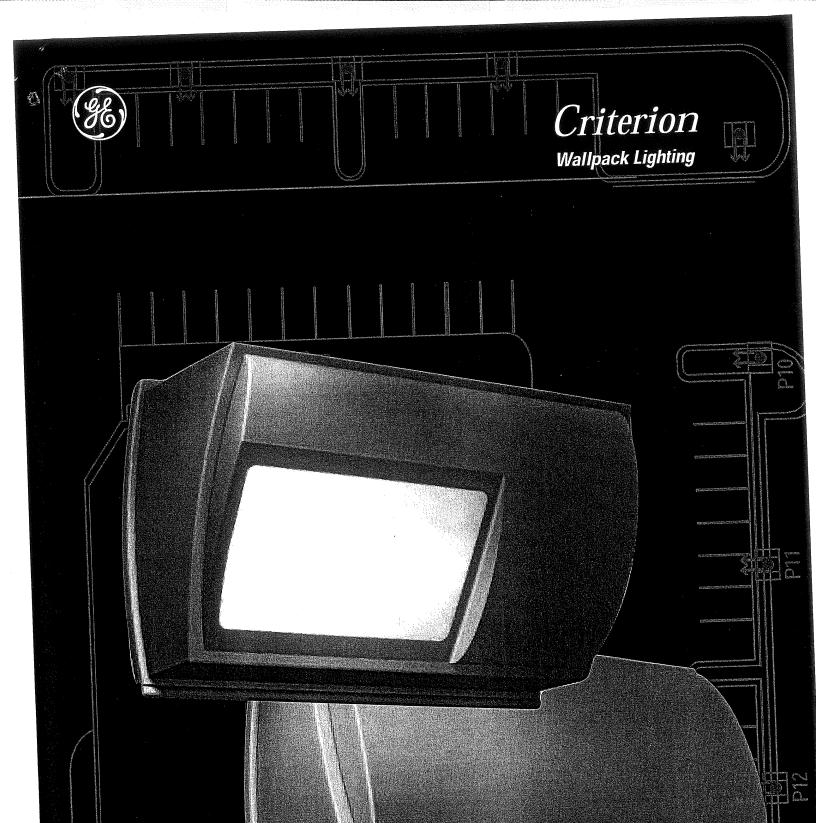
13-C-2 12-14 monroe St. Housing (Le Units) PROP 2003-0043

on Spreadshast

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

2002-0042			
Application	١.	D.	Numbe

DIAD		2/2	21/02		
PROP		Ap	plication Date		
Applicant 510 Cumberland Ave, Portland, ME		PF	OP Family Housing		
Applicant's Mailing Address			ect Name/Description		
Bob Cain / PROP		12 - 14 Monroe St, Portland, Mair	•		
Consultant/Agent		Address of Proposed Site			
Applicant Ph: (207) 842-2988 Agent F	ax:	013 C002001			
Applicant or Agent Daytime Telephone, Fax		Assessor's Reference: Chart-Block	-Lot		
Proposed Development (check all that apply			Residential Office Retail		
Manufacturing Warehouse/Distribu	ution Parking Lot	Other (spec	eify) 6 units and 1 existing		
11868 sq. ft.	10883	sq. ft.			
Proposed Building square Feet or # of Units	Acrea	ge of Site	Zoning		
Check Review Required:		(
<u> </u>	Subdivision # of lots	☐ PAD Review	14-403 Streets Review		
Flood Hazard	Shoreland	☐ HistoricPreservation	DEP Local Certification		
Zoning Conditional Use (ZBA/PB)	Zoning Variance		Other		
Fees Paid: Site Plan \$500.00	Subdivision	Engineer Review	Date <u>2/26/02</u>		
Planning Approval Status:		Reviewer	The second secon		
•	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 p	erformance guarantee has	been submitted as indicated below			
Performance Guarantee Accepted					
	date	amount	expiration date		
Inspection Fee Paid					
	date	amount			
☐ Building Permit Issue					
Danding 1 Citing 13500	date				
Performance Guarantee Reduced					
renormance Guarantee neutreu	dațe	remaining balance	signature		
Tomperory Codificate of Convene	auto	Conditions (See Attached)	-		
Temporary Certificate of Occupancy	date	Conditions (See Attaoried)	expiration date		
	ual e				
Final Inspection	dota	signature	_		
	date	signature			
Certificate Of Occupancy					
	date				
Performance Guarantee Released					
	date	signature			
Defect Guarantee Submitted					
	submitted date	amount	expiration date		
Defect Guarantee Released					
	date	signature			



THE FIRST TOTAL OUTDOOR LIGHTING SOLUTION DESIGNED TO SIMPLIFY YOUR LIFE

Wallpack Lighting

FORM, FUNCTION, FRUGALITY

At last, there is a complete outdoor lighting system designed to meet the functional, aesthetic, operational and economic needs of commercial and retail multi-site facilities. From the convenience and savings of interchangeable components, best-of-class optics and photometrics, to the beauty of complete architectural integrity in wall, area and flood lighting, our line of Criterion™ luminaires will meet your every need.

A BRILLIANT SOLUTION

Now all your lighting across the country and across the parking lot can have the same look. But the value of Criterion luminaires goes deeper than their sleek die-cast exteriors. From their low-profile hardware and concealed gaskets to their easy tool-free maintenance, every aspect of Criterion's housing has been designed to maximize beauty, strength, durability and economical operation. Best of all, the inside of this luminaire is just as beautiful as the outside.

The Criterion Series includes design breakthroughs that will change the way you choose and specify lighting for years to come.

CUT-OFF WALLPACK

The Criterion 175w and 400w Cut-Off Wallpacks are the fastest mounting luminaires in the West, or anyplace for that matter. Just remove the SnapDrive TM Electrical System, mount the wall gasket to provide an IP65 rating, then mount the housing using prepunched keyhole slots. Make your electrical connection and plug the SnapDrive back in. One person can do it with one ladder. It's fast and it's easy. Of course, you also get all the benefits of the Criterion family plus the superior light control of the Criterion Wallpack luminaires. The Cut-Off Wallpack projects light through a bottom opening to virtually eliminate all uplight. Bottom projection also allows for vertical lamp placement. Select the vertical burning pulse start lamp option for more light. Easy installation, more light, longer, where you want it. That's the Criterion Cut-Off Wallpack.

FORWARD THROW WALLPACK

The Criterion Forward Throw Wallpack offers a truly unique advantage. In addition to the long list of Criterion Family benefits, the

Criterion Cut-Off Wallpack

Criterion Forward Throw Wallpack

Wallpack Lighting HOUSING Die-cast aluminum housing for strength, beauty and low maintenance Scaled family styling for consistent site-enhancing look CRITERION. Concealed continuous gasket seals against harmful dust, dirt, moisture and insects (IP65 rating) A NEW Tool-less entry for easy, economical maintenance (except 70w) STANDARD Tamper-resistant option helps prevent unauthorized entry for security and safety IN HID (standard in 70w) Pre-punched key hole mounting slots, for fast and frugal installation LIGHTING Sliding notched hinge for quick and simple removal of the front housing (except 70w) 70w features economical direct mounting hallasts

Lighting for building perimeters, loading docks, entrances, parking lots, walkways, wallwashing, uplighting, ATM areas and drive-through lanes.

Choice of a palette of standard colors,
 188 RAL colors, or your own custom color

in fade- and abrasion-resistant powder

and liquid paints

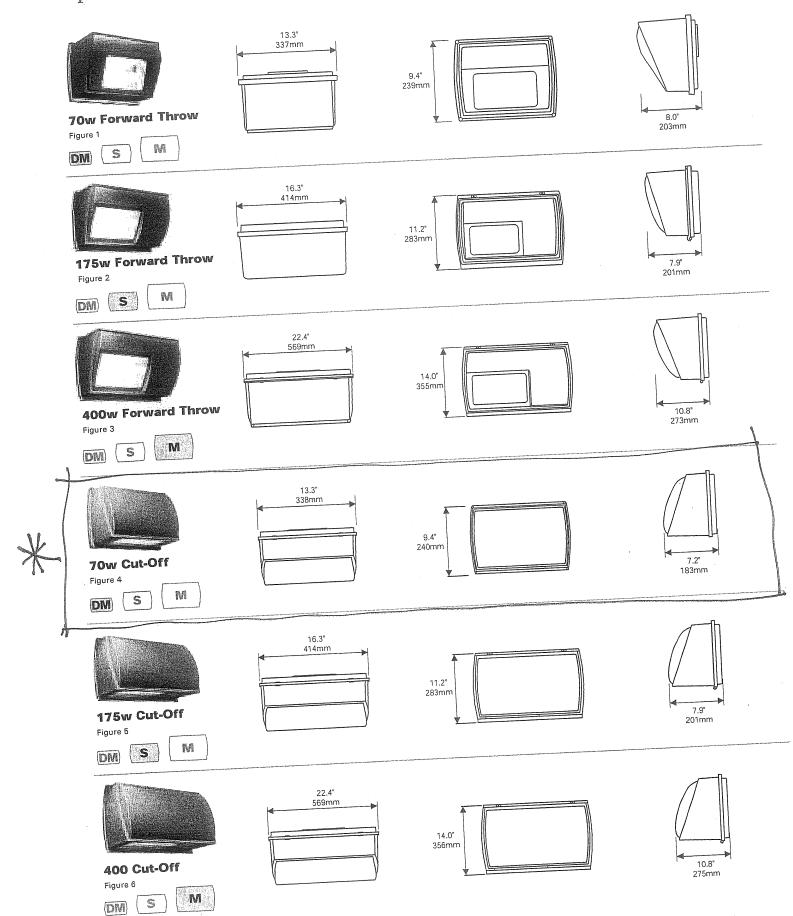
OPTICS

- Adjustable Throw Reflector and shielded lamp to accurately tune light placement (Forward Throw version)
- Cut-Off Reflector to maintain dark sky standards and please neighbors (Cut-Off version)
- Rugged hydro-formed reflector for consistent, repeatable performance
- Alglas[®] coating seals reflectors from contaminants for superior long term performance
- 35w to 400w MH, PMH and HPS lamp operation (consult ballast selection table for availability)

ACCESSORY OPTIONS

- EZAdd[™] Switched quartz (400w only)
- Single & dual fusing
- EZAdd[™] button PE

Specifications





MULTI-SITE

FACILITIES

Specifications

PHOTOMETRIC TABLE

of the programmers of		Source	Forward Throw Photo Gurve	Cutoff Photo Curve
ype	Wattage	HPS	451666	451773
irect Mount-	50	HPS	451667	451774
lectrical Components	70	PMH	451668	451775
Figures 1&4)	35	PMH	451669	451776
	50	PMH	451670	451777
	70	HPS	451671	451778
Small	100	HPS	451672	451779
w/SnapDrive	150	PMH	451673	451780
(Figures 2&5)	100	PMH	451674	451781
	150	PMH	N/A	451782
	175	MH	451675	451789
	175	HPS	451676	451784
Medium	250	HPS	451677	451785
w/SnapDrive	400	PMH	N/A	451786
(Figures 3&6)	250	PMH	N/A	451787
	400		451678	451788
	250	MH	451679	451789
	400	MH	701070	

PHOTOMETRIC REFERENCE



Cut-Off Distribution Pattern



Forward Throw Distribution Pattern

BALLAST SELECTION TABLE

ALLAST SE	LEUI	IOIA 12	466							
	Wattag	e Source	Lamp Size	Socket Size	Multi	120	208	240	277	480
lousing Type		PMH	ED17	MED	Control of the Contro	N,H				
irect Mount	35			MED	Н	Н	Н	Н	Н	<u>H</u>
lectrical Components	s 50	HPS	B17			N,H				
Figures 1&4)	50	PMH	BD17	MED ·			A,N,H	A,N,H	A,N,H	A,N,F
<u> </u>	70	HPS	B17	MED	A,N,H	A,N,H			N,H	N,H
	70	PMH	BD17	MED	N,H	N,H	N,H	N,H		1 4/1 1
	100	HPS	B17	MED	Н	Н	Н	H	Н	
Small		HPS	B17	MED	Н	Н	Н	Н	Н	
w/SnapDrive	150			MED	Н	Н	Н	Н	Н	
(Figures 2&5)	100	PMH	BD17		Н	Н	Н	Н	Н	
	150	PMH	BD17	MED			A	Α	A	
	175	PMH	BD17	MED	Α	A			Α	A
	175	MH	BD17	MED	Α	A	Α	A		A
	250	HPS	ED18	MOG	Α	Α	A	Α	A	
Medium		HPS	ED18	MOG	Α	Α	A	Α	A	A
w/SnapDrive	400			MOG	A	A	Α	Α	Α	Α
(Figures 3&6)	250	PMH	ED28		A	A	A	A	Α	Α
	400	PMH	ED28	MOG			A	A	A	Α
	250	MH	ED28	MOG	A	A			A	Α
	400	MH	ED28	MOG	А	A	A	A		

Specifications

CUSTOM CONFIGURATION TABLE

Consult Ballast and Photometric Selection Tables

Consult Ballast ar	nd Photom	netric Selection Tab		.	2	A	XXXX	D	XXX
Criterion Wallpack CCDX = Cut-off w/ Direct Mount Electricals CCSX = Cut-off Small CCMX = Cut-off Medium CTDX = Forward Throw w/Direct Mount Electricals CTSX = Forward Throw Small CTMX = Forward Throw Medium	05 = 50 07 = 70 10 = 100 15 = 150 17 = 175 25 = 250 40 = 400	Light Source (DM) S = HPS (DM) M = metal halide	Voltage 0 = Multivolt ⁿ 1 = 120	Ballast Type	Photo Electric Control 1 = no PE 3 = button PE ⁿ	Distribution A = Forward Throw (CTXX only) B = Cut-off (CCXX only) .	Color Standard Colors	U = aimed up D = aimed down	Options B = Time Delay Switched Qua F = Fusing ^a XXX = Special Option

NOTES: Unless otherwise requested, all luminaires supplied with lamp.

(DM) = Direct Mount Electricals / (S) = Small / (M) = Medium

(DM) = Direct Mount Electricals / (S) = Small / (M) = Medium

"Factory set to 277V / "Not available with Multivolt / "Switched Quartz available in 400w only

SUGGESTED CONFIGURATION

Typical configurations are provided below for common applications to simplify your choice.

-	tions are provided below for common applications to	Dock and Security Lighting	Parking Lot Lighting
70 watt	Entrance/Exit Lighting Exacting 5 CCDX 07 P O N 1 B DKBZ D CCDX 07 CTDX 07 P O N 1 A DKBZ D CTDX 07 CCSX 17 P O A 1 B DKBZ D CCSX 17	P O N 1 B DKBZ D P O N 1 A DKBZ D P O A 1 B DKBZ D A O A 1 A DKBZ D	CTSX 17 M O A 1 A DKBZ D
175 watt 400 watt	CCSX 17 CCMX 40 CTMX 40	P O A 1 B DKBZ D	CTMX 40 P O A 1 A DKBZ D

NOTICE: All data contained herein subject to change without notice. Patent Pending.

THE GE FIVE YEAR FIXTURE FAILURE WARRANTY

The GE Five Year Fixture Failure Warranty is a limited warranty which guarantees to you, the Purchaser for resale or use in business, that the factory installed electrical system (consisting of a core and coil ballast, ignitor, capacitor, socket, terminal board, photoelectric receptacle and wiring) inside GE HID lighting fixtures will be free of defects in material and workmanship for five (5) years from the date of manufacture, or five (5) years from the date the fixtures are shipped from the GE factory, whichever period you can substantiate. (Products bear a date code from which date of manufacture can be determined.) If any GE HID fixture falls to meet this warranty, GE will ship either a repaired or replacement part F.O.B. its factory, GE makes no warranty to those defined as consumers in the Magnuson-Moss Federal Trade Commission Improvement Act. For a copy of the complete warranty, contact GE Lighting Systems, Inc., Hendersonville, NC 28793-4506

From: Marge Schmuckal Asron Shapiro; ALEX JAEGERMAN; PENNY LITTELL; ...

Thu, Mar 14, 2002, 4:59 PM
Thu, Mar 14, 2002, 4:59 PM

Subject: Greenleaf revisions on the decks

3/14/2002

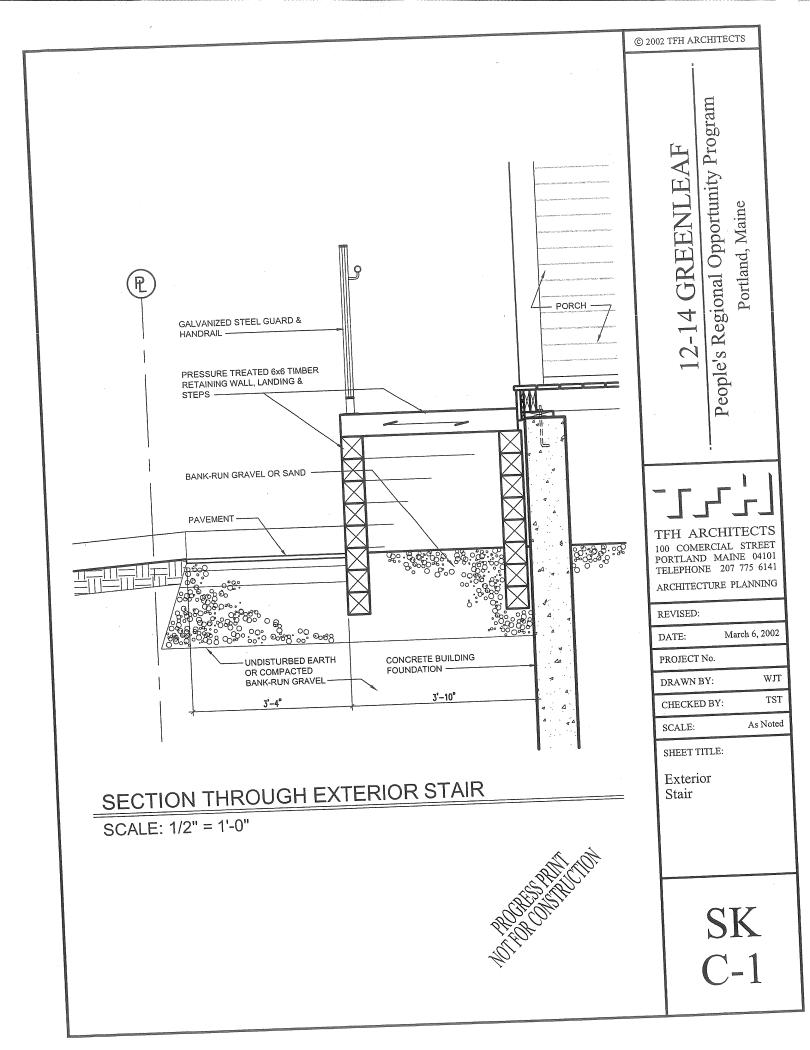
Rick, I have received revised plans from Will Tinkenlenberg concerning the side entryways on the Greenleaf project. I believe that these new revisions would constitute a landscaping characteristic as opposed to a structural building component. The required setbacks are being met by this proposal.

I want to thank the architects for their prompt response.

Marge Schmuckal Zoning Administrator.

