

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

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

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

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

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

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

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

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

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

**APL**



**CITY OF PORTLAND**

To: Sam Hoffses, Inspections  
From: Alan Holt, Planning  
Date: 10/17/00  
RE: Site Plan Exemption for 145 Commercial Street

I have attached a Site Plan Exemption for 145 Commercial Street (350 Fore Street) regarding the installation of a satellite dish. This exemption form should replace the exemption (dated 9/7/00) that I forwarded to your office last month.

The applicant has changed the specification of the satellite dish since the earlier application. However, I have determined that the building parapet still provides adequate screening with the updated specifications.

Please contact me if you have any questions.

cc: Alyssa M. Smith, Communication Link Service Corp.

**ROBINSON ASSOCIATES  
CONSULTING ENGINEERS**

4126 Pleasantdale Road  
Suite 210  
Atlanta, Georgia  
30340

Telephone  
770 448-6627  
Telecopier  
770 448-6425

October 2, 2000

Ms. Dorothy Terrell  
Convergent Media Systems  
3490 Piedmont Rd Ste 800  
Atlanta, Ga 30305

Re: 1.2M Antenna on AM-288 NPMM  
Merrill Lynch  
350 Fore Street  
Portland, ME

Dear Ms. Terrell:

**ROBINSON ASSOCIATES CONSULTING ENGINEERS** has evaluated the use of a 1.2M antenna on AM-288 NPMM with 28 Block Ballast (30 pounds per block) for use in the above referenced project. The loading criteria used for our evaluation is as follows:

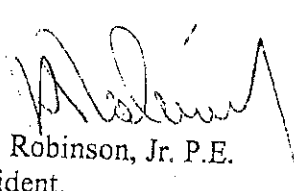
Building Codes:	BOCA 1996, ASCE 7-93
Wind Speed:	85 mph Exposure "B"
Minimum Design Roof Live Load:	20 psf

Based on the above criteria this mount will provide adequate safety factors against sliding and against overturning at a height of 60 feet above grade. The mast pipe shall be 6'-0" long. This mount will place a static pressure of less than 20 psf on the roof structure. The antenna and mount should be located as indicated on the "Antenna Location Plan" on page one of the attached calculation sheets.

If you have any questions regarding this matter please contact this office.

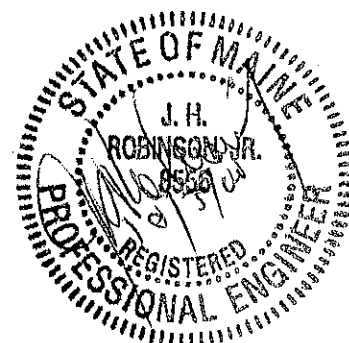
Sincerely,

**ROBINSON ASSOCIATES  
CONSULTING ENGINEERS**

  
J. H. Robinson, Jr. P.E.  
President,

JHR/gm

Attachments  
200164.wpd



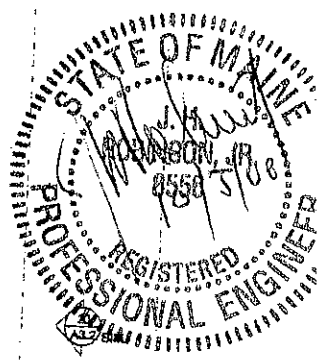
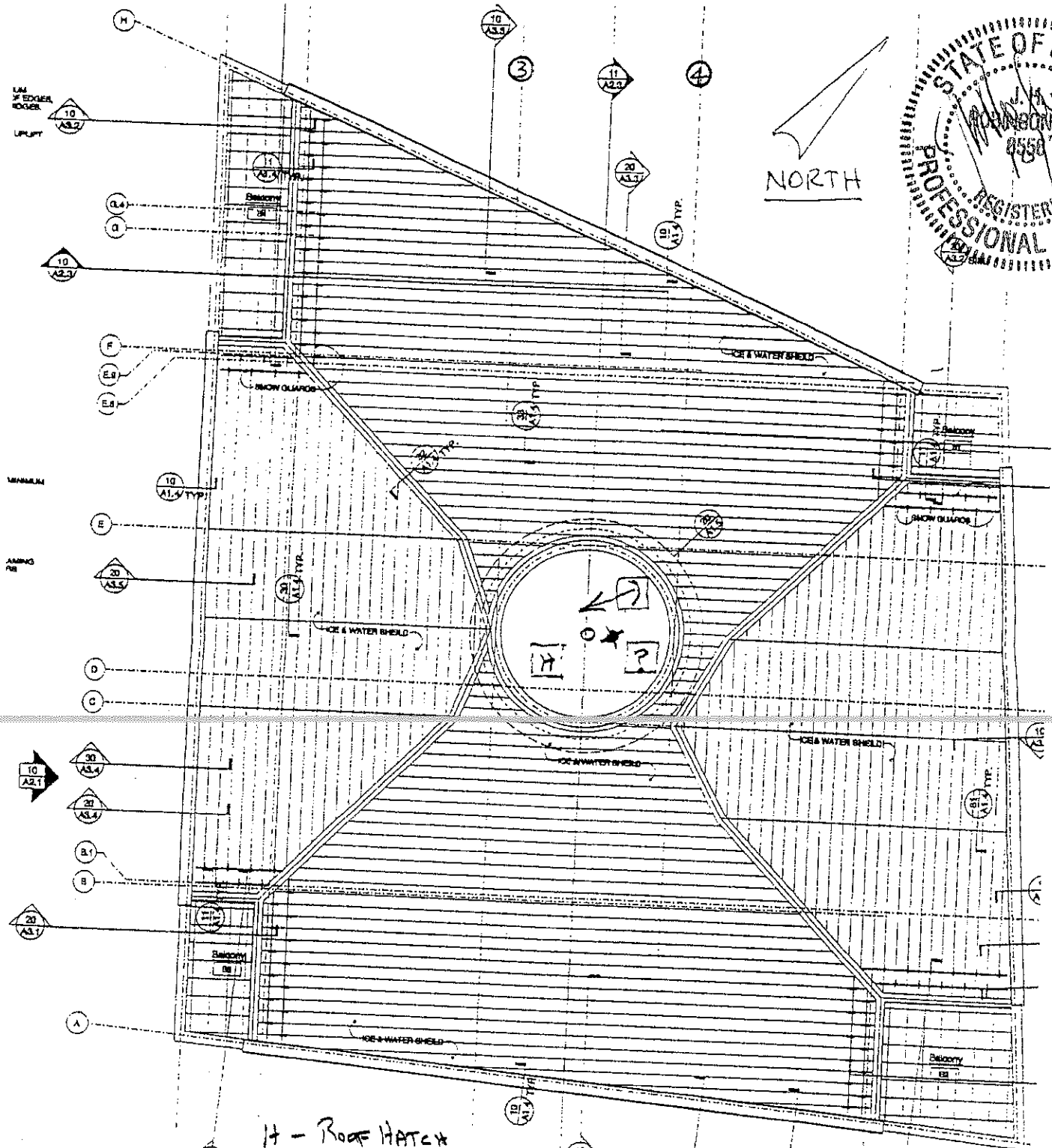
1.2 M ANTENNA

**ROBINSON ASSOCIATES  
CONSULTING ENGINEERS**

JOB MERRILL LYNCH PORTLAND, ME

PREPARED BY GBM DATE 10-02-00

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_



- H - ROOF HATCH
- ? - NEW VENT (INTAKE)
- A) - PROPOSED MNT/DUH

ANTENNA LOCATION PLAN

SHEET NO.

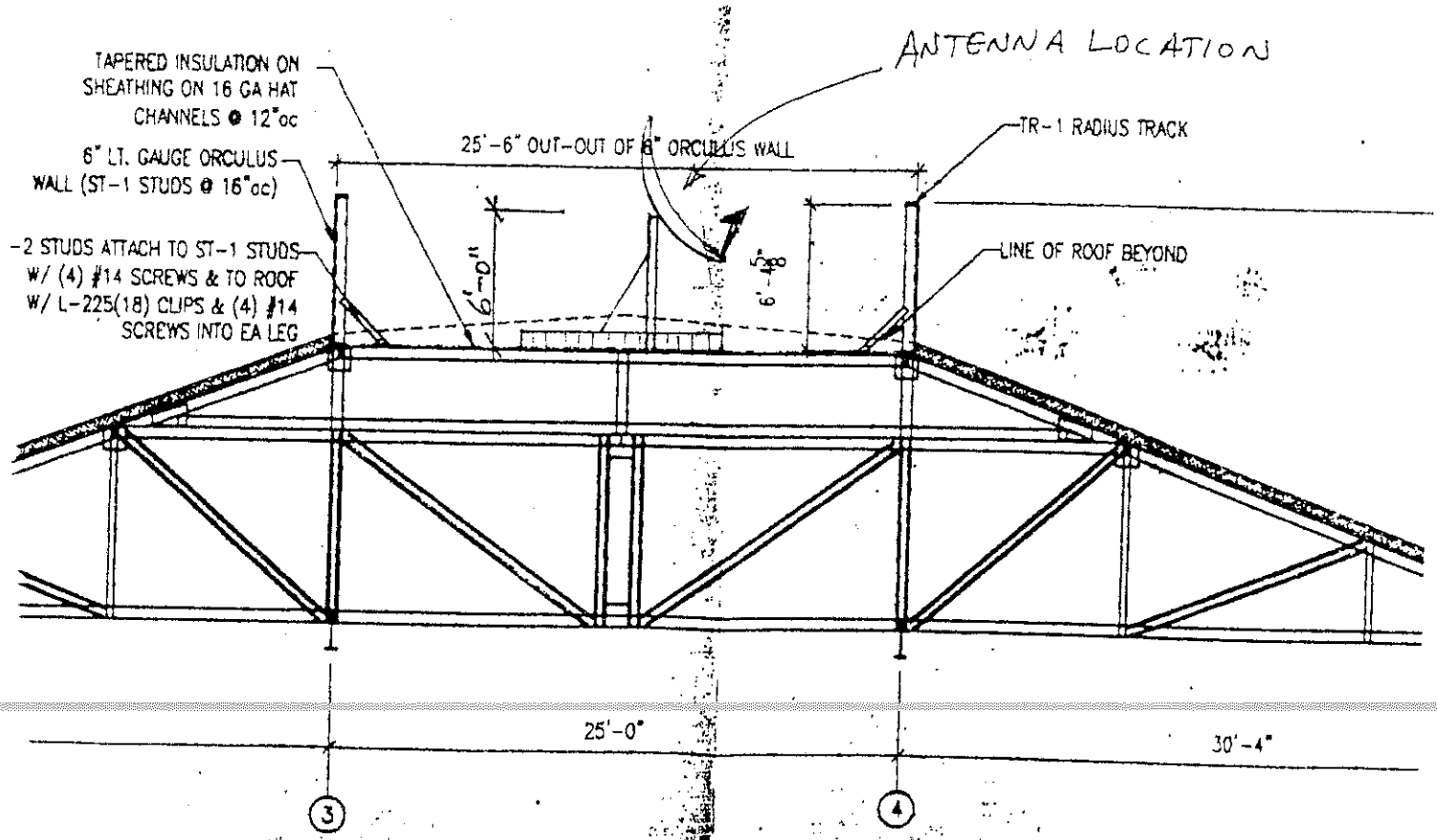
1  
3  
OF

**ROBINSON ASSOCIATES  
CONSULTING ENGINEERS**

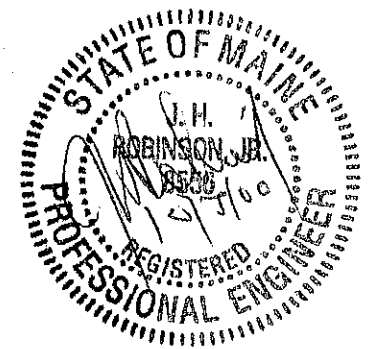
JOB WELLS LIGHT PORTLAND, ME

PREPARED BY LBW DATE 10-2-00

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_



ANTENNA LOCATION ELEVATION



SHEET NO.

2  
OF 3

**ROBINSON ASSOCIATES  
CONSULTING ENGINEERS**

JOB Merrill Lynch Portland, ME

PREPARED BY LSM DATE 10-02-00

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

1.2 m Antenna on RBMM Mount  
(28 Block Ballast)

Antenna and Mount Data:

Antenna and Mount Weight	Wam := 985
Mount Base Width (min.)	b := 5.8
Mount Base Area	Ab := 54
Top of Mast Height	h := 6.0
Antenna Area	Af := 13.6
Antenna Shape Factor	Cf := 1.2
Coefficient of Friction	μ := 0.64

Code Data: Wind - ASCE 7-93

Wind Speed	V := 85
Antenna Height	H := 66
Exposure 'B'	Kz := 0.71
	Gz := 1.37
Importance Factor (Cat. IV)	I := 1.0

Basic Wind Pressure

$q_z = 0.00256 \times K_z \times (I \cdot V)^2$	$qz := 0.00256 \cdot Kz \cdot (I \cdot V)^2$
	qz = 13.13

Wind Force

$F = q_z \times G_z \times C_f \times A_f$	$F := qz \cdot Gz \cdot Cf \cdot Af$
	F = 293.61

Check Sliding

Sr := μ · Wam  
Sr = 630.4

Safetyfactor :=  $\frac{Sr}{F}$

Safetyfactor = 2.15 OK

Check Overturning

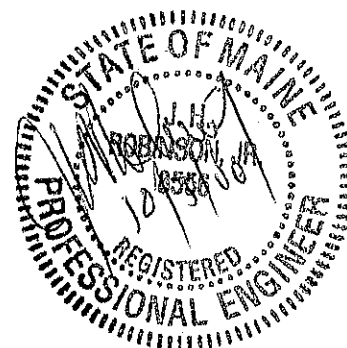
Mo := h · F  
Mo = 1761.68  
Mr := 0.5 · b · Wam  
Mr = 2856.5

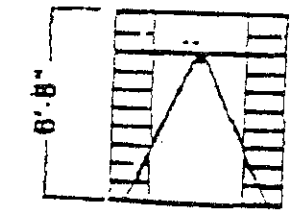
SF :=  $\frac{Mr}{Mo}$

SF = 1.62 > 1.5 OK

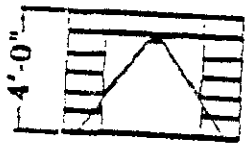
Check Static Pressure

qo :=  $\frac{Wam}{Ab}$  qo = 18.24

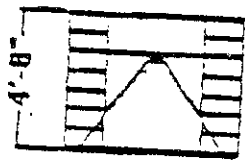




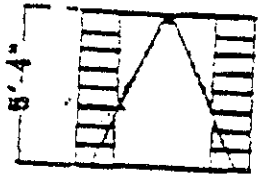
10 BLOCKS



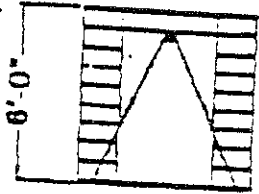
12 BLOCKS



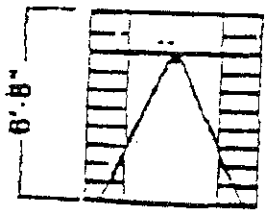
14 BLOCKS



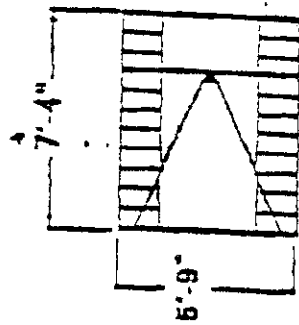
16 BLOCKS



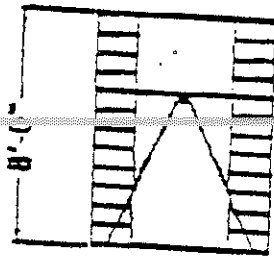
18 BLOCKS



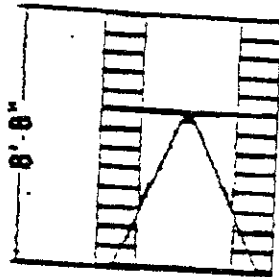
20 BLOCKS



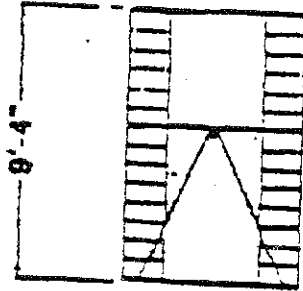
22 BLOCKS



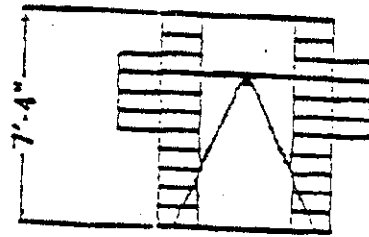
24 BLOCKS



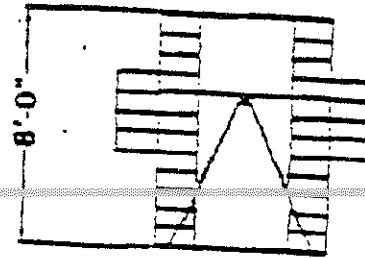
26 BLOCKS



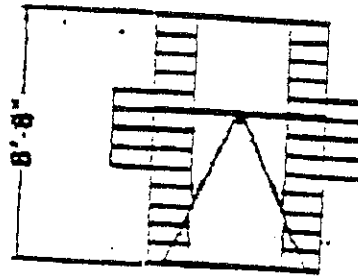
28 BLOCKS



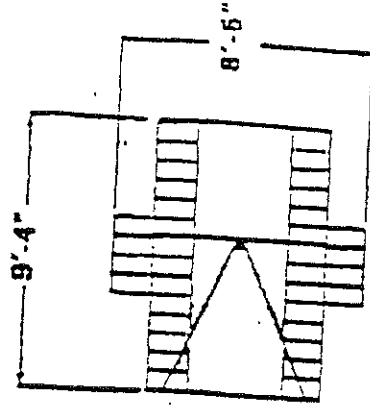
30 BLOCKS



32 BLOCKS



34 BLOCKS



36 BLOCKS

AM-23B CONFIGURATIONS



OCCUPATIONAL MEDICINE

Fallon Healthcare System

Name: John Burns
D.O.B.:
Med. Rec. Site: 008 ID #: 566338

(Check one box):

- 35 Millbury St. Auburn, MA 01501
165 Mill St. Leominster, MA 01453
176 West St. Milford, MA 01757
Saint Vincent Hospital 25 Winthrop St. Worcester, MA 01604
630 Plantation St. Worcester, MA 01605
344 Thompson Rd. Webster, MA 01570
106 E. Main St. Westboro, MA 01581

If checked, this patient missed today's appointment.

