

**City of Portland, Maine - Building or Use Permit Application** 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: North & Walnut Streets		Owner: Island View Apartments		Phone: 207-780-9800	Permit No: <i>040091</i>
Owner Address:		Lessee/Buyer's Name:		Phone:	BusinessName:
Contractor Name: Wright -Ryan Construction, Inc.		Address: 10 Danforth Street, Portland, ME 04101		Phone: 207-773-3625	
Past Use:  Vacant		Proposed Use:  70 Unit Housing Residential		COST OF WORK: \$ 239,000.00	PERMIT FEE: \$ 1464.00
Proposed Project Description:  1 Building, 54 units, 2 Buildings, 8 unit each <i>Called Bill Rowles Feb/6/2001 - This permit is for Foundations only \$/</i>		Signature: <i>[Signature]</i>		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: <i>multi, 5A</i> Use Group <i>A-2</i> <i>5A</i>
Permit Taken By: Gayle		Date Applied For: February 6, 2001 gg		Signature: <i>[Signature]</i> Date:	

Zone: CBL: 015-A-001  
 Zoning Approval: *OK with conditions*  
 Special Zone or Reviews:  
 Shoreland *NA*  
 Wetland  
 Flood Zone *Panel B - Zone C*  
 Subdivision  
 Site Plan *major*  minor  mm   
*#19990176*

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

\*\*\*Call Bill Rowles @ 207-773-3625  
**PERMIT ISSUED WITH REQUIREMENTS**

**CERTIFICATION**

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

February 6, 2001

SIGNATURE OF APPLICANT ADDRESS: DATE: PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

**Zoning Appeal**

Variance  
 Miscellaneous  
 Conditional Use  
 Interpretation  
 Approved  
 Denied

**Historic Preservation**

Not in District or Landmark  
 Does Not Require Review  
 Requires Review

Action:  
 Approved  
 Approved with Conditions  
 Denied

Date: *[Signature]*

**PERMIT ISSUED WITH REQUIREMENTS**  
**CEO DISTRICT**

NOTES: N.R. — Not required  
N.A. — Not applicable

## ADMINISTRATION (Chapter 1)

  X  

Complete construction documents  
(107.5, 107.6, 107.7)

  X  

Signed/sealed construction documents  
(107.7, 114.1)

## BUILDING PLANNING (Chapters 3, 4, 5, 6)

### USE OR OCCUPANCY CLASSIFICATION (302.0-313.0)

  X  

Single Use Group

\_\_\_\_\_

Specific occupancy areas (302.1.1)

\_\_\_\_\_

Mixed Use Groups

\_\_\_\_\_

Accessory areas (302.1.2)

### GENERAL BUILDING LIMITATIONS (Chapters 5 & 6)

Apply Case 1 to determine the allowable height and area and permitted types of construction for a building containing a single use group or nonseparated mixed use groups. Apply Case 2 to determine the allowable height and area and permitted types of construction for a building containing separated mixed use groups.

#### AREA MODIFICATIONS TO TABLE 503

% of Allowable tabular area (Table 503)	100%	
% Reduction for height (Table 506.4)	- _____ %	
% Increase for open perimeter (506.2)	+ _____ %	
% Increase for automatic sprinklers (506.3)	+ _____ %	
Total percentage factor	= _____ %	
Conversion factor	_____	(Total percentage factor/100%)

Open perimeter (506.2)	_____	North	_____	East	_____	South	_____	West
Open perim.	_____ ft.	Perimeter		_____ ft.				
% Open perimeter =		(Open perim./perim.) × 100%						
% Tab. area increase = (506.2)		2x(% Open perim. -25%)						

#### CASE 1 — SINGLE USE OR NONSEPARATED MIXED USE GROUPS (313.1.1, 503.0)

Using Table 503, identify the allowable height and area of the single use group or the most restrictive of the nonseparated mixed use groups. Construction types that provide an allowable tabular area equal to or greater than the adjusted floor area and allowable heights (as modified by Section 504.0) equal to or greater than the actual building height are permitted.

Actual floor area _____ ft. <sup>2</sup>	Actual building height _____ feet _____ stories
Adjusted floor area* _____ ft. <sup>2</sup>	Allowable building height _____ feet _____ stories

\*Adjusted floor area = actual floor area/conversion factor

Permitted types of construction \_\_\_\_\_ Type of construction assumed for review (602.3) \_\_\_\_\_

**STRUCTURAL DESIGN CALCULATIONS (continued)**

_____	Unbalanced snow loads considered (1608.6)	_____	Internal pressure effects considered (1609.7, 1609.8)
_____	Drift snow loads considered (1608.7)	_____	Components and cladding effects considered (1609.8)
_____	Sliding snow loads considered (1608.8)	_____	Load combinations considered (1613.1)

**MATERIAL PERFORMANCE (Chapter 17)**

_____	Material performance technical data or BOCA Evaluation Services or National Evaluation Services report supplied (1703.0) Report No. _____	_____	Masonry construction (1705.5)
_____	Owner's special inspection program specified (1705.0)	_____	Wood construction (1705.6)
_____	Prefabricated items (1705.2)	_____	Prepared fill and foundations (1705.7, 1705.8, 1705.9)
_____	Steel construction (1705.3)	_____	Fireresistive materials (1705.12)
_____	Concrete construction (1705.4)	_____	EIFS, wall panels and veneers (1705.10, 1705.13)

**FOUNDATIONS AND RETAINING WALLS (Chapter 18)**

<u>See report</u>	<u>See sheet S1 of drawings</u> Soil type (1611.0, 1802.1, 1804.1) <u>OK SA</u>	_____	Foundations (1814.0 - 1824.0)
<u>OK</u>	Bearing value (1611.0, 1802.1, 1804.1) <u>OK SA</u>	_____	Foundation walls (1611.0, 1812.0)
<u>OK</u>	Soil report (1802.1, 1804.1) <u>OK SA</u>	_____	Waterproofing/dampproofing (1813.0)
<u>OK</u>	Prepared fill (1804.1.1) <u>OK SA</u>	_____	Retaining walls (1611.0, 1825.0)
<u>OK SA</u>	Footings (1806.0 - 1811.0) <u>work done by MA. Paul B. Becker PE #6534.</u>	_____	

**STRUCTURAL MATERIALS (Chapters 19, 21, 22, 23)**

**CONCRETE (Chapter 19)**

_____	Plain, reinforced and prestressed concrete design/construction standard specified (1901.1, 1903.1.1)	_____	Minimum concrete strength (Table 1907.1.2[1])
_____	Minimum slab requirements (1905.1)	_____	Cold-weather and hot-weather curing specified (1908.9, 1908.10)

**MASONRY (Chapter 21)**

_____	Engineered masonry design/construction standard specified (2101.1.1)	_____	Cold-weather and hot-weather construction specified (2111.3, 2111.4)
_____	Empirical masonry design (2101.1.2)	_____	Fireplaces and chimneys (2103.2, 2113.0 - 2117.0)
_____	Construction materials (2104.0)	_____	Glass block (2118.0)
_____	Mortar type (2104.7)	_____	

**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED**

**Minor/Minor Site Review for New Detached Single Family Dwelling,  
All Purpose Building Permit Application**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

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

Location/Address of Construction: *NORTH & WALNUT STREETS, PORTLAND*

Total Square Footage of Proposed Structures <i>TOTAL = 104,932 Footprint = 30,494</i>	Square Footage of Lot <i>± 104,971</i>
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Tax Assessor's Chart, Block & Lot Number Chart# <i>015</i> Block# <i>A</i> Lot# <i>001</i>	Owner: <i>Island View Apartments Limited Partnership</i>	Telephone#: <i>207 780-9800</i>
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Lessee/Buyer's Name (If Applicable) <i>N/A</i>	Owner's/Purchaser/Lessee Address: <i>N/A</i>	Cost Of Work: Fee: <i>\$239,000. \$ 1404.-</i>
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Current use: *VACANT* Proposed use: *70 UNIT HOUSING (RESIDENTIAL)*

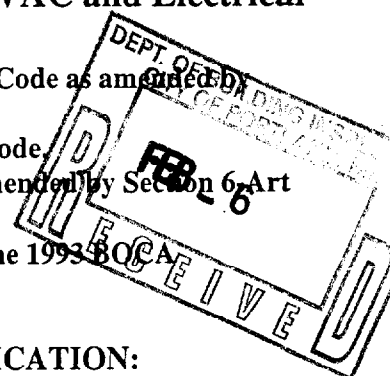
Project description: *1 Building, 54 UNITS, 2 Buildings, 8 UNITS EACH NEW HOUSING Foundation only per Bill Rowles*

Contractor's Name, Address & Telephone: *WRIGHT-RYAN CONSTRUCTION, INC. 10 DANFORTH ST. PORTLAND, ME 04101*  
 Call *207-773-3625*  
*Bill Rowles*

Rec'd By: *[Signature]*

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1999 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1999 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 B.O.C.A. Mechanical Code.



**YOU MUST INCLUDE THE FOLLOWING WITH YOUR APPLICATION:**

- A Copy of Your Deed or Purchase and Sale Agreement if purchased in the last 365 days
- A Plot Plan (Sample Attached) ON PAPER NO LARGER THAN 11" x 17" if you are doing anything other than interior rehab work.

*will hand carry in CD  
CURTIS WALTER STUART ARCHITECT  
774-4441*

**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED**

**A PLOT PLAN INCLUDES THE FOLLOWING:**

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and North arrow; Zoning District & Setbacks
- First Floor sill elevation ( based on mean sea level datum);
- Location and dimensions of parking areas and driveways;
- Location and size of both existing utilities in the street and the proposed utilities serving the building;
- Location of areas on the site that will be used to dispose of surface water.
- Existing and proposed grade contours

***A "minor/minor" site plan review is required for New Single Family Homes Only. The Site plan must be prepared and sealed by a registered land surveyor. FOUR COMPLETE PACKETS OF ALL SUBMISSIONS ARE REQUIRED FOR NEW SINGLE FAMILY HOMES SHOWING CONSTRUCTION AND SITE DETAILS ON 32" x 48". ALONG WITH ONE SET ON PAPER NO LARGER THAN 11" X 17".***

**ON ALL OTHER BUILDING PERMIT SUBMISSIONS ONE SET OF SUBMISSIONS IS REQUIRED ON 11' X 17" AND ONE SETS ON 32" X 48" with the below stated details. (Sample Attached) Please note that single family additions and alterations may be hand drawn on regular paper, however the below details will still apply.**

***A complete set of construction drawings showing all of the following elements of construction:***

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and damp proofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

**Certification**

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

Signature of applicant:

*Mark G. Woods*  
*AS AGENT FOR OWNER*

Date:

*2.5.01*

Minor/Minor Site Review Fee: \$300.00/Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

**ONE SET OF SUBMISSIONS INCLUDING CONSTRUCTION AND SITE PLAN DRAWINGS MUST BE SUBMITTED ON PAPER NO LARGER THAN 11" x 17" BEFORE ANY BUILDING PERMIT WILL BE ISSUED**

BUILDING PERMIT REPORT

DATE: 6 Feb 2001 ADDRESS: 129 North Walnut St. CBL: 015-APP1  
 REASON FOR PERMIT: Foundations only  
 BUILDING OWNER: Island View Apartments  
 PERMIT APPLICANT: \_\_\_\_\_ CONTRACTOR: Wright-Ryan Const. Inc.  
 USE GROUP: R-2/93 CONSTRUCTION TYPE: 5A CONSTRUCTION COST: \$29,000 PERMIT FEES: \$1,464