Internet: rec@propeople.org

:၁၁



City of Portland Planning and Development Department Planning Division

389 Congress Street, 4th Floor Portland, ME 04101 (207)874-8721 or (207)874-8719 Fax: (207)756-8258



	162.54 1018,17 (CHECK RECEWED) 1016,61 1016,18 1016,61 1016,19
, r	Comments: CALLA, SEG SECOND PACE.
	From: PUCK KNOW MAND
	Fax: 842-2991 Date: 7-36-02
	To: CALLA PETERSUM Company: PROP

389 Congress Street, 4th Floor Portland, ME 04101 (207)874-8721 or (207)874-8719 Fax: (207)756-8258

City of Portland Planning and Development Department Planning Division

Fax

To: JIM SGYMOUN Company:

Fax: 856-2206 Date: 7-12-02

From: RICK KNOWWO

Comments:

PLANT FOR HANDUCK ST AND MONROG ST FOR

PROP. WG HAD TALKED ABOUT SOME SUGGESTIONS

YOU HAD IN LIGU OF CURBINE ADTACONT TO

THE HOUSE DRIVEWAY. COURS YOU TAKE A LOO

AT THESE AND GET BACK TO ME IF THEY ARE

OK?

THANKS HAVE A GREAT WEEKEND.

You should receive ______ page(s), including the cover sheet. If you do not receive all of the pages, please call (207)874-8721.

389 Congress Street, 4th Floor Portland, ME 04101 (207)874-8721 or (207)874-8719 Fax: (207)756-8258

City of Portland Planning and Development Department Planning Division

Fax

То:	C6 TO	SAUNGEN	Company:	
Fax:	¥		Date: 6-18-02	
From:	RICK	KNIWMO		
Comr	mante:		DE APPRINCE GITTATE	



Planning & Urban Development



January, 2001

Notice to Developers, Architects, and Engineers

The municipal code requires that all development falling under site plan and/or subdivision review in the City of Portland be subject to a performance guarantee for various required improvements. The code further requires developers to pay a fee for the administrative costs associated with inspecting construction activity to ensure that it conforms with plans and specifications.

The performance guarantee covers major site improvements related to site plan and subdivision review, such as paving, roadway, utility connections, drainage, landscaping, lighting, etc. A detailed itemized cost estimate is required to be submitted, which upon review and approval by the City, determines the amount of the performance guarantee. The performance guarantee will usually be a letter of credit from a financial institution, although escrow accounts are acceptable. The form, terms, and conditions of the performance guarantee must be approved by the City through this office. The performance guarantee plus a check to the City of Portland in the amount of 2.0% of the performance guarantee or as assessed by the planning or public works engineer must be submitted prior to the issuance of any building permit for affected development.

Administration of performance guarantee and defect bonds is through this office. Inspections for improvements within existing and proposed public right-of-ways are the responsibility of the Department of Parks and Public Works. Inspections for site improvements are the responsibility of the Development Review Coordinator in the Department of Planning and Urban Development.

Performance Guarantees will not be released by the City until all required improvements are completed and approved by the City and a Defect Bond has been submitted to and approved by the City.

Attachments

- 1. Cost Estimate of Improvements Form
- 2. Letter of Credit Performance Guarantee Form
- 3. Letter of Credit Defect Guarantee Form
- 4. Escrow Account (with private financial institution) Performance Guarantee Form
- 5. Escrow Account (with private financial institution) Defect Guarantee Form
- 6. Escrow Account (with City of Portland) Performance Guarantee Form
- 7. Escrow Account (with City of Portland) Defect Guarantee Form



Department of Planning and Urban Development SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

						Date	ð:	
Nam	e of Project:			0 ()	1			
Addi	resa/Location:	Mone	2000		eenleaf			
Deve	eloper:	People	s Regi	ional	Opportu	nity fr	<u>ogram</u>	J
Form	n of Performance G	varantee:		,				
Тур	e of Development:	Suodivision		Site P	lan (Major/Minor)		month)	
TO	BE FILLED OUT	BY THE AP	PLICANT:					
				PUBLIC	1		PRIVATE	
Item)		Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1.	STREET/SIDEWAROAD Road Granite Curbing Sidewalks Esplanades Monuments Street Lighting Street Opening Re		12 yd 31 yd	\$49	\$588 \$15.19	51ft 148gyds	\$12.70 \$2,100 \$49	\$5250 \$1071° \$666
2.	Other EARTH WORK Cut Fill	\$	310 170	\$15 \$ 1450 comp.	\$4650.00 \$2465			184680 83465
3.	SANITARY SEW Manholes Piping Connections Main Line Piping House Sewer Serv Pump Stations Other	tiein-		1 /20	\$1200.00 \$072000			
4.	WATER MAINS		521ft	\$1504+	\$1800°°			
5.	STORM DRAINA Manholes Catchbasins Piping Detention Basin Stormwater Quali							

6	SITE LIGHTING			3	\$200	\$400
7.	EROSION CONTROL Silt Fence Check Dams Pipe Inlet/Outlet Protect Level Lip Spreader Slope Stabilization Reta Geotextile Hay Bale Barriers Catch Basin Inlet Protect	ining		180 LFA	\$25	\$13500 -
8.	RECREATION AND OPEN SPACE AMENI	ries ·		vant.	81117	1 8 cm -
9.	LANDSCAPING (Attach breakdown of pl materials, quantities, and costs)	ant unit	Se Se	See At	46,500 Mohess	3,400
10	. MISCELLANEOUS	Lun reps :	Fuel 6		262	
	TOTAL:	0				
	GRAND TOTAL:		1,637		33,30	9
IN	ISPECTION FEE (to be	filled out by the City)		The state of the s	28,10	भिंही वर्
		PUBLIC	PRIVATE	TOT	AL	
A:	2.0% of totals:	356.54	867.18	a76	13.77	2
	OF					
B	Alternative Assessment:					
	Assessed by:	(name)	(name)			

- Monroe & Greenleaf

-16 Red Twig Dogwood \$100ch \$1600

-6 Imperial Thornless \$300each \$500

From:

Rick Knowland

To: Date: internet:tst@tfharchitects.com Thu, Apr 4, 2002 11:31 AM

Subject:

prop projects

Scott, as requested I have reviewed the file regarding the written comments provided by Jim Seymour for the Hanover Street and Monroe/Greenleaf St. projects.

Hanover St...Last memo from Jim dated 3-28-02. This is a final memo based on your last submission so the site plan should be revised accordingly. This was previously e-mailed to everyone.

Monroe/Greenleaf... Last memo from Jim dated 3-20-02. This was attached to the planning staff memo of 3-26-02 that went to the planning board. Again I think these are fairly straight forward comments and the plan should be revised for Jim's review. Tom Greer in a letter dated 3-21-02 apparently didn't agree with Jim on all the points but the plan should be revised per Jim's comments. The exception is that Comment 2A regarding snow removal was addressed. Comment 3B concerning the silt fence was somewhat addressed. Jim wants to make sure that due care is taken in installing the silt fence since there is very little room to install it along the property line. Again I'd like to emphasize the importance of Comment 3A regarding proper location of building foundations. The following note should be added to the site plan; "A licensed land surveyor shall perform the layout for the building foundations to assure that proper locations and building setbacks are maintained."

Scott, should you have any further questions give me a call.

CC:

internet:rec@propeople.org



March 18, 2002

Mr. Scott Teas TFH Architects 100 Commercial Street Portland, ME 04101

RE: 6-14 Monroe Street and 9 Greenleaf Street; PROP; CBL 13-C-002

Dear Mr. Teas,

On March 12, 2002, the Planning Board voted 5-0 (Delogu absent) to table the public housing for multi-family development proposed by the People's Regional Opportunity Program in the vicinity of 6-14 Monroe Street and 9 Greenleaf Street.

Should you have any questions concerning this letter please call the Planning staff office.

Sincerely,

Jaimey Caron, Chair

Portland Planning Board

cc: Alexander Jaegerman, Planning Director

Sarah Hopkins, Development Review Program Manager

Richard Knowland, Senior 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

Lee Urban, Director of Economic Development

Planning Department



Richard Knowland
Senior Planner

CONMENTS FROM
TONY LONBARDO
CITY OF I
CRUBLIC WONKS)
ON MONROO/GREATCOSE

CITY OF PORTLAND

PUBLIC WORKS ENGINGENING REVIEW

1. THE APPLICANT PROPOSED SEVERAL

NEW UTILITY CONNECTIONS, SHEET

C-2, "SITE PLAN" NECES TO IDENTIFY

THE PROPOSED PIPE TRENCH WIOTH

AND PROFIGHT EXCAUATION ON THE

PLANS,

2. SEVERAL DEFAILS ARE MISSING FROM
THE DEFAILS" PLAN SHEEF, C-3. THE
APPLICANT NEGOS TO INCLUDE A
"TYPICAL PIPE TRENCH DETAILS"
SPECIFICALLY FOR PIPE INSTALLED
SPECIFICALLY FOR PIPE INSTALLED
WITHIN THE RIGHT OF WAY. A
DETAIL IS NECESIARY FOR THE
PROPOSED FOUNDATION DRAIN AND
PROPOSED FOUNDATION DRAIN AND
SANITARY SOUGH CONNECTIONS INTO
SANITARY SOUGH SOUGHS IN MONTOG

389 Congress St., 4th fl. • Portland, ME • (207) 874-8725 • Fax 756-8258 Email: rwk@ci.portland.me.us

CITY OF PORTLAND

STREET AND GREENLEAR STREET, THESE DETAILS SHOULD CONFORM TO THE CUTTO TECHNICAL AND DESIGN STANDAND.

3. A NOTE SHOULD BE ADDED TO THE

PLAN, THAT CLEARLY STATES

"THAT ALL GRANITE CUMB AND

GRANITE PANENS EXCAUATED WITHIN

THE PUBLIC RIGHT OF WAY SHALL

RETIAIN THE EXCLUSIVE PROPERTY OF

THE CITY OF PONT WIND. THIS MATERIAL

SHOULD BE THE KEN TO THE CITY;

STOCKYAND ON ON FOR CONERCES STREET,

4. THE APPLICANT SHOULD BE AWARE
THAT FEED, PERMITS AND SPEEM REQUIREM
MENTS GXIST FOR ANY AND ALL
MENTS GXIST FOR ANY PROPOSED CONNECTION
WAY AND FOR ANY PROPOSED CONNECTION
WAY AND FOR ANY PROPOSED. IT IS
INTO THE CITY SANITARY SCHOOL. IT IS

389 Congress St., 4th fl. • Portland, ME • (207) 874-8725 • Fax 756-8258 Email: rwk@ci.portland.me.us



Richard Knowland Senior Planner

CITY OF PORTLAND

RECOMMENDED THAT THEY CONTACT

CAROL MENNITT AT PUBLIC WORKS

CAROL MORE PETALED INFORMATION

FOR MORE PETALED INFORMATION

Transmittal Letter

Project:	Monroe and Gre	eenleaf, Ha	nover St.		Project No.:	0118, 0122	
					Date:	03/25/02	
То:	Rick Knoland City Hall - Planning Dept. 389 Congress St. Portland, ME 04101				Phone No.: Fax No.:	775-6141 773-0194	
					If enclosures are inform us immed	not as noted, please iately.	
We transm	it:			40000000			
	(X) Herewith () In accordan	nce with yo	ur request		=	te cover via	
For your:	() Approval () Record (X) Use		() Distribution t (X) Review and	Commen		() Information	
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	() Drawings() Specification() Change Oro		() Shop Drawing() Shop Drawing(x) Other:	-	ucibles	() Samples () Product Liter	rature
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1			C1-C4 - Monroe	e -Gree	nleat		В
	j.						
			- And Miles of Market (Market				
Action Cod	A. Action indica		transmitted		-	re and forwarding as	
	B. No action reqC. For signature		o this office		E. See Remark	v under Remarks s below	
Remarks:	C. 1 of bighteric	and retain					
	NII. ()						
					Management .		
Conice to:				0	TEH Ar	chitects, P. A.	
Copies to:				0	1	mercial Street	
	File			Х		Maine 04101	
				0	1	e 207-775-6141	
				0	-	207-773-0194	
				0	By: Chri	s Briley	

DEPARTMENT OF PLANNING AND URBAN DEVELOPMENT

RICHARD KNOWLAND SENIOR PLANNER

1-31-02

TO: BOB CAIN SCOTT TEAS

AT YESTERDAYS MECTINE, I BRIEFLY

DISCUSSED THE REQUIREMENT OF A

PERFORMANCE CUARANTEE ONCE YOU

HAVE SITE PUNISURDIVISION APPROVAL

FROM THE PUNNING BOARD. ATTACHED

IS THE INFO ON THE PERICORMANCE

GUARANTEE. SHOULD YOU HAVE ANY

QUESTIONS ON THIS MATERIAL, PLEASE

CALL ME.

RK

From:

Rick Knowland

To:

internet:jseymour@sebagotechnics.com

Date:

Thu, Mar 14, 2002 9:11 AM

Subject:

Monroe and Greenleaf St PROP site plan

Jim, when you have comments on the Monroe/Greenleaf PROP project, could you also e-mail (in addition to myself) the comments to the following people? We need to have comments on the updated plan as soon as reasonably possible since the plan will be going back to the planning board at the march 26th meeting. Could you also incorporate the Tony's comments in your response? We really need comments no later than monday, march 18th.

Since I will be out all of next week except for monday, Sarah will be your city contact. Thanks.

rec@propeople.org (Bob Cain)

tst@tfharchitects.com (Scott Teas)

pgce@maine.rr.com (Tom Greer)

sgh@ci.portland.me.us (Sarah Hopkins)

CC:

Sarah Hopkins

From:

Marge Schmuckal

To: Date: RICK KNOWLAND Tue, Mar 12, 2002 11:06 AM

Subject:

PROP PORCHES

Rick,

I have not had a whole lot of time to review the new plans since they were just submitted to me on Monday. However, I am feeling uncomfortable with what was submitted as porches. They appear to be more like structures than landscaping. We should have an opportunity to sit down with them to go over their designs to be sure they will meet the setback of the R-7 zone. I realize that there is a Planning Board meeting today, but I don't want to be too hastey with these.

Marge - 3/12/02

CC:

PENNY LITTELL; Sarah Hopkins

Harroven Jr

I dimension trim gwindow size, haght of building

V site plan notes not shown

* no stamper survey

sidenally repair reconstruction, curb

Not cover grass

V strut tru

* porch overhous sctback 14000

Mousy lighting

troub can screen sketch

driveway cub >

elevation it durpiter encloser

Vitongo comments give them to tong

no site plan note

Verb stop needer

show min 10ft setbut between proposen building and existing bldg

proposed use: 3 dwelling une

mote # 16 check with Penny

TEMPORARY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that PAMELA J. BAKER, of Portland, Cumberland County, Maine ("Grantor"), FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby GRANT to PENINSULA COMMUNITY LP, a Maine limited partnership with a place of business in Portland, Maine and mailing address of 510 Cumberland Avenue, Portland, Maine 04101, its successors and assigns (collectively the "Grantee"), a temporary easement (The "Easement") for the purposes described below over certain land of Grantor located at 9 Oxford Street in Portland, Maine and more particularly described in a deed to the Grantor recorded in the Cumberland County Registry of Deeds in Book 14215, Page101 (Tax Map 13, block C, Lot 9) (collectively "Grantor's Land") which land abuts certain land of Grantee located on Monroe and Greenleaf Streets in Portland, Maine described in a deed to Grantee recorded in said Registry of Deeds in Book 17526, Page 252 ("Grantee's Land").

The Easement granted herein is given for the purpose of facilitating the construction of buildings and improvements on Grantee's Land. In addition, Grantor's Land shall be subject to excavation and grading in connection with the construction of Grantee's Land. After completion of construction, Grantee agrees to grade and seed Grantor's Land and otherwise to return Grantor's Land to at least the same condition it was prior to the grant of this Temporary Easement. Granter will only enter from back of property not to exceed 10 feet onto Grantor's Land.

This easement shall become effective upon the execution of this instrument and shall automatically terminate on December 1, 2002 (the "Term") or earlier upon completion of fence.

In consideration of the granting of this easement, the Grantee agrees at its expense to erect an eight-foot high stockade fence along the common boundary between Grantor's Land and Grantee's Land starting at existing pole.

TO HAVE AND TO HOLD the aforegranted and bargained Easement with all privileges and appurtenances thereof to the Grantee, its successors and assigns, to its and their use and behoove, for the duration of the Term. Grantor does herby covenant with Grantee and its successors and assigns that Grantor is lawfully seized in fee simple of Grantor's Land, that the same is free of all encumbrances, that Grantor has good right to covey the same to Grantee to hold as aforesaid and that Grantor and his heirs and assigns shall and will warrant and defend the same to Grantee, its successors and assigns, for the Term of this Easement against the lawful claims and demands of any person or entity claiming by, through or under Grantor.

IN WITNESS WHEREOF, Pamela J. Baker has hereunto set her hand and seal

WITNESS:

WITNESS:

Pamela J. Baker

Pamela J. Baker

July 10, 2002

Personally appeared the above-named Pamela J. Baker and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/Attorney-at-Law

CARLA PETERSON

NOTARY PUBLIC, STATE OF MAINE
COMMISSION EXPIRES FEBRUARY 2, 2003

MODE = MEMORY TRANSMISSION

START=MAR-04 13:34

END=MAR-04 13:41

FILE NO.=728

STN NO.

COMM. ABBR NO. STATION NAME/TEL NO.

PAGES DURATION

OK 001

97730194

007/007 00:05:48

-CITY OF PORTLAND

2077568258- *******

City of Portland Planning Department

389 Congress Street, 4th Floor Portland, ME 04101 (207)874-8721 or (207)874-8719 Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date:	20-83-5
To:	SCOTT TEAS
Company:	
Fax #:	773-6194
From:	RICK KNOWLAND
RE:	SCOTT - ATTACHED ARE COMMENTS FROM PUBLIC
WORKS	SKETCHES FROM JEFF TARLING (CITY ARBORIST) AND
SITE PU	AN NOTED THAT SHOULD BE PUT ON THE PLAN AS
REFERS	NCGO IN YESTERDAYS E-MAIL TO YOU. IN REVIEWING
THE GR	GONLEAF ST BUILDING ELEVATION WITH THE SITE PLAN
-+710 F B	EJCEIBES A TIMBER DECK AND STEPS CONCEPT, IT LOOKS
11116 7	HE DECK IS PANT OF THE BUILDING, ITS GITHEN A
60605	ALCHITECTURAL DESIGN ON A ZONING ISJUG. THE CROSS-
	TO MALL WILL RG
IMPONTI	VOLISHOULD RECEIVE 7 PAGE(S),
	INLUDING THIS COVER SHEET.

IF YOU DO NOT RECEIVE ALL THE PAGES, ALSO WHAT WILL BE THE MATERIAL ALONG THE GREENLEAR ST. FOUNDATION P IT LOOKS CIKE ITS SPF PLUS AIGH, I DON'T KNOW IF A PLAIN CONCRETE FOUNDATION IS THE ANSWER. TOTE SUMMED YOU HAVE ANY QUESTION ON THE MATERIAL ON

City of Portland Planning Department

389 Congress Street, 4th Floor Portland, ME 04101 (207)874-8721 or (207)874-8719 Fax: (207)756-8258

FAX TRANSMISSION COVER SHEET

Date:	2-11-02
To:	SCOTT TEAS
Company:	·
Fax #:	773-0194
From:	RICK KNOWUND
RE:	SCOTT - ATTACHED ARE NOTES THAT SHOULD GO
0~ BOT	74 SITE PLANS (HANDSENST AND MONROS/GREENLESSESE
I REF	GRENCED THESE AT OUR RECENT MECTINE BUT FORGOT
	6 THEM TO YOU, SHOULD YOU HAVE ANY QUESTIONS,
PLEASE	CIVE ME A CALL.
	RIC

YOU SHOULD RECEIVE ____ PAGE(S), INLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (207)874-8721 OR (207)874-8719. TO: TEH ARCHITECTS

JOG BOOTH, PROP

FROM: RICK KNOWLAND

RE: HANOVER ST AND MONROS/GREENLESE ST PROJECTS

THIS MEMO IS TO SUMMARIZE THE ITEMS NEEDED BEFORE I

CAN SIGN-OFF ON THE MONROE/GREENLEAF ST AND

HANDSON ST. PROP PROJECTS

- NEGO CHECKS FOR INSPECTION FEE WHICH IS 29. OF THE

 TOTAL OF GACH PERFORMANCE GUARANTEE PLUS CHECKS

 FOR ENGINEERING REVIEW AND NOTICING REQUIREMENTS.