Medical Status Report

Exam Date: 10/14/00 Company Name: Communitarian Unit
Onset Date: 8/16/00 Job Title: installer Contact's Phone #:
History of Injury / Illness: Low Back Strain
Diagnosis / Clinical Impression:

X-Ray(s) at this Visit: Yes No If Yes, Types and Findings:
Medication Prescribed at this Visit: Yes No If Yes, List:

Treatment Plan: Back Brace. Advil

Work Activities as of 10,4,00
Can Return to Work With No Limitations.

- Can Return to Work with Activity Modifications.
Lift / Carry Up to 20 lbs.
Push / Pull Up to 20 lbs.
No Climbing or Overhead Work
No Driving or Operating Heavy Equipment
Sedentary Work, Only
Other:

Unable to Perform Any Work Activities TBA
No Exceptions Next Appointment on: / / am pm OR
No follow-up appointment is anticipated.

After hours and weekend care is offered at the Leominster, Milford and Plantation Street addresses listed above.
If seen after hours, please call Occupational Health (see telephone # at top) for a follow-up appointment.

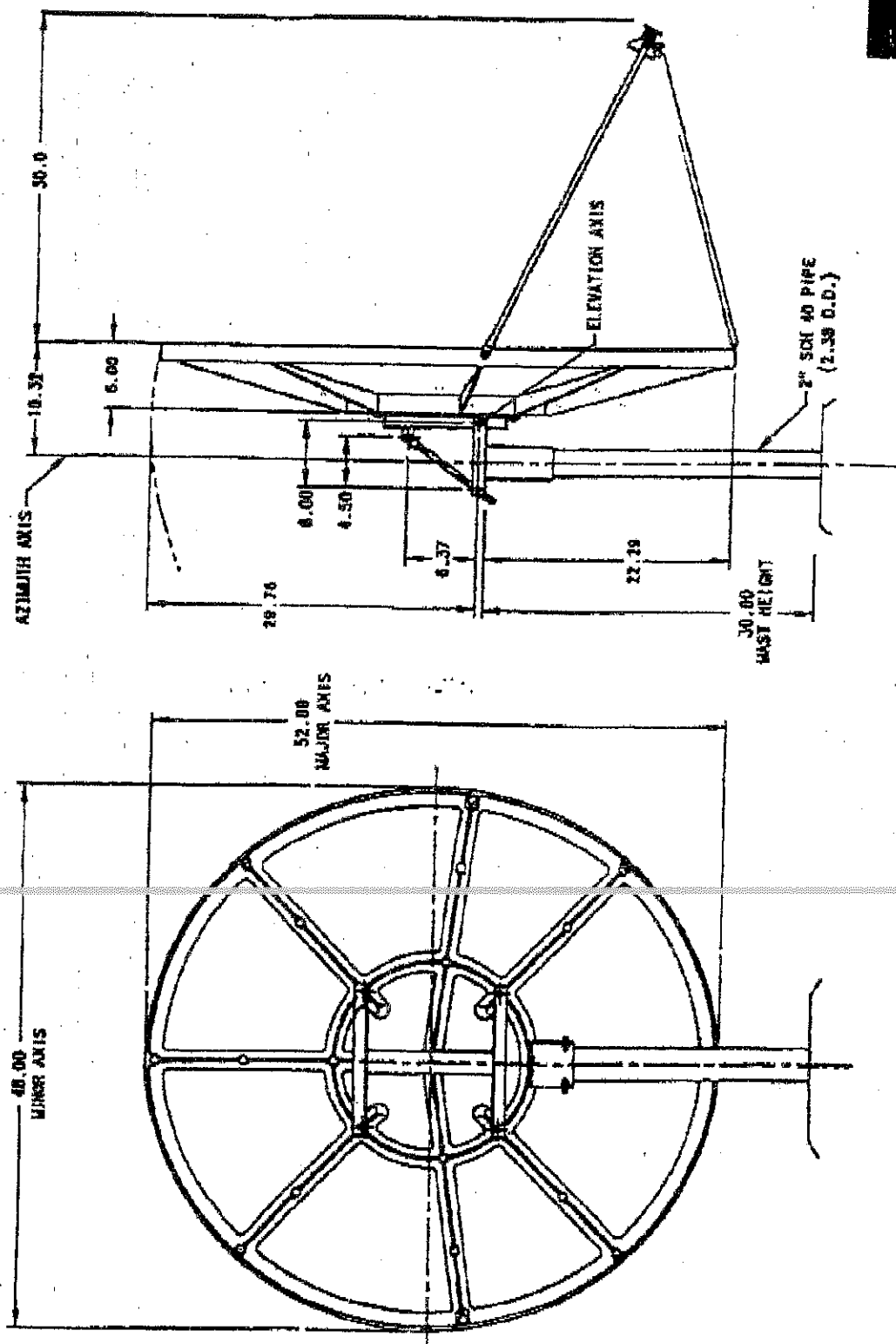
Examiner's Name (please print): John J. Partridge

Examiner's Name (please sign): [Signature]

DISTRIBUTION: 1 (WHITE) -> Employer (by fax) & Medical Record
2 (YELLOW) -> Occupational Health File
3 (PINK) -> Patient

To Company Contact
FAX #: 788-0910
INITIALS:
FAXED:
To Case Manager if applicable
FAX #:
INITIALS:
FAXED:

OM Grn



1.2M OFFSET AZ/EI ANTENNA GEOMETRY  
Ku-BAND RECEIVE-ONLY

# CIANBRO

---

## CORPORATION

## THE CONSTRUCTORS

328 West Commercial Street  
Portland, Maine 04102  
August 3, 1999



Mr. John R. Orcutt  
Orcutt Associates  
81 Bridge Street  
Yarmouth, ME 04096

RE: Harbor View Block - Construction Overview

Dear John:

As Construction Manager for the Harbor View Block Retail Development Project, Cianbro has reviewed the documents submitted to the planning board on July 28, 1999. This "down town" development is an exciting project for us and also brings it challenges since the building occupies the majority of the site. The following is a construction overview:

### SAFETY

Cianbro's No. 1 priority and responsibility is to provide a safe work environment for our employees and we strive for 0 incidents. With over 1,500,000 work hours expended to date this year, we have a Lost Time Incident Rate of 0 and a Recordable Incident Rate of 3.44. We will maintain this same philosophy in the protection of pedestrian and vehicular traffic around the perimeter of the site. Cianbro will coordinate the continuation of the flow of pedestrian and vehicular traffic with the Portland Police and Public Works Department.

Prior to demolishing the existing building, a perimeter site fence will be installed outside of the curb line as noted on your drawing No. CO. Silver and Market streets have an additional sidewalk on the opposite side of the road that can be utilized by the public. Commercial and Fore street have sidewalks on the opposite side of the street however, we believe we can maintain pedestrian traffic through the use of solid barricades that will be positioned where hazards to pedestrian and vehicular traffic exist.

### SEQUENCE OF CONSTRUCTION

As noted in the schedule attached with the submittal, demolition will begin around the last week of August and will have a duration of approximately 3-4 weeks. The concrete apron and sidewalk between Fore street and the existing parking structure will remain as long as practicable for crane and temporary field office access. It is anticipated that building construction will begin with site work around the last week of September followed by pile driving, foundations and steel erection. The completion of

the building shell is scheduled for June 1999 with up to four months of interior fit-up following the shell construction.

#### SITE ACCESS/STAGING

Gated access will be provided to the site at both Silver and Market streets for work south of the existing retaining wall. A gate will be required on the Fore street side for crane and field office access. If Commercial street power lines can be relocated below ground then a gate may be installed there as well.

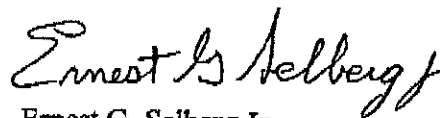
Through proper planning, materials will be coordinated to be off-loaded directly into the project site. Materials requiring staging will be staged at our Portland West Commercial Street Facility or small amounts may be stored at Eric Cianchette's existing parking lot off Fore street. It is anticipated that approximately six parking spaces would be temporarily eliminated. It is also anticipated that the majority of the work force will be transported from our facility or from other remote facilities, therefore eliminating the need for on street spaces for construction personnel.

Due to "curb to curb" construction, temporary blockage of streets will be required. This will occur mainly during the erection of structural steel that is scheduled for mid November through December of this year. The majority of steel can be erected without blocking traffic, however as we get to the bays closest to the streets, the crane will have to move further out. The two most likely locations for the crane to sit is on the Fore street side and the Commercial street side. The power lines will have to be installed below ground for the Commercial street location to work and only partial blockage would be required. On the Fore street location, the crane would sit between the existing retaining wall and would just protrude into the street. Barricades would be installed between the crane and traffic. Complete blockage would take place for the erection of the last bay. Other temporary blockage will take place, mainly on Market & Silver, for off-loading of steel and other sizable materials. Once again, Cianbro will coordinate all of the above with the Portland Police and Public Works Department.

We hope this overview helps clarify the construction process and look forward to refining these issues as the project moves forward. Please call me should you have any questions.

Very truly yours,

CIANBRO CORPORATION



Ernest G. Selberg Jr.  
Project Manager

EGS/egs

c: Linc Denison, Regional, Job File

**From:** Matthew Winch <mwinch@orcutt.com>  
**To:** "Alan B. Holt" <abh@ci.portland.me.us>  
**Date:** Thu, Feb 15, 2080 4:17 PM  
**Subject:** Parapet Height

9/11/00

5:12 PM

Parapet Height

Alan,

The inside height of the parapet at the HarborView Block where the Merrill Lynch Satellite will go is about 6'-6" tall +/- and inch or two. We detailed a kicker at the inside base of the wall to push the satellite dish more to the center helping to obscure its height. As long as Merrill Lynch mounts the satellite dish as they told us it would be, it should not be visible from the ground on Commercial Street or Fore Street.

Hope this addresses your question. Please advise if it does not.

Cheers,  
Matthew Winch

cc: C. Orcutt

Matthew G. Winch  
mwinch@orcutt.com

**CC:** Cynthia Orcutt <corcutt@orcutt.com>



**SPECIFICATIONS  
1.2M KU-BAND RECEIVE ONLY  
OFFSET ANTENNA SYSTEM  
SERIES 1130**

*1130-010-A (1.2m w/HPF & REF PAD)*

**ELECTRICAL**

Effective Aperture	1.2 M	48 in.
Operating Frequency	10.95 - 12.75 GHz	
Midband Gain ( $\pm .5$ dB)	42.0 dBi	
3 dB Beamwidth	1.4°	
Antenna Noise Temperature		
20° elevation	45° K	
30° elevation	43° K	
First Sidelobe (Typical)	-23 dBi	
Cross-Pol Isolation	>30 dB (on axis)	
VSWR	1.3:1 Max.	
Feed Interface	Rectangular WR 75, circular C120 or WC75	

**MECHANICAL**

Reflector Material	Glass Fiber Reinforced Polyester SMC
Antenna Optics	Prime Focus, Offset Feed
Mount Types	Elevation over Azimuth
Elevation Adjustments Range	5° to 60°, Continuous Fine Adjustment
Azimuth Adjustment Range	360° Continuous

**ENVIRONMENTAL PERFORMANCE**

Wind Loading	Operational	45 mph	72 km/h
	Survival	125 mph	201 km/h
Temperature	Operational	-40° to 140° F	-40° to 60° C
	Survival	-50° to 180° F	-46° to 71° C
Atmospheric Conditions	Salt, Pollutants and Contaminants as Encountered in Coastal and Industrial Areas		
Solar Radiation	360 BTU/h/ft <sup>2</sup>		
Shipping Specifications	Weight	100 lbs.	45 kg.

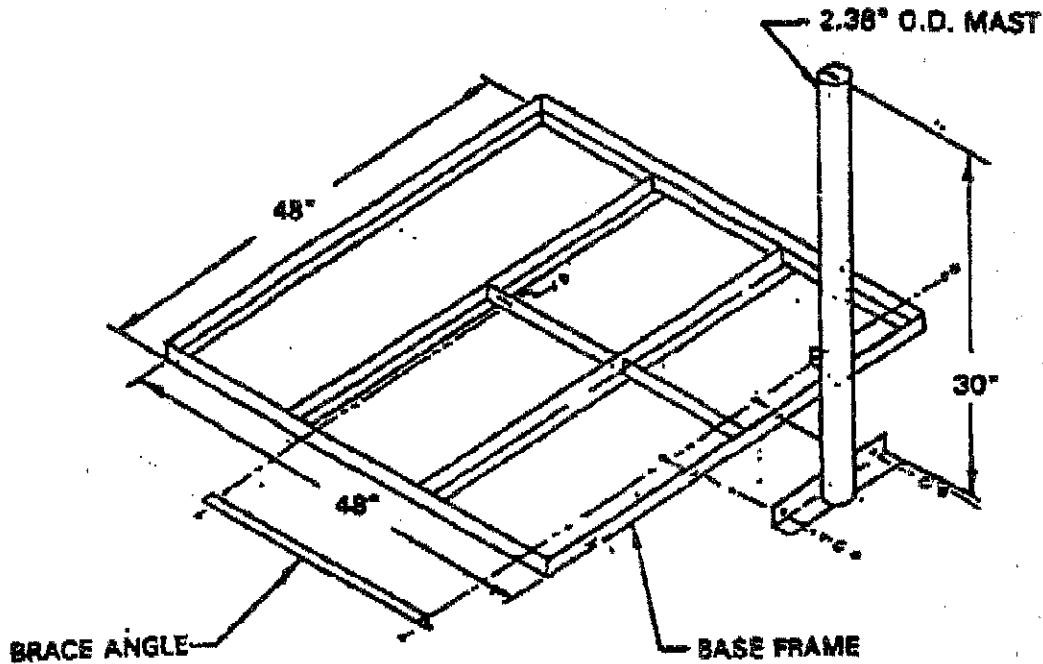
**PRODELIN**

PO Box 368 • 1700 NE Cable Drive • Conover NC 28613 • 704/484-4141 • Fax 704/484-5725

5002-093(01-84) © PRODELIN

TOTAL P.04

# 1.0/1.2M NON-PENETRATING MAST MOUNT



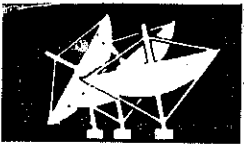
WIND SPEED (MPH)	70	80	85	90	100	110	125
WEIGHT REQUIRED (LBS)	185	240	277	314	370	451	521
# OF BLOCKS @ 25 LBS EA	8	8	9	11	13	17	22
ACTUAL WEIGHT (LBS)	200	250	275	325	375	475	500
DISTRIBUTED LOAD (LBS/FT <sup>2</sup> )	13	18	17	20	23	28	28

WIND SPEED (MPH)	70	80	85	90	100	110	125
WEIGHT REQUIRED (LBS)	272	354	400	482	544	690	870
# OF BLOCKS @ 25 LBS EA	9	12	14	17	20	25	32
ACTUAL WEIGHT (LBS)	275	350	400	475	500	675	875
DISTRIBUTED LOAD (LBS/FT <sup>2</sup> )	17	22	25	30	34	42	55

MAST SIZE ..... 2 1/2 SCHEDULE 40 (2.38" O.D.)

FINISH ..... GALVANIZED

BALLAST ..... 8" X 8" X 16" CONCRETE BLOCK  
 QUANTITY DETERMINED BY LOCATION  
 (SUPPLIED BY CUSTOMER)



**Communications Link Service Corp.**

*Rear 770 Water Street*

*Satellite/Microwave Communication Systems*

*Framingham, MA 01701*

*(508) 788-0909 Fax (508) 788-0910*

October 11, 2000

City of Portland  
Dept. of Planning & Urban Development  
4<sup>th</sup> Floor, City Hall  
Portland, Maine 04101  
Attn: Alan Holt

RE: Merrill Lynch 350 Fore Street satellite antenna installation

Dear Mr. Holt;

Enclosed please find the stamped-engineered drawings that Convergent Media Systems had done. Please be advised that the height of the pole for the antenna is now going to be 6' due to snow pile up on the roof. I wanted to send this along to you as you had approved the previous documents I sent and now the spec has changed a bit.

I do not know if this will now be an issue with the Planning Board – please review the attached package and let me know – Merrill Lynch is hoping for a late October installation.

Thank you for your prompt attention to this and I will be awaiting your approval. If you have any questions please do not hesitate to contact me, I am in the office from 8:00am to 4:30pm.

