

Listed below are key characters (in bold) for searching within this file.

Hold down the control key and select the “f” key. Enter either a key character from the list below or document name and select enter for a list of documents containing the search word you entered.

**APL** – all documents behind this target sheet pertain to the original application submitted by the Applicant.

**REVIEW** – all documents behind this target sheet pertain to those documents submitted to and from staff as part of the project review.

**PBM1** – all documents behind this target sheet are any Planning Board memos with attachments that went to the Board.

**PBR1** - all documents behind this target sheet are any Planning Board reports with attachments that went to the Board.

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**CC1** - all documents behind this target sheet are any City Council memos/reports that went to the City Council.

**DRC1** - all documents behind this target sheet are those pertaining to the post review of the project by the Development Review Coordinator.

**MISC1** - all documents behind this target sheet are those that may not be included in any of the categories above.

# City of Portland Site Plan Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 113 Anderson Street, Portland, ME		
Total Square Footage of Proposed Structure s 12,600 s.f.	Square Footage of Lot 22,655 s.f.	
Tax Assessor's Chart, Block & Lot Chart# 12      Block#  Lot# 	Property owner, mailing address: People's Regional Opportunity Program (PROP) 510 Cumberland Avenue Portland, ME 04101	Telephone: 842-2988
Consultant/Agent, mailing address, phone & contact person TFH Architects 100 Commercial Avenue Portland, ME 04101 Scott Teas - 775-6141	Applicant name, mailing address & telephone:  PROP	Project name: PROP Family Housing
Proposed Development (check all that applies) <input checked="" type="checkbox"/> New Building s <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input checked="" type="checkbox"/> Parking lot <input checked="" type="checkbox"/> Subdivision, amount of lots <input checked="" type="checkbox"/> 9 units / 2 lots Other: _____		
Major Development <input checked="" type="checkbox"/> \$500.00      Minor Development _____ \$400.00		
Who billing will be sent to: PROP Mailing address: 510 Cumberland Avenue State and Zip: Portland, ME 04101      Contact person: Joe Booth Phone: 842-2988		

Nine (9) separate packets must include the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

All plans must be folded neatly and in packet form

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .25 per page, you may also visit the web site: [ci.portland.me.us](http://ci.portland.me.us) chapter 14

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

Signature of applicant: 	Date: June 18, 2002
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This application is for site review ONLY, a building Permit application and associated fees will be required prior to construct

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
Planning Copy**

2002-0140  
Application I. D. Number  
**06/18/2002**  
Application Date

**PROP**  
Applicant  
**510 Cumberland Avenue, Portland, ME 04101**  
Applicant's Mailing Address

**PROP Family Housing**  
Project Name/Description

Consultant/Agent  
**Applicant Ph: (207) 842-2988 Agent Fax:**  
Applicant or Agent Daytime Telephone, Fax

**113 - 113 Anderson St, Portland, Maine**  
Address of Proposed Site  
**012 B009001**  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

**12600** Proposed Building square Feet or # of Units **B5** Zoning  
Acreage of Site

**Check Review Required:**  
 Site Plan (major/minor)  Subdivision # of lots 2  PAD Review  14-403 Streets Review  
 Flood Hazard  Shoreland  Historic Preservation  DEP Local Certification  
 Zoning Conditional Use (ZBA/PB)  Zoning Variance  Other 9 Units  
 Fees Paid: Site Plan **\$500.00** Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date **06/19/2002**

**Planning Approval Status:** Reviewer \_\_\_\_\_  
 Approved  Approved w/Conditions See Attached  Denied  
 Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached  
 OK to Issue Building Permit \_\_\_\_\_  
 signature \_\_\_\_\_ date \_\_\_\_\_

~~Performance Guarantee~~  ~~Required\*~~  ~~Not Required~~

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issue	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	_____
	date		expiration date
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____
	submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	_____	_____	
	date	signature	

<input type="checkbox"/> Building Permit Issue	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	_____
	date		expiration date
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____
	submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	_____	_____	
	date	signature	



**CITY OF PORTLAND, MAINE**  
Department of Building Inspections

June 15 2002

Received from People's Republic of China

Location of Work 113 Andover

Cost of Construction \$ \_\_\_\_\_

Permit Fee \$ 500.00

Building (IL) \_\_\_ Plumbing (I5) \_\_\_ Electrical (I2) \_\_\_ Site Plan (U2) \_\_\_

Other \_\_\_\_\_

CBL: 012 B 007

Check #: 020885 Total Collected \$ 500.00

**THIS IS NOT A PERMIT**

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy

*Handwritten signature*

# City of Portland Site Plan Application

If you or the property owner owe real estate taxes, personal property taxes or user charges on any property within the City of Portland, payment arrangements must be made before permit applications can be received by the Inspections Dept.

Address of Construction: <b>ANDERSON ST. PHASE I</b>		Zone: <b>B5</b>
Total Square Footage of Proposed Structure <b>4,060 S.F.</b>		Square Footage of Lot <b>16,840 S.F.</b>
<b>Tax Assessor's Chart, Block &amp; Lot</b> Chart#      Block#      Lot# <b>12              B              9</b>		Property owner, mailing address: <b>PENINSULA COMMUNITY LP</b> <b>510 CUMBERLAND AVE</b> <b>PORTLAND, ME 04101</b>
Telephone: <b>207-874-1140</b>		
Consultant/Agent, mailing address, phone & contact person <b>775-6141</b> <b>TFH ARCHITECTS SCOTT TEAS</b> <b>100 COMMERCIAL ST</b> <b>PORTLAND, ME 04101</b>		Applicant name, mailing address, telephone #/Fax#/Pager#: <b>SAME AS OWNER</b>
Project name: <b>ANDERSON ST</b> <b>PHASE I</b> <b>FAMILY HOUSING</b>		
Proposed Development (check all that apply) <input checked="" type="checkbox"/> New Building    ___ Building Addition    ___ Change of Use <input checked="" type="checkbox"/> Residential    ___ Office    ___ Retail    ___ Manufacturing    ___ Warehouse/Distribution    ___ Parking lot ___ Subdivision, amount of lots ___ \$25.00 per lot \$ _____ ___ Site Location of Development \$3,000, except for residential lots which are then \$200 per lot _____ ___ Traffic Movement \$1,000    ___ Stormwater Quality \$250.00    ___ Other _____ ___ After the fact review - Major project \$1,500.00    ___ After the fact review - Minor project \$1,200.00  Major Development _____ \$500.00                      Minor Development _____ \$400.00 Plan Amendments:    ___ Board review \$200.00 <input checked="" type="checkbox"/> Staff review \$100.00		
Who billing will be sent to: <b>GRANT LEE, PROP</b> Mailing address: <b>510 CUMBERLAND AVE</b> State and Zip: <b>PORTLAND, ME 04101</b> Contact person: _____    Phone: <b>207-874-1140</b>		

Submittals shall include (9) separate folded packets of the following:

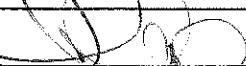
- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, and c)

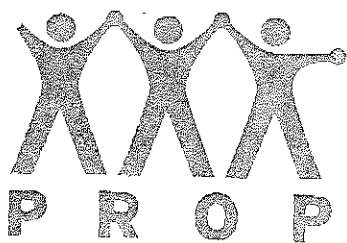
### ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .50 per page (8.5 x11) you may also visit the web site: [ci.portland.me.us](http://ci.portland.me.us) chapter 14

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

Signature of applicant: 	Date: <b>5/20/03</b>
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This application is for site review ONLY, a building Permit application and associated fees will be required prior to construction.



March 20, 2003

People's Regional  
Opportunity Program

510 Cumberland Avenue  
Portland, Maine 04101  
(800) 698-4959  
or (207) 874-1140  
fax (207) 874-1155  
tty (207) 874-1013  
www.propeople.org

Ms. Penny Littell  
Associate Corporation Council  
City of Portland  
Portland, Maine

Dear Penny:

I'm writing to request of you your consideration in PROP's changing the sequence of the siting of our three proposed three-unit buildings on our Anderson Street property. Specifically, we want to locate the first building, originally planned for the lower site near the street, on the site located in rear to the right as you face the property from the street. The subsequent phase of our Anderson Street project will locate the buildings on the previously approved sites. PROP has previously received site plan approval for our project.

I also want to assure you and the City, that PROP, without reservation, is committed to our previously approved plan to create 9 units of affordable housing on the Anderson Street site.

If I can provide you any further information or answer any questions you may have, please do not hesitate to call me at 874-1140 ext. 349, or our Architect Scott Teas at 775-8141. Time is of the essence to us as we're facing a fast approaching Tax Credit Financing deadline of June 1, 2003 to have all of our Phase I units (12 in all) completed and on line.

Sincerely,

Grant R. Lee  
Executive Director

GRL:dI

PROPFAMILY

PROPHOME

PROPHENIERS

PROPYOUTH

PROPCOMMUNITY

# REVIEW



**CITY OF PORTLAND, MAINE**  
**PLANNING BOARD**

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Jaimey Caron, Chair  
Deborah Krichels, Vice Chair  
Mark Maione  
Orlando E. Delogu  
Sarah Luck  
Kevin Beal  
Lee Lowry III

August 15, 2001

Mr. Robert Cain  
PROP  
510 Cumberland Avenue  
Portland, ME 04101

RE: PROP 9-Unit Subdivision, Anderson Street  
ID #2002-0140, CBL #012-B-009

Dear Mr. Cain:

On August 13, 2002, the Portland Planning Board voted 6-0 (Beal absent) to approve your application for a 9-unit Subdivision located at Anderson Street. The Board found that the application met the standards of the Subdivision and Site Plan ordinance of the Land Use Code and that the proposed Sectional Recording of two phases does meet the requirements of Section 14-495(h) of the subdivision ordinance.

The approval was granted for the project with the following conditions:

Site Plan

- i. That the applicant provide to staff an easement from Portland Housing Authority allowing access through their site for access to the applicant's dumpster.
- ii. That the applicant provide, or provide evidence of, a utility easement for the utility line running through the existing passageway located on the property.
- iii. That the applicant revise the landscape plan to reflect the City Arborist's memo dated August 9, 2002 for review and approval by the City Arborist.
- iv. That the applicant provide the height of the pole mounted light in the parking area and provide an overall photometric plan for the site for review by staff.

The approval is based on the submitted site plan and the findings related to subdivision and site plan review standards as contained in Planning Report #52-02, which is attached.

Please note the following provisions and requirements for all site plan approvals:

1. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the

Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

2. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

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If there are any questions, please contact the Planning Staff.

Sincerely,



Jaimey Caron, Chair  
Portland Planning Board

CC: Lee D. Urban, Planning and Development Department Director  
Alexander Jaegerman, Planning Division Director  
Sarah Hopkins, Development Review Program Manager  
Kandice Talbot, Planner  
Jay Reynolds, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Jodine Adams, Inspections  
William Bray, Director of Public Works  
Larry Ash, Traffic Engineer  
Tony Lombardo, Project Engineer  
Eric Labelle, City Engineer  
Jeff Tarling, City Arborist  
Penny Littell, Associate Corporation Counsel  
Lt. Gaylen McDougall, Fire Prevention  
Don Hall, Appraiser, Assessor's Office  
Susan Doughty, Assessor's Office  
Approval Letter File  
Correspondence File

# CITY OF PORTLAND, MAINE

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## PLANNING BOARD

Jaimey Caron, Chair  
Mark Malone, Vice Chair  
Orlando E. Delogu  
Kevin Beal  
Lee Lowry III  
Michael Patterson  
Janice E. Tevanian

November 25, 2003

Mr. Robert Cain  
PROP  
510 Cumberland Avenue  
Portland, ME 04101

RE: PROP 9-Unit Subdivision, Anderson Street  
ID #2002-0140, CBL #012-B-009

Dear Mr. Cain:

On November 18, 2003, the Portland Planning Board voted 6-0 (Tevanian absent) to approve your subdivision amendment for the relocation of a sewer easement with the following condition:

- i. that the applicant revise the subdivision plan to show a 30 ft. wide sewer easement and that the applicant provide sewer easement language for review and approval by staff.

The approval is based on the submitted site plan and the findings related to subdivision and site plan review standards as contained in Planning Report #53-03, which is attached.

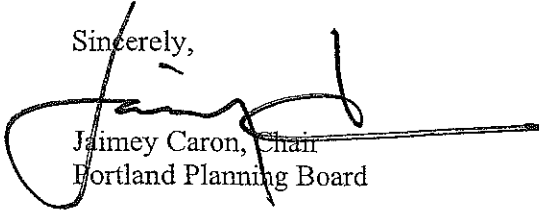
Please note the following provisions and requirements for all site plan approvals:

1. ~~A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.~~
2. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,



Jaimey Caron, Chair  
Portland Planning Board

CC: Lee D. Urban, Planning and Development Department Director  
Alexander Jaegerman, Planning Division Director  
Sarah Hopkins, Development Review Services Manager  
Kandice Talbot, Planner  
Jay Reynolds, Development Review Coordinator  
~~Morgan Schmeichel, Zoning Administrator~~  
Karen Dunfey, Inspections  
Michael Bobinsky, Public Works Director  
Traffic Division  
Tony Lombardo, Project Engineer  
Eric Labelle, City Engineer  
Jeff Tarling, City Arborist  
Penny Littell, Associate Corporation Counsel  
Lt. Gaylen McDougall, Fire Prevention  
Don Hall, Appraiser, Assessor's Office  
Approval Letter File

Department of Planning & Development  
Lee D. Urban, Director



**CITY OF PORTLAND**

**Division Directors**  
Mark B. Adelson  
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP  
Planning

John N. Lufkin  
Economic Development

May 22, 2003

Mr. Grant Lee  
PROP  
510 Cumberland Avenue  
Portland, ME 04101

RE: PROP 9-Unit Subdivision, Anderson Street  
ID #2003-0096, CBL #012-B-009

Dear Mr. Lee:

This letter is to confirm the revision to the approved subdivision plan of the project located at Anderson Street. The approved revision includes the change in lot lines. The revised plan has been reviewed and approved by the project review staff including representatives of the Planning, Public Works, Building Inspections, Fire and Parks Departments. The following must be completed:

1. The revised subdivision plan shall then be recorded in the Registry of Deeds and a mylar copy, along with seven (7) paper copies of the recorded subdivision plan shall be submitted to the City.

If you have any questions regarding the revision please contact Kandice Talbot at 874-8901.