 HANDYEN STEERS ... \$562.54 PLUS \$116.61

 MENROE / CRECNLEAF ... \$1,023.72 PLUS \$469,31
 - · MONROG/GREENLEAF
 - · REVISED EASEMENTS FOR PARKING, ACCESS AND

 DUMPSTER USE SHAW BE SUBMITTED FOR REVIEW

 AND APPROVAL BY CITY STAFF
 - · ADD THE FOLLOWING NOTE TO THE PLAN:
 - "ALL GRANITE AND GRANITE PAUGRI EXCAVATE
 WITHIN THE PUBLIC RIGHT OF WAY SHALL
 REMAIN THE EXCLUSIVE PROPERTY OF THE
 CITY OF PORTLAND, THIS MATERIAL SHALL

BE TAKEN TO THE CITY'S STOCKYARD ON

REVISE THE PLAN I USING THE TWO ROOT

RADIUS CURB FOR BACH DRIVEWAY OPENING

IS NOT ACCEPTABLE AND IS CONTRADICTORY

TO NOTE # 4 ON THE PLAN THAT SAYS

"SIDEWALKS AND CURBS SHALL BE DESIGNED

AND BUILT WITH TIPDOWNS RAMPS AT ALL

STREET CORNERS, CROSSWALKS AND

DRIVEWAYS IN CONFORMANCE WITH THE

CITY OF PORTLAND TECHNICAL AND DESIGN

STANDARDS AND GUIDELINES"

· HANOVER ST

- OPENING PER JIM SEYMEURS COMMENTS OF
- MADE TO THE PLAN, WE WILL NEED & COMPLETE

 SETJ OF PLANS FOR EACH PROJECT.

SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS MEMO PLEASE CALL ME AT 874-8725 From:

James Seymour <jseymour@sebagotechnics.com>

To:

""RWK@ci.portland.me.us" <RWK@ci.portland.me.us>

Date:

Thu, Mar 28, 2002 4:08 PM

Subject:

FW: 02P040

Attached are my comments on 49 Hanover Street. Call if you have questions.

Jim Seymour

> Subject:

02P040

> <<02P040.mem2.doc>>



Tel: 207.781.5242 Fax: 207.781.4245



MEMORANDUM

TO:

Scott Teas

FROM:

Tom Green

DATE:

March 7, 2002

RE:

Response to City Memos, 6 & 10 Monroe St/11 Greenleaf St.

FILE:

01403

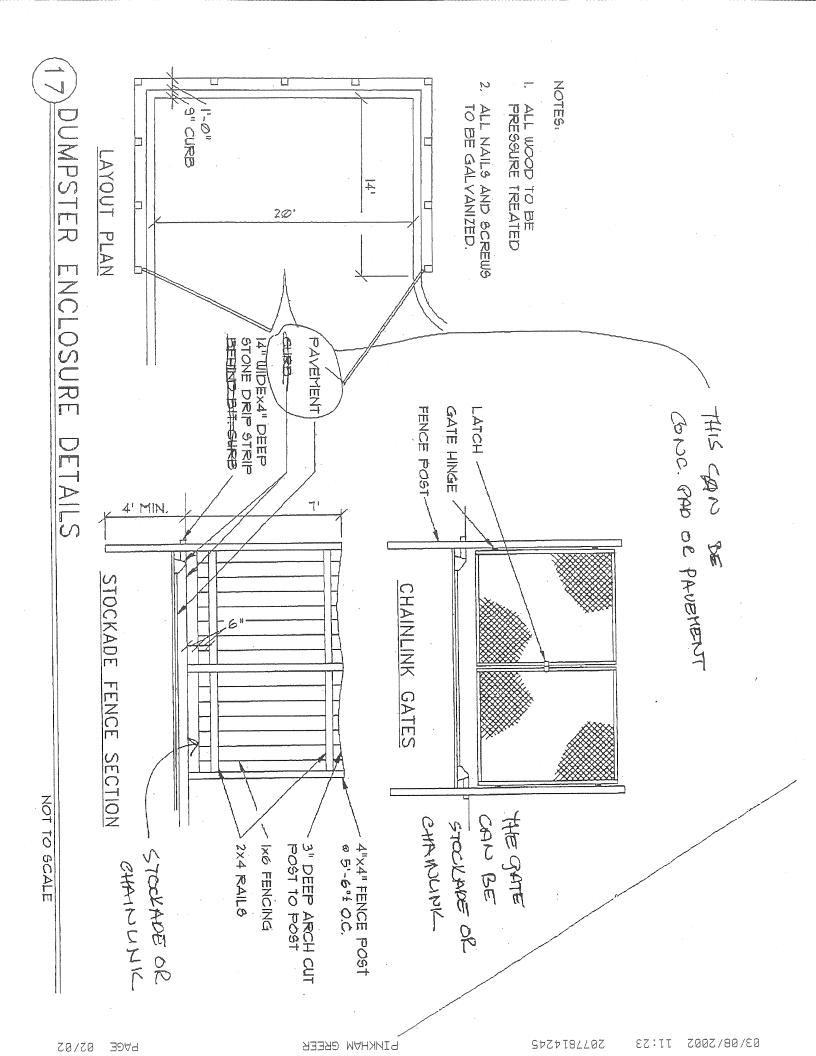
We have revised the drawings to reflect the comments raised in the memos from the City. Below is a sympathy of the comments and changes that were made and noted comments where no change was made.

- 1. A surveyor will stamp the final mylars.
- 2. The landscaping was modified to reflect the plants selected by Jeff Tarling.
- 3. The tree wells were enlarged to 3'x5'. We will use the same planting detail as reviewed by Jeff.
- 4. The notes provided by the City have been added to the Drawings.
- 5. The parking spaces are dimensioned and shown on the subdivision plan.
- 6. Proposed driveway openings are shown on the subdivision plan.
- 7. The total land area has been corrected.
- 8. Grass areas are labeled.
- 9. The guardrail and wall detail is being used and is labeled on the plan.
- 10. The buildings are dimensioned and labeled as dwelling units.
- 11. Individual connections for the foundation drains, dripstrip underdrains and sewer connections are shown on the Drawings.
- 12. The City's standard service connection detail was added.
- 13. A note to provide clean-outs as requested was added to the detail.
- 14. A curb was added to pavement adjacent 10 Monroe.
- 15. No curb was added to the barkmulch bed areas. We don't feel this is necessary.
- 16. A note on snow removal was added to the plans.
- 17. A bollard is already on the drawing adjacent 11 Greenleaf Street. We don't believe bollards adjacent the buildings where they are suggested are necessary. As a residential area, they are out of character and are more likely to cause damage to automobiles. This is the owner's risk to assume.



- 19. The sidewalk and curb next to the 11 Greenleaf parking provides access to the walk along the side of the building. If we had more room it would be wider.
- 20. The spot grade of 77.42 is for the deck not the barkmulch. The grading has the water from the walk going to Greenleaf Street without putting it on the abutter's property. Note all of the parking lot and roof drainage is diverted away from this area as much as practicable.
- 21. The north side of 10 Monroe drains to the parking lot. Water will flow across and along the walk.
- 22. Work within the right-of-way will conform to City standards and the owner is aware of the need for permits.
- 23. The power for 10 Monroe will be underground. We have added a trench detail.
- 24. We have added additional City standard details. Note we intend to reuse the 2 foot radius stones at the street line to keep it consistent with the remainder of the street.
- 25. The building set backs for this zone are zero with the exception of areas next to an adjacent structure. The Zoning Notes were revised.
- 26. The existing Chalmers fence is not on our property. We intend to dig along the fence perpendicular to Monroe Street and install the gravel paving and curb with the fence in place. The fence can remain.
- 27. Iron pins will be set at property corners at the completion of the project.

Please let me know if you have any questions.



EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that NOEL N. MALONDA, of Portland, Cumberland County, Maine ("Grantor"), FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby GRANT to PAMELA BAKER, of Portland, Maine, whose mailing address is 9 Oxford Street, Portland, Maine, an easement for the purposes described below, over and across the land of Grantor located at 7 Greenleaf Street in the City of Portland, Cumberland County, Maine and more particularly described in a deed to the Grantor recorded in the Cumberland County Registry of Deeds in Book 17611, Page 330 (collectively "Grantor's Land"), which land abuts certain land of Grantee's located at 9 Oxford Street in said Portland, described in a deed to Grantee recorded in said Registry of Deeds in Book 14215, Page 101 (Tax Map 13, block C, Lot 9) ("Grantee's Land").

The purpose of the easement granted above is to allow the construction, repair, replacement and maintenance, at Grantee's expense, of an eight foot high stockade fence located on Grantor's Land, such fence to be erected in substantially the same location as the fence previously on Grantor's Land.

Grantor does also grant to PENINSULA COMMUNITY LP, a Maine limited partnership with a place of business in Portland, Maine and mailing address of 510 Cumberland Avenue, Portland, Maine 04101, its successors and assigns (the "Partnership"), a temporary easement (the "Easement") for the purpose of entering onto the Grantor's Land to construct the fence described above.

Grantor's Land shall be subject to excavation and grading in connection with the construction on Grantor's Land. After completion of construction, the Partnership agrees to grade and seed Grantor's Land and otherwise to return Grantor's Land to at least the same condition it was in prior to the grant of this Easement (except for construction of the new fence).

TO HAVE AND TO HOLD the aforegranted and bargained Easement with all privileges and appurtenances thereof to the Grantee, its successors and assigns, to its and their use and behoof, for the duration of the Term. Grantor does hereby covenant with Grantee and its successors and assigns, that Grantor is lawfully seized in fee simple of Grantor's Land, that the same is free of all encumbrances, that Grantor has good right to convey the same to Grantee to hold as aforesaid and that Grantor and his heirs and assigns shall and will warrant and defend the same to Grantee, its successors and assigns, for the Term of this Easement against the lawful claims and demands of any person or entity claiming by, through or under Grantor.

IN WITNESS WHEREOF, Noel N. Malonda has hereunto set his hand and seal this

day of June, 2002.

WITNESS:

STATE OF MAINE Cumberland, SS.

Noel N. Malonda

June ____, 2002

Personally appeared the above-named Noel N. Malonda and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Print Name: MARY P. BOUVIER

My commission expire Notary Public, Maine

My Commission Expires July 27, 2004

O:\MAS\71985 PROP\Peninsula Community\Easements\Malonda Easement.doc

TEMPORARY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that PAMELA J. BAKER, of Portland, Cumberland County, Maine ("Grantor"), FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby GRANT to PENINSULA COMMUNITY LP, a Maine limited partnership with a place of business in Portland, Maine and mailing address of 510 Cumberland Avenue, Portland, Maine 04101, its successors and assigns (collectively the "Grantee"), a temporary easement (The "Easement") for the purposes described below over certain land of Grantor located at 9 Oxford Street in Portland, Maine and more particularly described in a deed to the Grantor recorded in the Cumberland County Registry of Deeds in Book 14215, Page101 (Tax Map 13, block C, Lot 9) (collectively "Grantor's Land") which land abuts certain land of Grantee located on Monroe and Greenleaf Streets in Portland, Maine described in a deed to Grantee recorded in said Registry of Deeds in Book 17526, Page 252 ("Grantee's Land").

The Easement granted herein is given for the purpose of facilitating the construction of buildings and improvements on Grantee's Land. In addition, Grantor's Land shall be subject to excavation and grading in connection with the construction of Grantee's Land. After completion of construction, Grantee agrees to grade and seed Grantor's Land and otherwise to return Grantor's Land to at least the same condition it was prior to the grant of this Temporary Easement. Granter will only enter from back of property not to exceed 10 feet onto Grantor's Land.

This easement shall become effective upon the execution of this instrument and shall automatically terminate on December 1, 2002 (the "Term") or earlier upon completion of fence.

In consideration of the granting of this easement, the Grantee agrees at its expense to erect an eight-foot high stockade fence along the common boundary between Grantor's Land and Grantee's Land starting at existing pole.

TO HAVE AND TO HOLD the aforegranted and bargained Easement with all privileges and appurtenances thereof to the Grantee, its successors and assigns, to its and their use and behoove, for the duration of the Term. Grantor does herby covenant with Grantee and its successors and assigns that Grantor is lawfully seized in fee simple of Grantor's Land, that the same is free of all encumbrances, that Grantor has good right to covey the same to Grantee to hold as aforesaid and that Grantor and his heirs and assigns shall and will warrant and defend the same to Grantee, its successors and assigns, for the Term of this Easement against the lawful claims and demands of any person or entity claiming by, through or under Grantor.

IN WITNESS WHEREOF, Pamela J. Bak 10 day of June 2002.	er has hereunto set her hand and seal
WITNESS: July & Pro	ρ , ρ
Todd A. Anges	Pamela J. Baker
STATE OF MAINE	(
Cumberland, SS.	July <u> 10</u> , 2002
Personally appeared the above-named Pan foregoing instrument to be her free act and deed.	nela J. Baker and acknowledged the
Before me,	
•	B
	Notary Public/Attorney-at-Law

Print Name: My commission expires: CARLA PETERSON
NOTARY PUBLIC, STATE OF MAINE
COMMISSION EXPIRES FEBRUARY 2, 2003



CITY OF PORTLAND

3-14-02

JOFF,

ATTACHOO IS THE REVISED SITE PLAN FOR MONROG/GREGONLEAF, I BELIEVE THEY PRETTY MUCH ADDRESSED YOU WANTED ALTHOUGH THEY DIONT PUT A LANOSCAPE STRIP ALONG THE MONTHERLY SIDE OF THE GREENLEAR BULLDING.

THE CAMOSCAPE PLAN IS ON THE COWER CORNER OF THE SITE PUN, PLEASE NOTE THAT A REFAINING WALL AND A GUARD RAIL (SEE DETAIL SHEET) HAVE BOOM ADDGO. GIVEN THE HEIGHT OF THE GUAND RAR ANG YOU JALL COMFONTABLE WITH THE TYPE AND HEIGHT A-00 OF BULLEY ?

PLGAJE LOT MG KNOW IP THIS PLAN IS OK . COULD YOU E-MAIL ME AND SARAH? IM AWAY MOJE OF WEXE WEEK SO YOUN COMMENTS BY G-MAN WOUCD 389 Congress St., 4th fl. • Portland, ME • (207) 874-8725 • Fax 756-8258 Email: rwk@ci.portland.me.us

HECPFUC, THANKIRK BG MOST



170 U.S. Route One Falmouth, Maine 04105

Tel: 207.781.5242 Fax: 207.781.4245

MEMORANDUM

TO:

Scott Teas

FROM:

Tom Greer Town

DATE:

March 7, 2002

RE:

Response to City Memos, 6 & 10 Monroe St/11 Greenleaf St.

FILE:

01403

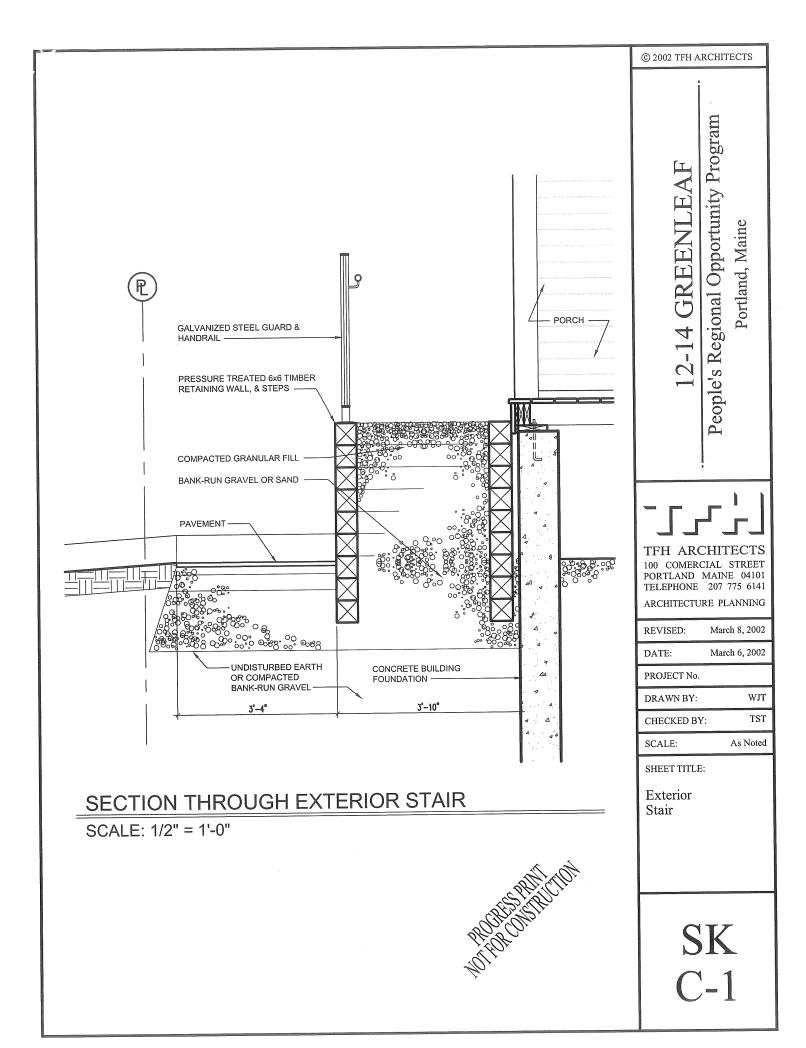
We have revised the drawings to reflect the comments raised in the memos from the City. Below is a sympathy of the comments and changes that were made and noted comments where no change was made.