**Thank you,**  
**Alyssa M. Smith**  
**Communications Link Service Corp.**



**ROBINSON ASSOCIATES**  
**CONSULTING ENGINEERS**

4126 Pleasantdale Road  
Suite 210  
Atlanta, Georgia  
30340

Telephone  
770 448-6627  
Telecopier  
770 448-6425

October 2, 2000

Ms. Dorothy Terrell  
Convergent Media Systems  
3490 Piedmont Rd Ste 800  
Atlanta, Ga 30305

Re: 1.2M Antenna on AM-288 NPMM  
Merrill Lynch  
350 Fore Street  
Portland, ME

Dear Ms. Terrell:

**ROBINSON ASSOCIATES CONSULTING ENGINEERS** has evaluated the use of a 1.2M antenna on AM-288 NPMM with 28 Block Ballast (30 pounds per block) for use in the above referenced project. The loading criteria used for our evaluation is as follows:

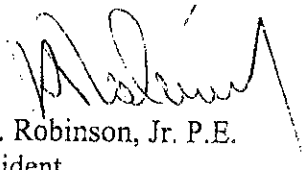
Building Codes:	BOCA 1996, ASCE 7-93
Wind Speed:	85 mph Exposure "B"
Minimum Design Roof Live Load:	20 psf

~~Based on the above criteria this mount will provide adequate safety factors against sliding and against overturning at a height of 60 feet above grade. The mast pipe shall be 6'-0" long. This mount will place a static pressure of less than 20 psf on the roof structure. The antenna and mount should be located as indicated on the "Antenna Location Plan" on page one of the attached calculation sheets.~~

If you have any questions regarding this matter please contact this office.

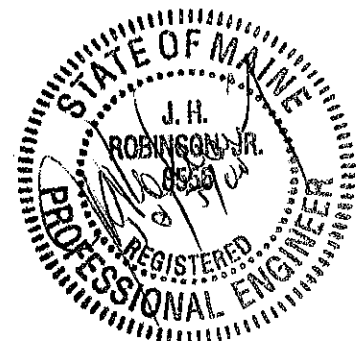
Sincerely,

**ROBINSON ASSOCIATES**  
**CONSULTING ENGINEERS**

  
J. H. Robinson, Jr. P.E.  
President,

JHR/gm

Attachments  
200164.wpd



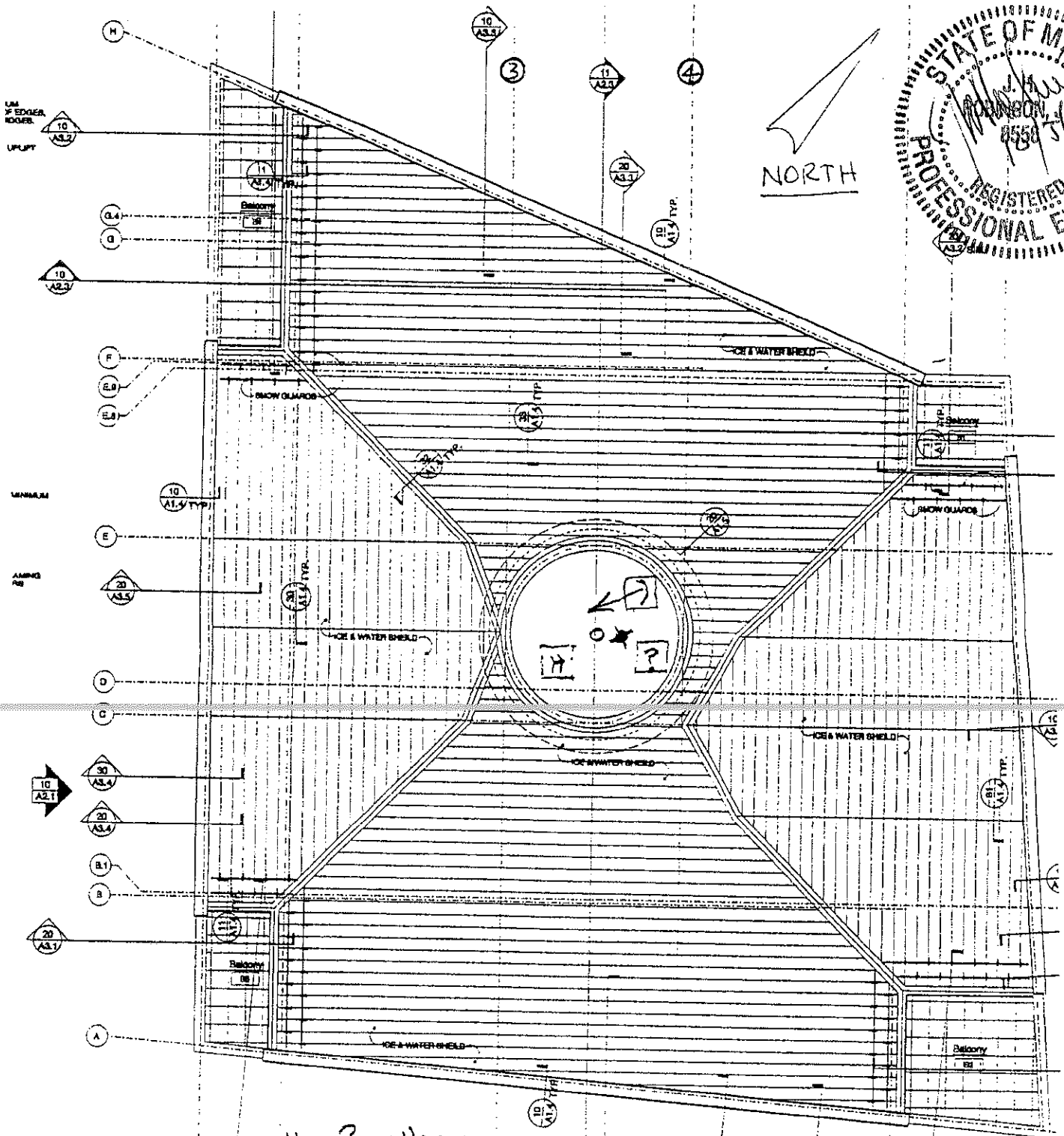
1.2 M ANTENNA

JOB MERRILL LYNCH PORTLAND, ME

PREPARED BY CBM DATE 10-02-00

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

# ROBINSON ASSOCIATES CONSULTING ENGINEERS



- H - ROOF HATCH
- ? - NEW VENT (INTAKE)
- A) - PROPOSED MNT/DUH

ANTENNA LOCATION PLAN

SHEET NO.

1  
3  
OF

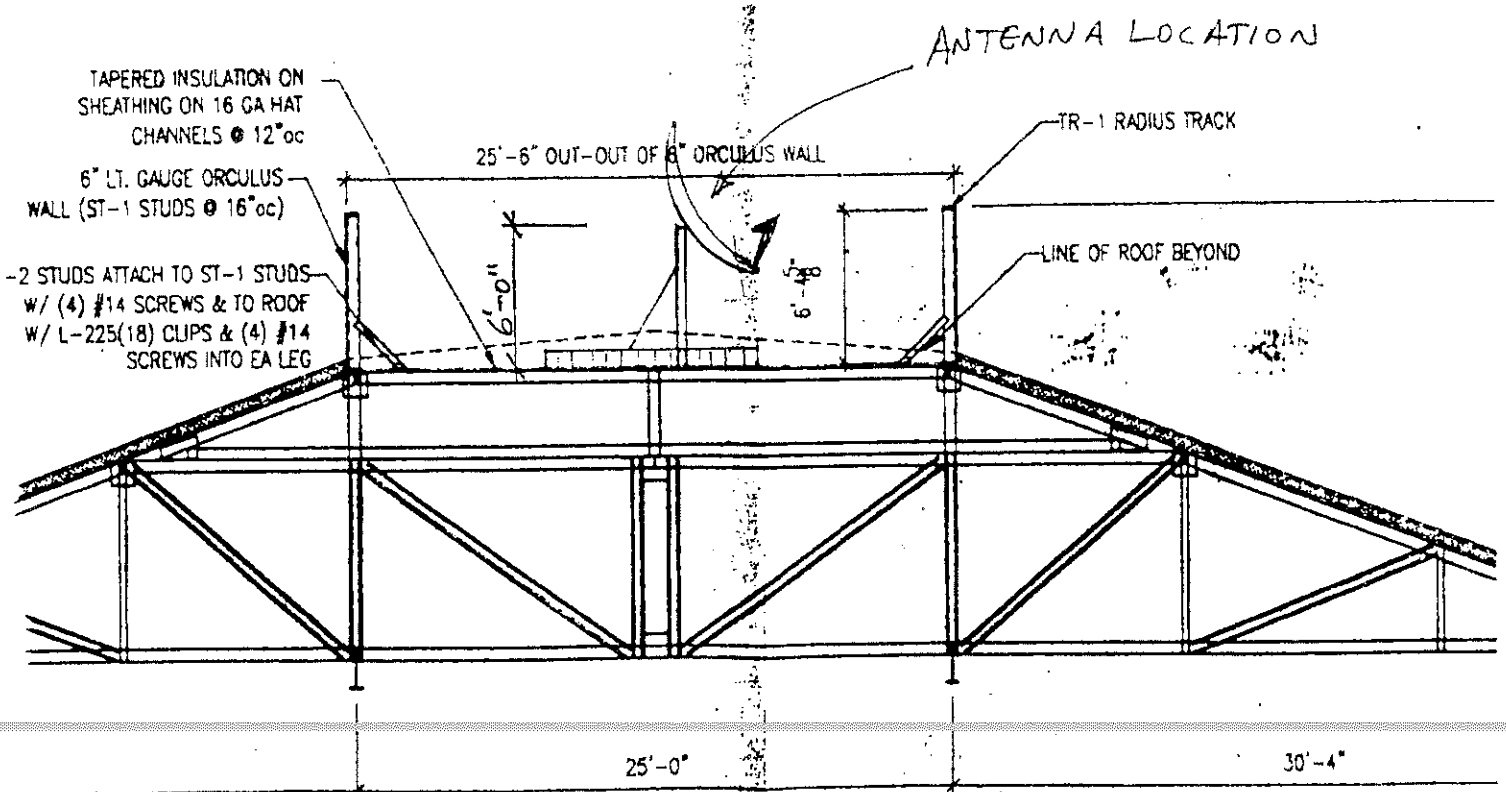
1.2M AM-288 NPM1

JOB MERRILL LYNCH PORTLAND, ME

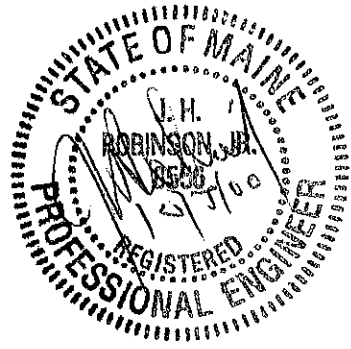
PREPARED BY LRM DATE 10-2-00

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

# ROBINSON ASSOCIATES CONSULTING ENGINEERS



ANTENNA LOCATION ELEVATION



SHEET NO.

2  
3  
OF

# ROBINSON ASSOCIATES CONSULTING ENGINEERS

JOB Merrill Lynch Portland, ME  
 PREPARED BY ECM DATE 10-02-00  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

1.2 m Antenna on RBMM Mount  
(28 Block Ballast)

### Antenna and Mount Data:

Antenna and Mount Weight	$W_{am} := 985$
Mount Base Width (min.)	$b := 5.8$
Mount Base Area	$A_b := 54$
Top of Mast Height	$h := 6.0$
Antenna Area	$A_f := 13.6$
Antenna Shape Factor	$C_f := 1.2$
Coefficient of Friction	$\mu := 0.64$

### Code Data: Wind - ASCE 7-93

Wind Speed	$V := 85$
Antenna Height	$H := 66$
Exposure 'B'	$K_z := 0.71$
	$G_z := 1.37$
Importance Factor (Cat. IV)	$I := 1.0$

### Basic Wind Pressure

$q_z = 0.00256 \cdot K_z \cdot (I \cdot V)^2$	$q_z := 0.00256 \cdot K_z \cdot (I \cdot V)^2$
	$q_z = 13.13$

### Wind Force

$F = q_z \cdot G_z \cdot C_f \cdot A_f$	$F := q_z \cdot G_z \cdot C_f \cdot A_f$
	$F = 293.61$

### Check Sliding

$S_r := \mu \cdot W_{am}$   
 $S_r = 630.4$

Safetyfactor :=  $\frac{S_r}{F}$

Safetyfactor = 2.15 OK

### Check Overturning

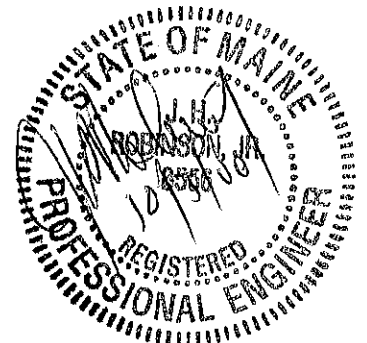
$M_o := h \cdot F$   
 $M_o = 1761.68$   
 $M_r := 0.5 \cdot b \cdot W_{am}$   
 $M_r = 2856.5$

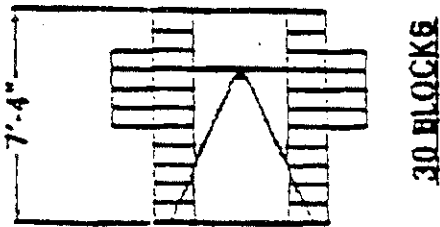
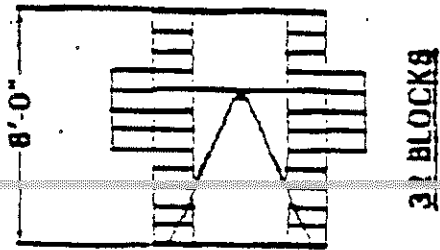
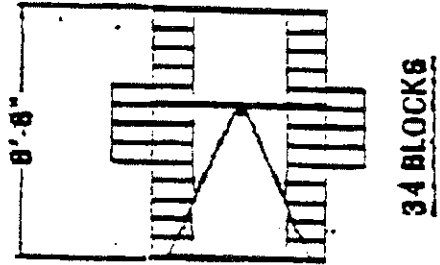
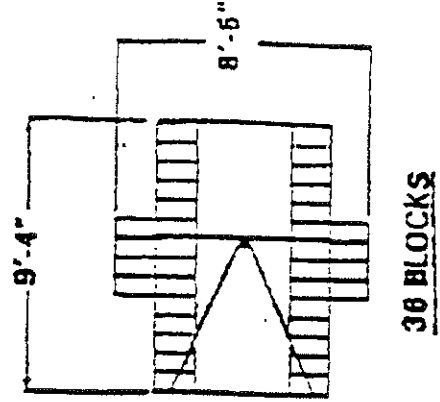
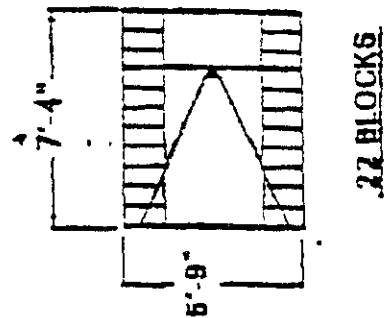
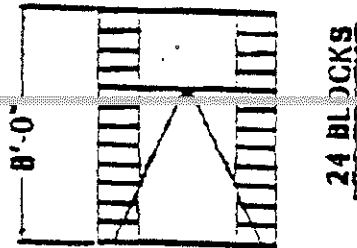
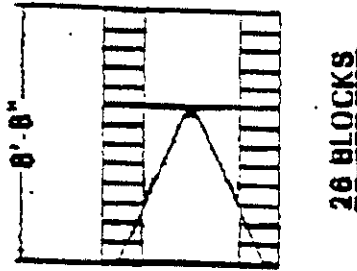
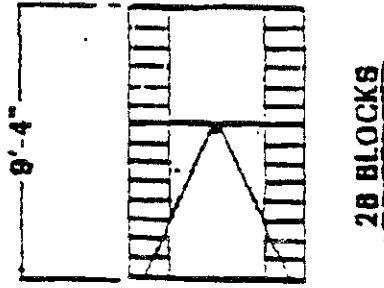
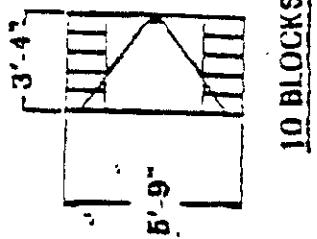
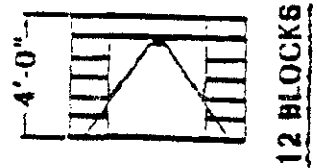
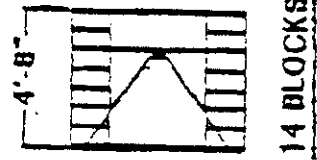
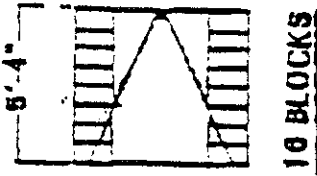
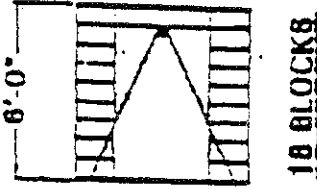
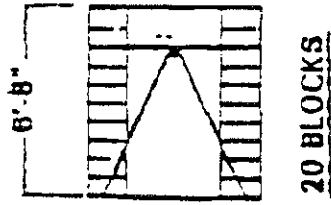
$SF := \frac{M_r}{M_o}$

$SF = 1.62 > 1.5$  OK

### Check Static Pressure

$q_o := \frac{W_{am}}{A_b}$   $q_o = 18.24$





AM-23B CONFIGURATIONS

OCCUPATIONAL MEDICINE

Fallon Healthcare System

Name: John Burns
D.O.B.:
Med. Rec. Site: 008 ID #: 566338

(Check one box:)

- 35 Millbury St. Auburn, MA 01501
165 Mill St. Leominster, MA 01453
176 West St. Milford, MA 01757
Saint Vincent Hospital 25 Winthrop St. Worcester, MA 01604
630 Plantation St. Worcester, MA 01605
344 Thompson Rd. Webster, MA 01570
106 E. Main St. Westboro, MA 01581

If checked, this patient missed today's appointment.