Sincerely,

Alexander Jaegerman  
Planning Division Director

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Department of Planning & Development  
Lee D. Urban, Director



**CITY OF PORTLAND**

**Division Directors**  
Mark B. Adelson  
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP  
Planning

John N. Lufkin  
Economic Development

April 1, 2003

Mr. Grant Lee  
PROP  
510 Cumberland Avenue  
Portland, ME 04101

RE: PROP 9-Unit Subdivision, Anderson Street  
ID #2002-0140, CBL #012-B-009

Dear Mr. Lee:

This letter is to confirm the revision to the approved subdivision plan of the project located at Anderson Street. The approved revision includes the change in phasing. The revised plan has been reviewed and approved by the project review staff including representatives of the Planning, Public Works, Building Inspections, Fire and Parks Departments. The following must be completed prior to issuance of a building permit:

1. A revised cost estimate form, which includes the additional site work for the proposed Phase I improvements.
2. A performance guarantee covering the amount of the site improvements.
3. A mylar of the revised subdivision plan shall be submitted for signature by the Director of the Planning and Development Department. The revised subdivision plan shall then be recorded in the Registry of Deeds and a mylar copy, along with seven (7) paper copies of the recorded subdivision plan shall be submitted to the City.

If you have any questions regarding the revision please contact Kandice Talbot at 874-8901.

Sincerely,

Alexander Jaegerman  
Planning Division Director

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02P140

**TO: Kandi Talbot – Planner**  
**FROM: Jim Seymour – Development Review Coordinator, Sebago Technics, Inc.**  
**RE: PROP Family Housing – 113 Anderson Street**  
**DATE: July 2, 2002**

---

Sebago Technics made a site visit on Thursday, June 27, 2002 and has reviewed the Site Plan/Subdivision Package and supporting documentation for PROP Family Housing at 113 Anderson Street. The following comments are submitted in outline format:

**1. Stormwater Management**

- A. The existing site is a combination of lawn and gravel parking. The construction of the three buildings and paved drive, parking and sidewalks will increase runoff from the site. No detention is proposed. The existing catch basin #1 noted on the plans is part of the combined sewer system. A letter must be obtained from Public Works stating that additional stormwater may be introduced into the combined system and that adequate capacity exists for both sewer and stormwater runoff.
- B. The grading plan shows two ditches directing both on/off-site upgradient runoff around the two proposed easterly structures (Phase 2). These ditches outlet onto the existing off-site Portland Housing Authority parking lot to the south and the proposed project parking lot to the north, creating possible icy/hazardous conditions during cold weather. This ditch runoff crossing the proposed parking lot then drains overland into Anderson Street. We recommend that a piped storm drain system be designed to intercept runoff from these ditches prior to crossing parking lots and/or prior to crossing the property line into Anderson Street.
- C. The proposed development will eliminate space currently used by Portland Housing Authority for vehicular parking. Construction of the proposed retaining wall with associated grading on the abutting Portland Housing Authority lot appears to be suitable for parking, but is not labeled as such. Elimination of this lawn area could create additional runoff, especially if the area is to provide future parking. Please clarify.



**2. Road Access/Circulation**

- A. Proposed parking space number "2" does not meet City standards for a parking space. Vehicles using this space would obstruct the porch walkway to the Phase1 building. Please revise the parking layout.
- B. It appears that there is little space available on site to place snow, especially with five spaces abutting the property line. Please indicate snow removal stockpile areas or methods for removal.
- C. Dumpster location/access by residents/waste hauler raises concern. It appears that residents are to access the dumpster from the north and the waste hauler from the south. Does a typical dumpster container facilitate this use/approach? Typically, a container is accessed from the same side by all users. The applicant may have to obtain an easement for access to the dumpster from Portland Housing Authority property since two different lots are being used. The may want to combine the dumpster location to require only one dumpster pick-up.

**3. Grading/Erosion Control**

- A. The design of retaining walls will need to be done by a licensed professional and plans submitted.
- B. No silt fence, construction entrance, inlet protection or other BMP is proposed on the plan. These items (and/or additional BMPs) need to be added to the plans.

**4. Utility Installation/Location**

- A. A sewer manhole may be required at the property line and one connection made to the main in Anderson Street. Cleanouts should be located on the plan for the three proposed sewer lines.
- B. The existing water line shown (in what we believe is referred to as Cove Lane), between the two Phase 2 dwellings is a 2-inch line, installed in 1937, believed to be galvanized pipe according to Portland Water District (conversation on 07-01-02). This line is labeled as ¾-inch at the top of the plan. This line is not suitable according to the Portland Water District for water/fire protection service(s) to these two buildings, if necessary.
- C. A profile should be drawn showing sewer pipe sizes, slopes and inverts of the proposed sewer service(s). These lines cross the existing 6-inch cast iron water main in Cove Street and include other utility crossings, such as underground electric, gas and stormdrain.

**5. Buffers**

- A. Recommend a vegetated buffer be planted along the southern property line to separate different uses.

**6. Details**

- A. Two planting details are included as items 8 and 9. Their proposed locations and species should be noted on the appropriate plan.
- B. Dumpster enclosure details are needed.
- C. Erosion control notes, seeding notes and details shall be placed on the plans so that the contractor will have them in the field.
- D. Appropriate BMP details shall be included on detail plan sheet.

Please contact our office with any questions.

TS:jc

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TFH ARCHITECTS 100 COMMERCIAL STREET PORTLAND MAINE 04101 TELEPHONE 207-775-6141 ARCHITECTURE AND PLANNING

## FAX TRANSMITTAL

To: Kandi Talbot

Fax: 207 756-8258

From: Chris Cavendish

Fax: 207 773-0194

Phone: 207 775-6141

Date: 15, August 2002

Pages: , including this page

RE: Anderson Street PROP Triplex

Dear Kandi,

Enclosed please find the "right-title-interest", title insurance, purchase and sales agreement, and conveyance of the passageway easement. I will call once you have had a chance to review these documents to ensure that this satisfies condition #2 from your planning board report dated August 13, 2002.

Best regards,

Chris Cavendish

0077958

8X16834PG073

CORRECTIVE QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that the City of Portland, a body politic and corporate in the County of Cumberland, State of Maine, in consideration of one dollar (\$1.00) and other valuable consideration paid by Portland Housing Development Corporation, a Maine non-profit corporation, of Portland, County of Cumberland, State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim to the said Portland Housing Development Corporation, its successor(s) and assign(s), a certain lot or parcel of land described in Schedule A, attached hereto and incorporated herein by reference.

The purpose of this deed is to correct and confirm a Quitclaim Deed from the Grantor herein to the Grantee herein recorded in the Cumberland County Registry of Deeds in Book 12639, Page 206 in which one of the two parcels conveyed is described as "land known as Tax Map and Lot #12-B-9 on the maps of the Tax Assessor of the City of Portland for the fiscal year 1996." The attached Schedule A contains a more detailed description of the parcel identified and conveyed as Lot #12-B-9. Meaning and intending to ratify and confirm the conveyance of the second parcel described in a deed from the Portland Renewal Authority to the City of Portland dated July 31, 1972 and recorded in said Registry in Book 3277, Page 181.

IN WITNESS WHEREOF, the said City of Portland has hereunto caused this instrument to be signed by Duane G. Kline, its duly authorized Director of Finance, this 2<sup>nd</sup> day of September, 2001.

CITY OF PORTLAND

Luigi F. Balocco  
Witness

By: DG Kline  
Duane G. Kline  
Director of Finance

STATE OF MAINE  
CUMBERLAND, SS

9-26-01, 2001

Personally appeared the above-named Duane G. Kline, in his capacity as the Director of Finance of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Portland.

Before me,  
Luigi F. Balocco  
Notary Public/Attorney at Law  
JENNIFER L. SABCOCK  
Notary Public, Maine  
Printed name: JENNIFER L. SABCOCK

SEAL

BK 16834P07Q

SCHEDULE A

A certain lot or parcel of land situated on the easterly sideline of the street formerly known as Cove Street northerly of Fox Street in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

Beginning at a point on the easterly sideline of the street now or formerly known as Cove Street said point being distant 290 feet, more or less, northerly of the intersection formed by the easterly sideline of Cove Street and the northerly sideline of Fox Street, said point also marking the point of intersection of the northerly sideline of a certain passageway extending from Cove Street to Hammond Street and the easterly sideline of Cove Street; thence in a general northerly direction by the easterly sideline of Cove Street 67 feet, more or less, to land now or formerly of Giuseppe A. DiMillo; thence in a general easterly direction by the southerly sideline of land of said Giuseppe A. DiMillo et al. 80 feet, more or less, to land now or formerly of John Donatelli; thence in a general southerly direction by the westerly sideline of land of said Donatelli and by land now or formerly of Edward William Doherty 73 feet, more or less to the northerly sideline of the passageway referred to above; thence in a general westerly direction by the northerly sideline of said passageway 80 feet, more or less, to the easterly sideline of Cove Street and the point of beginning.

Also all right, title and interest, if any, in and to all passageways, lanes, streets, or alleys adjoining, abutting and/or running with the above described premises.

Meaning and intending to describe the lot of land conveyed to the Slum Clearance and Redevelopment Authority by Morris Finkelman by Warranty Deed dated April 5, 1960 and recorded in the Cumberland County Registry of Deeds in Book 2531, Page 402 and the lots of land conveyed to the Slum Clearance and Redevelopment Authority by William L. Cantin et al. by warranty deed dated October 19, 1960 and recorded in said Registry in Book 2574, Page 107.

Page two of two

RECEIVED  
RECORDED REGISTRY OF DEEDS

2001 OCT 11 PM 2:56

CUMBERLAND COUNTY

John B. Quinn

# Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

## NATIONAL HEADQUARTERS

Richmond, Virginia

## COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, A Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused the Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

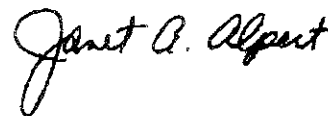
### CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation


A LANDAMERICA COMPANY

By:



President

Attest:



Secretary

# Lawyers Title Insurance Corporation Commitment for Title Insurance Schedule A

Case No. 02-Cum-04

- 1. Effective Date: May 15, 2002 at 4:30 P.M.
- 2. Policy or policies to be issued:

- (a) ALTA Owner's Policy 1992  
Proposed Insured:  
Peoples Regional Opportunity Program or assigns Amount \$600,000.00
- (b) ALTA Loan Policy, 1992  
Proposed Insured:  
Key Bank, N.A. Amount \$600,000.00
- (c) Proposed Insured: Amount \$


3. Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in :

Portland Housing Authority and Portland Housing Development Corp.

4. The land referred to in this commitment is described as follows:

All those certain parcels of land with the buildings thereon situated at 19-29 Cove Street [discontinued]. Portland, Cumberland County, State of Maine, all more particularly described in Exhibit A attached hereto and made a part hereof.

Countersigned at: Falmouth, Maine



John B. Geary, Authorized Agent

Schedule A Page 1

This commitment is invalid unless the Insuring provisions and Schedules A and B are attached.

**EXHIBIT A – LOT 2**

A certain lot or parcel of land situated easterly of the easterly side line of Anderson Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point 27.51 feet distant from the easterly side line of said Anderson Street on a course N 88° 00' 00" E as marked from a point forming the northwesterly corner of land now or formerly of Portland Housing Authority as described in a deed recorded in the Cumberland County Registry of Deeds in Book 5038, Page 232; said point of beginning also forming the northeasterly corner of Lot 1 as shown on a plan entitled Subdivision Plan, Peoples Regional Opp. Program, Portland Housing Development, Anderson Street PHA, Portland, Maine, dated June 18, 2002, by Pinkham & Greer, Consulting Engineers, to be recorded; thence, turning and running S01° 07' 15"E through now-discontinued Cove Street a distance of 133.66 feet to a point in now-discontinued Cove Street; thence, turning and running S75° 32' 36"E through now-discontinued Cove Street and along remaining land of Portland Housing Development as described in a deed recorded in the said Registry of Deeds in Book 12639, Page 206, a distance of 102.9 feet to a point on the easterly side line of land now or formerly of Robert A. DiDonato, et al., as described in a deed recorded in the said Registry of Deeds in Book 6420, Page 257; thence, turning and running N00° 08' 40" E along said land now or formerly of DiDonato, et al., a distance of 26.84 feet to a point marking the northwesterly corner of said land now or formerly of DiDonato, et al.; thence, turning and running N87° 58' 17"E along said land now or formerly of DiDonato, et al., a distance of 60.69 feet to a point on said land now or formerly of DiDonato et al., forming an intersection with the southwestery corner of land now or formerly of Remo A. DiMillo as described in a deed recorded in the said Registry of Deeds in Book 2993, Page 435, and the southeasterly corner of land now or formerly of Remo A. DiMillo as described in a deed record in said Registry of Deeds in Book 4031, Page 71; thence, turning and running N74° 59' 02" W along said land now or formerly of DiMillo as described in said Book 4031, Page 71, a distance of 34.14 feet to a point marking the southwestery corner of said land now or formerly of DiMillo as described in Book 4031, Page 71; thence, turning and running N01° 07' 15"W along said land now or formerly of DiMillo and crossing a Passage Way as shown on said Plan a distance of 59.20 feet to a point on the northerly side line of said Passage Way and the southerly line of land now or formerly of Scott R. Webber, et al., as described in a deed recorded in said Registry of Deeds in Book 11167, Page 136; thence, turning and running S87° 58' 17"W along said land now or formerly of Webber, et al., and the northerly side line of said Passage Way a distance of 26.37 feet to a point on the said side line of said Passage Way at the southwestery corner of said land now or formerly of Webber, et al.; thence, turning and running N00° 08' 40"E along said land now or formerly of Webber, et al., and along land now or formerly of Margaret Donatelli as described in a deed recorded in said Registry of Deeds in Book 10944, Page 208, a distance of 66.65 feet to a point on the westerly line of said land now or formerly of Donatelli at a point marking the southeasterly corner of land now or formerly of Random Orbiting, Inc., as described in deeds recorded in said Registry of Deeds in Book 16255, Page 147 and Book 16834, Page 80; thence, turning and running



S88° 00' 00"W along said land now or formerly of Random Orbiting, Inc. a distance of 102.67 feet to the point of beginning; containing 16,717 sq. ft.; and being Lot 2 as shown on said Plan.

All bearings are magnetic north.