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)  
 The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: \*1, \*2, \*3, \*4, \*5, \*6, \*7, \*31, \*37

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **"ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."**
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete and masonry. Concrete Sections 1908.9-19.8.10/ Masonry Sections 2111.3-2111.4.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B, H-4, I-1, I-2, M, R, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrails that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

- 19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
  - In the immediate vicinity of bedrooms
  - In all bedrooms
  - In each story within a dwelling unit, including basements
- 20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
- 21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
- 22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
- 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
- 24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
- 25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
- 26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
- 27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 28. All requirements must be met before a final Certificate of Occupancy is issued.
- 29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
- 30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 31. Please read and implement the attached Land Use Zoning report requirements. *All conditions and requirements on the attached site plan development sheets shall be met.*
- 32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
- 33. Bridging shall comply with Section 2305.16.
- 34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
- 35. All flashing shall comply with Section 1406.3.10.
- 36. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
- 37. ~~A separate permit shall be required for all other work beyond this foundation permit.~~

P. Samuel Hoffses, Building Inspector  
 Cc: Lt. McDougall, PFD  
 Marge Schmuckal, Zoning Administrator  
 Michael Nugent, Inspection Service Manager

FSH 10/1/00

**\*\*This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.**

**\*\*\*THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. ( You Shall Call for Inspections )**

**\*\*\*\*ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**

**\*\*\*\*\*CERTIFICATE OF OCCUPANCY FEE \$50.00**

*waiting DEC & plan signoffs*

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

19990176

I. D. Number

**Silver Street Development Corp**

Applicant

**100 Silver Street, Portland, ME 04101**

Applicant's Mailing Address

**John D. Mitchell**

Consultant/Agent

**774-4427**

Applicant or Agent Daytime Telephone, Fax

**12/30/99**

Application Date

**Apartment Development 72 units**

Project Name/Description

**129 North St, Portland Maine 04101**

Address of Proposed Site

**015-A-001 & 015-A-003**

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):

New Building  Building Addition  Change Of Use  Residential  
 Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) **72 Unit building**

**95,923 sf**

**4.7 ac**

**R-6**

Proposed Building square Feet or # of Units

Acreeage of Site

Zoning

**Check Review Required:**

- Site Plan (major/minor)
- Flood Hazard
- Zoning Conditional Use (ZBA/PB)
- Subdivision # of lots \_\_\_\_\_
- Shoreland
- Zoning Variance
- PAD Review
- Historic Preservation
- 14-403 Streets Review
- DEP Local Certification
- Other \_\_\_\_\_

Fees Paid: Site Plan **\$500.00** Subdivision **\$1,800.00** Engineer Review \_\_\_\_\_ Date: **12/30/99**

**Fire Approval Status:**

- Approved
- Approved w/Conditions see attached *hndt*
- Denied
- Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_
- Condition Compliance
- signature \_\_\_\_\_ *1/10/00* date \_\_\_\_\_
- Additional Sheets Attached

**Performance Guarantee**

Required\*

Not Required

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

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




**BOCA®**  
**NATIONAL BUILDING CODE/1999**  
**PLAN REVIEW RECORD**

Valuation: \$239,000.00 Plan Review # 0103/2001  
 Fee: \$1464.00 Date: 6/Feb/2001  
 JURISDICTION Portland - Cumberland ME  
 (City, County, Township, etc.)  
 BUILDING LOCATION North of Walnut Street CBL #15-A-001  
 (Street address)  
 BUILDING DESCRIPTION Foundation only For 2 Bldg. R-use Group  
5A Const. Bldg #1. 54 units Bldgs #2 8 units each.  
 REVIEWED BY S. Hoffses

Numerals indicated in parenthesis are applicable code sections of the 1999 BOCA National Building Code. The organization of this Plan Review Record follows the common Building Code format first implemented in the 1993 BOCA National Building Code. The plan review accomplished as indicated in this record is limited to those code sections specifically identified herein. This record references commonly applicable code sections. It does not reference all code provisions which may be applicable to specific buildings. This record is designed to be used only by those who are knowledgeable and capable of exercising competent judgement in evaluating construction documents for code compliance.

**CORRECTION LIST**

No.	DESCRIPTION	Code Section
1.	All site plan & building code requirements shall be completed before a certificate of occupancy can or will be issued.	111.0 118.0
2.	Before placing concrete for foundations have all lot lines clearly marked	118.0 111.0
3.	Special Inspections shall be done as per sec. 1705 of the bldg. code -	1705.
4.	Foundations shall comply with sections (general) Foundation investigations 1802.0, soil borings and sampling proc. sec. 1803, Load bearing soil sec. 1804 1807 Footing design, 1812. Foundation wall, waterproofing & dampproofing - 1813 -	1801. 1802.0 1803.0 1804. 1807. 1812. 1813.
5.	Concrete protection sections 1908.9 - 1908.10	1813 1908.9 1908.10
6.		



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**BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC.**  
 4051 W. FLOSSMOOR ROAD COUNTRY CLUB HILLS, ILLINOIS 60478-5795

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

19990176  
I. D. Number

Silver Street Development Corp  
Applicant  
100 Silver Street, Portland, ME 04101  
Applicant's Mailing Address  
John D. Mitchell  
Consultant/Agent  
774-4427  
Applicant or Agent Daytime Telephone, Fax

12/30/1999  
Application Date  
North St -#129 - 70 units  
Project Name/Description

129 - 129 North St, Portland Maine 04101  
Address of Proposed Site  
015 A001 & 015 A 003  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  
 New Building  Building Addition  Change Of Use  Residential  
 Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) 70 Unit building

95,923 sf Proposed Building square Feet or # of Units  
4.7 ac Acreage of Site  
R-6 Zoning

Check Review Required:

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

Fees Paid: Site Plan \$500.00 Subdivision \$1,800.00 Engineer Review \_\_\_\_\_ Date: 12/30/1999

Inspections Approval Status:

Approved  Approved w/Conditions see attached  Denied

Approval Date 02/06/2001 Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance *Marge Schmuckal* signature date 2/6/01

Performance Guarantee  Required\*  Not Required

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

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

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

19990176  
I. D. Number

Silver Street Development Corp

Applicant

100 Silver Street, Portland, ME 04101

Applicant's Mailing Address

John D. Mitchell

Consultant/Agent

774-4427

Applicant or Agent Daytime Telephone, Fax

12/30/1999

Application Date

North St -#129 - 70 units

Project Name/Description

129 - 129 North St, Portland Maine 04101

Address of Proposed Site

015 A001 & 015 A 003

Assessor's Reference: Chart-Block-Lot

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**DRC Conditions of Approval**

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**Planning Conditions of Approval**

---

**Inspections Conditions of Approval**

1. This first permit is for the foundation only per the developer's request.
2. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
3. Your conditional use appeal for off-site parking was approved by the Zoning Board of Appeal on September 7, 2000 with the condition that the lens cap under the parking area be required as suggested by the appellant.
4. Prior to your first, or temporary certificate of occupancy, the applicant shall put \$20,000 in escrow for a period of three years to be used for traffic signalization improvements at the Washington Avenue and Walnut Street intersection should, in the sole discretion of the City traffic engineer (presently Larry Ash), future traffic demands indicate a demonstrable need.

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**Fire Conditions of Approval**

Applicant must show hydrant within 800' path of travel.

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Applicant: Island View Apt  
Address: 129 North Walnut St  
Date: 2/6/01  
C-B-L: 015-A-001

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

Zone Location - R-6

Interior or corner lot - North Walnut

Proposed Use/Work - 70 units in 3 bldg (2 bldgs for Townhouses along N  
Sewage Disposal - City 1 bldg = 3 story garden apt,

Lot Street Frontage - 40' req. - 100' shown

Front Yard - 10' req. or may average → They are averaging - OK see memo

Rear Yard - 20' req. - 20' + shown

Side Yard - 10' req. for 3 stories - 10' shown at closest

Projections - front stairs along North St

Width of Lot - 50' req. - 100' + shown

Height - considered to be 3 stories - there are some lofts there, but do not  
include a separate independent apartment  
45' max - not close

Lot Area - min. 4,500' - 104,971' for this lot - 59,683' for PWD lot

Lot Coverage Impervious Surface - 40% bldg with more than 20 units - 40% shown  
33% lot coverage shown

Area per Family - 1000' for 1st 3 D.U. + 3,000  
1200' for rest of D.U. + 80,400  
83,400' req. - 104,971' shown

Off-street Parking - PLANNING BD APPROVED the parking because over 50,000' <sup>14-332 (19)</sup>

Loading Bays - N/A

OPEN SPACE RATE: 30% for these lots which contain 20 or more D.U. - This area shall not  
include parking or other impervious surfaces  
as defined

Site Plan - major  
# 19990176

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 13 - Zone C

- PLANNING BD approved project on October 24, 2000
- Zoning Bd of Appeals approved the off street parking on Sept 17, 2000  
shall provide landscaping conditional use appeal

CITY OF PORTLAND, MAINE  
ZONING BOARD OF APPEALS

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Elizabeth Bordowitz, Chair  
Lee Lowry, Secretary  
Andrew Braceras  
Julie Brady  
Tracy Decker  
William Neleski, Jr.  
Sam Sivovlos

November 27, 2000

Mr John D. Mitchell, agent for Silver Street Development Corporation  
C/o Mitchell & Associates  
70 Center Street  
Portland, ME 04101

RE: 51-61 Walnut St., cor. 129-155 North Street  
CBL: 15-A-001  
ZONE: R-6 Zone


Dear John,

As you know, at its September 7, 2000 meeting, **the Board of Appeals voted 4-0 to grant your Conditional Use appeal for off-site parking in the R-6 zone with the condition that the lens cap under the parking area be required as suggested by the appellant.** Enclosed please find a copy of the Board's decision.

Please note that Section 14-474(f) states, "No conditional use permit shall be valid for a period longer than six (6) months from the date of issue, or such other time as may be fixed at the time granted not to exceed two (2) years, unless the conditional use has been commenced or is issued and construction is actually begun within that period and is thereafter diligently pursued to completion; provided, however, that one (1) or more extensions of said time may be granted if the facts constituting the basis of the decision have not materially changed, and the two-year period is not exceeded thereby."

Should you have any questions regarding this matter, please do not hesitate to contact Jodine Adams or myself.

Sincerely,



Marge Schmuckal  
Zoning Administrator

Cc: Code Enforcement Officers

**MITCHELL & ASSOCIATES**

LANDSCAPE ARCHITECTS

May 15, 2000

Ms. Marge Schmukal, Zoning Administrator  
City of Portland  
389 Congress Street  
Portland, Maine 04101

**RE: Island View Apartments**

Dear Marge:

The following documentation is in regards to your request to provide calculations concerning open space and lot coverage for the proposed 70 unit apartment complex proposed to be located at the corner of North Street and Walnut Street.

We would like to point out at this time an error we recently discovered on our Existing Conditions Plan (Sheet 1) and in our general notes on Sheet 3. The parcel area for the Portland Water District site had been shown as a 2.3 acre parcel. This information had been obtained from development plans prepared by a previous applicant for this site. A recent ALTA survey, provided to us by Owen Haskell, Inc., indicates that the parcel is actually 1.3696 acres. The error does not impact the density or scope of the project, since the calculation for the number of apartment units was based upon the building site of 2.4098 acres or 104,971 square feet.

We have prepared the following calculations for open space and lot coverage for each of the two parcels. We have discounted any green space areas which are 200 square feet or less in size in preparing these calculations. They are as follows:

**Building Site**

- Lot area = 104,971 SF
- Green space/open space 42,494 SF or 40% of site.
- Lot coverage (buildings) 34,166 SF or 33% of site.

