

PLANNING BOARD
PACKET OF MATERIALS
MEETING OCTOBER 5, 2016

- Cover page with date
- Agenda
- Minutes for approval
- Applications
- Supporting Documents

Agenda
Bar Harbor Planning Board
Wednesday, October 5, 2016
Council Chambers- Municipal Building
93 Cottage Street
4:00 P.M.

I. CALL TO ORDER

II. ADOPTION OF THE AGENDA

III. EXCUSED ABSENCES

IV. APPROVAL OF MINUTES (September 21, 2016)

V. REGULAR BUSINESS

- a. **Completeness Review- Subdivision/Site Plan Application – SD-2016-04–** Acadia Park Company
Project Location: 134 Main Street, Bar Harbor Tax Map 104, Lot 504-000
Applicant: Acadia Park Company (David Woodside)
Application: The applicant is proposing demolition of an existing commercial building and construction of a mixed use commercial retail and multi-family dwelling (4 units), a two-story building with a 3,976 sq. ft. footprint..
- b. **Land Use Ordinance Discussion of Draft Shoreland District at Ferry Terminal**
- c. **Land Use Ordinance Discussion of Parking**
- d. **Land Use Ordinance Discussion of Minimum Area Per Family**

VI. OTHER BUSINESS

- a. **Cottage Street Streetscape RFP Update**
- b. **Pending Applications**
(CU) Mount Desert Street, LLC (68 Mount Desert Street)
- c. **Sign Minor Subdivision Plan – MSD-2016-02–** Pine Street Subdivision Revision

VII. BOARD MEMBER COMMENTS AND SUGGESTIONS FOR THE NEXT AGENDA

VIII. ADJOURNMENT

Minutes
Bar Harbor Planning Board
Wednesday, September 21, 2016
Council Chambers – Municipal Building
93 Cottage Street
4:00 P.M.

I. CALL TO ORDER

The Chair called the meeting to order at 4:00 PM. Planning Board members present: Ivan Rasmussen, Chair; Tom St. Germain, Vice Chair; John Fitzpatrick, Secretary; Joe Cough, Member and Basil Eleftheriou, Jr., Member.

Also present: Robert Osborne, Planning Director and Angela Chamberlain, Code Enforcement Officer.

II. ADOPTION OF THE AGENDA

Mr. Cough moved to adopt the agenda as published. Mr. Eleftheriou, Jr. seconded the motion which was approved unanimously.

III. EXCUSED ABSENCES

None

IV. APPROVAL OF THE MINUTES

a. September 7, 2016 Meeting

Mr. St. Germain moved to approve the minutes as presented and Mr. Fitzpatrick seconded the motion which was approved unanimously.

V. REGULAR BUSINESS

a. Land Use Ordinance Discussion of Draft Shoreland District at Ferry Terminal

The Planning Board discussed some background concerning the request from Maine Port Authority requesting the zoning amendment to add the cruise ship use to the Eden Street location. They noted that they had visited the site to better understand the physical configuration of the terminal and the topographic considerations of the site. They discussed the definition of waterborne passenger facility. They discussed why the changes are needed and what would be the consequences of not approving the use.

Mr. Cough sought a way to find the Planning Board's role here with regard to both physical and operational aspects of the use. The definition is tied to passengers for hire not pleasure crafts or fishing boats.

Mr. St. Germain urged that the Port Authority representatives come back again and explain the uses more clearly and might be able to better address the coexistence of the passenger facility with the marina uses.

Mr. St. Germain urged that the dimensional standards for the site factor in reasonable reuse of the site and not immediately create non-conformities.

Mr. Cough urged that the lot coverage be set at 90 percent because to do less would be immediately non-conforming.

Mr. Fitzpatrick stated that this is the one chance for waterfront access. It is vital that non-access uses should be discouraged. The primary use should be a passenger terminal and maybe marina. Some usual and normal uses are OK. Some caps make sense. Perhaps could set limits on % of site in auxiliary uses.

Chair Rasmussen asked if he could have a motion on crafting the definition.

Mr. Cough moved to craft a definition. Mr. Eleftheriou, Jr. urged that it be both the definition and the district. Mr. Cough amended his motion to include both the definition and the district. Mr. Eleftheriou, Jr. seconded the motion which was approved unanimously.

Chair Rasmussen asked for the specifics that are of concern.

Accessory services and facilities;

Square footages;

Maximum height;

Are there standards over water or is that not "Land Use";

Maritime rules of the game;

What do the current plans show for and dimensional layout for the various uses? ..

b. Timeline for development of LUO amendments for June 2017 ballot

Staff provided the Board with a draft warrant article schedule for the June 2017 ballot. It was discussed that the time is short for finalizing the work and proposed that the language all be finalized in November.

c. Potential list of items for LUO amendments for June 2017 ballot

The Board discussed possible amendments and determined that there would be three basic areas of work being: parking amendments, ferry terminal amendments and housing amendments that deal with minimum area per family in the Downtown Village I & II districts.

VI. OTHER BUSINESS

a. Cottage Street Streetscape RFP Update

b. Pending Applications

(CU) Mount Desert Street, LLC (68 Mount Desert Street) and
(SD) Acadia Park Company (134 Main Street))

VII. BOARD MEMBER COMMENTS AND SUGGESTIONS FOR THE NEXT AGENDA

Chair Rasmussen spoke about conducting joint meeting or meetings with the Warrant Committee to attempt to resolve issues raised at their last meeting.

VIII. ADJOURNMENT

Mr. Cough moved to adjourn the meeting at 5:17 pm. Mr. Eleftheriou seconded the motion. The Board voted five in favor and none against the motion to adjourn.

Signed as approved:

John Fitzpatrick, Secretary
Planning Board, Town of Bar Harbor

Date



RECEIVED

SEP 21 2016

BAR HARBOR PLANNING BOARD
APPLICATION FOR SUBDIVISION

(as described by Article VI of the Bar Harbor Land Use Ordinance)

TOWN OF BAR HARBOR
PLANNING/CODE ENFORCEMENT

APPLICATION # SD-2014-04 DATE 9-21-2016

FEE \$ _____ MAP 104 LOT 504 USE ME D I

SUBDIVISION

SKETCH PLAN

APPLICANT :

Name Eden Builders, Inc

Address 17 C Pleasant Street

Bar Harbor, ME 04609

Telephone (207) 801-2976

Email todd@edenbuilders.com

OWNER :

Name Acadia Park Company, Acadia Corporation

Address 14 West Eden Ave

Bar Harbor, ME 04609

Telephone (207) 288-1204

Email dwoodside@theacadiacorporation.com

PROJECT REPRESENTATIVES:

Name T W Benson Land Surveying Inc

Address 29 Seal Cove Rd.

Southwest Harbor, ME 04679

Telephone (207) 244-7820

Email tom.benson@myfairpoint.net





BAR HARBOR PLANNING BOARD
APPLICATION FOR SUBDIVISION
 (as described by Article VI of the Bar Harbor Land Use Ordinance)

Please provide a complete written summary that accurately describes the project for which you seek approval (attach additional pages if necessary) :

Build a new 2 story mixed use building with
approximately 3,380 sq. ft. of 1st floor retail and
4 second floor apartments with approximately 3,440 sq. ft.

CERTIFICATION:

This application and all information submitted are true and correct to the best of our knowledge. If approval is granted, all work executed shall be performed in strict conformance with the approved application, conditions imposed by the Bar Harbor Planning Board and the Bar Harbor Land Use Ordinance. Permission is hereby granted to the Bar Harbor Code Enforcement Officer, or his/her designee, to enter and have access to the subject property at all times during and immediately upon completion of construction to ensure compliance with the approved application and the Bar Harbor Land Use Ordinance. Failure to grant such access shall result in the immediate issuance of a stop work order.

It is understood that no application shall be deemed pending until and unless it has been certified as complete by the Bar Harbor Planning Board, that the Planning Board shall not conduct substantive review, a review of the application to determine whether it complies with the standards set forth in the Bar Harbor Land Use Ordinance, until the application has been deemed complete. It is further understood that neither the submission or review of, nor public comments about a pre-application sketch plan, nor the conduct of a site inspection shall be construed to be a substantive review of the proposed development.

Applicant David B. Woodside 9-21-16
 Date
 Owner David B. Woodside 9-21-16
 Date

Revised date 3-27-12



Application Number: SV-2014-04 Applicant Name: Acadia Park Co.
 Map: 104 Lot: 504 Date: 12/24/14 Time: 10am
 Department Official: A. Chamberlain Permitted Use: MFDI
R. Osborne

**BAR HARBOR PLANNING DEPARTMENT
 SITE PLAN/SUBDIVISION APPLICATION CHECKLIST**

NOTICE TO APPLICANT: A Planning Department Official will check each item reasonably expected to be required for a complete application. Additional information not suggested by the Department, may be required. If you do not wish to submit any of the items requested, you should submit a written request for a waiver and indicate it in the waiver column. A list of waivers should then be included with the application. The original checklist and all submissions, plus nine (9) additional copies, must be submitted to the Planning Department.

By its nature, this form is merely a summary of applicable sections of the Bar Harbor Land Use Ordinance. It is not intended to replace the ordinance and does not relieve the applicant of the obligation to read the ordinance and to be in compliance with the terms.

The applicant is advised that the ordinance contains additional details and performance standards and should be consulted by the applicant in preparing a complete application.

PREAPPLICATION MEETING held on _____

1. SITE PLAN APPLICATION (10 copies)

	Exhibit	Waiver
A <input type="checkbox"/> Checklist	✓	
B <input type="checkbox"/> Property Owner's Name/Address		
C <input type="checkbox"/> Applicant's Name/Address		
D <input type="checkbox"/> Project Representatives Name/Address		
E <input type="checkbox"/> Abutters Name & Address within 300 ft. of Property Lines		
F <input type="checkbox"/> Indication of Registered Farmland within 150 ft. - <u>STAFF PROVIDED</u>		
G <input type="checkbox"/> Description of Proposed Use		
H <input type="checkbox"/> Written Authorization for Town Official Access	↓	

2. FEES PAID - Copy of Receipt

A <input type="checkbox"/> Administrative Fee	✓	
B <input type="checkbox"/> Evidence of Ordinance & Regulation Compliance - <u>STAFF PROVIDED</u>	✓	

3. TITLE and INTEREST

A <input type="checkbox"/> Current Deed or	✓	
B <input type="checkbox"/> Purchase and Sale Agreement		✓
C <input type="checkbox"/> Easements, Deed Restriction, R.O.W's, etc		✓

4. LEGAL DOCUMENTS

A <input type="checkbox"/> Proposed Easements, Covenants, Agreements, etc.		✓
B <input type="checkbox"/> Proposed Deed for Roads or Other Property to be Dedicated		
C <input type="checkbox"/> Proposed Performance and Plant Maintenance Guarantees		
D <input type="checkbox"/> For condominiums proposed declaration, By Laws, etc.		
E <input type="checkbox"/> Site Restoration Guarantee (if required)		↓

24. TECHNICAL & FINANCIAL CAPACITY

- A Cost Estimate
- B Financing Arrangements
- C Curriculum Vita of Each Professional Assoc With Project
- D Descriptions of Similar Project by Developer

Exhibit	Waiver
✓	
✓	
	✓
	✓

25. BUSINESS OPERATIONS

- A Operating Statement & Mitigation Plan
- B Employment & Operation Hours Projections
- C Operator Information (if not owner)

✓	
	✓
	✓

26. MINING

- A D.E.P. Permit where Applicable
- B Extraction Plan
- C Restoration Plan
- D Performance Guarantee for Restoration Plan
- E Washing Operation Plans
- F Evidence of Insurance

	✓
	↓
	↓
	↓
	↓
	↓

Town of Bar Harbor
Police Department Capacity Statement SEP 26 2016
 Planning Board Subdivision/Site Plan Review

Project Description:

Subdivision/Site Plan # SD-2016-04

Applicant: Acadia Park Company

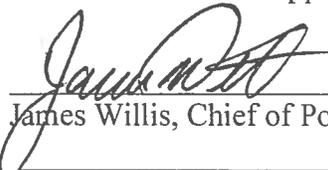
Proposed project: Construct a two-story building with a 3,976 sq. ft. footprint with one floor of commercial retail space and one floor with four dwelling units

Location: 134 Main Street

Land Use Ordinance Section	Yes	No	N/A
Article V, Site Plan Review §125-67 General Review Standards			
II. Other Municipal Services The site plan(s) demonstrate(s) that the proposed development will not cause an unreasonable burden on the Town's ability to deliver police protection.	x		

Other Comments:

The above noted application and plans dated _____ have been reviewed by this department and appear to be in compliance with the Town of Bar Harbor Land Use Ordinance and other applicable standards, unless otherwise noted above.



 James Willis, Chief of Police

Date 9/23/16

Note:

A checkmark in one of the right three columns indicates whether the plans reviewed by the department:
Yes = appear(s) to comply with the Land Use Ordinance section noted.
No = appear(s) not to comply with the Land Use Ordinance section noted.
N/A = In the opinion of the Department, the noted section of the Land Use Ordinance is not applicable to the application reviewed, and the Department has no objection to a Planning Board decision to waive this requirement as permitted by Article V, §125-63, Waiver of Submissions.

Town of Bar Harbor
Fire Department Capacity Statement
 Planning Board Subdivision/Site Plan Review

SEP 26 2016

Project Description:

Subdivision/Site Plan # SD-2016-04

Applicant: Acadia Park Company

Proposed project: Construct a two-story building with a 3,976 sq. ft. footprint with one floor of commercial retail space and one floor with four dwelling units

Location: 134 Main Street

Land Use Ordinance Article V	Yes	No	N/A
Article V, Site Plan Review §125-66 Submission Requirements			
P. Fire Protection —			
(a) The Fire Chief or his/her designee agrees that the proposed development will not cause an unreasonable burden on the Fire Department's ability to deliver fire-protection services; [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY];	✓		
(b) The Fire Chief or his/her designee has reviewed the applicant's proposed locations for fire hydrants, dry hydrants and fire pond, and other sources of water to combat fire within the development and approves of same; [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY];	✓		
(c) The Fire Chief or his/her designee has reviewed the location, dimension and construction of proposed access to the site for fire-fighting equipment and other emergency vehicles and approves of same; [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY];	✓		
(d) The Fire Chief or his/her designee, unless the Fire Chief has deferred to the State Fire Marshal's Office or unless the approval of the State Fire Marshal's Office is required by law, has reviewed preliminary construction plans for the proposed development and certifies that such plans comply in all respects with applicable Life Safety Codes (NFPA 101). [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY].			
This project will require approval by the State Fire Marshal's Office.	✓		

Land Use Ordinance Article V	Yes	No	N/A
General Review Standards: §125-67 EE, Fire Protection			
This plan meets the general review standards of the Bar Harbor Land Use Ordinance, Article V, §125-67 EE. Fire Protection (1)-(4).	✓		

Comments:

I have concerns with the proposed building blocking secondary means of egress for the property next door.