Medical Status Report

Exam Date: 10/14/00 Company Name: Commencement Bank
Onset Date: 8/16/00 Job Title: installer Contact's Phone #:
History of Injury / Illness: Low Back Strain
Diagnosis / Clinical Impression:

X-Ray(s) at this Visit: No If Yes, Types and Findings:
Medication Prescribed at this Visit: No If Yes, List:

Treatment Plan: Back Brace, Advil

Work Activities as of 10,400 Can Return to Work With No Limitations.

- Can Return to Work with Activity Modifications.
Lift / Carry Up to 20 lbs.
Push / Pull Up to 20 lbs.
No Climbing or Overhead Work
No Driving or Operating Heavy Equipment
Sedentary Work, Only
Other:

Unable to Perform Any Work Activities TBA
No Exceptions Next Appointment on: am pm OR
No follow-up appointment is anticipated.

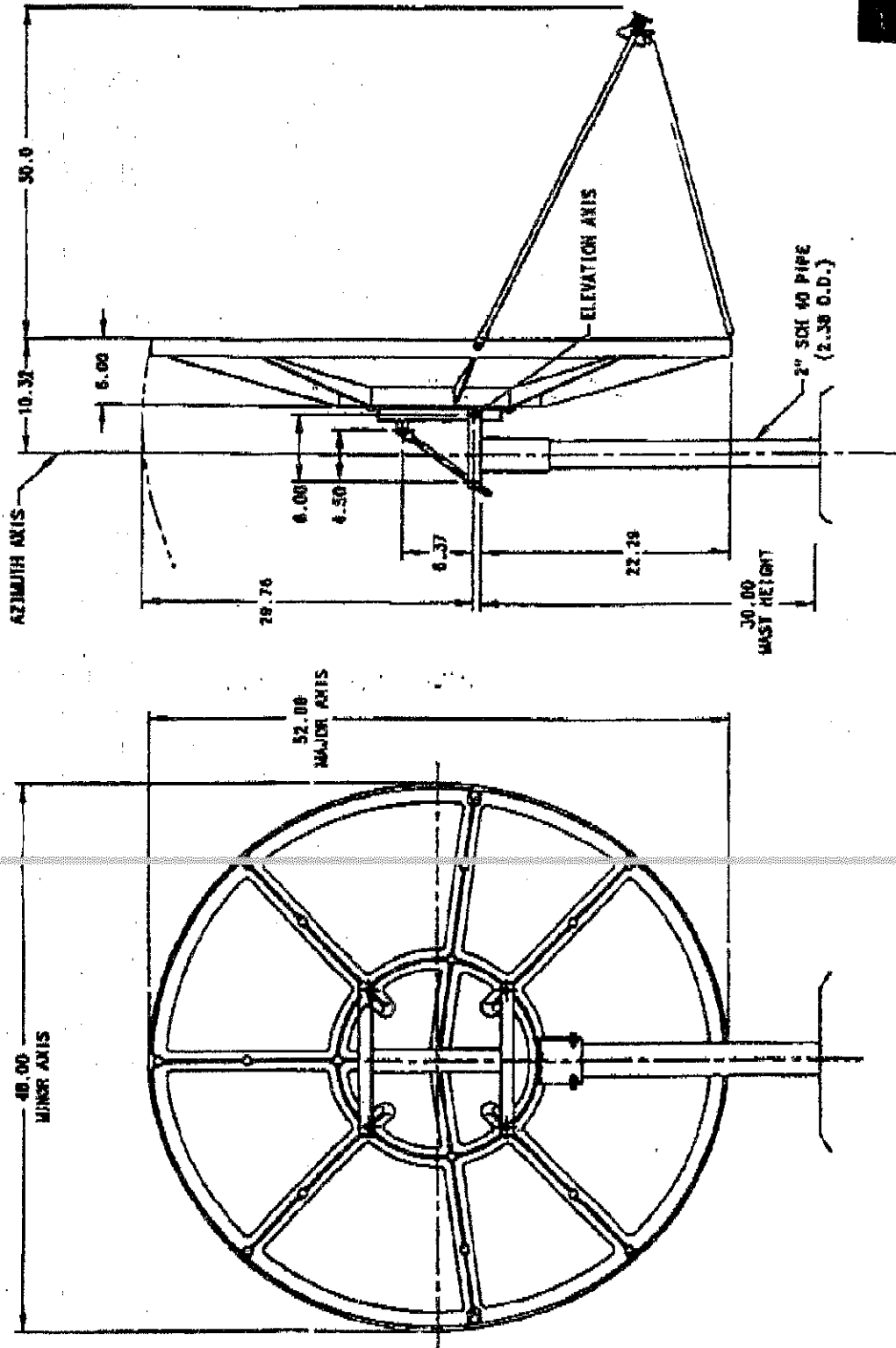
After hours and weekend care is offered at the Leominster, Milford and Plantation Street addresses listed above.
If seen after hours, please call Occupational Health (see telephone # at top) for a follow-up appointment.

Examiner's Name (please print): John J. Pavulonis MD
Examiner's Name (please sign): [Signature]

To Company Contact
FAX #: 788-0910
INITIALS:
FAXED:

DISTRIBUTION: 1 (WHITE) -> Employer (by fax) & Medical Record
2 (YELLOW) -> Occupational Health File
3 (PINK) -> Patient

To Case Manager if applicable
FAX #:
INITIALS:
FAXED:



**1.2M OFFSET AZ/EL ANTENNA GEOMETRY  
Ku-BAND RECEIVE-ONLY**

# City of Portland Planning Department

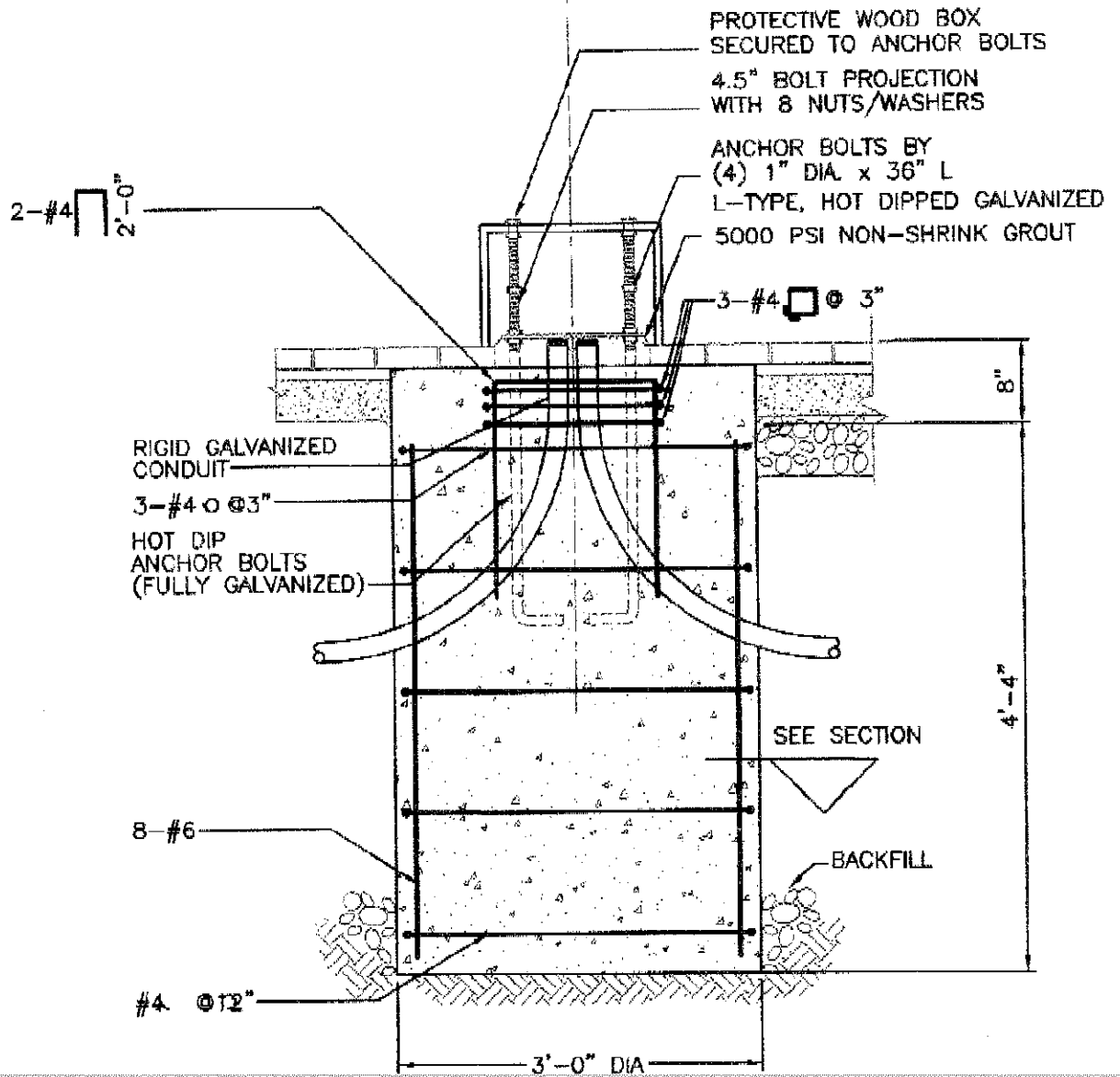
389 Congress Street, 4th Floor  
Portland, ME 04101  
207-874-8721 or 207-874-8719  
Fax: 207-756-8258

## FAX TRANSMISSION COVER SHEET

Date: 8/25/00  
To: TODD MERKLE  
Company: DPW  
Fax #: 874-8816  
From: DEB ANDREWS  
RE: SPECS FOR HARBOR VIEW  
LIGHTS

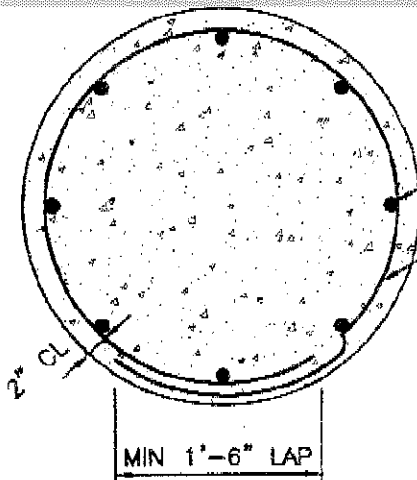
YOU SHOULD RECEIVE \_\_\_\_\_ PAGE(S),  
INCLUDING THIS COVER SHEET.  
IF YOU DO NOT RECEIVE ALL THE PAGES,  
PLEASE CALL 207-874-8721 OR 207-874-8719.





### LIGHT POLE FOUNDATION — SECTION

SCALE: 3/4" = 1'-0"



NEW POLE BASE FOUNDATION CLASS 5 CONCRETE

### SECTION

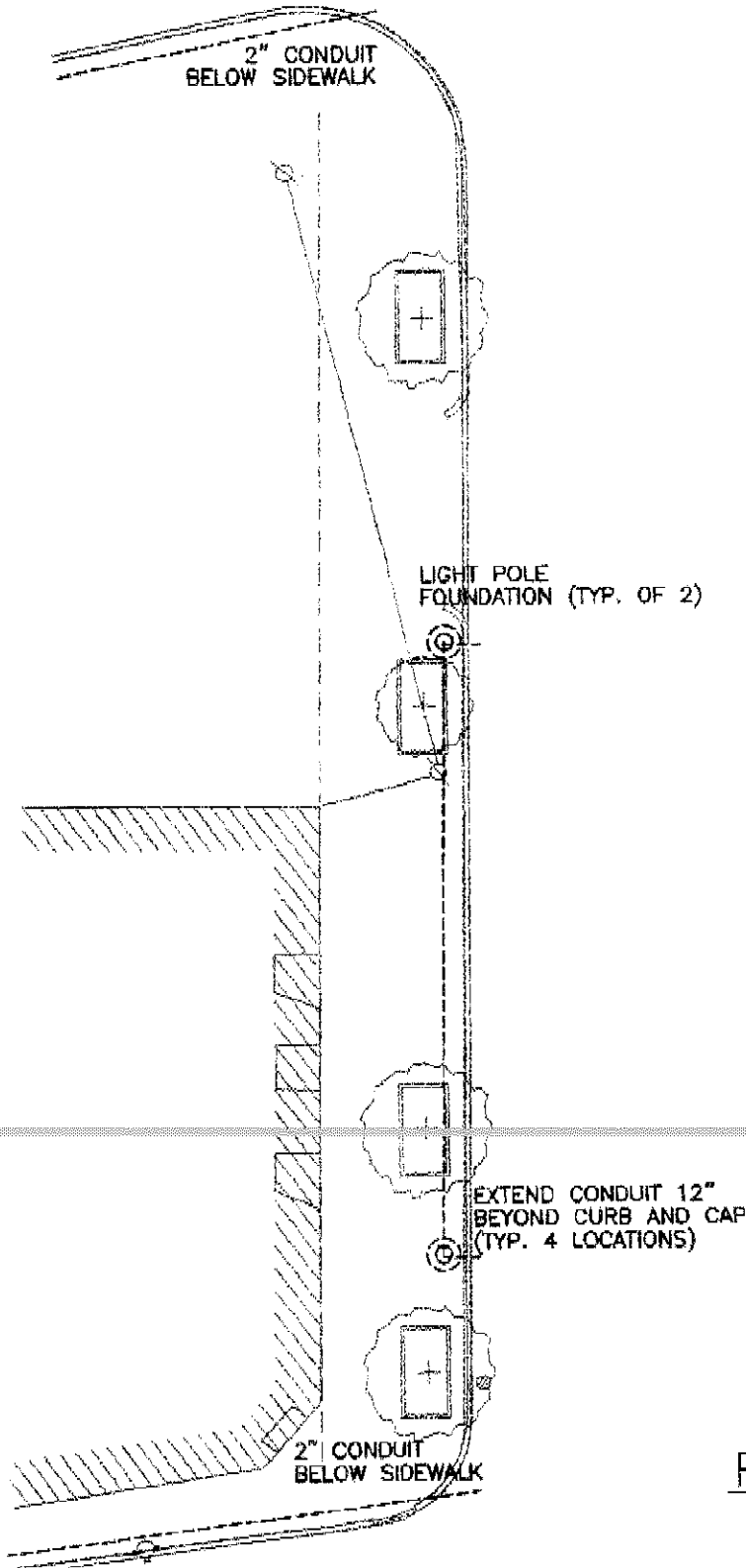
SCALE: 3/4" = 1'-0"

Terrence J. DeWan & Associates, Landscape Architects / Planners

BOOTHBY SQUARE  
Portland, Maine

**Bartlett Design**  
LIGHTING & ELECTRICAL ENGINEERING  
943 WASHINGTON STREET, BATH, ME 04530  
TEL (207) 443-5447 FAX (207) 443-5660

**L3**  
5/16/00



### PARTIAL SITE PLAN

SCALE: 1/16" = 1'- 0"

Terrence J. DeWan & Associates, Landscape Architects / Planners

**Bartlett Design**  
 LIGHTING & ELECTRICAL ENGINEERING  
 942 WASHINGTON STREET, BATH, ME 04530  
 TEL (207) 443-6447 FAX (207) 443-6600

**BOOTHBY SQUARE**  
Portland, Maine

**L1**  
5/16/00

**HARBORVIEW BLOCK**  
Site Plan Review • Portland, Maine

145 COMMERCIAL ST.

July 28, 1999

Submitted by:

E. L. C. Inc.  
42 Market Street  
Portland, Maine 04101  
(207) 774-1000 Fax (207) 774-2946

---

**Project Description  
Zoning Requirements**

**Solid Waste & Utilities**

**Stormwater & Erosion Control**

**Financial & Technical Capacity**

**Right, Title & Interest**

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**Site Plan Review Standards  
- Traffic**