**Portland Water District Site**

- Lot area = 59,663 SF
- Green space/open space 24,480 SF or 41% of site.
- Lot coverage (gazebo) 331 SF or .5% of site.

THE STAPLES SCHOOL  
70 CENTER STREET  
PORTLAND, MAINE 04101

Telephone (207) 774-4427  
Fax (207) 874-2460  
E-Mail mitchell@nlis.net

Ms. Marge Schmukal  
Page 2

We trust this information addresses your concerns. Should you have any additional questions or comments, please do not hesitate to contact our office.

Sincerely,  
Mitchell & Associates

A handwritten signature in black ink that reads "John D. Mitchell". The signature is written in a cursive style with a large, circular initial "J" and a long, sweeping underline.

John D. Mitchell

cc: Roger Gendron  
Natalie Burns  
Bill Needleman

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Zoning Division  
Marge Schmuckal  
Zoning Administrator



Department of Urban Development  
Joseph E. Gray, Jr.  
Director

**CITY OF PORTLAND**

TO: PLANNING BOARD CHAIR AND MEMBERS  
FROM: MARGE SCHMUCKAL, ZONING ADMINISTRATOR  
RE: NORTH AND WALNUT STREET APTS., 15-A-1 - R-6 ZONE  
DATE: FEBRUARY 9, 2000

I have reviewed the front setback on this project for compliance. The R-6 zone requires a ten (10) foot setback from the front property line. I understand North street to be designated as the front for purposes of zoning. Section 14-425 allows projections into the front yard under certain circumstances. It states that a porch (and stairs) may project into the front setback if the area in the setback is no more than 50 sq. ft. and the projection does not exceed 5 feet. I have scaled out that the stair projection is exactly 5 feet. The area of square footage that lies within the setback is 35 sq.ft., which is less than the 50 sq. ft allowed.

It is my determination that the projection shown is currently meeting the zoning ordinance.

cc: Bill Needleman, Planner  
Alex Jaegerman, Chief Planner  
Penny Littell, Corporation Counsel



Zoning Division  
Marge Schmuckal  
Zoning Administrator



Department of Urban Development  
Joseph E. Gray, Jr.  
Director

**CITY OF PORTLAND**

TO: PLANNING BOARD CHAIR AND MEMBERS  
FROM: MARGE SCHMUCKAL, ZONING ADMINISTRATOR  
RE: NORTH AND WALNUT STREET APTS., 15-A-1 - R-6 ZONE  
DATE: UPDATED MAY 5, 2000 (Original dated Feb. 9, 2000)

I have reviewed the front setback on this project for compliance. The R-6 zone requires a ten (10) foot setback from the front property line. I understand North street to be designated as the front for purposes of zoning. Section 14-425 allows projections into the front yard under certain circumstances. It states that a porch (and stairs) may project into the front setback if the area in the setback is no more than 50 sq. ft. and the projection does not exceed 5 feet. I have scaled out that the stair projection is exactly 5 feet. The area of square footage that lies within the setback is 35 sq.ft., which is less than the 50 sq. ft allowed.

It is my determination that the projection shown is currently meeting the zoning ordinance.

I have also checked all the other setbacks in reference to this project. I have determined that all setbacks as shown on the currently submitted plan dated March 28, 2000 is meeting the R-6 zone. Because I do not have all the dimensions of the area above the 3rd floor in the large building adjoining the school property, I am considering the worst case scenario that this is a 4 story building. Normally a four story building requires a 12 foot sideyard setback. This building show an 11' 2" setback adjoining the Water District and a 26' side yard setback adjoining the school. The ordinance also allows a side yard reduction down to not more that 10 feet if for every foot reduced on one side, that foot is added to the other side. The required sideyard setbacks are being met with the use of this provision.

cc: Bill Needleman, Planner  
Alex Jaegerman, Chief Planner  
Penny Littell, Corporation Counsel

Zoning Division  
Marge Schmuckal  
Zoning Administrator



Department of Urban Development  
Joseph E. Gray, Jr.  
Director

**CITY OF PORTLAND**

TO: PLANNING BOARD CHAIR AND MEMBERS  
FROM: MARGE SCHMUCKAL, ZONING ADMINISTRATOR  
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cc: Bill Needleman, Planner  
Alex Jaegerman, Chief Planner  
Penny Littell, Corporation Counsel



CURTIS WALTER STEWART  
A r c h i t e c t s

434 Cumberland Avenue  
Portland ME 04101-2325

Benedict B. Walter, Vice President

Phone: 207.774.4441  
Fax: 207.774.4016  
E-mail: BWalter@CWSArch.com

January 10, 2001

015-A-1

Sam Hoffses  
City of Portland  
Code Enforcement  
389 Congress Street  
Portland ME 04101

Re: Island View Apartments  
North and Walnut Street  
Portland, Maine

Dear Sam,

Pursuant to our submission of the site and foundation drawings and specifications for a Foundation Permit, the architectural, mechanical and electrical drawings which make up the balance of the Construction Documents are designed to fit on the foundation plans as submitted.

Please call if you have further questions.

Very truly yours,

CURTIS WALTER STEWART ARCHITECTS

Benedict B. Walter, Architect  
Vice President

cc: Bill Rowles, Wright Ryan Construction

Received  
Feb. 6/2001  
B

**PURCHASE AND SALE AGREEMENT**

AGREEMENT made this 14<sup>th</sup> day of May, 1999, by and between H. PAGE BURNHAM and PATRICIA BURNHAM of Scarborough, Maine (hereinafter called "Seller") and SILVER STREET DEVELOPMENT COMPANY, or its nominee, with a mailing address of 100 Silver Street, Portland, Maine (hereinafter called "Purchaser").

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, for the price and upon the terms and conditions hereinafter set forth, certain real property located on Munjoy Hill in Portland, Maine and being more particularly described in Exhibit A attached hereto together with all rights, easements and appurtenances pertaining thereto. Seller will make available to Purchaser all plans and surveys respecting the Property.

2. Purchase Price. The total purchase price for the Property shall be Five Hundred Fifty Thousand Dollars (\$550,000.00) to be adjusted as provided in paragraph 5, and payable as follows:

- a. Upon execution of this Agreement, Purchaser shall pay to Jensen Baird Gardner & Henry, as Escrow Agent, the sum of Twenty Five Thousand Dollars (\$25,000.00) (the "Deposit"). The Deposit shall be held in an interest bearing account at an insured depository institution and shall be paid to Seller at Closing, as defined in Paragraph 3 hereof, or otherwise shall be applied in accordance with the terms of this Agreement.
- b. At Closing, Purchaser shall pay Seller the balance of the purchase price less any additional deposits, in cash or by certified bank check or confirmed wire transfer.

3. Closing. Closing shall occur, except as may otherwise be provided herein, on or before December 31, 1999 (herein the "Closing Date"), at the offices of Jensen Baird Gardner & Henry, Ten Free Street, Portland, Maine, or at the designated offices of the Lender or a place selected by said Lender, or at such earlier time or other place as designated by written notice by Purchaser to seller at least five days prior to Closing. Notwithstanding the foregoing, Purchaser shall pay a \$1,500.00 per month extension fee to Seller commencing sixty (60) days after the effective date of this Agreement. After December 31, 1999 Purchaser shall have the right to extend the Closing Date for up to an additional ninety (90) days provided it continues to make said \$1,500.00 per month payments and is not otherwise in default hereunder, and can demonstrate to Seller's reasonable satisfaction that it is in the process of finalizing any and all land use approvals required with any appeal periods expired and has obtained financing terms acceptable to it. Said earnest money deposit shall be increased by an additional Twenty-five Thousand Dollars (\$25,000.00) in consideration of said ninety (90) day extension.

Purchaser shall have sixty (60) days from the acceptance of the within Contract to satisfy itself that title, zoning and soils conditions are satisfactory in all respects for its planned use of the property. Seller grants Purchaser permission to enter the property to conduct any tests, surveys or studies needed to satisfy itself so long as Purchaser indemnifies and holds Seller harmless from any and all claims as a result of such entry and so long as the property is restored to the condition as nearly as is practicable, as existed prior to its entry.

Should there be objections to title, Purchaser will notify Seller within said sixty (60) day period. Thereafter, Seller will have ninety (90) days to remove said objections and will use their best efforts to resolve any objections. Should they not be able to then, Purchaser (i) shall be entitled to a refund of any deposits made and its rights hereunder will cease and determine or (ii) it may elect to proceed to Closing.

4. Conveyance; Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient warranty deed conveying to Purchaser the Property in fee simple, with good and marketable title thereto, free and clear of all liens and encumbrances, except as set forth in Exhibit A hereto or except such easements as do not materially interfere with the existing use and occupancy of the Property, free of any tenants in possession.

5. Possession; Closing Adjustments. Full possession of the Property will be transferred to Purchaser at Closing. The following items will be prorated and/or adjusted between Purchaser and Seller as of the Closing Date:

- a. If Seller removes the fill and has the grading done at said site as per its City approved site plan, then the purchase price shall be increased by Forty-eight Thousand and 00/100 Dollars (\$48,000.00);
- b. real estate taxes for the then-current municipal tax year prorated over the period of the City of Portland municipal tax year; and
- c. any utility or municipal charges, which are not susceptible of a "final billing" as of the Closing Date, shall be prorated or apportioned between the parties.

Any other charges or expenses for services, utilities, or other charges against the Property shall be determined for final billing as of the Closing Date, and Seller shall be responsible for all such charges through the Closing Date, and, to the extent reasonably practical, such charges shall be paid at Closing. Seller and Purchaser shall each pay their own real estate transfer tax as assessed by Maine law.

6. Seller's Representations. Seller hereby represents and warrants to Purchaser as follows with respect to this Agreement:

- a. Seller has good and marketable title to the Property in accordance with this Agreement, and there are no liens or monetary encumbrances affecting the Property.

- b. Seller has full right and authority to sell the Property to Purchaser and is not, as of the date of this Agreement, under any legal disability which would prohibit the consummation of the agreements called for herein, and the person executing this Agreement is under no legal disability.

7. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows with respect to this Agreement:

- a. Purchaser shall proceed with due diligence and shall use its best efforts in applying for and obtaining a loan for mortgage financing and applicable land use approvals for a multiple residential unit apartment complex.

8. Financing. Purchaser's obligations hereunder are contingent upon Purchaser obtaining the mortgage loan financing and land use approvals with all appeals periods expired, except that the \$1,500.00 monthly extension fee shall be non-refundable in all events and the initial \$25,000.00 deposit will be non-refundable if the closing does not occur prior to December 31, 1999 and/or the additional \$25,000.00 extension deposit is not made prior to said date. In no event shall this contract extend beyond March 31, 2000.

9. Inspections of Property and Records. Purchaser shall have the right to make such inspections, tests, studies, surveys, engineering analysis, and reports done on or with respect to the Property as Purchaser deems reasonably necessary to enable it to evaluate the Property in connection with the acquisition and financing of the Property within forty five (45) days of the acceptance of this Contract. Except as set forth in this Agreement, Seller makes no representations or warranties with respect to the condition of the Property, and Purchaser shall rely solely upon its own inspections and tests to determine the condition of the Property. Purchaser shall defend, indemnify, and hold harmless Seller from any damage or claim arising out of Purchaser's exercise of the within rights, and Purchaser shall restore any areas disturbed in the exercise of such rights.