Conditions of approval (if any):

The above noted application and plans dated _____ have been reviewed by this department and appear to be in compliance with the Town of Bar Harbor Land Use Ordinance and other applicable standards, unless otherwise noted above.



 Matt Bartlett, Fire Chief

9/22/16

 Date

Note:
 A checkmark in one of the right three columns indicates whether the plans reviewed by the department:
Yes = appear to comply with the Land Use Ordinance section noted.
No = appear not to comply with the Land Use Ordinance section noted.
N/A = In the opinion of the department, the noted section of the Land Use Ordinance is not applicable to the application reviewed, and the Department has no objection to a Planning Board decision to waive this requirement as permitted by Article V, §125-63, Waiver of Submissions.

Town of Bar Harbor
Public Works Department Capacity Statement:
Streets, Stormwater, Solid Waste, and Recreation
 Planning Board Subdivision/Site Plan Review

SEP 29 2016

Project Description:

Subdivision/Site Plan # SD-2016-04

Applicant: Acadia Park Company

Proposed project: Construct a two-story building with a 3,976 sq. ft. footprint with one floor of commercial retail space and one floor with four dwelling units

Location: 134 Main Street

Land Use Ordinance Section	Yes	No	N/A
§125-67 Site Plan Review General Review Standards			
G. Streets, Sidewalks and Access — The development plans conform to the standards set forth in the Bar Harbor Land Use Ordinance. [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY].	X		
L. Stormwater management — The site plan(s) demonstrate(s) the proposed development provides adequate stormwater management in compliance with the standards of the Bar Harbor Land Use Ordinance. [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY].	X		
T. Refuse disposal — The site plan(s) demonstrate(s) the proposed development will not cause an unreasonable burden on the Town's ability to dispose of solid and liquid wastes. Detailed design plans showing all connections with existing public facilities are on file and have been approved. [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY].	X		
II. Other municipal services — The site plan(s) demonstrate(s) the proposed development will not cause an unreasonable burden on the Town's ability to deliver other necessary services, including but not limited to, road maintenance and snow removal.	X		
§125-66 Submission Requirements			
F. Recreation — The proposed development will not cause an unreasonable burden to existing recreation facilities. [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY]. Design plans for construction of or connection to public recreation	X		

facilities to be utilized or impacted by or constructed for the proposed development are on file and have been approved. [SEE BELOW FOR ADDITIONAL COMMENTS AND/OR CONDITIONS, IF ANY].

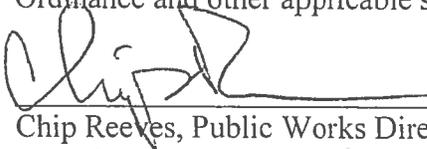
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Comments:

Conditions of approval (if any):

Coordinate Connection of Storm Drain Systems with DPW.

The above-noted application and plan(s) dated _____ have been reviewed by this Department and appear to be in compliance with the Town of Bar Harbor Land Use Ordinance and other applicable standards, unless otherwise noted above.


Chip Reeves, Public Works Director

9/29/16
Date

Note:

A checkmark in one of the right three columns indicates whether the plans reviewed by the department:
Yes = appear(s) to comply with the Land Use Ordinance section noted.
No = appear (s) not to comply with the Land Use Ordinance section noted.
N/A = In the opinion of the Department, the noted section of the Land Use Ordinance is not applicable to the application reviewed, and the Department has no objection to a Planning Board decision to waive this requirement as permitted by Article V, §125-63, Waiver of Submissions.



17 Pleasant Street, Suite C
Bar Harbor, ME 04609
edenbuilders.com
207-801-2576

TO: Robert Osborne, Planning Director
Angela Chamberlain, CEO
Town of Bar Harbor
93 Cottage Street
Bar Harbor, ME 04609

DATE: July 6, 2016
RE: Acadia Park Company
134 Main Street, Bar Harbor
Map 104 - Lot 504

Pre-Application Sketch Plan

Under cover please find the application materials for the Planning Board's Pre-application Sketch Plan.

Project Summary

The project Owner is the Acadia Corporation, a locally owned and operated company with a long history of property ownership, development, and commercial service in Bar Harbor and on MDI.

The project is located at 134 Main Street, in Downtown Bar Harbor. Our plan is to tear down an existing 1 story building of approximately 2,104 square feet with partial basement and crawl space and build a new building with a footprint of approximately 3,976 square feet. The perimeter of the new building will follow the perimeter of the building to be removed at the front portion of the new building, with additional building located to the rear of the site.

The building will be 2 stories in height with a full basement. The 1st floor use is to be commercial retail. The 2nd floor use is to be 4 apartments for seasonal housing for Acadia Corporation employees. The basement is retail storage.

Pre-Application Sketch Plan

Item C. - Written Request for waiver of submissions

Unless noted otherwise, it is our intent that the following submissions (✓) will be made with our forthcoming Site Plan/Subdivision application. Items generally marked as "NOT APPLICABLE" have been recommended by Staff as being not appropriately required by our project and/or as otherwise noted.

1. SITE PLAN APPLICATION

- A. Checklist ✓
- B. Property Owner's Name/Address ✓
- C. Applicant's Name/Address ✓
- D. Project Representatives Name/Address ✓
- E. Abutters Name & Address within 300-ft of Property Lines STAFF PROVIDED ✓
- F. Indication of Registered Farmland within 150-ft STAFF PROVIDED ✓
- G. Description of Proposed Use ✓
- H. Written Authorization for Town Official Access ✓

2. FEES PAID – Copy of Receipt

- A. Administrative Fee ✓
- B. Evidence of Ordinance & Regulation Compliance – STAFF PROVIDED ✓

3. TITLE and INTEREST

- A. Current Deed or ✓
- B. Purchase and Sale Agreement – *NOT APPLICABLE AS THE PROPERTY IS CURRENTLY MORTGAGE OWNED*
- C. Easements, Deed Restrictions, R.O.W's, etc. – *NOT APPLICABLE AS THERE ARE NO RESTRICTIONS OR RIGHT OF WAYS WHICH ARE EVIDENCED IN THE DEED*

4. LEGAL DOCUMENTS – AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT

- A. Proposed Easements, Covenants, Agreements, etc.
- B. Proposed Deeds or Roads or Other Property to be Dedicated
- C. Proposed Performance and Plant Maintenance Guarantees
- D. For condominiums proposed declarations, BY Laws, etc.
- E. Site Restoration Guaranteed (if required)

5. PERMITS

- A. Army Corps of Engineers – *NOT APPLICABLE AS THIS PROJECT IS DOWNTOWN INFILL REBUILD PROJECT*
- B. Maine D.E.P. – *NOT APPLICABLE AS THIS PROJECT IS A DOWNTOWN INFILL REBUILD PROJECT*
- C. Other – **Design Review Board** ✓ - *MAIN STREET FAÇADE ONLY – THIS APPLICATION WILL BE SUBMITTED UNDER SEPARTE COVER TO THE DESIGN REVIEW BOARD*

6. STATEMENTS OF CAPACITY & DESIGN

- A. Police – STAFF PROVIDED ✓
- B. Public Works – Solid Waste; Storm Water, Street, and Recreation - STAFF PROVIDED - *STAFF DETERMINED THAT THIS SUBMITTAL IS NOT APPLICABLE*
- C. Sewer - STAFF PROVIDED ✓

- D. Schools & Busing - *NOT APPLICABLE - THIS PROJECT IS A DOWNTOWN INFILL PROJECT AND THE RESIDENTIAL OCCUPANCY IS FOR SEASONAL EMPLOYEES*
- E. Water - STAFF PROVIDED ✓

7. DESIGN PLANS - EXCEPT FOR ITEM I, AS THIS PROJECT IS A DOWNTOWN INFILL REBUILD THE FOLLOWING ITEMS ARE NOT APPLICABLE

- A. Public Water Supply
- B. Central Private Water Supply
- C. Individual Wells
- D. Fire Hydrants, Dry Hydrants, and Fire Ponds
- E. Public Sewer
- F. Central Subsurface Wastewater System
- G. Shared Subsurface Wastewater System
- H. Stormwater Disposal System
- I. All Other Utilities, incl. Gas, Electricity, and Cable Television ✓ - *TO BE SHOWN ON FUTURE SITE PLAN SUBMITTAL*

7.1 DESIGN APPROVAL by State & Local Agencies - AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT

- A. Central Water Supply (D.H.S.)
- B. Individual Wells (D.H.S.)
- C. Central Subsurface Sewage Disposal
- D. Waste Water Discharge (D.E.P.)
- E. Curb Cut (M.D.O.T. and/or Bar Harbor Public Work Dept) - *NO PARKING OR CURB CUTS ARE PLANNED FOR THIS PROJECT*

8. MAPS & PLANS - ALL TO BE SHOWN ON FUTURE SITE PLAN SUBMITTAL

- A. Magnetic North ✓
- B. Plan Preparation Date ✓
- C. Graphic Scale ✓
- D. Owner & Application Name/Address ✓
- E. Designer, Surveyor, Engineer ✓
- F. Name of each Municipality in which the developer is located ✓
- G. Tax Map & Lot Number(s) ✓
- H. Land Use Districts ✓

9. SITE PLAN Scale not to Exceed 1"=40'-0"

- Magnetic North ✓
- Plan Preparation Date ✓
- Graphic Scale ✓
- Owner & Applicant Name/Address ✓
- Designer, Surveyor, Engineer ✓
- Name of each Municipality in which the development is located ✓
- A. Abutting Property owners with Book and Page References ✓
- B. Tax Map & Lot Number(s) ✓
- C. Land Use District(s) ✓
- D. Lot Line Dimensions (metes & bounds) ✓
- E. Lot Size in Square Feet ✓
- F. Locations of Lot Monumentations ✓
- G. Total Proposed Development Acreage - *FOR ITEMS G-M, AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT*

- H. Remaining Undeveloped Land Retained
 - I. Lot Numbers
 - J. Lots Developed/Sold with Past 5 Years
 - K. Subdivisions within 200 feet of the subject property
 - L. Existing/Proposed Contours @ 5 or 10 ft. Intervals
 - M. Items within 200 feet of the subject property
 - Buildings & Structures
 - Streets (W/names)
 - Sidewalks
 - Easements
 - Driveways, Entrances, Exits
 - N. Locations of Existing & Proposed Buildings/Structures on Site ✓
 - O. Distance between Proposed Buildings/Structures on Site
 - P. Utilities Locations - Existing/Proposed ✓
 - Q. Sign Locations - Existing/Proposed ✓ - **Design Review Board**
 - R. Open Drainage Courses, Wetlands, and Gravel Aquifers - *FOR ITEMS R-GG, AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT*
 - S. Stone Walls, Graveyards, and Fences
 - T. Significant Wildlife Habitat or Spawning Grounds Locations (I.F.&W.)
 - U. Rare and Irreplaceable Natural Areas Locations (Critical Areas Program)
 - V. Historic & Archaeological Site Locations
 - W. Wetlands & Waterbody Locations within 200-ft (regardless of size)
 - X. Shoreline
 - Y. 100 Year Flood Elevation
 - Z. Portion of the Site Subject to Routine Flood/Standing Water
 - AA. Lot Lines and Water Bodies Setbacks
 - BB. Fire Hydrants and Fire Ponds Existing/Proposed
 - CC. Fire/Emergency Equipment Site Access
 - DD. Easements/Access to Water Bodies Existing/Proposed
 - EE. Access Locations to Adjacent Undeveloped Land
 - FF. Recreations/Open Space Land Existing/Proposed
 - GG. Solid, Industrial, Chemical, Explosive or Hazardous Waste Locations
 - HH. Lot Coverage Calculations - Existing/Proposed - *NOT APPLICABLE AS ALLOWABLE LOT COVERAGE IN E1-DOWNTOWN VILLAGE I IS 100%*
 - II. Parking Locations with Dimensions, Angles, Radii, etc. - *NOT APPLICABLE, NO PARKING REQUIRED FOR THIS USE IN THIS ZONE*
 - JJ. Subdivision Name ✓
 - KK. Soil Test Pit Locations - *NOT APPLICABLE FOR THIS DEVELOPMENT*
10. MEDIUM DENSITY SOIL SURVEY - **STAFF PROVIDED** ✓
11. LANDSCAPING, BUFFERING & SCREENING PLAN - EXISTING & PROPOSED - *AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT*
12. STREET, SIDEWALK & ACCESS PLAN - *AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT*
13. E-911 - *AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT*

14. PHOTOGRAPHS

- A. Town's Aerial Photograph ✓
- B. Pictorial of Site from Public Ways, Site Location (N,S,E,W) ✓
 - Existing Improvements within 200-ft
 - Existing Vegetation within 200-ft - *NOT APPLICABLE AS THERE IS NO EXISTING VEGETATION IN THE AREA WHICH AFFECTS OUR DEVELOPMENT*
 - Other Physical and Natural Features within 200-ft - *NOT APPLICABLE AS THERE ARE NO EXISTING OTHER PHYSICAL OR NATURAL FEATURES IN THE AREA WHICH AFFECTS OUR DEVELOPMENT*

15. SUBSURFACE WASTEWATER DISPOSAL - *AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT*16. GROUNDWATER - to be extracted - *AS THIS IS NOT A "TRADITIONAL" SUBDIVISION THESE ITEMS ARE NOT APPLICABLE TO OUR PROJECT*17. EROSION & SEDIMENT CONTROL PLAN - *AS THIS AN DOWNTOWN INFILL PROJECT WITH MINIMAL DEVELOPMENTAL GRADING ISSUES, EROSION CONTROL SHOULD NOT BE REQUIRED FOR THIS PROJECT AND IS THUS NOT APPLICABLE*

- A. Erosion & Sedimentation Control Plan

18. FIRE PROTECTION

- A. Statement from Bar Harbor Fire Chief - STAFF PROVIDED ✓
 - Development Impact on Fire Protection Service ✓
 - Approval of Hydrant and Fire Pond Locations ✓
 - Approval of Access Plans ✓
 - Life Safety Codes (NFPA 101) Certification ✓
- B. State Fire Marshall's Office Preliminary Approval ✓