- 1. A surveyor will stamp the final mylars.
- 2. The landscaping was modified to reflect the plants selected by Jeff Tarling.
- 3. The tree wells were enlarged to 3'x5'. We will use the same planting detail as reviewed by Jeff.
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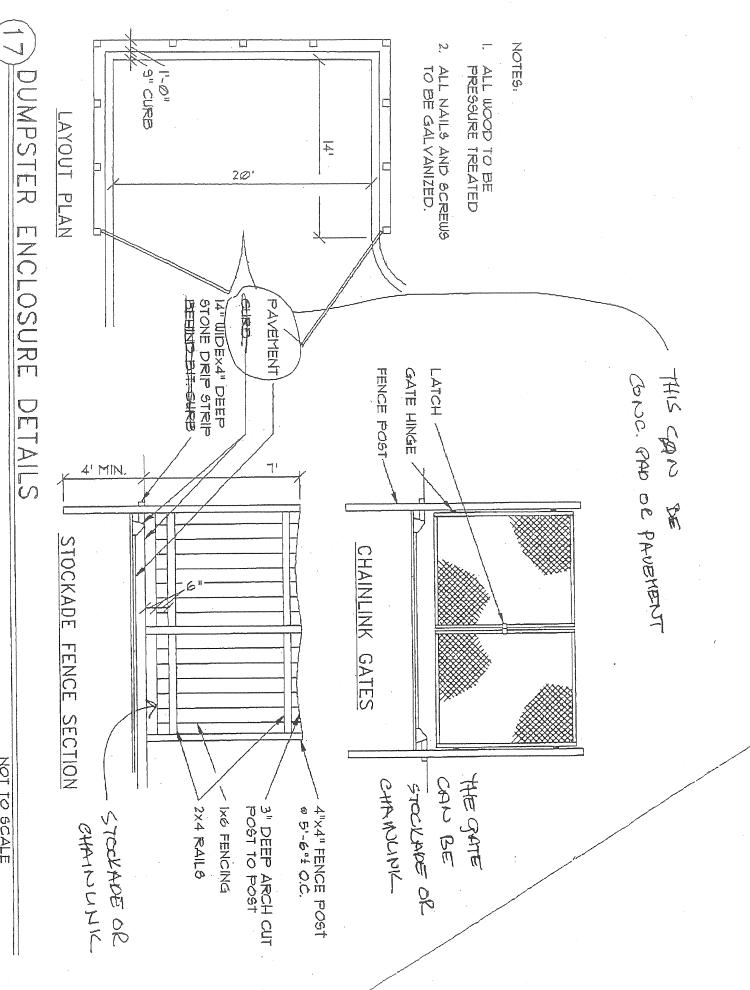


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- 24. We have added additional City standard details. Note we intend to reuse the 2 foot radius stones at the street line to keep it consistent with the remainder of the street.
- 25. The building set backs for this zone are zero with the exception of areas next to an adjacent structure. The Zoning Notes were revised.
- 26. The existing Chalmers fence is not on our property. We intend to dig along the fence perpendicular to Monroe Street and install the gravel paving and curb with the fence in place. The fence can remain.
- 27. Iron pins will be set at property corners at the completion of the project.

Please let me know if you have any questions.



© 2002 TFH ARCHITECTS People's Regional Opportunity Program CLAPBOARD SIDING - 4" EXPOSURE CAP - FACTORY INSTALLED _ METAL FLASHING & CONTINUOUS CLEAT -PRESSURE TREATED Portland, Maine BLOCKING BACKER ROD & \mathbb{Z}^{2} SEALANT -**CONTINUOUS #5** REBAR GRADE (DRIPSTRIP 3/4"- T&G PLYWOOD Δ OR PAVEMENT) -SUBFLOOR 6" FIBERGLASS 60 MIL SHEET MEMBRANE INSULATION WATERPROOFING Δ 2×10/101\$TS -/16" 0C PRESSURE TREATED 2x4 SILL TFH ARCHITECTS 100 COMERCIAL STREET PORTLAND MAINE 04101 Δ TELEPHONE 207 775 6141 2 LAYERS 5/8" F.C. ARCHITECTURE PLANNING **GWB** 10" CONCRETE FOUNDATION -REVISED: 48" #5 DOWELS - 18" OC March 6, 2002 DATE: Q. PROJECT No. 41/2 5%" DRAWN BY: WJT \triangleleft TST CHECKED BY: SCALE: As Noted SHEET TITLE: **FOUNDATION SECTION AT HIGH GRADE** Exterior Stair SCALE: 1-1/2" = 1'-0"



NOT TO SCALE

CITY OF PORTLAND, MAINE MEMORANDUM

TO: Chair Caron and Members of the Portland Planning Board

FROM: Richard Knowland, Senior Planner

DATE: March 26, 2002

RE: Monroe Street and Greenleaf Street PROP Multi-Family Development

At the March 12th meeting, the Board tabled this application without having a public hearing. The tabled action was the result of a zoning issue identified by the Zoning Administrator regarding the Greenleaf Street building sideyard setback for the steps.

Since the last meeting, the applicant has worked with City staff to resolve the remaining issues. The status of previous concerns is listed below.

- There is no longer a zoning concern with this proposal. Shortly after the public hearing, the applicant submitted a revised sketch of the steps. The Zoning Administrator has determined that the sketch meets zoning ordinance requirements. Ms. Schmuckal states, "I believe that these new revisions would constitute a landscaping characteristic as opposed to a structural building component. The required setbacks are met by this proposal". See Attachment A.
- Jeff Tarling has reviewed and approved the revised landscaping plan. See Attachment B.
- Jim Seymour has reviewed the revised plans and has revised his comments accordingly. See attacment C.
- The applicant has submitted a subdivision plat stamped by a registered land surveyor.
- Revised driveway and parking easements have been submitted by the applicant and reviewed and approved by Corporation Counsel

As of the writing of this memo, the applicant has reduced the number of conditions of approval from 8 to 2. Exterior lighting was addressed earlier by a revised submission.

A revised set of conditions of approval has been drafted. See Revised Motions next page.

MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #16-02 and in Planning Memo dated March 26, 2002, the Planning Board finds:

A. That the plan is in conformance with the site plan ordinance of the land use code.

Potential conditions of approval:



- 1. That the plan be revised for review and approval reflecting the comments of the City of Portland Engineering Consultant (Attachment C).
- 2. Should a construction easement or written approval from an abutting property owner be required to construct the retaining wall, the easement or written approval shall be submitted to Corporation Counsel for review and approval.
- B. That the plan is in conformance with the subdivision ordinance of the land use code.



Attachments

- A. Marge Schmuckal, Zoning Administrator Memo
- B. Jeff Tarling, City Arborist Memo
- C. Jim Seymour, Engineering Consultant Memo
- D. Letter from the Applicant
- E. Revised Plans, Plat, Details

Colo abent

Affachment A

From:

Marge Schmuckal

To:

Aaron Shapiro; ALEX JAEGERMAN; PENNY LITTELL; ...

Date: Subject: Thu, Mar 14, 2002 4:59 PM

.

Greenleaf revisions on the decks

3/14/2002

Rick,

I have received revised plans from Will Tinkenlenberg concerning the side entryways on the Greenleaf project. I believe that these new revisions would constitute a landscaping characteristic as opposed to a structural building component. The required setbacks are being met by this proposal.

I want to thank the architects for their prompt response.

Marge Schmuckal Zoning Administrator.

CC:

Internet: rec@propeople.org

Page 1

Affachwent B

From:

Jeff Tarling

To:

Rick Knowland

Date:

Thu, Mar 14, 2002 3:02 PM

Subject:

Re: prop monroe/greenleaf site plan

Rick / Sarah,

The landscape plan for the PROP projects looks acceptable. I can be available to make any site changes once the building are completed.

Jeff Tarling

CC:

Sarah Hopkins



02P042

TO: Rick Knowland - Planner

FROM: Jim Seymour - Development Review Coordinator, Sebago Technics, Inc.

RE: PROP Family Housing - 6 & 10 Monroe Street / 11 Greenleaf Street

DATE: March 20, 2002

I have reviewed the revised Site Plan Package and supporting Documentation for the PROP Family Housing Project located at 6 & 10 Monroe Street and 11 Greenleaf Street and provided the following comments in an outline topic scenario:

1.) Stormwater Management

- A. The underdrain from the foundation drain and roof drip underdrain should combine into 1 six inch drain at the Right of way line and also blend into the sewer connection to make one connection into the combined sewer. If future separation work is completed then the underdrains could be tied into the storm drain.
- B. I would combine the underdrain around 10 Monroe St. to continue around the rear and not connect to the retaining wall. Leave the wall as a separate system.
- C. The only concern I have with the wall's underdrain is the outlet discharge onto the grass surface adjacent to 11 Greenleaf St. The grading or the area directs runoff to the building and complicates the surface runoff issues. Since there is a foundation drain and drip underdrain for the wall system it would eliminate some problems if the wall underdrain tied into the drip underdrain and installed a cleanout at that junction point.

2.) Road Access/Circulation

- A. How is snow removal going to be conducted? Appears that there is no space available onsite to place snow. Please expand on snow removal methods by indicating that no snow storage is available and that removal to an offsite location is necessary.
- B. In lieu of bollards, at the building corner, I think that curbing should be wrapped around the rear foundation and island between the side entrance and rear corner of 10 Monroe St. These lots have very tight maneuverability and efforts need to be taken to protect the structures.

3.) Additional Issues

- A. Some layout dimensioning for the proposed buildings should be shown to give the contractor distances to a known point and to check the building layout. I would recommend that a licensed surveyor perform the layout for foundation to assure the proper locations are maintained. There is little room for error on this site.
- B. Along the Chalmers property there is a note that says the existing fence is to remain but the plan shows new cape cod curbing to be installed at the same location. Siltation fencing shall be located along this property line.

I feel that the revisions requested are very minor and can be addressed with revisions prior to the meeting. If the applicant has questions, as always please feel free have them call.

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

March 21, 2002

Rick Knowland
Sara Hopkins
Portland Planning Department
City Hall
389 Congress St.
Portland, ME 04101

We have received your comments, dated 3-12-02, regarding the Site Plan and Subdivision Approval Application. In response, we submit this supplemental package to your department. In it, are replys and attachments that should satisfy your concerns. If you feel that there are still outstanding issues, please let us know immediately so that we can take care of them prior to our meeting before the board on the 26th.

Monroe St. and Greenleaf St.

- A. Site Plan Potential Conditions of Approval:
 - 1. That the plans be reviewed and approved by the City Arborist
 - We have discussed our plans with the City Arborist and have received his written approval.
 - 2. That the plans be revised for review and approval reflecting the comments of the City of Portland Engineering Consultant.
 - Enclosed are the most recent comments from the City of Portland Engineering Consultant and a letter from our engineer responding to these comments. (Attachment A.2.)
 - 3. That a stamped boundary survey be submitted for Planning Staff Review and approval.
 - We have enclosed a stamped survey. (Attachment A.3.)
 - 4. Should a construction easement be required to construct the retaining wall, the easement shall be submitted to Corporation Counsel for review ad approval.
 - Our client (PROP) will be furnishing you with a letter addressing this issue.
 - 5. That revised driveway and parking easements be submitted to Corporation Counsel for review and approval.
 - John Geary has met with Corporartion Counsel and discussed this issue. He has resolved the concerns with a fax to Counselor Penny Littell.

That the site plan be revised reflecting the comments in Attachment H for planning staff 6. review and approval.

After a discussion in our meeting with Rick Knowland and other members of the planning staff, (on March 13th) we learned that the outstanding concern was that the trash enclosure must surround the trash (all four sides). Upon investigating this issue, we believe that there was a misinterpretation of our drawings. The doors to the enclosure make up the fourth side when they are shut (see attachment A.6.)

That a revised design of the Greenleaf Street building front steps be submitted to the Zoning 7. Administrator for review and approval.

We have submitted a revised and elaborative drawing to the Zoning Administrator and she has given her approval.

Subdivision Potential Conditions of Approval: В.

That a revised recording plat be submitted for Planning Staff review and approval.

It is our understanding that the only remaining issue here is that some specific notes are required to be copied from the subdivision plan onto the site plans. We will submit these documents prior to the Planning Board meeting.

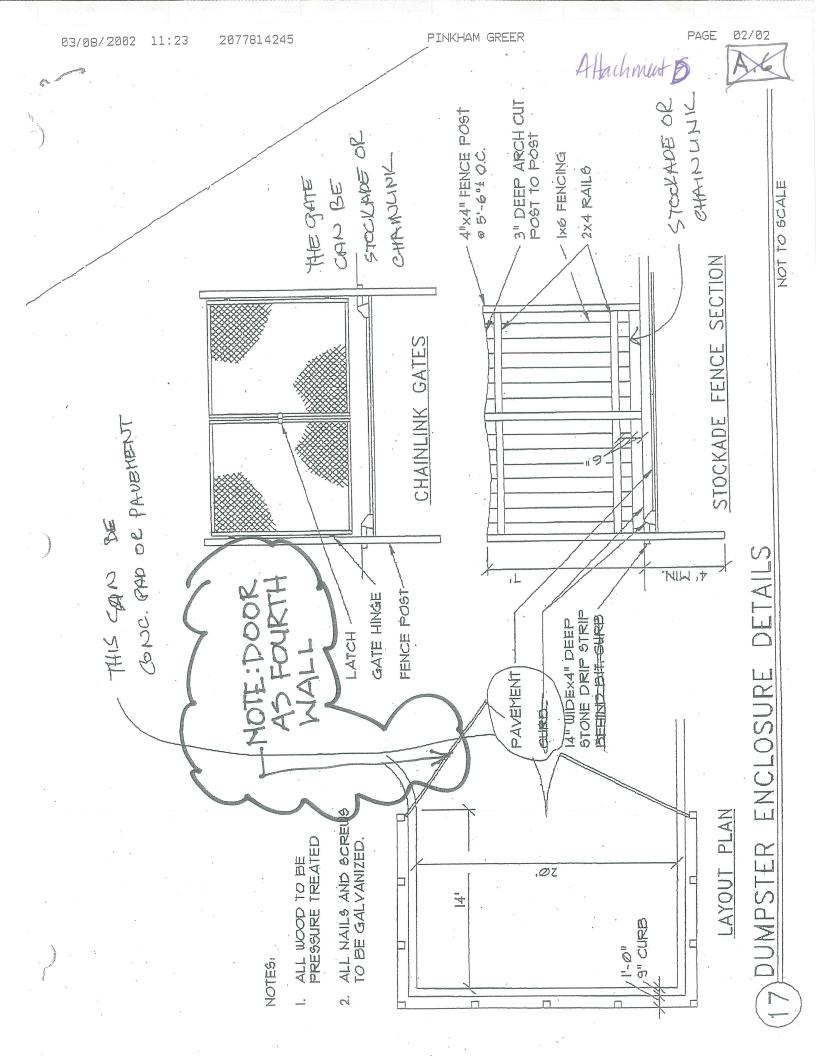
49 Hanover Street:

- Site Plan Potential Conditions of Approval:
 - That a stamped boundary survey be submitted for Planning Staff Review and approval. 1.

We have enclosed a stamp survey. (Attachment A.1.)

Sincerely,

hotel For Christopher Briley





02P042

TO:

Rick Knowland - Planner

FROM:

Jim Seymour - Development Review Coordinator, Sebago Technics, Inc.

RE:

PROP Family Housing - 6 & 10 Monroe Street / 11 Greenleaf Street

DATE:

March 20, 2002

I have reviewed the revised Site Plan Package and supporting Documentation for the PROP Family Housing Project located at 6 & 10 Monroe Street and 11 Greenleaf Street and provided the following comments in an outline topic scenario:

1.) Stormwater Management

- A. The underdrain from the foundation drain and roof drip underdrain should combine into 1 six inch drain at the Right of way line and also blend into the sewer connection to make one connection into the combined sewer. If future separation work is completed then the underdrains could be tied into the storm drain.
- B. I would combine the underdrain around 10 Monroe St. to continue around the rear and not connect to the retaining wall. Leave the wall as a separate system.
- C. The only concern I have with the wall's underdrain is the outlet discharge onto the grass surface adjacent to 11 Greenleaf St. The grading or the area directs runoff to the building and complicates the surface runoff issues. Since there is a foundation drain and drip underdrain for the wall system it would eliminate some problems if the wall underdrain tied into the drip underdrain and installed a cleanout at that junction point.

2.) Road Access/Circulation

- A. How is snow removal going to be conducted? Appears that there is no space available onsite to place snow. Please expand on snow removal methods by indicating that no snow storage is available and that removal to an offsite location is necessary.
- B. In lieu of bollards, at the building corner, I think that curbing should be wrapped around the rear foundation and island between the side entrance and rear corner of 10 Monroe St. These lots have very tight maneuverability and efforts need to be taken to protect the structures.

3.) Additional Issues

- A. Some layout dimensioning for the proposed buildings should be shown to give the contractor distances to a known point and to check the building layout. I would recommend that a licensed surveyor perform the layout for foundation to assure the proper locations are maintained. There is little room for error on this site.
- B. Along the Chalmers property there is a note that says the existing fence is to remain but the plan shows new cape cod curbing to be installed at the same location. Siltation fencing shall be located along this property line.

I feel that the revisions requested are very minor and can be addressed with revisions prior to the meeting. If the applicant has questions, as always please feel free have them call.



170 U.S. Route One Falmouth, Maine 04105 Tel: 207.781.5242

Fax: 207.781.4245

MEMORANDUM

TO:

Mr. Scott Teas - TFH ARCHITECTS

FROM:

Tom Green

DATE:

March 21, 2002

RE:

RESPONSE TO JIM SEYMOUR'S MEMO OF 3/20/02

FILE:

01403

Below are the responses to Jim's comments:

1. Stormwater Management

A. Combine underdrains.

The use of 2 connections minimizes the amount of water collected in the dripstrip and conveyed directly to the sewer. By connecting them at the foundation drain level; it puts more water at that level.

As for connections to a future storm sewer, connecting two pipes versus one is a minor difference.

B. Underdrain at the rear.

The connection of the dripstrip Underdrain to the retaining wall Underdrain minimizes the water going to the foundation drain. I am comfortable with this reason.

C. Underdrain at the surface.

I am comfortable discharging the wall drain to the surface. This again minimizes the foundation drain from receiving this water.

2. Road Access/Circulation

A. Snow Removal.

Note 17 was added the last time this comment was raised. The Owner is fully capable of handling snow removal.



Mr. Scott Teas TFH ARCHITECTS March 21, 2002 Page 2

B. Bollards.
This comment was addressed in the March 7th memo. Bollards and curb are unnecessary to protect the building.

3. Additional items

- A. Dimensions from the boundary line were added. It is always good practice to have a surveyor lay out the building. At this time, it is the Owner's choice.
- B. Fence.
 This was addressed in the March 7th memo. The fence stays as it is on the Chalmer's property. The silt fence goes up against it.

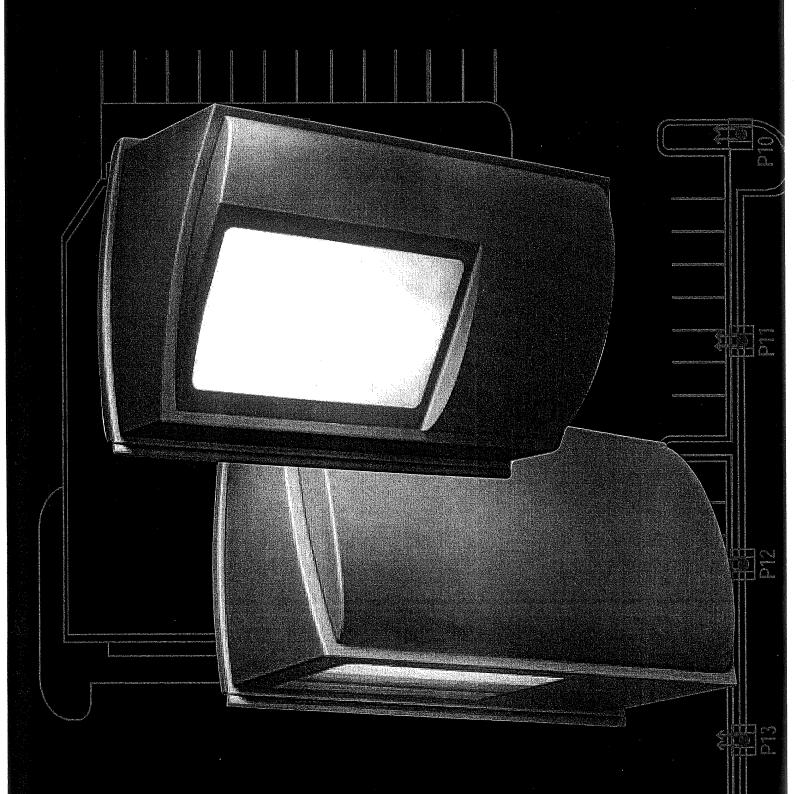
Hopefully this responds to Jim's concerns.