In the event that the results of any of the forgoing investigations shall be unsatisfactory to Purchaser in the exercise of its reasonable judgment within said forty-five (45) days, then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller. Thereafter any objection to the foregoing not raised by Purchaser shall be deemed waived, and Purchaser shall have no right to terminate this Agreement on account thereof; provided, however, that Purchaser shall have the continuing right of access for such inspections and examinations related to its financing and purchase through Closing.

10. Risk of Loss. In the event of material damage to the Property by fire or otherwise or a material taking by condemnation or eminent domain prior the Closing Date, Purchaser shall have the right to cancel this Agreement by giving written notice to the Seller, and the Deposit shall forthwith be returned to Purchaser and thereafter neither party shall have any further rights or responsibilities hereunder. If Purchaser does not so elect to cancel this Agreement, or if such material damage or a taking does not occur, this Agreement shall remain in full force and effect and Seller shall pay over or assign to Purchaser at the Closing any insurance or condemnation proceeds, rights or awards receivable or received as result of such damage, destruction, taking or condemnation less any amounts reasonably expended for repairs or restoration.

11. Default. If the Purchaser, having satisfied its conditions to Closing hereunder or having failed to object to any condition not satisfied, shall fail to close in accordance with this Agreement or shall fail during the term of this Agreement to pay any payment required hereunder, then the entire Deposit shall be delivered to the Seller as fixed and liquidated damages for the failure of the Purchaser to perform under this Agreement, provided that this sentence shall not be construed to limit or modify the other provisions of this Agreement which make portions of the Deposit non-refundable of their own force and effect. If Seller fails to close or to perform any of its obligations under this Agreement, then, at Purchaser's option, Purchaser may either (a) obtain specific performance or (b) cancel this Agreement and recover the Deposit.



12. Brokerage. Purchaser and Seller each hereby represent and warrant to the other that there are no real estate brokers involved or real estate commissions or finder fees payable in connection with the sale of the Property, and each party agrees to hold the other harmless with respect to the same.

13. Duties and Responsibilities of Escrow Agent. Escrow Agent shall deliver the Deposit to Seller or Purchaser promptly after receiving a joint written notice from Seller and Purchaser directing the disbursement of the same, such disbursement to be made in accordance with such direction.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Purchaser or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

- a. Hold the Deposit as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from Purchaser and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;
- b. In the event of litigation between Purchaser and Seller, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or
- c. Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Purchaser or Seller does not prevail in the litigation. Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by

this Agreement. Escrow Agent shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by Purchaser and Seller. Escrow Agent agrees that it will not seek reimbursement for its services but only for its actual and reasonably incurred out-of-pocket expenses. Escrow Agent executes this Agreement solely for the purpose of consent to, and agreeing to be bound by the applicable provisions of, this Agreement.

14. Time of the Essence. Time is of the essence of this Agreement and, if any payment is not timely made, such non-payment shall constitute a default hereunder.

15. Miscellaneous. This Agreement shall be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto. This Agreement represents the entire agreement of the parties and any modification or amendment hereto shall be in writing, signed by the parties hereto. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_

H. Page Burnham

\_\_\_\_\_

Patricia Burnham

*CHP*  
\_\_\_\_\_

SILVER STREET DEVELOPMENT COMPANY

By: *[Signature]*  
Its General Partner  
PRESIDENT

the parties hereto. Time is of the essence of this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

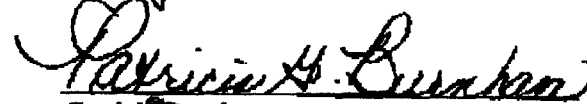
IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_

  
H. Page Burnham

\_\_\_\_\_

  
Patricia Burnham

SILVER STREET DEVELOPMENT COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Its General Partner

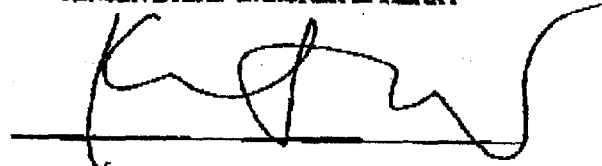
The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement.

JENSEN BAIRD GARDNER & HENRY

\_\_\_\_\_

The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement.

JENSEN BAIRD GARDNER & HENRY



Extension Agreement

This Agreement made as of the 4 day of January, 2000, by and between H. PAGE BURNHAM and PATRICIA G. BURNHAM of Scarborough, Maine ("Seller") and SILVER STREET DEVELOPMENT COMPANY, or its nominee, with a mailing address of 100 Silver Street, Portland, Maine ("Purchaser").

WHEREAS, the parties entered into a certain Purchase and Sale Agreement on May 14, 1999 for the sale of property on North Street, Portland, Maine; and

WHEREAS, that contract called for additional deposit on or before December 31, 1999 in order for it to be extended an additional 90 days; and

WHEREAS, the parties have agreed to an amendment in regard to extensions thereto:

NOW THEREFORE, in consideration of the agreements set forth herein, the parties hereto hereby agree as follows:

1. The Seller agrees to waive the additional \$25,000.00 deposit so long as Purchaser continues to pay \$1,500.00 per month fee throughout the term of this agreement.

2. The Purchaser, by its signature hereto, agrees to make said extension payments and agrees that the original \$25,000.00 deposit shall be forfeit if the Purchaser does not obtain the financing and close according to the time set forth in this extension.

3. This extension shall run through September 1, 2000, subject to the condition that Purchaser must obtain a formal financing commitment from Maine State Housing Authority prior to May 30, 2000 and must close on the purchase of these premises prior to September 1, 2000. In the event Purchaser is unable to obtain such a commitment or close according to the above dates, this agreement shall automatically terminate and Purchaser shall have no further rights hereunder and shall forfeit its original \$25,000.00 deposit.

4. Should Purchaser fail to timely make any \$1,500.00 monthly payment, this Agreement shall be terminated and Purchaser shall automatically forfeit its initial \$25,000.00 deposit.

5. In all other respects said Purchase and Sale Agreement dated May 14, 1999 is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands all as of the day and year first above written.

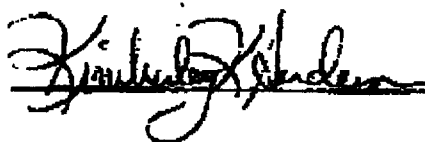
Witness:

\_\_\_\_\_


\_\_\_\_\_

  
H. Page Burnham

  
Patricia G. Burnham



SILVER STREET DEVELOPMENT COMPANY

BY:   
Its General Partner  
Pds.

Extension Agreement

WHEREAS, in May 1999 the parties hereto entered into a purchase and sales contract covering certain premises located at the intersection of Walnut and North Street in Portland, Maine; and

WHEREAS, that contract was extended to November 30, 2000; and

WHEREAS, various approvals have been acquired, but there is now pending a lawsuit challenging the Portland Planning Board's approval and a citizen's initiated referendum to forestall the development of a 70-unit apartment complex; and

WHEREAS, Buyer needs additional time to respond to the aforementioned challenges;

NOW THEREFORE, the parties hereto agree to extend said agreement as follows:

*Handwritten:* 10.10.2001  
HPB  
AUB

1. Buyer shall pay to Sellers an additional \$95,000.00 in cash on or before ~~January 10, 2001~~ and Sellers shall credit said payment and the \$25,000.00 deposit held by them against the purchase price of \$550,000, plus September, October and November monthly extension payments of \$1,500 each, to be added to the purchase price.

2. Sellers shall convey said premises to Buyer and the balance of the purchase price, including accrued monthly extension payments, will be financed by Sellers by a note at 10% per annum, interest to accrue, with all accrued interest and principal due and payable one year from the date thereof; said note to be secured by a first mortgage on the premises.

*Handwritten:* Jan 10, 2001  
HPB  
AUB

3. Closing shall occur on or before ~~December 31, 2000~~ and that is of the essence of this agreement, so that no further extensions shall be granted or implied.

4. Buyer shall have until midnight on November 30, 2000 to accept this proposal.

*Handwritten:* DEC 5, 2000  
HPB

5. In all other respects the underlying contract and extensions thereto are incorporated herein and ratified and confirmed hereby.

12 FAX 2077757935  
18:54 FAX 2077748397  
11:41 FAX 2077757935  
PAGE 1 PRT  
04-20-00 PLE 02:41 PM JMBM

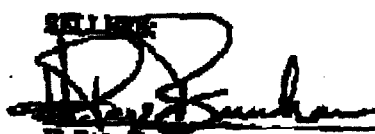
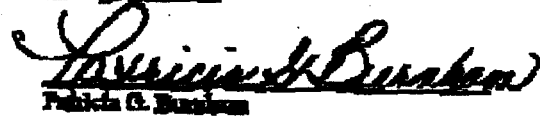
JENSEN BAIRD  
COMMERCIAL PROPERTIES  
JENSEN BAIRD

003/003  
004  
003  
Nov. 28 2000 05:02 PM P2  
P. 04/05


PKG NO. 1 407880008  
PRK HL 2070111008

IN WITNESS WHEREOF, the parties have set their hands and seals this 4  
day of November, 2000.

WITNESS:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

SELLER  
  
H. Page  
  
Patrick C. Bunker

\_\_\_\_\_  
  
\_\_\_\_\_

BUYER:  
SILVER STREET DEVELOPMENT  
COMPANY  
By:   
Roger Gaudin  
20 General Partner



### Extension Agreement

WHEREAS, in May 1999 the parties hereto entered into a purchase and sales contract covering certain premises located at the intersection of Walnut and North Streets in Portland, Maine; and

WHEREAS, that contract was extended to November 30, 2000; and

WHEREAS, various approvals have been acquired, but there is now pending a lawsuit challenging the Portland Planning Board's approval and a citizen's initiated referendum to forestall the development of a 70-unit apartment complex; and

WHEREAS, that contract was extended again to January 10, 2001; and

WHEREAS, Buyer now needs additional time to obtain financing for his closing with the Sellers:

NOW THEREFORE, the parties hereto agree to extend said agreement as follows:

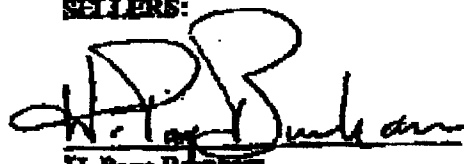
1. Buyer agrees to pay to Sellers an additional \$1,500 extension payment for January and \$2,500 of Sellers' legal fees incurred in obtaining the various extensions and preparing the closing documents.
2. Closing shall occur on or before February 7, 2001 and time is of the essence of this agreement, so that no further extensions shall be granted or implied.
3. Buyer shall have until midnight on January 8, 2001 to accept this proposal and remit the additional \$4,000 payments for said extension fee and legal fee reimbursement.
4. In all other respects the underlying contract, extensions and Seller financing contained therein are incorporated herein and ratified and confirmed hereby.

IN WITNESS WHEREOF, the parties have set their hands and seals this 5 day of January, 2001.