19. SOLID & HAZARDOUS WASTE

- A. Description, Amount and Nature of Solid and/or Hazardous Waste ✓
FOR ITEMS i - iii, NO HAZARDOUS WASTE WILL BE GENERATED BY THIS USE SO THESE ITEMS ARE NOT APPLICABLE
 - Copy of Applicable Fed & State Regs for Spec. & Hazardous Waste
 - Copy of Applicable Fed & State Permits for Spec. & Hazardous Waste
 - Method of Transport, Storage, Disposal and Material Handling

20. BUILDING PLANS & ELEVATIONS

- Magnetic North ✓
- Plan Preparation Date ✓
- Graphic Scale ✓
- Owner & Applicant Name/Address ✓
- Designer, Surveyor, Engineer ✓
- Tax Map & Lot Number(s) ✓
- Land Use District(s) ✓
- Name of each Municipality in which the development is located ✓
- A. Floor Plans of All Levels of All Structures ✓
- B. All Elevations Indicating height - Propose Exterior Materials and Colors ✓
- C. Proposed Use of All Floors ✓
- D. Seating Capacity - Restaurants only - *NOT APPLICABLE TO THIS USE*

21. LIGHTING PLAN ✓ Design Review Board
 - A. Exterior Lighting Details Existing & Proposed ✓
 - B. Types of Fixture with Manufacturer's Specification Sheets ✓
 - C. Radius of Intensity of Illumination ✓

22. SIGNS
 - A. Design Details Existing & Proposed ✓ Design Review Board

23. TRAFFIC IMPACT - *THE EXISTING VS PROPOSED USE OF THIS SITE WILL NOT INCREASE THE TRAFFIC DEMAND. - NOT APPLICABLE AS AGREED WITH PLANNING STAFF - WAIVER REQUESTED*

24. TECHNICAL AND FINANCIAL CAPACITY
 - A. Cost Estimate ✓
 - B. Financing Arrangements ✓
 - C. Curriculum Vita of Each Professional Assoc With Project - *NOT APPLICABLE AS AGREED WITH PLANNING STAFF - WAIVER REQUESTED*
 - D. Descriptions of Similar Project by Developer - *NOT APPLICABLE AS AGREED WITH PLANNING STAFF - WAIVER REQUESTED*

25. BUSINESS OPERATIONS
 - A. Operating Statement & Mitigation Plan - *NOT APPLICABLE AS AGREED WITH PLANNING STAFF - WAIVER REQUESTED*
 - B. Employment & Operation Hours Projections ✓
 - C. Operator Information (if not owner) ✓

26. MINING - *NOT APPLICABLE*

EXHIBIT A

A certain lot or parcel of land, together with the buildings thereon, situated in Bar Harbor, Hancock County, Maine described as conveyed in the Deed of Distribution from Harvard D. Higgins, Personal Representative of the Estate of Joyce H. Higgins, to Harvard D. Higgins and Dorothy B. Higgins, as joint tenants, dated February 24, 1994, and recorded in Book 2228, Page 242 in the Hancock County, Maine, Registry of Deeds as follows:

"All and the same premises described as conveyed in Warranty Deed from Marguerite Giles to Harvard D. and Dorothy B. Higgins, as joint tenants, dated September 12, 1960 and recorded in Book 871, Page 137 of the Hancock County, Maine, Registry of Deeds, said premises being described in said deed as follows:

'a certain lot or parcel of land, together with the buildings thereon, situated in said Bar Harbor and bounded and described as follows:

Beginning at a point in the sidewalk in the Easterly side of Main Street in the Town of Bar Harbor, Maine said point also marking the Southwesterly corner of a lot of land belonging to Nathan and Frances Zalta. Thence South eighty-four degrees and thirty minutes East (~~S 84° 30' E~~) and always following the Southerly line of land belonging to Nathan and Frances Zalta, sixty and eight tenths feet (60.8') of an iron pipe driven in the ground; thence North twelve degrees and thirty-four minutes East (N 12° 34' E) and always following the Easterly line of land belonging to Nathan and Frances Zalta and the Easterly line of a lot of land belonging to Edward D. Brown thirty-one and ninety-five one hundredths feet (31.95') to a point marking the Northeasterly corner of land belonging to Edward D. Brown; thence North five degrees and fifteen minutes East (N 5° 15' E) and following an easterly line of land belonging to The Wards Inc., six feet (6.0') to an iron pipe driven in the ground; thence South eighty-four degrees and zero minutes

East (S 84° 00' E) and always following a Southerly line of land belonging to The Wards Inc., thirty-six and sixty six one hundredths feet (36.66') to an iron pipe driven in the ground; thence North seven degrees and forty-five minutes East (N 7° 45' E) and always following an Easterly line of land belonging to The Wards Inc., and an easterly line of land belonging to the Inhabitants of the Town of Bar Harbor, thirty nine and six tenths feet (39.6') to an iron pipe driven in the ground; thence South eighty-three degrees and fourteen minutes East (S 83° 14' E) and always following the Southerly line of land belonging to the Inhabitants of the Town of Bar Harbor and a Southerly line of land belonging to Ernest Brado, fifteen and three tenths feet (15.3') to an iron pipe driven in the ground; thence South seven degrees and twenty-seven minutes West (S 7° 27' W) ninety-seven and five tenths feet (97.5') to an iron pipe driven in the ground; thence South eighty-nine degrees and ten minutes West (S 89° 10' W) twenty-three and seven tenths feet (23.7') to a fence post marking the Northeasterly corner of land belonging to Atwood R. and Viola P. Farrell; thence North Seventy-nine degrees and eight minutes West (N 79° 08' W) and always following the Northerly line of land belonging to Atwood R. and Viola P. Farrell, thirty-three and one tenths feet (33.1') to a point in the Easterly line of a lot of land belonging to William M. Roberts; thence North twelve degrees and thirty-four minutes East (N. 12° 34' E) and always following the Easterly line of land belonging to William M. Roberts eleven and five tenths feet (11.5') to an iron pipe driven in the ground, said iron pipe also marking the Northeasterly corner of land belonging to William M. Roberts; thence North eighty degrees and zero minutes West (N 80° 00' W) and always following the Northerly line of land belonging to William M. Roberts, sixty feet more or less (60') to a point on the Easterly side of Main Street; thence North twelve degrees and thirty-four minutes East (N 12° 34' E) and always following the Easterly side of Main Street five feet (5.0') to the point of beginning and containing 4250 square feet or 0.0975 acres.

Together with a right of way for all purposes of a way ten feet in width leading from Albert Meadow Road as shown on a plan entitled Lot Sub-division for Marguerite Giles, Town of Bar Harbor, Maine, July 1960 by Robert Raynes, Surveyor.

Excepting and reserving, however, to the grantor herein her heirs and assigns forever so much of the above described right of way as crosses the above described lot or parcel of land.

Meaning and intending to convey Parcel #2 as shown on said plan above referred to which plan is recorded in the Hancock County, Maine Registry of Deeds, Plan Book 8, Page 92.

Together with and subject to all rights, privileges and easements effecting the same as they may appear of record in said Hancock County Registry of Deeds.

The grantees for themselves, their heirs and assigns in consideration of the within conveyance and by the acceptance of this deed covenant and agree with the grantor, her heirs and assigns and for the benefit of all other owners of lots shown on said plan, that the grantee will pay one-fifth the expense of maintenance and repair of the roadway shown on said plan during the time said grantee is the owner of the within described lot and further agrees to insert a like covenant in any deed of transfer of the within described lot."

EXCEPTING, AND NOT HEREBY CONVEYING, the premises described as conveyed in the deed from Harvard D. Higgins, et al. to Richland Peat Corp., dated April 18, 1962 and recorded in Book 906, Page 157 in the said Registry of Deeds as follows:

"Beginning on the east side of Main Street at the northeast corner of land formerly of William M. Roberts; thence northerly but always following the easterly side line of Main Street five (5) feet to the southwest corner of land formerly of Zalta; thence South eighty-four degrees thirty minutes East (S. 84° 30' E.) but always following the southern line of said land of Zalta sixty and eight-tenths (60.8) feet to the southeastern corner of said land of Zalta; thence South twelve degrees thirty-four minutes West (S. 12° 34' W.) nine and three-tenths (9.3) feet to the northeast corner of said land formerly of William M. Roberts; thence North eighty degrees West (N. 80° W.) but always following the northern line of said land of Roberts sixty (60) feet to the place commenced at.

This conveyance is expressly made upon the following condition subsequent that when the Grantee or its assigns

BK2897PG116

builds on the premises herein conveyed or on the lot immediately north of said premises, it will lay a one inch copper tubing from the building line on Main Street in said Bar Harbor easterly to the southwest corner of the porch on the house of the Grantors, said tubing to be laid at the depth of the mains of the Bar Harbor Water Company, and to be used by the Grantors and their assigns."

The said Harvard D. Higgins died on March 17, 1995.

2000 FEB -2 AM 9:22

REGISTER OF DEEDS
HANCOCK COUNTY SS.
Marilyn Robinson

REGISTER

Ret: J. B. B. B.



Paul R. LePage
GOVERNOR

STATE OF MAINE
Department of Public Safety
Office of State Fire Marshal
52 State House Station
Augusta, ME 04333-0052

John E. Morris
COMMISSIONER

Joseph E. Thomas
STATE FIRE MARSHAL

June 21, 2016

Todd Hardy
Eden Builders, Inc.

RE: Acadia Park Company retail/apartments building

Todd,

Upon preliminary review of the above reference project with you at our office, I have not noticed any concerns with the conceptual design for this project. This does not constitute a complete plan review and approval. This will be done once our office receives a full set of construction documents along with the required Construction Permit applications for the project.

Please let me know if you have any questions or concerns on this matter.

Thank you,

Richard Nason CFPE CFI I
Plans Examiner
Maine State Fire Marshals Office
45 Commerce Drive
Augusta, Maine 04333-0165
Office 207-626-3884
Fax 207 287-6251
richard.c.nason@maine.gov
<http://www.maine.gov/dps/sno/index.htm>

PREVENTION * LAW ENFORCEMENT * RESEARCH

OFFICES LOCATED AT: 45 CIVIC CENTER DRIVE, AUGUSTA, MAINE 04330
(207) 626-3870 ADMINISTRATION/ INVESTIGATIONS (207) 287-3659 TDD (207) 287-6251 FAX
(207) 626-3880 INSPECTIONS/ PLANS REVIEW



27. SOLID & HAZARDOUS WASTE STATEMENT

Trash generation is expected to be as is typical of other retail and residential uses in town. Trash removal and recycling from the retail space will occur daily or as otherwise required, in the early morning hours at the street side before the store is open. It will be removed by the Acadia Corporation personnel. The apartments will be supplied by 2-4 commercial grade rolling trash cans separated for trash and recycling. They will be located on the south patio. Apartment dwellers shall be responsible to deliver their trash to the containers. The Acadia Corporation personnel will empty the containers of trash and recycling 2 times per week.



To: Bar Harbor Planning Board
From: Dave Woodside, President-The Acadia Corporation
Date: September 21, 2016
Re: Financial Capacity-134 Main Street Building Project

The Acadia Corporation is the parent company of Acadia Real Estate Holding Company LLC, which owns the real estate at 134 Main Street.

Construction of the new two story building at 134 Main Street is estimated to cost \$1,250,000. Acadia Real Estate Holding Company has been approved for financing in the amount of \$1,350,000 which encompasses financing for the present land and buildings, the new building, shop fixtures, and apartment furnishings. The Acadia Corporation will provide additional capital from corporate assets of at least \$250,000.

The Acadia Corporation, formed in 1932, is a local, closely held corporation. Its stockholders are comprised primarily of members of several local families. The company, through its real estate holding company, owns several additional retail and commercial properties in Bar Harbor and the town of Mt. Desert. With a net worth in excess \$4,000,000, the company possesses the resources to support the proposed building project.

Mailing Address:
Acadia Corporation
14 West Eden Ave.
Bar Harbor, ME 04609

General Office (207)-288-1204
Purchasing (207)-288-9357
Fax (207)-288-1263

www.acadiashops.com
payables@theacadiacorporation.com

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Project Name: Acadia Park Company
 Design Firm: Todd Hardy
 Date: May 18, 2016

Owner: Acadia Corp
 Contractor: E. L. Shea, Inc.
 Prepared by: Rob Shea



CSI Div.	Division Name	Total	Cost %
1	General Conditions		
	Supervision, temporary facilities, cleaning, disposal	\$ 54,386	4.41%
2	Demolition & Removals - Included in Division 31		
3	Concrete - Included in Division 31		
4	Masonry - N/A		
5	Metals - N/A		
6	Wood & Plastics		
	Wall framing, sheathing, interior trim & casework	\$ 234,983	19.06%
7	Thermal & Moisture Protection		
	Insulation, roofing, siding, flashing, exterior gypsum	\$ 112,882	9.16%
8	Doors & Windows		
	Windows, Doors & Hardware	\$ 57,842	4.69%
9	Finishes		
	Interior gypsum sheathing, painting, flooring	\$ 196,323	15.93%
10	Specialties		
	Toilet and bath accessories, fire extinguishers, signage	\$ 9,153	0.74%
11	Equipment		
	Supply & install appliances	\$ 21,104	1.71%
12	Furnishings - N/A		
13	Special Construction - N/A		
14	Conveying Systems - N/A		
21	Sprinkler Systems		
	Sprinkler - Basement, Retail & Apartment levels	\$ 44,984	3.65%
22, 23, 25	Mechanical		
	Plumbing, Heating, HVAC, controls	\$ 162,504	13.18%
26	Electrical		
	Electrical	\$ 107,377	8.71%
31	Site Work & Concrete		
	Excavation, backfill, erosion control, foundation, slab	\$ 214,255	17.38%
	Sales tax	\$ 16,795	1.36%
	Total Project Estimate	\$ 1,232,587	100.00%



To: Bar Harbor Planning Board
From: Dave Woodside, President-The Acadia Corporation
Date: September 21, 2016
Re: Employment and Operating Hours-134 Main Street Building Project

The proposed new two story building will house an approximate 3,380 sq. ft. retail shop on first floor named "Acadia Park Company". The shop will include outdoor and park related apparel, footwear, and gear. The company currently operates a shop by the same name in a 1400 sq. ft. leased space at 62 Main St. in Bar Harbor which will be relocated to the new building.

The second floor of the building will provide employee housing for up to 16 employees for employees of both this retail operation and other Acadia Shop locations in Bar Harbor. The housing is divided into four two-bedroom units. Each bedroom of each apartment will have a separate living/dining area and bathroom with a small common kitchen for each apartment. This design will allow for greater tenant privacy and will readily accommodate working couples.