TSG/dp



Criterion Wallpack Lighting





THE FIRST TOTAL OUTDOOR LIGHTING SOLUTION DESIGNED TO SIMPLIFY YOUR LIFE

Wallpack Lighting

FORM, FUNCTION, FRUGALITY

At last, there is a complete outdoor lighting system designed to meet the functional, aesthetic, operational and economic needs of commercial and retail multi-site facilities. From the convenience and savings of interchangeable components, best-of-class optics and photometrics, to the beauty of complete architectural integrity in wall, area and flood lighting, our line of Criterion[™] luminaires will meet your every need.

A BRILLIANT SOLUTION

Now all your lighting across the country and across the parking lot can have the same look. But the value of Criterion luminaires goes deeper than their sleek die-cast exteriors. From their low-profile hardware and concealed gaskets to their easy tool-free maintenance, every aspect of Criterion's housing has been designed to maximize beauty, strength, durability and economical operation. Best of all, the inside of this luminaire is just as beautiful as the outside.

The Criterion Series includes design breakthroughs that will change the way you choose and specify lighting for years to come.

CUT-OFF WALLPACK

The Criterion 175w and 400w Cut-Off Wallpacks are the fastest mounting luminaires in the West, or anyplace for that matter. Just remove the SnapDrive[™] Electrical System, mount the wall gasket to provide an IP65 rating, then mount the housing using prepunched keyhole slots. Make your electrical connection and plug the SnapDrive back in. One person can do it with one ladder. It's fast and it's easy. Of course, you also get all the benefits of the Criterion family plus the superior light control of the Criterion Wallpack luminaires. The Cut-Off Wallpack projects light through a bottom opening to virtually eliminate all uplight. Bottom projection also allows for vertical lamp placement. Select the vertical burning pulse start lamp option for more light. Easy installation, more light, longer, where you want it. That's the Criterion Cut-Off Wallpack.

FORWARD THROW WALLPACK

The Criterion Forward Throw Wallpack offers

a truly unique advantage. In addition to the long list of Criterion Family benefits, the Criterion Cut-Off Wallpack

Criterion Forward Throw Wallpack

CRITERION. A NEW STANDARD IN HID LIGHTING

Wallpack Lighting

HOUSING

- Die-cast aluminum housing for strength, beauty and low maintenance
- Scaled family styling for consistent site-enhancing look
- Concealed continuous gasket seals against harmful dust, dirt, moisture and insects (IP65 rating)
- Tool-less entry for easy, economical maintenance (except 70w)
- Tamper-resistant option helps prevent unauthorized entry for security and safety (standard in 70w)
- Pre-punched key hole mounting slots, for fast and frugal installation
- Sliding notched hinge for quick and simple removal of the front housing (except 70w)
- 70w features economical direct mounting ballasts

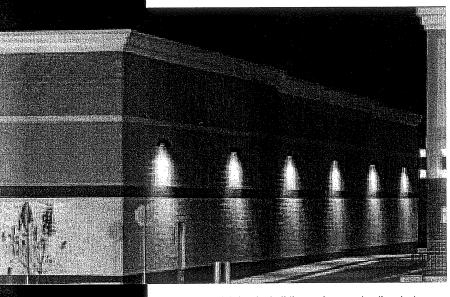
 Choice of a palette of standard colors, 188 RAL colors, or your own custom color in fade- and abrasion-resistant powder and liquid paints

OPTICS

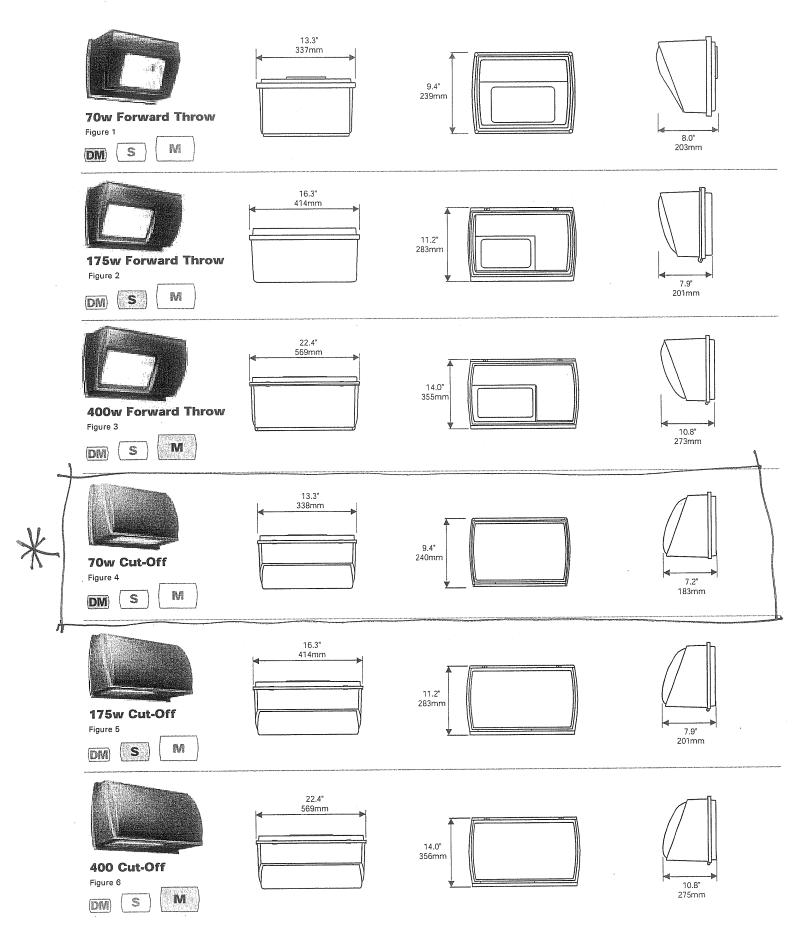
- Adjustable Throw Reflector and shielded lamp to accurately tune light placement (Forward Throw version)
- Cut-Off Reflector to maintain dark sky standards and please neighbors (Cut-Off version)
- Rugged hydro-formed reflector for consistent, repeatable performance
- Alglas[®] coating seals reflectors from contaminants for superior long term performance
- 35w to 400w MH, PMH and HPS lamp operation (consult ballast selection table for availability)

ACCESSORY OPTIONS

- EZAdd[™] Switched quartz (400w only)
- Single & dual fusing
- EZAdd[™] button PE



Lighting for building perimeters, loading docks, entrances, parking lots, walkways, wallwashing, uplighting, ATM areas and drive-through lenes.





Specifications

PHOTOMETRIC TABLE

Type	Wattage	Source	Forward Throw Photo Curve	Cutoff Photo Curve
Direct Mount-	50	HPS	451666	451773
Electrical Components	70	HPS	451667	451774
(Figures 1&4)	35	PMH	451668	451775
	50	РМН	451669	451776
	70	PMH	451670	451777
Small	100	HPS	451671	451778
w/SnapDrive	150	HPS	451672	451779
(Figures 2&5)	100	РМН	451673	451780
	150	PMH	451674	451781
	175	PMH	N/A	451782
	175	MH	451675	451789
Medium	250	HPS	451676	451784
w/SnapDrive	400	HPS	451677	451785
(Figures 3&6)	250	РМН	N/A	451786
	400	РМН	N/A	451787
	250	MH	451678	451788
	400	МН	451679	451789

PHOTOMETRIC REFERENCE



Cut-Off Distribution Pattern



Forward Throw Distribution Pattern

BALLAST SELECTION TABLE

						NAMES OF THE OWNER O				CHRISTING TO SERVED WITH
			Lamp	Socket	Multi	120	208	240	277	480
Housing Type	Wattage		Size	Size	Withita		ፈሀው	240	4111	1000
Direct Mount	35	PMH	ED17	MED		N,H				
Electrical Components	50	HPS	B17	MED	Н	Н	Н	Н	Н	Н
(Figures 1&4)	50	PMH	BD17	MED ·		N,H				
	70	HPS	B17	MED	A,N,H	A,N,H	A,N,H	A,N,H	A,N,H	A,N,H
	70	PMH	BD17	MED	N,H	N,H	N,H	N,H	N,H	N,H
Small	100	HPS	B17	MED	Н	Н	Н	Н	Н	
w/SnapDrive	150	HPS	B17	MED	Н	Н	Н	Н	Н	
(Figures 2&5)	100	PMH	BD17	MED	Н	Н	Н	Н	Н	
	150	PMH	BD17	MED	Н	Н	Н	Н	Н	
	175	PMH	BD17	MED	А	Α	А	A	Α	
	175	МН	BD17	MED	А	А	Α	Α	Α	Α
Medium	250	HPS	ED18	MOG	А	А	Α	А	A	Α
w/SnapDrive	400	HPS	ED18	MOG	А	Α	A	A	A	Α
(Figures 3&6)	250	PMH	ED28	MOG	А	А	Α	A	A	Α
	400	PMH	ED28	MOG	А	А	Α	A	Α	Α
	250	MH	ED28	MOG	А	А	Α	A	Α	Α
	400	MH	ED28	MOG	Α	А	Α	Α	Α	Α

Specifications

CUSTOM CONFIGURATION TABLE

Consult Ballast and Photometric Selection Tables

CXXX Criterion	40	M	O	A	2 Photo Electric	A	XXXX	D	XXX
Wallpack	Watts	Light Source	Voltage	Ballast Type	Control	Distribution	Color	Orientation	Options
CCDX = Cut-off w/ Direct Mount Electricals CCSX = Cut-off Small CCMX = Cut-off Medium CTDX = Forward Throw w/Direct Mount Electricals	03 = 35 (DM) 05 = 50 (DM) 07 = 70 (DM) 10 = 100 (S) 15 = 150 (S) 17 = 175 (S) 25 = 250 (M) 40 = 400 (M)	M = metal halide P = pulse start metal halide	0 = Multivolt ⁹ 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480	H = HPF-LAG N = NPF-LAG A = AUTO-REG	1 = no PE 3 = button PE ⁿ	A = Forward Throw (CTXX only) B = Cut-off (CCXX only)	Standard Colors DKBZ = dark bronze BLCK = black WHTE = white Special Colors Insert four digit color code from RAL color chart	U = aimed up D = aimed down	B = Time Delay Switched Quartz ^a F = Fusing ^a XXX = Special Options
CTSX = Forward Throw Small									
CTMX = Forward Throw Medium							The state of the s		

NOTES: Unless otherwise requested, all luminaires supplied with lamp.

(DM) = Direct Mount Electricals / (S) = Small / (M) = Medium "Factory set to 277V / "Not available with Multivolt / "Switched Quartz available in 400w only



SUGGESTED CONFIGURATION

Typical configurations are provided below for common applications to simplify your choice.

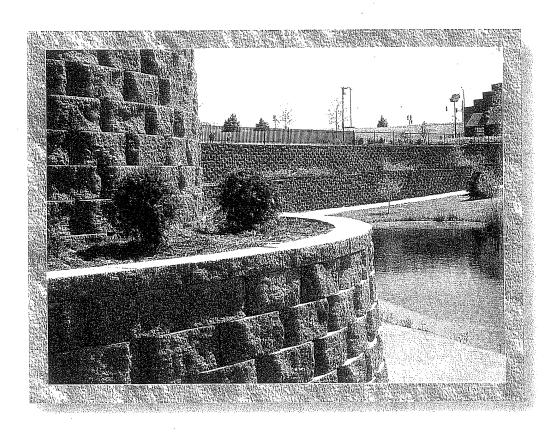
	Entrance/Ex	it Lig	httir	9.				Loading	Doc	k anı	d Sec	urit	y Lie	phting	Park	ing l	ot l	ight	mg			
70 watt	CCDX 07 P	0	N	1	В	DKBZ [)	CCDX 07	. P	0	N	1	В	DKBZ D								
	CTDX 07 P	0	N	1	Α	DKBZ [)	CTDX 07	Р	0	N	_1	Α	DKBZ D								
175 watt	CCSX 17 P	0	Α	1	В	DKBZ [)	CCSX 17	Р	0	Α	1	В	DKBZ D	CTSX	17	М	0	Α	1	A	DKBZ D
								CTSX 17	М	0	Α	1	Α	DKBZ D								
400 watt								CCMX 40	P	0	Α	1	В	DKBZ D	CTMX	40	Р	0	Α	1	A	DKBZ D
								CTMX 40) P	0	Α	1	Α	DKBZ D								

NOTICE: All data contained herein subject to change without notice. Patent Pending.

THE GE FIVE YEAR FIXTURE FAILURE WARRANTY

The GE Five-Year Fixture Failure Warranty is a limited warranty which guarantees to you, the Purchaser for resale or use in business, that the factory installed electrical system (consisting of a core and coil ballast, ignitor, capacitor, socket, terminal board, photoelectric receptacle and wiring) inside GE HID lighting fixtures will be free of defects in material and workmanship for five (5) years from the date of manufacture, or five (5) years from the date of the fixtures are shipped from the GE factory, whichever period you can substantiate. (Products bear a date code from which date of manufacture can be determined.) If any GE HID fixture fails to meet this warranty, GE will ship either a repaired or replacement part F.O.B. its factory. GE makes no warranty to those defined as consumers in the Magnuson-Moss Federal Trade Commission Improvement Act. For a copy of the complete warranty, contact GE Lighting Systems, Inc., Hendersonville, NC 28793-4506

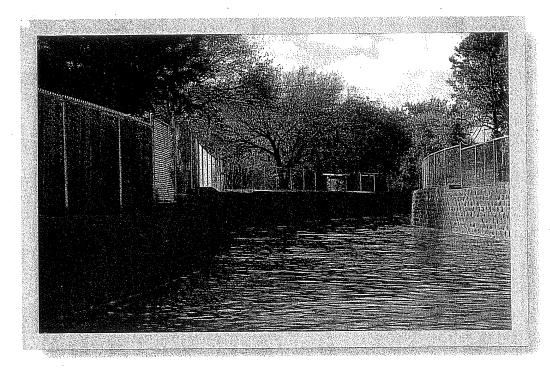
Anchor Vertica® Series



The Anchor Vertica® Series of retaining
wall blocks offers architects, engineers
and contractors the ideal solution for high
volume, commercial tall wall construction.
The natural beauty of the Anchor Vertica
Series blends with the surrounding
environment, while its design ensures a
durable, economic installation.



Anchor Vertica® Series



For non-reinforced gravity wall applications, Anchor Vertica® walls can be built up to three feet, while Anchor Vertica Pro® with its deeper design, can accommodate walls up to approximately six feet. With geosynthetic reinforcement, both can be used to design projects to virtually any height. The Anchor Vertica® Series uses built-in locators to assure proper alignment and an impressive 4° degree batter. The near vertical rise means less excavation and land loss. For tall wall projects where space is at a premium, the Anchor Vertica Series is the attractive, environmentally friendly and low-maintenance solution.



Anchor Vertica	-
Approx: Dimensions	8" x 18" x 11"
Approx. Weight	,
Approx. Coverage	1.0 sq. ft./unit
Setback (batter)	.0.5" (approx. 4°)

Anchor Vertica Pro

Anchor Vertica[®] Half-High

Approx. Dimensions .4" x 18" x 11".

Approx. Weight . .40 lbs.

Approx. Coverage .0.50 sq. ft./unit

Setback (batter) .0.25" (approx. 4°)

Anchor Vertica^o Cap

Anchor Vertica^o Corner

*Actual unit weight, size and availability may vary by region. Specifications may vary or change without notice. See your Anchor representative for details, color options, block dimensions and additional information.



Anchor Vertica® (Beveled Face)



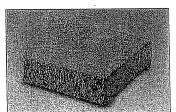
Anchor Vertica® (Straight Face)



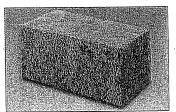
Anchor Vertica Proº (Beveled Face



Anchor Vertica Pro® (Straight Face)



Anchor Vertica® Cap



Anchor Vertica® Corner

ANCHOR WALL SYSTEMS



6101 Baker Road, Suite 201, Minnetonka, MN 55345-5973

For more information call us toll-free at 1-800-473-4452,

or visit www.anchorwall.com

©1998 Anchor Wall Systems, Inc. U.S. Patent Nos. 5,490,363 5,704,183 5,709,062 5,711,129 and other International Patents Pending.

389 Congress Street, 4th Floor Portland, ME 04101 (207)874-8721 or (207)874-8719 Fax: (207)756-8258

City of Portland Planning and Development Department Planning Division

Fax

TO: CHRIS CAVENDISIA

Company: TF/1

Fax: 773-0195

Date: 7-18-02

From: RICK KNUWLAMS

Comments: CANIS

SEG ATTACHED MEMO

MODE = MEMORY TRANSMISSION

START=JUL-18 10:47

END=JUL-18 10:49

FILE NO.=352

STN NO. COMM. ABBR NO.

STATION NAME/TEL NO.

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-CITY OF PORTLAND

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389 Congress Street, 4th Floor Portland, ME 04101 (207)874-8721 or (207)874-8719 Fax: (207)756-8258

City of Portland
Planning and Development Department
Planning Division

Fax

To: JOG BOOTH Company: PROP

Fax: 842-2994 Date: 7-18-02

From: RICK KNOWLOND

Comments:

JOB, ATTACHED IS A MEMO CONCERNING HANDUR AND MONROG/GREENLEAF CONCERNING FEED AND OTHER DETAILS.

RK



KeyBank One Canal Plaza Portland, ME 04101-4035

July 8, 2002

Lee Urban, Director
CITY OF PORTLAND PLANNING AND URBAN DEVELOPMENT
389 Congress Street
Portland, Maine 04101

Tel: (207) 776-7194

Re: Monroe Greenleaf Streets, Portland, Maine \$51,186.00 Letter of Credit (Our #**S304995**)

KEYBANK NATIONAL ASSOCIATION hereby issues its Irrevocable Letter of Credit for the account of Peninsula Community LP ("Developer") as developer (hereinafter referred to as the "Developer"), in the name of the City of Portland, Maine (the "City") in the aggregate amount of FIFTY ONE THOUSAND ONE HUNDRED EIGHTY-SIX AND 00/100 U.S. Dollars (U.S. \$51,186.00).

The City, through its Director of Planning and Urban Development, may draw on this Letter of Credit by presentation of a sight draft, the original Letter of Credit and all amendments thereto, at the Bank's offices located at One Canal Plaza, Portland, Maine, accompanied by a certificate stating that:

- (1) the Developer has failed to complete by two (2) years from the date of this letter of credit or by the expiration date of any temporary certificate of occupancy issued, whichever date comes first, at the Developer's expense, the work on the roads and other public improvements as set forth in a certain Schedule of Costs of Public Improvements attached hereto as Exhibit A; or
- (2) the Developer has failed to post the ten percent (10%) Defect Bond or Guarantee required by the Portland City Code Sections 14-501 and 15-525; or
- (3) the Developer has failed to notify the City for inspections.

In the event of the Bank's dishonor of the City of Portland's sight draft, the Bank shall inform the City of Portland in writing of the reason or reasons therefor within three (3) working days of the dishonor.