WITNESS:

\_\_\_\_\_  
  
\_\_\_\_\_

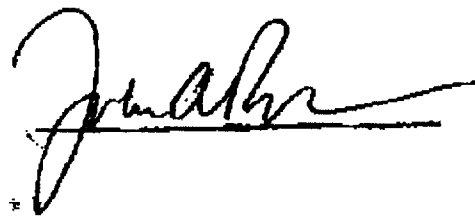
SELLERS:


  
H. Page Beaman

  
Patricia G. Beaman

BUYER:

SILVER STREET DEVELOPMENT  
COMPANY

  
\_\_\_\_\_

By:   
Roger Gendron  
Its General Partner

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

19990176  
I. D. Number

**Silver Street Development Corp**  
Applicant  
**100 Silver Street, Portland, ME 04101**  
Applicant's Mailing Address  
**John D. Mitchell**  
Consultant/Agent  
**774-4427**  
Applicant or Agent Daytime Telephone, Fax

**12/30/99**  
Application Date  
**Apartment Development 72 units**  
Project Name/Description  
**129 North St, Portland Maine 04101**  
Address of Proposed Site  
**015-A-001 & 015-A-003**  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  
 Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) **72 Unit building**  
**95,923 sf** **4.7 ac** **R-6**  
Proposed Building square Feet or # of Units Acreage of Site Zoning

**Check Review Required:**

Site Plan (major/minor)  Subdivision # of lots  PAD Review  14-403 Streets Review  
 Flood Hazard  Shoreland  Historic Preservation  DEP Local Certification  
 Zoning Conditional Use (ZBA/PB)  Zoning Variance  Other \_\_\_\_\_  
Fees Paid: Site Plan **\$500.00** Subdivision **\$1,800.00** Engineer Review \_\_\_\_\_ Date: **12/30/99**

**Inspections Approval Status:**

Approved  Approved w/Conditions see attached  Denied  
Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached  
 Condition Compliance signature \_\_\_\_\_ date \_\_\_\_\_

Performance Guarantee  Required\*  Not Required

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

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

**Site Review Pre-Application**  
**Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling**  
**or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

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

Applicant <u>SILVER STREET DEVELOPMENT CORP.</u>	Application Date <u>DECEMBER 29, 1999</u>	
Applicant's Mailing Address <u>100 SILVER STREET</u> <u>PORTLAND, MAINE 04101</u>	Project Name/Description <u>PROPOSED APARTMENT DEVELOPMENT</u>	
Consultant/Agent <u>JOHN D. MITCHELL, MITCHELL &amp; ASSOCIATES</u>	Address Of Proposed Site <u>NORTH STREET and WALNUT STREET</u>	
Applicant/Agent Daytime telephone and FAX _____	Assessor's Reference, Chart#, Block, Lot# _____	
Proposed Development (Check all that apply) <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail		
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Other(Specify) _____		
72 APARTMENT UNITS FOOTPRINT: 32,161 S.F. TOTAL BLDG. AREA: 95,923 S.F.	<u>4.7 AC.</u> Acreage of Site	<u>R-6 RESIDENTIAL ZONE</u> Zoning

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist.

(Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

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

Signature of applicant: <u>J.D. Mitchell</u>	Date: <u>DECEMBER 29, 1999</u>
--	--------------------------------

Site Review Fee: Major \$500.00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.


December 29, 1999

John Mitchell  
Mitchell & Associates  
The Staples School  
70 Center Street  
Portland, Maine 04101

Dear John:

This letter authorizes you, John Mitchell, President of Mitchell & Associates, to act as an agent on behalf of Silver Street Development for submission of any and all application materials that relate to your proposed multi-family project located at Walnut and North Streets in Portland, Maine.

Sincerely,



Roger J. Gendron  
President

RJG:kka

One Hundred Silver Street, Portland, Maine 04101  
Phone 207.780.9800 • Fax 207.774.8397

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**PURCHASE AND SALE AGREEMENT**

AGREEMENT made this 14<sup>th</sup> day of May, 1999, by and between H. PAGE BURNHAM and PATRICIA BURNHAM of Scarborough, Maine (hereinafter called "Seller") and SILVER STREET DEVELOPMENT COMPANY, or its nominee, with a mailing address of 100 Silver Street, Portland, Maine (hereinafter called "Purchaser").

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, for the price and upon the terms and conditions hereinafter set forth, certain real property located on Munjoy Hill in Portland, Maine and being more particularly described in Exhibit A attached hereto together with all rights, easements and appurtenances pertaining thereto. Seller will make available to Purchaser all plans and surveys respecting the Property.

2. Purchase Price. The total purchase price for the Property shall be Dollars (\$ ) to be adjusted as provided in paragraph 5, and payable as follows:

- a. Upon execution of this Agreement, Purchaser shall pay to Jensen Baird Gardner & Henry, as Escrow Agent, the sum of Dollars (\$ ) (the "Deposit"). The Deposit shall be held in an interest bearing account at an insured depository institution and shall be paid to Seller at Closing, as defined in Paragraph 3 hereof, or otherwise shall be applied in accordance with the terms of this Agreement.
- b. At Closing, Purchaser shall pay Seller the balance of the purchase price less any additional deposits, in cash or by certified bank check or confirmed wire transfer.

3. Closing. Closing shall occur, except as may otherwise be provided herein, on or before December 31, 1999 (herein the "Closing Date"), at the offices of Jensen Baird Gardner & Henry, Ten Free Street, Portland, Maine, or at the designated offices of the Lender or a place selected by said Lender, or at such earlier time or other place as designated by written notice by Purchaser to seller at least five days prior to Closing. Notwithstanding the foregoing, Purchaser shall pay a \$1,500.00 per month extension fee to Seller commencing sixty (60) days after the effective date of this Agreement. After December 31, 1999 Purchaser shall have the right to extend the Closing Date for up to an additional ninety (90) days provided it continues to make said \$1,500.00 per month payments and is not otherwise in default hereunder, and can demonstrate to Sellers reasonable satisfaction that it is in the process of finalizing any and all land use approvals required with any appeal periods expired and has obtained financing terms acceptable to it. Said earnest money deposit shall be increased by an additional

Dollars (\$ ) in consideration of said ninety (90) day extension.

Purchaser shall have sixty (60) days from the acceptance of the within Contract to satisfy itself that title, zoning and soils conditions are satisfactory in all respects for its planned use of the property. Seller grants Purchaser permission to enter the property to conduct any tests, surveys or studies needed to satisfy itself so long as Purchaser indemnifies and holds Seller harmless from any and all claims as a result of such entry and so long as the property is restored to the condition as nearly as is practicable, as existed prior to its entry.

Should there be objections to title, Purchaser will notify Seller within said sixty (60) day period. Thereafter, Seller will have ninety (90) days to remove said objections and will use their best efforts to resolve any objections. Should they not be able to then, Purchaser (i) shall be entitled to a refund of any deposits made and its rights hereunder will cease and determine or (ii) it may elect to proceed to Closing.

4. Conveyance; Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient warranty deed conveying to Purchaser the Property in fee simple, with good and marketable title thereto, free and clear of all liens and encumbrances, except as set forth in Exhibit A hereto or except such easements as do not materially interfere with the existing use and occupancy of the Property, free of any tenants in possession.

5. Possession; Closing Adjustments. Full possession of the Property will be transferred to Purchaser at Closing. The following items will be prorated and/or adjusted between Purchaser and Seller as of the Closing Date:

- a. If Seller removes the fill and has the grading done at said site as per its City approved site plan, then the purchase price shall be increased by Forty-eight Thousand and 00/100 Dollars (\$48,000.00);
- b. real estate taxes for the then-current municipal tax year prorated over the period of the City of Portland municipal tax year; and
- c. any utility or municipal charges, which are not susceptible of a "final billing" as of the Closing Date, shall be prorated or apportioned between the parties.

Any other charges or expenses for services, utilities, or other charges against the Property shall be determined for final billing as of the Closing Date, and Seller shall be responsible for all such charges through the Closing Date, and, to the extent reasonably practical, such charges shall be paid at Closing. Seller and Purchaser shall each pay their own real estate transfer tax as assessed by Maine law.

6. Seller's Representations. Seller hereby represents and warrants to Purchaser as follows with respect to this Agreement:

- a. Seller has good and marketable title to the Property in accordance with this Agreement, and there are no liens or monetary encumbrances affecting the Property.



- b. Seller has full right and authority to sell the Property to Purchaser and is not, as of the date of this Agreement, under any legal disability which would prohibit the consummation of the agreements called for herein, and the person executing this Agreement is under no legal disability.

7. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows with respect to this Agreement:

- a. Purchaser shall proceed with due diligence and shall use its best efforts in applying for and obtaining a loan for mortgage financing and applicable land use approvals for a multiple residential unit apartment complex.

8. Financing. Purchaser's obligations hereunder are contingent upon Purchaser obtaining the mortgage loan financing and land use approvals with all appeals periods expired, except that the \$1,500.00 monthly extension fee shall be non-refundable in all events and the initial deposit will be non-refundable if the closing does not occur prior to December 31, 1999 and/or the additional extension deposit is not made prior to said date. In no event shall this contract extend beyond March 31, 2000..

9. Inspections of Property and Records. Purchaser shall have the right to make such inspections, tests, studies, surveys, engineering analysis, and reports done on or with respect to the Property as Purchaser deems reasonably necessary to enable it to evaluate the Property in connection with the acquisition and financing of the Property within forty five (45) days of the acceptance of this Contract. Except as set forth in this Agreement, Seller makes no representations or warranties with respect to the condition of the Property, and Purchaser shall rely solely upon its own inspections and tests to determine the condition of the Property. Purchaser shall defend, indemnify, and hold harmless Seller from any damage or claim arising out of Purchaser's exercise of the within rights, and Purchaser shall restore any areas disturbed in the exercise of such rights.

In the event that the results of any of the forgoing investigations shall be unsatisfactory to Purchaser in the exercise of its reasonable judgment within said forty-five (45) days, then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller. Thereafter any objection to the foregoing not raised by Purchaser shall be deemed waived, and Purchaser shall have no right to terminate this Agreement on account thereof; provided, however, that Purchaser shall have the continuing right of access for such inspections and examinations related to its financing and purchase through Closing.

10. Risk of Loss. In the event of material damage to the Property by fire or otherwise or a material taking by condemnation or eminent domain prior the Closing Date, Purchaser shall have the right to cancel this Agreement by giving written notice to the Seller, and the Deposit shall forthwith be returned to Purchaser and thereafter neither party shall have any further rights or responsibilities hereunder. If Purchaser does not so elect to cancel this Agreement, or if such material damage or a taking does not occur, this Agreement shall remain in full force and effect and Seller shall pay over or assign to Purchaser at the Closing any insurance or condemnation proceeds, rights or awards receivable or received as result of such damage, destruction, taking or condemnation less any amounts reasonably expended for repairs or restoration.

11. Default. If the Purchaser, having satisfied its conditions to Closing hereunder or having failed to object to any condition not satisfied, shall fail to close in accordance with this Agreement or shall fail during the term of this Agreement to may any payment required hereunder, then the entire Deposit shall be delivered to the Seller as fixed and liquidated damages for the failure of the Purchaser to perform under this Agreement, provided that this sentence shall not be construed to limit or modify the other provisions of this Agreement which make portions of the Deposit non-refundable of their own force and effect. If Seller fails to close or to perform any of its obligations under this Agreement, then, at Purchaser's option, Purchaser may either (a) obtain specific performance or (b) cancel this Agreement and recover the Deposit.

12. Brokerage. Purchaser and Seller each hereby represent and warrant to the other that there are no real estate brokers involved or real estate commissions or finder fees payable in connection with the sale of the Property, and each party agrees to hold the other harmless with respect to the same.

13. Duties and Responsibilities of Escrow Agent. Escrow Agent shall deliver the Deposit to Seller or Purchaser promptly after receiving a joint written notice from Seller and Purchaser directing the disbursement of the same, such disbursement to be made in accordance with such direction.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Purchaser or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

- a. Hold the Deposit as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from Purchaser and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;
- b. In the event of litigation between Purchaser and Seller, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or
- c. Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Purchaser or Seller does not prevail in the litigation. Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by

this Agreement. Escrow Agent shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by Purchaser and Seller Escrow Agent agrees that it will not seek reimbursement for its services but only for its actual and reasonably incurred out-of-pocket expenses. Escrow Agent executes this Agreement solely for the purpose of consent to, and agreeing to be bound by the applicable provisions of, this Agreement.

