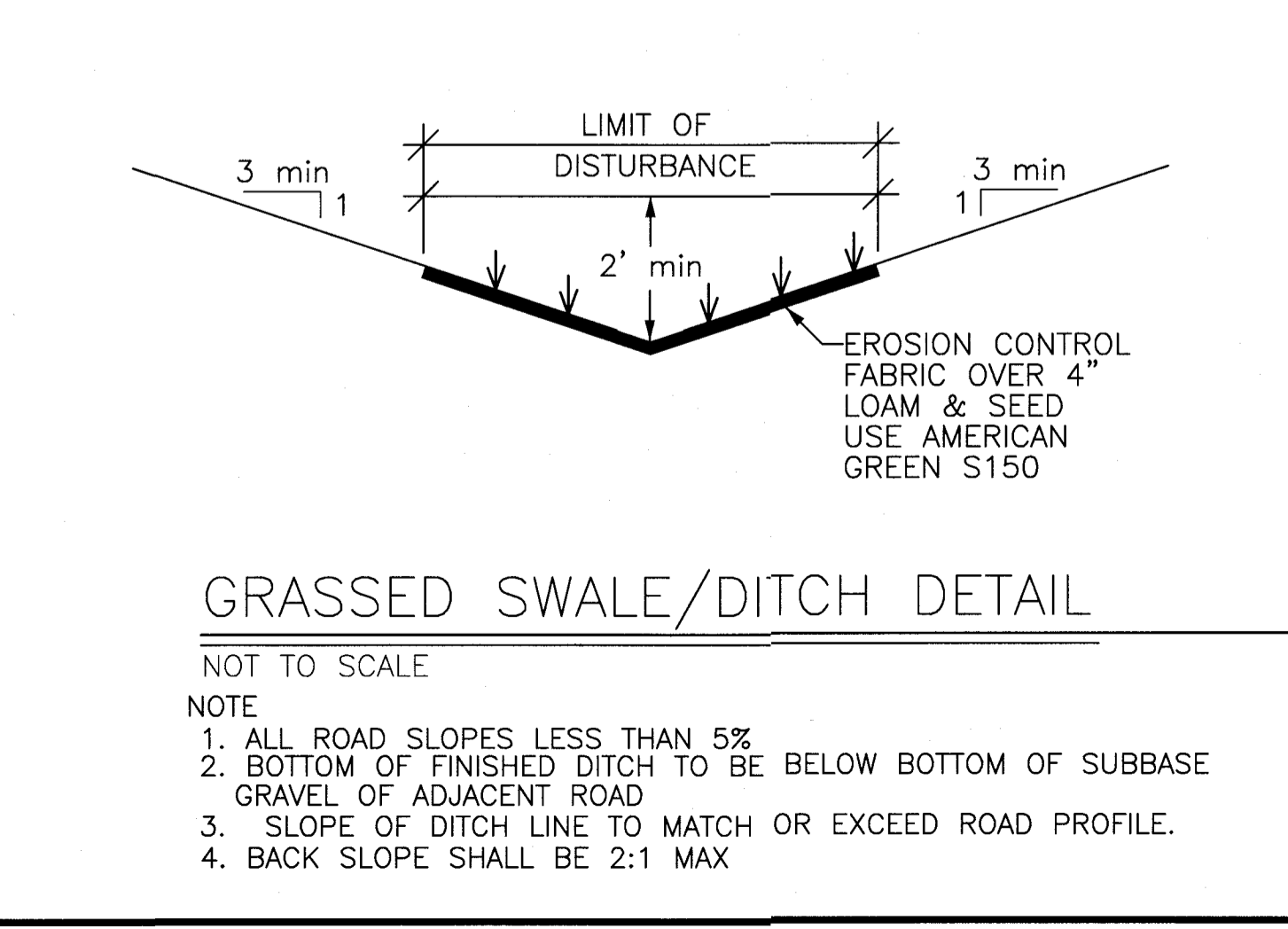


NOTES:
1. BURY THE TOP END OF THE MESH MATERIAL IN A 6" TRENCH AND BACKFILL AND TAMP TRENCHING SECURE END WITH STAPLES AT 6" SPACING, 4" DOWN FROM EXPOSED END.
2. FLOW DIRECTION JOINTS TO HAVE UPPER END OF LOWER STRIP BURIED WITH UPPER LAYERS OVERLAPPED 4" AND STAPLED. OVERLAP B OVER A.
3. LATERAL JOINTS TO HAVE 4" OVERLAP OF STRIPS. STAPLE 18" ON CENTER.
4. STAPLE OUTSIDE LATERAL EDGE 2" ON CENTER.
5. WIRE STAPLES TO BE MIN. OF #11 WIRE, 6" LONG & 1-1/2" WIDE.
6. USE NORTH AMERICAN GREEN DS 150 (OR APPROVED EQUAL) ON SLOPES BETWEEN 4:1-2:1. USE NORTH AMERICAN GREEN VMX SC250 PERMANENT TURF REINFORCEMENT MAT (OR APPROVED EQUAL) ON SLOPES 2:1 AND STEEPER.

EROSION CONTROL BLANKET
NOT TO SCALE



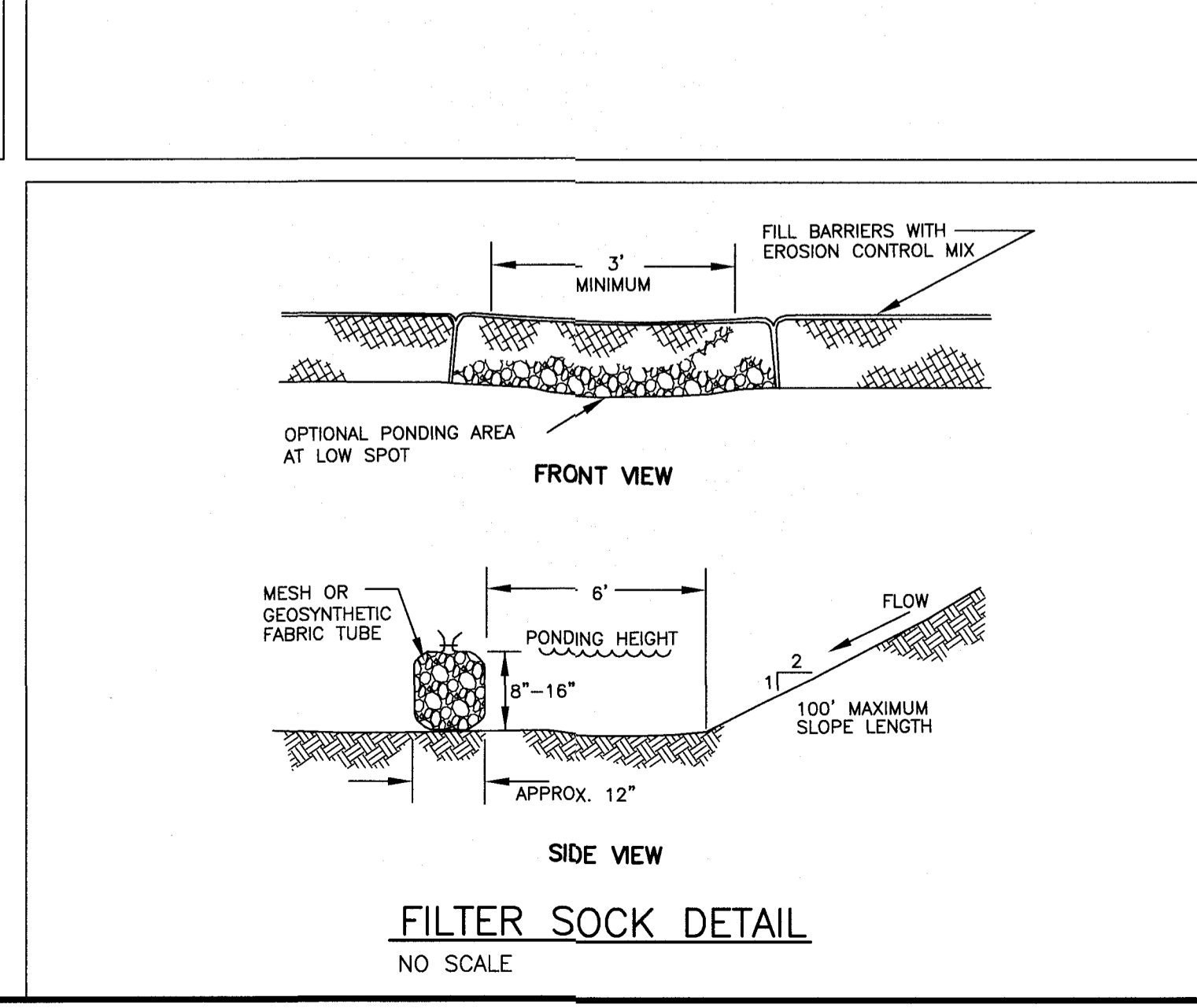
STONE CHECK DAM
NOT TO SCALE



GRASSED SWALE/DITCH DETAIL
NOT TO SCALE

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 the owner and/or owner's engineer.
- 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.

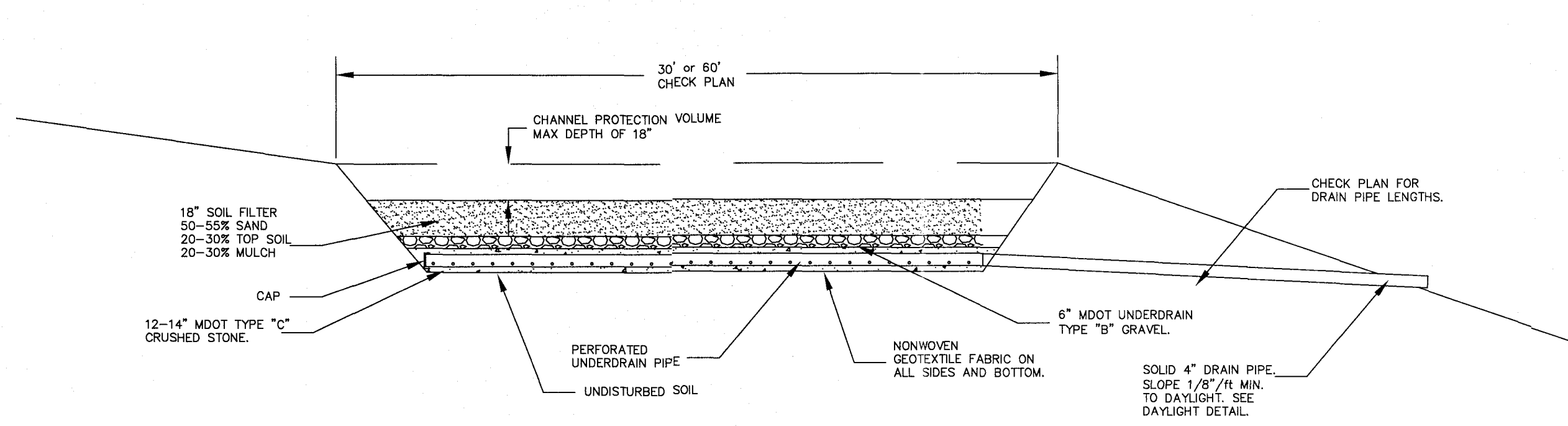


FILTER SOCK DETAIL
NO SCALE

DESIGNED: SEB	APP'D: AAK	DATE: 11/9/23	NO. 1	DESCRIPTION: RESPONSE TO CITY COMMENTS	REVISIONS
DRAWN: SEB	CHECKED: N/A	DATE: 11/9/23	NO. 2	DESCRIPTION: RESPONSE TO CITY COMMENTS	
APPROVED: SEB	SCALE: AS SHOWN	DATE: 12/19/23	NO. 3	DESCRIPTION: PRELIMINARY REVIEW COMMENTS	
PLAN DATE: 12/19/23	DATE ISSUED: 12/19/23		NO. 4	DESCRIPTION: FINAL SUBMISSION PLAN	
RECORD OWNER: TEAM PROPERTIES, LLC BANGOR, ME 04401					

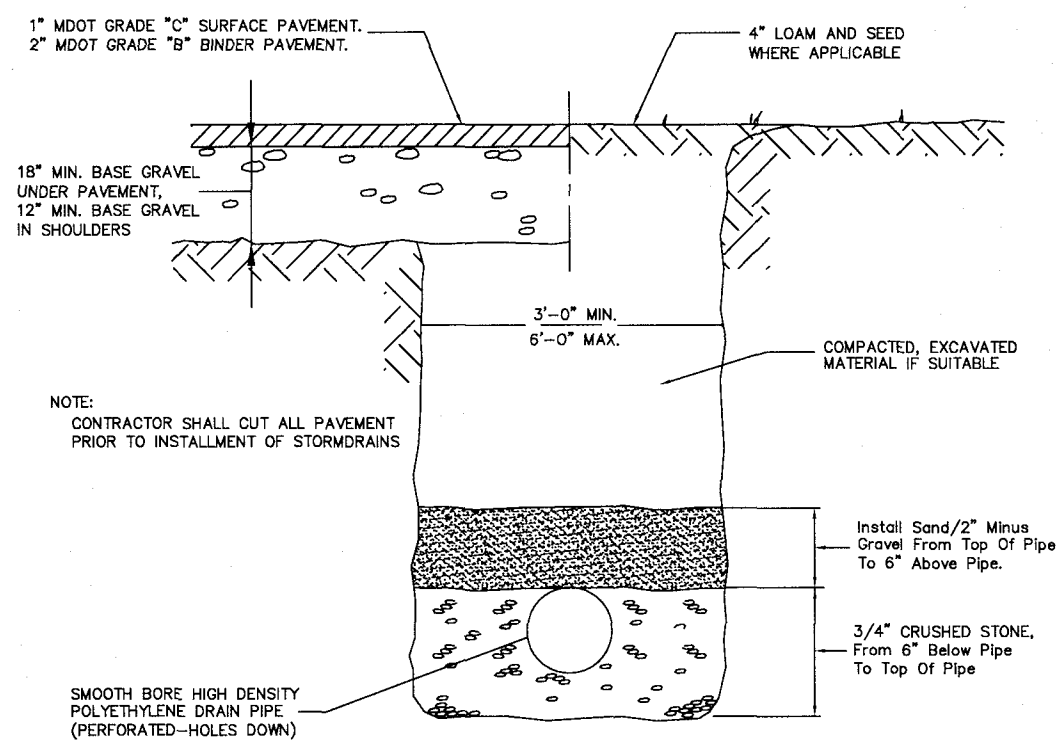
PROJECT NAME: THE MAINE WOODS SUBDIVISION
PROJECT ADDRESS: LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
SHEET NO.: 9 OF 17

FOR PERMIT ONLY
STATE OF MAINE
SCOTT E. BRADY
REGISTERED PROFESSIONAL ENGINEER
No. 6222
12/19/23
DRAWINGS NOT SEEN ARE FOR PLANNING PURPOSES ONLY AND WE DO NOT INTEND TO PERFORM, ISSUE OR CONDUCT CONSTRUCTION



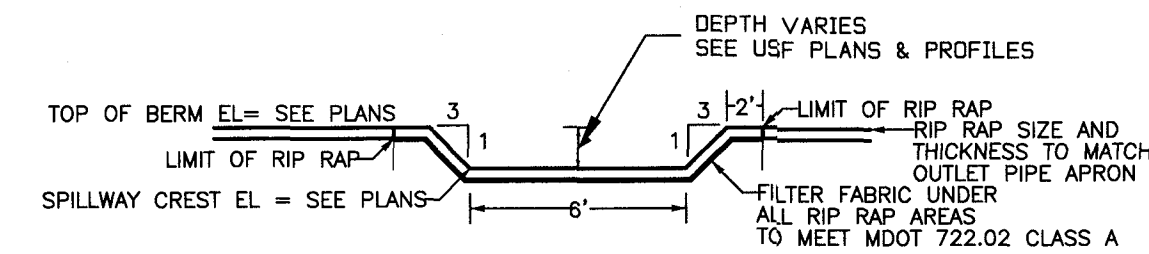
FILTER SWALE - PROFILE

Not To Scale



Typical HDPE Pipe Trench Detail

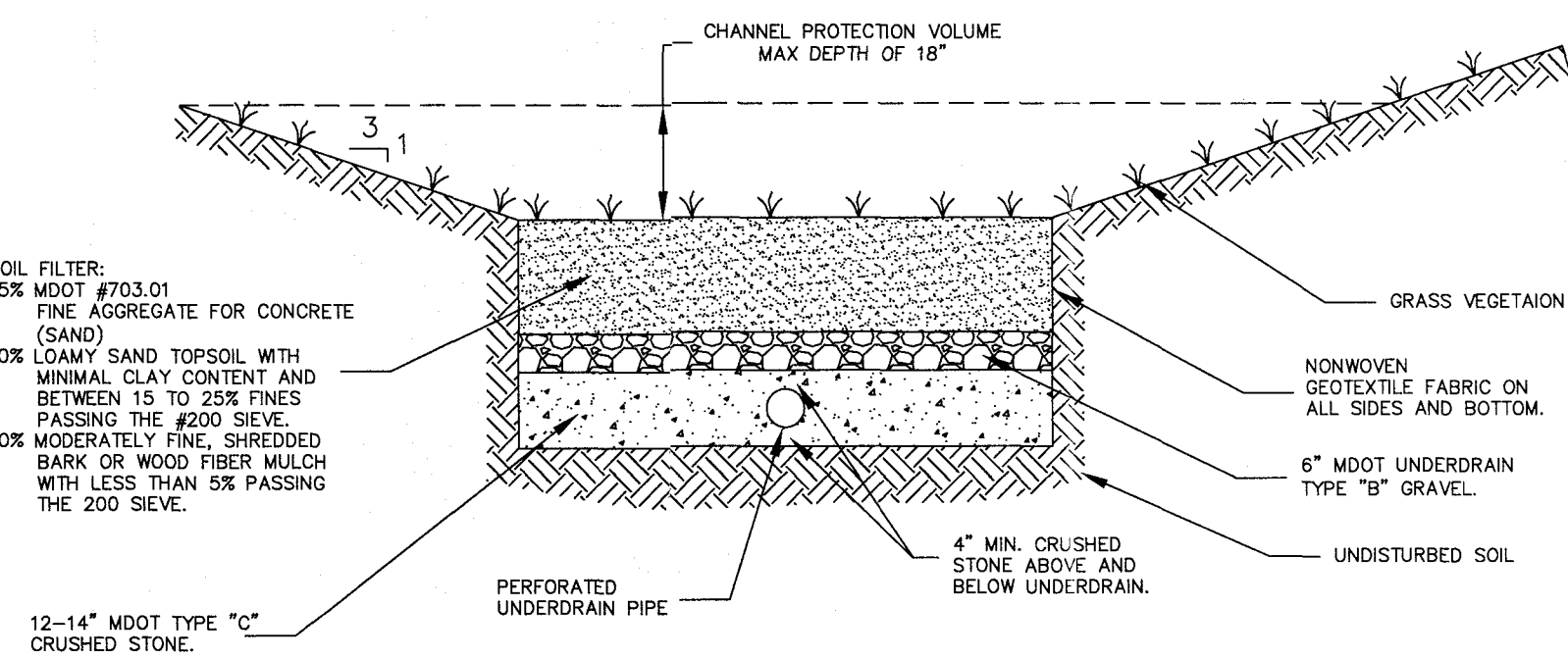
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EMERGENCY SPILLWAY DETAIL

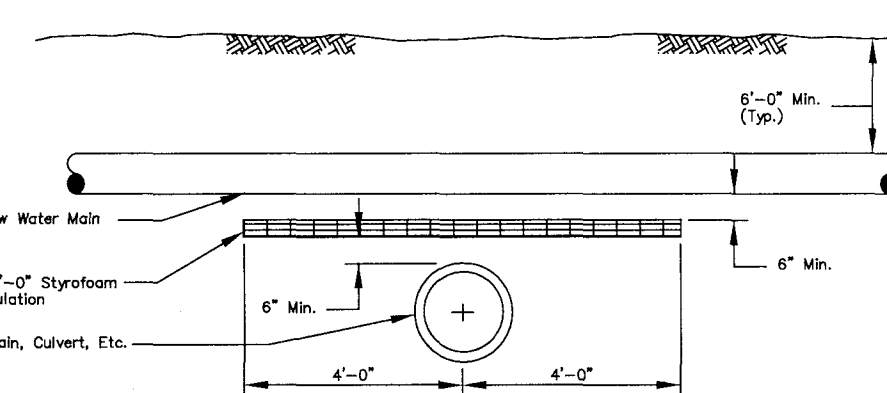
NOT TO SCALE

NOTE: RIP RAP APRON TO EXTEND FROM 12\"/>

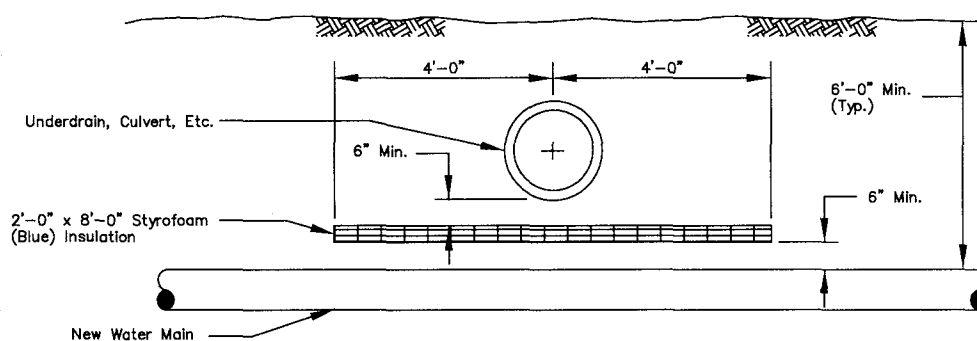


FILTER SWALE - CROSS SECTION

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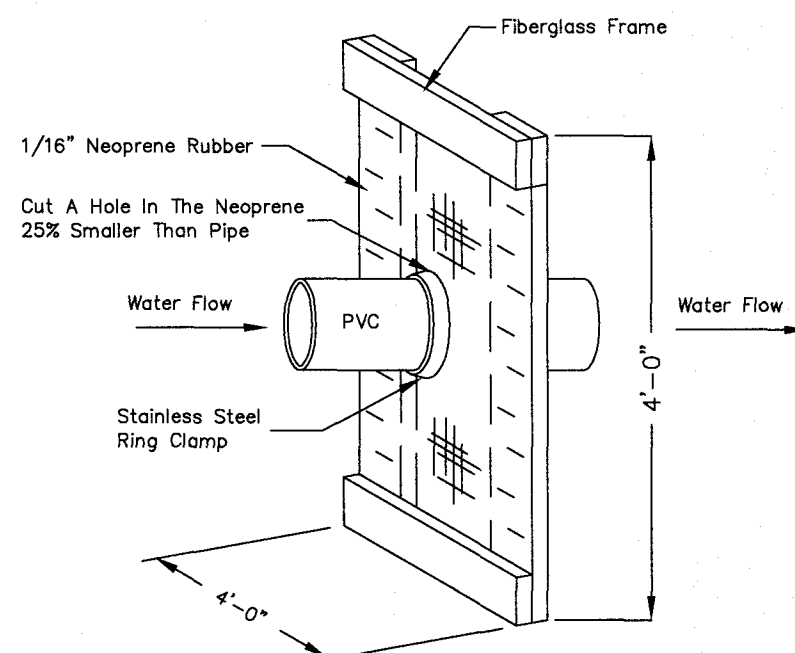
Insulation Detail "B"