We expect to operate the retail shop for seven months from approximately mid-April to mid-November, with possible hours through Christmas. Shop hours will range from 9 a.m. to 5 p.m. in the early spring and late fall with the closing time extending to 11 p.m. in July and August. The employee housing will be occupied for a similar time period. Both the retail shop and the employee housing are expected to be closed during the winter.

We expect to employ a manager on a forty-week basis and up to eight seasonal employees. As mentioned above, we will house up to sixteen employees in the apartments with some tenants employed at other Acadia Corporation retail shops. In order to maintain optimum tenant behavior standards, all tenants will be employed by the Acadia Corporation.

Mailing Address:
Acadia Corporation
14 West Eden Ave.
Bar Harbor, ME 04609

General Office (207)-288-1204
Purchasing (207)-288-9357
Fax (207)-288-1263

www.acadiashops.com
pavables@theacadiacorporation.com

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To: Bar Harbor Planning Board
From: Dave Woodside, President-The Acadia Corporation
Date: September 21, 2016
Re: Operator Information-134 Main Street Building Project

The Acadia Corporation, through its wholly owned operating company, Bar Harbor Company, LLC will be the operator for both the retail shop and the employee housing in the proposed building.

The Acadia Corporation, formed in 1932, is a local, closely held corporation. Its stockholders are comprised primarily of members of several local families. The company, operates seven retail stores and an ice cream and fudge shop all located in downtown Bar Harbor. It also operates general offices and a merchandise warehouse in the Town Hill section of Bar Harbor. The company also owns employee housing and a storage building in Seal Harbor village in the town of Mt. Desert.

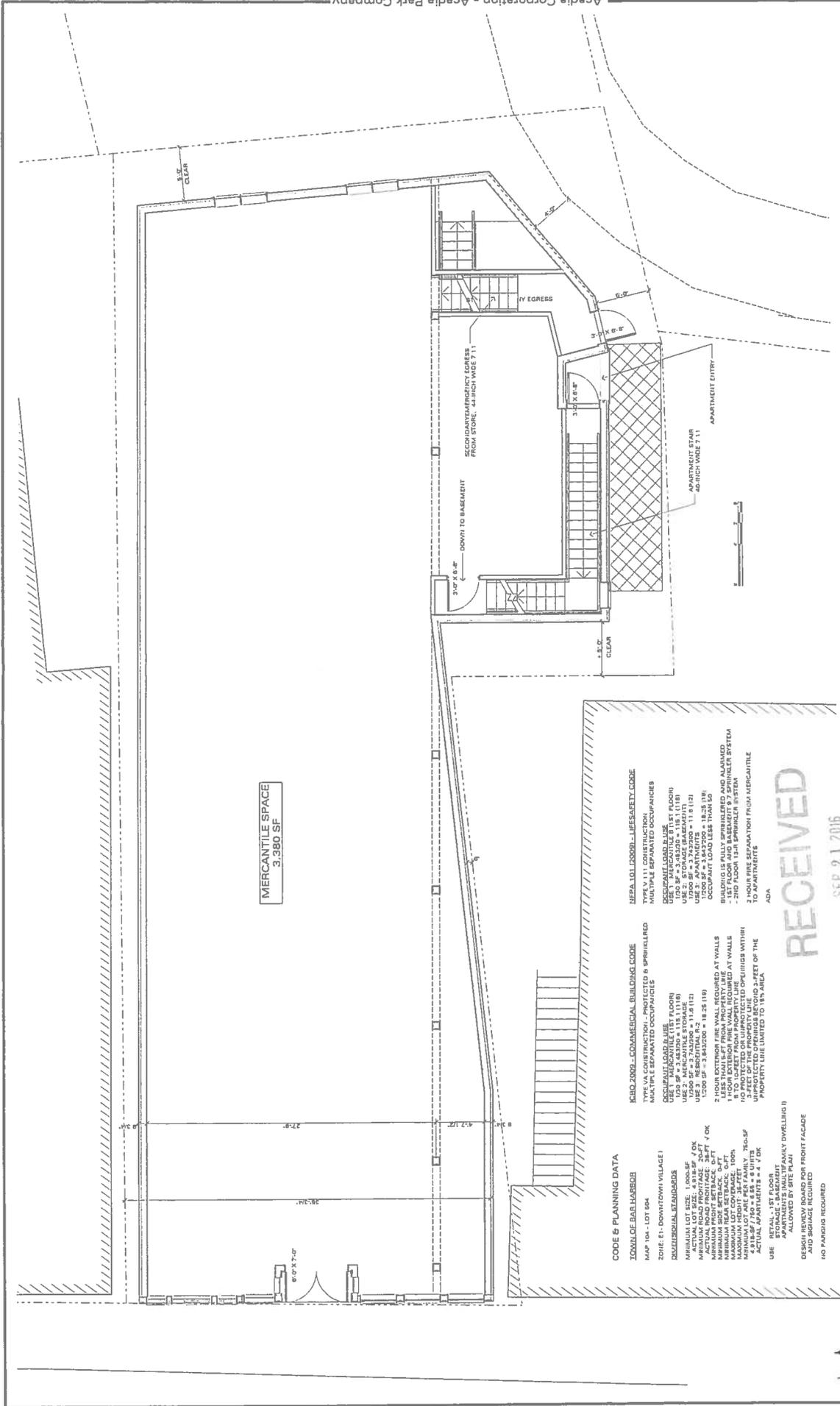
The company operated retail shops in Acadia National Park from 1933 to 2013, as well as the Jordan Pond House restaurant and adjacent employee dormitory. The company has operated retail shops in Bar Harbor since 1976 and has expanded its downtown retail presence since the loss of the Acadia National Park concession contract.

Acadia Corporation is very experienced retailer in the Bar Harbor area with a long-tenured management team. We also are experienced operators of employee housing facilities, which we believe represent a key to success in the Bar Harbor market.

Mailing Address:
Acadia Corporation
14 West Eden Ave.
Bar Harbor, ME 04609

General Office (207)-288-1204
Purchasing (207)-288-9357
Fax (207)-288-1263

www.acadiashops.com
payables@theacadiacorporation.com



MERCANTILE SPACE
3,380 SF

CODE & PLANNING DATA
 TOWN OF BAR HARBOR
 MAP 104 - LOT 604
 ZONE: E1 - DOWNTOWN VILLAGE
 REGULATIONS:
 MINIMUM LOT SIZE: 4,000 SF
 MINIMUM ROAD FRONTAGE: 24 FT
 MINIMUM FRONT SETBACK: 5 FT
 MINIMUM REAR SETBACK: 5 FT
 MAXIMUM HEIGHT: 24 FT
 MAXIMUM FLOOR AREA: 10,000 SF
 ACTUAL APARTMENTS: 4 / OK
 USE: RETAIL 1ST FLOOR
 APARTMENTS (MULTIFAMILY DWELLING II)
 ALLOWED BY SITE PLAN
 DESIGN AND CONSTRUCTION REQUIREMENTS:
 100 PARKING REQUIRED

1800.2002 - COMMERCIAL BUILDING CODE
 TYPE VA CONSTRUCTION - PROTECTED SPRINKLER
 MULTIPLE SEPARATED OCCUPANCIES
 OCCUPANT LOAD:
 U104 SF = 24,300 = 118 (118)
 U106 SF = 2,742,000 = 118 (121)
 U120 SF = 2,832,000 = 18 (25 (19))
 2 HOUR EXTERIOR FIRE WALL REQUIRED AT WALLS
 1 HOUR WALLS FROM PROPERTY TO ADJACENT
 15 TO 10 FEET FROM PROPERTY LINE
 5 FEET OF THE PROPERTY LINE TO REDUCER WITHIN
 PROPERTY LINE LIMITED TO 15% AREA

NEPA 101.0008 - LIFE SAFETY CODE
 TYPE V 111 CONSTRUCTION
 MULTIPLE SEPARATED OCCUPANCIES
 OCCUPANT LOAD:
 U104 SF = 24,300 = 118 (118)
 U106 SF = 2,742,000 = 118 (121)
 U120 SF = 2,832,000 = 18 (25 (19))
 OCCUPANT LOAD LESS THAN 50
 BRIDGES AND SPILLWAYS
 2 HOUR FIRE SEPARATION FROM MERCANTILE
 TO APARTMENTS

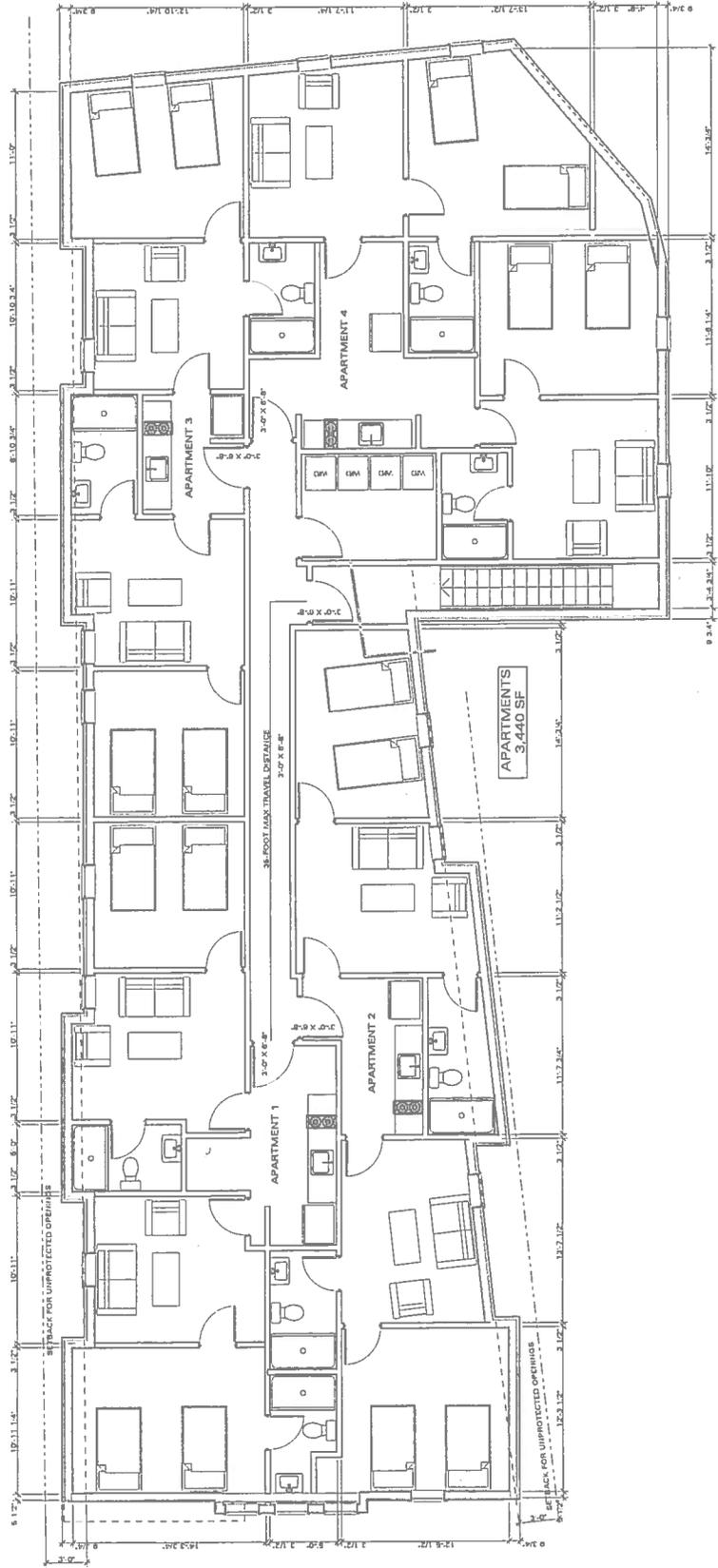
RECEIVED
 SEP 21 2016
 TOWN OF BAR HARBOR
 PLANNING CODE ENFORCEMENT



SCALE: 1/4" = 1'-0"
 CLIENT: Acadia Corporation
 PROJECT: Acadia Park Company
 134 Main Street, Bar Harbor, 04609

TITLE: 1ST FLOOR PLAN
 SHEET 1 OF 01

REVISIONS:
 08-01-16 2D REVIEW
 08-01-16 2D REVIEW
 08-04-16 SITE
 09-21-16 SUBMITTAL

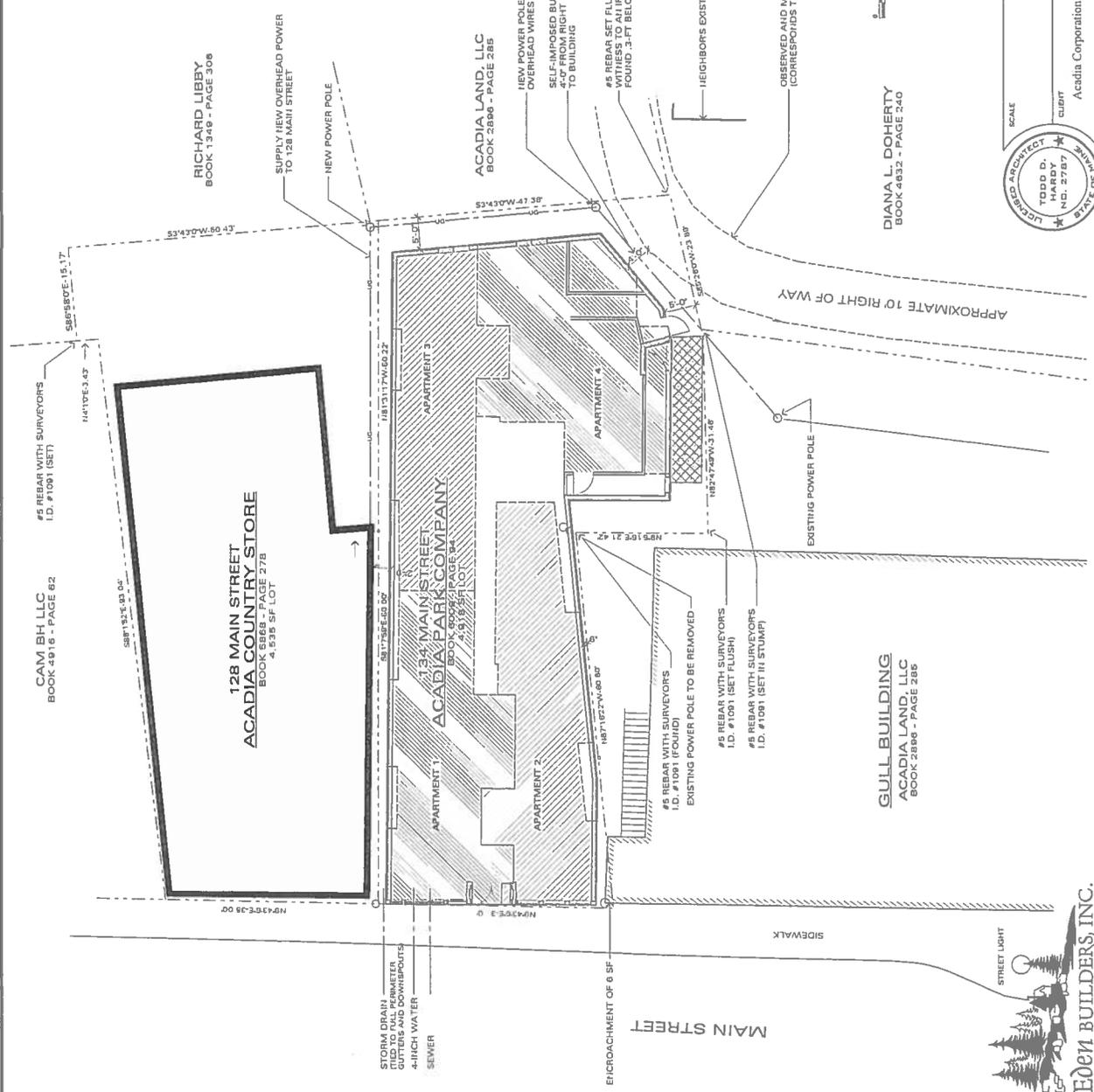


REVISIONS 04/17/18 CODE REVIEW 05/01/18 SUBDIVISION		02 SHEET OF
SCALE SEE PLAN	TITLE 2ND FLOOR PLAN	PROJECT Acadia Park Company 134 Main Street, Bar Harbor, 04609
CLIENT Acadia Corporation	ARCHITECT TODD D. HARDY REG. 57787	