**Site Plan Review Standards**

**B-3 Zone Standards**

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

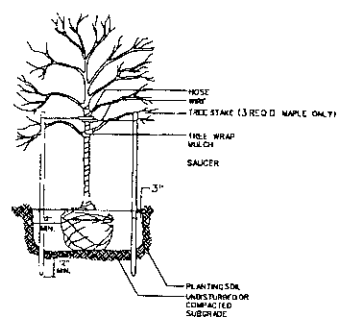
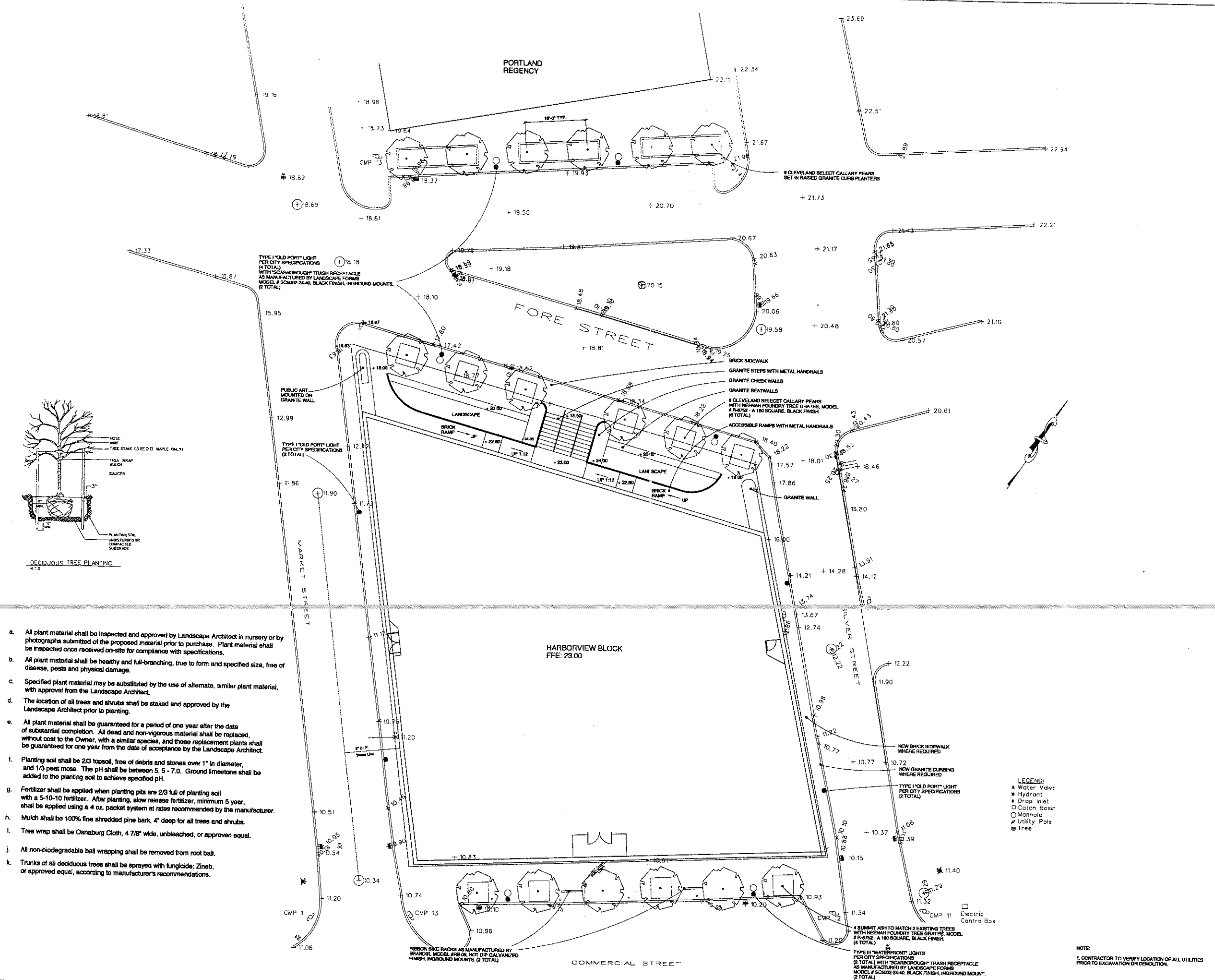
## 14-525(b)(3)(c) Written Statement - Fact Sheet

Project Developer: E. L. C. Inc.  
42 Market Street  
Portland, Maine 04101

Telephone: 207 774-1000  
Fax: 207 774-2946

Project Director: Mr. Eric Cianchette

Estimated Cost of the development:  
4.0 million dollars



- a. All plant material shall be inspected and approved by Landscape Architect in nursery or by photographs submitted of the proposed material prior to purchase. Plant material shall be inspected once received on-site for compliance with specifications.
- b. All plant material shall be healthy and full-branching, true to form and specified size, free of disease, pests and physical damage.
- c. Specified plant material may be substituted by the use of alternate, similar plant material, with approval from the Landscape Architect.
- d. The location of all trees and shrubs shall be staked and approved by the Landscape Architect prior to planting.
- e. All plant material shall be guaranteed for a period of one year after the date of substantial completion. All dead and non-vigorous material shall be replaced, without cost to the Owner, with a similar species, and these replacement plants shall be guaranteed for one year from the date of acceptance by the Landscape Architect.
- f. Planting soil shall be 2/3 topsoil, free of debris and stones over 1" in diameter, and 1/3 peat moss. The pH shall be between 5.5 - 7.0. Ground limestone shall be added to the planting soil to achieve specified pH.
- g. Fertilizer shall be applied when planting pits are 2/3 full of planting soil with a 5-10-10 fertilizer. After planting, slow release fertilizer, minimum 5 year, shall be applied using a 4 oz. packet system at rates recommended by the manufacturer.
- h. Mulch shall be 100% fine shredded pine bark, 4" deep for all trees and shrubs.
- i. Tree wrap shall be Osnaburg Cloth, 4 7/8" wide, unbleached, or approved equal.
- j. All non-biodegradable ball wrapping shall be removed from root ball.
- k. Trunks of all deciduous trees shall be sprayed with fungicide, Zineb, or approved equal, according to manufacturer's recommendations.

- LEGEND:**
- Water Valve
  - Hydrant
  - Drop Inlet
  - Catch Basin
  - Manhole
  - Utility Pole
  - Tree

NOTE:  
1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION OR DEMOLITION.

**NOT FOR CONSTRUCTION**

No	Description	Date

**HarborView Block**  
Portland, ME

Title  
**Site Plan**

Scale: 1" = 10'-0" Date: 7/28/98  
Drawn By: MHR  
Checked By: CPO  
Approved By: CPO  
Project No: 99035.00

DWG NO: **L1**

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(1) Description of proposed use

The proposed development fits inside a City block bordered by Fore, Commercial, Market and Silver Streets, adjacent to the Old Port. The proposed building is a three story structure containing approximately 39,000 SF of both retail and office users.

Entrances to the building will be off Fore, Commercial and Market Streets. The lower level of retail space will be accessed via a direct street-level entrance from Commercial Street. The second level, housing a financial services user, will be accessed via ramped and stepped entrance from Fore Street, facing Boothby Square. A third level of office space will be accessed via a direct street-level lobby and elevator off Market Street.

Attached are the proposed elevations that describe the general materials and height of the proposed building. The building has granite-clad facades at street level with brick above. The color and texture of the granite and brick will match the brick and granite found in the adjacent Armory building (the Portland Regency Hotel).

The building is surrounded by brick sidewalks and granite curbs. The building edge facing Boothby Square is setback from the street edge in a relationship similar to the Armory Building across Fore Street. This increased setback allows for a widening of the pedestrian space of Boothby Square. This setback is discussed in detail in Section 14-526(16)(b)(2).

There are no proposed residential units in this development.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

**Site Zoning:            B-3 Downtown Business Zone with PAD Overlay**

The proposed development contains the following structures and pedestrian amenities:

- an office, financial services and retail building.
- a widened street edge providing seating, street trees, landscaping and lighting fronting Boothby Square.
- three edges of sidewalk with lighting tying into the City sidewalk grid.
- a location for public art facing the Market/Fore Street intersection.

The proposed development satisfies eight of the eleven purposes of this zone, as stated in Section 14-216 Purpose. One exception is item (3), encouragement of increased housing opportunity downtown, as this use does not include a housing component. The other exceptions are items (6), as there are no significant existing structures on this site to be reused and item (11) as no residents will be displaced by this development. The site is currently an unoccupied Bank building and parking deck. All other purposes are clearly met by the proposed project.

Permitted Uses:        General and business offices  
                              Professional offices  
                              Personal services  
                              Retail establishments  
                              ~~Business services~~

PAD overlay zone:    Applicable

At least 75% of the street level frontage of the building has the following uses required in the PAD overlay zone:

Personal services  
Retail establishments  
Banks, financial and other business services with customer services only located in this area.

There is no storage, services entrances, including loading docks, dumpsters and compactors or food preparation areas located on any of the street frontage located in the PAD overlay zone. (Fore and Commercial Streets)




# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-220. Dimensional Requirements.

Min. lot size:	None
Min. street frontage:	15 feet;  The lot has 124.62 feet of frontage on Fore Street. The lot has 123.61 feet of frontage on Commercial Street.
Street wall build-to line:	5 feet;  Additional distance is proposed along Fore Street ; see section 14-526(a)(16)(b)(2)
Min. yard dimensions:	None
Min. lot width:	None
Max. length of blank wall:	15 feet (PAD overlay zone)  There are no proposed blank walls. This building has articulated granite and window walls facing Fore and Commercial Streets. The granite pilasters are 2 feet wide with 8 foot window openings. The arched, recessed openings at the entrances on each street are 16 feet in width.
Max. lot coverage:	100 percent
Min. building height:	35 feet  Average building height on Fore Street is 36'-0" Average building height on Commercial Street is 43'-0" Average building height on Market Street is 39'-6" Average building height on Commercial Street is 38'-6"
Max. building height:	125 feet

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-221. Other requirements and standards.

Downtown urban design guidelines: applicable; The design of the articulated brick and granite building façade, direct street level entrances, creation of a widened pedestrian activity area facing Boothby Square, sidewalk design, planting, lighting, seating, building form, scale and massing have all been designed in response to the Downtown Urban Design Guidelines.

The increased setback of the building facing Fore Street will have a positive shadow impact on Boothby Square. The building does not adversely affect wind patterns, which currently run along Silver and Market Streets. These patterns will continue and pedestrian spaces have been placed along Fore and Commercial Street, in areas of less intense wind activity.

Items VI., VII., and VIII are not applicable.

The applicant has requested a condition of approval that allows for the future review of signage. Awnings are proposed along the Commercial Street façade, continuing the line of street level awnings along this street edge.

---

Off-street parking and loading:	applicable; off-street parking in nearby parking lot on opposite corner of Boothby Square, off Fore Street at Pearl Street.
Signs:	Request a condition of approval that allows for the future review of building and tenant signage.
Exterior storage:	There is no exterior storage.
Storage of vehicles:	No unregistered vehicles shall be stored outside for a period in excess of thirty days.
Shoreland and flood plain regs.:	not applicable.
Downtown arts program:	not applicable.
Relocation of displaced residents:	not applicable.
Historic resources:	applicable; the Portland Historic Preservation Committee is currently reviewing the project.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-221.1. External effects.

- Enclosed structure: All uses shall be operated within a completely enclosed structure.
- Noise: All noise levels generated by the use will be within acceptable ranges.
- Vibration: Vibration inherently and recurrently generated shall be imperceptible at lot boundaries.
- Heat: Heat shall be imperceptible at lot boundaries. There will be no heating elements located within sidewalk paving.
- Glare, radiation or fumes: Glare, radiation or fumes shall be imperceptible at lot boundaries.
- Smoke: Smoke shall not be emitted at a density in excess of classified levels.
- Materials or waste: No materials or wastes shall be deposited in such a manner that they may be transferred beyond the lot boundary by natural causes or forces. All materials which might cause fumes or dust, or constitute a fire hazard shall be in closed containers. No area will attract large numbers of birds, rodents or insects.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(2) Total land area calculations

Total land area of the site: 15,876 SF

Total floor area: 39,020 SF

Total ground coverage of proposed buildings: 85.41 %

Total ground coverage of paved area and buildings: 97.25 %

## 14-525(b)(3)(c)(3) Summary of easements

No new easements or burdens will be placed on this property.





HarborView Block  
FORE STREET ELEVATION

HarborView Block  
Existing Site Photos

*Orcutt*  
*Associates*

*81 Bridge Street*  
*Yarmouth, ME 04096*

*Telephone 207 846 7702*  
*Facsimile 207 846 5107*

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(4) Solid waste

Please refer to the attached letter from the applicant indicating their intention to use Trioano Waste for solid waste handling. All solid waste for the development will be deposited in a trash room located on the lower level adjacent to the elevator. Trioano Waste will pick up the trash on a regular basis.

***E.L.C. Inc.  
42 Market St.  
Portland, ME 04101  
207-774-1000  
Fax 207-774-2946***

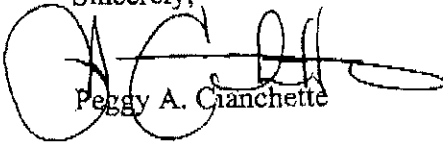
July 27, 1999

Cynthia Orcutt  
Orcutt Assoc.

Cynthia,

This letter is to inform you that we shall be entering a waste management contract with Trioano Waste. They currently handle all of our commercial needs intown and will handle this building in addition.

Sincerely,

  
Peggy A. Cianchette

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(5) Off-site facilities

### Utilities

Utilities for the project are located in the adjacent street and are readily accessible. It is anticipated that electrical, telephone, gas and water will be required for the project. The water service will include a line dedicated for a sprinkler system. The Portland Water District has indicated there is adequate pressure in the 12" line in Commercial Street to service the project.

### Sanitary Sewer

The existing sanitary sewer connection will be revised, upgraded if required, and connected to the public sanitary sewer. This work will be coordinated with the Portland Public Works Department.

Two fire hydrants are located along Commercial Street across the street from the development on Market and Silver Streets.



# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(6) Stormwater management plan

### Existing (Pre Development)

Existing surface drainage is by overland flow to existing catch basins in the street and within the site.

Fore Street is the high point of the site with water moving downhill along Market and Silver Streets towards Commercial Street. Catch basins exist at the lower end of Silver and Market Streets and two catch basins are along Commercial Street. All surface drainage will continue to flow towards these existing catch basins.

All water from the pitched roof of the building will flow onto the upper level roof decks. Water will be collected on these decks in roof drains and flow through internal drainage to the storm drain system. No water from the roof will fall onto the public way.

### Proposed (Post Development)

Proposed surface drainage will not increase run off from the existing site as the existing site is 99.4% impervious surface. The proposed site will be 97.25% impervious surface.

### Discussion

The site is downtown urban development that is fully developed. Currently it is essentially 100% impervious surface composed of the following:

#### Pre Development

Pavement	.285 Acres
Flower Bed	.001 Acres
Building	<u>.074 Acres</u>
	.36 Acres

#### Post Development

<u>Area 1</u>	
Pavement	.039 Acres
Flower Bed	.014 Acres
Building	<u>.311 Acres</u>
	.36 Acres

As can be readily seen, since the run off coefficient for roofs and pavement is the same, there will be no overall increase in the total peak runoff.

Once the location of the roof drains is finalized, if necessary, the civil engineering consultants DeLuca Hoffman, can precisely quantify the pre and post development runoff. However, because the quantities are small and the area is fully developed, it may be satisfactory by inspection.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(7) Construction plan

### Construction Schedule

Please refer to the attached Construction Plan submitted by Cianbro Corporation, the Construction Managers for the development. The following is the general anticipated sequence of construction for the proposed development:

Summer 1999	Obtain necessary permits
Fall 1999	Begin construction
Summer 2000	Occupancy of Harborview Block

### Erosion and Sediment Control

The land is currently fully developed. The site currently houses an unoccupied bank building, and two levels of parking. Essentially, it is 100% impervious surface.

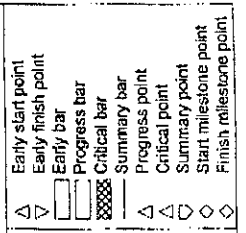
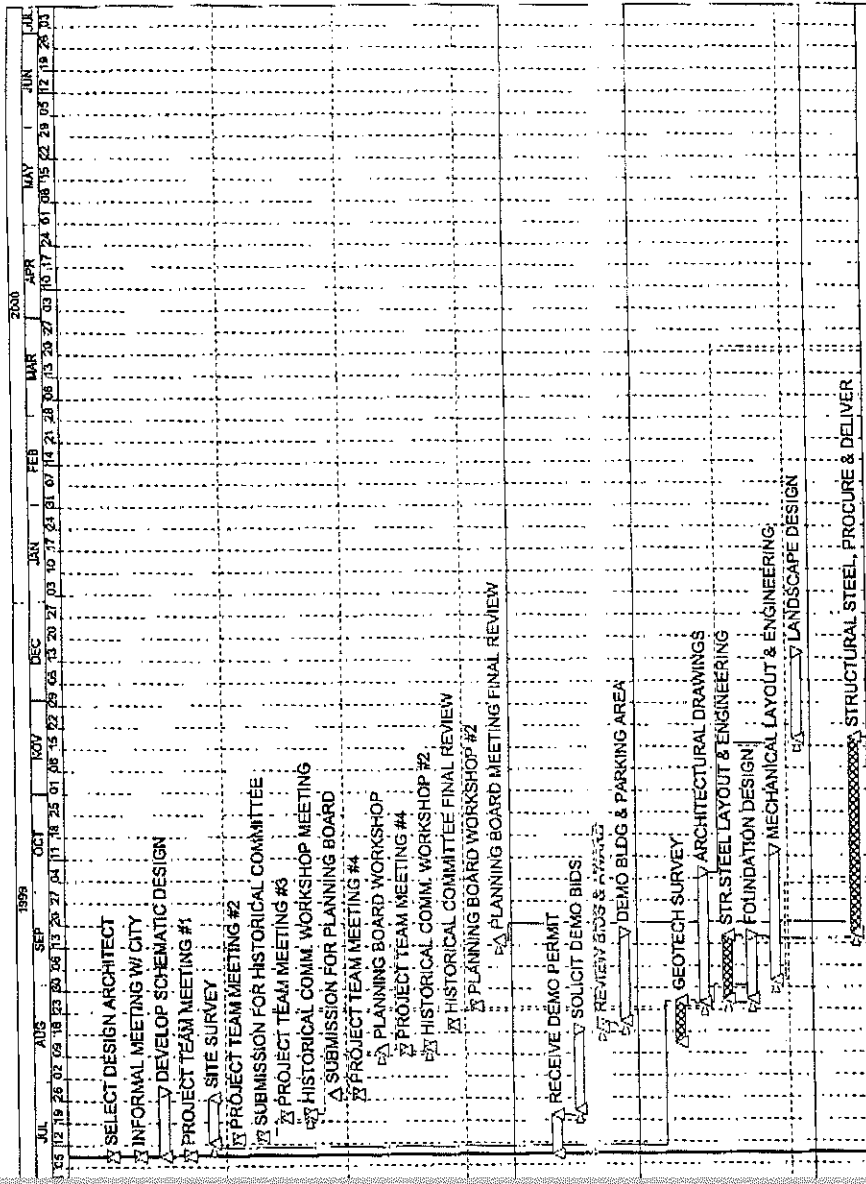
At this time, the owner is evaluating geotechnical proposals and no borings are available. The underlying soils are compacted urban soils; most likely imported fill from the filling of the Commercial Street area in the 1860's. The Contractor is anticipating a pile design for foundation stability.