Insulation Detail "A"

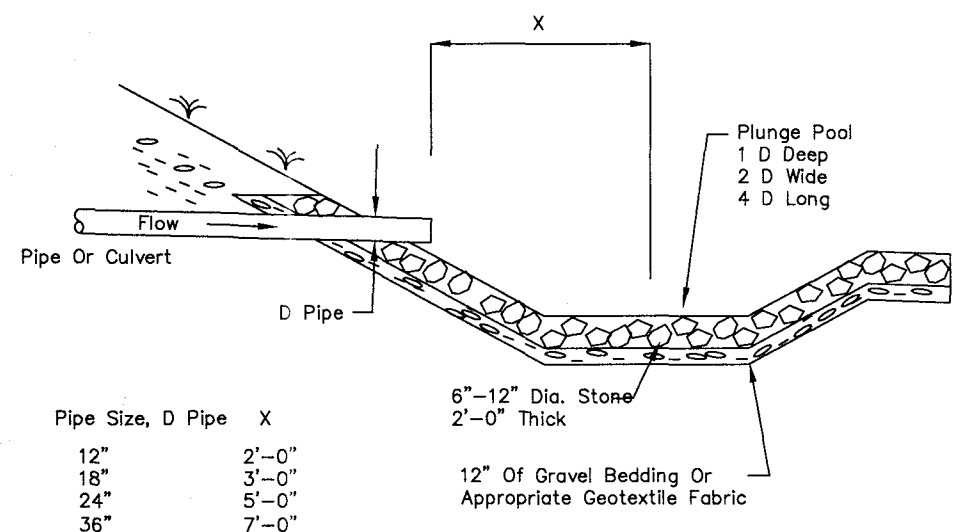
Pipe Insulation Details

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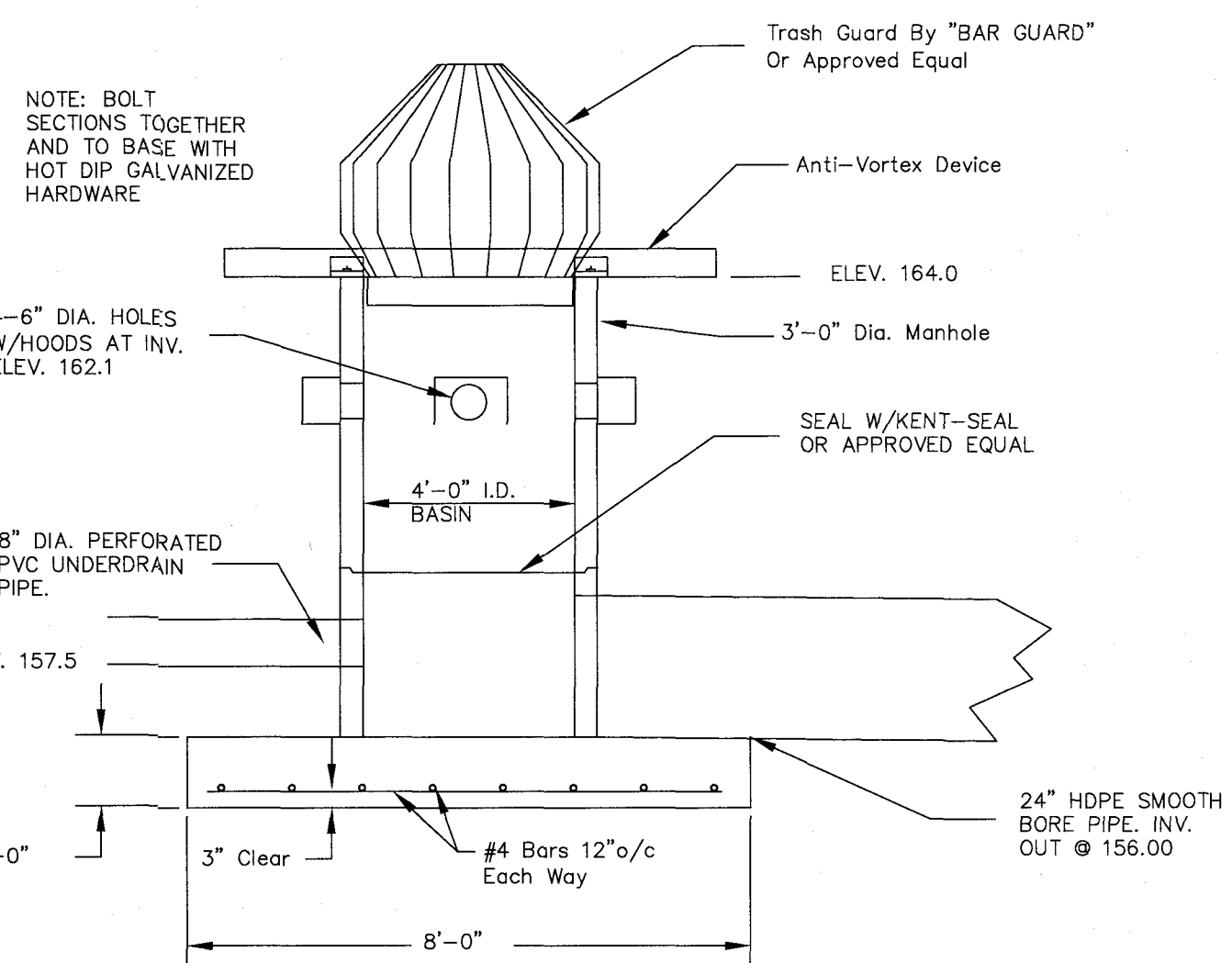
Anti-Seep Collar Detail

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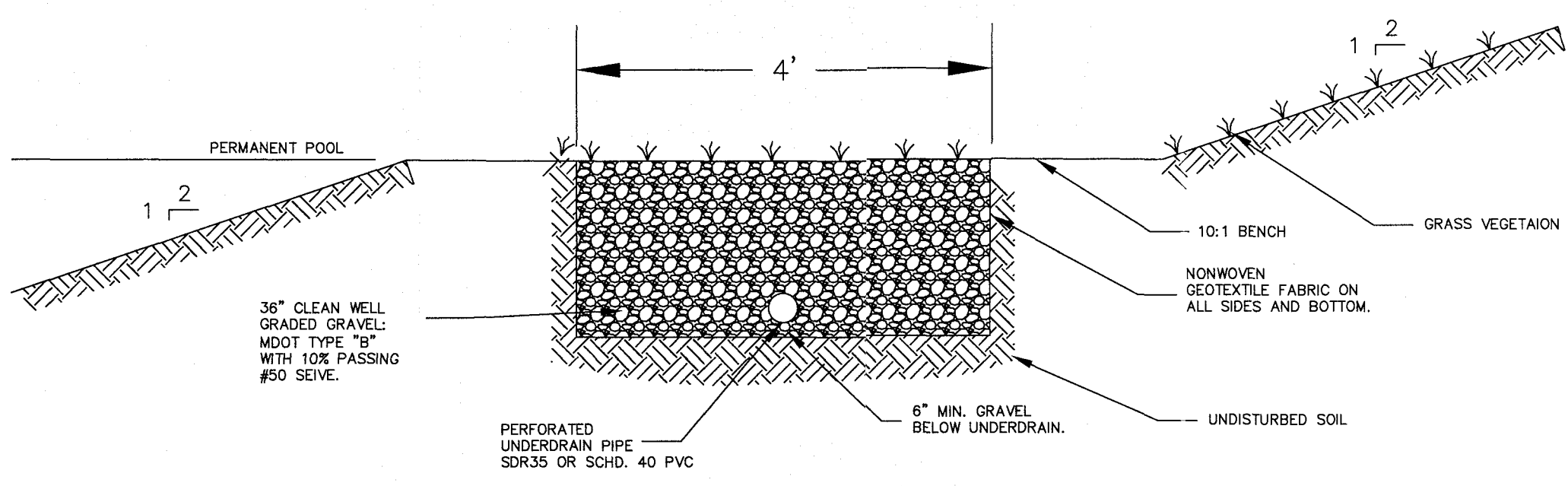
Typical Plunge Pool Detail

Not To Scale



Pond Outlet Detail

Not To Scale



POND FILTER - CROSS SECTION

Not To Scale

NO.	DATE	DESCRIPTION
1	11/17/22	DESIGN & SUBMITTAL
2	11/17/22	RESPONSE TO CITY COMMENTS
3	12/9/23	PRELIMINARY REVIEW COMMENTS
4	12/9/23	FINAL SUBMISSION PLAT

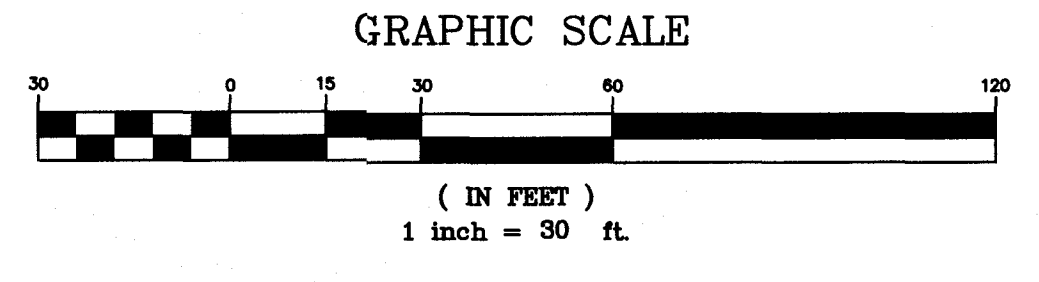
PROJECT NAME: **THE MAINE WOODS SUBDIVISION**
 LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
 SHEET NAME: **STORM WATER DETAIL**

PROJECT NO. 22083	DRAWING NO. 22083 BASE.DWG
DESIGNED: SEB	CHECKED: SEB
DRAWN: AKK	SCALE: AS SHOWN
DATE ISSUED: 12/8/23	RECORD OWNER: TEAM PROPERTIES, LLC

Plymouth Engineering, Inc.
 8 Main St., Suite C
 Newport, Maine 04953
 Tel: (207) 257-8071 Fax: (207) 257-8130
 info@plymouthengineering.com
 www.plymouthengineering.com

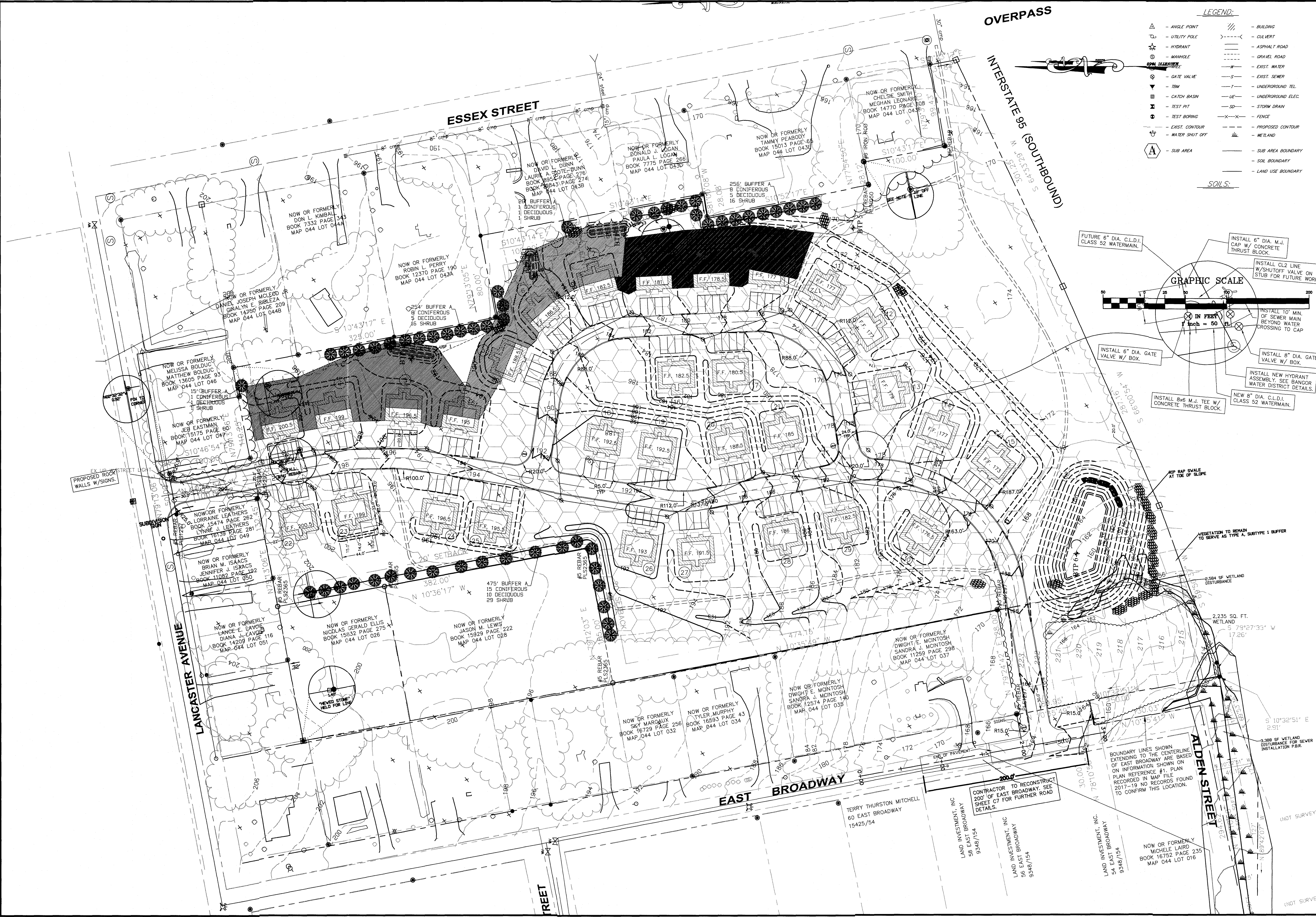
FOR PERMIT ONLY
 STATE OF MAINE
 SCOTT B. BRADLEY
 PROFESSIONAL ENGINEER
 No. 6227
 12/8/23

SHEET 12 OF 17
C11



Dec 06, 2023 - 10:04am J:\2022\2083 - Team Properties The Maine Woods Subdivision - Bangor - Team Properties\U. Drawings\CIVIL\2023 permitting\120723 final\22083.dwg

Dec 08, 2023 - 10:04am
2320222083 - Team Properties The Maine Woods Subdivision - Bangor - Team Properties\Drawings\Civil\2023 permit\120723 final 22083.dwg

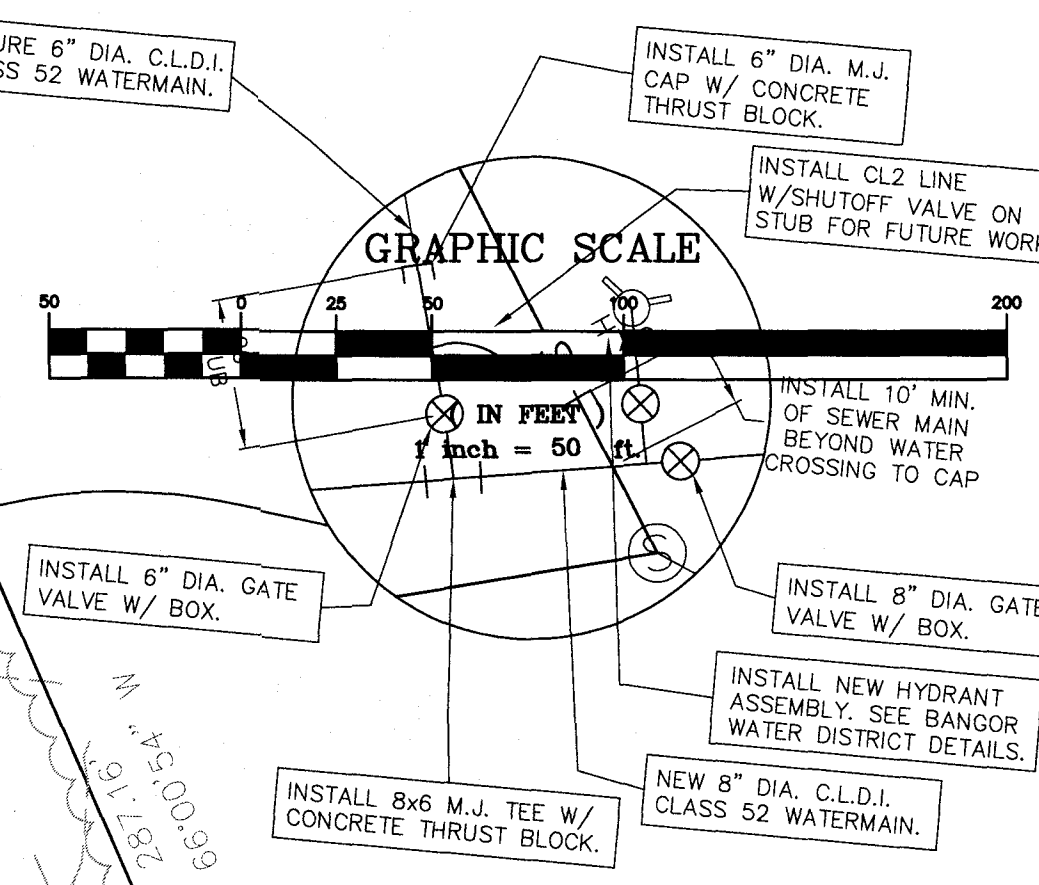


OVERPASS

INTERSTATE 95 (SOUTHBOUND)

- LEGEND:**
- △ - ANGLE POINT
 - - UTILITY POLE
 - ⊕ - HYDRANT
 - ⊙ - MANHOLE
 - ⊗ - GATE VALVE
 - ⊖ - TBM
 - ⊕ - CATCH BASIN
 - ⊗ - TEST PIT
 - ⊙ - TEST BORING
 - ⊖ - EXIST. CONTOUR
 - ⊗ - WATER SHUT OFF
 - ▭ - BUILDING
 - - CULVERT
 - - ASPHALT ROAD
 - - GRAVEL ROAD
 - - EXIST. WATER
 - - EXIST. SEWER
 - - UNDERGROUND TEL.
 - - UNDERGROUND ELEC.
 - - STORM DRAIN
 - - FENCE
 - - PROPOSED CONTOUR
 - - WETLAND
 - - SUB AREA BOUNDARY
 - - SOIL BOUNDARY
 - - LAND USE BOUNDARY

SOILS:



REVISIONS	
NO.	DESCRIPTION
1	11/8/23 RESPONSE TO CITY COMMENTS
2	11/16/23 RESPONSE TO CITY COMMENTS
3	12/5/23 PRELIMINARY REVIEW COMMENTS
4	12/8/23 FINAL SUBMISSION PLAN