DEEP PLAN NOT TO SCALE



DIANA L. DOHERTY
BOOK 4832 - PAGE 240



SCALE

TITLE

SITE PLAN

REVISION
08-04-16 01B
08-21-16 SUBDIVISION

03

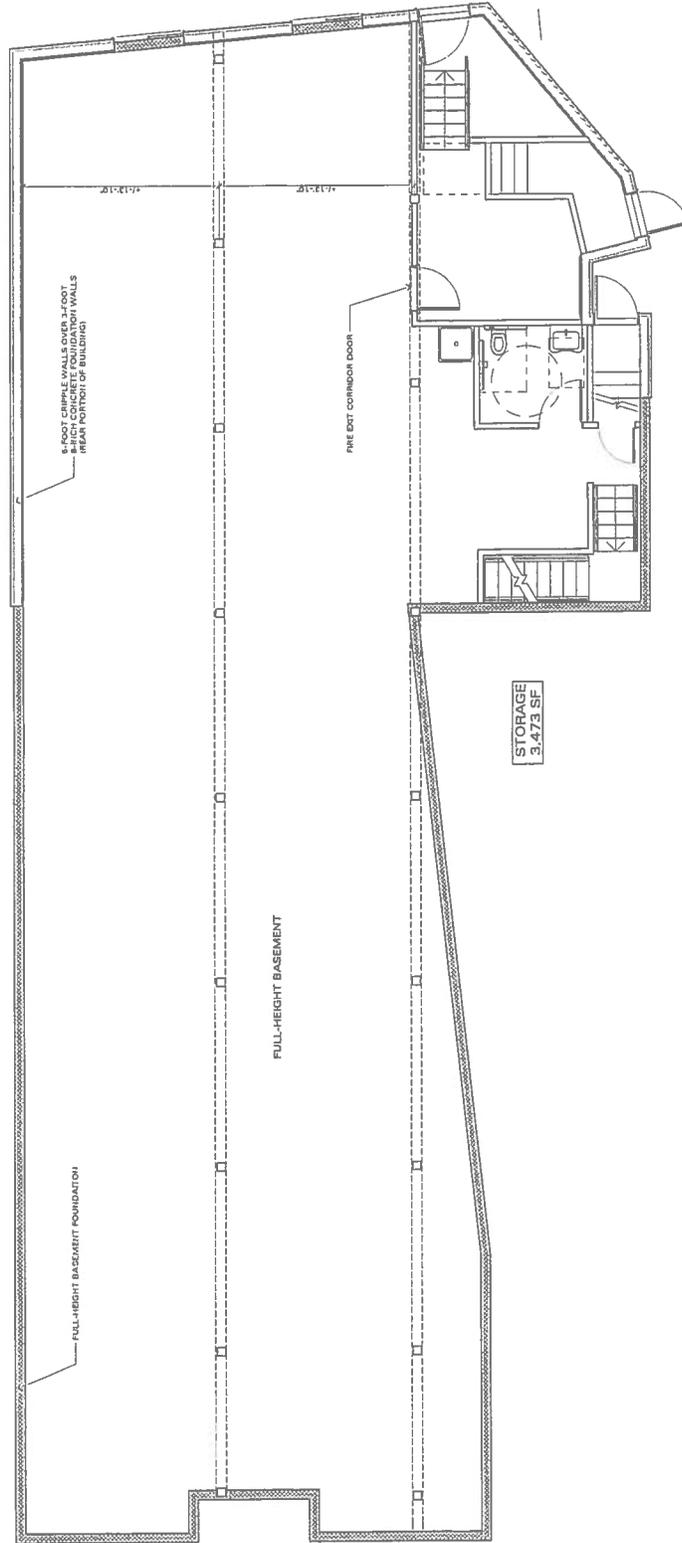
SHEET 3 OF

PROJECT
Acadia Corporation
Acadia Park Company
134 Main Street, Bar Harbor, 04609

NOTE:
ALL SITE RELATED INFORMATION REGARDING
PROPERTY LINES, EXISTING BUILDING LOCATIONS,
EASEMENTS, ETC. IS BASED ON THE SURVEY
BY SURVEY PREPARED BY EDWARD P. JACKSON
P.L.S. #1081 DATED AUGUST 2016. ARCHITECT MAKES
NO WARRANTY AS TO THE ACCURACY OF THE
INFORMATION PROVIDED.



Eden Builders, Inc. 2014



	SCALE	1/4" = 1'-0"	TITLE	BASEMENT PLAN	REVISIONS	04
	CLIENT	Acadia Corporation	PROJECT	Acadia Park Company 134 Main Street, Bar Harbor, 04609	DATE	03.18.14 08.17.16 CODE REVIEW 09.21.16 SUBMITTAL
SHEET		SHEET 4 OF				



Eden Builders, Inc.

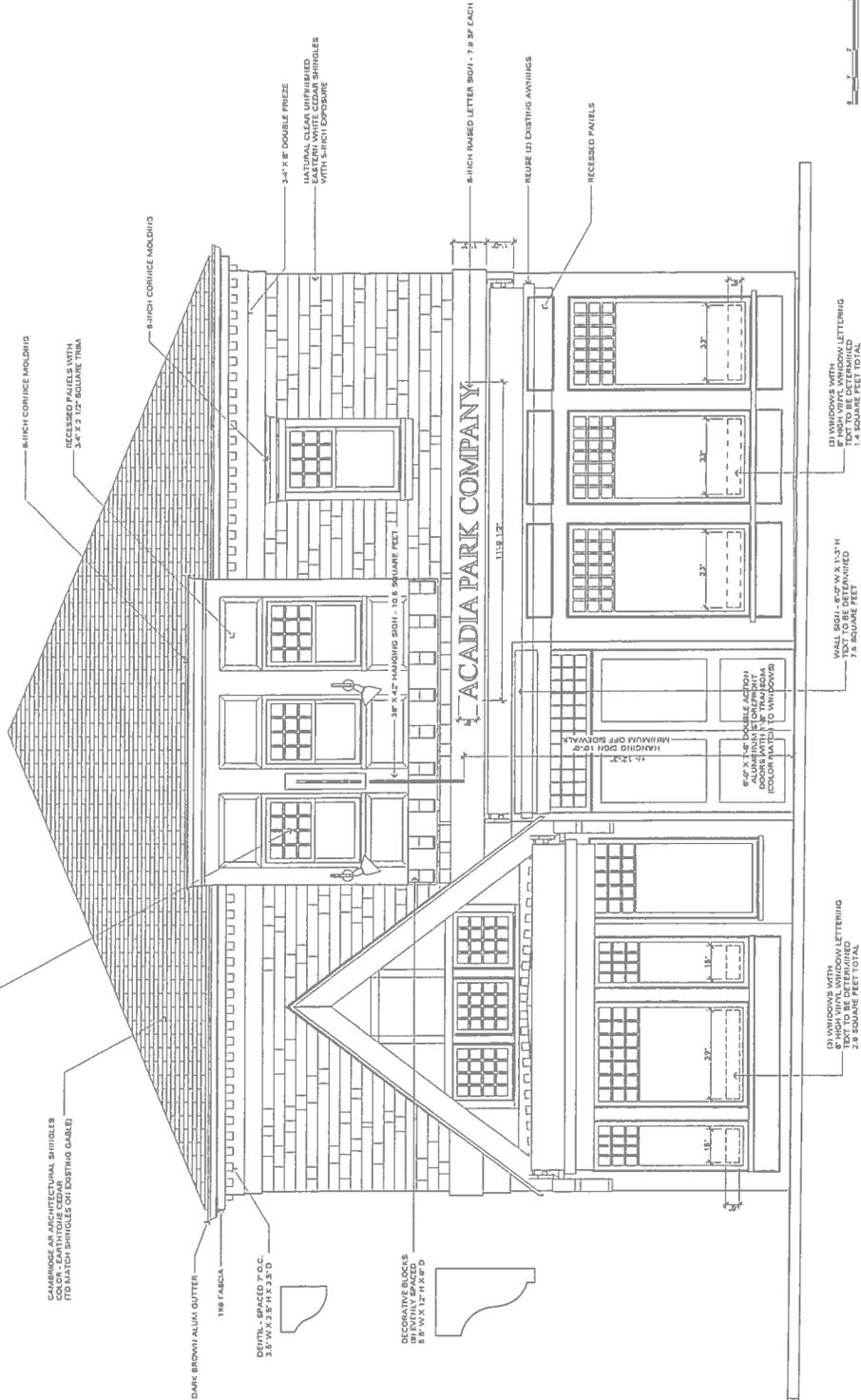
SIGNAGE CALCULATIONS
 RAISED LETTERS: 10.5 SF
 WINDOW VINYL LETTERS 1: 7.9 SF
 WINDOW VINYL LETTERS 2: 2.9 SF
 ENTRY WALL: 7.5 SF
 TOTAL: 30.2 SF
 ROAD FRONTAGE = 38 FT
 ALLOWABLE SIGNAGE = 38 FT X 2 = 76 SF



38' X 38' HANGING SIGN



38' X 42' HANGING SIGN



ISSUED: 08.08.08 09.09.10.08 09.21.10 SUBVISION 1	05
SHEET 5 OF	
SCALE	TITLE
PROJECT	Acadia Corporation
ARCHITECT	Acadia Park Company
134 Main Street, Bar Harbor, 04689	

EDEN BUILDERS, INC.

134 Main Street, Bar Harbor, ME 04689

TEL: 207.647.1234 FAX: 207.647.1235

WWW.EDENBUILDERS.COM

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EDEN BUILDERS, INC. IS AN EQUAL OPPORTUNITY EMPLOYER.



ISSUED 08 04 18 DRB 08 04 18 SUBDIVISION		06 SHEET 6 OF	
SCALE TODD D. ARCHITECT INDIANAPOLIS, IN LICENSE NO. 2787	TITLE MAIN STREET PERSPECTIVE	CLIENT Acadia Corporation	PROJECT Acadia Park Company 134 Main Street, Bar Harbor, 04609



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MEMORANDUM

DATE: SEPTEMBER 30, 2016
TO: BAR HARBOR PLANNING BOARD
FROM: ROBERT OSBORNE, PLANNING DIRECTOR
RE: PARKING, HOUSING AND FERRY TERMINAL LUO AMENDMENTS

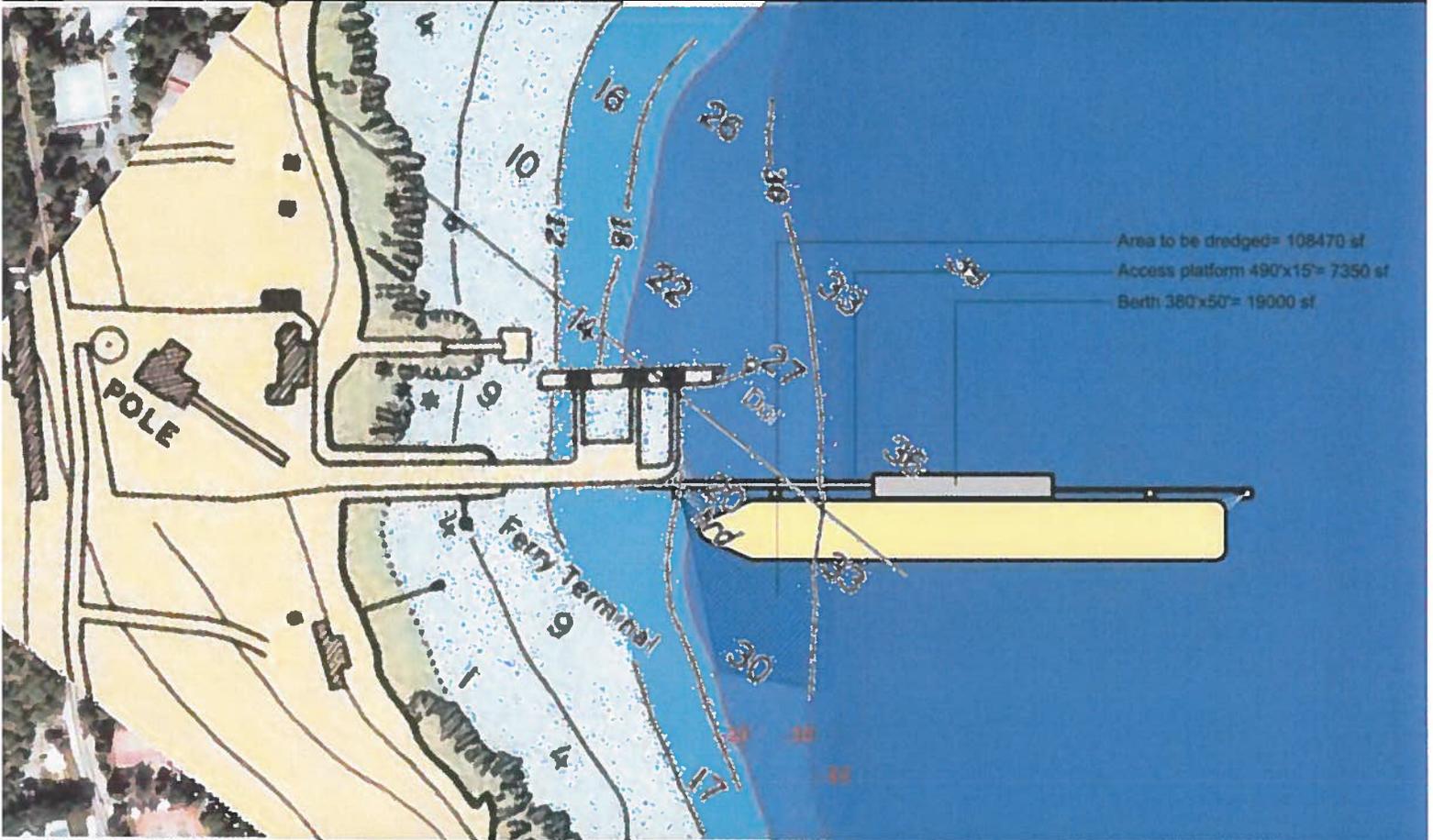
The purpose of this memorandum is to address the topic content and process for Land Use Ordinance amendments to work on in the coming weeks and months.