14. Time of the Essence. Time is of the essence of this Agreement and, if any payment is not timely made, such non-payment shall constitute a default hereunder.

15. Miscellaneous. This Agreement shall be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto This Agreement represents the entire agreement of the parties and any modification or amendment hereto shall be in writing, signed by the parties hereto. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

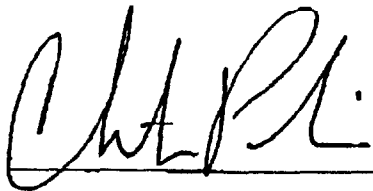
WITNESS:

\_\_\_\_\_

H. Page Burnham


\_\_\_\_\_

Patricia Burnham



SILVER STREET DEVELOPMENT COMPANY

By:


  
Its General Partner  
PRESIDENT

the parties hereto. Time is of the essence of this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

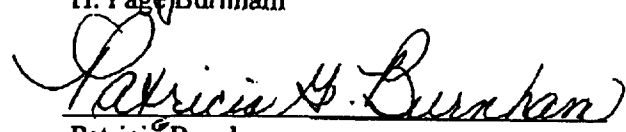
IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_

  
H. Page Burnham

\_\_\_\_\_

  
Patricia G. Burnham

SILVER STREET DEVELOPMENT COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Its General Partner

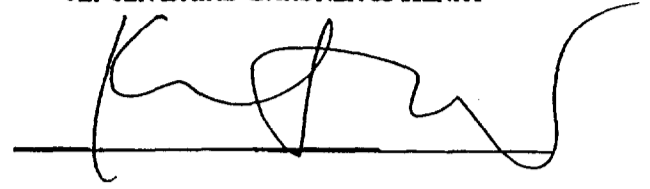
The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement.

JENSEN BAIRD GARDNER & HENRY

\_\_\_\_\_

The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement.

JENSEN BAIRD GARDNER & HENRY



## EXHIBIT A

A certain lot or parcel of land in the City of Portland, County of Cumberland, and State of Maine, situated on the Easterly side of North Street in said City bounded and described as follows:

Beginning on the Easterly sideline of said North Street at a point being 184.00 feet distant from and on a course of N 20° 21' 30" W from the intersection formed by said Easterly sideline of North Street and the Northerly sideline of Walnut Street in said Portland;

Thence N 69° 38' 30" E 90 feet to land now or formerly of the Portland Water District;

Thence by land of said Portland Water District on the following described courses and distances: N 20° 21' 30" W 190.67 feet to a point; Thence N 73° 18' E 221.93 feet to a point; Thence S 16° 43' 30" E 172.60 feet to a point; Thence S 82° 27' 35" E 67.63 feet to a point;

Thence the following described courses and distances:

N 20° 45' W 185.73 feet to a point; Thence N 69° 15' E 41.99 feet to a point; Thence N 20° 45' W 147 feet to a point; Thence S 69° 15' W 12.50 feet to a point; Thence N 20° 45' W 73.17 feet to land now or formerly of the City of Portland;

Thence by land of said City of Portland S 67° 15' 30" W 387.36 feet to said Easterly sideline of North Street;

Thence by said Easterly sideline of North Street S 20° 21' 30" E 362.60 feet to the point of beginning.

The above described premises are conveyed subject to and with the benefit of the appurtenant easements, licenses, rights and privileges which were created by a certain Declaration of Easements dated June 25, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3565, Page 84, as amended.

Reference is made to a deed from the Portland Water District dated October 20, 1972 and recorded at said Registry in Book 3314, Page 221, as modified by deeds recorded in Book 3565, Page 78 and 82, whereby the above-described premises is subject to the terms and conditions and restrictions contained therein.

The above-described premises are conveyed subject to microwave beams crossing over the premises and any rights to maintain the same; which microwave beams are shown on the survey entitled "Eastern Promenade Condominiums, Portland, Maine" by H.I. & E.C. Jordan, Surveyors, dated March 28, 1974, revised July 16, 1974, recorded at said Registry in Book 100, Page 18.

The above-described premises are also conveyed subject to Portland Water District Multiple Services Agreement between Union Mutual Life Insurance Company and said District dated June 13, 1974 and recorded at said Registry in Book 3561, Page 58.

Excluding, however, therefrom a certain lot or parcel of land located northerly of, but not adjacent to Walnut Street in the City of Portland, County of Cumberland and State of Maine, conveyed by H. Page Burnham and Patricia C. Burnham to Promenade East Condominium Association, Inc. by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 268, bounded and described therein as follows:

Being Lot 2 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar found at the northeasterly corner of land of the Grantor as described in Cumberland County Registry of Deeds in Book 10789, Page 228;

Thence South 20°-45'-00" East by land now or formerly of Promenade East Condominium Association, Inc., 73.17 feet to a 5/8 inch rebar found;

Thence North 69°-15'-00" East, by land of said Promenade East Condominium Association, Inc., 12.50 feet to a P.K. nail found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 147.00 feet to a P.K. nail found;

Thence South 69°-15'-00" West, by land of said Promenade East Condominium Association, Inc., 41.99 feet to a 5/8 inch rebar found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 185.73 feet to a 5/8 inch rebar found and land now or formerly of Portland Water District as reserved in said Registry of Deeds in Book 3314, Page 221;

Thence North 82°-27'-35" West, by land of said Portland Water District, 15.77 feet to a 5/8 inch rebar set;

Thence North 07°-32'-25" East, through land of the Grantor, 14.59 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 250.00 feet to a 5/8 inch rebar set;

Thence North 49°-59'-56" West, by land retained by the Grantor, 28.65 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 108.83 feet to a 5/8 inch rebar set and land now or formerly of the City of Portland as described in said Registry of Deeds in Book 1943, Page 106;

Thence North 67°-15'-30" East, by land of said City of Portland, 50.49 feet to the point of beginning.

Bearings are based on magnetic north, 1972.



Above described lot is a portion of the land conveyed by Apex, Inc. to H. Page Burnham and Patricia G. Burnham by deed dated June 25, 1993, recorded in the Cumberland County Registry of Deeds in Book 10789, Page 226.

The above described lot is subject to all easements and restrictions of record.

Grantors also hereby convey to Grantee any rights by easement or otherwise acquired by it in said Apex deed as to property of Promenade East Condominium Association, Inc. other than the conveyance and those rights confirmed by deed of recent date from said Promenade East Condominium Association, Inc., including specifically all rights to the swimming pool located on said Promenade East Condominium Association, Inc. properties and all rights by easement or otherwise to that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 3769 PG 123, on said Plan, except to reserve to itself specifically a view easement more specifically set forth in the recent deed from Promenade East Condominium Association, Inc. to the Grantors herein. Grantors further reserve all easement rights referenced in said Apex deed for the connection of utilities over, through and across said first above described parcel on the condition that if the use of said rights causes any disturbance of the land, grass or shrubbery on said premises, the Grantors will restore the same to its condition prior to said disturbance. Grantors further reserve the right to existing drainage across property of the Grantee and more specifically the right to construct new drainage by means of underground storm sewers along the common property line of Grantee and Jack Elementary School to channel storm water off of its premises, which said underground storm sewer shall cross the premises first above described.

In addition, another lot or parcel of land located on the northerly side of Walnut Street and the easterly side of North Street in the City of Portland, County of Cumberland and State of Maine, conveyed by Promenade East Condominium Association to H. Page Burnham and Patricia C. Burnham by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 271, bounded and described therein as follows:

A certain lot or parcel of land with any buildings thereon, located on the northerly side of Walnut Street and the easterly side of North Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being Lot 1 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar set at the intersection of the northerly sideline of Walnut Street and the easterly sideline of North Street;

Thence North 20°-21'-30" West, along the easterly sideline of said North Street, 184.00 feet to a 5/8 inch rebar found and land now or formerly of H. Page Burnham and Patricia G. Burnham as described in a deed recorded in Cumberland County Registry of Deeds in Book 10789, Page 226;

Thence North 69°-38'-30" East by land of said Burnham, 90.00 feet to a 5/8 inch rebar found and land now or formerly of the Portland Water District as reserved in deed recorded in said Registry of Deeds in Book 3314, Page 221;

Thence South 20°-21'--30" East, by land of Portland Water District, 167.49 feet to a 5/8 inch rebar set on the northerly sideline of Walnut Street;

Thence South 59°-15'-00" West, along the northerly sideline of said Walnut Street, 91.50 feet to the point of beginning.

Bearings are based on magnetic north, 1972.

The above described lot is a portion of land as described in said Registry of Deeds in Book 3769, Page 123, Promenade East Condominium Declaration, and as recently amended.

Grantor also releases any rights by easement or otherwise in adjoining land of Grantees and/or the Portland Water District, as shown on said Plan, except as set forth in a deed from Grantees of even date to be recorded herewith or except as reserved below. Grantor reserves the right for utilities and for passage by foot or vehicle in a northeasterly or southwesterly direction over a strip of land owned by Portland Water District which strip of land runs westerly from Walnut Street between the premises of Grantor as shown on said Plan. Grantor further hereby conveys to Grantees a view easement for the benefit of Grantees adjoining premises over that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 3769 PG 123 on said Plan and agrees that its sole use of said parcel will be for parking and/or related purposes.

JRO/10352/P&S

**MITCHELL & ASSOCIATES**

LANDSCAPE ARCHITECTS

December 29, 1999

Ms. Sarah Hopkins, Senior Planner  
and Planning Board Members  
City of Portland  
389 Congress Street  
Portland, Maine 04101

**RE: Proposed Apartment Development**

Dear Sarah and Planning Board Members:

On behalf of Silver Street Development Corp., we are pleased to submit this Sketch Plan application for a proposed 72 unit apartment development to be located on the northerly corner of North Street and Walnut Street in Portland.

**Silver Street Development Corp.**

Silver Street Development Corp. of Portland, Maine is a firm specializing in the acquisition and construction of affordable housing developments. With a portfolio of over 1,000 units to date, Silver Street has experience in all forms of multi-family development, including new construction, rehabilitation of existing projects, and historic rehabilitation. Silver Street has developed and owns both affordable and market rent properties, including several mixed-income projects.

The four principals of Silver Street Development—Richard McGoldrick, Roger Gendron, Chris Poulin and Roger Bilodeau—have extensive experience in all facets of real estate development. Silver Street Development is particularly adept at assembling a variety of complicated funding sources to successfully complete an otherwise impossible development. Silver Street Development has the experience, expertise, and financial strength to finish the difficult projects, while improving the community and providing affordable housing.

**The Site**

The subject parcel, Map 15, Lot 1, is a 2.4 acre site located at the top of Munjoy Hill, with access from North Street and Walnut Street. It is bounded on the north by Jack Elementary School, on the east by the Promenade East Condominium development, on the south by Walnut Street and on the west by North Street. The property is horseshoe shaped and essentially surrounds a 2.3 acre site (Map 15, Lots 2 & 3) owned by the Portland Water District (PWD). The PWD property, consisting of an underground concrete water storage tank, will be leased by the applicant for access, parking and open space.

THE STAPLES SCHOOL  
70 CENTER STREET  
PORTLAND, MAINE 04101

Telephone (207) 774-4427  
Fax (207) 874-2460  
E-Mail mitchell@nlis.net

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Remains of the former open-air reservoir earth berm still exists on the site and is approximately 30 feet above the natural grades along North Street. The surface of the underground reservoir consists of two paved tennis courts and thick grass cover. There are no wetlands known to exist on the property.