PROJECT NAME: **THE MAINE WOODS SUBDIVISION**

PROJECT NO: 22083

DRAWING NO: 22083 BASE.DWG

CHECKED: N/A

SCALE: AS SHOWN

DATE ISSUED: 12/8/23

DATE: 12/8/23

PROJECT LOCATION: MAINE
LANCASTER AVE., BANGOR, PENOBSCOT COUNTY

TEAM: TEAM PROPERTIES, LLC
BANGOR, ME 04401

SHEET NAME: **POST DEVELOPMENT**

DESIGNED BY: AAK

DRAWN BY: SEB

CHECKED BY: SEB

APPROVED BY: SEB

PLAN DATE: 12/8/23

RECORD OWNER: TEAM PROPERTIES, LLC
BANGOR, ME 04401

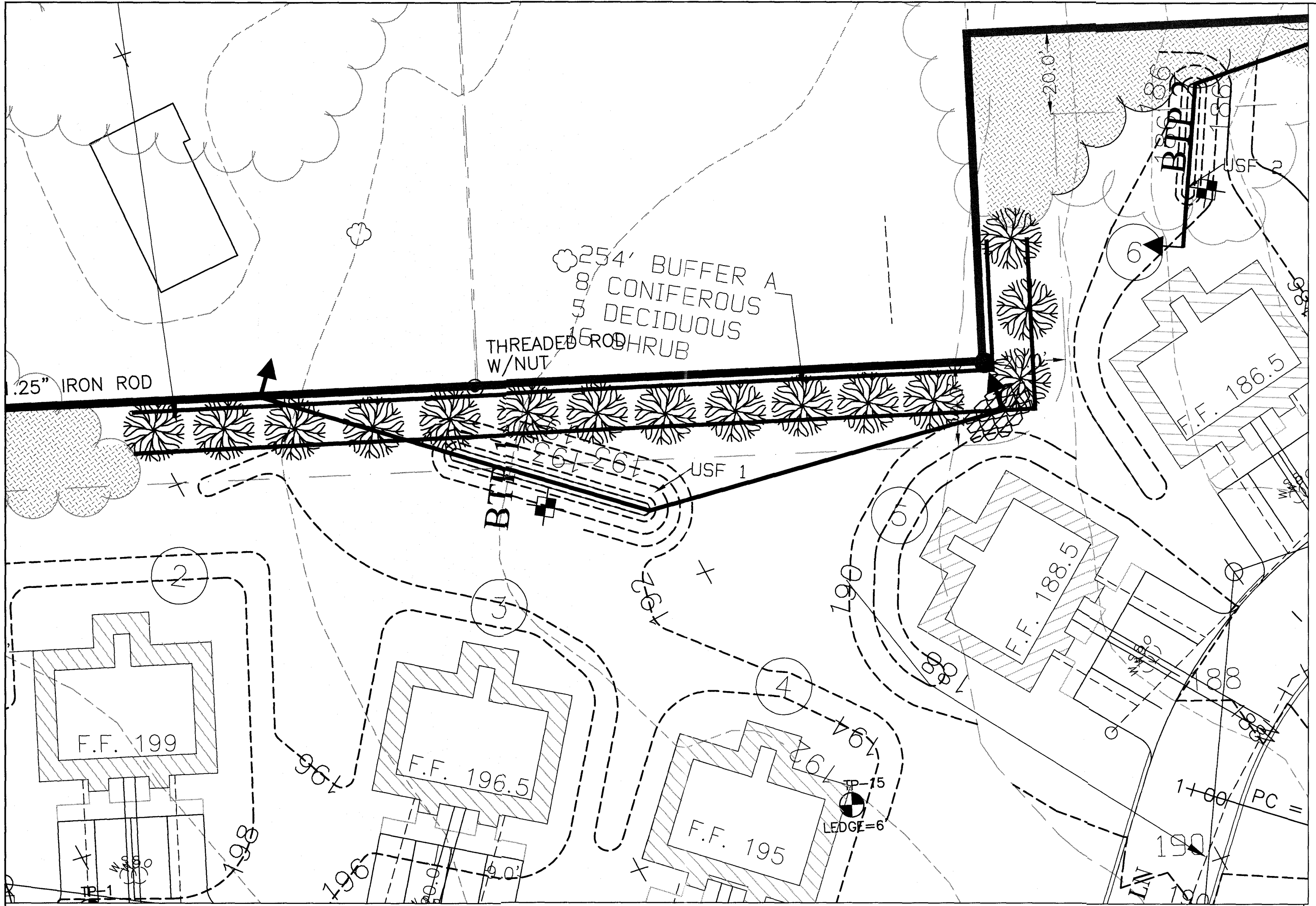
Plymouth Engineering, Inc.
8 Main St., Suite C
Newport, Maine 04853
Tel: (807) 257-2071 Fax: (807) 257-2130
info@plymouthengineering.com
www.plymouthengineering.com

FOR REVIEW
STATE OF MAINE
SCOTT E. BRALD
No. 6322
12/27/23
NOT SURVEYED

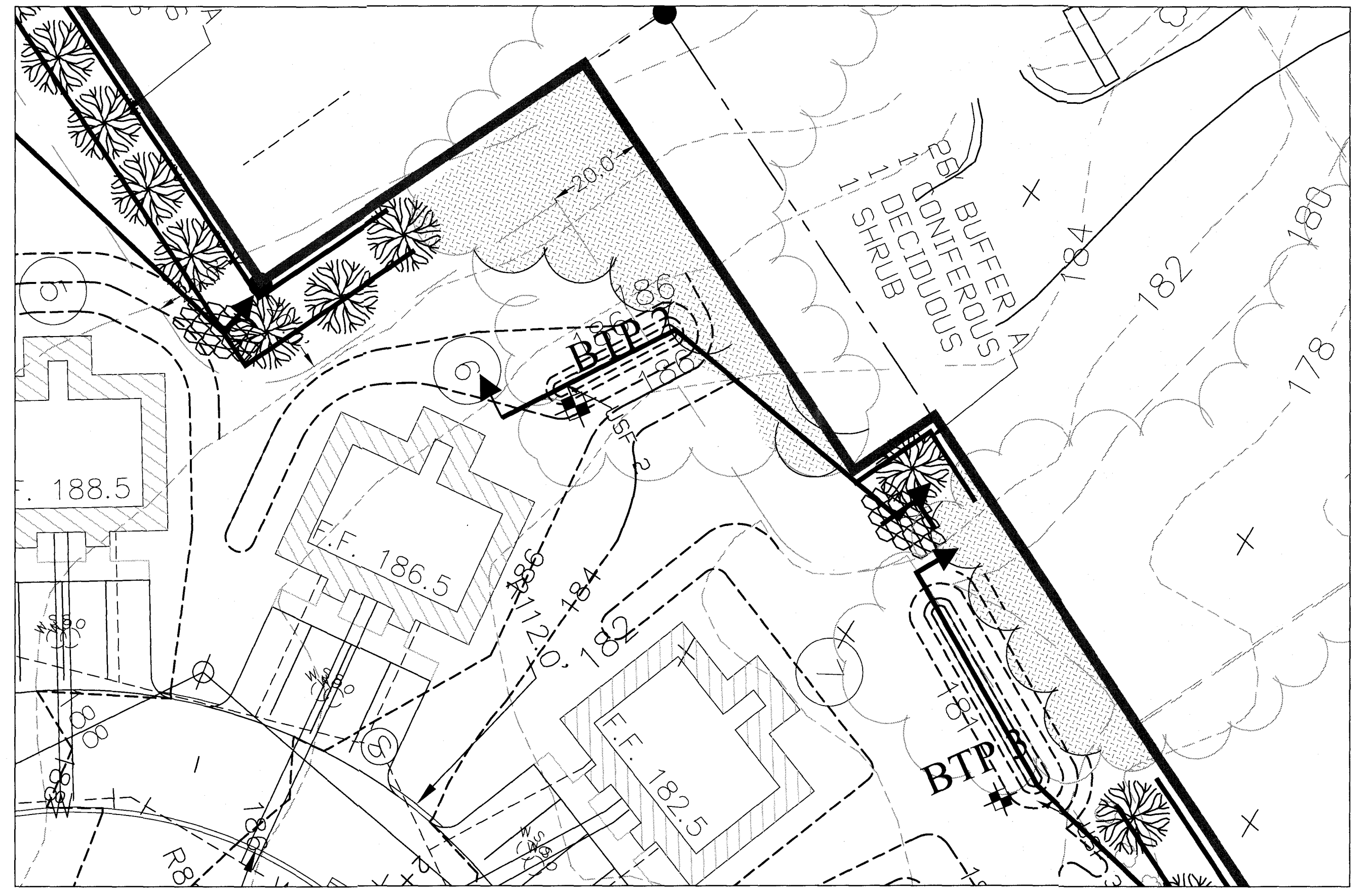
DRAWINGS NOT SEALED ARE FOR PLANNING PURPOSES ONLY AND ARE NOT INTENDED FOR PERMITTING, BIDDING OR CONSTRUCTION.

SHEET 16 OF 17

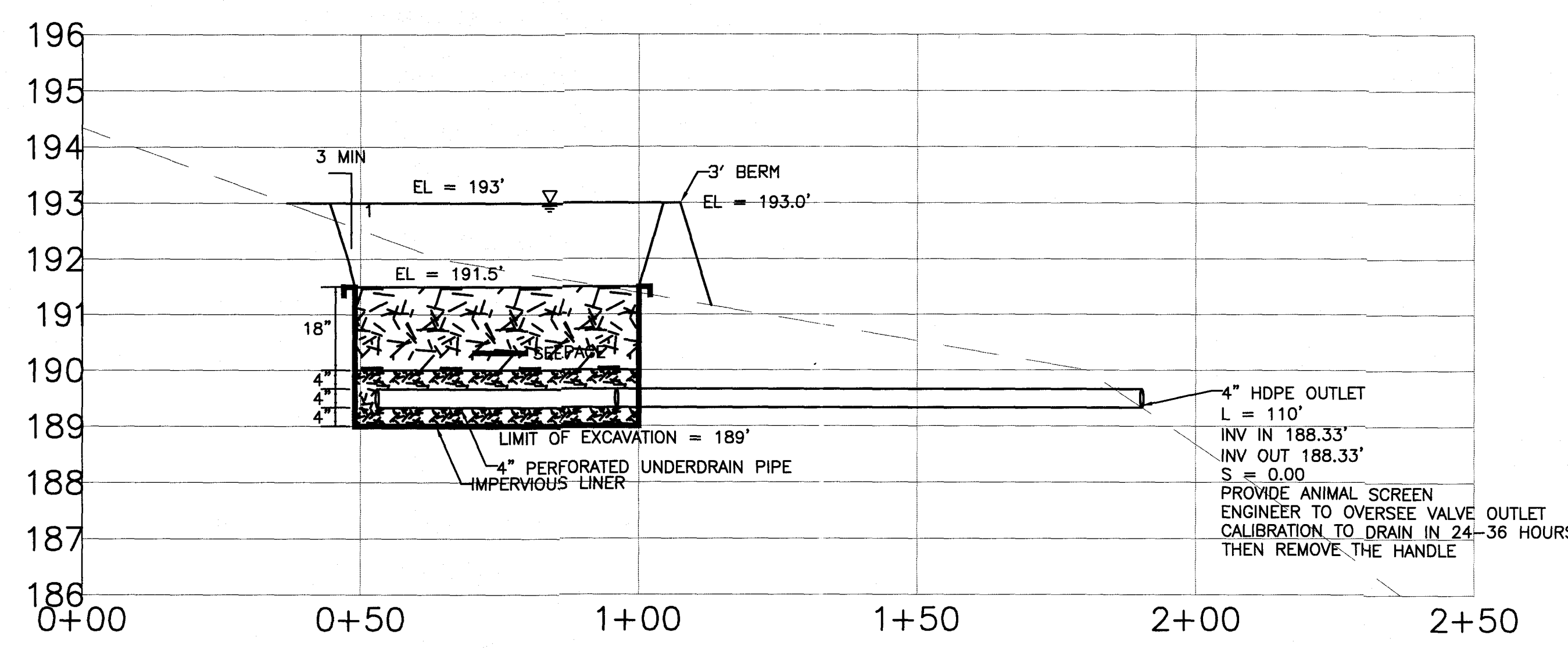
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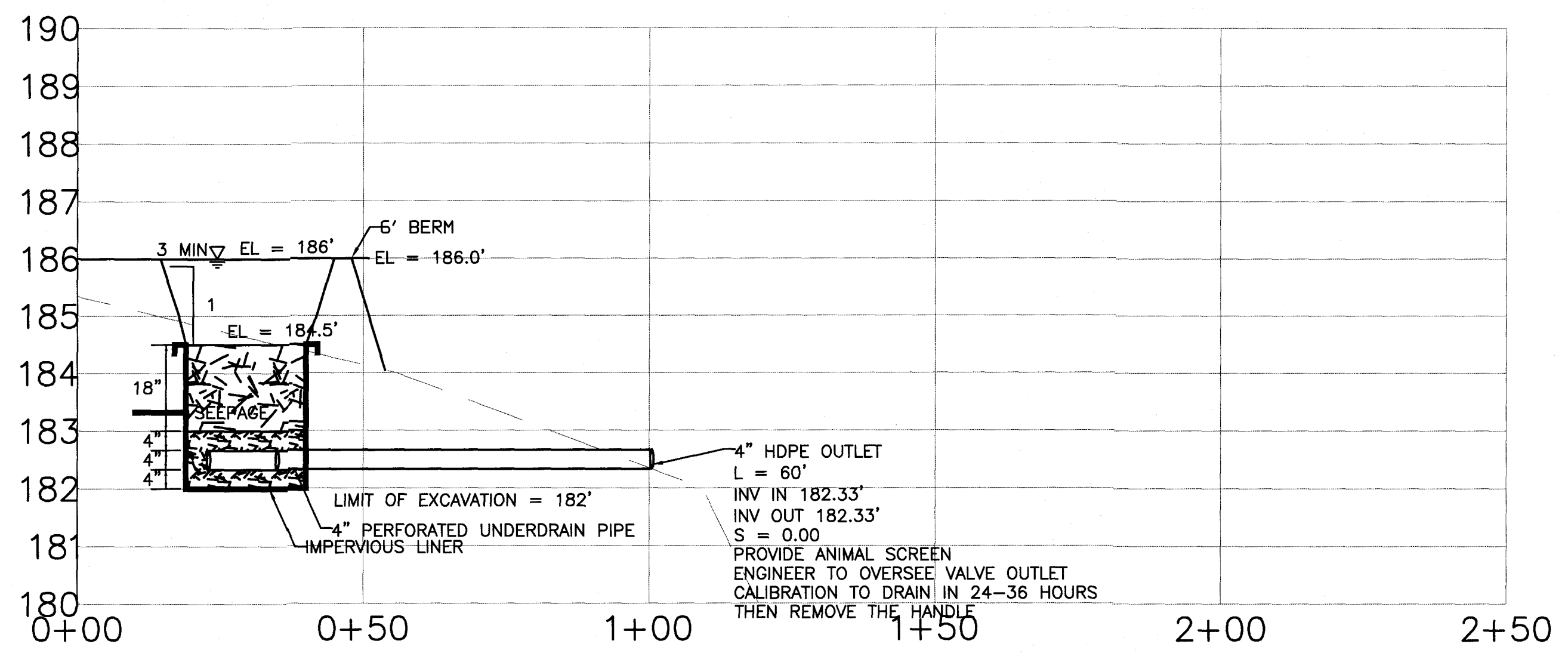
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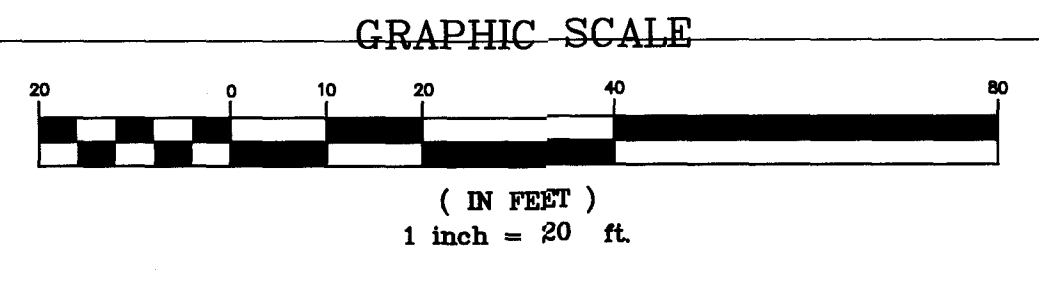
USF2



USF 1



USF 2

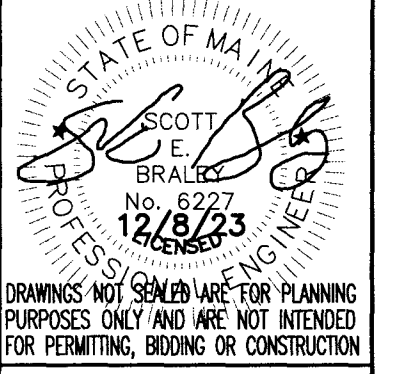


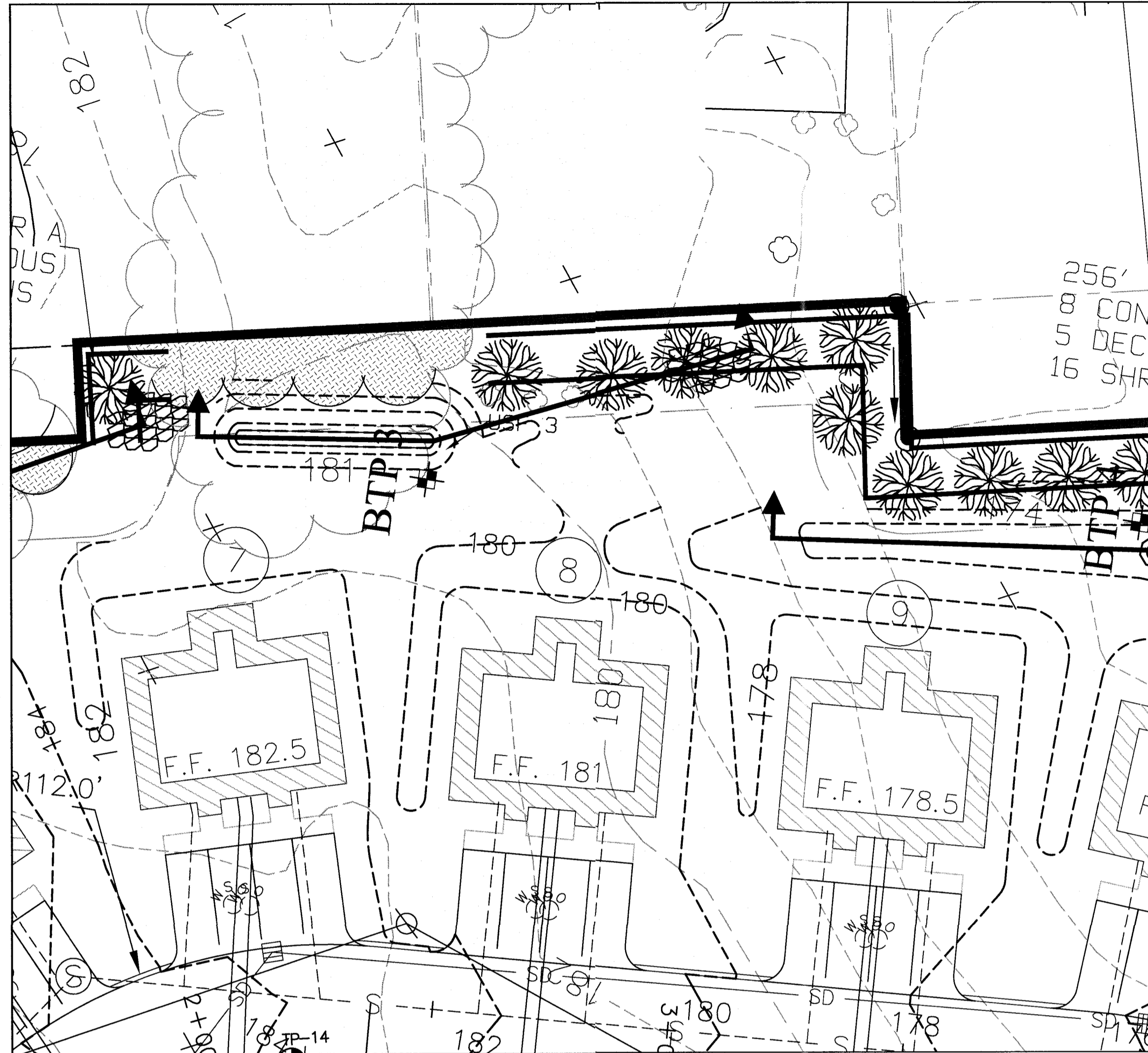
REVISIONS	
NO.	DESCRIPTION
1	RESPONSE TO CITY COMMENTS
2	RESPONSE TO CITY COMMENTS
3	PRELIMINARY REVIEW COMMENTS
4	FINAL SUBMISSION PLAN

PROJECT NAME:
THE MAINE WOODS SUBDIVISION
 LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
 SHEET NAME:
USF PLAN & PROFILE