With regard to the draft parking amendments what staff proposes is to redraft the warrant articles as follows: Parking lots – draft the question to establish all of the districts where parking lots are proposed. Parking decks – draft the question to establish the definition and all of the districts where parking decks are proposed. Parking garage – draft the question to establish the definition and all of the districts where parking garages are allowed. Off-site parking – draft the question to establish the conditions under which the planning board can approve off-site parking.

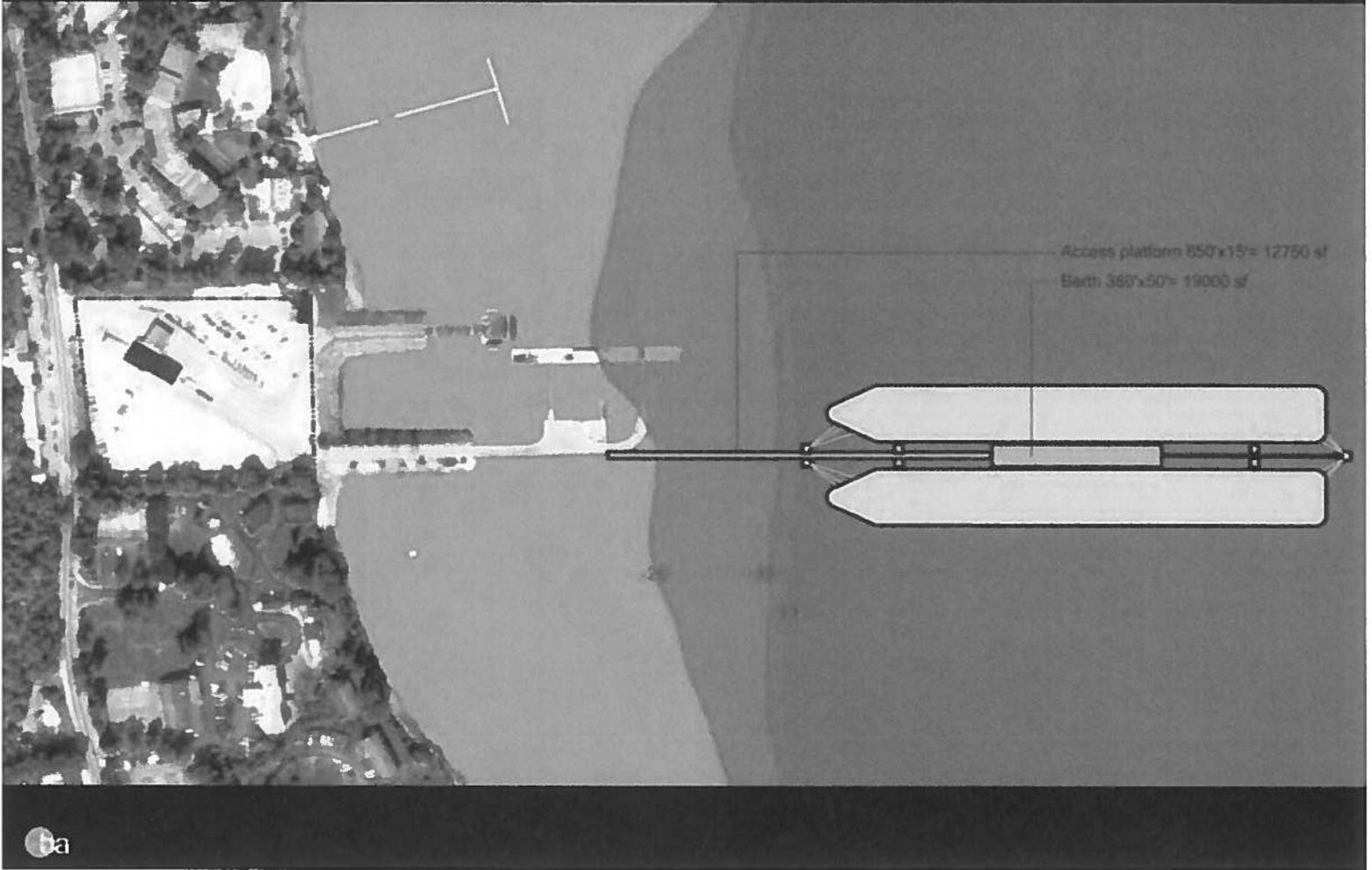
With regard to the draft housing amendments what staff proposes is a simple amendment to the Downtown Village I & II districts that removes the minimum area per family standard.

With regard to the ferry terminal what staff proposes is to proceed with meetings for the discussion and establishment of standards.

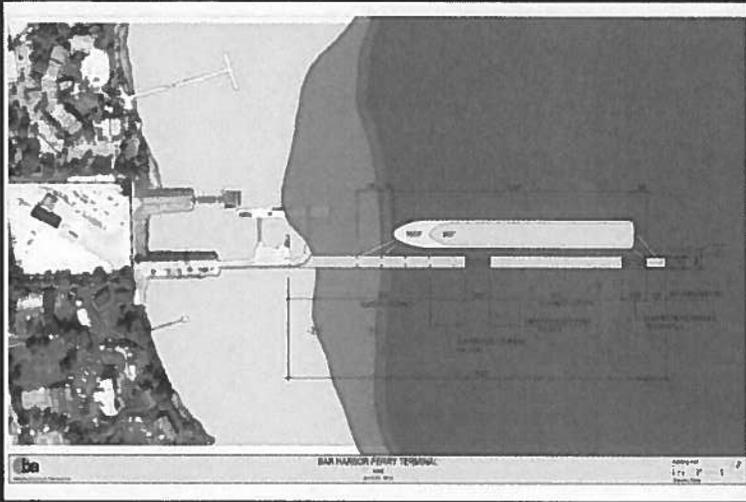
Pier - close in



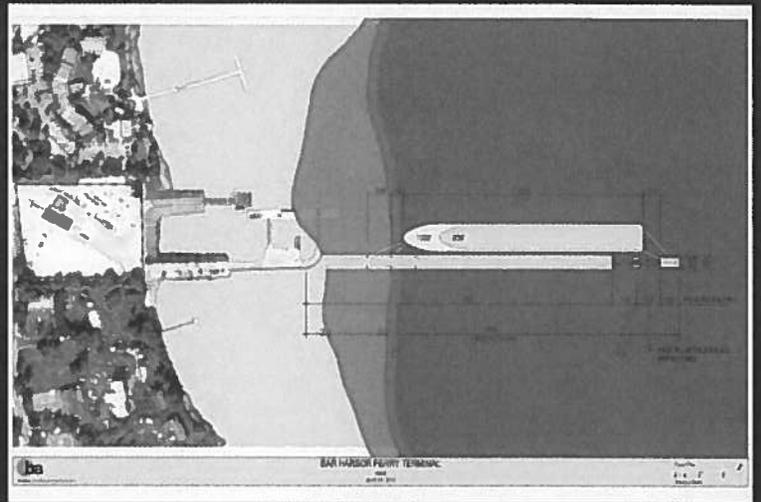
Deep water pier - (no dredging)



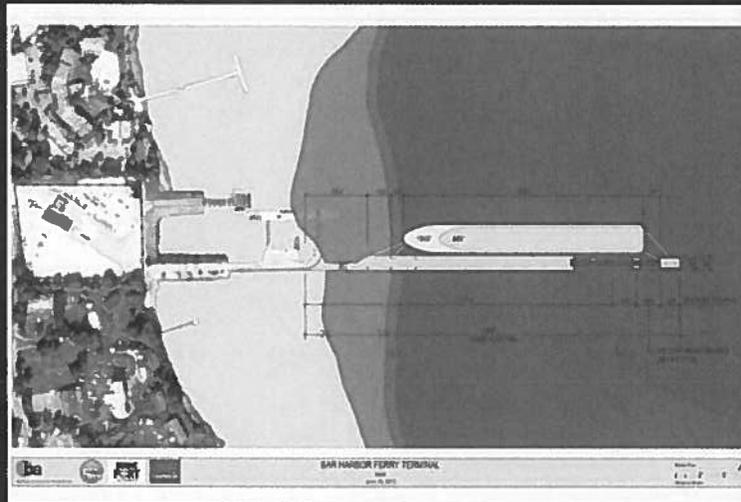
Pier variants



FLOATING



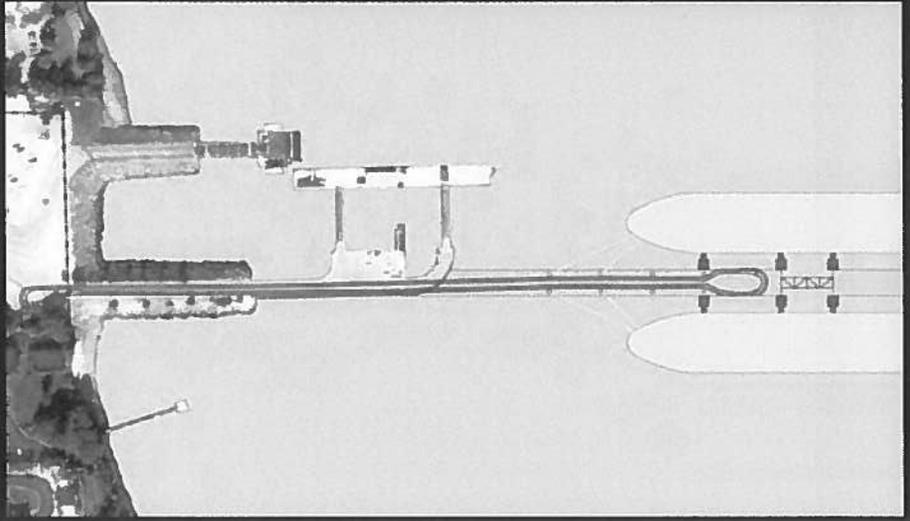
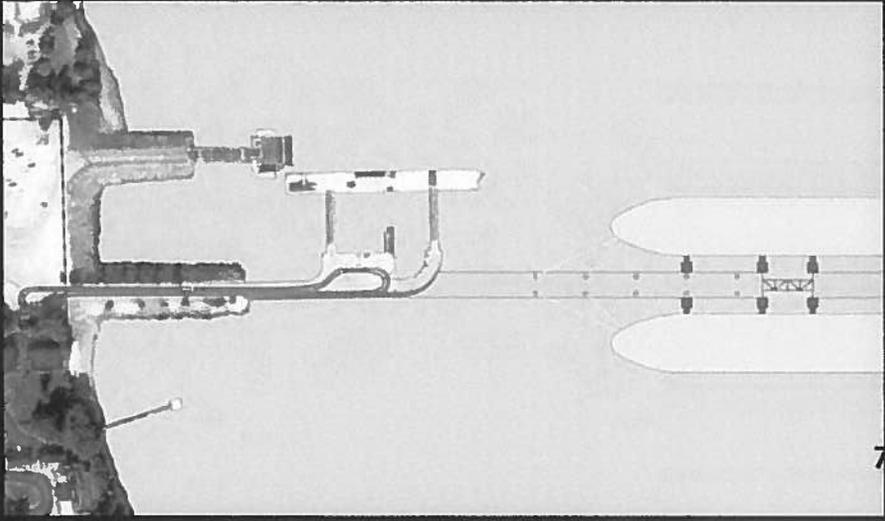
FIXED