After all underground work in the public right of way has been completed and inspected to the satisfaction oft he Department of Public works, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electric conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and

Lee Urban, Director
CITY OF PORTLAND PLANNING AND URBAN DEVELOPMENT
July 8, 2002
Page 2
Re: \$51,186 Letter of Credit No. 5304995

Urban Development or the City of Portland Director of Finances as provided in Section 14-501 of the Portland City code may authorize the Bank, by written certification, to reduce the available amount of this letter of credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one (1) year each from the current expiration date hereof, or any future expiration date, unless at least sixty (60) days prior to any expiration date, the Bank notifies the Director of Planning and Urban Development by registered or certified mail at the above listed address that the Bank elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by the original Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development reading as follows:

This drawing results from notification that the Bank has elected not to renew this Letter of Credit; or

This drawing results from the Developer's failure to timely complete to the satisfaction of the City the public improvements set forth in a certain Schedule of costs of Public Improvements attached hereto as Exhibit A; or

This drawing results from the Developer's failure to post a ten percent (10%) Defect Guarantee or Bond as provided in Section 14-501 of the Portland City Code; or

This drawing results from the Developer's failure to notify the City of inspections.

This Letter of Credit will automatically expire upon the earlier of:

- 1. The Bank's receipt of a written notification from the City of Portland that said work as outlined in a certain Schedule of Costs of Public Improvements attached hereto as Exhibit A between the Developer and the City of Portland has been completed in accordance with the City of Portland specifications and this Letter of Credit may be canceled; or
- 2. The expiration date of Mach 8, 2004 or any automatically extended date as specified herein.

Partial drawings are permitted.

Lee Urban, Director CITY OF PORTLAND PLANNING AND URBAN DEVELOPMENT July 8, 2002

Page 3

Re: \$51,186 Letter of Credit No. ____\$304995

Except as otherwise expressly stated herein, the Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, and any subsequent revisions thereof approved by the International Chamber of Commerce (the "Uniform Customs"). This Letter Of Credit shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws in effect in the State of Maine.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored if presented at our offices at identified above or before two years from the date hereof or any automatically extended date as specified herein.

Very truly yours,

KEYBANK NATIONAL ASSOCIATION

Ltr of Credit PROP 6-20-02 Mon-Green.doc

Danny Kuttell Assoc Corp Councel 1/11/02

Lee Urban, Director		
CITY OF PORTLAND PLANNING	AND	URBAN DEVELOPMENT
July 8, 2002		
Page 4	Re:	\$51,186 Letter of Credit No.

Exhibit A Schedule of Costs of Public Improvements

Ltr of Credit PROP 6-20-02 Mon-Green.doc 7/3/02 2:02 PM

NO.130 P005/007

CITY OF PORTLAND

Department of Planning and Urbus Development SUBDIVISION/SITE DEVELOPMENT

2077569258 P.02/04

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

					Day	io:	
Name of Project:			<u> </u>		^		
Address/Location:	Mon	RDY)	e Gr	PRIVATE Subsola Quantity Unit Cost Subsola \$12.70 \$5.250 \$10.71° \$2.10° \$10.71° \$4.650° \$2.4650°			
Developer:	People	s Reg	ional	Opport	unity fi	ngram	مر
Form of Performance G	uarates:		·				
Type of Development:	Suddivision	division Site Pine (Major/Minor)					
TO BE FILLED OUT	by the al	PPLICANT:					
			PUBLIC		•	PRIVATE	
Aleman .		Overaity	Unit Cest	Subtotal	Quantity	Unit Cost	Subsotal
1. STREET/SIDEW/ Road Grunte Curbing Sidewalks Esplanades Monuments Street Lighting Street Optiming Ray Other		12 yd -31 yd	\$449 \$49		51ft 148quas	\$12.70 \$2.100 \$44	\$107100
2. EARTH WORK Cut Fill	\$	310	\$15 \$ 1450 Comp.	\$44.650,000 \$244.65			14480 15485
3. SANITARY SEW: Menholes Piping Connections Main Line Piping House Sewer Servi Pump Stations Other	tiein-		1/20	\$6720°°			
4. WATER MAINS		521ft	\$15044	\$7800°°			
5. STORM DRAINA Manholes Catchbasins Piping Detention Basis Stormwater Quality Other							

EXHIBIT

A

	//03/02 14:22 CURTIS THAXTER → TOMPKINS,CLOUGH, 8-2002 15:47 CITY OF PORTLAND SITELIGHTING	NO.130 P006/007 2077568258 P.03/04
7:	EROSION CONTROL Silt Fence Check Dams Pipe Inlet/Outlet Protection Level Lip Spreader Slope Stabilization Felaining Geotextile Hay Bale Barriers Catch Basin Inlet Protection	180HH \$4 \$20 540N \$25 \$13500-
8.	RECREATION AND OPEN SPACE AMENITIES	
9.	IANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	Seed 184d \$46.504d \$837
10.	MISCELLANEOUS	2 \$1000 \$400
	TOTAL:	26244
	GRAND TOTAL:	33,359
Ins	PECTION FEE (to be filled out by the City)	(NOT 00, 201, 12 th
A:	2.0% of totals: 356.54 PRIVATE	# 1023.75 TOTAL

(name)

B:

Alternative
Assessment:

Assessed by:

(name)

18-2002 15:48

7/03/02 14:23 CURTIS THAXTER \rightarrow TOMPKINS,CLOUGH, CITY OF PORTLAND

NO.130 P007/007

2077568258 P.04/04

- V.	Monroe & Greenteaf	
	- He Bed Twig Dogwood	\$100ch \$1600
11/1900	- 6 Imperial Thornless	\$300 each \$800
The state of the s		The state of the s
The second secon		
THE RESIDENCE OF THE PROPERTY		
t.		

CURTIS THAXTER STEVENS BRODER & MICOLEAU LLC

ONE CANAL PLAZA, P.O. BOX 7320, PORTLAND, ME 04112-7320/TEL: 207-774-9000 FAX: 207-775-0612/www.curthax.com

Maurice A. Selinger, III mas@curthax.com

VIA HAND DELIVERY

July 11, 2002

Penny Littell, Assoc. Corporation Counsel City of Portland City Hall 389 Congress Street Portland, ME 04101

RE:

Peninsula Community L.P. - Hanover Street

and Monroe/Greenleaf Streets

Dear Penny:

Enclosed please find the original letters of credit with regard to the above two properties. I understand that a building permit may now be issued with these having been delivered to the City.

Very truly yours,

Maurice A. Selinger, III

Encls.

cc: Robert Cain (w/encls.)
W. Scott Fox (w/o encls.)
Lawrence R. Clough, Esquire (w/encls.)

O:\MAS\71985 PROP\Peninsula Community\Correspondence\Letter to Penny Littell.wpd

207 773 0194

Memorandum

Project:

PROP Monroe/Greenleaf Sites

Date:

March 13, 2002

To:

From:

Re:

Marge Schmuckal

Zoning Administrator

Will Tinkelenberg

TFH Architects

Greenleaf Building

Phone No. Fax No.

Project No.

(207) 874-8695 (207) 874-8716

Phone No.

(207) 775-6141

Fax No.

(207) 773-0194

Copy to:

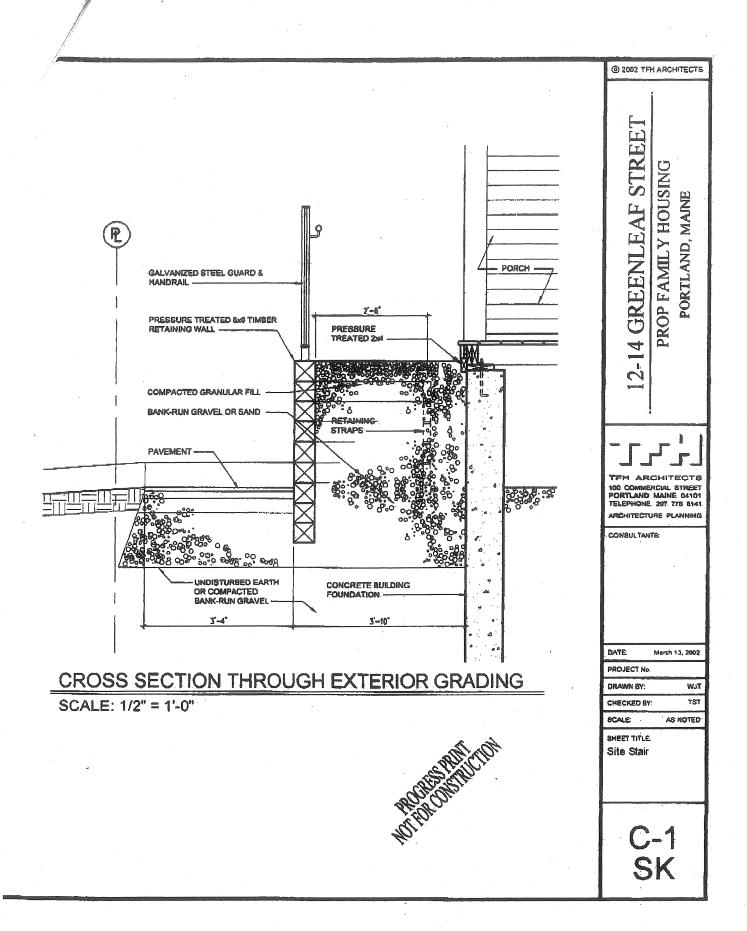
TST; File

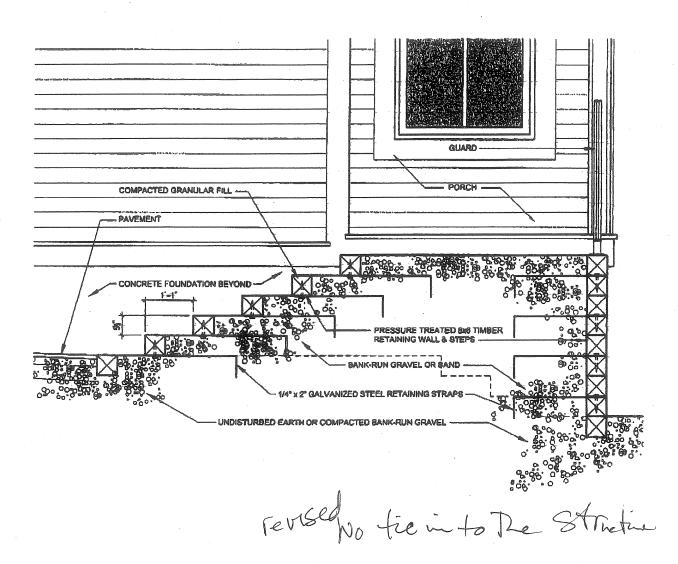
Marge:

Scott requested that I forward to you SK C-1, included here.

Thank you! -Will

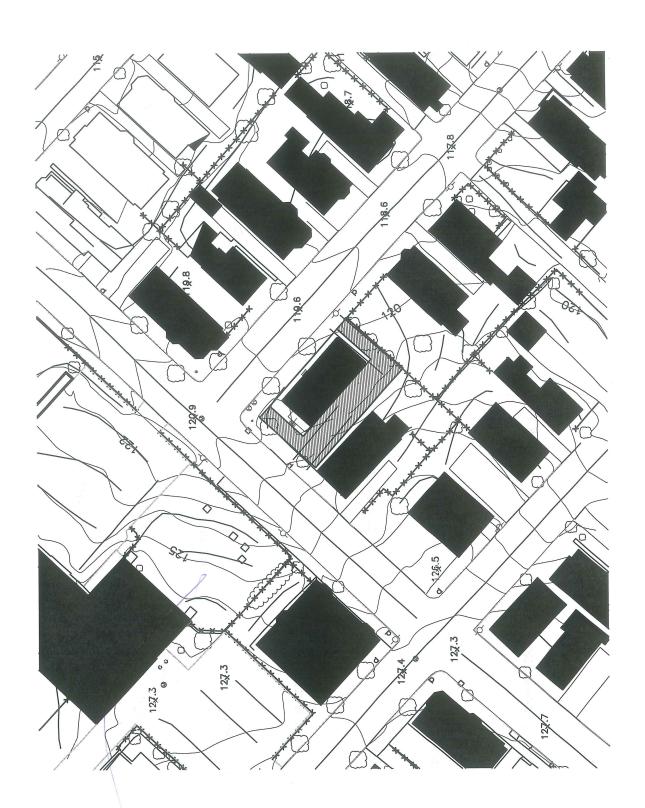
Encl: SK C-1, "12-14 Greanleaf Street", March 13, 2002





LONGITUDINAL SECTION THROUGH EXTERIOR GRADING

SCALE: 1/2" = 1'-0"





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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February 19, 2002

City of Portland Planning Department Rick Knowland 389 Congress St Portland, ME 04103

Dear Mr Knowland;

We are pleased to submit the attached City of Portland Site Plan Application. This application is being made on behalf of the Peoples Regional Opportunity Program (PROP) for a housing development located at 12-14 Monroe and Greenleaf St. and rehabilitation of an existing home 6 Monroe St.

PROP, with the assistance of a local architect, has designed an in-fill module that reflects the mass, scale, and character of a number of residential districts in Portland. We have created a versatile design consisting of 3-bedroom units, each 1364 SF, to be constructed as a 3-unit triplex. The units will be modular in construction and the configuration, which consists of a fully accessible flat on the ground floor with duplex units above, creates a compact, efficient organization of space contained within an architectural vernacular.

The units themselves are designed with three bedrooms over 100SF, 1 1/2 bathrooms, living room, kitchen, and dining area. Notable features of our design include: Energy efficient housing with insulation R values greater than those recommended by the Department of Energy; each unit will have direct access to grade; washer dryer hookups; recessed porches, units above the first floor will have open air porches; compact energy efficient hydronic heating; State of Maine sprinkler system; construction atop a full foundation.

This proposed development will consist of placement of two modules at 12-14 Monroe and Greenleaf St. An adjacent property on 6 Monroe St will be converted into 3-3 bedroom

apartments. PROP feels that this proposal meets the need for providing quality, affordable Housing for the City of Portland.

If you have any questions or would like any further information I can be reached at 842-2988 extension 22 or you may contact Carla Petersons at extension 26.

Sincerely,

Robert E. Cain

Director of Housing

Encl.

Title: Written Statement

Sec. 14-525(c)

1. Description of proposed uses to be located on site.

The project site located at 12-14 Monroe/Greenleaf St. will be used for the new construction of 6-units of rental housing. The project site located at 6 Monroe St. will entail the rehabilitation of an existing building into 3-units of rental housing. Refer to Pinkham and Greer Drawing C2.

2. Quantity and type of Residential.

The new housing units will consist of modular construction in a versatile design of a three bedroom triplex. The configuration consists of a full basement with a flat on the ground floor with duplex units above, creating a compact efficient organization of space. This project will have two buildings (six 3-bedroom units). The rehabilitation will consist of creating 3 rental units.

3. Total land area of site.

The site is a total of 10,883 SF.

4. Total floor area and Ground Coverage.

Total floor area and ground coverage is 3934 SF.

5. General summary of existing and proposed easements or other burdens.

See attached draft deed description and Pinkham and Greer Drawing C1 subdivision plans.

6. Method of handling solid waste disposal.

We will construct a 7' X 12' area with a 6'high wooden fence with concrete slab for 9-50 gallon trash receptacles. Each receptacle will be labeled for the designated unit. Tenants will be responsible for putting the receptacle at the curb on the designated pick up day.

7. Applicants evaluation of availability of off-site public facilities, including sewer, water and streets.

See enclosed letters from PWD, and requests from Northern Utilities, and Public Works.

8. Description of any problems of drainage or topography, or a representation that there are none.

There are no problems with drainage or topography, Pinkham and Greer Drawing C2.

9. An estimate of the time period required for completion of the development.

We anticipate development of new construction completed at the end of June pending City approvals. The rehabilitation of the existing unit will be completed I 1 year.

10. Construction Plan outlining the anticipated sequence of construction of the major features of the project including without limitation, roads, retention basins, sewer lines, seeding and other pollution abatement control measures and also setting forth the approximate dates for commencement and completion of the project.

For the new Construction assuming building permit April 15, 2002 we will break ground on May 1, 2002. The foundation including tie in to sewer and water will be completed by May 15, 2002. Silt fences will be set up as required. Modules will be set May 20 and 21, 2002 and "B work" (i.e. tie units together, see attached list) will be completed by the end of June.

The rehabilitation of the existing property will not disturb any exterior areas.

11. A list of all state and federal regulatory approvals to which the development may be subject.

N/A

12. The status of any pending applications.

N/A

13. Anticipated time frame for obtaining such permits.

N/A

14. A letter of non-jurisdiction.

N/A

15. Price range of houses that will be built in the subdivision

Each new unit will be constructed for a price of \$100,000.00-\$110,000.00 making the total development cost \$300,000.00-330,000.00. We anticipate a total cost of \$100,000.00 (including purchase) per unit in the rehabilitation units.

16. Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it.

The Development team consists of the PROP Housing Department and Scott Teas of TFH architect (architectural consultant) and Tom MacDonald of MacDonald Associates (financial consultant for Tax Credit purposes).

The PROP Housing Department consists of 10 employees and 3 maintenance staff. Our experience includes over 60+/- years of construction and development experience. We currently own and manage 27 units of rental housing, that we have purchased and rehabbed in the past 15 years. We are in the process of renovating of five multi-units in the City of Westbrook. In conjunction with the Maine State Housing Authority (MSHA) we oversaw the financial and construction aspects of 500 Fix Me loans and are currently one of only 3 non-profit Agencies administering a Maine Home Repair Pilot. Along with the above we have also run a variety of programs from various sources that include, weatherization, central heating improvements, oil tank replacement, water and energy conservation, homeownership, home purchase, home rehab and resale and others with an annual budget of over 1 million dollars.

Financing will be from an array of sources. Attached is a commitment letter from Key Bank for construction financing and line of credit for property purchase. Also included is a letter from Key Bank indicating the possibility of commitment for Low Income Housing Tax Credits. We have applied for Federal Home Loan Bank Affordable Housing Grant for \$125,000.00 for 34 units (grant awards will be made sometime in March). We are in the process of applying for Low Income Housing Tax Credit funding for the March round (reservations awarded at the beginning of April). The City of Portland reserved \$200,000.00 of CDBG/HOME funds for development of 15-18 units in August 2001. We approached the City for additional funding and the request of \$414,000.00 was unanimously approved by the Housing Council and expected to go to for full Council approval in March. (letter and Housing Council meting minutes attached).

EXHIBIT X

Mark B. Adelson, Director Division of Housing & Neighborhood Services



Department of Planning and Urban Development

CITY OF PORTLAND

August 27, 2001

Grant Lee, Executive Director People's Regional Opportunity Program 510 Cumberland Avenue Portland, ME 04101

Dear Grant,

At its August 20th meeting the Housing Sub-Committee of the City Council endorsed PROP's preliminary application for funding under the April 30th RFP. We ask that you now complete a final application for your "Scattered Site" Affordable Rental Housing Project.

Elements of the final application include:
Site control for development
Financing package – plan and commitments
Building and site design
Permit approvals
List of development team members - particularly changes from initial application

it is hoped you can assemble the final application as rapidly as possible, within 90 days if possible. I'd ask that you remain in contact during this period as the develop proposal is finalized. Your application requested \$340,000 in funding for 30 units. Given the potential to phase the project over a number of years were are reserving \$200,000 from the current budget allocation to develop between 15 and 18 units. If we are successful with these initial developments funds will be made available to assist in financing all 30 units.