### **Project Description**

The proposed apartment development consists of 72 apartments in two buildings – one consisting of townhouse type apartments and the other of garden type apartments. The unit mix consists of 16 three-bedroom townhouse apartments; and 15 three-bedroom, 39 two-bedroom, and 2 one-bedroom garden apartments.

Both buildings were designed with detailing and materials that are in keeping with surrounding traditional structures in the neighborhood. The scale of the buildings was limited to three stories with prominently pitched and staggered roof lines to compliment the character of the project's medium-density historic context.

All proposed buildings have been sited with an approximate 10.4 degree staggered saw-tooth angle off North Street, continuing this existing rhythm onto the site.

**Townhouse Building:** In addition to the saw-tooth staggering of the 16 duplex townhouse apartment units, these units were designed to incorporate numerous other traditional characteristics of the neighborhood. First, the buildings scale for 3 stories is consistent with most of the residential structures in the neighborhood. The duplex-pairs also incorporate the use of off-street driveway parking and a split level entry porch and stair to replicate the traditional characteristic of having the units "face the street". The combination of the saw tooth stagger, the split-level entries, an interesting fenestration pattern and projecting gable at each unit create a character that is very much in keeping with the context of the neighborhood yet clearly expresses their contemporary origin.

**Garden Apartments:** This building consists of 56 garden apartment units on three stories. As with the townhouse building, this building was also designed to respect context in many of the same ways. First, this building is also sited to neatly tie into the saw-tooth rhythm of North Street. It's three stories with numerous roof-line gables and breaks create an interesting architectural composition and compliment the vertical scale of the neighborhood. The building is accessed through four pedestrian scaled entries, one of which opens gracefully to a public lobby and community space. This building will be sprinkled in accordance with the requirements of NFPA 13R and as approved by the State Fire Marshall, State of Maine.

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All buildings fit within the height, setback and density requirements of the city's zoning ordinance and meet the height and area limitations of the BOCA National Building Code 1996 and will meet all the requirements of NFPA Life Safety Code 1997 as adopted by the City of Portland.

#### **Utilities**

Water service will be provided from an existing 12 inch water line located in North Street. A 2 inch domestic and a 6 inch fire service will be extended to the 56 unit Garden Apartment structure.

Sanitary sewer will be provided from an existing sewer line located in North Street.

Underground electric, telephone and cable television will be provided from above ground services along North Street.

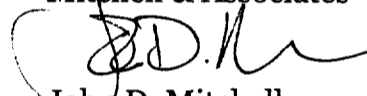
#### **Submission**

This application for Sketch Plan review includes the following information:

1. Cover letter, dated December 29, 1999
2. Site Review Pre-Application Form
3. Letter of Authorization
4. Copy of Purchase & Sale Agreement
5. Application Fee
6. Existing Conditions Plan
7. Sketch Plan
8. Garden Apartments Plans and Elevations
9. Townhouse Plans and Elevations

If you desire any additional information, please do not hesitate to contact us. We look forward to our meeting with the Board on January 11, 1999.

Sincerely,  
Mitchell & Associates



John D. Mitchell

Enclosure

cc: Drew Fitch  
Ben Walter

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**Site Review Pre-Application  
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling  
or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

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

Applicant <u>SILVER STREET DEVELOPMENT CORP.</u>	Application Date <u>DECEMBER 29, 1999</u>
Applicant's Mailing Address <u>100 SILVER STREET PORTLAND, MAINE 04101</u>	Project Name/Description <u>PROPOSED APARTMENT DEVELOPMENT</u>
Consultant/Agent <u>JOHN D. MITCHELL, MITCHELL &amp; ASSOCIATES</u>	Address Of Proposed Site <u>NORTH STREET and WALNUT STREET</u>
Applicant/Agent Daytime telephone and FAX	Assessor's Reference, Chart#, Block, Lot#
Proposed Development (Check all that apply) <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Other(Specify) _____	
<u>72 APARTMENT UNITS</u> <u>FOOTPRINT: 32,161 S.F.</u> <u>TOTAL BLDG. AREA: 95,923 S.F.</u>	<u>4.7 AC.</u> <u>R-6 RESIDENTIAL ZONE</u>
Proposed Building Square Footage and /or # of Units	Acreage of Site                      Zoning

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist.

(Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

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

Signature of applicant: <u>J.D. Mitchell</u>	Date: <u>DECEMBER 29, 1999</u>
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Site Review Fee: Major \$500.00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.

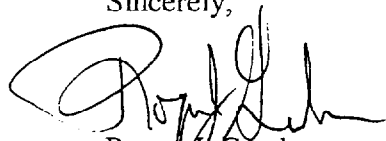
December 29, 1999

John Mitchell  
Mitchell & Associates  
The Staples School  
70 Center Street  
Portland, Maine 04101

Dear John:

This letter authorizes you, John Mitchell, President of Mitchell & Associates, to act as an agent on behalf of Silver Street Development for submission of any and all application materials that relate to your proposed multi-family project located at Walnut and North Streets in Portland, Maine.

Sincerely,



Roger J. Gendron  
President

RJG:kka

One Hundred Silver Street, Portland, Maine 04101

Phone 207.780.9800 • Fax 207.774.8397

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**PURCHASE AND SALE AGREEMENT**

AGREEMENT made this 14<sup>th</sup> day of May, 1999, by and between H. PAGE BURNHAM and PATRICIA BURNHAM of Scarborough, Maine (hereinafter called "Seller") and SILVER STREET DEVELOPMENT COMPANY, or its nominee, with a mailing address of 100 Silver Street, Portland, Maine (hereinafter called "Purchaser").

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, for the price and upon the terms and conditions hereinafter set forth, certain real property located on Munjoy Hill in Portland, Maine and being more particularly described in Exhibit A attached hereto together with all rights, easements and appurtenances pertaining thereto. Seller will make available to Purchaser all plans and surveys respecting the Property.

2. Purchase Price. The total purchase price for the Property shall be Dollars (\$ ) to be adjusted as provided in paragraph 5, and payable as follows:

- a. Upon execution of this Agreement, Purchaser shall pay to Jensen Baird Gardner & Henry, as Escrow Agent, the sum of Dollars (\$ ) (the "Deposit"). The Deposit shall be held in an interest bearing account at an insured depository institution and shall be paid to Seller at Closing, as defined in Paragraph 3 hereof, or otherwise shall be applied in accordance with the terms of this Agreement.
- b. At Closing, Purchaser shall pay Seller the balance of the purchase price less any additional deposits, in cash or by certified bank check or confirmed wire transfer.



3. Closing. Closing shall occur, except as may otherwise be provided herein, on or before December 31, 1999 (herein the "Closing Date"), at the offices of Jensen Baird Gardner & Henry, Ten Free Street, Portland, Maine, or at the designated offices of the Lender or a place selected by said Lender, or at such earlier time or other place as designated by written notice by Purchaser to seller at least five days prior to Closing. Notwithstanding the foregoing, Purchaser shall pay a \$1,500.00 per month extension fee to Seller commencing sixty (60) days after the effective date of this Agreement. After December 31, 1999 Purchaser shall have the right to extend the Closing Date for up to an additional ninety (90) days provided it continues to make said \$1,500.00 per month payments and is not otherwise in default hereunder, and can demonstrate to Sellers reasonable satisfaction that it is in the process of finalizing any and all land use approvals required with any appeal periods expired and has obtained financing terms acceptable to it. Said earnest money deposit shall be increased by an additional

Dollars (\$) ) in consideration of said ninety (90) day extension.

Purchaser shall have sixty (60) days from the acceptance of the within Contract to satisfy itself that title, zoning and soils conditions are satisfactory in all respects for its planned use of the property. Seller grants Purchaser permission to enter the property to conduct any tests, surveys or studies needed to satisfy itself so long as Purchaser indemnifies and holds Seller harmless from any and all claims as a result of such entry and so long as the property is restored to the condition as nearly as is practicable, as existed prior to its entry.

Should there be objections to title, Purchaser will notify Seller within said sixty (60) day period. Thereafter, Seller will have ninety (90) days to remove said objections and will use their best efforts to resolve any objections. Should they not be able to then, Purchaser (i) shall be entitled to a refund of any deposits made and its rights hereunder will cease and determine or (ii) it may elect to proceed to Closing.

4. Conveyance; Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient warranty deed conveying to Purchaser the Property in fee simple, with good and marketable title thereto, free and clear of all liens and encumbrances, except as set forth in Exhibit A hereto or except such easements as do not materially interfere with the existing use and occupancy of the Property, free of any tenants in possession.

5. Possession; Closing Adjustments. Full possession of the Property will be transferred to Purchaser at Closing. The following items will be prorated and/or adjusted between Purchaser and Seller as of the Closing Date:

- a. If Seller removes the fill and has the grading done at said site as per its City approved site plan, then the purchase price shall be increased by Forty-eight Thousand and 00/100 Dollars (\$48,000.00);
- b. real estate taxes for the then-current municipal tax year prorated over the period of the City of Portland municipal tax year; and
- c. any utility or municipal charges, which are not susceptible of a "final billing" as of the Closing Date, shall be prorated or apportioned between the parties.

Any other charges or expenses for services, utilities, or other charges against the Property shall be determined for final billing as of the Closing Date, and Seller shall be responsible for all such charges through the Closing Date, and, to the extent reasonably practical, such charges shall be paid at Closing. Seller and Purchaser shall each pay their own real estate transfer tax as assessed by Maine law.

6. Seller's Representations. Seller hereby represents and warrants to Purchaser as follows with respect to this Agreement:

- a. Seller has good and marketable title to the Property in accordance with this Agreement, and there are no liens or monetary encumbrances affecting the Property.

- b. Seller has full right and authority to sell the Property to Purchaser and is not, as of the date of this Agreement, under any legal disability which would prohibit the consummation of the agreements called for herein, and the person executing this Agreement is under no legal disability.

7. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows with respect to this Agreement:

- a. Purchaser shall proceed with due diligence and shall use its best efforts in applying for and obtaining a loan for mortgage financing and applicable land use approvals for a multiple residential unit apartment complex.

8. Financing. Purchaser's obligations hereunder are contingent upon Purchaser obtaining the mortgage loan financing and land use approvals with all appeals periods expired, except that the \$1,500.00 monthly extension fee shall be non-refundable in all events and the initial deposit will be non-refundable if the closing does not occur prior to December 31, 1999 and/or the additional extension deposit is not made prior to said date. In no event shall this contract extend beyond March 31, 2000..

9. Inspections of Property and Records. Purchaser shall have the right to make such inspections, tests, studies, surveys, engineering analysis, and reports done on or with respect to the Property as Purchaser deems reasonably necessary to enable it to evaluate the Property in connection with the acquisition and financing of the Property within forty five (45) days of the acceptance of this Contract. Except as set forth in this Agreement, Seller makes no representations or warranties with respect to the condition of the Property, and Purchaser shall rely solely upon its own inspections and tests to determine the condition of the Property. Purchaser shall defend, indemnify, and hold harmless Seller from any damage or claim arising out of Purchaser's exercise of the within rights, and Purchaser shall restore any areas disturbed in the exercise of such rights.

In the event that the results of any of the forgoing investigations shall be unsatisfactory to Purchaser in the exercise of its reasonable judgment within said forty-five (45) days, then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller. Thereafter any objection to the foregoing not raised by Purchaser shall be deemed waived, and Purchaser shall have no right to terminate this Agreement on account thereof; provided, however, that Purchaser shall have the continuing right of access for such inspections and examinations related to its financing and purchase through Closing.