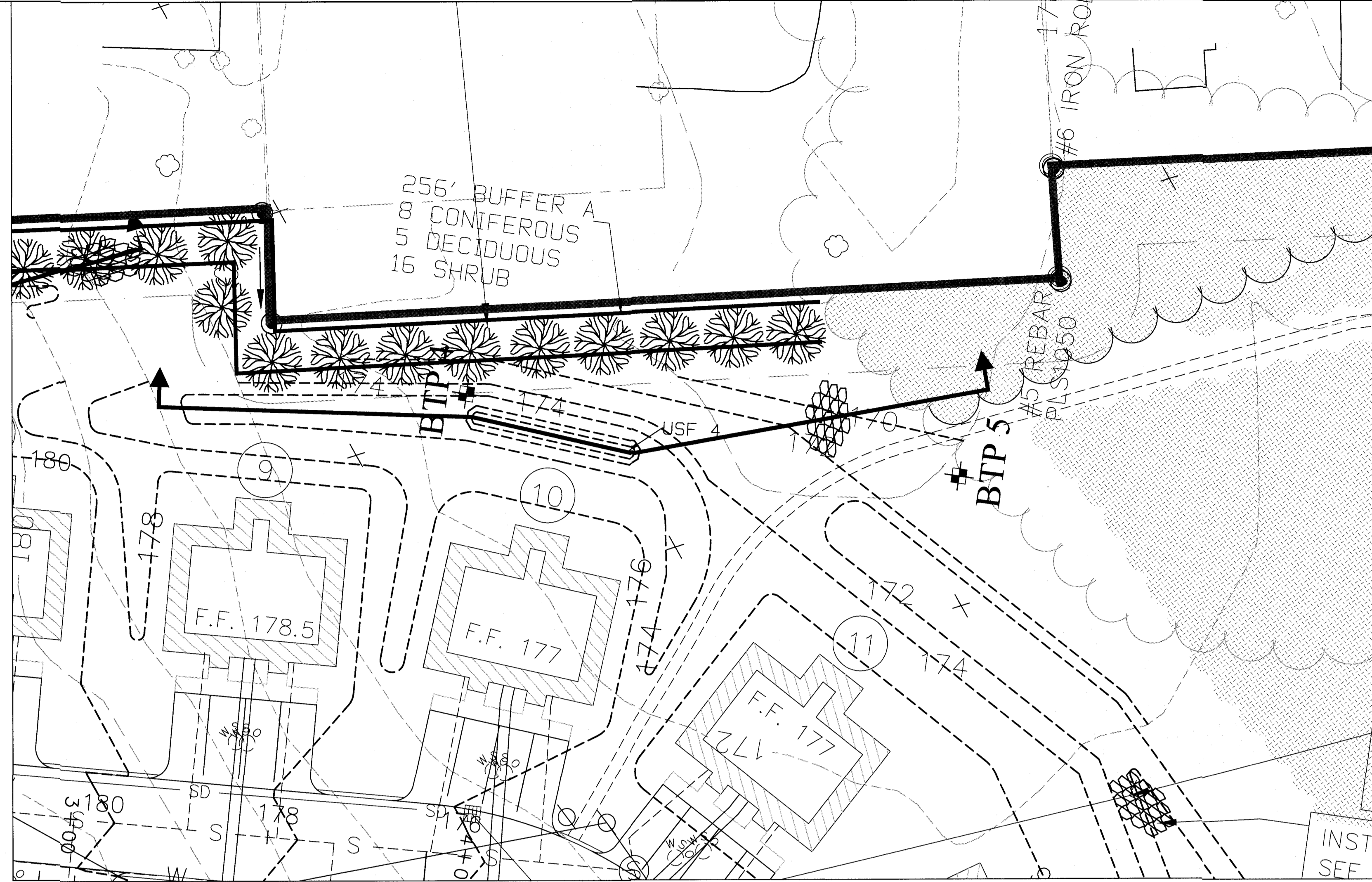
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 REVISION: N/A
 SCALE: AS SHOWN
 DATE ISSUED: 12/8/23
 DESIGNED: SEB
 DRAWN: AAK
 CHECKED: SEB
 APPROVED: SEB
 PLAN DATE: 12/8/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 1411 ESSEX ST.
 BANGOR, ME 04401

Plymouth Engineering, Inc.
 8 Main St., Suite C
 Newport, Maine 04853
 Tel: (207) 257-2071 Fax: (207) 257-2130
 info@plymouthengineering.com
 www.plymouthengineering.com

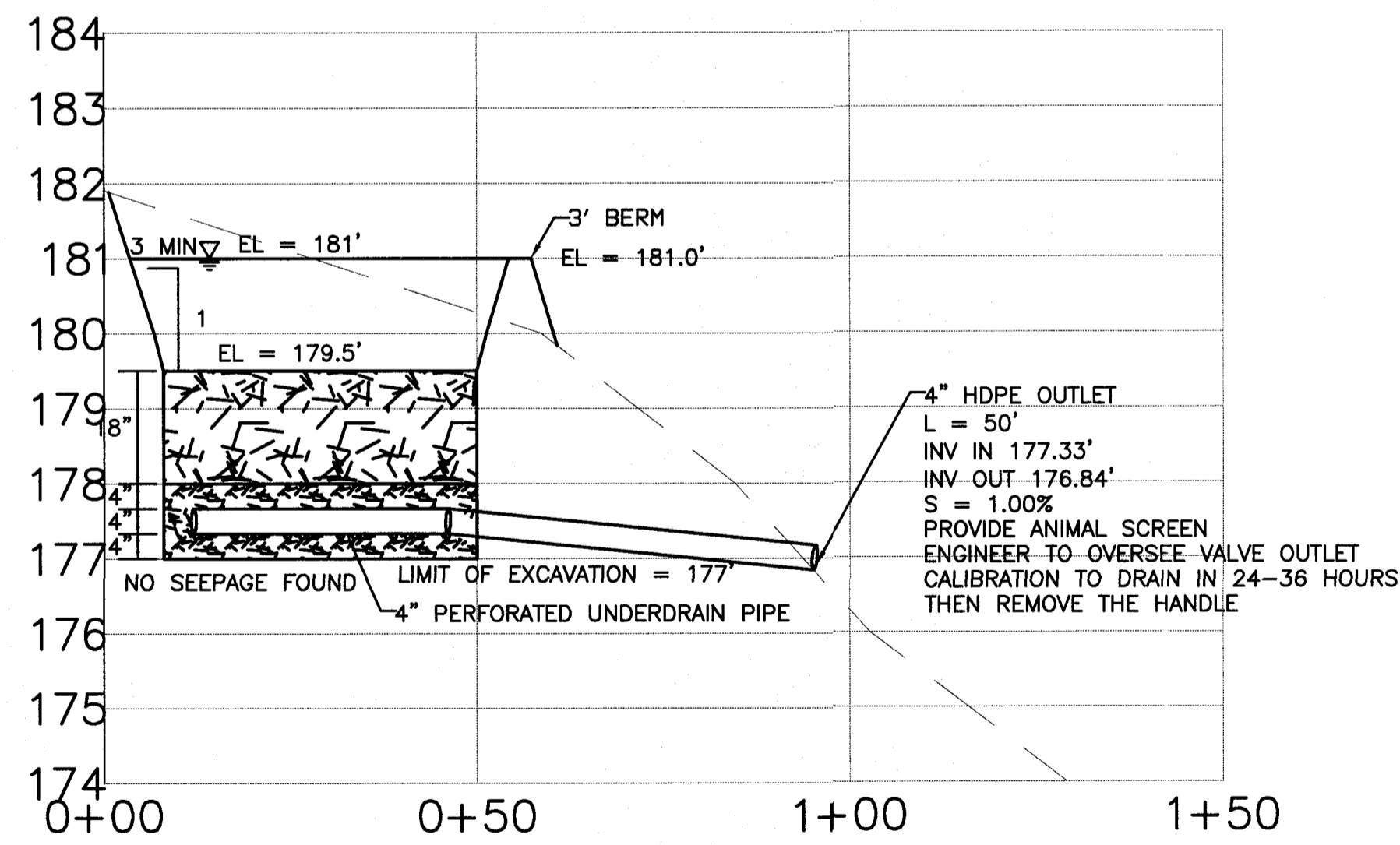




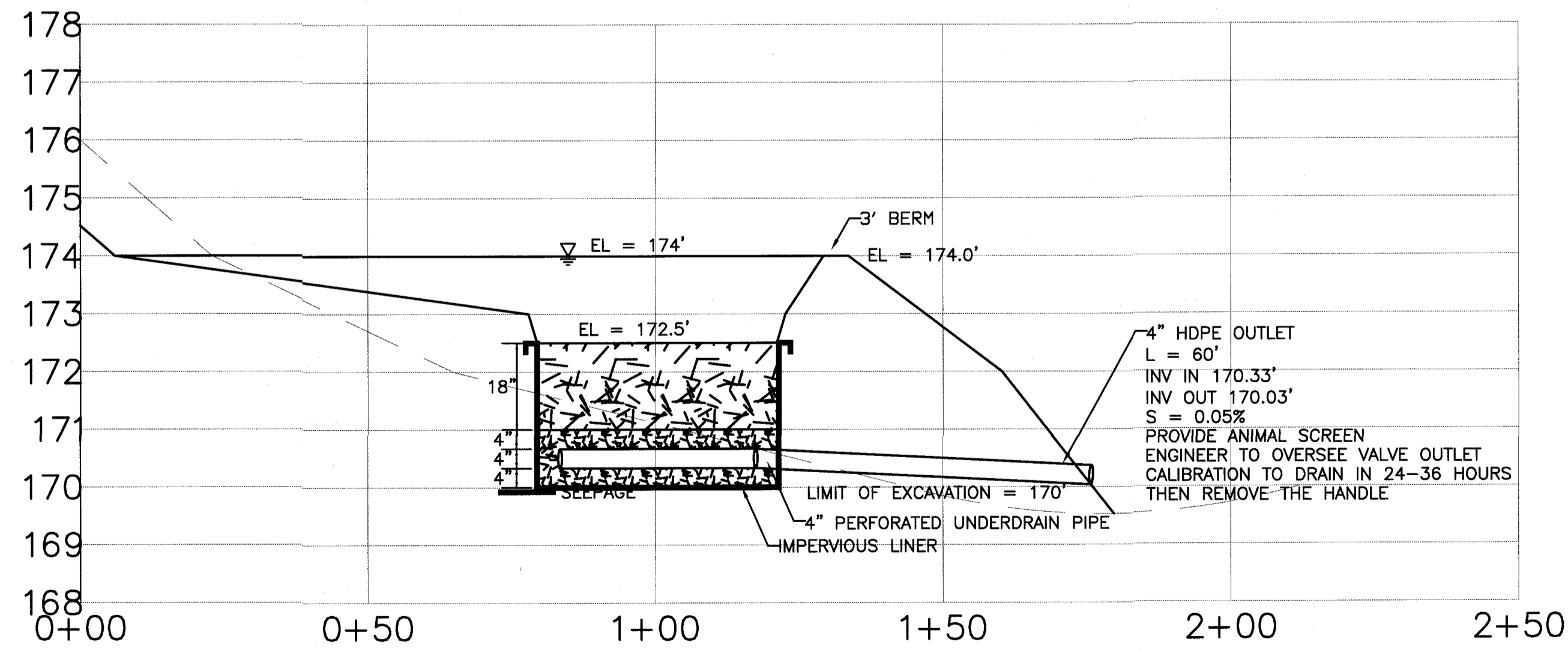
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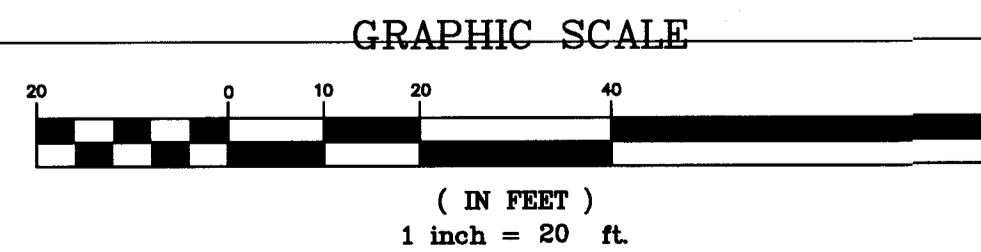
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USF 3



USF 4

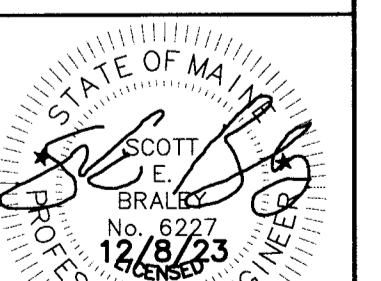


REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	11/8/23	RESPONSE TO CITY COMMENTS	SEB
2	11/16/23	RESPONSE TO CITY COMMENTS	SEB
3	12/8/23	PRELIMINARY REVIEW COMMENTS	SEB
4	12/8/23	FINAL SUBDIVISION PLAN	AST

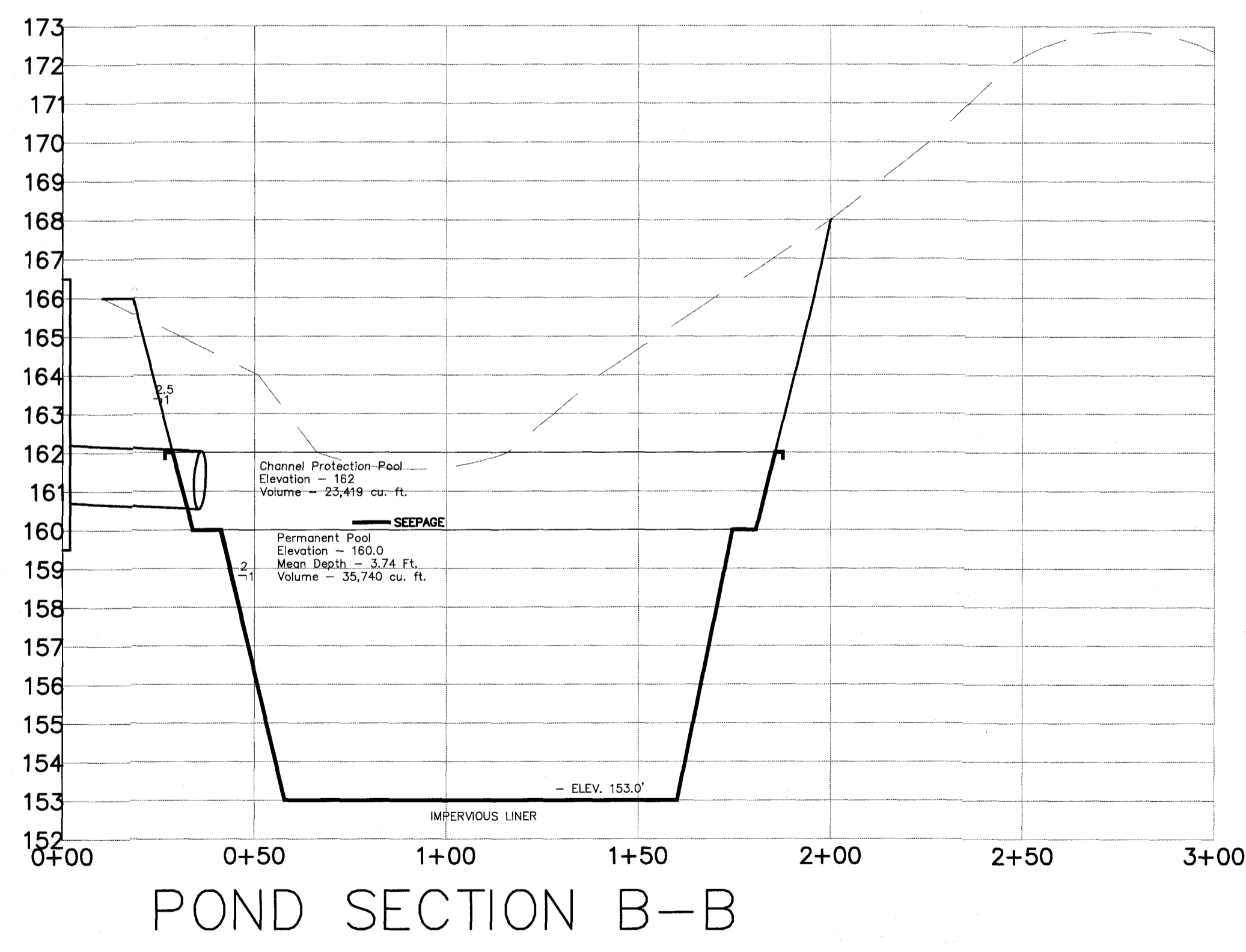
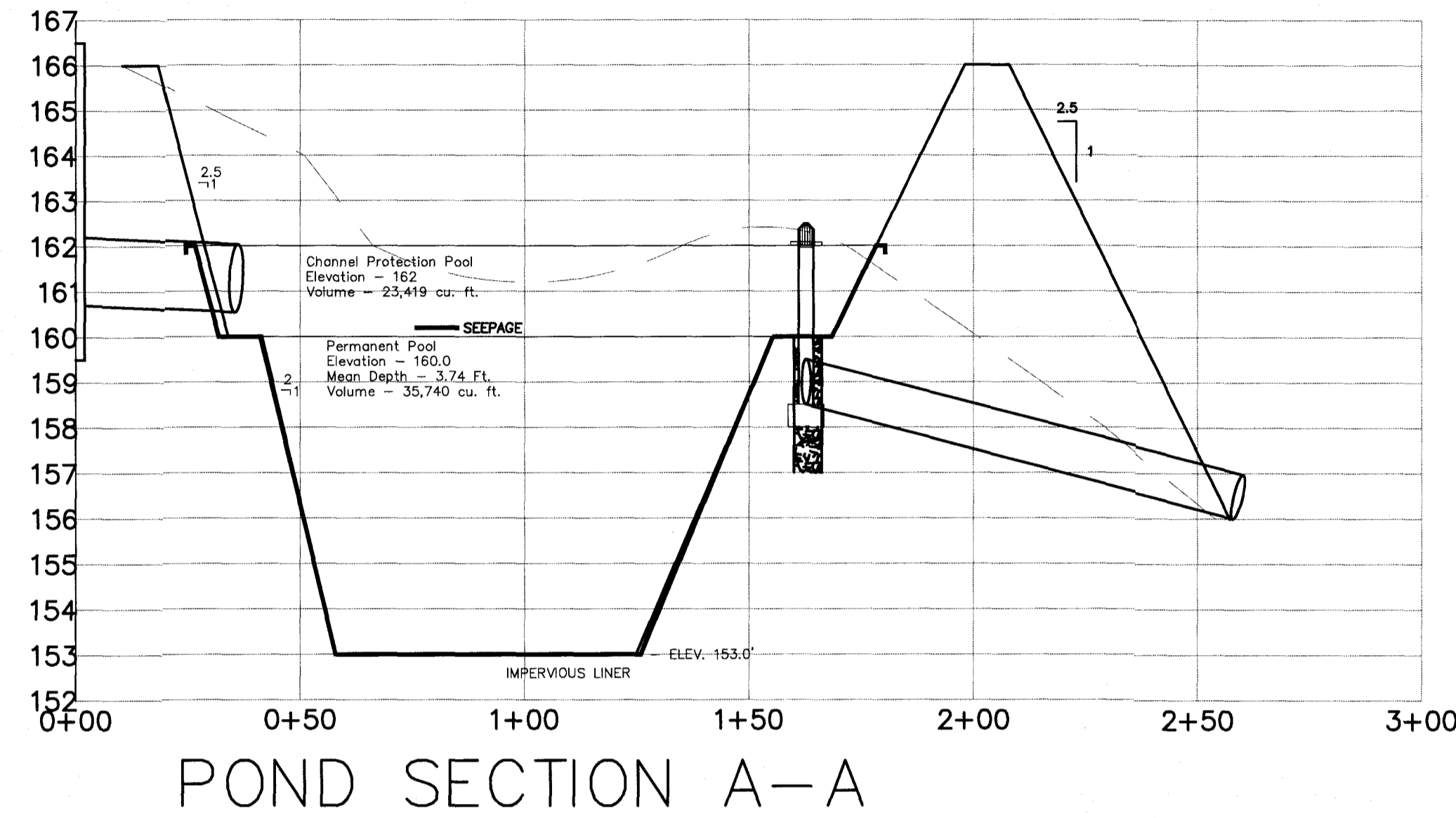
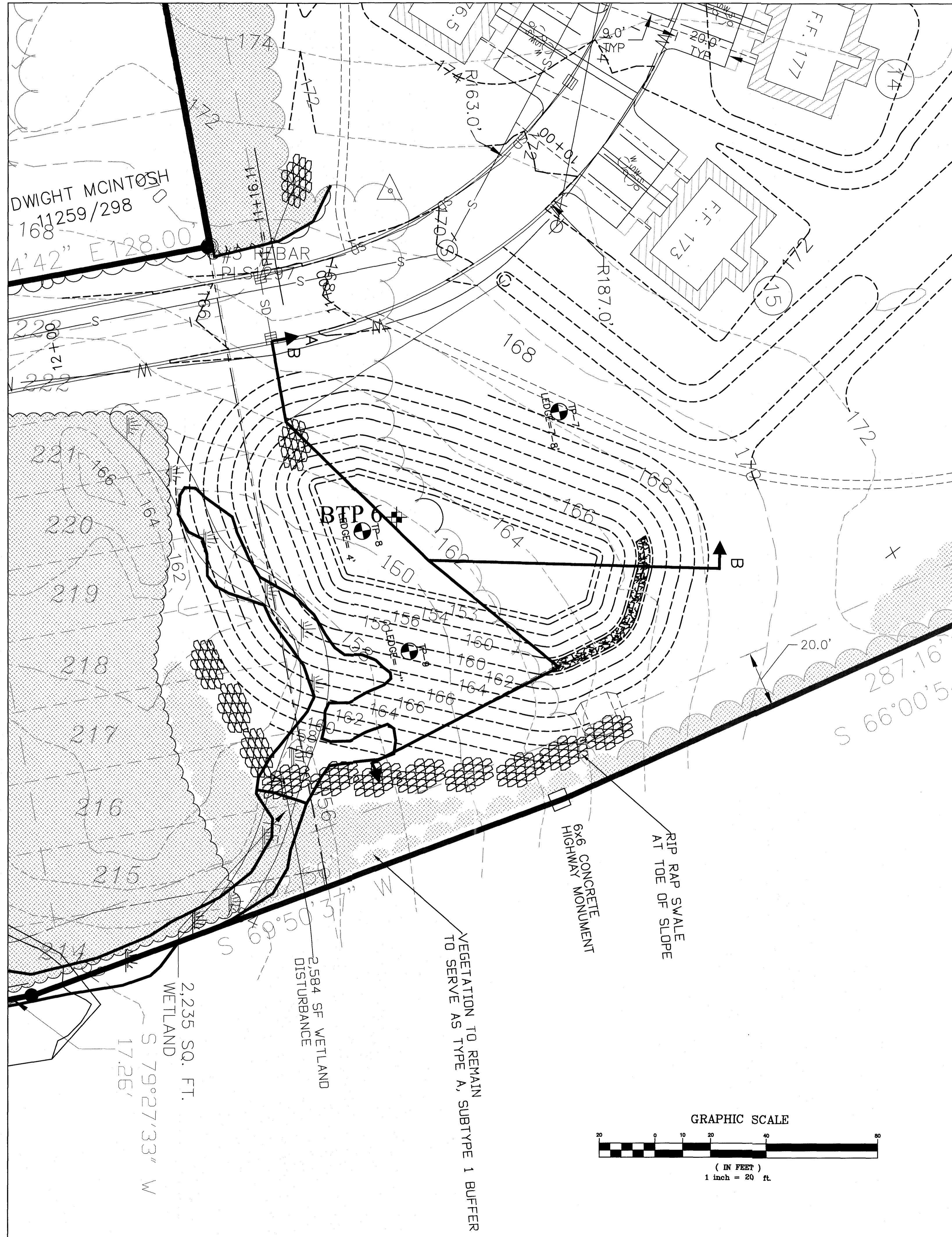
PROJECT NAME:
THE MAINE WOODS SUBDIVISION
 LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
 SHEET NAME:
USF PLAN & PROFILE