Subject to an easement to Portland Water District as described in a deed recorded in the said Registry of Deeds in Book 15330, Page 143; and further subject to an unrecorded easement benefiting said Portland Water District for maintenance of a water line within the Passage Way as shown on said Plan.

And together with an easement and right of way for foot and vehicular traffic to and from said Anderson Street and to and from the within Lot 2 across the parking areas of Lot 1, as shown of said Plan, and a parking easement for two (2) vehicles and for a portion of one additional vehicle on the parking areas on said Lot 1, and an access and use easement from the within Lot 2 across paved walkways on the said Lot 1 to the trash can storage area of said Lot 1, as more particularly shown on Site Plan, Peoples Regional Opportunity Program, Portland Housing Development, Anderson Street, PHA, Portland, Maine, dated June 18, 2002, Pinkham and Greer, Consulting Engineers, Inc [drawing C2], and all for the benefit of the occupants of the within Lot 2.

**Lawyers Title Insurance Corporation  
Schedule B- Section 1  
Requirements**

The following are the requirements to be complied with:

Item (a) Payment to or on account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Note: As used herein recorded shall mean recorded with the Cumberland County Registry of Deeds.

1. All outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.
2. Duly authorized, executed and recorded deed(s) from Portland Housing Authority and Portland Housing Development Corp. vesting fee simple title in Peoples Regional Opportunity Program or assigns. Real Estate Transfer Tax forms plus a check made out to the appropriate county Registry of Deeds in the amount of the Transfer Tax must accompany the deed to be recorded in this transaction.
3. Duly authorized, executed and recorded mortgage from Peoples Regional Opportunity Program or assigns to Key Bank, N.A. securing its loan. NOTE: A creditors' rights exception will be added to Schedule B-Part I of the policy if the mortgage is not recorded within ten (10) days of its execution.

**Lawyers Title Insurance Corporation  
Schedule B- Section 2  
Exceptions**

Case No. :02-Cum-04

The policy or policies to be issued will contain exceptions as to the following unless the same are disposed of in satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date he proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Note: As used herein recorded shall mean recorded with the Cumberland County Registry of Deeds.

1. Taxes assessed as of April 1, 2002 and for subsequent years. NOTE: Sellers are quasi-governmental agencies and are currently exempt from real property taxes.

2. Persons in possession.

Note: Upon receipt of an executed Owner's and Purchaser's Affidavit and Indemnity, this exception will be deleted or amended in accordance with the facts disclosed thereby.

3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary-line disputes, overlaps, encroachments, any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

Note: Upon receipt of a current Mortgage Loan Inspection Plan, or survey with Surveyor's Affidavit, this exception will be deleted or amended in accordance with the facts disclosed thereby. (Loan Policy)

4. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: Provided this is not a construction loan, upon receipt of an executed Owner's and Purchaser's Affidavit and Indemnity indicating no such rights, this exception will be deleted from the policy. (Loan Policy)

5. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways. NOTE: There is a way entitled "Passage" shown on City of Portland Assessor's Tax Map 12 between Hammond Street and the now discontinued Cove Street, to which title cannot be readily determined. This policy insures against loss or damage, including reasonable attorney's fees, for claims for the forced removal of the improvements from the above referenced passage.

6. Subject to an easement to Portland Water District to maintain a water line in the area of the now discontinued Cove Street recorded in Book 15330, Page 143.

7. Subject to an apparent easement to Portland Water District to maintain a water line in the above reference passage.

8. Subject to restrictions set forth in the deed recorded in Book 3277, Page 181 as they affect that portion of the subject premises known as Tax Map 12 Block C Lot 1, and subject to the non-discrimination restriction set forth in said deed as it affects that portion of the subject premises known as Tax Map 12 Block B Lot 9.

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the 19 day of February, 2002, by and between PEOPLES REGIONAL OPPORTUNITY PROGRAM (hereinafter referred to as "Buyer"), a Maine not-for-profit corporation, with a principal office in City of Portland, County of Cumberland and State of Maine, whose mailing address is 510 Cumberland Avenue, Portland, Maine 04102, Cumberland, ME, 04105, and PORTLAND HOUSING AUTHORITY, a Maine quasi-municipal corporation with a principal office in Portland, County of Cumberland and State of Maine, whose mailing address is 14 Baxter Blvd., Portland, Maine 04102, and PORTLAND HOUSING DEVELOPMENT CORPORATION, a Maine not-for-profit corporation with a principal office in Portland, County of Cumberland and State of Maine, whose mailing address is 14 Baxter Blvd., Portland, Maine 04102 (hereinafter collectively referred to as "Seller").

### WITNESSETH:

WHEREAS, the Seller desires to sell to Buyer and Buyer desires to purchase from Seller, Seller's respective interest in and to two (2) certain parcels of land (hereinafter referred to as the "real estate") situated on the easterly side of Anderson Street in the City of Portland County of Cumberland, and State of Maine, referenced as follows: Parcel One: 133-141 Anderson Street, being a portion of City of Portland Tax Map Sheet 12, comprising a portion of Block A, a portion of ~~discontinued~~ Cove Street, Block B Lot 6, a portion of Block C, being a portion of Lot 1, and the westerly half of the passage situated between Blocks B and C, as more fully delineated on Exhibits 1 and 2 annexed hereto and incorporated herein by reference, said parcel to have 114 feet of frontage on said Anderson Street; and Parcel Two: being the northerly portion of City of Portland Tax Map Sheet 12, Block B, Lot 3 and a portion of Sheet 10, Block C, Lot 6, comprising 6,618 square feet

NOW, THEREFORE, in consideration of Buyer's earnest money deposit and other good and valuable considerations paid, the receipt and sufficiency whereof is hereby

acknowledged, and by the mutual covenants, representations, warranties and agreements herein contained, the parties hereto agree as follows:

**A. Purchase and Sale of Real Estate:**

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, on the terms and conditions hereinafter set forth, the real estate hereinabove described.

**B. Purchase Price:**

The purchase price shall be \$32,000.00, which shall be payable as follows: \$1.00 to be deposited upon acceptance of this offer and the balance in cash or certified check at closing.

**C. Purchase and Sale Agreement Subject to the Following Conditions:**

1. **EFFECTIVE DATE:** The effective date of this agreement is the date on which all parties have completed execution. The use of days to mark an event or within which to complete a task shall be determined by calendar days from the effective date hereof, which the parties agree is: 02/20/02

2. **EARNEST DEPOSIT:** Seller acknowledges receipt of \$1.00 as earnest money deposit and Buyer agrees that the said deposit is to be held in escrow pending closing hereof by Seller.

3. **CONVEYANCE OF TITLE/CLOSING:** Seller shall execute and deliver to Buyer a deed, conveying good and merchantable title in accordance with standards adopted by the Miami Bar Association, and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on or before 07/31, 2002. The actual time and place of closing shall be by mutual agreement of the parties.

4. **DERD:** The property shall be conveyed by Quitclaim deed, and shall be free and clear of all encumbrances except covenants, restrictions and easements of record and land use ordinances and regulations; and real estate taxes affecting the property which are not yet due and payable.

5. **POSSESSION/OCCUPANCY:** Possession/occupancy of the premises shall be given immediately at closing.

6. **RISK OF LOSS:** Until the closing, the risk of loss or damage to the premises, by fire or otherwise, is assumed by Seller and Seller agrees to keep the property insured for normal casualty risks.

7. **PRORATIONS:** The following items where applicable shall be prorated as of the date of closing: real estate taxes based on City of Portland fiscal year. Buyer and Seller shall each pay their transfer taxes as required by the State of Maine.

8. **ACCESS:** Buyer, his agents, architects, engineers, contractors and employees shall have the right to access the real estate on and after the effective date hereof for any and all reasons reasonably associated with preparation of site plan/subdivision review or requests to the Planning Board and/or City Council for zone change, including testing.

9. **BROKERS:** Both Buyer and Seller acknowledge that neither has taken any steps which would obligate Seller to pay a commission to any real estate broker in contemplation of this closing. Seller shall not be responsible for any such commissions. Each party hereby indemnifies the other party and holds the other party harmless from any claims made by a real estate broker to a commission from this sale based on an alleged agreement with the party who is obligated by this indemnity agreement.

10. **DEFAULT:** In the event of default by Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this contract and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, specific performance.

11. **PRIOR STATEMENTS:** Any representations, statements and agreements are not valid unless contained herein. This agreement completely expresses the obligations of the parties.

12. **BINDING EFFECT:** This agreement shall inure to the benefit of and shall be binding on the successors and/or assignees of the parties hereto.

13. **MODIFICATIONS:** No modifications to this contract shall be binding on the parties unless the same be reduced to writing and signed by the parties.

14. **NOTICES:** Notices required by this contract shall be in writing and delivered by First Class Mail, postage prepaid, addressed as follows:

To Buyer: Robert E. Cain  
Peoples Regional Opportunity Program  
510 Cumberland Avenue  
Portland, Maine 04102

Copy to: John E. Geary, Esq.  
P.O. Box 6129  
Falmouth, Maine 04105


To Seller: Peter Howe, Executive Director  
Portland Housing Authority  
14 Baxter Blvd.  
Portland, Maine 04101

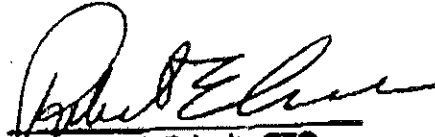
Copy to:

IN WITNESS WHEREOF the parties have caused this Agreement to be signed  
and sealed by a duly authorized officer or agent, respectively.

Dated: February 20, 2002

Peoples Regional Opportunity Program


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By Robert E. Cain, its CFO  
Buyer  
TIN: 01-0274725

Dated: February 27, 2002

Portland Housing Authority


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By Peter Howe, its Executive Dir.  
TIN: 01-6001034

Dated: February 27, 2002

Portland Housing Development Corporation

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By Peter Howe, its President  
TIN: 22-2527595

Doc#: 126895 Bk:20561 Ps: 260

**SHORT FORM QUITCLAIM DEED WITH COVENANT**

KNOW ALL PERSONS BY THESE PRESENTS, that PORTLAND HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation with a place of business in Portland, Maine (the "Grantor") FOR CONSIDERATION PAID, GRANTS to PENINSULA COMMUNITY LP, a Maine limited partnership with a place of business in Portland, Maine, whose mailing address is 510 Cumberland Avenue, Portland, Maine 04101, WITH QUITCLAIM COVENANT, a certain lot or parcel of land near the easterly sideline of Anderson Street in Portland, Cumberland County, Maine, more particularly described in Exhibit A attached hereto and made a part hereof.

Being a portion of the premises conveyed to the Grantor by deed recorded in said Registry of Deeds in Book 12639, Page 206.

IN WITNESS WHEREOF, Portland Housing Development Corporation, the Grantor, has caused this instrument to be executed by Peter Howe, its President thereunto duly authorized, this 24 day of March, 2003.

MAINE REAL ESTATE TAX PAID

WITNESS:

  
\_\_\_\_\_

PORTLAND HOUSING DEVELOPMENT CORPORATION, Grantor

By:   
Peter Howe, its President

STATE OF MAINE  
Cumberland, SS.

March 24, 2003

Personally appeared the above-named Peter Howe, President of Portland Housing Development Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

 *Sign*

Notary Public/Attorney at Law

Printed Name: Hartha A. Hurd-Call

My commission expires: 2-11-04



Doc#: 126895 Bk:20561 Pg: 261

EXHIBIT A**ANDERSON STREET, LOT 2 (Plan Book 203, Page 86)**

A certain lot or parcel of land situated easterly of the easterly side line of Anderson Street in the City of Portland, County of Cumberland and State of Maine, being Lot 2 as shown on a plan entitled "Subdivision Plan, Anderson Street, Portland, Maine" dated June 18, 2002, last revised August 9, 2003, by Pinkham & Greer, Consulting Engineers, recorded in the said Registry of Deeds in Plan Book 203, Page 86 (the "Plan"), more particularly bounded and described as follows:

Beginning at a point 27.51 feet distant from the easterly side line of said Anderson Street on a course N 88° 00' 00" E as marked from a point forming the northwesterly corner of land now or formerly of Portland Housing Authority as described in a deed recorded in the Cumberland County Registry of Deeds in Book 5038, Page 232; said point of beginning also forming the northeasterly corner of Lot 1 as shown on the Plan; thence, turning and running S01° 07' 15"E through now-discontinued Cove Street a distance of 133.66 feet to a point in now-discontinued Cove Street; thence, turning and running S75° 32' 36"E through now-discontinued Cove Street and along remaining land of Portland Housing Development Corp. as described in a deed recorded in the said Registry of Deeds in Book 12639, Page 206, a distance of 102.9 feet to a point on the easterly side line of land now or formerly of Robert A. DiDonato, et al., as described in a deed recorded in said Registry of Deeds in Book 6420, Page 257; thence, turning and running N00° 08' 40" E along said land now or formerly of DiDonato, et al., a distance of 26.84 feet to a point marking the northwesterly corner of said land now or formerly of DiDonato, et al.; thence, turning and running N87° 58' 17"E along said land now or formerly of DiDonato, et al., a distance of 60.69 feet to a point on said land now or formerly of DiDonato et al., forming an intersection with the southwesterly corner of land now or formerly of Remo A. DiMillo as described in a deed recorded in the said Registry of Deeds in Book 2993, Page 435, and the southeasterly corner of land now or formerly of Remo A. DiMillo as described in a deed recorded in said Registry of Deeds in Book 4031, Page 71; thence, turning and running N74° 59' 02" W along said land now or formerly of DiMillo as described in said Book 4031, Page 71, a distance of 34.14 feet to a point marking the southwesterly corner of said land now or formerly of DiMillo as described in Book 4031, Page 71; thence, turning and running N01° 07' 15" W along said land now or formerly of DiMillo and crossing a Passage Way as shown on the Plan a distance of 59.20 feet to a point on the northerly side line of said Passage Way and the southerly line of land now or formerly of Scott R. Webber, et al., as described in a deed recorded in said Registry of Deeds in Book 11167, Page 136; thence, turning and running S87° 58' 17"W along said land now or formerly of Webber, et al., and the northerly side line of said Passage Way a distance of 26.37 feet to a point on the said northerly side line of said Passage Way at the southwesterly corner of said land now or formerly of Webber, et al.; thence, turning and running N00° 08' 40"E along said land now or formerly of Webber, et al., and along land now or formerly of Margaret Donatelli as described in a deed recorded in said Registry of Deeds in Book 10944, Page 208, a distance of 66.65 feet to a point on the westerly line of said land now or formerly of Donatelli at a point marking the southeasterly corner of land now or formerly of Random Orbiting, Inc., as described in deeds recorded in said Registry of Deeds in Book 16255,

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Page 147 and Book 16834, Page 80; thence, turning and running S88° 00' 00"W along said land now or formerly of Random Orbiting, Inc. a distance of 102.67 feet to the point of beginning; containing 16,717 sq. ft.; and being Lot 2 as shown on the Plan.