VE SOLUTION



Walking distances

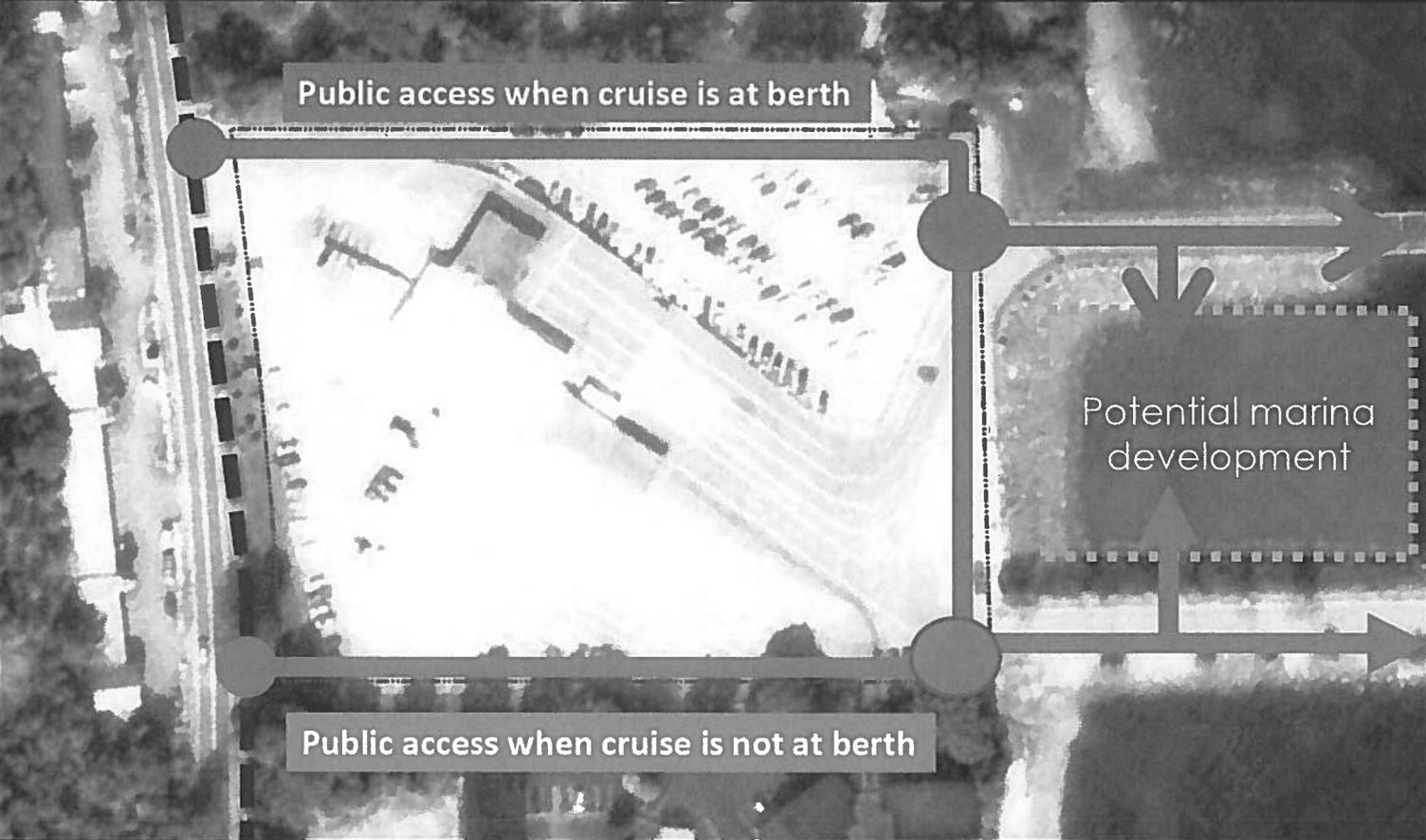


Public access corridors

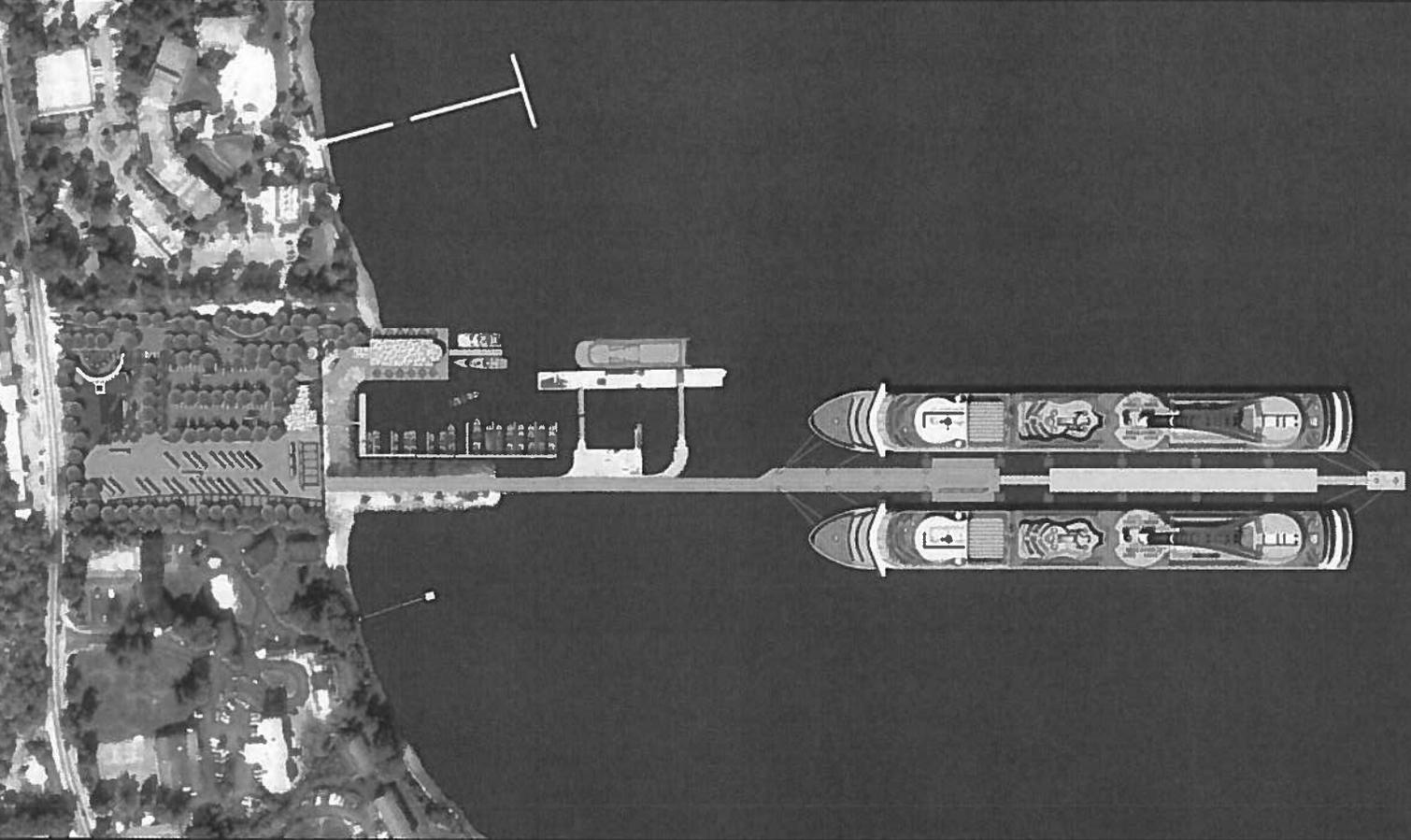
Public access when cruise is at berth

Public access when cruise is not at berth

Potential marina development



General vision concept





Submitted to satisfy conditions of PB Approval

BAR HARBOR PLANNING BOARD
APPLICATION FOR SITEPLAN

(as described by Article V of the Bar Harbor Land Use Ordinance)

APPLICATION # SD-2016-05 DATE 7/18/16
FEE \$ _____ MAP 104 LOT 452 USE Hotel

APPLICANT :

Name H&P Enterprises LLC

Address P.O. Box 551 : Bar Harbor, ME C

Telephone 207-841-1586

Email hastings.peter@gmail.com

Planning Board 9/20/16
✓ FM Permit
✓ FM Email/Statement
✓ Permit Maps
✓ Gross Area Calculation

OWNER :

Name _____

Address _____

Telephone _____

Email _____

PROJECT REPRESENTATIVES:

Name Peter D.A. Hastings

Address P.O. Box 551 : Bar Harbor, ME 04609

Telephone 207-841-1586

Email hastings.peter@gmail.com



STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
OFFICE OF STATE FIRE MARSHAL
45 COMMERCE DR STE 1
AUGUSTA, ME 04333-0001

Construction Permit

No.23857

In accordance with the provisions of M.R.S.A. Title 25, Chapter 317, Sec.317 and Title 5, Section 4594-F, permission is hereby granted to construct or alter the following referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from application form/plans shall be made without prior approval in writing. Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions.

Each permit issued shall be displayed at the site of construction.

Building: ACADIA HOTEL ANNEX
Location: 16 MOUNT DESERT ST, BAR HARBOR, ME 04609-1782
Owner: H&P ENTERPRISES LLC
Owner Address: PO BOX 551, BAR HARBOR, ME 04609-0551

Occupancy Type: Business
Secondary Use: Hotel/Dormitories
Use Layout: Mixed Use
Supervised Sprinkler System
Monitored Fire Alarm System
Barrier Free
Construction Mode: New Building
Protected Wood Frame: Type V (111)
Final Number of Stories: 4

Permit Date: 09/19/2016 **Expiration Date:** 03/18/2017

A handwritten signature in black ink, appearing to read 'John E. Meyer'.

COMMISSIONER OF PUBLIC SAFETY

RECEIVED

SEP 20 2016

Copy 1 - Owner

TOWN OF BAR HARBOR
PLANNING CODE ENFORCEMENT

ORIGINATION FEE: Waived

PROCESSING FEE: \$1,500.

DURATION: Eight Month draw period converting to a Twenty-Five fully amortizing loan.

ADVANCING CONSTRUCTION COMMITMENT REQUIREMENTS:

The advancing construction commitment will be used for the expansion of the Borrower's facility located at 16 & 20 Mount Desert Street, Bar Harbor, Maine. The Loan proceeds shall be advanced by Bank to an account maintained with the Bank by the Borrower, or at Bank's election, directly to suppliers in accordance with the terms of a construction loan agreement. Draws on the Loan will require compliance with the terms of the construction loan agreement, including a detailed breakdown of costs submitted on a standard Application, Certificate for Payment form signed by the appropriate parties along with applicable lien waivers and copies of invoices to be paid. Requests are to be presented to the Bank no more frequently than twice a month with disbursements to be made within Five (5) business days after presentment. The Bank will have a Bank Officer or an agent hired by Bank to perform periodic inspections in conjunction with Borrower's Clerk of Work and Contractor. Any individual or total change orders exceeding the amount set aside as contingency within the proposed budget for construction shall require the written consent of the Bank.

REPAYMENT: During the initial Eight (8) months funds will be advanced upon compliance with the terms of the Construction Loan Agreement to be entered into between Bank and Borrower. During the initial Eight (8) months of the Loan, Borrower will make monthly payments of interest only, to be paid in arrears, based on the principal balance outstanding. Beginning on the Ninth (9) month from the date of closing, Borrower will make seasonal payments to Bank of principal and interest pursuant to a certain promissory note until Twenty-Five (25) years from the date of closing, on which date the principal balance, together with all interest and other charges, will be due and payable in full.

PREPAYMENT PENALTY: None

COLLATERAL: Security for this Loan and/or Guaranty shall be:

- (a) A first priority commercial mortgage on real estate property and improvements thereto located at 16 & 20 Mount Desert St., Bar Harbor, Maine 04609, recorded in the Hancock County Registry of Deeds.

- (b) a first perfected security interest in any leases and the right to rents between the Borrower and the Borrower's tenants occupying the above mentioned collateral property. There shall also be a collateral assignment of all sources of revenue generated by any real estate, which secures this Loan;
- (c) a first perfected security interest on all accounts receivable, rents, contract rights, inventory, equipment, furniture and fixtures and general intangibles, together with all other personal property utilized in or for the commercial purpose of this Loan whether now owned or hereafter acquired;

The Borrower shall not transfer, sell, assign or encumber title or beneficial ownership of all or any portion of the assets securing the Loan without the written permission of the Bank. The failure of the Borrower to comply with any requirements/conditions of this commitment or the note, mortgage or security agreement without the written permission of the Bank shall result in the Loan debt becoming immediately due and payable.

CROSS-COLLATERALIZATION: In addition to the Loan, the collateral shall secure all obligations, debts and liabilities, plus interest thereon, of Borrower to the Bank, whether now existing or hereafter arising.

RIGHT OF SETOFF: The Bank reserves a right of setoff in all Borrower's accounts with the Bank. The Borrower authorizes the Bank, to the extent permitted by applicable law, to charge or setoff all amounts owed against any and all such accounts, and, at the Bank's option, to administratively freeze all such accounts to allow the Bank to protect its charge and setoff rights.

REAL PROPERTY MARKETABLE TITLE AND LIEN PRIORITY: The Borrower shall provide to the Bank a loan policy of title insurance which shall be in accordance with the following:

The Borrower may select its own attorney to prepare the requested policy of title insurance issued by a title insurance company approved by the Bank. If the Borrower does not select its own attorney, then the Bank's counsel will prepare the attorney's policy of title insurance at the Borrower's expense for the sole benefit of the Bank. The title insurance policy must secure the Bank in the total amount of the loan indicating that the Bank's mortgage is a first priority and that the Borrower has good and marketable title to the premises, free and clear of all liens, encumbrances and exceptions other than those approved by the Bank. The Bank's legal counsel may review all title documentation, title insurance commitments, policies of title insurance and all title opinions. Whether or not this transaction is

completed, it is the Borrower's sole obligation to pay all expenses of the title examination, including attorney's fees, survey costs, and all other incidental expenses.

DOCUMENTATION PREPARATION: The Bank reserves the right to prepare or request the Bank's counsel to prepare all documents pertaining to this loan on behalf of and for the benefit of the Bank.

SURVEY: The Borrower, at the Borrower's sole expense, shall provide the Bank and the Bank's counsel, (in an acceptable form) no later than two (2) weeks prior to closing with a mortgage loan inspection sketch prepared by a Maine registered land surveyor indicating that it is not a boundary survey (also known as a Category 3 Survey).

FIRE AND EXTENDED COVERAGE INSURANCE: The Borrower shall provide commercial fire and extended coverage insurance for the maximum insurable value of the collateral described above. The policy shall be an "all-risk" policy. In addition, the Borrower shall provide evidence of flood insurance if the property is now or at any time subsequent to loan closing located in a federally designated flood district, and shall provide evidence of comprehensive general liability insurance. The amounts of coverage shall be satisfactory to the Bank. Co-insurance will not be allowed on any policies of casualty insurance. The Bank shall appear as mortgagee or loss payee, as appropriate, for each policy of coverage. All policies of fire and extended coverage and flood insurance on real estate must contain the so-called "standard mortgagee clause". All policies must provide for written notice to the Bank at least 30 days prior to cancellation.

APPRAISAL: An appraisal dated June 10, 2016 will satisfy appraisal requirements.

HAZARDOUS WASTE & TOXIC SUBSTANCES: Borrower shall be required to demonstrate prior to closing compliance with all environmental regulations and/or requirements of local, state or federal government. Evidence of said compliance in such form as Bank may request shall be submitted to Bank not less than Five (5) business days prior to closing, including any Voluntary Response Action plans and related certifications, orders and/or letters of the Maine Department of Environmental Protection or any other regulatory authority. Bank reserves the right to disapprove the Loan if Bank is not satisfied with evidence of compliance with environmental laws.

Borrower expressly represents to Bank that the Property has not in the past been used, is not presently being used, and will not in the future be used for the handling, storage, transportation, or disposal of hazardous or toxic materials other than incidental use

of small quantities of such materials commonly used in commercial operations, all of which use has been in full compliance with all applicable laws and regulations. Borrower agrees to indemnify, defend, and hold harmless from and against any loss to Bank as a result of past, present or future transportation, or disposal of hazardous or toxic materials and/or noncompliance with environmental laws or orders of any environmental regulatory authority.