PROJECT NO. 22083
 DRAWING NO. 22083 BASE.DWG
 FIELDBOOK: N/A
 SCALE: AS SHOWN
 DATE ISSUED: 12/8/23
 DESIGNED: SEB
 DRAWN: AMK
 CHECKED: SEB
 APPROVED: SEB
 PLAN DATE: 12/8/23
 RECORD NUMBER:
 TEAM PROPERTIES, LLC
 1411 ESSEX ST
 BANGOR, ME 04401

Plymouth Engineering, Inc.
 8 Main St., Suite C
 Newport, Maine 04860
 Tel: (207) 257-2072 Fax: (207) 257-2190
 www.plymouthengineering.com



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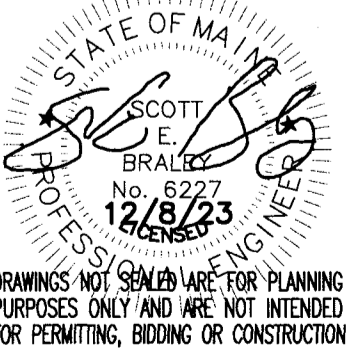


REVISIONS	
NO.	DATE
1	11/18/23
2	11/16/23
3	12/19/23
4	12/19/23

PROJECT NAME: THE MAINE WOODS SUBDIVISION
 PROJECT NO.: 22083
 DRAWING NO.: 22083 BASE.DWG
 FIELDBOOK: N/A
 SCALE: AS SHOWN
 DATE ISSUED: 12/8/23
 RECORD OWNER: TEAM PROPERTIES, LLC
 BANGOR, ME 04401

DESIGNED: SEB
 DRAWN: AAK
 CHECKED: SEB
 APPROVED: SEB
 PLAN DATE: 12/8/23

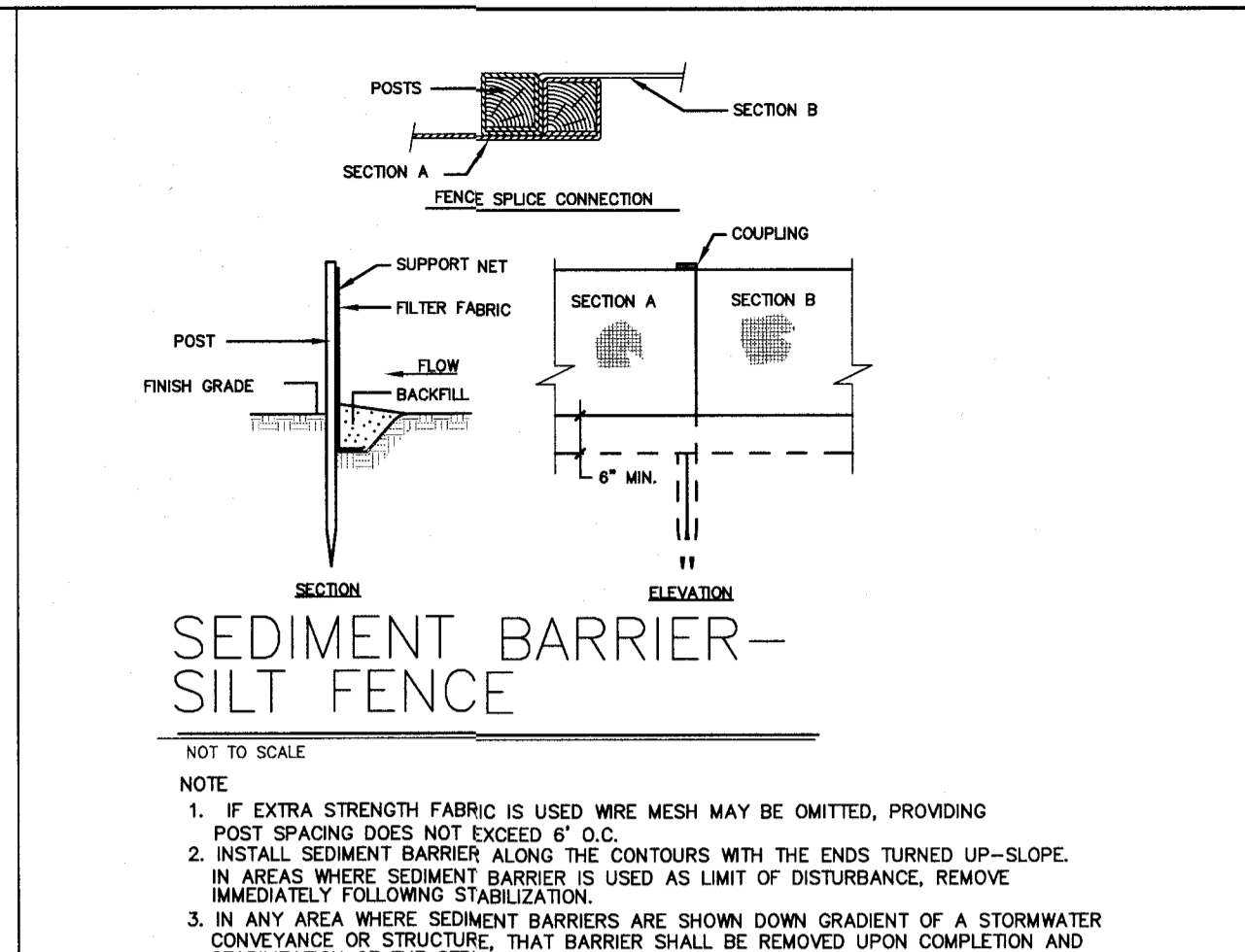
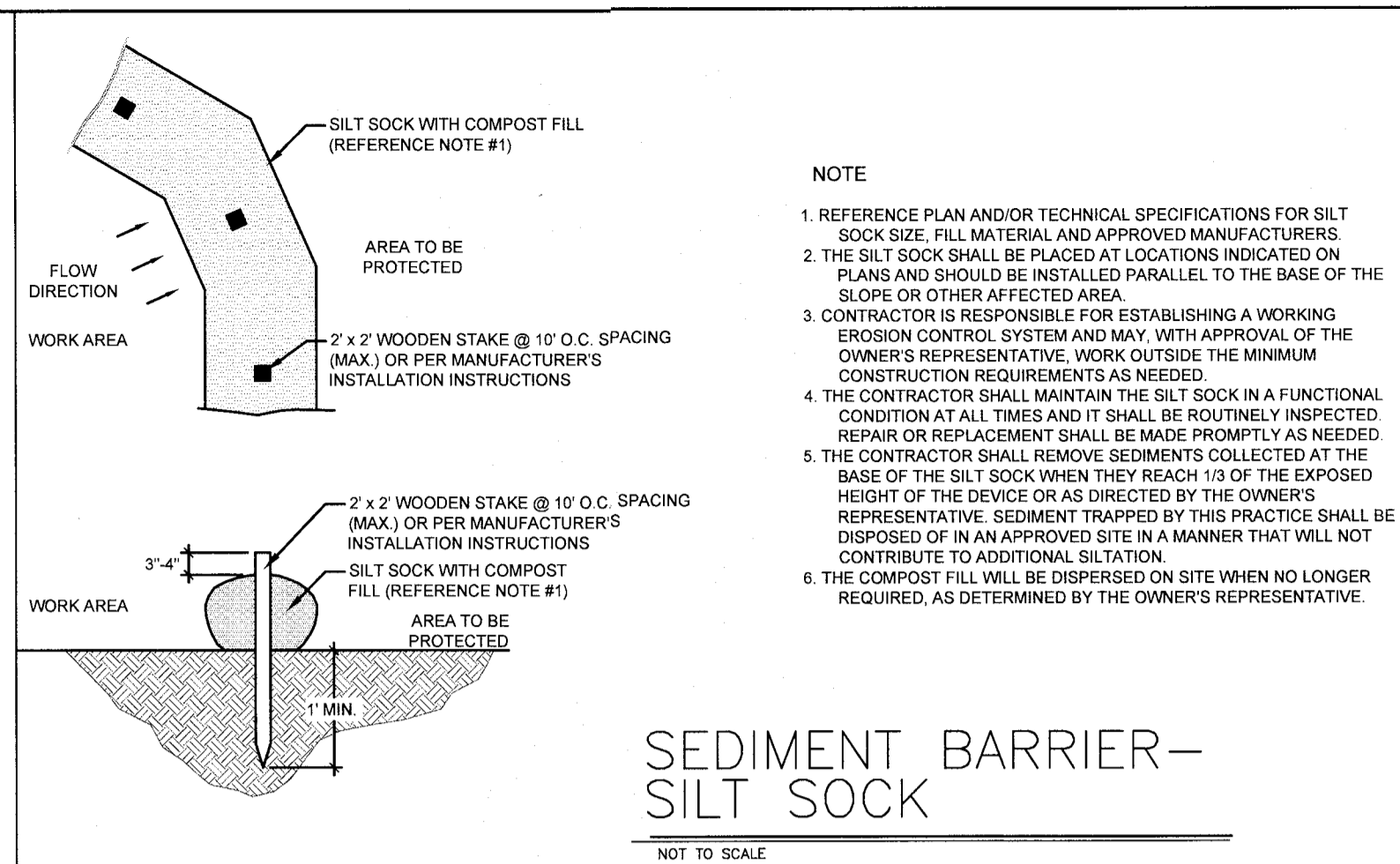
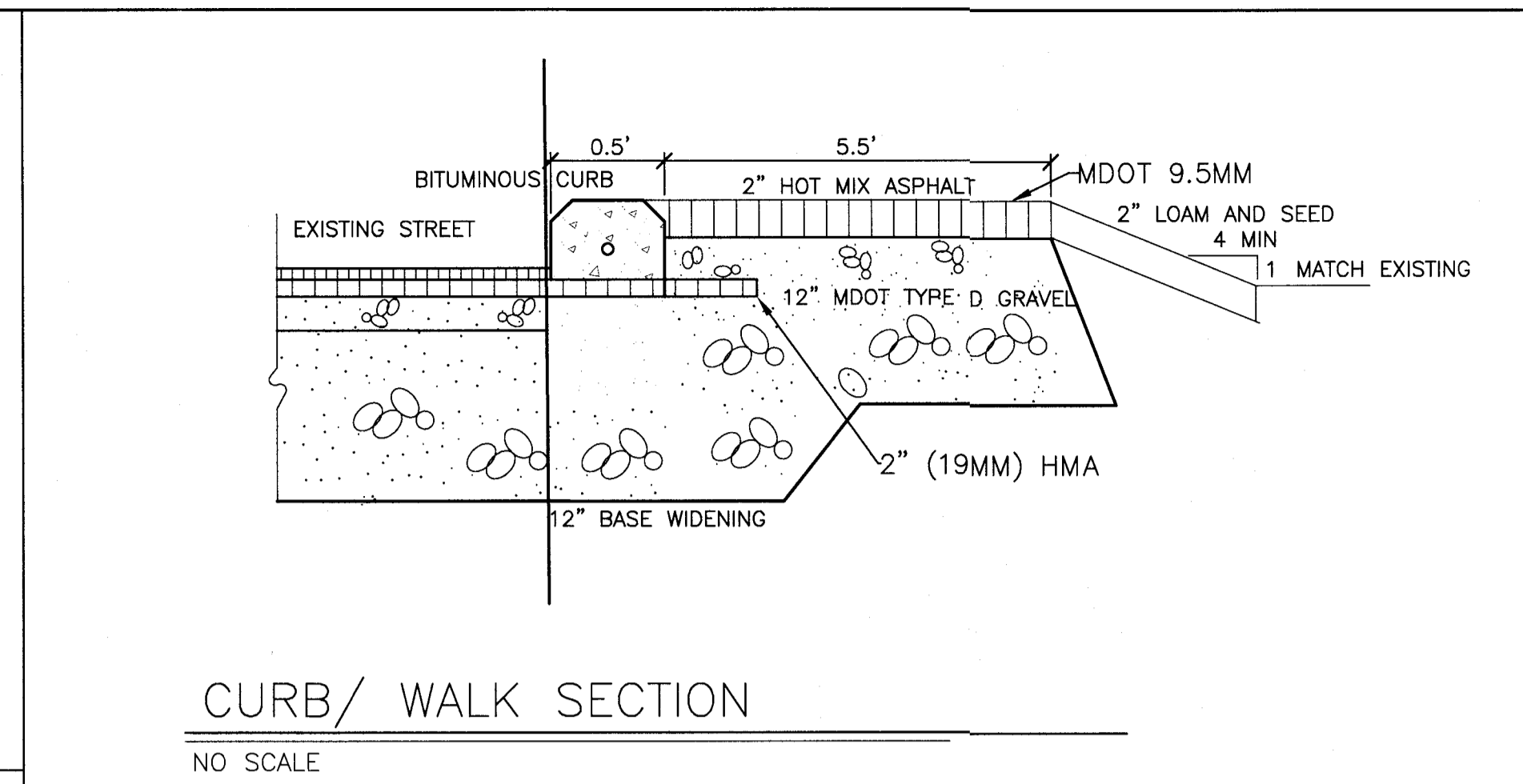
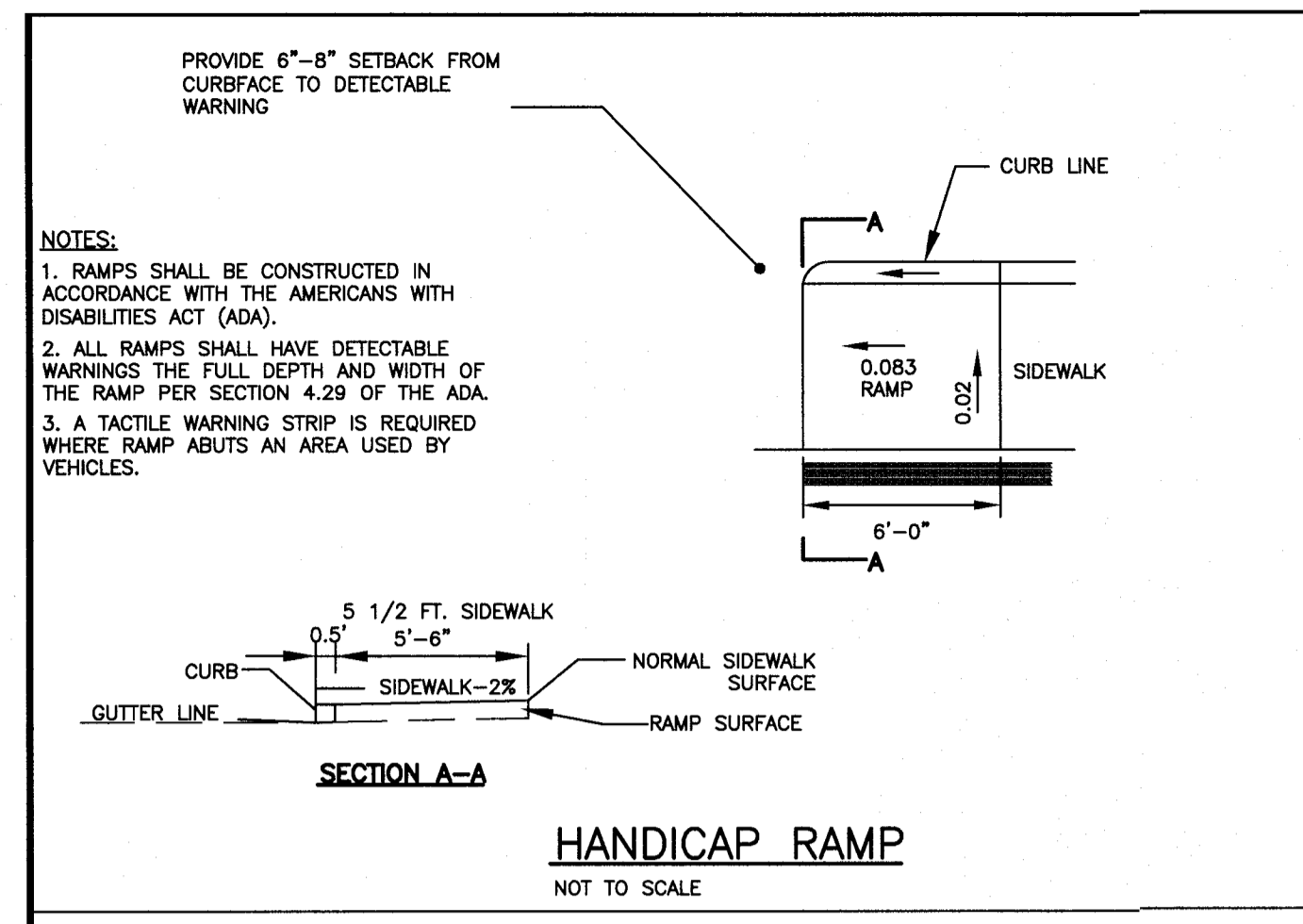
Plymouth Engineering, Inc.
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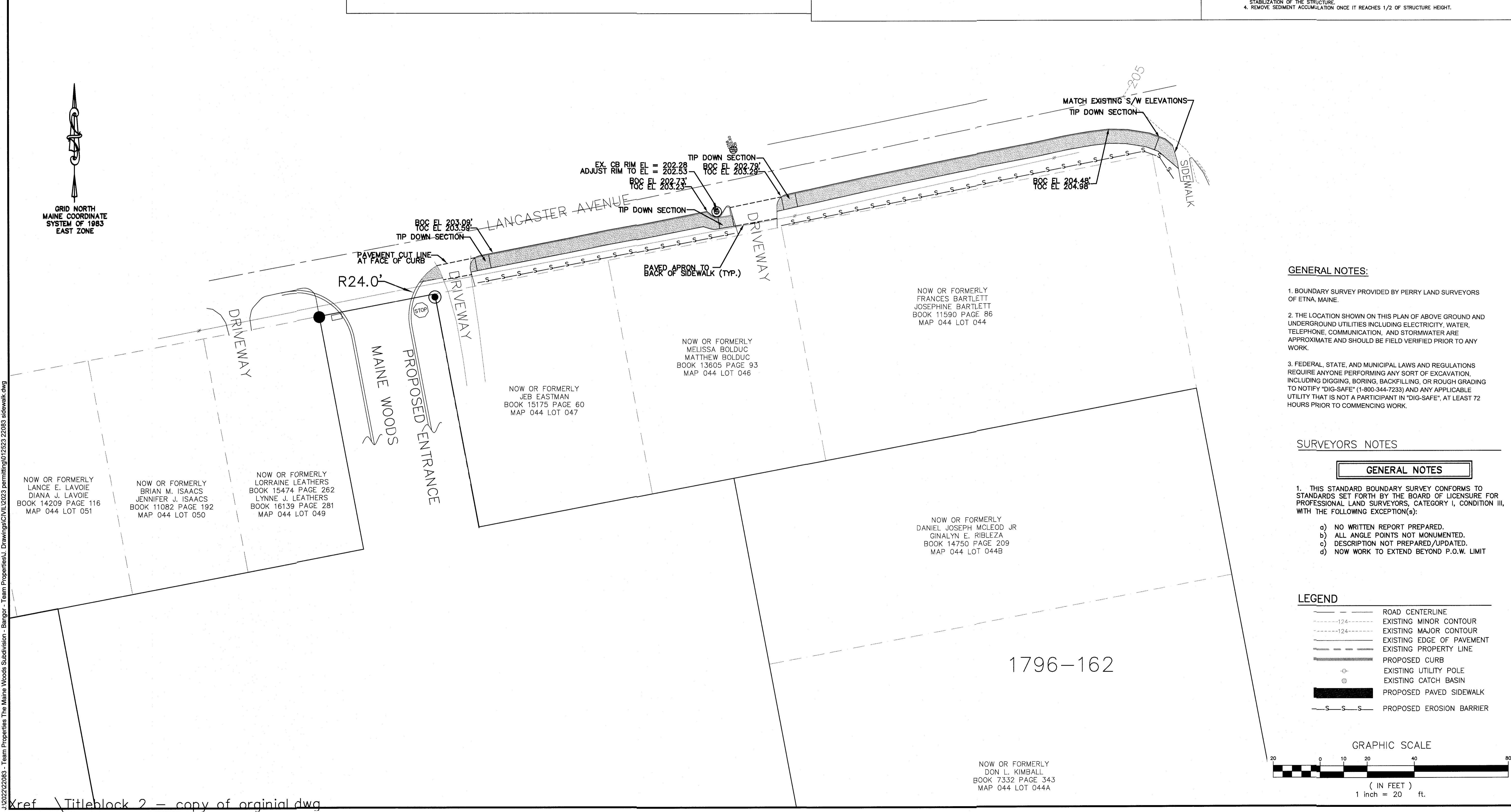
DRAWINGS NOT TO BE USED FOR PLANNING PURPOSES ONLY AND ARE NOT INTENDED FOR PERMITTING, BIDDING OR CONSTRUCTION

SHEET 15 OF 17

C14



NO.	DATE	DESCRIPTION	BY	CHKD	APPD.
1	11/18/23	RESPONSE TO CITY COMMENTS	SEB	SEB	SEB
2	11/16/23	RESPONSE TO CITY COMMENTS	SEB	SEB	SEB
3	12/9/23	PRELIMINARY REVIEW COMMENTS	SEB	SEB	SEB
4	12/9/23	FINAL SUPERVISION PLAN	SEB	SEB	SEB