All bearings are magnetic north.

Subject to an easement to Portland Water District as described in a deed recorded in the said Registry of Deeds in Book 15330, Page 143; and further subject to an unrecorded easement benefiting said Portland Water District for maintenance of a water line within the Passage Way as shown on said Plan.

O:\MAS\1985 PROP\Peninsula Community\Title\Anderson Street\PHDC Anderson SL Deed\_Lot 2.doc

Received  
Recorded Registrar of Deeds  
Nov 17, 2003 02:20:23P  
Cumberland County  
John B. O'Brien

Doc#: 126897 Bk:20561 Pg: 266

SHORT FORM QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that PENINSULA COMMUNITY LP, a Maine limited partnership with a place of business in Portland, Maine (the "Grantor") FOR CONSIDERATION PAID, GRANTS to PEOPLE'S REGIONAL OPPORTUNITY PROGRAM, a Maine nonprofit corporation with a place of business in Portland, Maine, whose mailing address is 510 Cumberland Avenue, Portland, Maine 04101 (the "Grantee"), WITH QUITCLAIM COVENANT, certain real property on Anderson Street in Portland, Cumberland County, Maine, more particularly as follows:

A certain lot or parcel of land with any improvements thereon, situated on the easterly side line of Anderson Street in the City of Portland, County of Cumberland and State of Maine, and being Lot 1 as shown on "Subdivision Plan, Anderson Street, Portland, Maine" dated June 18, 2002, last revised August 9, 2002, by Pinkham & Greer, Consulting Engineers, Inc. (drawing C1), recorded at the Cumberland County Registry of Deeds in Plan Book 203, Page 86 (the "Plan"), bounded and described as follows:

Beginning at a point on the easterly side line of Anderson Street at the southwesterly corner of land now or formerly of Random Orbiting, Inc. as described in a deed recorded in the Cumberland County Registry of Deeds in Book 16834, Page 78; thence, N88° 00' 00"E along said land of Random Orbiting, Inc. a distance of 27.51 feet to a point; thence turning and running S01° 07' 15"E a distance of 133.66 feet through the now-discontinued Cove Street to a point; thence turning and running N75° 32' 36"W a distance of 63.28 feet through the now-discontinued Cove Street and along and forming the northerly boundary of remaining land of Portland Housing Authority to a point on the easterly side line of said Anderson Street, thence turning and running N14° 54' 55" E along the said easterly side line of Anderson Street a distance of 120.78 feet to the point of beginning.

Together with the Grantor's right, title and interest in all appurtenant rights and easements, if any.

Being the same premises conveyed to the Grantor by deed of Portland Housing Authority recorded in said Registry of Deeds in Book 18966, Page 9.

Reserving to the Grantor, its successors and assigns, the following perpetual easements: (i) an easement and right of way for foot and vehicular traffic and for the installation, repair, replacement and maintenance of utilities, including, without limitation, water, sewer, storm drainage, electrical and cable television, across, over and under the above-conveyed Lot 1, from said Anderson Street to Lot 2, and from Lot 2 to said Anderson Street, all as shown on a plan entitled "Anderson Street, Portland, Maine--Recording Plat--Site Plan--Phase I," dated June 18, 2002, last revised August 9, 2003, Pinkham and Greer, Consulting Engineers, Inc., drawing C2, recorded in said Registry of Deeds in Plan Book 203, Page 87 (the "Site Plan"); (ii) a parking easement for six (6) vehicles and for a portion of one additional vehicle on the parking areas on the above-conveyed Lot 1, as shown on the Site Plan, and (iii) an access and use easement from Lot 2 across paved walkways on the said Lot 1 to the trash can storage area of said Lot 1, all as

MAINE REAL ESTATE TAX PAID

Doc#: 126897 Bk:20561 Ps: 267

more particularly shown on the Site Plan. The easements reserved herein shall run with the land and are all for the benefit of Grantee as the owner of Lot 2 and the two three-unit buildings to be built on Lot 2, and Grantee's successors, assigns and tenants.

IN WITNESS WHEREOF, Peninsula Community LP, the Grantor, has caused this instrument to be executed by People's Regional Opportunity Program, its General Partner thereunto duly authorized, this 25<sup>th</sup> day of March, 2003.

WITNESS: PENINSULA COMMUNITY LP, Grantor  
BY: People's Regional Opportunity Program, its General Partner

M. Selinger

By: Grant Lee  
Grant Lee, its Executive Director

STATE OF MAINE  
CUMBERLAND, SS.

March 25, 2003

Personally appeared the above-named Grant Lee, Executive Director of People's Regional Opportunity Program, General Partner of Peninsula Community LP as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said nonprofit corporation and limited partnership.

Before me,

M. Selinger  
Notary Public/Attorney-at-Law  
Printed Name: M.A. SELINGER  
My commission expires: \_\_\_\_\_

O:\MAS71885 PROP\Peninsula Community\Title\Anderson Street\CLP to PROP Anderson St. Deed.doc

Received  
Recorded Register of Deeds  
Nov 17, 2003 02:23:28P  
Cumberland County  
John B. O'Brien

**CURTIS THAXTER STEVENS BRODER & MICOLEAU LLC**

One Canal Plaza / P.O. Box 7320

Portland, Maine 04112-7320

(207) 774-9000

**FAX COVER PAGE**

TO: Penny Littell FAX NO.: 207-874-8497  
FROM: Melodie Hopkins FAX NO.: 207-775-0612  
DATE: December 4, 2003  
RE: PROP - Anderson Street

**MESSAGE:**

Per your email to Cito Selinger. Attached are copies of the deeds you requested on the Anderson Street properties.

If you have any questions, please do not hesitate to call.

NUMBER OF PAGES (INCLUDING THIS PAGE): 6

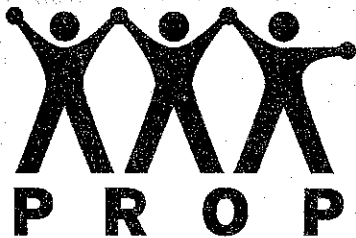
ORIGINAL TO BE DELIVERED BY MAIL? No

PROBLEMS WITH TRANSMISSION? PLEASE CALL Margaret Emmons AT EXTENSION 203.

BILLING No.: 71985-301

THE INFORMATION IN THIS MESSAGE IS PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF YOU ARE NEITHER THE INTENDED RECIPIENT NOR AN EMPLOYEE OR AGENT OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED.

IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY TELEPHONE IMMEDIATELY AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.



**People's Regional  
Opportunity Program**

510 Cumberland Avenue  
Portland, Maine 04101  
(800) 698-4959  
or (207) 874-1140  
fax (207) 874-1155  
tty (207) 874-1013  
www.propeople.org

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**P R O P F A M I L Y**

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**P R O P H O M E**

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**P R O P S E N I O R S**

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**P R O P Y O U T H**

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**P R O P C O M M U N I T Y**

August 6, 2004

Dear Neighbor,

PROP is revisiting our site plan for the property we are developing at 135-139 Cumberland Avenue. It has been some time since we last met and although we have received an approval to proceed, we have since that time, made some changes and would like to bring those forward at a neighborhood meeting. We continue our plan to develop four rental units on the site.

We will host a neighborhood meeting on Wednesday, August 18, 2004, at 6:00 p.m. at PROP's East End Family Workshop building located at 215 Congress Street.

We hope to see you there!

Sincerely,

**Betsy Sawyer-Manter**  
**Director of Housing Development**

# John E. Geary, Esquire

Attorney and Counselor at Law  
173 Gray Road  
P. O. Box 6129  
Falmouth, Maine 04105

Telephone (207) 878-9020  
Fax (207) 878-9041  
e-mail: [jeg@groupgeary.net](mailto:jeg@groupgeary.net)

July 22, 2002

Penny Littell, Esquire  
Office of Corporation Counsel  
City of Portland  
389 Congress Street  
Portland, Maine 04101

**Re: People's Regional Opportunity Program  
Subdivision application: Anderson Street**

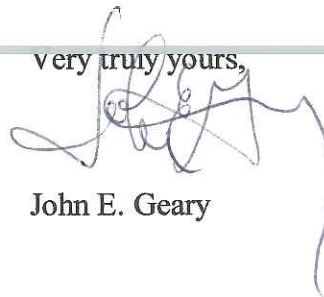
JUL 25 2002

Dear Ms. Littell:

Regarding PROP's pending application for Site Plan/Subdivision Plan approval for its Anderson Street project [in two phases], please be advised that Lawyers Title Insurance Corp. has agreed to provide affirmative insurance coverage respecting the Passage Way shown on Portland Assessor's Map 12 to the extent that it is included in Phase II of PROP's proposed plan. The Passage Way does not extend into Phase I of the plan.

I have enclosed a copies of my title commitments to PROP in this regard.

very truly yours,



John E. Geary

enclosures  
cc: Bob Cain, PROP

Copy Lot 1

**NATIONAL HEADQUARTERS**  
**Richmond, Virginia**  
**COMMITMENT FOR TITLE INSURANCE**

LAWYERS TITLE INSURANCE CORPORATION, A Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused the Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

**CONDITIONS AND STIPULATIONS**

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

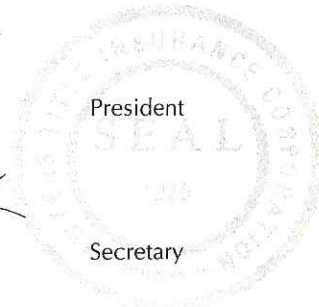
**Lawyers Title Insurance Corporation**  
A LANDAMERICA COMPANY

By: *Janet A. Alpert*

President

Attest: *J. H. DeWitt*

Secretary





Lawyers Title Insurance Corporation  
Commitment for Title Insurance  
Schedule A

Case No. 02-Cum-04

1. Effective Date: May 15, 2002 at 4:30 P.M.

2. Policy or policies to be issued:

- |     |  |                     |
|-----|--|---------------------|
| (a) | ALTA Owner's Policy 1992<br>Proposed Insured:<br>Peoples Regional Opportunity Program or assigns | Amount \$300,000.00 |
| (b) | ALTA Loan Policy, 1992<br>Proposed Insured:<br>Key Bank, N.A.                                    | Amount \$300,000.00 |
| (c) | Proposed Insured:  | Amount \$           |


3. Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in :

Portland Housing Authority

4. The land referred to in this commitment is described as follows:

All those certain parcels of land with the buildings thereon situated at 131-141 Anderson Street, Portland, Cumberland County, State of Maine, all more particularly described in Exhibit A attached hereto and made a part hereof.

Countersigned at: Falmouth, Maine

  
\_\_\_\_\_  
John E. Geary, Authorized Agent

Schedule A- Page 1

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

## EXHIBIT A – LOT 1

A certain lot or parcel of land situated on the easterly side line of Anderson Street in the City of Portland, County of Cumberland and State of Maine, and being Lot 1 as shown on Subdivision Plan, Peoples Regional Opportunity Program, Portland Housing Development, Anderson Street, PHA, Portland, Maine dated June 18, 2002, Pinkham & Greer, Consulting Engineers, Inc., [drawing C1], bounded and described as follows:

Beginning at a point on the easterly side line of Anderson Street at the southwesterly corner of land now or formerly of Random Orbiting, Inc. as described in a deed recorded in the Cumberland County Registry of Deeds in Book 16834, Page 78; thence, N88° 00' 00"E along said land of Random Orbiting, Inc, a distance of 27.51 feet to a point; thence turning and running S01° 07' 15"E a distance of 133.66 feet through the now-discontinued Cove Street to a point; thence turning and running N75° 32' 36"W a distance of 63.28 feet through the now-discontinued Cove Street and along and forming the northerly boundary of remaining land of Portland Housing Authority to a point on the easterly side line of said Anderson Street; thence turning and running N14° 54' 55" E along the said easterly side line of Anderson Street a distance of 120.78 feet to the point of beginning. Containing 5,663 square feet.

All courses are Magnetic North.

Together with a right of way for foot and vehicular traffic and a parking easement, both for the benefit of the occupants of the within Lot 1 over and on Lot 2 as shown on said Plan, and being more particularly shown on Site Plan, Peoples Regional Opportunity Program, Portland Housing Development, Anderson Street, PHA, Portland, Maine, dated June 18, 2002, Pinkham and Greer, Consulting Engineers, Inc [drawing C2].

~~And subject to a right of way for foot and vehicular traffic to and from said Anderson Street and to and from said Lot 2 across the parking areas of the within Lot 1, and a parking easement for a portion of one vehicle on the parking areas on the within Lot 1, as more particularly shown on the said Site Plan, and an access and use easement from said Lot 2 across paved walkways on the within Lot 1 to the trash can storage area, as shown on the said Site Plan, all for the benefit of the occupants of said Lot 2.~~

Lawyers Title Insurance Corporation  
Schedule B- Section 1  
Requirements

The following are the requirements to be complied with:

Item (a) Payment to or on account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Note: As used herein recorded shall mean recorded with the Cumberland County Registry of Deeds.

1. All outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.
  2. Duly authorized, executed and recorded deed(s) from Portland Housing Authority vesting fee simple title in Peoples Regional Opportunity Program or assigns. Real Estate Transfer Tax forms plus a check made out to the appropriate county Registry of Deeds in the amount of the Transfer Tax must accompany the deed to be recorded in this transaction.
  3. Duly authorized, executed and recorded mortgage from Peoples Regional Opportunity Program or assigns to Key Bank, N.A. securing its loan. NOTE: A creditors' rights exception will be added to Schedule B-Part I of the policy if the mortgage is not recorded within ten (10) days of its execution.
-

Lawyers Title Insurance Corporation  
Schedule B- Section 2  
Exceptions

Case No. :02-Cum-04

The policy or policies to be issued will contain exceptions as to the following unless the same are disposed of in satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date he proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Note: As used herein recorded shall mean recorded with the Cumberland County Registry of Deeds.

1. Taxes assessed as of April 1, 2002 and for subsequent years. NOTE: Sellers are quasi-governmental agencies and are currently exempt from real property taxes.