Prior to final design a geotechnical program will be undertaken to determine the underlying soils and their characteristics.

For erosion and sediment control, the only time the site will be vulnerable is when the building is demolished and the pavement is stripped. During this time, a silt fence along the lower Commercial Street edge and along the Market and Silver Street edges will be installed. After that time, piles will be driven, the site stabilized and there should be no transport of soil particles. The silt fence will remain in place until the site is stabilized.

## 14-525(b)(3)(c)(8) State and federal approvals

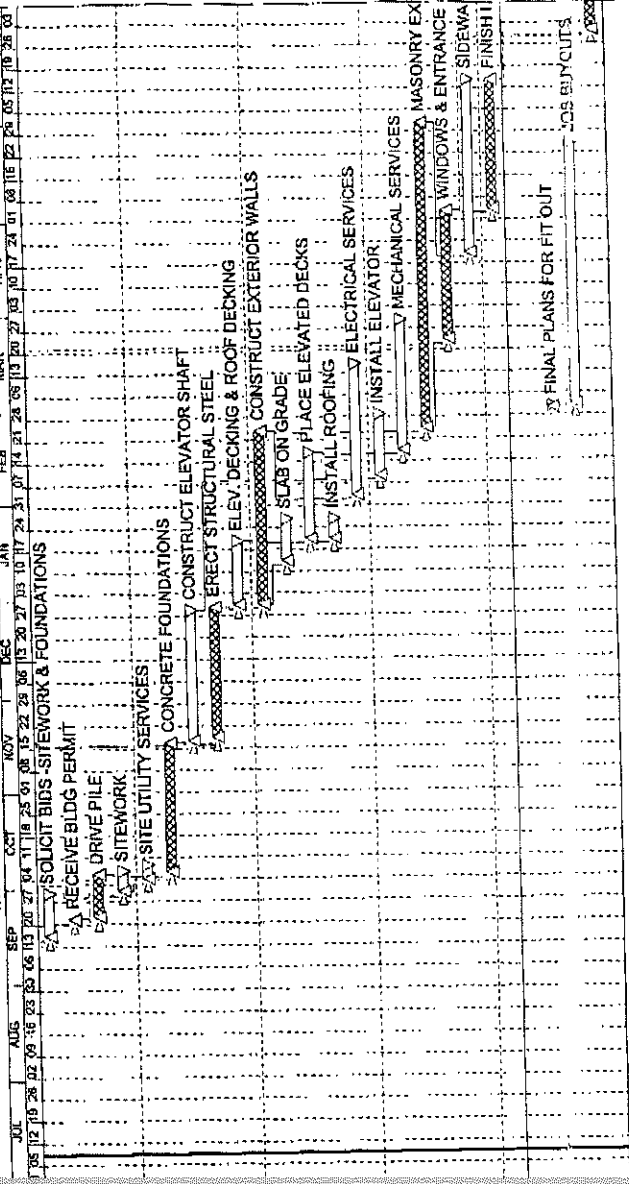
There are no state or federal approvals required for the construction or occupancy of the proposed development.



Act ID	Activity Description	Orig Dur	Early Start	Early Finish
<b>PERMIT &amp; SCHEMATIC DESIGN PHASE</b>				
1000	SELECT DESIGN ARCHITECT	1d	08JUL99	08JUL99
1010	INFORMAL MEETING W/ CITY	1d	08JUL99*	08JUL99
1040	DEVELOP SCHEMATIC DESIGN	15d	08JUL99	28JUL99
1040	PROJECT TEAM MEETING #1	1d	08JUL99*	08JUL99
1100	SITE SURVEY	10d	12JUL99 A	28JUL99 A
1120	PROJECT TEAM MEETING #2	1d	13JUL99*	13JUL99
1020	SUBMISSION FOR HISTORICAL	1d	14JUL99*	14JUL99
1050	PROJECT TEAM MEETING #3	1d	20JUL99*	20JUL99
1050	HISTORICAL COMM. WORKSHOP MEETING	1d	21JUL99*	21JUL99
1030	SUBMISSION FOR PLANNING BOARD	1d	27JUL99*	27JUL99
1130	PROJECT TEAM MEETING #4	1d	27JUL99*	27JUL99
1070	PLANNING BOARD WORKSHOP	1d	10AUG99*	10AUG99
1140	PROJECT TEAM MEETING #4	1d	10AUG99*	10AUG99
1060	HISTORICAL COMM. WORKSHOP #2	1d	11AUG99*	11AUG99
1065	HISTORICAL COMMITTEE FINAL REVIEW	1d	18AUG99*	18AUG99
1050	PLANNING BOARD WORKSHOP #2	1d	24AUG99*	24AUG99
1080	PLANNING BOARD MEETING FINAL REVIEW	1d	14SEP99*	14SEP99
<b>DEMO EXISTING BLDG</b>				
1170	RECEIVE DEMO PERMIT	10d	08JUL99 A	20JUL99 A
1155	SOLICIT DEMO BIDS	18d	22JUL99	16AUG99
1190	REVIEW BIDS & AWARD	2d	17AUG99	18AUG99
1200	DEMO BLDG & PARKING AREA	21d	19AUG99	16SEP99
<b>DESIGN &amp; ENGINEERING</b>				
1210	GEOTECH SURVEY	10d	12AUG99*	25AUG99
1230	ARCHITECTURAL DRAWINGS	30d	25AUG99*	06OCT99
1270	STR STEEL LAYOUT & ENGINEERING	15d	28AUG99	15SEP99
1280	FOUNDATION DESIGN	15d	28AUG99*	15SEP99
1250	MECHANICAL LAYOUT & ENGINEERING	30d	01SEP99*	12OCT99
1260	LANDSCAPE DESIGN	20d	17NOV99	14DEC99
<b>CONSTRUCTION</b>				
1320	STRUCTURAL STEEL, PROCURE &	1	18SEP99	17NOV99

Start date	08JUL99
Finish date	31OCT00
Data date	08JUL99
Run date	26JUL99
Page number	1A

ELC MANAGEMENT CO.  
FORE STREET OFFICE/RETAIL DEVELOPMEN



Act ID	Activity Description	Orig Dur	Early Start	Early Finish
1450	SOLICIT BIDS - SITEWORK & FOUNDATIONS	10d	16SEP99	26SEP99
1180	RECEIVE BLDG PERMIT	1d	21SEP99	21SEP99
1300	DRIVE PILE	10d	22SEP99	02OCT99
1290	SITEWORK	5d	30SEP99	06OCT99
1330	SITE UTILITY SERVICES	5d	04OCT99	09OCT99
1310	CONCRETE FOUNDATIONS	30d	06OCT99	16NOV99
1490	CONSTRUCT ELEVATOR SHAFT	30d	17NOV99	28DEC99
1340	ERECT STRUCTURAL STEEL	30d	18NOV99	29DEC99
1360	ELEV. DECKING & ROOF DECKING	15d	30DEC99	15JAN00
1380	CONSTRUCT EXTERIOR WALLS	40d	30DEC99	23FEB00
1370	SLAB ON GRADE	10d	13JAN00	25JAN00
1400	PLACE ELEVATED DECKS	20d	20JAN00	16FEB00
1500	INSTALL ROOFING	5d	20JAN00	26JAN00
1480	ELECTRICAL SERVICES	30d	03FEB00	15MAR00
1510	INSTALL ELEVATOR	14d	09FEB00	28FEB00
1390	MECHANICAL SERVICES	30d	17FEB00	28MAR00
1410	MASONRY EXTERIOR WORK	70d	24FEB00	31MAY00
1430	WINDOWS & ENTRANCES, PROCURE & SIDEWALKS & LANDSCAPE	30d	23MAR00	03MAY00
1420	FINISH INTERIOR PERIM. WALLS	40d	20APR00	14JUN00
	<b>TENANT FIT OUT</b>			
1460	FINAL PLANS FOR FIT OUT	16d	01MAR00	26MAR00
1470	JOB BUYOUTS	80d	02MAR00	24MAY00
1440	INTERIOR FIT OUT	87d	30JUN00	31OCT00

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(9) Financial and technical capacity

### *Financial capacity*

Please refer to the attached letter from a responsible financial institution stating their consideration to finance the planned development, when approved.

### *Technical capacity*

The applicant has hired the following professionals to assist in the design and construction of the planned development:

Architect: Orcutt Associates, PA  
81 Bridge Street  
Yarmouth, Maine 04096  
telephone: 207 846-7702  
fax: 207 846-5107  
e-mail: jorcutt@orcutt.com  
contact: Mr. John R. Orcutt

Orcutt Associates provides high-quality, architectural, site design, planning and interior design services. The design philosophy of Orcutt Associates incorporates the view that each project is part of a larger context; a continuation of the culture and the heritage of that place. Their work is distinguished by a careful understanding of specific local or regional characteristics which can be incorporated into the design solution to ensure a proper "fit" for a given local.

Current work in the firm includes: the Bath and Waldo County YMCAs in Bath and Belfast, Maine, the Williamson Center for the Arts in Fairfield, Maine and the Maine Coastal Ecology Center at the Wells Estuarine Reserve in Wells, Maine. Previous work in the City of Portland includes the Portland Public Market, the Ronald McDonald House, One Portland Square and plans for the Eastern Point development on the Crosby-Laughlin site at the base of India Street.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(9) Financial and technical capacity - continued

### Landscape Architect:

Orcutt Associates, PA  
Yarmouth, Maine  
contact: Cynthia Plank Orcutt, ASLA

### Civil Engineer:

DeLuca-Hoffman Associates  
South Portland, Maine  
telephone: 207 775-1121  
fax: 207 879-0896  
contact: Mr. Mike DeLuca, P.E.

### Traffic Engineer:

DeLuca-Hoffman Associates  
South Portland, Maine  
telephone: 207 775-1121  
fax: 207 879-0896  
contact: Mr. Peter Hedrick, P.E., P.T.O.E.

### Structural Engineer:

Swift Engineering  
331 Main Street  
Norway, Maine  
telephone: 743-5885  
fax: 743-9525  
contact: Mr. Robert W. Swift, P.E.

### Mechanical and Electrical Engineer:

Bennett Engineering  
Freeport, Maine  
telephone: 207 865-9475  
fax: 207 865-1800  
contact: Mr. William Bennett, P.E.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

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## 14-525(b)(3)(c)(9) Financial and technical capacity - continued

### Specifications:

Lowell Specifications  
50 Fernald Road  
Freeport, Maine  
telephone: 207 865-4518  
fax: 865-1136  
contact: Mr. Keith T. Lowell

### Construction Consultant:

Cianbro Construction  
328 West Commercial Street  
Portland, Maine  
telephone: 207 773-5852  
fax: 207 7773-7617  
contact: Mr. Ernest G. Selberg, Jr. P.E.

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Commercial Real Estate

**Fleet Bank**

Mail Stop: ME PM POST  
P.O. Box 1280  
Two Portland Square  
Portland, ME 04104-5006  
207-874-5370  
Fax 207-874-5355

July 27, 1999

Planning Board  
City of Portland  
Portland, Maine 04101

RE: HarborView Block Project

Dear Sirs:

Fleet Bank of Maine has been asked to write a letter of support concerning the financial capability of Eric Cianchette in conjunction with his proposal to construct a 35,000 +/- square foot office/retail building to be located on Commercial and Fore Street, Portland, Maine, known as the Harborview Block Project.


During the course of the past six years, Fleet Bank has financed projects of comparable size in which Mr. Cianchette has been the principle. Most recently, in 1998, Fleet Bank provided the acquisition and permanent financing for two office buildings totalling 73,000 square feet, located in Portland.

Mr. Cianchette is considered to be a very strong and highly valued customer of the bank, and is a developer we desire to expand our relationship with. He has numerous years of experience in all levels of real estate development ranging from construction supervision through property management. We have a high degree of confidence in his ability to successfully complete the proposed project as it has been described.

I am generally familiar with the proposal which Mr. Cianchette is submitting to the City, and assuming the details of the project meet with the usual underwriting due diligence and full credit approval procedures of Fleet Bank of Maine, it is the type of project which Fleet would be very interested in financing once approved. However, this is not a commitment to lend, merely an expression of interest that so long as the fundamental elements of the project meet with the usual underwriting criteria established by Fleet, this would be a project the bank would entertain financing for Mr. Cianchette.

Please feel free to give me a call if you have any further questions concerning Fleet's interest in financing this project.

Sincerely,

  
Suzanne S. Dargie  
Vice President



# HARBORVIEW BLOCK

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July 28, 1999

## 14-525(b)(3)(c)(10) Right, title or interest in the property

Please refer to the attached deed documents that illustrate the applicant's right and title to the property proposed for development.

The deed indicates ownership of the property to BWL, Inc. / Portland Regency, Inc. The Applicant of this development project is E.L.C. Inc. Mr. Eric Cianchette owns all three of these companies.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## 14-525(b)(3)(c)(11) Natural areas or archaeological sites

The proposed site is an unoccupied bank building and a two level paved parking lot. To the best of the applicant's knowledge and belief there are no unusual natural areas, wildlife or fisheries habitats located on or near this site and there is no need for methods to protect such areas.

A letter from Mr. Earl Shettleworth of the Maine State Historic Preservation office regarding the site's archaeological sites shall follow the submittal of this application.

A.L.T.A COMMITMENT  
SCHEDULE A  
Effective Date  
March 5, 1998 @ 4:30 p.m.

**DRAFT**

CC-2514  
i-1251  
145 Commercial Street  
Portland, Maine

Atlantic Title Company  
76 Atlantic Place  
South Portland, Maine 04106  
(207) 774-4400

- 1. Policy or Policies to be issued:  
 OWNER'S: **\$560,000.00**  
 Alta Owner Policy (10-17-92)  
 Proposed Insured: **BWL Inc.**  
  
 LOAN:  
 Alta Loan Policy (10-17-92)  
 Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

**KeyBank National Association, formerly known as Key Bank of Maine, by virtue of a deed from Casco Bank & Trust Co. dated February 16, 1995 and recorded in the Cumberland County Registry of Deeds in Book 11823, Page 174.**

3. The land referred to in the Commitment is described in Exhibit A.

**SCHEDULE B - SECTION I**

The following are the requirements to be complied with:

- 1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a) Recordation of properly executed Deed from *KeyBank National Association* to *BWL Inc.* conveying the land described in Exhibit A.

NOTE: Copies of said executed documents must be provided to Atlantic Title Company.

- 2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, THAT, KEYBANK NATIONAL ASSOCIATION, formerly known as Key Bank of Maine, a national banking association having a place of business at One Canal Plaza, Portland, Maine 04101, for consideration paid, GRANTS to PORTLAND REGENCY, INC., f/k/a BWL, INC., a Maine corporation with a place of business at 42 Market Street, Portland, Maine 04101, WITH QUITCLAIM COVENANTS, certain land, with the buildings and improvements thereon, located at 145 Commercial Street, City of Portland, County of Cumberland, State of Maine, more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

This conveyance is made expressly subject to the following Restrictive Covenant:

**Restrictive Covenant:** Grantee, by its acceptance of this deed, covenants for itself and for its successors and assigns that the Premises described in Exhibit A shall not be used as a bank, credit union or for any other financial services or activities for a period of five (5) years from the date of this deed.

The foregoing Restrictive Covenant shall run with and burden the Premises and shall inure to the benefit of and be enforceable by Grantor and its successors and assigns.

IN WITNESS WHEREOF, KEYBANK NATIONAL ASSOCIATION, formerly known as Key Bank of Maine, has caused this instrument to be signed, acknowledged and delivered in its name and behalf by Michael E. Pizzo, its Senior Vice President hereunto duly authorized, this 30<sup>th</sup> day of June, 1998.

KEYBANK NATIONAL ASSOCIATION  
f/k/a Key Bank of Maine

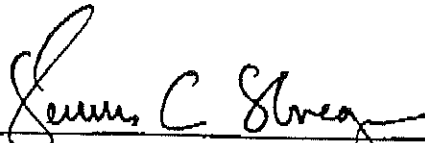
*Jennis C. Grogan*  
\_\_\_\_\_  
Witness

By: *[Signature]*  
\_\_\_\_\_  
Michael E. Pizzo  
Senior Vice President

STATE OF MAINE  
Cumberland, ss.

June 30, 1998

Personally appeared before me the above-named Michael E. Pizzo, Senior Vice President of KeyBank National Association, f/k/a Key Bank of Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of KeyBank National Association, f/k/a Key Bank of Maine.

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
Print Name: DENNIS C. SABREGA  
My Commission Expires: \_\_\_\_\_

des/5096/cianchette/quitclm.doc

EXHIBIT A

A certain lot or parcel of land together with the buildings and other improvements thereon, situated in the City of Portland, County of Cumberland and State of Maine, and more particularly bounded and described as follows:

Beginning at the intersection of the southeasterly line of Fore Street with the northeasterly line of Market Street; thence the line runs easterly by Fore Street one hundred and twenty (120) feet, more or less, to Silver Street; thence southeasterly by Silver Street one hundred and twenty (120) feet, more or less, to Commercial Street; thence southwesterly by Commercial Street one hundred twenty five (125) feet, more or less, to said Market Street; thence northwesterly by Market Street one hundred fifty (150) feet, more or less, to the point of beginning.

Together with all right, title and interest to the streets, roads, highways, passageways and rights of way abutting or within the bounds of the above described parcel.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526 Standards

### Section 14-526(1) and (2) - traffic

Please refer to the attached memorandum submitted by Mr. Peter Hedrick, traffic engineer for DeLuca Hoffman Engineering, outlining traffic and parking requirements for this development.