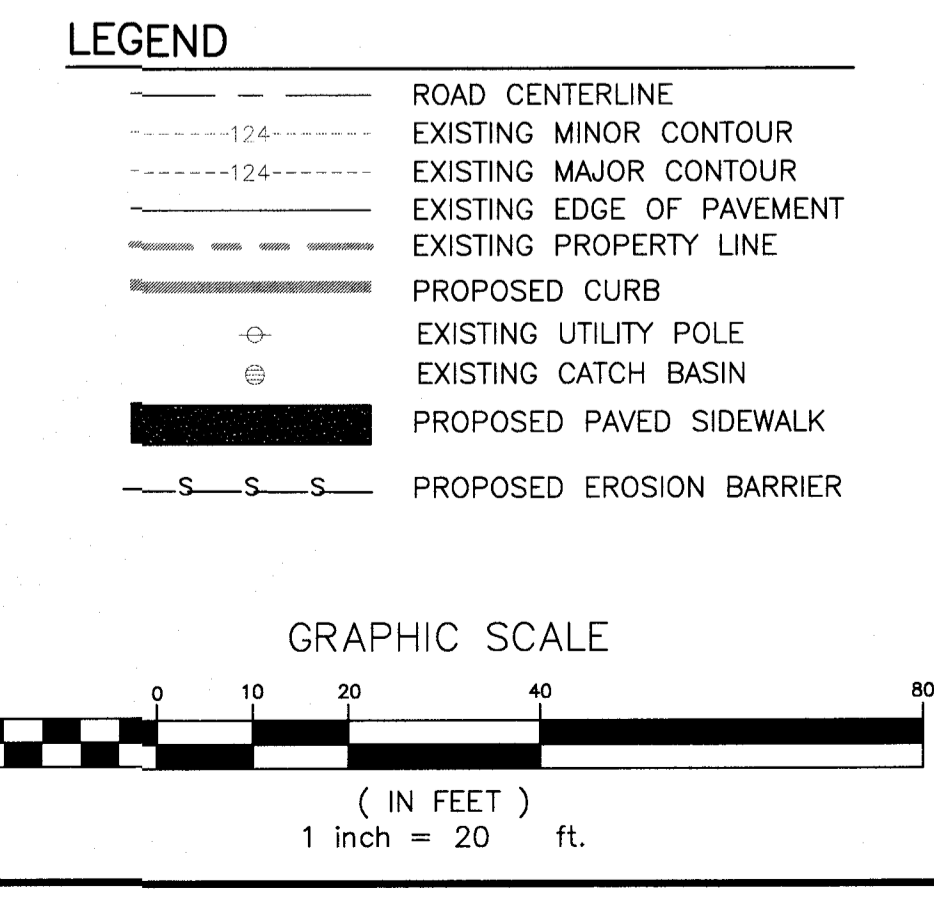
GENERAL NOTES:

- BOUNDARY SURVEY PROVIDED BY PERRY LAND SURVEYORS OF ETNA, MAINE.
- THE LOCATION SHOWN ON THIS PLAN OF ABOVE GROUND AND UNDERGROUND UTILITIES INCLUDING ELECTRICITY, WATER, TELEPHONE, COMMUNICATION, AND STORMWATER ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO ANY WORK.
- FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS REQUIRE ANYONE PERFORMING ANY SORT OF EXCAVATION, INCLUDING DIGGING, BORING, BACKFILLING, OR ROUGH GRADING, TO NOTIFY "DIG-SAFE" (1-800-344-7233) AND ANY APPLICABLE UTILITY THAT IS NOT A PARTICIPANT IN "DIG-SAFE", AT LEAST 72 HOURS PRIOR TO COMMENCING WORK.

SURVEYORS NOTES

GENERAL NOTES

- THIS STANDARD BOUNDARY SURVEY CONFORMS TO STANDARDS SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, CATEGORY I, CONDITION III, WITH THE FOLLOWING EXCEPTION(S):
 - NO WRITTEN REPORT PREPARED.
 - ALL ANGLE POINTS NOT MONUMENTED.
 - DESCRIPTION NOT PREPARED/UPDATED.
 - NOW WORK TO EXTEND BEYOND P.O.W. LIMIT



THE MAINE WOODS SUBDIVISION
LANCASTER AVE., BANGOR, PENOBSCOT COUNTY MAINE
SHEET NAME: SIDEWALK PLAN

PROJECT NO: 22083
DRAWING NO: 22083 BASE/DWG
FIELDBOOK: N/A
SCALE: AS SHOWN
DATE ISSUED: 12/9/23

DESIGNED: SEB
DRAWN: AAK
CHECKED: SEB
APPROVED: SEB
PLAN DATE: 12/9/23
RECORD OWNER: TEAM PROPERTIES, LLC BANGOR, ME 04401

Plymouth Engineering, Inc.
8 Main St., Suite C
Newport, Maine 04903
Tel: (207) 257-2071 Fax: (207) 257-2180
info@plymouthengineering.com www.plymouthengineering.com

STATE OF MAINE
DON L. KIMBALL
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 8073
EXPIRES 12/31/25

DRRAWINGS NOT TO BE USED FOR PLANNING PURPOSES ONLY AND ARE NOT INTENDED FOR PERMITTING, BIDDING OR CONSTRUCTION

SHEET 17 OF 177
C15

Dec 06, 2023 - 10:05am
J:\2022\22083 - Team Properties The Maine Woods Subdivision - Bangor - Team Properties\DWG\2023\22083 sidewalk.dwg

Xref \Titleblock 2 - copy of orginal.dwg

NOTES

RECEIPT

DATE 12-11-2023 NO. **018949**

RECEIVED FROM Team Properties LLC

ADDRESS 1411 Essex Street

Bangor, Maine 04401 \$ 535.00

FOR processing fees for Lancaster Avenue

ACCOUNT		HOW PAID		
AMT. OF ACCOUNT		CASH		
AMT. PAID		CHECK	10733	✓
BALANCE DUE		MONEY ORDER		

BY Joan Magallon

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Receipt for final (major) subdivision application for Maine Woods

E. Procedures for filing for final approval of a major subdivision,

- (1) Application. The subdivider seeking approval of a final plat of a major subdivision shall, at least 20 days prior to the Planning Board meeting at which consideration is desired and within 12 months of preliminary plan approval by the Planning Board, file an application for major subdivision final plat approval with the Staff Coordinator. Such final plans should conform substantially to the plans which received preliminary plan approval by the Planning Board. The application shall include the submission of prints consistent with the requirements of § 165-112, and at least two reproducible copies of the final lotting plan meeting the recording requirements of the Penobscot County Registry of Deeds.

A completed copy of the City of Bangor Land Development Permit Application is attached at the beginning of this submittal for the final subdivision approval.

- (2) Staff review. The Planning Officer shall review the application for compliance with the provisions of this chapter and shall, within 10 days, either place the application on the agenda for the next Planning Board meeting or notify the subdivider, in writing, of the deficiencies in the application and recommend modifications. The subdivider may then either amend the application in accordance with the recommendations of the Planning Officer or request Planning Board review thereon without amendment at the next regularly scheduled Planning Board meeting.
- (3) Preparation. The final plat of a major subdivision shall be prepared or approved by a registered land surveyor or a registered professional engineer, shall contain a signature block, and shall bear the stamp of such a registered person.

Enclosed

- (4) Contents. The final plat for a major subdivision shall contain the following information:
See attached plans.

- (a) The date; the names of the owner, subdivider and subdivision; an arrow showing true North; the total acreage of the subdivision; and the scale, not less than 100 feet to the inch.
- (b) The boundary lines and the individual lot lines with dimensions and a tie to some existing known mark approved by the City Engineer.
- (c) The location of all existing and proposed monuments and pins.
- (d) The relation of the subdivision to the existing street system.
- (e) All lands reserved for open space, public as well as private, or for future access.
- (f) The location of abutting properties and the names of the abutting property owners.
- (g) The location and use of all existing or proposed easements within the subdivision.
- (h) Final engineering design of all proposed streets, sewers, storm drainage and water mains.
- (i) The location and identification of specimen trees which shall be preserved as part of the development of the subdivision.

- F. Review by City Engineer. Before approval of the final subdivision plan by the Planning Board, a review of such plat shall be made by the Engineering Department for compliance with health, sanitation and engineering standards, and in no case shall a final plat of a major subdivision be approved by the Planning Board without a written report from the City Engineer.

The City Engineer has reviewed the application and plans following the preliminary approval of the proposed subdivision. He notified the City Planner prior to this meeting.

- G. Major subdivision final plat approval standards. When reviewing a major subdivision final plat, the Planning Board shall determine that:

See attached plans.

- (1) The final plat contains the information required in Subsection **E(4)(a)** through **(g)** above.
- (2) The final plat contains all changes or modifications required by the Planning Board.
- (3) The Final Plat has been reviewed, in writing, by the City Engineer as required in Subsection **F** above.
- (4) The final plat meets the standards for preliminary plat approval as contained in Subsection **C(1)** through **(14)** above.
- (5) The final subdivision plat has not been substantively changed from the preliminary subdivision plat.

H. Dedications.

There is no public open space dedication being proposed for the development of this subdivision. The open space within the development will be for the use of the residents in the development.

- (1) All applications for final plat approval shall include deeds and descriptions for all proposed public rights-of-way, utility easements and any other public area dedications transferring title to such areas and easements to the City of Bangor without compensation.
- (2) Reservations for parks, open space or school site use shall equal 5% of the gross acreage of the subdivision unless otherwise specified by this chapter. The location of such acreage within the subdivision shall be determined by the Planning Board, based on the Comprehensive Plan, and adopted open space plan.

Open space provision for 5% of overall parcel is being satisfied by the area of the lot not being developed at this time.

- (3) The means to provide for open space shall include land dedicated to the City of Bangor, land protected from development by conservation easement, land held and protected by a homeowners' association, land or easements held by a land trust or other legally established body engaged in land preservation, or private ownership which ensures the land's protected state in perpetuity.

The project is proposing a walking trail to meet the open space requirement. That area will be held by the Homeowner's Association.

- (4) Provisions for ownership and maintenance of open space or recreation areas. If land is to be set aside under the provisions of this section, the subdivider shall make provisions for the permanent ownership, protection and maintenance of such land. The means for ensuring the open space will be available in perpetuity shall be:
 - (a) Retain ownership and responsibility for maintenance of such land; or
 - (b) Dedicate such land to public use if the City or another public agency has indicated it will accept such dedication. If the subdivider proposed that the City or other body accept the land, the subdivider must provide evidence of acceptance by such body; or
 - (c) Provide for one or more organizations for ownership and maintenance of such land. Such organization may be either a corporation, community open space trust, or land trust. Such organization shall be responsible for maintenance of common open spaces and property. It shall also be responsible for applicable insurance and taxes on common open space and property; or
 - (d) Provide for and establish one or more organizations for ownership and maintenance of such land. Such organization shall be either a nonprofit homeowners' corporation or a community open space trust. If such organization is formed, it shall be formed and operated in accordance with the following rules:

The development will be sold as individual units. The Homeowner's documents will be submitted as part of the final application.

- [1] The organization shall be formed by the developer and be operating, with financial subsidization by the developer if necessary, before the sales or lease of any lots or units within the development.
 - [2] The organization shall be responsible for maintenance of common open spaces and property. It shall also be responsible for applicable insurance and taxes on common open space and property.
- (5) In cases where it is deemed not in the City's best interest to create such space within the subdivision, the Planning Board may accept a sum of money equal to the fair market value of the required open space acreage prior to development of the site to be placed in reserve for future land acquisition for public sites in such an area in lieu of land dedication. In the case of cluster development, cash in lieu is not applicable. The payment of such set-aside sum must accompany the necessary instruments of dedication required under this section, and must be submitted to the City within 120 days of final plan approval.
- I. Action by the Planning Board. The Planning Board shall determine whether the major subdivision final plat shall be approved or disapproved. Approval requires a majority of affirmative votes of the Planning Board members (i.e., four votes). If approved, those members of the Planning Board voting in favor of approval shall affix their signatures to the two reproducible copies of the final plat and return one to the subdivider for filing at the Registry of Deeds. If disapproved, the Planning Officer shall notify the subdivider, in writing, of the reasons for such disapproval and shall return the reproducible copies of the final plat to the subdivider.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE MAINE WOODS PLANNED UNIT DEVELOPMENT**

This Declaration of Covenants, Conditions and Restrictions (**the "Declaration"**) is made on the date set forth below by **TEAM PROPERTIES, LLC**, a Maine limited liability company, (**the "Developer"**) as to certain real property in the City of Bangor, Penobscot County, Maine described in Exhibit A hereto (**the "Property"**):

RECITALS

WHEREAS, Developer is the owner in fee simple of the Property, depicted on a Plat entitled The Maine Woods Subdivision recorded on October 17, 2022 in the Penobscot County Registry of Deeds as Map File 2022-82 (**the "Plat"**), a reduced copy of which is attached hereto as Exhibit B;

WHEREAS, The Maine Woods (**the "Development"**) is a residential subdivision consisting of 60 residential Units (defined below) to be located on the Property, is approved by the City of Bangor as set forth the Plat;

WHEREAS, pursuant to such approvals, Developer intends to construct thirty (30) residential duplexes (each with two Units) depicted as Buildings 1 through 30 on the Plat;

WHEREAS, each Unit shall be conveyed separately in fee simple, subject to the covenants, conditions, restrictions and other terms contained herein;

WHEREAS, The Maine Woods Association is a Maine non-profit corporation (**the "Association"**) that has been [or will be] formed by the Developer, whose members initially shall be the Developer and the Owners (defined below) of all of the residential Units in the Development, and ultimately shall be all the Owners of Units in the Development;

WHEREAS, the Association is or will be the record owner of the Common Area of the Development, including any portion thereof used for utility purposes, as well as recreational, landscaping, drainage and open space purposes;

WHEREAS, the Developer makes this Declaration to protect the value, attractiveness and desirability of the Property and Units;

NOW THEREFORE, Developer declares that all of the Property shall be held, sold, and conveyed subject to the following restrictions, easements, covenants, conditions, and agreements, which shall constitute covenants running with the land and shall be binding on and inure to the benefit of all parties having any right, title, or interest in the Property or any part of the Property and on their heirs, successors, representatives and assigns. Furthermore, each Unit owner, by accepting title to a Unit, agrees to be bound by this Declaration, whether or not expressly provided in the deed. Wherever used in this

Declaration, the terms "Unit Owner" or "Owner" shall mean the record owner or owners of the fee simple title to a Unit on the Property, whether or not construction of the residence on the Unit has been commenced or completed, but shall not include mortgage holders or others who hold title for the purpose of securing an obligation.

ARTICLE I **DEFINITIONS**

§1.1. **Association** means The Maine Woods Association, a Maine nonprofit corporation formed or to be formed for the purpose of managing the **Development**, holding fee title or easements to the **Common Areas**, and enforcing the covenants, conditions, restrictions and other terms set forth herein. During the **Development Phase**, the **Developer** shall maintain a majority vote in the affairs of the **Association**, giving it effective control of the affairs of the **Association**. As described in detail hereinbelow, the **Development Phase** will end in seven years, or thirty days after the sale of the last Unit to be constructed by Developer, whichever occurs first.

§1.2. **Common Area(s)** means all of the Property other than the Units and the footprint of land occupied by each Unit and any ground-floor decks or patios attached thereto. The Common Area will be owned by the Association for the mutual benefit and enjoyment of the Owners.

§1.3. **Development Phase** means that period of time during which the Developer is constructing, marketing and selling Units, ending the earlier of 30 days after the sale by Developer of the last Unit to be constructed (as determined by the Developer in its sole discretion), or seven years from the date hereof.

§1.4. **The Maine Woods** means the property described above as being subject to this Declaration, as the same may be expanded or contracted by any future amendments to this Declaration. The Maine Woods consists of the Units and Common Areas.

§1.5. **Unit** means one residential living unit, located in one of the residential buildings depicted on the Plat. It is anticipated that each of such buildings shall contain two Units, sharing a Common Wall. Each Unit, and the footprint of land upon which such Unit is located, shall be owned separately by the Unit Owner. All other areas in the Development shall, no later than the end of the **Development Phase**, be owned by the Association and held, to the extent provided herein, as Common Areas.

§1.6. Other terms are defined throughout this Declaration.

ARTICLE II **APPLICABILITY AND ENFORCEMENT OF RESTRICTIONS**

§2.1. Restrictions Apply as if Set Forth in Deed. Each Unit Owner in The Maine Woods Planned Unit Development, by acceptance of a deed of conveyance (whether or not such deed references this Declaration or the Plat), accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdictional rights and powers of

the Developer and the Association, created or reserved by this Declaration or by the Plat, and these restrictions and all easements, rights, benefits, privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every Unit Owner as though the provisions of this Declaration were recited and stipulated in full in each and every deed of conveyance.

§2.2. Duration of Restrictions. This Declaration shall run with the title of the Property, and with every Unit of the Property, and shall inure to the benefit of and be enforceable by the Developer during the Development Phase, and by Association and Unit Owners for a term of thirty (30) years from the date of this Declaration, after which time the restrictions shall automatically continue for successive periods of ten (10) years each unless and until an instrument signed by the then Unit Owners of at least two-thirds (2/3rd) of the Units agreeing to terminate this Declaration has been recorded.

§2.3. Enforcement of Restrictions/ Attorneys fees. Any violation or attempt to violate any of the covenants, conditions or restrictions herein contained shall be actionable in the courts of the State of Maine. The Developer (during the Development Phase) and the Association (at all times) shall each have the right, independent of each other, to maintain an action at law or in equity against any person, persons or entity violating or attempting to violate any of the covenants, conditions or restrictions contained in this Declaration, as the same may be amended from time to time as provided herein, to enjoin such violation, to cause the removal of any structure in violation of the terms hereof, to recover damages for any such violation or attempted violation, or to obtain other legal or equitable relief. The prevailing party in any such action will be entitled to recover its costs and reasonable attorneys' fees incurred, including fees for appeals.

§2.4. Nonwaiver. The failure by the Developer or the Association to enforce any violation or breach of any of the provisions herein contained, no matter how frequent, shall not abrogate or invalidate any such provisions or restrictions, and shall not be deemed a waiver of the right to enforce such provision(s) at another time.

§2.5. Rule against Perpetuities. In the event that any of the covenants, conditions and restrictions contained herein shall be declared to be unlawful or void by reason of the violation of any rule against perpetuities or similar statutory or common law rule imposing time limitations therefor, then such restrictions and covenants shall continue only for and until the day preceding the maximum length of time which such conditions and restrictions may legally exist and on such date shall terminate.

§2.6. Severability. The invalidation of any of the covenants, conditions or restrictions contained herein, in whole or in part, by judgment or other court order, shall not affect, in any manner, the validity, enforceability or effect of any of the other provisions contained herein, all of which shall remain in full force and effect.

§2.7. Rules and Regulations. The Association Board of Directors shall have the authority to promulgate rules and regulations governing activities in the Common Area and the Unit for the common benefit.

ARTICLE III USE AND OCCUPANCY RESTRICTIONS

§3.1. Single Family Residential. All Units in the Development shall be used only for single family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that this restriction shall not be construed in such a manner as to prohibit an occupant of a Unit from conducting business activity within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties, and there is no noticeable increase in deliveries.

§3.2. Common Areas. Each Unit Owner, occupant, tenant, guest, visitor and invitee may use and enjoy the Common Areas in a manner consistent with the residential purposes for which they are intended, to the extent the same is done without hindering or encroaching upon the equal and similar rights of the other Unit Owners, and subject to any deeded easement rights of Unit Owners relating to parking spaces near their Units. Use of the Common Areas and further provisions relating to parking may be addressed in rules and regulations issued by the Association.

§3.3. Business and Sales. Notwithstanding any provisions to the contrary in this Declaration, it shall be expressly permissible for Developer, or its designee, to maintain such facilities and conduct such activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction and sales of Units during the Development Phase, upon such portion of the Property as the Developer deems necessary. Permitted facilities under this section include but are not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

§3.4. Insurance. No activities shall be carried on or equipment, appliances, machinery or materials used or kept in any Unit or in the Common Area that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Property, or any part thereof, or which would be in violation of any law, regulation, ordinance or administrative ruling. No waste may be committed on or to the Common Areas. Any violation of this Section shall be remedied within 10 days of written notice thereof.

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

§3.6. Pets and Animals. The Association shall have the power to issue rules and regulations regarding the keeping of pets and animals. Dangerous, threatening, or excessively noisy pets shall not be allowed. Upon reasonable notice, the Association may forbid the keeping of particular offending pets and animals on the Property.

§3.7. Fire Safety and Noise Control. No person shall impair or remove any acoustical, sound-deadening, or fire-resistant material from the walls, flooring or ceilings of a Unit without replacing the same with similar materials of equal or greater efficacy.

§3.8. Trash. Trash, garbage and other waste shall be kept only in closed sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Association and shall at all times comply with any applicable ordinances, rules and regulations of the City of Bangor. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Areas.

§3.9. Electrical. No Unit Owner or occupant shall overload the electrical wiring in their unit. No Unit Owner or occupant shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Association, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Association. Additional major appliances may not be installed in a Unit without the prior written consent of the Association.

§3.10. Governmental Requirements. All Unit Owners, their families, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the City of Bangor. A violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.

§3.11. Exterior Alterations. Except with the consent of the Association, no Unit Owner, occupant or other person shall (i) construct or maintain any antennas, satellite dishes, wires, cables, fences, decks, steps, signs, canopies, clotheslines, flag poles, exterior lights or other structures; (ii) plant, trim, cut or remove vegetation, trees or shrubs; (iii) materially alter the grading or landscaping; (iv) do any other thing which affects the appearance of the exterior of the Owner(s)' Unit or the Common Areas.

§3.12. Signs. No signs of any character shall be erected, posted or displayed from any Unit or Common Area without the prior approval of the Association, except for such signs as may be posted by the Developer for promotional or marketing purposes as permitted herein. The Developer or the Association shall have sole authority to erect the exterior sign or signs authorized by the City of Bangor. The Developer or the Association may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant or Unit.