2. Persons in possession.

Note: Upon receipt of an executed Owner's and Purchaser's Affidavit and Indemnity, this exception will be deleted or amended in accordance with the facts disclosed thereby.

3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary-line disputes, overlaps, encroachments, any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

Note: Upon receipt of a current Mortgage Loan Inspection Plan, or survey with Surveyor's Affidavit, this exception will be deleted or amended in accordance with the facts disclosed thereby. (Loan Policy)

4. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.

---

Note: Provided this is not a construction loan, upon receipt of an executed Owner's and Purchaser's Affidavit and Indemnity indicating no such rights, this exception will be deleted from the policy. (Loan Policy)

5. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.

6. Subject to an easement to Portland Water District to maintain a water line in the area of the now discontinued Cove Street recorded in Book 15330, Page 143.

Copy Lot 2

NATIONAL HEADQUARTERS  
Richmond, Virginia  
COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, A Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused the Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

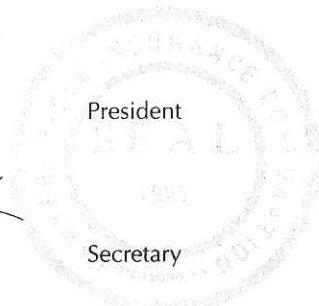
CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation  
A LANDAMERICA COMPANY

By: *Janet A. Alpert*

Attest: *J. H. DeWitt*



Lawyers Title Insurance Corporation  
Commitment for Title Insurance  
Schedule A

Case No. 02-Cum-04

1. Effective Date: May 15, 2002 at 4:30 P.M.

2. Policy or policies to be issued:

- |     |  |                     |
|-----|--|---------------------|
| (a) | ALTA Owner's Policy 1992<br>Proposed Insured:<br>Peoples Regional Opportunity Program or assigns | Amount \$600,000.00 |
| (b) | ALTA Loan Policy, 1992<br>Proposed Insured:<br>Key Bank, N.A.                                    | Amount \$600,000.00 |
| (c) | Proposed Insured:  | Amount \$           |


3. Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in :

Portland Housing Authority and Portland Housing Development Corp.

4. The land referred to in this commitment is described as follows:

All those certain parcels of land with the buildings thereon situated at 19-29 Cove Street [discontinued], Portland, Cumberland County, State of Maine, all more particularly described in Exhibit A attached hereto and made a part hereof.

Countersigned at: Falmouth, Maine

  
\_\_\_\_\_  
John E. Geary, Authorized Agent

Schedule A- Page 1

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

## EXHIBIT A – LOT 2

A certain lot or parcel of land situated easterly of the easterly side line of Anderson Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point 27.51 feet distant from the easterly side line of said Anderson Street on a course N 88° 00' 00" E as marked from a point forming the northwesterly corner of land now or formerly of Portland Housing Authority as described in a deed recorded in the Cumberland County Registry of Deeds in Book 5038, Page 232; said point of beginning also forming the northeasterly corner of Lot 1 as shown on a plan entitled Subdivision Plan, Peoples Regional Opp. Program, Portland Housing Development, Anderson Street PHA, Portland, Maine, dated June 18, 2002, by Pinkham & Greer, Consulting Engineers, to be recorded; thence, turning and running S01° 07' 15"E through now-discontinued Cove Street a distance of 133.66 feet to a point in now-discontinued Cove Street; thence, turning and running S75° 32' 36"E through now-discontinued Cove Street and along remaining land of Portland Housing Development as described in a deed recorded in the said Registry of Deeds in Book 12639, Page 206, a distance of 102.9 feet to a point on the easterly side line of land now or formerly of Robert A. DiDonato, et al., as described in a deed recorded in the said Registry of Deeds in Book 6420, Page 257; thence, turning and running N00° 08' 40" E along said land now or formerly of DiDonato, et al., a distance of 26.84 feet to a point marking the northwesterly corner of said land now or formerly of DiDonato, et al.; thence, turning and running N87° 58' 17"E along said land now or formerly of DiDonato, et al., a distance of 60.69 feet to a point on said land now or formerly of DiDonato et al., forming an intersection with the southwesterly corner of land now or formerly of Remo A. DiMillo as described in a deed recorded in the said Registry of Deeds in Book 2993, Page 435, and the southeasterly corner of land now or formerly of Remo A. DiMillo as described in a deed record in said Registry of Deeds in Book 4031, Page 71; thence, turning and running N74° 59' 02" W along said land now or formerly of DiMillo as described in said Book 4031, Page 71, a distance of 34.14 feet to a point marking the southwesterly corner of said land now or formerly of DiMillo as described in Book 4031, Page 71; thence, turning and running N01° 07' 15"W along said land now or formerly of DiMillo and crossing a Passage Way as shown on said Plan a distance of 59.20 feet to a point on the northerly side line of said Passage Way and the southerly line of land now or formerly of Scott R. Webber, et al., as described in a deed recorded in said Registry of Deeds in Book 11167, Page 136; thence, turning and running S87° 58' 17"W along said land now or formerly of Webber, et al., and the northerly side line of said Passage Way a distance of 26.37 feet to a point on the said side line of said Passage Way at the southwesterly corner of said land now or formerly of Webber, et al.; thence, turning and running N00° 08' 40"E along said land now or formerly of Webber, et al., and along land now or formerly of Margaret Donatelli as described in a deed recorded in said Registry of Deeds in Book 10944, Page 208, a distance of 66.65 feet to a point on the westerly line of said land now or formerly of Donatelli at a point marking the southeasterly corner of land now or formerly of Random Orbiting, Inc., as described in deeds recorded in said Registry of Deeds in Book 16255, Page 147 and Book 16834, Page 80; thence, turning and running

S88° 00' 00"W along said land now or formerly of Random Orbiting, Inc. a distance of 102.67 feet to the point of beginning; containing 16,717 sq. ft.; and being Lot 2 as shown on said Plan.

All bearings are magnetic north.

Subject to an easement to Portland Water District as described in a deed recorded in the said Registry of Deeds in Book 15330, Page 143; and further subject to an unrecorded easement benefiting said Portland Water District for maintenance of a water line within the Passage Way as shown on said Plan.

And together with an easement and right of way for foot and vehicular traffic to and from said Anderson Street and to and from the within Lot 2 across the parking areas of Lot 1, as shown of said Plan, and a parking easement for two (2) vehicles and for a portion of one additional vehicle on the parking areas on said Lot 1, and an access and use easement from the within Lot 2 across paved walkways on the said Lot 1 to the trash can storage area of said Lot 1, as more particularly shown on Site Plan, Peoples Regional Opportunity Program, Portland Housing Development, Anderson Street, PHA, Portland, Maine, dated June 18, 2002, Pinkham and Greer, Consulting Engineers, Inc [drawing C2], and all for the benefit of the occupants of the within Lot 2.

---



Lawyers Title Insurance Corporation  
Schedule B- Section 1  
Requirements

The following are the requirements to be complied with:

Item (a) Payment to or on account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Note: As used herein recorded shall mean recorded with the Cumberland County Registry of Deeds.

1. All outstanding real estate taxes, water, sewer and other municipal betterment assessments and charges to be paid at or prior to the closing.
  2. Duly authorized, executed and recorded deed(s) from Portland Housing Authority and Portland Housing Development Corp. vesting fee simple title in Peoples Regional Opportunity Program or assigns. Real Estate Transfer Tax forms plus a check made out to the appropriate county Registry of Deeds in the amount of the Transfer Tax must accompany the deed to be recorded in this transaction.
  3. Duly authorized, executed and recorded mortgage from Peoples Regional Opportunity Program or assigns to Key Bank, N.A. securing its loan. NOTE: A creditors' rights exception will be added to Schedule B-Part I of the policy if the mortgage is not recorded within ten (10) days of its execution.
-

Lawyers Title Insurance Corporation  
Schedule B- Section 2  
Exceptions

Case No. :02-Cum-04

The policy or policies to be issued will contain exceptions as to the following unless the same are disposed of in satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date he proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Note: As used herein recorded shall mean recorded with the Cumberland County Registry of Deeds.

1. Taxes assessed as of April 1, 2002 and for subsequent years. NOTE: Sellers are quasi-governmental agencies and are currently exempt from real property taxes.

2. Persons in possession.

Note: Upon receipt of an executed Owner's and Purchaser's Affidavit and Indemnity, this exception will be deleted or amended in accordance with the facts disclosed thereby.

3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary-line disputes, overlaps, encroachments, any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

Note: Upon receipt of a current Mortgage Loan Inspection Plan, or survey with Surveyor's Affidavit, this exception will be deleted or amended in accordance with the facts disclosed thereby. (Loan Policy)

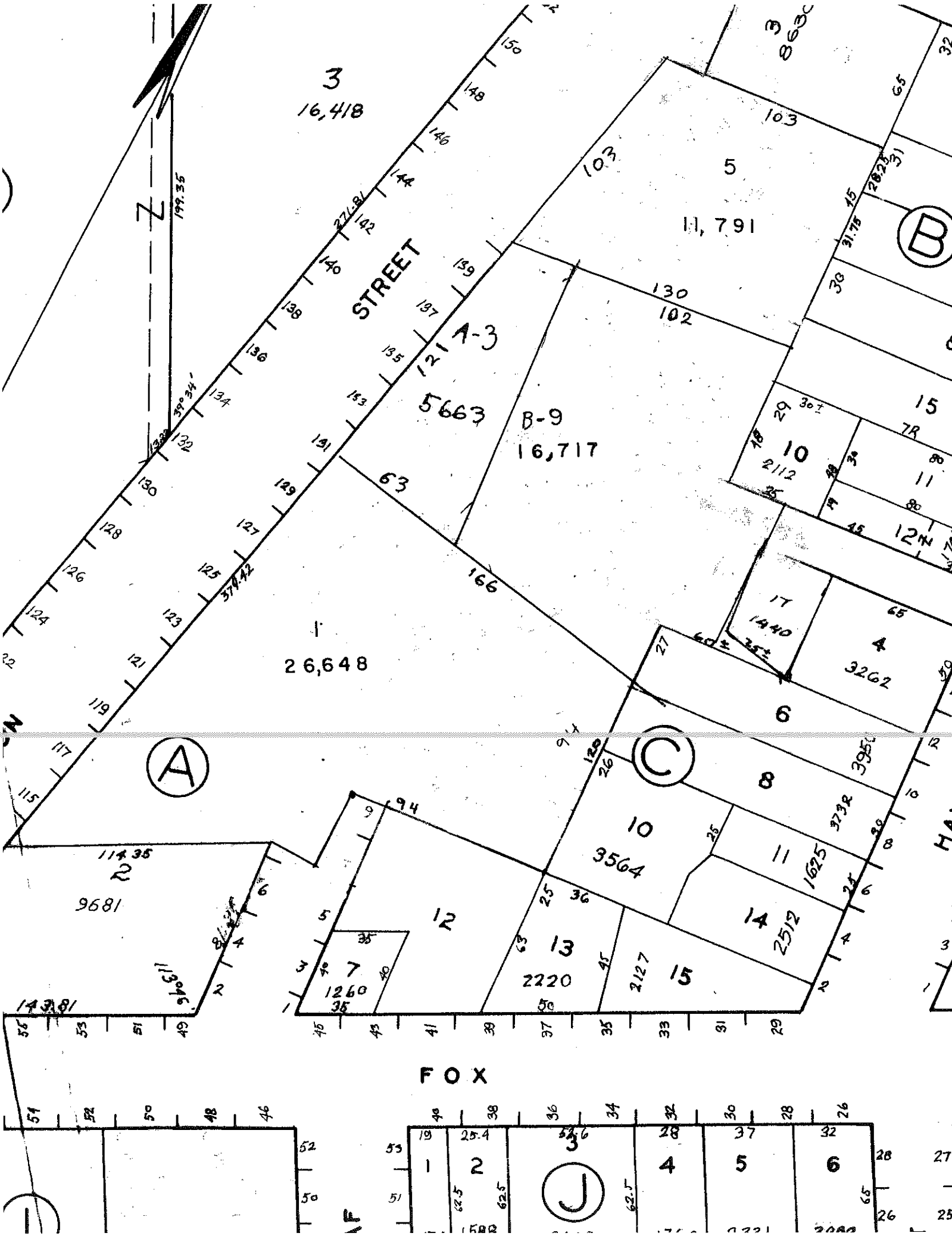
4. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: Provided this is not a construction loan, upon receipt of an executed Owner's and Purchaser's Affidavit and Indemnity indicating no such rights, this exception will be deleted from the policy. (Loan Policy)

5. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways. NOTE: There is a way entitled "Passage" shown on City of Portland Assessor's Tax Map 12 between Hammond Street and the now discontinued Cove Street, to which title cannot be readily determined. This policy insures against loss or damage, including reasonable attorney's fees, for claims for the forced removal of the improvements from the above referenced passage.

6. Subject to an easement to Portland Water District to maintain a water line in the area of the now discontinued Cove Street recorded in Book 15330, Page 143.