The memorandum indicates that the proposed development will require 106 off-site parking spaces. The applicant owns parking areas near the development that total 320 spaces. Existing developments owned by the Applicant require 165 of these spaces leaving 155 spaces available for use by the Harborview Block. The Applicant owns ample parking spaces to satisfy the parking requirements for this development.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

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## Section 14-526 Standards

### Section 14-526(3) - Health and safety problems

The planned development will not substantially reduce the light and air to any of the neighboring structures. The building is surrounded on four sides by public streets. There is ample room between the proposed building and adjacent structures for the healthy flow of air.

The primary strong winds move northwest up Market and Silver Streets towards Fore Street. The planned development will block the onslaught of harsh winds to Boothby Square, the primary pedestrian gathering area. This blocking of strong winds will be an improvement to the general area.

There will be no significant snow loading on neighboring structures. Snow drop or melt will fall on the lower roof decks and not on the adjacent public street edges.

### Section 14-526(4) - Diminution to value or utility of neighboring structures

The bulk, location or height of the proposed building will not cause diminution in the value or utility to neighboring structures under different ownership. All surrounding buildings will continue to operate as they do at present.

The increase in setback facing Fore Street and the establishment of a sidewalk and seating area should enhance the pedestrian experience in this area, and increase the value and utility of neighboring structures. It has been mentioned that retail establishments facing Fore Street between Silver and Pearl Streets feel the current condition of the Harborview Block discourages pedestrians from walking towards their stores from the Exchange Street area. The curbcuts, parked cars and general unattractive nature of this edge stops pedestrian flow. The proposed development will improve this situation, encouraging both building tenants and pedestrians to use the Boothby Square area for shopping and relaxation. The applicant anticipates coordination of the improved Fore Street edge with the City's proposed improvements to Boothby Square.

### Section 14-526(5) - Burden to Utilities

The development will not overburden the sewers, sanitary and storm drains, water, solid waste disposal or similar public facilities and utilities. Please refer to Section 14-525 (b)(3)(c)(5) and (6).



# HARBORVIEW BLOCK

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## Section 14-526 Standards

### Section 14-526(6) Buffering

The proposed on-site landscaping consists of a continuous planting of street trees lining Commercial and Fore streets. These proposed trees, Cleveland Select Callary Pear along Fore Street and Summit Ash along Commercial Street, are from the list of recommended street trees in the Arboricultural Specifications and Standards of Practice and Landscape Guidelines, Section VI, part of the Downtown Urban Design Standards and Guidelines, issued by the City of Portland. These trees are planted at an 18'-0" interval. These trees will be set into tree grates and will have tree guards as recommended in City Ordinances and by the City Arborist.

Matching Cleveland Select Callary Pear street trees are also proposed along the edge of Fore Street alongside the Portland Regency Hotel, a property owned by the Applicant. These trees will be set in raised granite planters that will be filled with changing annual plantings. The landscape of this edge will be coordinated with Ms. Sarah Marshall, designer of the City's plan for improvements to the Boothby Square area. Due to summer vacation schedules, this coordination could not be scheduled until July 28, 1999. Any changes recommended, as a result of this meeting will be forwarded to the Planning Department for review.

Due to the narrow sidewalks along Market and Silver Streets tree plantings are not recommended along these edges.

The proposed street tree species and planting configurations have been discussed on a preliminary basis with the City arborist, Mr. Jeff Tarling, and he approved the general direction of the landscape plan.

There is additional planting proposed behind the seat wall facing Fore Street. These plantings are anticipated to be solid beds of changing annual flowers.

### Section 14-526(7) Existing Vegetation

There are two healthy street trees, the Summit Ash, existing on Commercial Street. These trees were planted during the early 1990's when the City made improvements to Commercial Street. The City arborist feels these trees are healthy enough to preserve. These trees will be protected during construction and will be surrounded with tree grates to match other street trees after construction. These two trees will remain standing after construction is complete.

There is one crabapple tree on the corner of Commercial and Market Streets that will be removed during construction. The cluster of shrubs on the corner of Market and Fore Streets will also be removed during construction.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526 Standards

### Section 14-526(8) Erosion and Sedimentation

The site plan does not create any significant soil and drainage problems. Please refer to Section 14-525 (b)(3)(c)(7) for information regarding proposed erosion control measures.

### Section 14-526(9) Lighting

The site will be lit with a combination of pedestrian streetlights that are part of an overall Downtown lighting plan and sconce fixtures set on the side of the building. These lights will not be hazardous to motorists traveling on adjacent public streets.

There will be lighting at the three major entrances using a combination of building sconces and lighting in the recessed soffits. Interior lighting from the street level retail and office spaces will fall through the storefront windows and will contribute to the sidewalk ambient lighting.

The proposed lighting will not cause significant annoyance, glare or undesirable spillover onto adjacent properties. The proposed fixtures are to match the light fixtures recommended by the City's Planning Department. There are two different fixtures to be used, as outlined in the Urban Design Guidelines Section 3.c.(5):

Six Type i. Old Port (General) fixtures will be installed on the Fore Street, Market Street and Silver street edges. Two fixtures will be installed along each street edge. Two of these fixtures will also be installed on the Fore Street edge of the Portland Regency Hotel sidewalk.

Two Type iii. Waterfront fixtures will be installed on the Commercial Street edge.

### Section 14-526(10) Fire and Safety

The proposed building is fully accessible on all four sides for emergency vehicles. There are two existing hydrants located opposite the proposed building on Commercial Street at both the Market and Silver Street intersections. The proposed development will not create fire or other safety hazards.

### Section 14-526(11) Off-premises infrastructure

The proposed development is designed so as to be consistent with off-premises infrastructure. Please refer to Section 14-525 (b)(3)(c)(5).

### Section 14-526(12) Industrial development

Not applicable.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526 Standards

### Section 14-526(13) R-P Zone

Not applicable.

### Section 14-526(14) Planned residential unit developments

Not applicable.

### Section 14-526(15) Two-family, multiple family developments

Not applicable.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526(16)- B-3 Zone Standards

### Section 14-526(16)(a)(1) Relationship to the pedestrian environment: General

The design of the proposed Harborview Block has been carefully considered to continue and enhance both the existing pedestrian street patterns and to create an enhanced pedestrian environment along Boothby Square.

The three sides of the building fronting Commercial, Silver and Market Street will remain brick sidewalks set at current widths.

The building edge facing Fore Street has been setback from the street similar to the Portland Regency Hotel across Fore Street. This setback of the building face creates a widening in the street wall. This widening, around historic Boothby Square, will improve the pedestrian environment in the following manner:

1. Create wider sidewalks for seating and gathering opportunities.
2. Create enough space for significant street tree plantings along both edges.
3. Create an opportunity for a café space along the Portland Regency Hotel edge.
4. Allow for increased sun in the Boothby Square area.

Please refer to the attached diagram of this proposed building wall setback and resultant pedestrian space.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526(16)- B-3 Zone Standards

### Section 14-526(16)(a)(2) Pedestrian activities district (PAD)

Please refer to Section 14-221.

### Section 14-526(16)(a)(3) PAD encouragement areas

The building and the surrounding streetscape are designed to encourage maximum pedestrian use of the area. Large recessed street level entrances, generous repeating storefront window openings, an increased sidewalk and seating area along Boothby Square and adequate lighting all encourage pedestrian use and comfort in the area.

### Section 14-526(16)(a)(4) Sidewalk areas and open space

The sidewalk and plaza areas shall be paved in brick to match existing sidewalks in Portland. All curbing and steps, retaining walls and seat walls shall be granite.

Street trees in the Harborview Block walk area shall have cast iron tree grates and guards. Street trees in the Portland Regency Hotel walk area shall be set in raised granite planters.

The seat wall facing Boothby Square shall be set at a comfortable seating height.

The sidewalks, seating and cafe areas shall all be lit for pedestrian safety and nighttime use.

Trash receptacles will be located on the street near the lightpoles and are designed to match the general historic street character without calling notice to them. The trash receptacles are clean, high quality and meant to become background street furniture. Photographs of the proposed receptacles are included in this submission.

Bicycle parking racks are located along Commercial Street and photographs of the proposed bicycle racks are included in this submission.

It is the intention of the applicant to return with sign design for review by the City at a later date.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526(16)- B-3 Zone Standards

### Section 14-526(16)(b)(1) Relationship to existing development: General

The proposed Harborview Block has been designed to fit within the context of both the Old Port area on upper Fore Street and the lower Waterfront District on Commercial Street. The split nature of the site requires two different street edges.

The Commercial Street edge is a continuation of the linear sidewalk that travels along the north side of Commercial Street. Buildings open directly on the street. Most retail uses have awnings over window openings. This proposed building opens directly to the street and awnings are proposed over window openings to continue the existing street vocabulary.

A wider pedestrian open space has been placed on the Fore Street side of the development to encourage pedestrians from the Exchange Street area into Boothby Square. This open space extends across Fore Street to the wide sidewalk area alongside the Portland Regency Hotel.

Entrances have been located to tie into the existing pedestrian street patterns along Commercial, Fore and Market Streets.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526(16)- B-3 Zone Standards

### Section 14-526(16)(b)(2) Standard for increasing setback beyond street build-to line

The sidewalk at Fore Street has been increased beyond the street build-to line of five (5) feet. The building façade will sit 18'-0" past the property line, 13' - 0" beyond the build-to line of five feet. This setback is desired for several reasons:

1. To open the sidewalk area at Boothby Square to improve pedestrian open space.
2. To allow adequate room for steps and an accessible ramp to the raised floor elevation on the second level of the building.
3. To create space for landscape along the Boothby Square edge.
4. To respond to the increased setback and resultant wider sidewalk found on the opposite side of Boothby Square at the Portland Regency Hotel.
5. To increase the amount of sun and decrease the amount of shadow in Boothby Square.

The following are the standards that must be satisfied to increase the setback beyond the street build-to line.

#### Open space and amenity: Viable public open space

The increased setback allows the creation of a wider sidewalk along Boothby Square, creating an increased area of pedestrian public open space. Amenities planned for the wider sidewalk includes tree plantings, lighting standards, a seat wall, public art and signage. This will be a comfortable space to sit on the wall to eat, wait for a friend, visit or watch the goings on in Boothby Square.

The street tree planting will continue to the other side of Fore Street alongside the Portland Regency Hotel to create a nice oasis of green on either side of Boothby Square. It is envisioned that a café for coffee and pastries might be operated on this widened sidewalk edge.

Both of these wider sidewalks will create open pedestrian areas along a historic open space in the Old Port. Special events that would require temporary vendor carts or additional seating could occur in these areas during the Old Port Festival and other City celebrations.

# HARBORVIEW BLOCK

Site Plan Review • Portland, Maine

July 28, 1999

## Section 14-526(16)- B-3 Zone Standards

### Prevailing character and continuity - street wall

The increased setback at the Harborview Block matches the wider setback found across the street at the Portland Regency Hotel. The relationship of the façade to the street is parallel to the geometry of Fore Street, continuing the prevailing street wall from the Mariner's Church to the smaller buildings facing Fore Street between Silver and Pearl Streets. The street wall is continued, but stepped back 13' - 0" in order to create viable public open space along Boothby Square.

### Support for existing open space

The increased setback provides an area for pedestrians and landscape along Boothby Square. This wider sidewalk does not detract from the existing public Boothby Square by creating an excessive amount of open space in one area. The wider setback does not diminish viability or liveliness of the existing open space, as Boothby Square is currently a predominately visual open space. The movement of automobiles through Fore Street makes pedestrian use of Boothby Square limited. Providing open space along the more pedestrian-friendly edges of the Square actually increases the viability and liveliness of Boothby Square, supporting and enhancing existing open space.

### Quality and Orientation of setback area

By increasing the setback of the build-to line, the amount of shadow falling into Boothby Square will be reduced, increasing it's viability as a comfortable pedestrian open space.

The increased setback also allows for landscape to soften the height difference between the Harborview Block finish floor elevation and the street level. The building floor elevation is 23.0 and Fore Street moves from elevation 17.0 to 19.0. If the building were to sit directly on the build-to line people walking along Fore Street would be looking at the feet of people in the adjacent building. The setback creates a much more comfortable relationship between the street and building.



# HARBORVIEW BLOCK

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## Section 14-526(16)- B-3 Zone Standards

### Section 14-526(16)(c) Roof top appurtenances

All mechanical equipment, ventilating and air conditioning equipment and any other required piece of building system equipment will be in the attic of the building, above the third floor hidden from view by the pitched metal roof. There will be a chimney for the building boiler that is depicted on the building elevations. This chimney will be brick ending in a corbelled top.

### Section 14-526(16)(d) Shadow impact on open space

The Harborview Block will create mid-day shadows on Fore Street and late afternoon shadows on Silver Street. The Commercial Street edge will receive almost full day sun.

### Section 14-526(16)(e) Wind impacts

Wind in this area moves northeast up Silver and Market Streets. The Harborview Block will block winds in Boothby Square from the Harbor area.

### Section 14-526(16)(f) Setbacks from existing structures

The location and design of the proposed building will not create a detrimental impact of the structural integrity or the safety of adjacent structures or their occupants. This building is set a safe distance from all adjacent buildings. The building is separated on all four sides by public streets.

### Section 14-526(16)(g) Building tops

Not applicable.

# HARBORVIEW BLOCK

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July 28, 1999

## Section 14-526 Standards

### Section 14-526(17) Development complies with the Code

All information required by Article 14-526 has been submitted, and the proposed development complies with all applicable provisions of this Code.

### Public Arts Program

Not applicable.

### Section 14-526(18) Historic landmark

Not applicable.

### Section 14-526(19) View corridors

The proposed building is an infill building. This building does not block any view corridors, or public views to landmarks and natural features as identified in the View Corridor Protection Plan.

The one area of the site that could create an important terminus to the view south down Market Street, looking towards the harbor, has been identified as a potential spot for public art. This art would sit atop the retaining wall at elevation 24.0, a prominent location for art display.

### Section 14-526(20) Natural Resources

The proposed development shall have no adverse impact upon the existing natural resources including groundwater quantity and quality, surface water quantity and quality, wetlands, unusual natural area and wildlife and fisheries habitats. Please refer to Section 14-525 (b)(3)(c)(6) and (11).

### Section 14-526(21) Groundwater aquifer

The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur. Please refer to Section 14-525 (b)(3)(c)(6).

### Section 14-526(22) Signs

There will be a variety of signage for this project identifying the various tenants of the building. These details have not yet been developed and the applicant requests that a condition of approval be established that allows for the future review of building signage with the City prior to occupancy.



▲ SC3005-FS-72, woven seat, Frost powdercoat.

◀ Litter Receptacles: SC5002-24-40, SC5002-24-33. Square bar side panel, Grotto powdercoat.

▼ SC3005-BS-72, horizontal strap seat, Ivy powdercoat.



## PROPOSED RECEPTACLE



▲ Litter Receptacle: ash pan option.



▲ Litter Receptacle: vertical strap panel.



▲ Litter Receptacle: square bar panel.



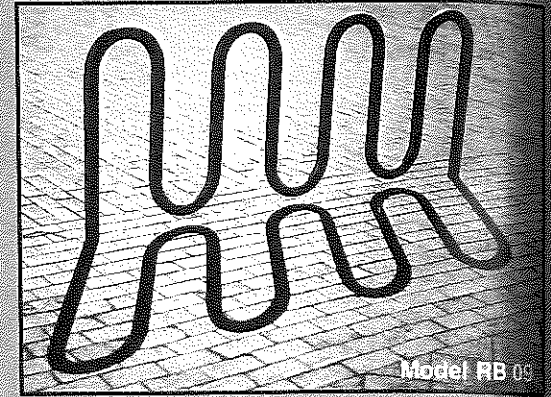
# THE ORIGINAL RIBBON® RACK BY brandir

## IMPORTANT CONSIDERATIONS

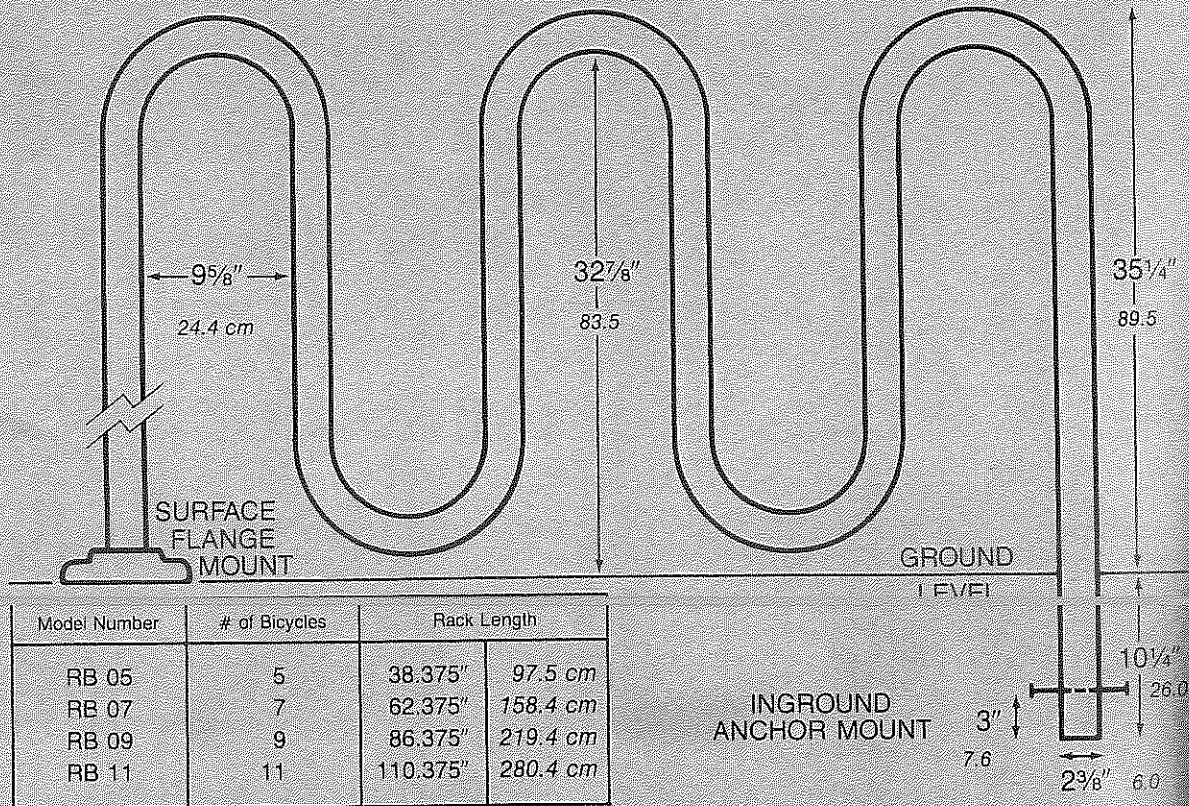
**COLORS (Painting/Coating)**—Painting or coating the rack will result in a maintenance problem, as no coating will withstand the abuse of the bicycles. *Powder coating cannot be maintained; an enamel finish will chip.* A A A RIBBON® Rack Co. has the best solution where color is essential. Please contact us to find out how to achieve an appropriate color with a minimum of maintenance.