§3.13. Obstruction/Signage. No Unit Owner shall obstruct any of the Common Areas or place or store anything on or in the Common Areas except for areas designated for parking, or as otherwise permitted by the Association.

§3.14. Responsibility. Neither the Association, any Unit Owner, nor the Developer shall be considered a bailee of any personal property stored on or in the Common Areas (including parked vehicles), whether or not exclusive possession of the particular area is allocated to a Unit Owner for storage or parking purposes. No such person or entity shall be responsible for the security of such personal property or for any loss or damage thereto,

whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

§3.15. Leasing. No Unit Owner may enter into any lease or rental agreement for a Unit unless such agreement shall be in writing and provide for a term of not less than six (6) months. The Association may also restrict and regulate renting or leasing of Units owned by Unit Owners, including but not limited to requiring approval of each lease/lessee by the Board of Directors. Notwithstanding the foregoing, the Developer shall always have the right to operate any Units owned by the Developer as a rental property without Board approval or regulation, and may establish and maintain offices, signs and other accoutrements normally used in the operation of rental properties in the Developer's discretion. Such rental operations shall be for the benefit of the Developer; neither the Association nor any Unit Owners shall have any interest or right in the profits and losses from such operations.

ARTICLE IV MAINTENANCE

§4.1. Maintenance of Common Areas. The Association shall be responsible for the maintenance and repair of the Common Areas, including but not limited to maintaining and plowing the Common Area roads providing street lighting, trash pickup (unless at any point provided by the municipality), and landscaping all as determined by the Association. If repair or replacement work in the Common Areas shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owner(s) responsible therefor.

§4.2. Maintenance of Owner(s) Unit. Each Unit Owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall do all redecorating, painting and varnishing which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall maintain the interior and exterior surface of windows in the Unit, including periodic washing. Each Unit Owner is generally responsible for the maintenance of the exterior of the Unit. No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit into the Common Areas, except in designated trash disposal areas. Each Unit Owner shall be responsible for all damage to any other Units or to the Common Area resulting from his or her failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Developer or to the Association (or the appointed agent thereof) any defect or need for repairs for which the Developer or the Association is responsible.

ARTICLE V PARTY WALLS/Common Elements

§5.1. Party Wall. The party walls, or “Common Walls” between the Units in a single building shall be party walls in all respects and the Owners shall have the right to jointly use any such Common Walls which are located in their Units, subject to the terms and conditions hereinafter set forth. Each Owner shall be deemed to own the necessary easements for the perpetual lateral and subjacent support of the Common Walls with equal rights of joint use. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

§5.2. Maintenance of Party Wall. The respective Owners of the Units shall equally bear the cost of maintaining any Common Walls located in their Units and in the event that any such Common Wall should be injured or damaged by a cause other than the intentional act or negligence of any Owner of a Unit (or such Owner’s family members, guests, invitees, contractors, subcontractors, etc.), the same shall be repaired or rebuilt at the equal cost of the Owners of the Parcels sharing that Common Wall, provided that any sum received by either or both Owners from insurance against such injury or damage shall first be applied to such repair or rebuilding. Each Owner shall be solely responsible for the non-structural repair and maintenance of the interior surfaces of the Common Walls located within the improvements on such Owner’s Unit.

§5.3. Maintenance of Roof. The Owners of the Units shall maintain the roofs over their respective Units at their own expense, in good repair. If the Owners of a common roof jointly repair the roofs, then the cost of such repair shall be apportioned according to the relative repaired area over each Unit; e.g. if the cost of the repair of the roof common to Unit 1 and Unit 2 is \$1,000.00 and 70% of the repaired roof is over Unit 2, the owner of Unit 2 shall pay \$700.00 of the repair, and the Owner of Unit 1 shall pay \$300.00. Any sum received from insurance against such injury or damage shall first be applied to such repair or rebuilding

§5.4. Negligent Acts. If the negligence or intentional act of the Owner of any Unit shall cause a Common Wall to be exposed to the elements, or shall otherwise cause damage to any Common Wall, roof, walkway, driveway gutter and/or downspout, then such Owner shall bear the entire cost of repair or rebuilding of said Common Wall, roof, walkway, driveway, gutter and/or downspout.

§5.5. Alterations. No Owner of a Unit shall alter or change any Common Wall in any manner, except as to interior decoration not affecting the structure of such Common Wall, or after reasonable notice to the other Owner, to repair or restore sewer, water or other utilities located within the party wall, or to repair the party wall in accordance with this Declaration, subject to the obligation to restore the party wall to its previous cosmetic and structural condition, at such Owner’s sole expense. Such Common Walls shall always remain in the same location as now exists, unless otherwise agreed in writing by the Owners of the affected Units in which said Common Walls are located.

§5.6. Parking Spaces. It is contemplated that the deed to each Unit shall contain easement rights to a parking space or spaces adjacent to such Unit. Although any parking space and the land on which it is located is included in the Common Area, the rights of the

owner of a Unit having easement rights in any parking space shall take precedence over the rights of all other persons to use such parking space.

ARTICLE VI
THE MAINE WOODS ASSOCIATION

§6.1. Organization. The Association -- The Maine Woods Association is a Maine non-profit corporation, organized for the primary purpose of enforcing the covenants contained in this Declaration and managing the Development. Developer reserves the right to amend the Articles and the Bylaws, as set forth therein. The initial members, directors and officers of the Association, the manner of their selection, their respective rights and duties, voting rights and other matters regarding the Association are as set forth in the Articles and Bylaws.

§6.2. Termination of Developer's Voting Rights. Developer's voting rights, which during the Development Phase shall give it effective control of the Association, shall terminate, in accordance with the Articles of Incorporation and Bylaws, not later than thirty (30) days after Developer has sold the last unit in the Development; or seven (7) years after the date of the recording of this Declaration, whichever is earlier.

§6.3. Membership a function of Unit Ownership. All Unit Owners shall automatically become a member of the Association entitled to all the rights and privileges of such membership and subject to all of the duties and obligations thereof as set forth in the Plat, this Declaration and the Bylaws and rules and regulations of the Association, as the same may be amended from time to time in accordance with the terms thereof. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

§6.4. Powers and Rights. The Association shall have the following powers and rights:

A. To promote and maintain the attractiveness, value and character of the Development through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, as amended, or in any rules and regulations which the Association may promulgate pursuant hereto and thereto.

B. To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities in the Development.

C. To represent the Unit Owners before governmental agencies, offices and employees, and to generally promote the common interests of the Unit Owners.

D. To collect and dispose of funds, including but not limited to assessments, as provided herein.

E. To perform all such acts and functions as are generally authorized by law to be performed by a Maine non-profit corporation.

F. To acquire title from the Developer of the Common Area(s), and to insure, manage, maintain, improve and repair the Common Areas.

G. To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, directors, managers and members from liability incident to the ownership and use of the Common Areas and the performance of their duties as the Association's officers, directors and managers.

H. To pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas, and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves as deemed necessary by the Association.

I. To enforce any and all provisions of this Declaration, and to consider and grant or deny as appropriate, requests from Unit Owners for any activity, project, condition, improvement or other matter set forth in this Declaration requiring specific prior permission from the Association.

J. Subject to the provisions of this Declaration, to adopt rules and regulations governing activities on, and the use, maintenance, insurance and upkeep of, the Common Areas and of any easement areas created or reserved in this Declaration, or on the recorded plat(s).

K. To carry out all other purposes for which the Association was organized; to exercise all rights which the Association may be granted or reserved under this Declaration; and to perform all duties which it may be assigned under this Declaration.

§6.5. Classes of Membership/Voting Rights. There shall initially be two classes of voting: Class A shall consist of the Owners of the Units. Each Unit shall be entitled to one (1) vote in all Association matters regardless of the number of Owners of any particular Unit. The total number of Class A votes at any given time shall be the total number of Units completed and sold. Combined, the Class A votes shall equal 49% of the voting rights in the Association. Class B shall consist of the Developer, during the Development Phase. The Class B vote shall equal 51% of the voting rights in the Association during the entire Development Phase, giving the Developer control of the Association. Upon the termination of the Development Phase, Class B voting rights shall cease, and Class A votes shall thereupon equal 100% of the voting rights in the Association (divided equally among the total number of Units).

ARTICLE VII **ASSESSMENTS**

§7.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay to the Association: an initial Capital Funds assessment; annual assessments; special assessments; and other charges assessed against an Owner and his Unit as provided in this Declaration, such assessments and charges to be established and collected as provided below. The annual and special assessments, as well as the other charges described in this Declaration, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Unit and shall be secured by a continuing lien upon the Unit. Each such assessment and other charge, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due, and, while any undischarged lien shall be a continuing lien upon the Unit in the hands of subsequent Owners, the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned unit unless expressly assumed in writing.

§7.2. Purpose of Assessments. The assessments levied by the Association, acting through its Board of Directors, shall be used to promote the recreation, health, safety, and welfare of the residents of the Development; to construct, maintain and manage any Common Area, Common facilities, including rights of way, of the Association; and to maintain and manage any other areas designated by Board of Directors of the Association as being appropriate for management and maintenance by the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

§7.3. Annual Assessment. Except for the Developer, who shall not be required to pay any annual assessments on any Units owned by the Developer, each residential Unit in the Development and the Owner(s) thereof shall be subject to an annual assessment for each fiscal year, in amounts as determined by the Association. Such annual assessment shall be payable annually: A) if by lump sum, on or before the first (1st) day of each fiscal year for which the assessment is levied; or B) if in equal monthly installments, commencing on the 1st day of the first month of the fiscal year, and continuing on the same day of each of the months remaining in said fiscal year. The Board of Directors may change the payment date(s), or the payment schedule. Each annual assessment shall become a lien against each residential Unit as of the first day of the fiscal year in which it becomes due and payable. With respect to annual assessments for the year in which a Unit is initially purchased from Developer, said first annual assessment shall be prorated according to the number of days remaining in the fiscal year.

§7.4. Special Assessments. In addition to the annual assessments, the Association, acting through its Board of Directors, may levy special assessments in any year for additional purposes, including unique or unforeseen projects, repairs or charges, or other expenses, repairs or improvements related to fewer than all the Units, provided that such special assessment shall have the assent of sixty percent (60%) of the affected Units that are represented by Members in attendance at the annual meeting or special meeting called for such purpose. Special assessments may be levied against all the Units for matters affecting all Units, or against only those Units affected, for matters relating to fewer than all the Units. The decision as to which Units are affected by any proposed special assessment shall rest with the Board of Directors and its decision shall be binding. Special assessments shall be due and payable within fifteen (15) days of approval unless the Board of Directors adopts

another due date or dates which shall be not less than fifteen (15) days after such approval, and thereafter, interest shall accrue on late payments at the rate set forth below in Section 7.6.

§7.5. Capital Funds Assessment. In addition to the annual assessment, upon the transfer and closing of each Unit in the Development, the purchaser of said Unit shall pay to the Association at closing a Capital Funds assessment fee in the amount of Fifty Dollars (\$50.00), which shall apply to each and every initial and subsequent transfer of a Unit in the Development, and which fees shall be allocated to a capital reserve fund. The Capital Funds assessment due hereunder shall be submitted to the Association along with the mailing address and contact information for said purchaser.

§7.6. Effect of Nonpayment of Assessments. All assessments or other charges assessed in accordance with this Declaration not paid within thirty-one (31) days after due date shall bear interest from the due date at the New York prime rate, as published on the last published date before the due date in the Wall Street Journal, Eastern Addition, plus five percent (5%) on such assessments from the due date thereof together with all expenses, including reasonable attorney's fees, incurred by the Association in any proceedings brought to collect such unpaid assessments. Any unpaid assessments shall be secured by a lien in the name of the Association on the Unit of the non-paying Owner, which lien shall be prior to and have priority over all other liens, mortgages and other encumbrances on the Unit, other than governmental liens for nonpayment of taxes and other similar matters as required by law. Each Unit Owner in the subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a mortgage on such unit which may be foreclosed on by nonjudicial foreclosure and pursuant to the provisions of Chapter 713 of the Maine Revised Statutes (and any successor statute). The Association may bring action at law against the Owner personally obligated to pay the same, and may also foreclose the mortgage herein retained against the Unit. Out of the proceeds of such foreclosure sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner or as otherwise required by law. Following any such foreclosure, each occupant of any such Unit foreclosed shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible entry and detainer and the issuance of a writ of execution thereunder.

If at any time the rate of interest then in effect under the preceding paragraph exceeds the maximum legal rate of interest, the interest payable hereunder shall thereafter be the maximum legal rate of interest until such time as the aggregate interest paid equals the aggregate interest that would otherwise have been payable pursuant to the preceding paragraph.

In addition to foreclosing the mortgage lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting through its Board of Directors, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the

Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her/its Unit. In addition to the above rights, the Association, acting through its Board of Directors, shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments.

ARTICLE VIII **DEVELOPER RESERVATION OF RIGHTS**

§8.1. Developer may Grant Easements/Fee. Developer shall have the exclusive right to consent to and grant easements and rights of way for the construction, operation and maintenance of any drainage facilities, electric lights, telephone, telegraph and other public utilities, lines, poles, wires and conduits including underground facilities on, over, below or under the Common Areas designated on the Plat and along and upon all highways now existing or hereafter established and abutting the Development. Developer shall also have the exclusive right to convey the roads to the City of Bangor if appropriate.

§8.2. Reservation of Easements. Developer hereby reserves a perpetual non-exclusive easement over and under the Common Areas for purposes of constructing and maintaining storm drainage lines. Developer also reserves the right to go upon or permit any public utility company to go upon the Units from time to time to install, maintain and remove such utilities and to trim trees and shrubbery which may interfere with the successful and convenient operation of such utilities.

§8.3. Right to Convey Easements. Developer hereby reserves the right, in its sole discretion, to relinquish its powers with respect to the easements granted and/or reserved herein by written instrument delivered to the Association whereupon all rights with respect to said easements shall thereafter be exercised by the Association.

ARTICLE IX **GENERAL PROVISIONS**

§9.1. Certificates. Any Unit Owner may request and upon payment of a reasonable fee therefor shall receive from the Association a Certificate setting forth whether all assessments have been paid for such Owner's Unit and the total amount of unpaid assessments, if any. Such Certificate, if embossed with the seal of the Association, shall be conclusive evidence of such payment and of the amount of any unpaid assessments as of the date thereof.

§9.2. Disposition of Association Assets. In the event the Association shall be dissolved or otherwise cease to exist, ownership of its property, including, but not limited to, the Common Areas, shall automatically thereupon be transferred to the then owners of the Units with each Owner having an equal undivided interest in the Common Areas for each Unit owned; provided, however, that in no event shall there be any partition of the Common

Areas through judicial proceedings or otherwise unless approved by the owners of at least two-thirds (2/3rd) of the residential Units in the Development.

§9.3. Amendment. During the Development Phase, this Declaration may be amended by an instrument signed by the Developer. After the Development Phase has ended, this Declaration may be amended by an instrument signed by not less than a majority of the then Unit Owners; provided, however, that this Declaration may not be amended without the signature of the Developer if the Developer then owns any part of the Property. Any amendment must be recorded.

§9.4. Successors and Assigns. All of the rights of the Developer set forth in this Declaration shall be automatically assumed by the lawful successor to Developer by assignment, foreclosure or otherwise. Any assignment must be recorded. This Declaration shall be binding upon and inure to the benefit of the Members, Developer, and their respective successors or assigns. The use of the words "successors and assigns" in some places but not in others when reference is made to Developer herein does not imply that successors and assigns are not always included with the term "Developer." *Provided, however,* that Unit Owners shall not by virtue of their capacity as Unit Owners be deemed to be successors and assigns of Declarants for purposes of this Declaration.

IN WITNESS WHEREOF, Declarant has hereunto caused this instrument to be executed as an instrument under seal by its duly authorized Member as of the 14 day of December 2022.

WITNESS

TEAM PROPERTIES, LLC




By: Emily Ellis

Its: Member

STATE OF MAINE
PENOBSCOT COUNTY

Personally appeared the above-named Emily Ellis in her said capacity and acknowledged the foregoing Declaration to be her free act and deed, and the free act and deed of Team Properties, LLC before me,


Name: Nara N. Leavitt
Attorney at Law / Notary Public

NARA N. LEAVITT
Notary Public, State of Maine
My Commission Expires April 14, 2027

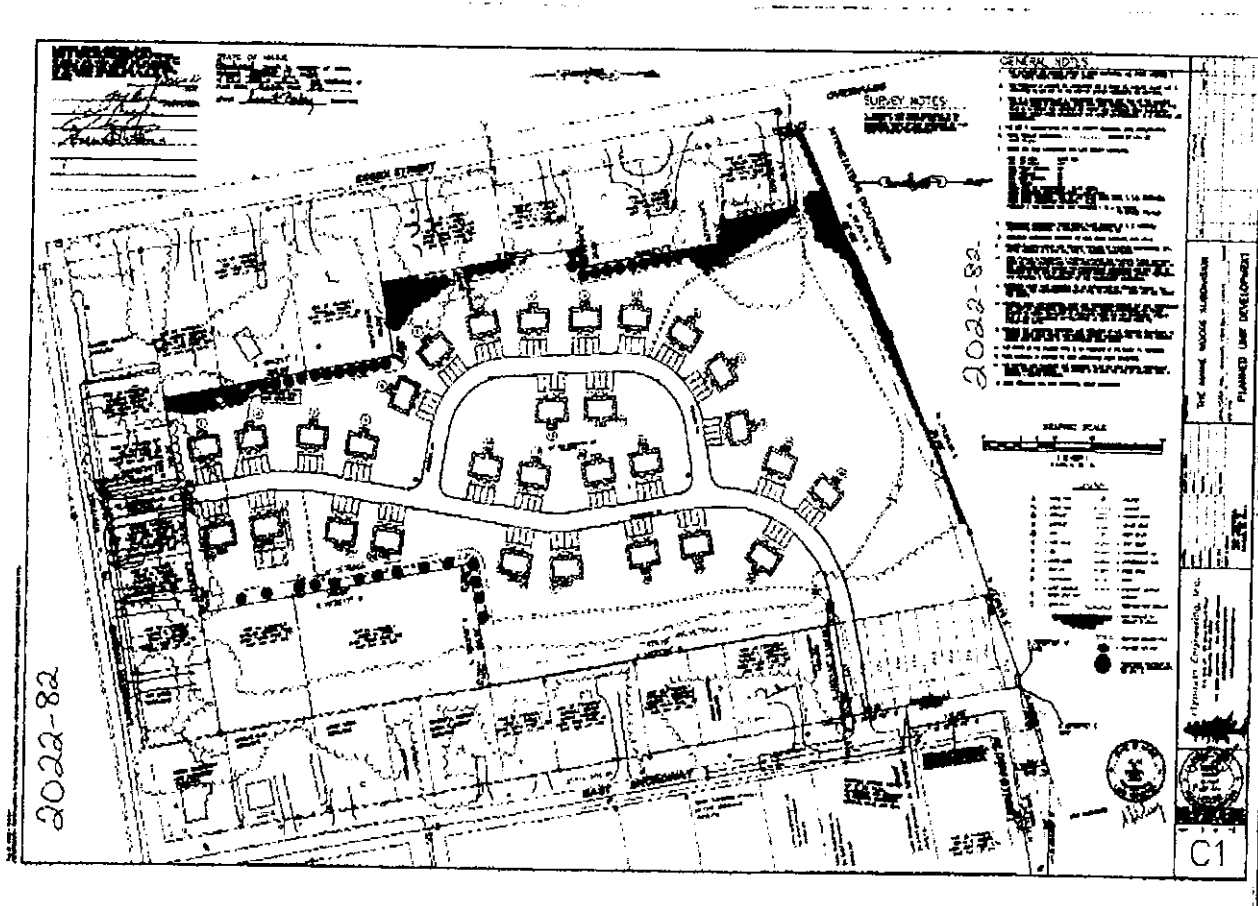
Exhibit A

Property Description

A certain lot or parcel of land in Bangor, Penobscot County, Maine more particularly described in the deed from Green Diamond, LLC to Team Properties, LLC dated April 15, 2022 and recorded in Book 16447, Page 32 of the Penobscot County Registry of Deeds, the description in which is incorporated herein by reference.

Exhibit B

Plat for The Maine Woods Planned Unit Development





DEPARTMENT OF ENGINEERING

CITY OF BANGOR

JOHN THERIAULT PE, PTOE
CITY ENGINEER

December 27, 2023

City of Bangor Planning Board
73 Harlow Street
Bangor, Maine 04401

Re: The Maine Woods Subdivision, Team Properties
Lancaster Avenue, Bangor, Maine

Dear Planning Board Members,

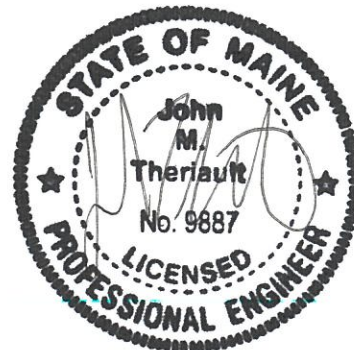
The Engineering Department of the City of Bangor has completed our review of the Maine Woods Final Subdivision Plat being proposed by Team Properties off of Lancaster Avenue and East Broadway. The Final Subdivision Plat was prepared and stamped by Scott E. Braley, P.E. on December 8, 2023.

The proposed subdivision includes the development of 30 duplexes and includes a total of 60 residential units. Our review included an evaluation of the overall roadway and lot layout, traffic generation, proposed utilities including sanitary sewer and drinking water, and stormwater design, control, and treatment measures.

In accordance with Section 165-128 (F), I have determined that the Final Subdivision Plat for the Maine Woods Subdivision complies with applicable health, sanitation, and engineering standards.