I'il serve as your contact here at the Division of Housing & Neighborhood Services, tel. 874-8711, e-mail als@ci.portland.me.us. I suggest we schedule a meeting shortly to move the project forward. Keep in mind that neighborhood inclusion is a critical factor as these developments unfold and sites are proposed. Call with any questions and to set up a meeting.

Aaron Shapiro

Housing Program Manager

-389 Congress Street • Portland, Maine 04101 • (207) 756-8249 • FAX 874-8949 • TTY 874-8936

included:

Donation of Land from the City Sale of the Health Center \$960,000,00 Secured from HUD

EXHIBIT X.

Payback Requirement if the Sponsor is Default on Service
No Mortgage, this is a Grant
This will be called the Peaks Island Elder Housing Complex: this will be its own entity with no owner and run by a Board.
The Subsidy covers 75% of operating costs
Section 8 will cover 25% of operating costs

Public Comment:

Steve Scharf asked if the current site of the Health center pays taxes. Wendy Cherubini responded, no, it does not, this was a single family home that was converted for the Health Center. This is City owned.

Jerry Garman commented that people are applying to live in the new housing now. They cannot apply until 90 days before the opening.

Councilor Smith made a motion to recommend to the City Council a change to the Option and Purchase Agreement: Delete Condition # 15. He would like to add a clause to execute a Use Agreement. Councilor Cloutier made the motion, Councilor Dawson gave the second, All in favor of recommendation. He also made a motion to recommend they authorize the sale of 26 Sterling Street. Councilor Cloutier made the motion, with Councilor Dawson giving the second, all in favor. These will go before the Council in February.

3) PROP Scattered Site Housing:

This item was reviewed by Mark and turned over to representatives from PROP.

Betsy Sawyer-Manter gave a brief explanation for new Housing Committee Members. There will be three units in each building consisting of three bedrooms and 1 1/2 baths in each unit. They will be of modular construction. The performa has changed to \$112,000 per unit/each apartment, this amount includes all construction, inside and out. Councilor Smith asked if these buildings will look traditional to the neighborhoods? Betsy responded that yes, they will, they blend very well within the neighborhood. Councilor Smith asked how many sites PROP has located in the City and with a 40'x 80' site being the smallest, would PROP consider doing two unit buildings. Betsy replied that numerous sites throughout the City were located. Bob Cain from PROP replied that no, at this time they would not commsider 2 unit projects, it would be considered in the future but that would depend on the Planning process. Councilor Smith also asked if these would be tax paying projects. Bob Cain responded that yes, we redid the performa at the Committee's suggestion and they will be fully taxpaying now, they will be units for family housing. PROP will own and manage the properties. The project on Grant Street has the full support of the Parkside Neighborhood Association. Councilor Smith asked Charlie Lane if the City can lock in the tax-paying concept somehow. Charlie responded that he can't think of a way to do so under Maine Law. Recently during a discussion, the topic was on how to put a Covenant covering this in an agreement.

Public Comment:

Bob Hains asked if these units would have two means of egress with staircases inside and out. Mark responded that yes they would. These units will meet all Zoning and Code Regulations.

Councilor Smith asked for a Motion to accept the \$414,000.00 with a minimum of 23 units. Councilor Dawson made the Motion, Councilor Cloutier gave the second, All in favor.



Tel: 800 452-8762

KeyBank National Association One Canal Plaza Portland, ME 04101-4035

December 12, 2001

Mr. Grant Lee
Executive Director
People's Regional Opportunity Program
510 Cumberland Ave.
Portland, Maine 04101

RE: Scattered Site Construction Financing

Dear Grant

We are pleased to inform you that KeyBank National Association (the "Bank") has approved a Two Million Dollar (\$2,000,000.00) Revolving Construction Loan facility for the purpose of constructing affordable housing rental units. The Bank has also approved a Five Hundred Thousand Dollar (\$500,000.00) Line of Credit for the purpose of acquiring property to be used to construct said units prior to Construction Loan funding.

This loan commitment is based on representations made by you in your proposal, the information and assumptions for income and expenses provided, and the costs and estimated time for completion of construction.

The Bank's obligation to honor this commitment is subject to the following terms and conditions.

TERMS

Lender:

KeyBank National Association

Facility:

1) Revolving Construction Loan up to \$2,000,000.00

2) Acquisition Line of Credit up to \$500,000.00

Borrower:

People's Regional Opportunity Program (PROP)

Interest Rate:

1 & 2) A variable interest rate will be charged equal to the daily published Wall Street Journal Prime Rate (currently 4.75%). The Rate will change contemporaneously with any change in the published

raic.

Term:

1) Availability under the Revolver will be subject to annual review and renewal. Individual construction loans will be established for each project being developed. The term of each construction loan will be the earlier of completion of the specific project or 12 Months from first draw down.

2) Availability under the line will be subject to annual review and renewal. Individual notes will be established for each acquisition that will have maturities of 6 months. Principal will be due on conversion to Construction Loan under the Revolver.

90715 9/97 FR: NT 2997/97/TR

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People's Regional Opportunity Program

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Interest

Payments:

1 & 2) Monthly payments of interest only on the disbursed principal balance.

Late Charges:

1 & 2) 3% of monthly payment, for payments not received within 15 days of the due date.

Commitment

FPP.

1 & 2) A one time commitment fee of \$6,250.00 (\$5,000.00 for Revolver, \$1,250.00 for Line) is due of which \$2,250.00 (the "Commitment Deposit") shall be payable upon your acceptance of this letter and the balance at the closing. The Commitment Fee is consideration for the issuance of this commitment by Lender and the substantial services that Lender has rendered and will render in preparation for the closing of the Loan. The Commitment Fee is non-refundable under any circumstances, whether or not the Loan closes.

CONDITIONS (for each project submitted):

Each loan shall be evidenced by a promissory note of the Borrower which shall be secured by:

Collateral:

- 1 & 2). A First mortgage and security interest in all land and buildings to be acquired plus improvements to be constructed, materials, plans and specifications, plus an assignment of all rents and leases if applicable.
- 1) Assignment of all permanent sources of funding.
- 1) Assignment of Contractor, Architect and/or Engineer's Contract and Plans.

Environmental

Site Assessment: 1 & 2) An acceptable Phase I Environmental Site Assessment report prepared for and certified to the Bank as a co-client will be required

Appraisal:

- 1) Funding under this commitment is made subject to the receipt of appraisals on any proposed projects where Construction Revolver funds will be used. The appraisals are further subject to acceptance satisfactory to the Bank in all respects including, but not limited to, an as completed market valuation that indicates a maximum loan to value of 80% of requested construction funds. Cost appraisals will be borne by the Borrower.
- 2) Acquisition funding under the Line will be limited to a 50% loan to value as established using market comparables or 70% of cost, whichever is lower.

Financial Statements:

Borrower and related entities will be required to furnish current financial information and annual Audited Financial Statements within 120 days of Fiscal Year End.

Builder Risk & Hazard Insurance:

Evidence of general liability insurance with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate, converting upon completion of construction to all risk hazard insurance covering the improvements in the amount of the loan balance or greater will be required. The insurance company must be acceptable to the Bank and "KeyBank National Association, its successors and assigns" shall be named in the mortgage loss payable clause with the address of "KeyBank National Association, ATTN: OH-01-55-0203BSC, 55 Public Square, Cleveland, OH 44114."

People's Regional Opportunity Program

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Modular Home Supplier:

1) The Borrower will enter into a fixed price contract from a modular home supplier that includes delivery, and "bolt and secure" setup. The contract will correspond to the information as to the costs and timing of each Project submitted to the Bank. This information is to be supplied to and reviewed and accepted by an independent construction inspector that will be engaged by the Bank. Both the supplier and the terms and conditions of the contract must be acceptable to the Bank.

Covenants:

1 & 2). For usage under both facilities Borrower shall maintain a ratio of Total Senior Liabilities to Adjusted Tangible Capital of not more than 5.00 to 1.00; tested at the end of each fiscal Year (Actual as of June 30, 2001 = 4.95 to 1). "Total Senior Liabilities" means total liabilities less Subordinated Debt. "Adjusted Tangible Capital" means Tangible Capital less investments in, advances to, promissory notes and any receivables from, any affiliate or other related entity of Borrower. "Tangible Capital" means Tangible Net Worth plus Subordinated Debt. "Tangible Net Worth" means Borrower's total assets excluding all intangible assets (i.e., goodwill, trademarks, parents, copyrights, organizational expenses, and similar intangible items, but including leaseholds and leasehold improvements) less Total Debt. "Total Debt" means all of Borrower's liabilities including Subordinated Debt. "Subordinated Debt" means indebtedness and liabilities of Borrower, which have been subordinated by written agreement to indebtedness owed by Borrower to Lender in form and substance acceptable to Lender.

Pre-Closing Requirements for

Each project:

The following will be submitted to the Bank prior to any advances under the Construction Loan Revolver.

Binding commitments for long-term permanent financing, grants, bridge financing, subsidy and/or tax credit equity in amounts sufficient to satisfy 100% of the construction loan balance and total project costs to be in hand prior to construction loan start. Such commitments shall be subject only to construction completion and a certificate of occupancy. Acceptable inter-creditor agreement(s) shall be executed between the Bank, the Borrower and all sources of permanent funds related to the above.

Review and approval by Bank engaged construction loan inspector of final construction loan budget, all sub-contractors that have contracts over \$20,000.00, and the modular home supplier and contract, prior to construction loan start.

Final plans and specifications and based on these plans and specifications, Borrower shall submit to the Bank a detailed estimate of costs. The Bank's approval of the above is for lending purposes only.

Copy of any and all construction contracts. Including commitments from modular home manufacturers.

Copy of current deed to subject property. If on leased property a long-term lease acceptable to all parities including but not limited to all funding sources.

Evidence in the form of a building permit that the premises and proposed improvements comply with all zoning laws, ordinances, and rules and regulations of all governmental authorities having jurisdiction.

A borrowing resolution which identifies those individuals by name and title who have the proper legal capacity and authority to enter into the loan transaction and execute the loan documents.

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People's Regional Opportunity Program

Confirmation of builder risk, liability and hazard insurance with the Bank properly named as a mortgagee loss payee.

Other documents which may be reasonably required by the Bank of Borrower to assure compliance with this commitment.

Obligation to Disburse:

The Bank's obligation to disburse pursuant to a construction loan agreement is further contingent upon the following:

Each condition of this loan commitment and the loan documents have been satisfied in a manner acceptable to the Bank.

Borrower will furnish up-to-date financial information and certification that no adverse condition has occurred that would affect the credit or security the Bank relied upon in the granting of this

The Bank shall disburse the loan funds pursuant to the revolving construction loan agreement to be executed as part of the loan documents.

For funds under the Construction Loan Revolver the Borrower will submit draw requests with each request using the American Institute of Architects (AIA) forms G702 and G703. Prior to each disbursement the Bank appointed inspector shall inspect the property to verify that the request for disbursement accurately indicates the amount of construction completed to said date. Disbursement will be limited to one per month and the costs for the title insurance update and property inspection for each disbursement will be charged to the Borrower.

Upon completion, Borrower shall furnish the Bank a certification from a licensed architect or engineer certifying that all of the improvements are fully completed and are in accordance with the Bank's approved plans and specifications. The architect or engineers shall also furnish a certification that all improvements comply with the current building code requirements and that there are no known violations. The Bank shall also receive a Certificate of Occupancy satisfactory to the Bank.

Closing Costs:

Borrower agrees to pay all loan expenses including, but not limited to, title company premiums and charges, fees of the Bank's counsel, appraisal, environmental site assessment, recording fees and taxes, property inspection fees, and all other reasonable expenses in connection with the preparation, closing and disbursement of the loan. To the extent incurred, the foregoing expenses shall be paid by Borrower whether or not the loan shall close or be funded.

Law:

The rights and obligations of the parties with respect to this commitment shall be governed by the laws of the State of Maine. Under Maine law, no promise, contract or agreement to lend money, extend credit forbear from collection of a debt or make any other accommodation for the repayment of a debt for more than \$250,000 may be enforced in court against the Bank unless the promise, contract or agreement is in writing and signed by the Bank. Accordingly, the Borrower cannot enforce any oral promise unless it is contained in a loan document signed by the Bank, nor can any change, forbearance, or other accommodation relating to the loan, this agreement or any other loan document be enforced, unless it is in writing signed by the Bank. Borrower also understands that all future promises, contracts or agreements of the Bank relating to any other transaction between Borrower and Bank cannot be enforced in court unless they are in writing signed by the Bank. Borrower further agrees that the enforced in court unless they are in writing signed by the Bank. Borrower further agrees that the enforced in court unless they are in writing signed by the Bank. Borrower further agrees that the enforced in court unless they are in writing signed by the Bank. Borrower further agrees that the enforced herein, any extension, modification, renewal, forbearance or other accommodation relating to the transactions contemplated by this commitment, and to any other credit relationship between

People's Regional Opportunity Program

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Borrower and Bank, (whether existing now or created in the future) whether or not the amount involved exceeds \$250,000

Legal Counsel: Satisfaction of requirements of the Bank's legal counsel and approval by counsel of all documents in connection with this loan will be required. The foregoing terms and conditions are predicated upon lender's present understanding of the proposed transaction, and are subject to such additional requirements as may be determined by lender's legal counsel. The loan documents shall also contain provisions regarding late fees, default rate interest, waiving trial by jury, providing for venue in the State of Maine for any litigation and restricting the types and the amount of damages which may be recovered.

Commitment Acceptance & Expiration:

This letter and commitment has been issued in response to Borrower's request and shall not become effective until such time as the Bank has received Borrower's unconditional written acceptance of the terms and conditions of this letter. This commitment expires sixty (90) days from the date on which the Borrower accepts and returns this letter along with the required Commitment Deposit. The loan must close by the end of this time of this commitment shall be no further force and effect.

This commitment is made to the Borrower and is not assignable or transferable to any other party or entity. The Terms and conditions of this commitment may not be medified, changed, waived, or extended unless agreed to in writing and executed by all parties.

If this commitment is acceptable, please date and sign below. If this commitment letter is not returned by December 28, 2001 this commitment shall be of no further force or effect.

We are pleased to offer this financing and thank you for favoring KeyBank National Association with this loan and relationship opportunity.

90

W. Scott Fox

Senior Vice President Community Development Lending

THE TERMS AND CONDITIONS OF THIS COMMITMENT ARE ACCEPTED AND AGREED TO ON THIS aum DAY OF_

SEEN AND AGREED TO:

People's Regional Opportunity Program

Grant Lee, Executive Director

Date: 12/20/6/

9911528200

EXHIBIT

KeyBank

1 Canal Plaza
Portland, Maine 04101

W. Scott Fox Vice President
207-874-7026 / 207-874-7732 fax

January 24, 2002

People's Regional Opportunity Program Robert Cain, Director of Finance & Administration 510 Cumberland Ave Portland, Maine 04101

Re: Scattered Site Construction Financing and Low Income Housing Tax Credits

Dear Bob:

The purpose of this letter is to confirm Key Bank National Association, and it's wholly owned affiliate Key Community Development Corporation's strong interest and ability in acquiring all Low Income Housing Tax Credits associated with the scattered site development of affordable rental housing in the greater Portland area. It is my understanding that the project will be generating tax credits totaling \$2,103,000.00. Also, this letter is to confirm that we have already committed up to \$2,000,000.00 in construction financing for this project.

We look forward to working with you in developing this exciting project. Please be advised the foregoing does not constitute an offer, agreement or commitment to provide such funding. A formal binding commitment may only be given after more extensive due diligence and completion of our internal approval process, which may impact the terms discussed above. Furthermore, any formal commitment issued by Key Bank National Association must be in writing and would contain more extensive terms and conditions.

Sincerely,

Senior Vice President

Community Development Lending



225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961 FAX (207) 761-8329 www.pwd.org

February 12, 2002

Thomas S. Greer. P.E. Pinkham & Greer 170 US Route One Falmouth, me. 04105

Re: PROP Project- Monroe & Greenleaf Streets

Dear Tom:

This letter is to confirm there should be an adequate supply of clean and healthful water to serve the needs of the proposed 3 residential units at the intersection of Monroe and Greenleaf Streets in Portland. Checking District records, I find there is a 6" cast iron water main in both streets that was installed in 1914, map enclosed.

The current data from the nearest hydrant indicates there should be adequate capacity of water to serve the needs of your proposed project..

Hydrant Location: Lancaster St. @Anderson St.

Hydrant # 245

Static pressure = 91 PSI

Flow = 1445 GPM

Last Tested = 7/9/91

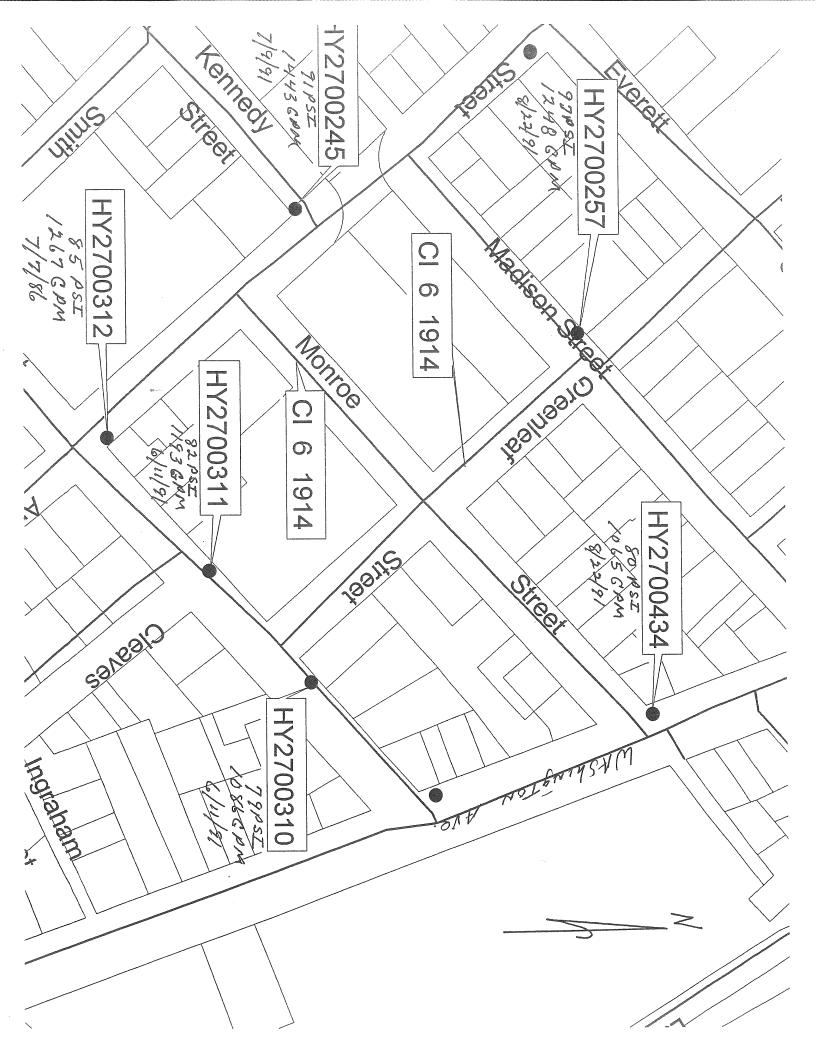
If the district can be of further assistance in this matter, please let us know.