7. Subject to an apparent easement to Portland Water District to maintain a water line in the above reference passage.



3  
16,418

5  
11,791

B-9  
16,717

26,648

2  
9681

10  
3564

14  
2512

FOX

STREET

A-3  
5663

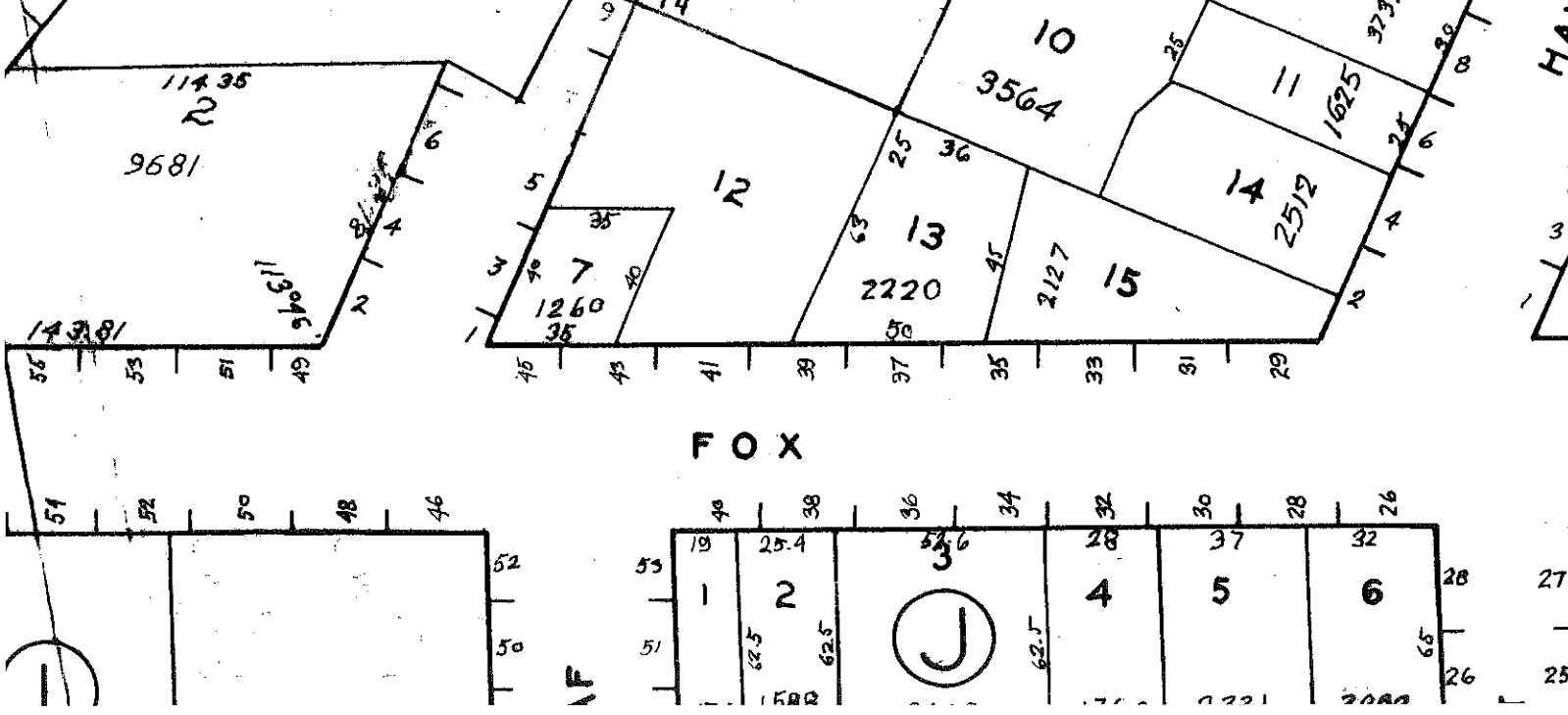
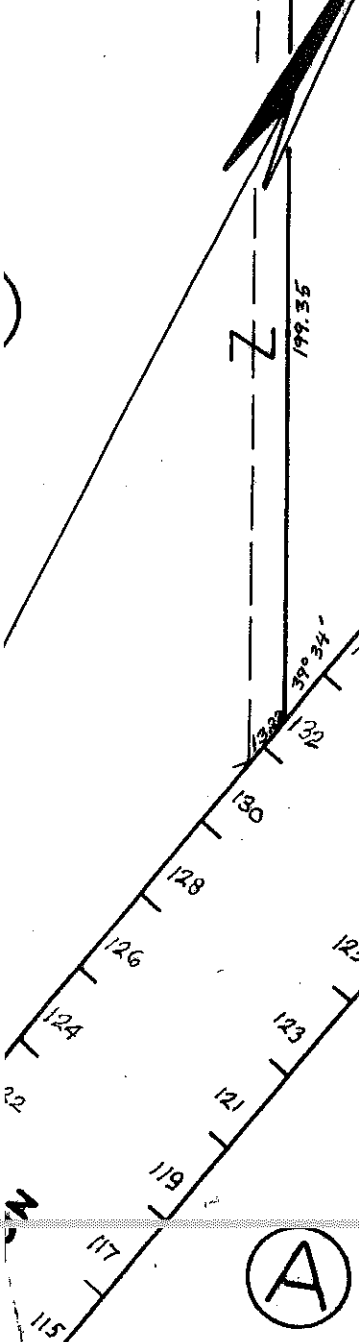
(A)

(B)

(C)

(J)

AF



**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
Planning Copy**

2002-0140  
Application I. D. Number  
06/18/2002  
Application Date  
**PROP Family Housing**  
Project Name/Description

**PROP**  
Applicant  
510 Cumberland Avenue, Portland, ME 04101  
Applicant's Mailing Address

Consultant/Agent  
**Applicant Ph: (207) 842-2988      Agent Fax:**  
Applicant or Agent Daytime Telephone, Fax

113 - 113 Anderson St, Portland, Maine  
Address of Proposed Site  
012 B009001  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building     Building Addition     Change Of Use     Residential     Office     Retail  
 Manufacturing     Warehouse/Distribution     Parking Lot     Other (specify) \_\_\_\_\_

12600      B5  
Proposed Building square Feet or # of Units      Acreage of Site      Zoning

**Check Review Required:**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan<br>(major/minor) | <input checked="" type="checkbox"/> Subdivision<br># of lots <u>2</u> | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review           |
| <input type="checkbox"/> Flood Hazard                          | <input type="checkbox"/> Shoreland                                    | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification         |
| <input type="checkbox"/> Zoning Conditional<br>Use (ZBA/PB)    | <input type="checkbox"/> Zoning Variance                              |  | <input checked="" type="checkbox"/> Other <u>9 Units</u> |

Fees Paid:    Site Plan    \$500.00    Subdivision    \_\_\_\_\_    Engineer Review    \$451.33    Date    09/18/2002

**Planning Approval Status:**

Reviewer Kandi Talbot

- Approved       Approved w/Conditions  
See Attached       Denied

Approval Date 08/13/2002      Approval Expiration 08/13/2003      Extension to \_\_\_\_\_       Additional Sheets  
Attached

OK to Issue Building Permit      Kandi Talbot  
signature      \_\_\_\_\_  
date

Performance Guarantee     Required     Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>03/03/2003</u> date	<u>\$39,906.50</u> amount	<u>09/25/2003</u> expiration date
<input type="checkbox"/> Inspection Fee Paid	_____ date	_____ amount	
<input type="checkbox"/> Building Permit Issue	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	<b>See Comments tab</b> signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	_____ expiration date
<input type="checkbox"/> Final Inspection	_____ date	_____ signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature	

**PORTLAND HOUSING AUTHORITY****14 BAXTER BOULEVARD  
PORTLAND, MAINE 04102**

August 9, 2002

Peninsula Community LP  
c/o People's Regional  
Opportunity Program  
510 Cumberland Avenue  
Portland, Maine 04101  
Attn.: Grant Lee, Executive Director

Dear Grant:

This letter will confirm that Portland Housing Authority ("PHA") is willing to grant to Peninsula Community LP ("PCLP") a license agreement to access a dumpster to be located on PCLP's property on Anderson Street in Portland. The license will be for a term of one year and will be automatically renewable for successive terms of one year each, unless PHA sends PCLP written notice at least 60 days before the end of the then-current term stating PHA's intent not to renew the license. The license may not be transferred to an entity that is not controlled by People's Regional Opportunity Program.

Sincerely,

**PORTLAND HOUSING AUTHORITY**

By:

  
Peter Howe, its Executive Director

Kandice Talbot, Planner  
Planning & Urban Development  
City of Portland  
389 Congress Street  
Portland, Maine 04101

July 26, 2002

RE: 113 Anderson Street, Portland, Maine – Narrative to Planning Board Public Hearing

Dear Kandice:

We offer the following in response to your Memorandum of July 9, 2002 regarding the People's Regional Opportunity Program's development of three, three-unit triplexes at 113 Anderson Street here in Portland:

Traffic

1. The parking lot has been modified to bring all parking spaces, I believe, into compliance with City of Portland Technical and Design Standards.
2. The space created by the retaining wall on the Portland Housing Authority parcel is for parking.  
~~The site plan has been revised to indicate this~~
3. A construction detail for the concrete sidewalk has been included for your review.

Building Design

1. Given the industrial nature of the properties across the street we feel that creating a central green space between the three buildings is an appropriate gesture. This will allow the residents to exit their homes into an outdoor space with a residential feel rather than industrial. We have added street plantings along Anderson Street in order to minimize the impact of the Street side facade.

Sewers, Water, Solid Waste Disposal

1. A letter of adequate sewer capacity has been included with this submission for review.
2. Utilities for all three buildings will be underground.
3. A single sanitary sewer connection will be made to the existing combined sewer as requested.  
The site plan has been revised to indicate this.
4. A dumpster enclosure detail has been provided for review.

5. An easement from Portland Housing Authority granting access for solid waste removal is currently under negotiation.

#### Landscaping

1. Additional trees have been added to the site plan.

#### Soil and Drainage

1. The drainage ditches have been modified to reduced off site runoff as recommended. They will now direct runoff to a catch basin at the rear of the property.
2. The owner, PROP, is the responsible for the removal of snow from the site. The site plan has been revised to indicate this.

#### Lighting

1. Catalogue cuts for the exterior light fixtures has been included for review.

#### Fire

1. Each of the three buildings will have sprinklers.

Please let us know if you need any further information. Thank you.

Sincerely,

---

Chris Cavendish

Department of Public Works

William J. Bray  
Director

## CITY OF PORTLAND

July 25, 2002

Mr. Scott Teas, AIA  
TFH Architects  
100 Commercial Street  
Portland, ME 04101RE: The Capacity to Handle Wastewater Flows,  
From a Nine Unit, Peoples Regional Opportunity Program (P.R.O.P.) Project  
(At the N.E. Corner of Anderson and Cove Streets)

Dear Mr. Teas:

The existing forty eight inch (48") inch diameter brick sanitary interceptor sewer located in Anderson Street, has adequate capacity to transport the anticipated wastewater flows of 2,430 GPD, from the proposed construction of three (3), three (3) dwelling unit buildings at the northeast corner of Anderson and Cove Streets.

The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the total anticipated wastewater flows of 2,430 GPD, from the proposed nine P.R.O.P. units.

Anticipated Wastewater Flows from the P.R.O.P. Units

Three (3) bedroom unit at 270 gpd x three (3) units/building x three (3) buildings = 2,430 gpd

Total Proposed Increase in Wastewater Flows for this Project = 2,430 gpd

The City's combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and the Maine D.E.P., requires C.S.O. abatement, as well as Stormwater mitigation, from all projects, in order to offset any increase in sanitary flows.

If I can be of further assistance, please call me at (207) 874-8828.

Sincerely yours,  
CITY OF PORTLAND

*William B. Goodwin*  
William B. Goodwin, P.E.  
Environmental Engineer

WBG:jw

cc: William J. Bray, P.E., Director of Public Works  
Alexander Q. Jaegerman, Acting Co-Director, Dept of Planning, and Urban Development, City of Portland  
Kandice Talbot, Planner, Department of Planning & Urban Development, City of Portland  
Eric J. Labelle, P.E., City Engineer, City of Portland  
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland  
Anthony W. Lombardo, P.E., Project Engineer, City of Portland  
Stephen K. Harris, Assistant Engineer, City of Portland  
Todd F. Merkle, Field Inspections Coordinator  
Frank J. Brancey, Senior Engineering Technician, City of Portland  
Desk File





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The Archetype®  
revision 2/14/00 • sar.pdf

Type:  
Job:



### Standard Features

<p><b>Mounting</b></p> <p>3SY configuration is available for round poles only.</p>	<p>Plan View:</p> <p>Wall Mount</p> <p>EPA: 0.7 1.4 1.2 1.9 1.9 2.5</p> <p>Cat. No.: <input checked="" type="checkbox"/> 1SA <input type="checkbox"/> 2SB <input type="checkbox"/> 2SL <input type="checkbox"/> 3ST <input type="checkbox"/> 3SY <input type="checkbox"/> 4SC <input type="checkbox"/> 1W</p>																																															
<p><b>Fixture</b></p> <p>Cat. No. designates fixture and light distribution. Also see the Kim Site/Roadway Optical Systems Catalog for detailed information on reflector design and application.</p>	<p>Fixture Light Distribution:</p> <p>Type II Type III Type IV Forward Throw Type V Square</p> <p>Cat. No.: <input type="checkbox"/> SAR2 <input type="checkbox"/> SAR3 <input checked="" type="checkbox"/> SAR4 <input type="checkbox"/> SAR5</p>																																															
<p><b>Electrical Module</b></p> <p>HPS = High Pressure Sodium MH = Metal Halide</p>	<p>Cat. Nos. for Electrical Modules available:</p> <table border="1"> <tr> <td><input type="checkbox"/> 70HPS120</td> <td><input type="checkbox"/> 100HPS120</td> <td><input type="checkbox"/> 150HPS120</td> </tr> <tr> <td><input type="checkbox"/> 70HPS208</td> <td><input type="checkbox"/> 100HPS208</td> <td><input type="checkbox"/> 150HPS208</td> </tr> <tr> <td><input type="checkbox"/> 70HPS240</td> <td><input type="checkbox"/> 100HPS240</td> <td><input type="checkbox"/> 150HPS240</td> </tr> <tr> <td><input type="checkbox"/> 70HPS277</td> <td><input type="checkbox"/> 100HPS277</td> <td><input type="checkbox"/> 150HPS277</td> </tr> <tr> <td><input type="checkbox"/> 70HPS347</td> <td><input type="checkbox"/> 100HPS347</td> <td><input type="checkbox"/> 150HPS347</td> </tr> </table>	<input type="checkbox"/> 70HPS120	<input type="checkbox"/> 100HPS120	<input type="checkbox"/> 150HPS120	<input type="checkbox"/> 70HPS208	<input type="checkbox"/> 100HPS208	<input type="checkbox"/> 150HPS208	<input type="checkbox"/> 70HPS240	<input type="checkbox"/> 100HPS240	<input type="checkbox"/> 150HPS240	<input type="checkbox"/> 70HPS277	<input type="checkbox"/> 100HPS277	<input type="checkbox"/> 150HPS277	<input type="checkbox"/> 70HPS347	<input type="checkbox"/> 100HPS347	<input type="checkbox"/> 150HPS347																																
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<p><b>Finish</b></p> <p>Super TGIC powder coat paint over a chromate conversion coating.</p>	<p>Color: Black Dark Bronze Light Gray Platinum Silver White *Custom Color</p> <p>Cat. No.: <input type="checkbox"/> BL-P <input checked="" type="checkbox"/> DB-P <input type="checkbox"/> LG-P <input type="checkbox"/> PS-P <input type="checkbox"/> WH-P <input type="checkbox"/> CC-P</p> <p>* Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description: _____</p>																																															