10. **Risk of Loss.** In the event of material damage to the Property by fire or otherwise or a material taking by condemnation or eminent domain prior the Closing Date, Purchaser shall have the right to cancel this Agreement by giving written notice to the Seller, and the Deposit shall forthwith be returned to Purchaser and thereafter neither party shall have any further rights or responsibilities hereunder. If Purchaser does not so elect to cancel this Agreement, or if such material damage or a taking does not occur, this Agreement shall remain in full force and effect and Seller shall pay over or assign to Purchaser at the Closing any insurance or condemnation proceeds, rights or awards receivable or received as result of such damage, destruction, taking or condemnation less any amounts reasonably expended for repairs or restoration.

11. **Default.** If the Purchaser, having satisfied its conditions to Closing hereunder or having failed to object to any condition not satisfied, shall fail to close in accordance with this Agreement or shall fail during the term of this Agreement to may any payment required hereunder, then the entire Deposit shall be delivered to the Seller as fixed and liquidated damages for the failure of the Purchaser to perform under this Agreement, provided that this sentence shall not be construed to limit or modify the other provisions of this Agreement which make portions of the Deposit non-refundable of their own force and effect. If Seller fails to close or to perform any of its obligations under this Agreement, then, at Purchaser's option, Purchaser may either (a) obtain specific performance or (b) cancel this Agreement and recover the Deposit.

12. Brokerage. Purchaser and Seller each hereby represent and warrant to the other that there are no real estate brokers involved or real estate commissions or finder fees payable in connection with the sale of the Property, and each party agrees to hold the other harmless with respect to the same.

13. Duties and Responsibilities of Escrow Agent. Escrow Agent shall deliver the Deposit to Seller or Purchaser promptly after receiving a joint written notice from Seller and Purchaser directing the disbursement of the same, such disbursement to be made in accordance with such direction.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Purchaser or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

- a. Hold the Deposit as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from Purchaser and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;
- b. In the event of litigation between Purchaser and Seller, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or
- c. Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Purchaser or Seller does not prevail in the litigation. Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by

this Agreement. Escrow Agent shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by Purchaser and Seller Escrow Agent agrees that it will not seek reimbursement for its services but only for its actual and reasonably incurred out-of-pocket expenses. Escrow Agent executes this Agreement solely for the purpose of consent to, and agreeing to be bound by the applicable provisions of, this Agreement.

14. Time of the Essence. Time is of the essence of this Agreement and, if any payment is not timely made, such non-payment shall constitute a default hereunder.

15. Miscellaneous. This Agreement shall be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto This Agreement represents the entire agreement of the parties and any modification or amendment hereto shall be in writing, signed by the parties hereto. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

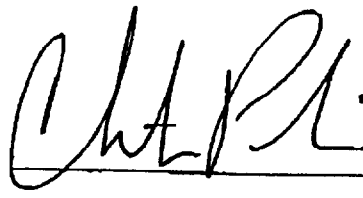
WITNESS:

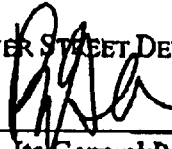
\_\_\_\_\_

\_\_\_\_\_  
H. Page Burnham

\_\_\_\_\_

\_\_\_\_\_  
Patricia Burnham

  
\_\_\_\_\_


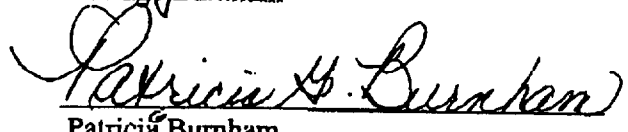
SILVER STREET DEVELOPMENT COMPANY  
By:   
Its General Partner  
PRESIDENT

the parties hereto. Time is of the essence of this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
H. Page Burnham  
  
\_\_\_\_\_  
Patricia Burnham

SILVER STREET DEVELOPMENT COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Its General Partner

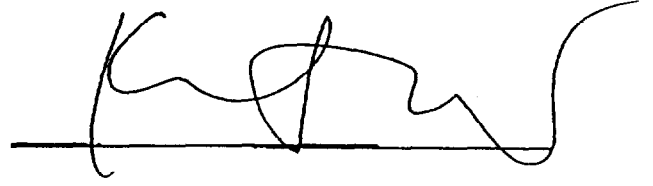
The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement.

JENSEN BAIRD GARDNER & HENRY

\_\_\_\_\_

The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement.

JENSEN BAIRD GARDNER & HENRY





## EXHIBIT A

A certain lot or parcel of land in the City of Portland, County of Cumberland, and State of Maine, situated on the Easterly side of North Street in said City bounded and described as follows:

Beginning on the Easterly sideline of said North Street at a point being 184.00 feet distant from and on a course of N 20° 21' 30" W from the intersection formed by said Easterly sideline of North Street and the Northerly sideline of Walnut Street in said Portland;

Thence N 69° 38' 30" E 90 feet to land now or formerly of the Portland Water District;

Thence by land of said Portland Water District on the following described courses and distances: N 20° 21' 30" W 190.67 feet to a point; Thence N 73° 18' E 221.93 feet to a point; Thence S 16° 43' 30" E 172.60 feet to a point; Thence S 82° 27' 35" E 67.63 feet to a point;

Thence the following described courses and distances:

N 20° 45' W 185.73 feet to a point; Thence N 69° 15' E 41.99 feet to a point; Thence N 20° 45' W 147 feet to a point; Thence S 69° 15' W 12.50 feet to a point; Thence N 20° 45' W 73.17 feet to land now or formerly of the City of Portland;

Thence by land of said City of Portland S 67° 15' 30" W 387.36 feet to said Easterly sideline of North Street;

Thence by said Easterly sideline of North Street S 20° 21' 30" E 362.60 feet to the point of beginning.

The above described premises are conveyed subject to and with the benefit of the appurtenant easements, licenses, rights and privileges which were created by a certain Declaration of Easements dated June 25, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3565, Page 84, as amended.

Reference is made to a deed from the Portland Water District dated October 20, 1972 and recorded at said Registry in Book 3314, Page 221, as modified by deeds recorded in Book 3565, Page 78 and 82, whereby the above-described premises is subject to the terms and conditions and restrictions contained therein.

The above-described premises are conveyed subject to microwave beams crossing over the premises and any rights to maintain the same; which microwave beams are shown on the survey entitled "Eastern Promenade Condominiums, Portland, Maine" by H.I. & E.C. Jordan, Surveyors, dated March 28, 1974, revised July 16, 1974, recorded at said Registry in Book 100, Page 18.

The above-described premises are also conveyed subject to Portland Water District Multiple Services Agreement between Union Mutual Life Insurance Company and said District dated June 13, 1974 and recorded at said Registry in Book 3561, Page 58.

Excluding, however, therefrom a certain lot or parcel of land located northerly of, but not adjacent to Walnut Street in the City of Portland, County of Cumberland and State of Maine, conveyed by H. Page Burnham and Patricia C. Burnham to Promenade East Condominium Association, Inc. by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 268, bounded and described therein as follows:

Being Lot 2 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar found at the northeasterly corner of land of the Grantor as described in Cumberland County Registry of Deeds in Book 10789, Page 228;

Thence South 20°-45'-00" East by land now or formerly of Promenade East Condominium Association, Inc., 73.17 feet to a 5/8 inch rebar found;

Thence North 69°-15'-00" East, by land of said Promenade East Condominium Association, Inc., 12.50 feet to a P.K. nail found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 147.00 feet to a P.K. nail found;

Thence South 69°-15'-00" West, by land of said Promenade East Condominium Association, Inc., 41.99 feet to a 5/8 inch rebar found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 185.73 feet to a 5/8 inch rebar found and land now or formerly of Portland Water District as reserved in said Registry of Deeds in Book 3314, Page 221;

Thence North 82°-27'-35" West, by land of said Portland Water District, 15.77 feet to a 5/8 inch rebar set;

Thence North 07°-32'-25" East, through land of the Grantor, 14.59 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 250.00 feet to a 5/8 inch rebar set;

Thence North 49°-59'-56" West, by land retained by the Grantor, 28.65 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 108.83 feet to a 5/8 inch rebar set and land now or formerly of the City of Portland as described in said Registry of Deeds in Book 1943, Page 106;

Thence North 67°-15'-30" East, by land of said City of Portland, 50.49 feet to the point of beginning.

Bearings are based on magnetic north, 1972.

Above described lot is a portion of the land conveyed by Apex, Inc. to H. Page Burnham and Patricia G. Burnham by deed dated June 25, 1993, recorded in the Cumberland County Registry of Deeds in Book 10789, Page 226.

The above described lot is subject to all easements and restrictions of record.

Grantors also hereby convey to Grantee any rights by easement or otherwise acquired by it in said Apex deed as to property of Promenade East Condominium Association, Inc. other than the conveyance and those rights confirmed by deed of recent date from said Promenade East Condominium Association, Inc., including specifically all rights to the swimming pool located on said Promenade East Condominium Association, Inc. properties and all rights by easement or otherwise to that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 3769 PG 123, on said Plan, except to reserve to itself specifically a view easement more specifically set forth in the recent deed from Promenade East Condominium Association, Inc. to the Grantors herein. Grantors further reserve all easement rights referenced in said Apex deed for the connection of utilities over, through and across said first above described parcel on the condition that if the use of said rights causes any disturbance of the land, grass or shrubbery on said premises, the Grantors will restore the same to its condition prior to said disturbance. Grantors further reserve the right to existing drainage across property of the Grantee and more specifically the right to construct new drainage by means of underground storm sewers along the common property line of Grantee and Jack Elementary School to channel storm water off of its premises, which said underground storm sewer shall cross the premises first above described.

In addition, another lot or parcel of land located on the northerly side of Walnut Street and the easterly side of North Street in the City of Portland, County of Cumberland and State of Maine, conveyed by Promenade East Condominium Association to H. Page Burnham and Patricia C. Burnham by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 271, bounded and described therein as follows:

A certain lot or parcel of land with any buildings thereon, located on the northerly side of Walnut Street and the easterly side of North Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being Lot 1 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar set at the intersection of the northerly sideline of Walnut Street and the easterly sideline of North Street;

Thence North 20°-21'-30" West, along the easterly sideline of said North Street, 184.00 feet to a 5/8 inch rebar found and land now or formerly of H. Page Burnham and Patricia G. Burnham as described in a deed recorded in Cumberland County Registry of Deeds in Book 10789, Page 226;

Thence North 69°-38'-30" East by land of said Burnham, 90.00 feet to a 5/8 inch rebar found and land now or formerly of the Portland Water District as reserved in deed recorded in said Registry of Deeds in Book 3314, Page 221;

Thence South 20°-21'-30" East, by land of Portland Water District, 167.49 feet to a 5/8 inch rebar set on the northerly sideline of Walnut Street;

Thence South 59°-15'-00" West, along the northerly sideline of said Walnut Street, 91.50 feet to the point of beginning.

Bearings are based on magnetic north, 1972.

The above described lot is a portion of land as described in said Registry of Deeds in Book 3769, Page 123, Promenade East Condominium Declaration, and as recently amended.

Grantor also releases any rights by easement or otherwise in adjoining land of Grantees and/or the Portland Water District, as shown on said Plan, except as set forth in a deed from Grantees of even date to be recorded herewith or except as reserved below. Grantor reserves the right for utilities and for passage by foot or vehicle in a northeasterly or southwesterly direction over a strip of land owned by Portland Water District which strip of land runs westerly from Walnut Street between the premises of Grantor as shown on said Plan. Grantor further hereby conveys to Grantees a view easement for the benefit of Grantees adjoining premises over that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 3769 PG 123 on said Plan and agrees that its sole use of said parcel will be for parking and/or related purposes.

JRO/10352/P&S