Sincerely,

John Theriault, PE, PTOE
Bangor City Engineer



12-27-2023



COMMUNITY & ECONOMIC DEVELOPMENT

CITY OF BANGOR

PLANNING DIVISION

December 6, 2023

Emily Ellis
1411 Essex Street
Bangor, ME 04401

RE: Preliminary Subdivision Approval

Dear Ms. Ellis:

This letter is to inform you that the City of Bangor Planning Board at its meeting on December 5, 2023, approved your Preliminary Major Subdivision plat for Maine Woods with the following conditions:

- A. Approval is received for all other permit requirements.
- B. Map-Lots 044-039, 044-040, 044-041, and 044-043 are combined.
- C. A surety bond is made as outlined in §165-130.

The next step for final subdivision approval is to submit a Land Development Permit application for final subdivision plat approval, along with a fee of \$535 and two copies of the final plat meeting the recording requirements of the Penobscot County Registry of Deeds. The final plans should conform substantially to the plans which received preliminary plan approval by the Planning Board and should contain the information outlined in [§165-128.E\(4\)](#). Please also ensure that any additional information necessary to meet [§165-128.H](#) is provided. The application and final plat should be submitted no fewer than 20 days prior to the Planning Board meeting at which consideration is desired. Please contact our office if you have any questions.

Sincerely,

Anja Collette
Planning Officer
City of Bangor

CC:
Scott Braley, Plymouth Engineering, Inc.
Tim Pease, Rudman Winchell

Anne Krieg AICP, Development Director
John Theriault, City Engineer
David Szewczyk, City Solicitor

From: [Collins, Peggy](#)
To: [Drew, Philip](#); [Therault, John](#); [Hanscom Bilotta, Brenda](#); [Cote, Cheri](#); [Collette, Anja](#); [Cowan, Patrick](#); [Little, Dave](#); [Emerson, Janelle](#); [Harper, William](#); [Bechtold, Jill](#); [Krieg, Anne M.](#); [May, Richard](#)
Subject: Map 044 Lot 043
Date: Tuesday, December 12, 2023 9:40:10 AM
Attachments: [Map 044 Lot 043 Before changes.PDF](#)
[image001.png](#)
[Map 044 Lot 043 After all lots combined.png](#)

FYI.

Lots 39, 40, 41, 58 and 59 have been combined with lot 043.

Also, a portion of East Broadway was discontinued and added to the abutters lots, which includes lots 40, 41, 59 and 16

Let me know if you have any questions.



CITY OF BANGOR

Peggy A. Collins, CMA

City Appraiser

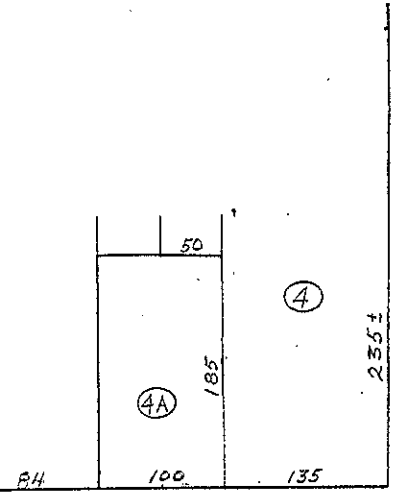
Department of Assessing

Phone: 207-992-4214

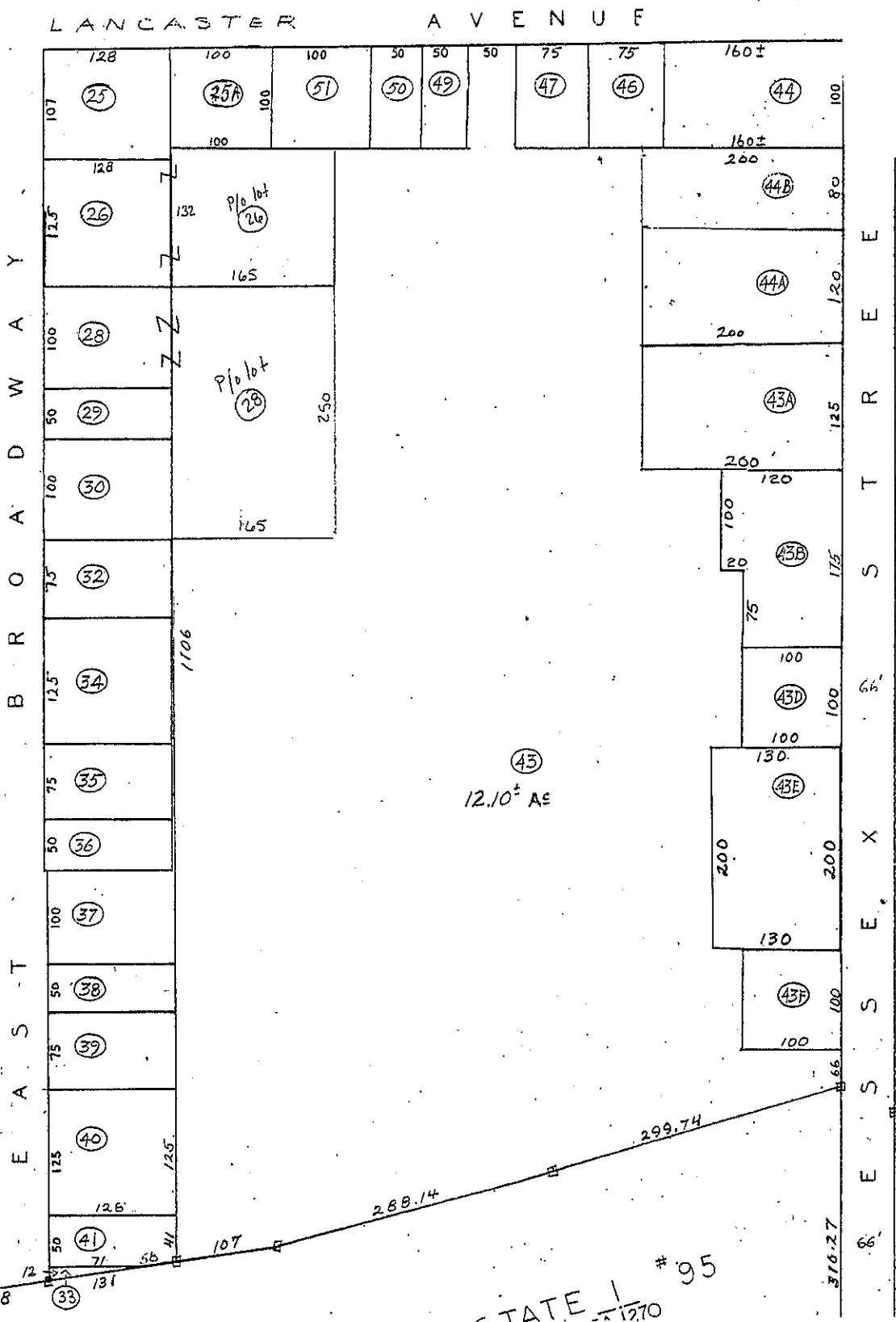
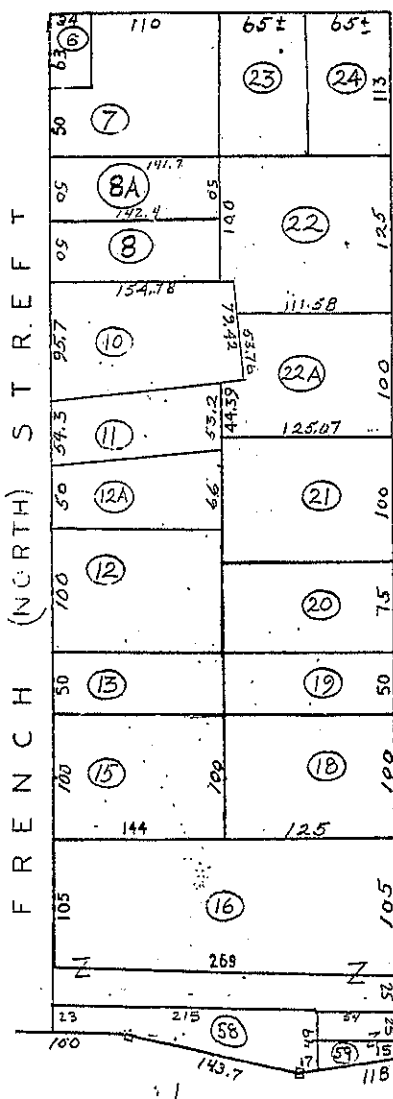
Fax: 207-945-4433

<http://www.bangormaine.gov>

peggy.collins@bangormaine.gov



BILL ST.



LANCASTER AVENUE

BROADWAY

EAST STREET

TATE # 95
1970





QUITCLAIM DEED WITH COVENANT

DLN: _____

TEAM PROPERTIES, LLC, a Maine Limited Liability Company, whose address is 1411 Essex Street, Bangor, Maine 04401, for consideration paid, grant(s) to **TEAM PROPERTIES, LLC** a Maine Limited Liability Company, whose address is 1411 Essex Street, Bangor, Maine 04401, with QUITCLAIM COVENANT, a certain lot or parcel of land, together with the buildings thereon and all improvements thereto, situated in said Bangor, Penobscot County and State of Maine, and being more particularly bounded and described as follows, to wit:

Beginning at a point located on the westerly side of "The Maine Woods Subdivision" as depicted on a plan recorded at the Penobscot County Registry of Deeds in Plan Book 2022, Page 82, dated September 27, 2022. Said point of beginning is located at a #5 rebar marked PLS 1297, located at a point marking the southwesterly corner of property now or formerly of Dwight E. McIntosh and Sandra J. McIntosh as depicted on the City of Bangor Tax Map 44, Lot 37 and recorded in the Penobscot County Registry of Deeds in Book 11259, Page 298.

Thence running N 79° 24' 42" E, 128 feet to a #5 rebar marked PLS 1297; thence N 10° 35' 49" W and running a distance of 474.15 feet to a point; thence N 79° 12' 03" E, a distance of 165 feet to a point; thence N 10° 36' 17" W, a distance of 382 feet to a #5 rebar marked PLS 2365; thence N 79° 13' 06" E, 132.45 feet to a #5 rebar marked PLS 1297; thence N 10° 46' 54" W, 100 feet to a #5 rebar marked PLS 1297 and the southerly sideline of Lancaster Avenue; thence N 79° 13' 6" E by and along Lancaster Avenue 50 feet to a rebar located at the northwest corner of land now or formerly of Jeb Eastman as depicted on the City of Bangor Tax Map 44, Lot 47 and described in the Penobscot County Registry of Deeds in Book 15175, Page 60; thence turning S 10° 46' 54" E, 100 feet to a point; thence N 79° 13' 6" E, 110.25 feet to a point; thence

S 10° 43' 17" E, 325 feet to a #5 rebar marked PLS 1297; thence N 79° 13' 5" E, 80 feet to a point; thence S 10° 43' 14" E, 100 feet to a point; thence N 79° 16' 46" E, 20 feet to a point; thence S 10° 43' 14" E, 174.96 feet to a point; thence S 81° 00' 08" W, 28.08 feet to a point; thence S 10° 52' 17" E, 200 feet to a point; thence N 77° 54' 50" E, 28.12 feet to a #6 iron rod; thence S 10° 43' 17" E, 100 feet to a #5 rebar; thence N 79° 37' 10" E, 99.43 feet to a point; thence S 10° 43' 17" E, 31.84 feet to said point located on the northerly side of Interstate 95 (southbound); thence running along Interstate 95 (southbound) S 64° 33' 29" W, 301.25 feet to a point; thence S 66° 00' 54" W, 287.16 feet to a point; thence S 69° 50' 37" W, 202.56 feet to a point; thence S 79° 27' 33" W, 17.26 feet to a point; thence S 10° 32' 51" E, 2.91 feet to a point; thence S 69° 53' 36" W, 111.55 feet to a point; thence S 69° 53' 36" W, 17 feet to a point; thence N 89° 42' 07" W, 127 feet to a point; thence S 78° 10' 58" W, 72 feet to a point; thence N 13° 18' 17" W, 24.81 feet to a point; thence N 78° 10' 58" E, 294.62 feet to a point; thence N 10° 35' 41" W, 130.03 feet to a point; thence N 78° 10' 58" E, 30 feet to a point; N 10° 35' 49" W, 89.95 feet to the point of beginning.

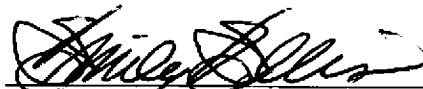
Subject to matters described and represented in a deed from Green Diamond, LLC to Team Properties, LLC recorded in Book 16447, Page 32 of the Penobscot County Registry of Deeds.

Meaning to describe and to convey and merge the several parcels described in Book 16447, Page 32 into one parcel or lot.

Meaning and intending to convey all of the same premises as conveyed from Green Diamond, LLC to Team Properties, LLC by deed dated April 13, 2022 and recorded in the Penobscot County Registry of Deeds in Book 16447, Page 32.

WITNESS TEAM PROPERTIES, LLC has caused this instrument to be executed by Emily Ellis, its Member this 13th day of December 2023.

TEAM PROPERTIES, LLC




EMILY ELLIS, MEMBER

STATE OF MAINE
COUNTY OF PENOBSCOT ss.

DECEMBER 13, 2023

Then personally appeared the above-named, Emily Ellis and acknowledged the foregoing instrument to her free act and deed in her said capacity and the free act and deed of Team Properties, LLC.



Attorney at Law/Notary Public
~~Todd C. Noyes~~
Maine Attorney At Law
Bar Number 7888

Print Name

No Transfer Tax Paid
SUSAN F. BULAY, REGISTER
PENOBSCOT COUNTY MAINE E-RECORDED



Since 1947

Since 1947



JOB NAME: MAINE WOODS

JOB TO BE COMPLETED:

TERMS: Net 30 Days. Accounts Past 60 Days Will Incur A Charge of 1.5 % Per Month.

Sold To Emily Ellis

Address _____

Date Order Received 12/21/23

Business Phone # _____

Ship Via: Customer / Delivery

Contact Person _____

Ship Date _____

Contact Phone # _____

Customer Pick Up Date _____

Quantity	Description	Size	Retail	WS Price	Total
Native Deciduous Shrubs					
	Ilex glabra- Shamrock Holly	24"			
	Cornus sericea- Dogwood	24"			
	Clethra alnifolia- Sweetshrub	24"			
	Fothergilla	24"			
	Rosa virginiana	24"			
	Itea	24"			
	Viburnum dentatum and lentago	24"			
Native Evergreen Shrubs					
	Myrica pensylvanica- Bayberry	24"			
	Ilex glabra- Inkberry	24"			
	Kalmia latifolia- Mountain Laurel	24"			
	Juniperus communis- Common Juniper	24"			
	Rhododendron maximum (deer)	24"			
Native Deciduous Trees					
	Acer rubrum- Red Maple	1.5-2"			
	Acer saccharum- Sugar Maple	1.5-2"			
	Tillia - Linden	1.5-2"			
	Betula populifolia- Gray Birch	1.5-2"			
	Betula papyrifera- Paper Birch	1.5-2"			
	Carpinus carolinia	1.5-2"			

Native Evergreen Trees					
	Abies balsamea- Balsam Fir				
	Pinus strobus- White Pine				
	Picea glauca- White Spruce				
	Juniperus virginiana- White Cedar				
Wholesale total not including tax					

**This quote does not guarantee plant availability.
Quoted prices are valid for 30 days and may be subject to change.**

All shipments travel at the risk of purchaser. All claims for any cause must be made in writing upon receipt of goods. We will gladly make any necessary adjustments, but no claims will be entertained unless made within 3 days of receipt of product.

It is the responsibility of the contractor to verify quoted quantities and sizes with their project plan.

To accept this quote and place order please sign and return to us.

A non refundable deposit of 20% or \$0.00 is required

Once material is delivered to Sprague's Nursery all contractors are required to pick up material within 30 days. After 30 days you will be automatically billed for all material as well as a maintenence fee of 5% of the total of material left at Sprague's per month.

Authorized Signature _____

Printed Name _____

Company _____

Date _____

From: [Collette, Anja](#)
To: [Scott Braley](#)
Subject: Maine Woods final plat
Date: Monday, December 18, 2023 2:33:34 PM
Attachments: [image001.png](#)

Hi Scott, I've reviewed the final subdivision plat for Maine Woods and have some items below that need clarification:

- Note 2 - should maybe clarify that the property was previously divided into the 4 lots referenced, but now is only one lot (044-043) on the Tax Assessor's map.
- Note 3 – perhaps want to update this to say that it's a resubmission of plans that were approved in 2022.
- Note 19 should clarify that the open space (including trails) will be owned and maintained by the HOA.
- The signature block for the Planning Board only references the State subdivision criteria; it should also reference the City's subdivision criteria.
- Do you give us permission to copy over all the other materials from the preliminary submission, such as the HOA documents, FEMA map, stormwater permit, staff correspondence, etc.? [165-128.E](#) requires submission of "prints consistent with 165-112" (which consists of submissions for LDP approval), and the HOA information will be necessary to show compliance with [165-128.H](#).



CITY OF BANGOR

Anja Collette
Planning Officer
Community & Economic Development
Planning Division

73 Harlow Street
Bangor, ME 04401
anja.collette@bangormaine.gov
Phone: 207.992.4280

From: [Scott Braley](#)
To: [Collette, Anja](#)
Subject: RE: Maine Woods final plat
Date: Tuesday, December 19, 2023 9:24:41 AM
Attachments: [image001.png](#)

WARNING: This email originated outside of our organization.

DO NOT CLICK links until you have double-checked the sender's email address.

We'll adjust the C1 sheet as necessary and yes copy over the materials from preliminary that you need. Sorry, thought we submitted what was needed.

Scott

Scott E. Braley, PE
President
Plymouth Engineering, Inc.
8 Main Street, Unit C
Newport, ME 04953
Office: (207) 257-2071
Cell: (207) 332-7343
Email: scott@plymouthengineering.com

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Monday, December 18, 2023 2:34 PM
To: Scott Braley <scott@plymouthengineering.com>
Subject: Maine Woods final plat

Hi Scott, I've reviewed the final subdivision plat for Maine Woods and have some items below that need clarification:

- Note 2 - should maybe clarify that the property was previously divided into the 4 lots referenced, but now is only one lot (044-043) on the Tax Assessor's map.
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CITY OF BANGOR

Anja Collette
Planning Officer
Community & Economic Development
Planning Division

73 Harlow Street
Bangor, ME 04401
anja.collette@bangormaine.gov
Phone: 207.992.4280

From: [Collette, Anja](#)
To: "[Scott Braley](#)"
Subject: RE: The Maine Woods - C1
Date: Wednesday, December 20, 2023 2:13:46 PM

Thanks Scott. Just 2 minor things:

- In a previous email with Aimee, she had said the 12.09 acres included map-lots 044-058 and 044-059, but those haven't been mentioned in Note 2 (previously didn't mention those directly and now just references 4 lots; for the new revised note, it should probably say 6 lots). I just want to make sure this is correct for the record.
- I normally try not to nitpick about spelling, but given that the homeowners' association is pertinent to the final subdivision approval, I feel like the spelling of "Assoication" in Note 19 should be corrected.

Thanks!
Anja

From: Scott Braley <scott@plymouthengineering.com>
Sent: Tuesday, December 19, 2023 10:01 AM
To: Collette, Anja <anja.collette@bangormaine.gov>; Timothy A. Pease <tpease@rudmanwinchell.com>; Emily Ellis <emy40@aol.com>
Subject: FW: The Maine Woods - C1

WARNING: This email originated outside of our organization.
DO NOT CLICK links until you have double-checked the sender's email address.

Attached please find the revised sheet C1 as requested with note changes.

Scott

Scott E. Braley, PE
President
Plymouth Engineering, Inc.
8 Main Street, Unit C
Newport, ME 04953
Office: (207) 257-2071
Cell: (207) 332-7343
Email: scott@plymouthengineering.com

From: Aimee Young <aimee@plymouthengineering.com>
Sent: Tuesday, December 19, 2023 9:59 AM
To: Scott Braley <scott@plymouthengineering.com>
Subject: The Maine Woods - C1

Aimee S Young, EI

Plymouth Engineering, Inc.

8 Main Street, Unit C

Newport, Maine 04953

P: 207-257-2071

F: 207-257-2130

www.plymouthengineering.com

From: [Collette, Anja](#)
To: ["Scott Braley"](#)
Subject: FW: The Maine woods
Date: Wednesday, December 20, 2023 2:36:01 PM

Hey Scott, to clarify, the species list wouldn't need to be on the subdivision plan itself; it could just be submitted as a separate document that the Board would review.

-----Original Message-----

From: Collette, Anja
Sent: Wednesday, December 20, 2023 11:31 AM
To: 'Scott Braley' <scott@plymouthengineering.com>
Cc: Krieg, Anne M. <anne.krieg@bangormaine.gov>; Szewczyk, David <david.szewczyk@bangormaine.gov>
Subject: RE: The Maine woods

I think it was agreed upon last night that it would be submitted for the final subdivision review, so prior to the Planning Board meeting on January 2nd, but CC'ing Dave and Anne in case there was a different interpretation.

-----Original Message-----

From: Scott Braley <scott@plymouthengineering.com>
Sent: Wednesday, December 20, 2023 11:29 AM
To: Collette, Anja <anja.collette@bangormaine.gov>
Subject: The Maine woods

WARNING: This email originated outside of our organization.
DO NOT CLICK links until you have double-checked the sender's email address.

I want to be clear with regard to the condition related to planting species. Are you looking for that on the final subdivision plan before approval or are you going to want it submitted as a condition of final approval? Our intent would be to provide a list of locally available, native species. That way, depending upon market, price and availability, we would have some options.

Sent from my iPhone

Scott E Braley, PE
President
Plymouth Engineering, Inc.
8 Main St, Unit C
Newport, ME. 04953

Tel (207) 257-2071
Cell (207) 332-7343