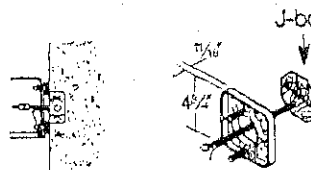
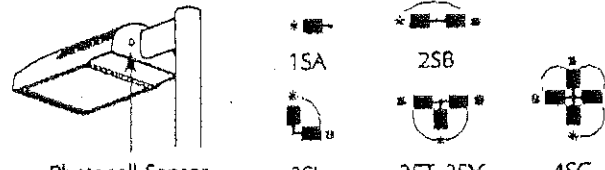
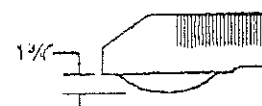
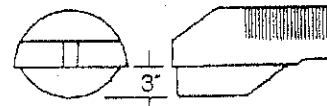
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Job:

Page: 3 of 5



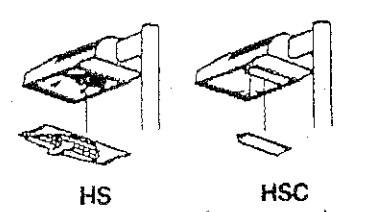
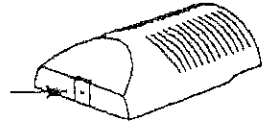
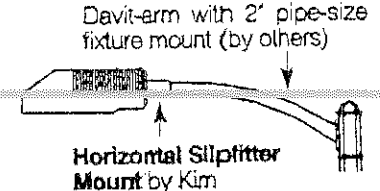
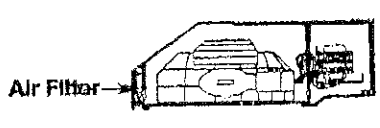
### Optional Features

<p><b>Wall Mounting</b> Cat. No. <b>1W</b> Select from Mounting on page 2.</p>	<p>Fixture mounts to 3' or 4' Junction Boxes by a cast aluminum adapter plate with fixture mounting bolts. <b>NOTE:</b> Junction Box in wall must provide adequate fixture support. See NEC sections 370-13, 17 and 410-14, 16. Quick-disconnect plug and wiring are provided to allow field connections prior to fixture mounting.</p>	 <p>Wall mount using adapter plate 3' or 4' J-box in wall (by others)</p>
<p><b>Photocell Control</b> Cat. No. (See right) <input type="checkbox"/> No Option</p>	<p>Fixture supplied with an internal photocell with the sensor on the fixture end facing the pole. For multiple-fixture pole mountings, one fixture has a photocell to operate the others. Not available if wall mounted (1W).</p> <p>Cat. No.    Line Volts:  <input type="checkbox"/> A-30    120V  <input type="checkbox"/> A-31    208V  <input type="checkbox"/> A-32    240V  <input type="checkbox"/> A-33    277V  <input type="checkbox"/> A-35    347V</p>	<p>Mounting Configuration: * - Fixture with Photocell Sensor S - slave unit(s) No fixture wattage limit.</p>  <p>Photocell Sensor</p>
<p><b>Convex Glass Lens</b> Cat. No. <input type="checkbox"/> CGL <input checked="" type="checkbox"/> No Option</p>	<p>The 3/16" thick clear convex tempered glass lens replaces the standard flat glass lens. Provides increased lens presence and provides a subtle improvement in uniformity where pole spacing is extreme. Increases effectiveness of houseside shielding.</p>	
<p><b>Polycarbonate Shield</b> Cat. No. <input type="checkbox"/> LS <input checked="" type="checkbox"/> No Option</p>	<p>Supplied with a one piece vacuum formed, clear, UV stabilized convex polycarbonate, fully gasketed, replacing the standard tempered glass lens. <b>CAUTION:</b> Use only when vandalism is anticipated to be high. Useful life is limited by UV discoloration from sunlight and metal halide lamps.</p>	



Type:  
Job:

### Optional Features

<p><b>Houseside Shield</b> Cat. No. (See right) <input type="checkbox"/> No Option</p>	<p>(Types II, III, and IV only). Fixtures with the standard flat glass lens are available with stamped aluminum louvers that pass streetside light and block houseside light, and a blackened panel added to the reflector to reduce houseside reflections. Fixtures with the optional convex glass lens are available with a formed aluminum shield that passes streetside light and blocks houseside light, and a black anodized panel added to the reflector to reduce houseside reflections. Use with clear lamps only, as coated lamps reduce effectiveness.</p> <p>Cat. No. <input checked="" type="checkbox"/> <b>HS</b> Recommended for use with clear lamps only. Effectiveness is reduced for coated lamps. Not for use with Type V light distributions. <input type="checkbox"/> <b>HSC</b> For use with all fixtures with convex glass lens. Not for use with Type V light distributions.</p>	 <p><b>HS</b> for flat lens</p> <p><b>HSC</b> for convex lens</p>
<p><b>Tamper-Resistant Latch</b> Cat. No. <input type="checkbox"/> TL <input type="checkbox"/> No Option</p>	<p>Standard die-cast latch is provided with a captive 10-32 stainless steel flat socket-head screw to prevent unauthorized opening.</p> <p><b>NOTE:</b> Required only for vandal protection in locations where fixtures can be reached by unauthorized persons.</p>	
<p><b>Horizontal Slipfitter Mount</b> Cat. No. <input type="checkbox"/> HSF <input type="checkbox"/> No Option</p>	<p>Replaces standard mounting arm with a slipfitter which allows fixture to be mounted to a horizontal pole davit-arm with 2" pipe-size mounting end (2 3/8" O.D.). Cast aluminum clamp-type slipfitter with set screw anti-rotation lock. Bolts to housing from inside the electrical compartment using mounting holes for the standard support arm. Davit-arm must be field drilled at a set screw location to insure against fixture rotation. Finished to match fixture and arm.</p>	 <p>Davit-arm with 2" pipe-size fixture mount (by others)</p> <p><b>Horizontal Slipfitter Mount by Kim</b></p>
<p><b>Special Options for Street Lighting</b> Cat. No. <input type="checkbox"/> AF <input type="checkbox"/> No Option</p>	<p><b>Air Filter (AF):</b> Allows for ventilation through the optical chamber, filtering all air particles above 500 microns. Multi-layer disc assembly mounted on solid wall between optical compartment and latch cavity.</p>	 <p><b>Air Filter</b></p>

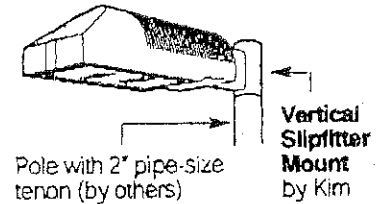


Type:  
 Job:

### Optional Features

**Vertical Slipfitter Mounts**  
 Cat. No. includes Mounting  
 Cat. No. (See right)  
 No Option

Allows fixture with standard support arm to be mounted to poles having a 2" pipe-size tenon (2 3/8" O.D. x 4 1/2" min. length). All mounting configurations can be used (1SA, 2SB, 2SL, 3ST, 3SY, 4SC). 4" square or round die-cast aluminum with flush cap, secured by four 3/8" stainless steel set point allen screws, finished to match fixture and arm.



- Cat. No.  
 VSF-1SA  
 VSF-2SB  
 VSF-2SL  
 VSF-3ST  
 VSF-3SY  
 VSF-4SC



Round

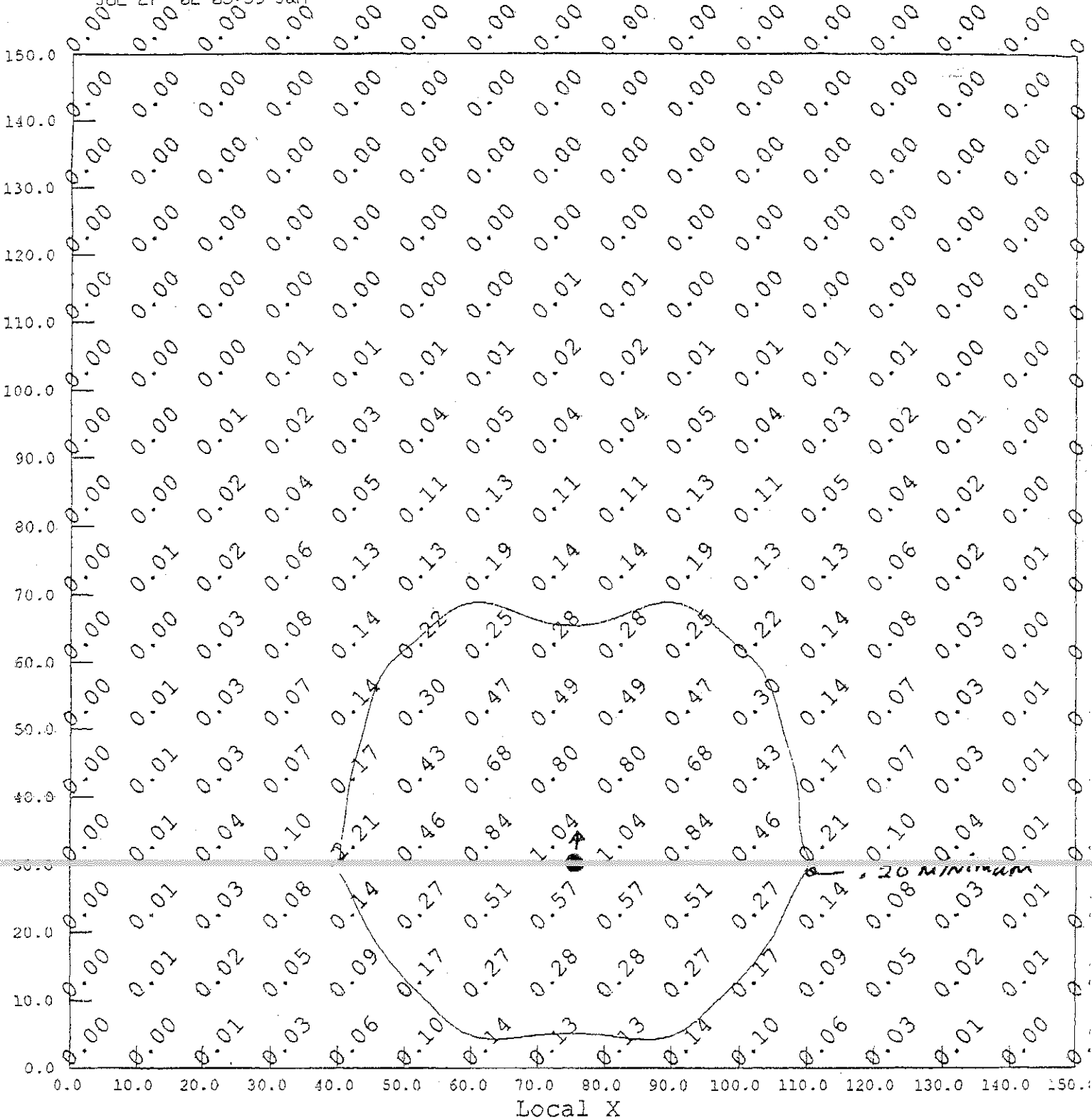
Stainless steel set screws



Square

- Cat. No.  
 SVSF-1SA  
 SVSF-2SB  
 SVSF-2SL  
 SVSF-3ST  
 SVSF-4SC

- Mounting Configuration  
 1SA - single arm mount  
 2SB - 2 at 180°  
 2SL - 2 at 90°  
 3ST - 3 at 90°  
 3SY - 3 at 120°  
 4SC - 4 at 90°



30% loss factor included  
 20'0" TO bottom of lens

70 WATT METAL HALIDE

**Site, Arbitrary Grid, Horizontal Illuminance**

Scale: 1" = 20'0"

ARCHITECTURAL  
AREA  
LIGHTING

SL VG  
Vandal Guard

2-1

The SL VG Vandal Guard fixture is the new standard for vandal resistant lighting. The small size and pure forms of the Vandal Guard make it a perfect compliment to any site lighting design such as parks, schools and pedestrian areas. A high performance reflector system delivers higher levels of illumination, at lower wattages, than old style vandal fixtures. A segmented, specular and semi-specular optical system combined with a vertical lamp orientation delivers better quality lighting while saving energy. The housing and cage are a one piece high strength casting. The Vandal Guard can be post top or arm mounted.

POLE MOUNTED  
PEDESTRIAN PATH LIGHT

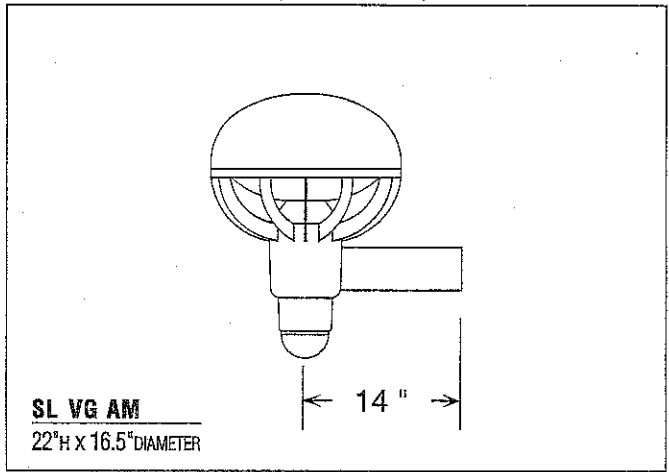
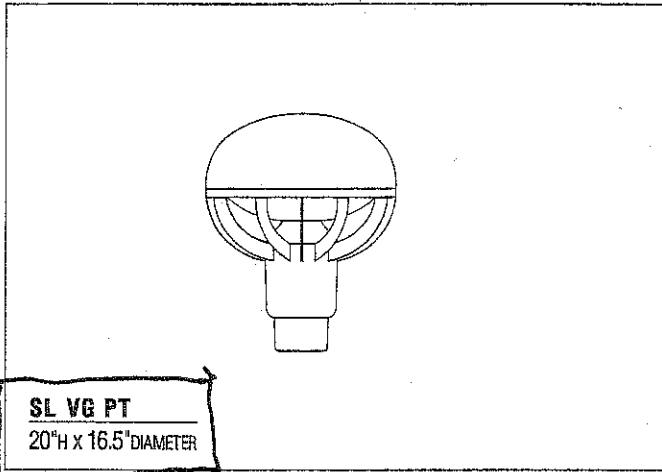


SL VG PT3 PR4-4R14



SL VG PT5 PR4-4R10

AESTHETICS + PERFORMANCE + VALUE



**Catalog Numbers**

		METAL HALIDE			HPS			WT. EPA	
		70	100	175	70	100	150		
SL VG PT3	POST TOP MOUNT, TYPE 3 DISTRIBUTION	•	•	•	•	•	•	36	1.43
SL VG PT5	POST TOP MOUNT, TYPE 5 DISTRIBUTION	•	•	•	•	•	•	36	1.43
SL VG AM3	WITH ARM, TYPE 3 DISTRIBUTION	•	•	•	•	•	•	42	1.86
SL VG AM5	WITH ARM, TYPE 5 DISTRIBUTION	•	•	•	•	•	•	42	1.86

\*ED-17 LAMPS ONLY

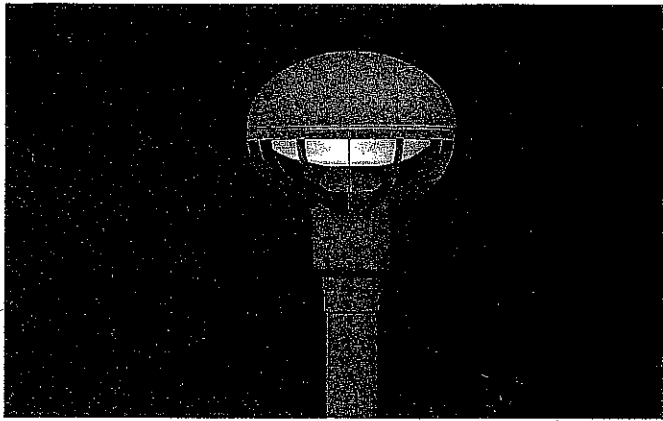
\*CONSULT THE FACTORY FOR SPECIAL SIZE TENONS OR MOUNTING ARRANGEMENTS FOR NEW OR EXISTING POLES.