Sincerely,

Portland Water District

Jim Pandiscio

Means Coordinator





170 U.S. Route One
Falmouth, Maine 04105
Tel: 207.781.5242
Fax: 207.781.4245

February 7, 2002 File: 01403

Frank Brancely
DEPARTMENT OF PUBLIC WORKS
City of Portland
55 Portland Street
Portland, ME 04101

RE: PROP PROJECT; MONROE & GREENLEAF

Dear Frank:

The Peoples Regional Opportunity Program (PROP) is in the site plan approval process for a 9-unit project at the corner of Greenleaf and Monroe Streets. Three units are existing in one structure and two new structures with three units each are planned.

The six new units will have a wastewater flow of 1,584 gallons per day. This is based on 264 gallons per day per unit.

Please provide a letter stating the acceptability of these flows in the Portland wastewater collection and treatment system.

Sincerely,

PINKHAM & GREER

Thomas S. Greer, P.E.

tsg/bt

C: Scott Teas



Cat. No.	FINISH	LAMP AND LIGHT	Description
P5239-31WB	Black	One 12V 50w halogen bi-pin lamp (included)	Size: 5 1/4"w, 6" ht., 3-1/2" depth Adjustable hinge door for easy relamping. Includes stake.
P5220-31	Black	One 50w HPS E-17. High pressure sodium	Produces a golden light appropriate for warm colors such as red brick. HPS reduces energy costs. One 50w HPS lamp equals the light output of a 150w incandescent lamp. Same as P5222-31 except high pressure sodium lamp (not shown).
P5221-31 Shown w/P86 visor	Black 10-31	One Q300w T-3, RSC. Quartz halogen	Offers an intense white illumination for strong accent lighting and more faithful color fidelity of floral displays.
P5222-31	Black One Gayow T-3, RSC. Black One Qayow T-3, RSC. Gayout T-3, RSC. Gayout T-3, RSC. Offers an intense white illumination for strong accent lighting and more faithful color fidelity of floral displays. Black One 50w MV E-17. Produces a golden light appropriate for warm colors such as red brick. HPS reduces energy costs one 50w HPS lamp equals the light output of a 15 incandescent lamp. Same as P5222-31 except high pressure sodium lamp (not shown). Produces a golden light appropriate for warm colors such as red brick. HPS reduces energy costs one 50w HPS lamp equals the light output of a 15 incandescent lamp. Same as P5222-31 except high pressure sodium lamp (not shown).	appropriate for greenery. Also reduces energy costs. One 50w MV lamp equals the light output of a 100w	

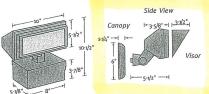
Flood Lights

For lighting large open areas – for general illumination, safety and security. These 120-volt and 12-volt lights are die cast aluminum, black powder-coat painted to resist chipping and fading. All swivel up or down. Swivel stem has 1/2" IP thread for permanent installation.

Accessories

P8610-31 Black metal visor Provides glare and beam control. Fits P5220, P5221 and P5222 flood lights.

P8615-31 Black canopy For mounting P5220 and P5221.



P5230-31

SPOT LIGHTS P5235-31 P5236-31 P5234-31

P5234-31 Black 120-volt. Size: 4-1/2"dia., 6-5/8" long.

Lamp: One 50w PAR 20.

P5235-31 Black 120-volt.

Size: 5-1/4" dia., 8-1/4" long. Lamp: One 150w PAR 38.

P5236-31 Black 12-volt.

Size: 4-1/2" dia., 6-5/8"long. Shown with P8612-31 light shield (order separately). Lamp: One 5ow D.C. bayonet halogen reflector.

1

P5237-31 Black 12-volt. Size: 5-1/4 dia., 5-1/4" length. Lamp: One 50w PAR-36.

P5230-31 Black Miniature low voltage spot light. Black powder coat finish over die cast aluminum. Size: 3" dia., 5" length. Lamp: One MR 16 halogen lamp, 50w max.

Spots provide controlled lighting to accent objects and delineate plantings. 12-volt and 120-volt installations. Includes integral clear glass lens.

Black powder-coat painted aluminum resists chipping and fading. All swivel up or down. Stem has 1/2" IP thread for permanent installation or, in low voltage installations, with movable P8616-31 accessory ground stake. (See page 324.) Both can be used on landscape posts P8561 and P8562.

NOTES

All fixtures
using compact
fluorescent
lamps are
energy efficient.

SC Bayonet see page 324 For accessories

Low Voltage

TFH Architects, P.A.

Local Permits Excavation Utilities Grading Driveways & Walks Plantings Foundation "A" Modular Components Work Set Units (crane)					Contract of the last of the la
Local Permits Excavation Utilities Grading Driveways & Walks Plantings Foundation "A" Modular Components					
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Work Set Units (crane)					
Siding					
Drywali					
Painting (Ext.)					
Painting (Int.)					
"B" Carpentry (ext.)					
Work Carpentry (int.)					
Flooring		-		-	
Special Roofing			-		
Masonry					
Finish Basement					•
Plumbing, Boiler & Tanks				-	
Electric Hook up					
Other Appliances		in a		200	
Sprinkler System			İ	-	•
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Cost per Unit		_	1	-	
Cost per Sq. Ft.	_	9,000	-	1	
				250	
Land Cost			Ė		
Design Fees			-		

PLANNING BOARD REPORT #26-02

PROP MULTI-FAMILY DEVELOPMENT
6-14 MONROE ST. AND 9 GREENLEAF ST.
REVISIONS TO SUBDIVISION PLAN

Submitted to:

Portland Planning Board Portland, Maine

April 23, 2002

I. INTRODUCTION

A public hearing has been requested by the People's Regional Opportunity Program (PROP) for several amendments to the Monroe Street/Greenleaf Street subdivision plan. This subdivision plan was approved by the Board on March 26, 2002 but the applicant would like to make certain revisions to the plan.

295 notices were sent to area property owners.

II. PROPOSED REVISIONS

The applicant proposes to increase the number of lots on the site from two to three. The total number of dwelling units on the site remains the same (nine dwelling units). The proposed change does not affect the physical layout of the development. Since the number of lots has been increased, the easements for parking and access have also been modified.

The original plan had two lots. Lot #1 included a newly constructed three unit building on Greenleaf Street. Lot #2 included a newly constructed three unit building on Monroe Street as well as an existing three unit building on Monroe Street.

The revised plan would create a third lot for the existing Monroe Street building. Lot #2 would now have only one building on it. Apparently the applicant is requesting this change because the existing building needed to be separated from the newly constructed buildings for tax credit purposes.

The reconfigured subdivision lots meet all of the appropriate R-7 zoning requirements including residential density. The configuration of lot #1 remains unchanged; lot #2 was decreased in size from 7,625 sq. ft. to 5,102 sq. ft. and the new lot #3 is 2,523 sq. ft.

The easement notes on the plan for access, parking and dumpster use have been changed with the addition of a third lot. Revised documents should be submitted for Corporation Counsel review and approval.

III MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #26-02, the Planning Board finds:

A. That the proposed plan amendment is in conformance with the subdivision ordinance of the land use code.

Potential Conditions of Approval

i. That the revised easements for parking, access and dumpster use shall be submitted for review and approved by Corporation Counsel.

Attachments:

- A. Revised Subdivision Plan
- B. Original Subdivision Plan
- C. Background Information

CURTIS THAXTER STEVENS BRODER & MICOLEAU LLC

One Canal Plaza / P.O. Box 7320 Portland, Maine 04112-7320 (207) 774-9000

FAX COVER PAGE

TO:

Rick Knowland

FROM:

Cito Selinger

DATE:

January 17, 2003

RE:

BILLING No.: 71985-00301

MESSAGE:

FAX NO.: 756-8258

FAX NO.: 207-775-0612

PENNY,

COULD YOU TAKE A COOK

AT THIS? THESE ARE THE

REUIJED EAJEMENTS FOR THE

PROP PROTOCT ON MINROS/

ERENCEAP, THEY NECOCO

TO SUBMIT THESE AFTON THEY

REQUESTED A CHANGE IN THE

SUBDIVISION LOTS.

NUMBER OF PAGES (INCLUDING THIS PAGE): 7

ORIGINAL TO BE DELIVERED BY MAIL? No

PROBLEMS WITH TRANSMISSION? PLEASE CALL Melinda AT EXTENSION 225.

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.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Peninsula Community LP, a Maine limited partnership, of Portland, County of Cumberland and State of Maine, for consideration paid, grants to People's Regional Opportunity Program, a Maine non-profit corporation, of City of Portland, County of Cumberland and State of Maine, whose mailing address is 510 Cumberland Avenue, Portland, Maine 04101, with warranty covenants, the land in Portland, County of Cumberland and State of Maine, bounded described as follows:

SEE EXHIBIT A ANNEXED HERETO AND INCORPORATED HEREIN

WITNESS the hand and seal of Grant R. Lee, Executive Director of People's Regional Opportunity Program, its General Partner, this 20th day of December, 2002.

Signed, seal and delivered in the presence of

Peninsula Community LP

People's Regional Opportunity By: Program, its General Partner

STATE OF MAINE Cumberland, ss.

Grant R. Lee, Executive Director

December 20, 2002

Then personally appeared the above-named Grant R. Lee in his capacity as Executive Director of said People's Regional Opportunity Program, General Partner of Peninsula Community LP, and acknowledged the fore-going instrument to be his free act and deed and the free act and deed of the corporation in its capacity as general partner and the free act and deed of the limited partnership.

Before me,

otare Public / Attorney at Law

Printed Name: M.A. SEL WGELS

Exhibit A (Monroe Street, PCLP to PROP)

A certain lot or parcel of land situated southerly of the southerly sideline of Monroe Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point southerly of the southerly side of Monroe Street marked by an iron pin with plastic cap inscribed PLS #1172, which said point is on a course S25°02'30"E a distance of forty and two-tenths (40.20) feet from a point on the southerly side line of Monroe Street forming the northwesterly corner of Lot 3 as shown on a plan entitled "9 Greenleaf Street, 6 & 14 Monroe Street, Portland, Maine, Subdivision Plan," by Pinkham & Greer Consulting Engineers, Inc., dated February 19, 2002, last revised May 21, 2002, and recorded in the Cumberland County Registry of Deeds in Plan Book 2002, Page 500, and which said point of beginning marks the southwesterly comer of said Lot 3; thence running N25°02'30W a distance of one and eighty-eight hundredths (1.88) feet to a point, being the northwesterly-most corner of the fourteen and sixty-nine hundredths (14.69) square foot triangular parcel herein conveyed and the southeasterly corner of land conveyed by Grantee herein to Grantor herein by deed of even date to be recorded contemporaneously herewith; thence turning and running N71°30'17"E a distance of sixteen and sixty-four hundredths (16.64) feet to a point on the southerly sideline of said Lot 3 marked by an iron pin with plastic cap inscribed PLS #1172; thence, turning and running S64°39'06"W a distance of fifteen and sixty-four hundredths (15.64) feet to the point of beginning. Bearings are magnetic North, 1998.

Meaning and intending to convey and conveying a fourteen and sixty-nine hundredths (14.69) square foot triangular parcel and being a portion of the premises conveyed by Grantee to Grantor by deed dated April 11, 2002, and recorded in said Registry of Deeds in Book 17526, Page 252; being subject to such state of facts and Notes as set forth on the above-referenced Plan.

The parcel hereby conveyed combines with remaining land of Grantee to form all of Lot 3 as shown on said Plan. Said Lot 3 is benefited by an easement and right of way, hereby granted by Grantor to Grantee, its successors and assigns, in common with others entitled thereto over and across the walking path in the southeasterly area of Lot 2 as shown more particularly on the Plan entitled: "9 Greenleaf Street, 6 & 14 Monroe Street, Site Plan," drawing C-2, by Pinkham & Greer Consulting Engineers, Inc., dated February 19, 2002, last revised 07/29/2002, and recorded in said Registry of Deeds in Plan Book 202, Page 571, (hereinafter "Site Plan"), by foot traffic only, for the purpose of providing access to the tenants of said Lot 3 to the parking spots numbered 2 and 3 on said Lot 2 as shown on said Site Plan; and said Lot 3 is further benefited by a driveway and parking easement and right of way, hereby granted by Grantor to Grantee, its successors and assigns, in common with others entitled thereto, for the purpose of providing access to, egress from and exclusive parking for two (2) motor vehicles at the parking spots numbered 2 and 3 on said Lot 2 as shown on said Site Plan, for the tenants of said Lot 3, by foot and

vehicular traffic, to and from Monroe Street, onto and across the said Lot 2, over the driveway adjacent to the westerly boundary thereof as shown on said Site Plan.

Said Lot 3 is also burdened by an easement and right of way for the benefit of Lots 1 and 2 as shown on said Site Plan for the purpose of providing, by foot traffic only, access to and use of the dumpster located at the southerly sideline near the southwesterly comer of said Lot 3 as shown on said Site Plan by the tenants of said Lots 1 and 2.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that

People's Regional Opportunity Program, a Maine non-profit corporation, of Portland, County of Cumberland and State of Maine, for consideration paid, grants to Peninsula Community LP, a Maine limited partnership, of City of Portland, County of Cumberland and State of Maine, whose mailing address is 510 Cumberland Avenue, Portland, Maine 04101, with warranty covenants, the land in Portland, County of Cumberland and State of Maine, bounded and described as follows:

SEE EXHIBIT A ANNEXED HERETO AND INCORPORATED HEREIN

WITNESS the hand and seal of Grant R. Lee, Executive Director of said corporation, duly authorized, this 2014 day of December, 2002.

Signed, seal and delivered in the presence of

People's Regional Opportunity Program

rant R. Lee, its Executive Director

December 70, 2002

STATE OF MAINE Cumberland, ss.

Then personally appeared the above-named Grant R. Lee in his capacity as Executive Director of said corporation and acknowledged the fore-going instrument to be his free act and deed and the free act and deed of the corporation.

Before me.

Printed Name: M.A. SELINGER I

Exhibit A (Monroe Street, PROP to PCLP)

A certain lot or parcel of land situated on the southerly sideline of Monroe Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the said southerly sideline of Monroe Street marked by an iron pin with plastic cap inscribed PLS #1172, which said point is on a course N64°55'30"E a distance of one hundred thirty and eight-tenths (130.8) feet from a granite monument situated at the intersection of the easterly side line of Washington Avenue and the said southerly side line of Monroe street, and being the northwesterly corner of Lot #3 as shown on a plan entitled: "9 Greenleaf Street, 6 & 14 Monroe Street, Portland, Maine, Subdivision Plan," drawing C-1, by Pinkham & Greer Consulting Engineers, Inc., dated February 19, 2002, last revised May 21, 2002, recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 500; thence turning and running S25°02'30E a distance of thirty-eight and thirty-two hundredths (38.32) feet to a point, being the northwesterly-most corner of a fourteen and sixty-nine hundredths (14.69) square foot triangular parcel conveyed by Grantee herein to Grantor herein by deed of even date to be recorded contemporaneously herewith; thence turning and running S71°30'17"W a distance of eighteen and seventy-eight hundredths (18.78) feet to a point; thence, turning and running N21°39'21"W a distance of thirty-six and twenty-four hundredths (36.24) feet to a point on the said southerly sideline of Monroe Street; thence, turning and running along the said southerly sideline of Monroe Street on a course N64°55'30E a distance of sixteen and fifty-one hundredths (16.51) feet to the point of beginning. Bearings are Magnetic, 1998.

Being a portion of the premises conveyed to Grantor herein by deed from Rudolph and Pauline DiPietro dated 07/31/02 and recorded in the said Registry of Deeds in Book 17912, Page 35; being subject to such state of facts and Notes as set forth on the above-referenced Plan.

The within described parcel combines with remaining land of Grantee to form all of Lot 2 as shown on said Plan. Said Lot 2 is benefited by an easement and right of way, hereby granted by Grantor to Grantee, its successors and assigns, for access onto and egress from Lot 1 as shown more particularly on the Plan entitled: "9 Greenleaf Street, 6 & 14 Monroe Street, Site Plan," drawing C-2, by Pinkham & Greer Consulting Engineers, Inc., dated February 19, 2002, last revised 07/29/2002, and recorded in said Registry of Deeds in Plan Book 202, Page 571, (hereinafter "Site Plan"), by foot and vehicular traffic, for the purpose of providing exclusive parking for the tenants of said Lot 2 for one (1) motor vehicle in the parking spot numbered 4 as shown on Lots 1 and 2 of said Site Plan.

Said Lot 2 is further benefited by easement and right of way, hereby granted by Grantor to Grantee, its successors and assigns, in common with others entitled thereto, to pass and re-pass from the walking path on the within described premises, by foot traffic only, onto and across that portion of the walking path on Lot 3 as shown on said Site Plan situated in

front of the dumpster as shown thereon for the purpose of providing access to and use of the said dumpster by and for the tenants of said Lot 2 and the tenants of Lot 1 as shown on said Site Plan.

And said Lot 2 is burdened by a driveway easement and right of way, in common with others entitled thereto, for the benefit of Lot 1 as shown on said Site Plan, for the purpose of providing access to, egress from and exclusive parking for three (3) motor vehicles at the parking spots numbered 5, 6 and 7 on Lots 1 and 2 as shown on said Site Plan, for use by the tenants of said Lot 1, and a driveway easement and right of way for the benefit of the tenants of said Lot 1, to and from Monroe Street, by foot and vehicular traffic, onto and across the said Lot 2, over the driveway adjacent to the westerly boundary thereof as shown on said Site Plan; and said Lot 2 is furthered burdened by a driveway and parking easement and right of way, in common with others entitled thereto, for the benefit of Lot 3 as shown on said Site Plan, for the purpose of providing access to, egress from and exclusive parking for two (2) motor vehicles at the parking spots numbered 2 and 3 on said Lot 2 as shown on said Site Plan, for the tenants of said Lot 3, by foot and vehicular traffic, to and from Monroe Street, onto and across the within described premises, over the driveway adjacent to the westerly boundary thereof as shown on said Site Plan and by foot traffic only over the walkway as shown on the southeasterly boundary of said Lot 2 as shown on said Site Plan. And said Lot 2 is furthered burdened by an easement and right of way benefiting Lot 1 as shown on said Site Plan, by foot traffic only, over and across the southerly parking area and driveway as shown on said Lot 2 and over and across the walking path along the southeasterly area of said Lot 2 as shown on said Site Plan for the purpose of providing access to the tenants of said Lot 1 to the dumpster situated on Lot 3 as shown on said Site Plan.

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

April 16, 2002

Rick Knowland Portland Planning Department City Hall 389 Congress St. Portland, ME 04101

Rick,

In response to your request, I write this letter to state the reason for the change in our submission for subdivision approval for Monroe and Green Street site. The existing building on Monroe St. is, in fact, part of our R7 request, but not however, part of our tax credit application. This building is also under independent ownership. If you have any other questions on this matter please direct them to Scott Teas. He will be more than happy to help.

Sincerely,

Christopher Briley

6. MAXIMUM BUILDING HEIGHT:

PARKING: I PARKING SPACE PER DUELLING UNIT

COHSULTING BYGINEERS, INC. SUBDIVISION PLAN

FEB. 19, 2002

DRN BY: JDC

DESG BY: TSG

CHK BY: TSG

C 1

SCALE:

DATE:

PROJECT: 01403

(6. THIS PROJECT IS THE SUBDIVISION OF 10,983 s.f. OF LAND INTO 2 LOTS, LOT I WILL HAVE I-3 DUELLING UNIT BUILDING, LOT 2 WILL HAVE 2-3 DUELLING UNIT BUILDINGS.

IT. OWNER IS TO REMOVE SHOW AS NEEDED.