Borrower agrees to complete an Environmental Questionnaire in such forms as Bank may require. If, in the sole judgment of the Bank, the results of the Environmental Questionnaire raise environmental concerns, Bank may require, as an additional condition to closing, or after the closing if Bank so determines, an environmental audit (Phase I or Phase II) prepared by an independent engineer, retained by Bank or commissioned by Borrower and accepted to Bank. The audit, if required, must contain conclusions satisfactory to Bank and must evaluate (i) whether any hazardous water or other toxic substance are present in soil or water are or adjacent to the subject property, and (ii) whether the operations at the subject property comply with all air quality and other applicable environmental laws. For this purpose, Bank reserves itself and its agents the right upon reasonable notice to enter and investigate the subject property and to take such samples as it in its sole discretion may deem necessary or appropriate. If contamination is reasonably foreseeable as a result of the audit, Bank reserves the right to undertake a broader soil and groundwater sampling. All reasonable costs incurred in connection with the initial audit and subsequent audits performed shall be paid by Borrower. Bank reserves the right to disapprove the Loan in the event that the Environmental Questionnaire or any environmental audit is not satisfactory to Bank.

COMPLIANCE WITH LAW: The Loan is subject to satisfactory compliance with all applicable Federal, State and Local laws, regulations, ordinances and statutes including, but not limited to:

- (a) evidence that the Borrower is not a foreign person within the meanings of §1445 of the Internal Revenue Code;
- (b) the Underground Oil Storage Tank Act as set forth in 38 M.R.S.A. §563 (6);
- (c) the Subsurface Wastewater Disposal System as set forth in 38 M.R.S.A. §435;
- (d) satisfactory assurances of compliance with handicapped access laws including 42 U.S.C. §12101 *et seq.* and satisfaction of compliance with all other pertinent regulations; and
- (e) evidence of compliance with all pertinent regulations and laws involving

lead paint.

The Bank may require Borrower's counsel to provide favorable written opinion regarding these issues.

LEGAL OPINIONS OF BORROWER'S COUNSEL: The Borrower's counsel shall provide to the Bank at closing an opinion of counsel (at the Borrower's cost) satisfactory to the Bank and the Bank's counsel (i) stating that all Loan documents have been duly authorized, executed and delivered by the Borrower, (ii) indicating the due organization, legal existence and good standing of the Borrower and any general partner of the Borrower in its state of organization together with the State of Maine, and (iii) stating that there is no action, suit or proceeding pending or threatened against or affecting the Borrower and/or any general partner of the Borrower before any court, administrative agency, arbitrator or governmental authority. Copies of the opinion of the Borrower's counsel shall be forwarded to the Bank's counsel no less than two (2) weeks prior to closing.

BORROWER'S REPRESENTATIONS: The Borrower represents and warrants to the Bank as follows:

- (a) The Borrower is fully authorized to execute this Agreement and all other agreements and documents pertaining to the Loan, and such execution will not violate any law, ordinance, regulation, bylaw, or articles of incorporation.
- (b) The financial condition of the Borrower has not changed since the date of its loan application. All financial data submitted are true and correct.
- (c) All taxes, whether federal, state or local, due from the Borrower have been paid or accrued and appropriate tax returns have been filed.
- (d) The Borrower will grant to the Bank all necessary security instruments, titles, and interests as agreed herein.
- (e) Neither the Borrower nor any company of which the Borrower is or was a principal owner has been in receivership, been adjudicated as bankrupt or insolvent, made an assignment for the benefit of creditors, or been prosecuted in any criminal proceedings.
- (f) The Borrower will make all payments of principal and interest on the Loan and will comply with every covenant, term, and condition of this agreement.
- (g) The Borrower agrees to pay for an appraisal of the Bank's security if requested by the Bank, for the duration of the Loan.
- (h) The proceeds of this Loan will be used only in connection with business/commercial purposes.

- (i) The Borrower will comply with and observe all laws and ordinances relating to the property, and the current and proposed uses of the property do not violate any law or ordinance.
- (j) There is no action, suit or proceeding pending or threatened against or affecting the Borrower and/or any general partner of the Borrower before any court, administrative agency, arbitrator or governmental authority.

NO WAIVER BY LENDER: The Bank will not be deemed to have waived any rights under this commitment unless such waiver is given in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right will operate as a waiver of such right or any other right. A waiver by the Bank of a provision of this commitment will not prejudice or constitute a waiver of the Bank's right otherwise to demand strict compliance with that provision of this commitment. No prior waiver by the Bank, nor any course of dealing between then Bank and Grantor, will constitute a waiver of any of the Bank's rights or off any of the Grantor's obligations as to any future transactions. Whenever the consent of the Bank is required under this commitment, the granting of such consent by the Bank in any instance will not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the Bank.

INDEMNIFICATION: The Borrower agrees to protect, defend, and hold harmless the Bank and its directors, officers, and employees from any claim, demand, suit, or action or other proceeding whatsoever by any person or entity whatsoever, and any expenses or damages, including charges of counsel, arising or purportedly arising from or in connection with this loan or the transaction contemplated thereby or actions taken thereunder.

DEPOSIT ACCOUNTS: The rate and terms of this commitment and any and all existing commitments are in express reliance on the Borrower's maintenance of a meaningful deposit relationship with the Bank.

NON-ASSIGNABILITY OF COMMITMENT: This commitment is expressly offered only to the Borrower and only for the purposes described herein. This commitment may not be assigned without the written permission of the Bank.

PRIORITY OF AGREEMENT: This agreement supersedes all prior representations, agreements, and other prior dealings between the parties, written or oral. The terms of this commitment may not be waived or altered orally or in writing, directly or by implication, by correspondence or otherwise, except by written amendment signed by all parties hereto and explicitly expressing the intention to amend this commitment.

BORROWER'S AGREEMENT TO ADDITIONAL TERMS: The Borrower agrees and acknowledges that this commitment does not contain all terms, conditions, remedies and documents which the Bank will require in order to process the Loan and agrees to comply with the standard requirements for security, repayment and enforcement of rights as the Bank may require. The Borrower agrees to fully cooperate and adjust existing documents including the signing of new documents if corrections are needed. This agreement extends to all Loan closing documentation if deemed necessary or desirable in the discretion of the Bank.

INCORPORATION INTO LOAN DOCUMENTS: The Bank and the Borrower agree that this commitment shall survive the Loan closing contemplated hereunder and that each and every one of the obligations and undertakings of the Borrower and any Guarantor set forth in this commitment shall be continuing obligations and undertakings and shall not cease or terminate until the entire Loan, together with all interest, fees and any other amounts which may accrue pursuant to this commitment or the Loan documents executed pursuant hereto, shall have been paid in full. This commitment is conditional upon express compliance with the above terms and conditions and those of the Loan documents.

DOCUMENTATION AND LEGAL EXPENSES/ADDITIONAL EXPENSES: The Borrower shall be responsible for the expenses of all legal work to document this transaction. All instruments executed and delivered in connection with the closing of the Loan shall be in form and substance satisfactory to the Bank's counsel. All other matters relating to the law shall be made to meet the satisfaction of such counsel. All expenses incurred by the Bank to document this transaction will be borne by the Borrower regardless of whether the Loan is actually closed or the financing is consummated.

CROSS DEFAULT: A default in any outstanding Loan by the Borrower to the Bank or to any public authority or lending institution will be considered as a default of this Loan.

EVENTS OF DEFAULT: This debt will be considered to be in default in the event that any of the following occur:

- (a) the Borrower shall fail to comply with any material term, condition or requirement contained in this commitment and any Loan documents;
- (b) any representation, warranty, statement, certification, schedule or report made or furnished in connection with this commitment and the Loan transaction set forth herein shall prove to have been false or misleading in any material respect at the time made or furnished; or
- (c) the Borrower shall become insolvent or shall apply for, or be the object of,

any proceedings or arrangement of relief from creditors or otherwise shall suffer a material adverse change in financial condition.

FINANCIAL CONDITIONS:

- (a) Financial Statements. Borrower shall furnish to Bank within Thirty (30) days of filing a complete copy of the federal income tax returns prepared a firm of certified public accountants acceptable to the Bank. Guarantors shall furnish to Bank within Thirty (30) days of filing their federal income tax returns along with an updated Personal Financial Statement annually. All financial statements shall be in form and content acceptable to the Bank. Bank may also require such interim financial statements as Bank deems appropriate.
- (b) Negative Pledge. Borrower will not, during the term of the Loan, create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security, interest, charge or encumbrance on any of its property, nor will it file, or permit to be filed, any financing statement naming it as a debtor.

CLOSING DATE: The Loan shall be closed and all conditions shall be satisfied on a date and time mutually acceptable to Bank and Borrower, but no later than October 14, 2016, which time is of the essence.

Upon written request by Borrower to Bank, together with then current financial statements of Borrower and Guarantors satisfactory to Bank, Bank may, in its sole discretion, extend the closing date for an additional Thirty (30) days. Nothing contained herein shall obligate Bank to extend the closing date. No extension shall be valid unless in writing and signed by an officer of Bank.

If closing does not occur on or before October 14, 2016, or as otherwise set forth in a writing approved by Bank approving an extension, as stated above, Bank shall have no further obligations hereunder.

HANDICAPPED ACCESS: Borrower shall provide evidence satisfactory to Bank that the proposed construction to be financed with the proceeds of the Loan will comply with all applicable provisions of the Americans with Disabilities Act of 1990 and the Maine Human Rights Act, including any rules and regulations promulgated there under, as well as any other laws or ordinances relating to equal access to public accommodations. Upon the

completion of such construction, Borrower will provide evidence satisfactory to Bank that such construction does so comply.

WRITING REQUIREMENT: No forbearance or other accommodation relating to this commitment or the Loan may be enforced against the Bank unless it is in writing and signed by the Bank. Pursuant to Title 10 M.R.S.A. § 1146, the Borrower acknowledges notification that any promise, contract or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of a debt for more than \$250,000.00 must be in writing and signed by the party charged with the promise, contract or agreement or that party's authorized representative for an action to be maintained.

This commitment may be terminated by the Bank at any time upon discovery, by the Bank, of a material adverse change in or any misrepresentations or erroneous statements about the Borrower's position with respect to solvency, credit worthiness, government regulation or any other substantial factor. In the event of such termination, the Bank is entitled to collect and retain all fees herein required of the Borrower. Such termination shall become effective upon the mailing of notice of termination by the Bank by certified first-class mail to the Borrower at the address shown on this commitment.

This commitment shall not become effective unless it is accepted in writing by the Borrower and the Guarantor on or before September 2, 2016. Such acceptance is to be made by signing and returning to the Bank the original of this commitment letter. Lastly, also please complete the enclosed Environmental Risk Assessment Questionnaire for each property securing the Loan and return it with the original of this letter.

We look forward to working with you and truly appreciate the opportunity of doing so.

Sincerely,

Jon Nicholson, Senior Vice President

[X] The following attorney is hereby authorized to provide the policy of title insurance for the benefit of the Bank.

MEMORANDUM

To:

Jennifer L. Bartlett, Public Safety Inspector
Office of state Fire Marshal
52 State House Station
Augusta, ME 04333-0052

From:

Peter Hastings
The Acadia Hotel - Downtown
PO Box 551
Bar Harbor, ME 04609

Subject: Adjoining Rooms

Thank you for your quick response. Please let this memorandum act as the official statement you requested per your attached email.

- *The dedicated adjoining rooms located in the new addition and referenced in the attached email dated August 17th 2016 will not be sold independently of each other as long as the currently hotel layout remains as is.*
- *If at any point in time we eliminate any current hotel rooms from the existing hotel, these rooms may be converted to separate hotel rooms as long as our total number of rooms meets local and state codes.*
- *Future structural, lot, and parking additions may warrant a revisit of this issue, at that point and time the State's Fire marshal office will be contacted as well as local officials.*

Thank you again, and please feel free to contact me if you have any questions.

Sincerely,



Peter D. Hastings
The Acadia Hotel- Downtown

RECEIVED

SEP 20 2016

TOWN OF BAR HARBOR
PLANNING/CODE ENFORCEMENT

Sent on
8/12/16

----- Forwarded message -----

From: Bartlett, Jennifer L <Jennifer.L.Bartlett@maine.gov>
Date: Wed, Aug 17, 2016 at 12:29 PM
Subject: RE: Acadia Hotel
To: "Dennis Riley, PE" <dennis.riley.pe@gmail.com>

Hi Dennis,

As submitted, the drawings show 6 guest rooms, each with their own entrance/exit and bathroom with 2 of the guest rooms having adjoining doors.

As is typical in hotels, the rooms may be rented individually by independent parties utilizing all 6 guest rooms, or a single party may rent 2 adjoining rooms and have access to both through the adjoining doors. The code is mindful of the flexibility needs with guest accommodations which gives allowances for an adjoining doors and has eliminated the closer requirement.

If the intent is to only rent the guest rooms with the adjoining doors at the same time as a suite and not independently, please provide a statement from the hotel stating the two 2 room suites will always be rented as 1 suite and will not be rented out as 2 separate rooms unless the current hotel configuration changes.

Regards,
Jenn

*Jennifer Bartlett, CFPE, CFI-1
Inspector II
Maine State Fire Marshal's Office
45 Commerce Dr., Suite 1
Augusta, Maine 04333-0165
[207-557-0519](tel:207-557-0519) cell
[207 287-6251](tel:207-287-6251) fax
jennifer.l.bartlett@maine.gov*

<http://www.maine.gov/dps/fmo/index.htm>

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Acadia Hotel
Peter Hastings
Mt. Desert Street
Bar Harbor, ME 04609

September 8, 2016

ACADIA HOTEL SQUARE FOOTAGE

4TH FLOOR:

HOTEL = 266.25 S.F.
APARTMENT = 898.68 S.F.
RETAIL = 0

Total Hotel Sq.F.
5,877.75

3RD FLOOR:

HOTEL = 2,134.0 S.F.
DECKS = 150.0 S.F.
APARTMENT = 0
RETAIL = 0

2ND FLOOR:

HOTEL = 2,134.0 S.F.
DECKS = 150.0 S.F.
APARTMENT = 0
RETAIL = 0

1ST FLOOR:

HOTEL = 1,343.5 S.F.
RETAIL # 1 = 543.5 S.F.
RETAIL # 2 = 332.0 S.F.
TOTAL RETAIL = 875.5 S.F.
APARTMENT = 0

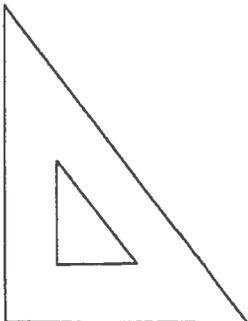
RECEIVED

SEP 20 2016

TOWN OF BAR HARBOR
PLANNING/CODE ENFORCEMENT

ROBERT L. HARDEN

architectural design



p.o. box 131 • hancock, me 04640
telephone: 207.422.3409
cellular: 207.479.0707
email: rharden@hardendasian.com