**EXAMPLES**

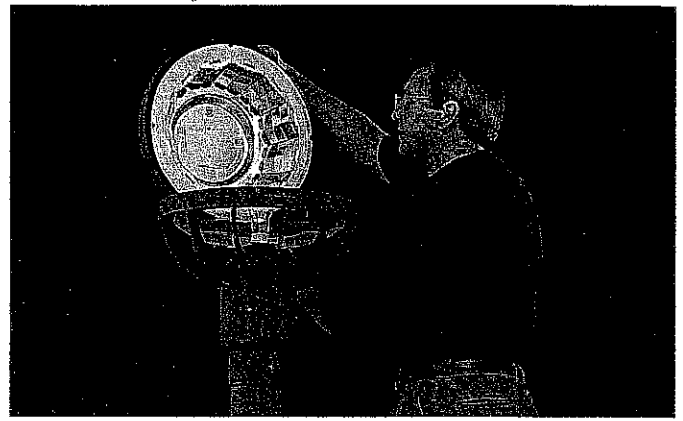
FIXTURE	LAMP	VOLTAGE	ARM	BASE-TUBE	COLOR	OPTIONS
SL VG AM3	100HPS	277	•	•	DBZ	WPS
SL VG PT5	150HPS	120	•	PR4-4R10-125	BLK	BC2-4
SL VG PT3	175MH	120	•	DB6-4R14-226	WHT	GFI
2-SL VG AM5	175MH	277	•	PR5-5R14-188	LGY	BANNER ARMS

**OPTIONS**

- HSS** House side shield
- LXN** Polycarbonate lens in lieu of acrylic
- LDL** Lightly diffused lens to conceal the fixture interior
- WPS** Wall mounting plate for AM (arm) versions

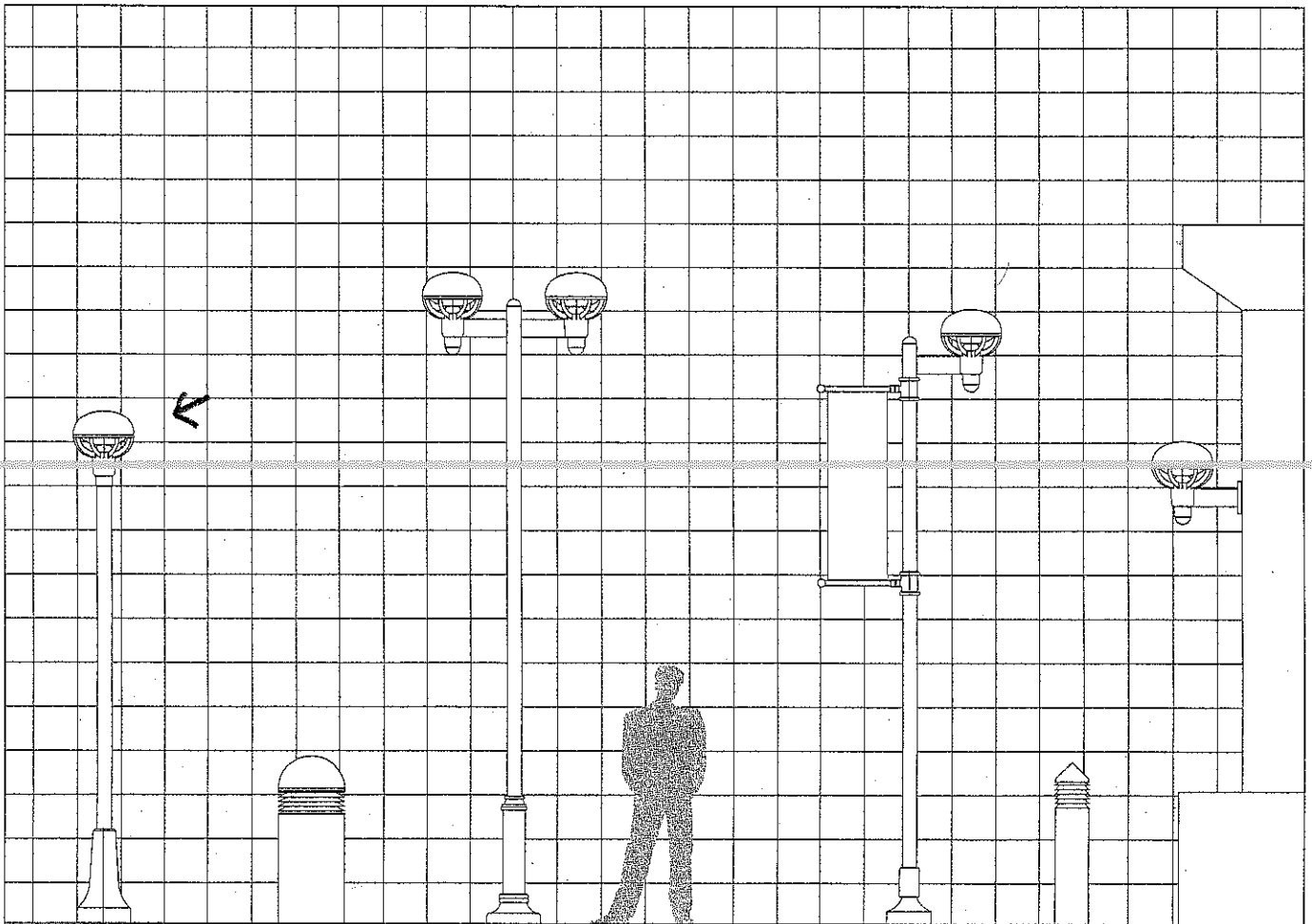


An optional feature on the SL VG is an LDL (lightly diffused lens) to conceal the optical chamber and lamp.



The vandal guard features a segmented, high performance reflector system. The gasketed top assembly is removable for lamp access. The housing has an integral ballast compartment with easy side access for servicing.

### Typical Configurations



SCALE: 1/4"=1'

HEAD	SL VG-PT	CB18R	2-SL VG-AM	SL VG-AM	CB9S	SL VG-AM
ARM	•	•	•	•	•	•
POLE	PR4-4R10	•	DB6-4R14	PR4-4R13	•	•
OPTIONS	BC5-4	•	•	2-BBS4-18 BC2-4	•	WPS



# Specifications

2-4

## HOUSING

Housing shall be cast aluminum. Aluminum shall be certified as pure #356 alloy, free of any porosity, foreign materials or cosmetic fillers. Castings shall be of uniform wall thickness with no warping or mold shifting. Minimum wall thickness shall be 3/16". The top ring, cage and ballast housing shall be a one piece, high strength casting. Electrical components are mounted in the fixture within a sealed compartment. The ballast compartment shall be sealed with a cast aluminum cover and a silicone gasket. All hardware shall be tamper resistant stainless steel.

The lens shall be one piece molded acrylic, sealed in the housing with silicone gaskets to prevent dust, insect or moisture contamination.

## ELECTRICAL

All electrical components shall be U.L. listed. Ballasts are high power factor rated for -30° starting. Ballast shall be mounted to the cast housing for maximum heat dissipation. Medium base porcelain sockets shall be 4KV rated, mounted base up in the housing. The electrical assembly shall be prewired with quick disconnects for installation and servicing.

## REFLECTOR MODULE

The optical assembly shall consist of an outer housing of spun aluminum that is completely sealed to prevent dust, insect or moisture contamination. The reflector module shall consist of segmented, specular and semispecular Alzak® panels precisely formed and positioned within the housing. The reflector module shall be rotatable on ninety degree increments for proper field positioning.

## MOUNTING

Post top mounting: the housing shall slip a four inch O.D. pole and be secured to the pole with three stainless steel set screws.

Arm mounting: the arm shall be 6063 T-6 extruded aluminum, circumferentially welded to the fixture housing. The arm shall have an internal, cast aluminum end plate welded inside the arm. The plate shall be tapped to accept two 3/8-16 bolts for pole mounting.

## FINISH

Fixture finish shall consist of cleaning, etching, and rinsing followed by a protective chromate primer, deionized water rinse, oven dry off and top coated with a thermoset TGIC super polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

## RELAMPING

Four captive, stainless steel, allen head screws are loosened to remove the top for relamping.

## CERTIFICATION

Fixtures shall be listed with ETL Testing Laboratories for wet location use.

## WARRANTY

Fixture shall carry a limited warranty of three years.

Ballast components shall carry the ballast manufacturer's limited warranty.

# Photometrics

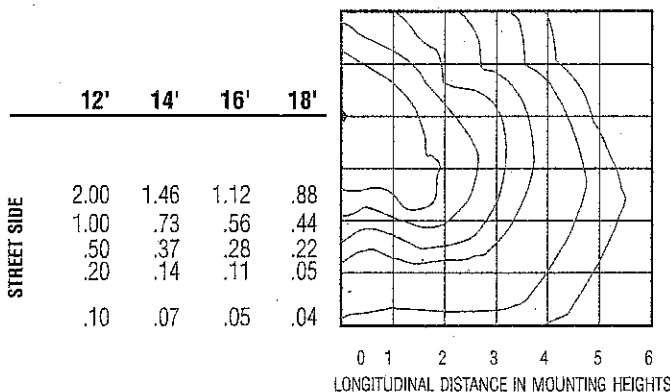
Complete photometric data for all reflector configurations is available in IES formatted files on 3.5" disks. Call your local AAL representative for a copy. All testing is performed by a certified independent laboratory.

To substitute another lamp in the isocandle charts, multiply the chart values by the conversion factor. Mounting height is to the lamp center.

LAMP TYPE	LUMENS	▼CONVERSION FACTOR
* 70w MH, clear	5000	.36
100w MH, clear	8500	.61
175w MH, clear	14000	1.00
70w HPS, clear	6400	.46
100w HPS, clear	9500	.68
150w HPS, clear	16000	1.14

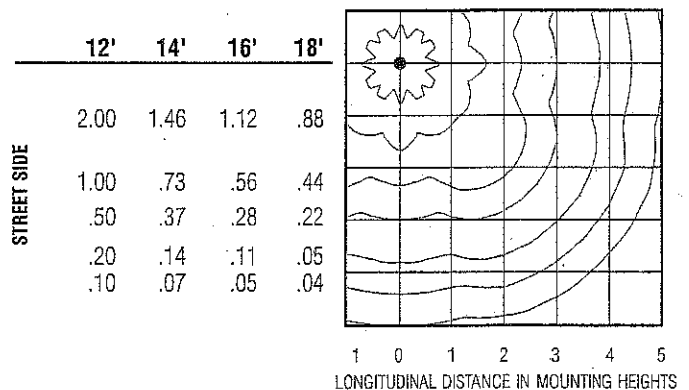
## SL VG PT3-175MH

Horizontal footcandles  
175w MH ED-17 12' mounting height



## \* SL VG PT5-175MH

Horizontal footcandles  
175w MH ED-17 12' mounting height



**Scott Teas**

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From: Scott Teas  
Sent: Tuesday, March 18, 2003 1:27 PM  
To: 'kcote@ci.portland.me.us'  
Cc: Grant Lee (E-mail); John DeStefano (E-mail); Alan Nichols (E-mail)  
Subject: PROP Triplex Family Housing - Phase I - Anderson Street

Dear Kandi,

This is a formal request to adjust the sequence of construction of the three triplex buildings that were approved for Anderson Street on November 12, 2002. We propose that Phase I now include the building on the southeast corner of the property ( next to Portland Housing) in lieu of the building on Anderson Street. The parking area and walk system will remain as presented on our documents dated 11/4/02 and 8/9/02. Additional walk systems will be constructed to provide access. Approval of minor modifications to underground utility runs will also be requested.

Drawings depicting the above modifications will be provided to you on Wednesday, March 19. Please note that the overall site design, building locations and number of units and proposed amenities will not change. We will propose to remove the basement from the original Phase I Anderson Street building due to the high water table. The location, proposed first floor elevation and overall appearance of the building will not change.

You may be aware that eight modules for Phase I were delivered last month and are presently being stored on a site in Windham, Maine. The manufacturer is extremely anxious to have these buildings set so that he can receive compensation for his efforts. We request that any and all efforts be made by you and Staff to grant this authorization to proceed with the above modifications. I will deliver drawings to you tomorrow. In the meantime, please do not hesitate to call me with any questions. Sincerely, Scott

BECAUSE I WAS TOLD THAT  
THE 'E' MAIL WAS DOWN @  
CITY HALL. THIS IS A FAX  
COPY. PLEASE DISTRIBUTE  
TO KANDI, AARON, & ALEX