**MATERIALS**—Steel tubing or aluminum are not suitable materials for a bicycle rack. Pre-galvanized material will flake and crack during manufacture. A A A RIBBON® Rack Co. uses heavy-duty steel pipe, hot-dipped galvanized after fabrication to provide security and durability.

**MANUFACTURE**—Hydraulic bending with a mandril, as used by A A A RIBBON® Rack Co., insures smooth and aesthetic curves on The RIBBON® Rack. Press bending leaves an indentation; other methods flatten outer curves and crimp inner curves.



"IF IT'S NOT AN ORIGINAL 'RIBBON' RACK, IT'S NOT AN ORIGINAL"



Model Number	# of Bicycles	Rack Length	
		Feet	Centimeters
RB 05	5	38.375"	97.5 cm
RB 07	7	62.375"	158.4 cm
RB 09	9	86.375"	219.4 cm
RB 11	11	110.375"	280.4 cm

### General

'RIBBON' and the Brandir International Inc. logo are trademarks of Brandir International Inc. used exclusively by A A A RIBBON® Rack Co.

Delivery time: Six weeks or sooner from receipt of order.

For prices and information contact:  
**A A A RIBBON® Rack Co.**  
 Division of:  
**BRANDIR INTERNATIONAL, INC.**  
 521 Fifth Avenue, 17th floor  
 New York, NY 10175 USA  
 212-505-6500 FAX: 212-505-6813

### Specifications

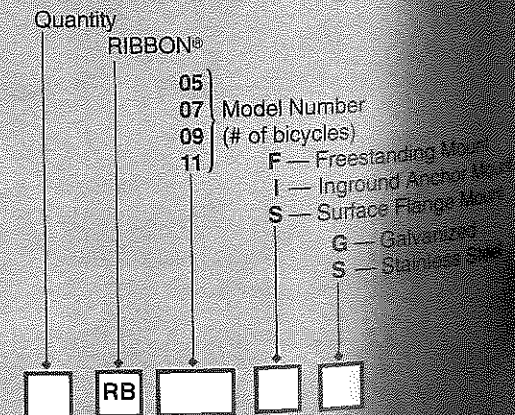
All standard units made from: ASTM A53 SCHEDULE 40 steel pipe (2.375" OD x .154 wall), hydraulically bent with a mandril, hot-dipped galvanized after fabrication.

Installation methods:  
 inground anchor mount (standard)  
 freestanding mount } (optional & extra)  
 surface flange mount }

The RIBBON® RACK is available in ASTM A312 SCHEDULE 40 TP 304 stainless steel, satin #4 finish (optional and extra).

### Specifying / Estimating / Ordering

Please use the following notation:



# **HARBORVIEW BLOCK**

Land Conveyance • Portland, Maine

August 23, 1999

Submitted by:

E. L. C. Inc.  
42 Market Street  
Portland, Maine 04101  
(207) 774-1000 Fax (207) 774-2946

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<b>Section 14-526(16)- B3 Zone Standards .....</b>	<b>Page 4</b>

### Sections:

- Existing Conditions
  - Proposed Overview of Fore Street Entrance
  - Legal Documents
  - Fore Street Elevation
  - Silver, Commercial and Market Streets Elevations
-

# HARBORVIEW BLOCK

Land Conveyance • Portland, Maine

August 23, 1999

## Fact Sheet

Project Developer: E. L. C. Inc.  
42 Market Street  
Portland, Maine 04101

Telephone: 207 774-1000  
Fax: 207 774-2946

Project Director: Mr. Eric Cianchette

Estimated Cost of the development:

4.0 million dollars

## Description of proposed use

The proposed development fits inside a City block bordered by Fore, Commercial, Market and Silver Streets, adjacent to the Old Port. The proposed building is a three story structure containing approximately 39,000 SF of both retail and office users.

Entrances to the building will be off Fore, Commercial and Market Streets. The lower level of retail space will be accessed via a direct street-level entrance from Commercial Street. The second level, housing a financial services user, will be accessed via ramped and stepped entrance from Fore Street, facing Boothby Square. A third level of office space will be accessed via a direct street-level lobby and elevator off Market Street.

The building has granite-clad facades at street level with brick above. The color and texture of the granite and brick will match the brick and granite found in the adjacent Armory building (the Portland Regency Hotel).

# HARBORVIEW BLOCK

Land Conveyance • Portland, Maine

August 23, 1999

## Land-Conveyance - Setback at Fore Street

The design of the proposed Harborview Block has been carefully considered to continue and enhance both the existing pedestrian street patterns and to create an enhanced pedestrian environment along Boothby Square.

The three sides of the building fronting Commercial, Silver and Market Streets will remain brick sidewalks set at current widths, meeting the build-to line, as mandated in the Portland Land Use Ordinance.

The building edge facing Fore Street has been setback from the street similar to the Portland Regency Hotel across Fore Street. This setback of the building face moves the building 7'-6" beyond the build-to line, away from Fore Street.

The Ordinance for the B-3 Zone was written by the Portland Planning Board and Staff in anticipation of the periodic need for slight modifications to the Ordinance due to unique circumstances inherent in this zone. Irregular lot sizes, building density, high pedestrian activity, significant topography, the presence of historic structures and the need for open space are among the circumstances that might dictate a need to slightly modify Ordinance requirements.

Until recently, the Planning Board would review these requests and permit modifications if they appeared justified. An increase in the build-to line was one of the modifications outlined in the Land Use Ordinance that could be granted by the Planning Board. The Portland Public Market, permitted in 1997, requested and was granted increases from the build-to line on three sides. Other significant structures in the B-3 zone have requested and been granted increases from the build-to line in the past.

During the review of the Harborview Block Site Plan application Corporate Council for the City of Portland determined that a recent decision by the State of Maine Supreme Court suggests that the Planning Board may not grant dimensional changes from the Ordinance.

As the increase from the build-to line is required for the successful development of Harborview Block, the Applicant has chosen to propose a land conveyance of 937 SF to the City of Portland along Fore Street. If accepted by City Council, this change of property would bring the proposed building edge to the build-to line along Fore Street.



# HARBORVIEW BLOCK

Land Conveyance • Portland, Maine

August 23, 1999

## Section 14-526(16)- B-3 Zone Standards

When the Planning Board was reviewing and granting increases from the build-to line, each Applicant was required to respond to a set of standards, as outlined in the Portland Land Use Ordinance. These standards have been addressed below, as they relate to the Harborview Block setback proposal.

The building at Fore Street has been moved beyond the street build-to line 7'-6". This setback is desired for several reasons:

1. The setback building opens the sidewalk area at Boothby Square to improve pedestrian open space. This widening will create better sidewalks for seating and gathering opportunities.
2. There is a seven to eight foot grade change between Commercial and Fore Streets. The building is entered at grade on Commercial Street. There is 12 feet between floors in the proposed building, which places the entrance off Fore Street 5 feet above grade. The setback area allows adequate room for steps and an ADA accessible ramp to the raised floor elevation. The steps/ramp and landscape edge provides a gracious entrance and edge to Boothby Square.
3. The setback building creates space for significant street tree plantings and flowerbed plantings along both edges of Boothby Square.
4. ~~The setback building responds to the increased setback and resultant wider sidewalk found on the opposite side of Boothby Square at the Portland Regency Hotel. Along the Regency Hotel edge is an opportunity for an outdoor café space.~~
5. The setback building increases the amount of sun and decreases the amount of shadow in Boothby Square.

# HARBORVIEW BLOCK

Land Conveyance • Portland, Maine

August 23, 1999

Section 14-526(16)(b)(2) Standard for increasing setback beyond street build-to line: A proposed development may exceed maximum setbacks as required in section 14-220(3) only where the applicant demonstrates to the planning board that the introduction of increased building setbacks to the street level:

## Provides open space and amenity - Viable public open space

The increased setback allows the creation of a wider sidewalk along Boothby Square, creating an increased area of pedestrian public open space. Amenities planned for the wider sidewalk includes tree plantings, lighting standards, a seating, public art and signage. This will be a comfortable space to sit, to eat, wait for a friend, visit or watch the goings on in Boothby Square.

The street tree planting will continue to the other side of Fore Street alongside the Portland Regency Hotel to create a nice oasis of green on either side of Boothby Square. It is envisioned that a café for coffee and pastries might be operated on this widened sidewalk edge.

Both of these wider sidewalks will create open pedestrian areas along a historic open space in the Old Port. Special events that would require temporary vendor carts or additional seating could occur in these areas during the Old Port Festival and other City celebrations.

## Does not substantially detract from the prevailing character and continuity - street wall

The increased setback at the Harborview Block matches the wider setback found across the street at the Portland Regency Hotel. The relationship of the façade to the street is parallel to the geometry of Fore Street, continuing the prevailing street wall from the Mariner's Church to the smaller buildings facing Fore Street between Silver and Pearl Streets. The street wall is continued, but stepped back 7' – 6" in order to create viable public open space along Boothby Square.

## Supports existing open space

The increased setback provides an area for pedestrians and landscape along Boothby Square. This wider sidewalk does not detract from the existing public Boothby Square by creating an excessive amount of open space in one area. The wider setback does not diminish viability or liveliness of the existing open space, as Boothby Square is currently a predominately visual open space. The movement of automobiles through Fore Street makes pedestrian use of Boothby Square limited. Providing open space along the more pedestrian-friendly edges of the Square actually increases the viability and liveliness of Boothby Square, supporting and enhancing existing open space.

# HARBORVIEW BLOCK

Land Conveyance • Portland, Maine

August 23, 1999

*The setback area is of high quality and orientation.*

By increasing the setback of the build-to line, the amount of shadow falling into Boothby Square will be reduced, increasing it's viability as a comfortable pedestrian open space.

The increased setback also allows for landscape to soften the height difference between the Harborview Block finish floor elevation and the street level. The building floor elevation is 23.0 and Fore Street moves from elevation 17.0 to 19.0. If the building were to sit directly on the build-to line people walking along Fore Street would be looking up at the feet of people in the adjacent building. The setback creates a much more comfortable relationship between pedestrians at the street and the building.

# HARBORVIEW BLOCK

Land Conveyance • Portland, Maine

August 23, 1999

## Diagrams and Drawings

Attached are the following diagrams:

1. The proposed area of land conveyance to the City of Portland.
2. The proposed Site Plan for Harborview Block.
3. The proposed building elevation along Fore Street.

## QUITCLAIM DEED WITHOUT COVENANTS

**THE PORTLAND REGENCY, INC**, f/k/a **BWL, Inc.**, a Maine corporation located at 42 Market Street, Portland, Maine, 04101 (hereinafter "**GRANTOR**") grants to the **CITY OF PORTLAND**, a municipality of the State of Maine with a business address of 389 Congress Street, Portland, Maine 04101 (hereinafter "**GRANTEE**") with QUIT CLAIM COVENANT, certain real property, together with any improvements thereon located at Fore Street, City of Portland, County of Cumberland, State of Maine, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**PREMISES**").

The **GRANTOR** accepts and reserves from the above conveyance the following easements:

1. the right to install utility lines, whether water, sewer, cable or other utility, in, on or over the **PREMISES** and to the abutting parcel of the **GRANTOR**, described more particularly in Exhibit B, attached hereto and incorporated herein by reference; and
2. the right to landscape and improve the **PREMISES** in strict conformance with a site plan approved by the Portland Planning Board, or in the absence of such a plan, by the Director of Parks and Recreation; and
3. a perpetual pedestrian easement over the **PREMISES** for purposes of ingress and egress to the abutting parcel of the **GRANTOR**, as described in Exhibit B, which easement shall apply to the **GRANTOR**, its successors or assigns and to all tenants and other invitees of **GRANTOR**, its successors or assigns.

**NOTWITHSTANDING THE ABOVE**, the exercise of any rights retained by the **GRANTOR** in the pedestrian easement are and will be subject to the following conditions:

- a. the **GRANTOR** shall provide to the **GRANTEE** annual proof of commercial general liability insurance with combined single limit bodily injury average of at least One Million Dollars (\$1,000,000.00) with the City of Portland named as an additional insured; and

- b. the **GRANTOR** shall adequately maintain the **PREMISES**, including but not limited to timely snow and ice removal from the **PREMISES**, and any and all necessary repairs to the walkways and other structures occupying the **PREMISES**; and
- c. the **GRANTOR** shall provide the **GRANTEE**, no later than \_\_\_\_\_, with an executed Release, Indemnity and Hold Harmless Agreement in favor of the **GRANTEE** from any and all claims arising directly or indirectly from **GRANTOR's** acts or omissions, or the acts or omissions of its agents or employees, and against any and all claims by any and all third persons against the **CITY** for damages arising out of or resulting from any acceptance of the **PREMISES** by the **CITY**.

These conditions shall be fulfilled by the **GRANTOR**, its successors or assigns except that they need not be fulfilled by any financial institution which is not exercising possession or control of the **PREMISES**.

If, after thirty (30) days written notice by the **GRANTEE** to the **GRANTOR**, its successors or assigns or all parties in interest as defined in Title 14 M.R.S.A. §6321, the conditions noted above are not fulfilled or cured, then all rights in the pedestrian easement may be terminated by the **GRANTEE** by written notice to the **GRANTOR** and the recording of an affidavit by the **GRANTEE**, stating that the failure by the **GRANTOR** or its successors or assigns to comply with any one or more of the foregoing conditions, after notice as provided herein, terminates the rights in the pedestrian easement.

The foregoing reservations and easement shall run with and burden the **PREMISES** and shall inure to the benefit of and be enforceable by the **GRANTOR** and its successors and assigns.

IN WITNESS WHEREOF, The Portland Regency, Inc., f/k/a BWI, Inc. has caused this instrument to be signed, acknowledged, and delivered in its name by its duly authorized President, Eric L. Cianchette, this \_\_\_ day of August, 1999.

WITNESS:

THE PORTLAND REGENCY, INC. f/k/a  
BWL, Inc.

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Eric L. Cianchette  
Its President

-----  
STATE OF MAINE  
CUMBERLAND, ss.

August \_\_\_\_, 1999

Then personally appeared the above-named Eric L. Cianchette, in his capacity as President of The Portland Regency, Inc., f/k/a BWL, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

**LAND ACCEPTANCE WAIVER AND INDEMNIFICATION**

**WHEREAS**, The Portland Regency Inc., f/k/a BWL, Inc., of Portland, ME (the **PETITIONER**) has requested the City of Portland (the **CITY**) to accept a certain parcel of land located on Fore Street, in Portland, more particularly described in Exhibit A, attached hereto and hereby incorporated by reference; and

**WHEREAS**, the **CITY** as a condition precedent to any acceptance of the parcel of land or portion thereof requires a waiver of any and all claims which the **PETITIONER** may have against the **CITY** for such acceptance, and further requires indemnification against any and all claims of any and all third persons arising out of or resulting from the acceptance of said proposed property or portion thereof;

**NOW THEREFORE**, in consideration of the **CITY** accepting said property or portion thereof, the **PETITIONER** for itself, its successors, heirs and assigns, agrees as follows:

1. The **PETITIONER** hereby waives any and all claims for damages which it may now or hereafter have against the **CITY** arising out of or resulting from any acceptance of said proposed property or portion thereof by the **CITY**; and
2. The **PETITIONER** hereby agrees to defend, indemnify and hold harmless the **CITY** against any and all claims by any and all third persons against the **CITY** for damages arising out of or resulting from any acceptance of said property or portion thereof by the **CITY**.

Dated: \_\_\_\_\_, 1999

By: \_\_\_\_\_  
Petitioner's Signature

Its: \_\_\_\_\_  
(title)



INDEMNITY AGREEMENT

THE PORTLAND REGENCY, INC., f/k/a BWL, Inc., a corporation with a place of business at 42 Market Street, City of Portland, County of Cumberland and State of Maine, its successors and assigns, as part of the Ground Lease Agreement entered into with the City of Portland, dated \_\_\_\_\_, for purposes of facilitating ingress and egress to \_\_\_ Commercial Street from Fore Street in said Portland, Maine, covenants and agrees to indemnify, defend and hold harmless the City of Portland, its agents, employees, officers, attorneys, successors and assigns, and each of them, jointly and severally, from any and all damages, actions, causes of action, claims and demands of any nature, whether for property damage or personal injury (including death); and reasonable costs, including, without limitation, reasonable costs of attorneys' fees and defense, which THE REGENCY, INC., f/k/a BWL, Inc., its successors and assigns, or which any other person, partnership, corporation, or any other entity have or may have on account of the placement, location and maintenance of the leased premises specifically identified in the Ground Lease Agreement attached hereto and incorporated herein by reference.

Dated: \_\_\_\_\_

THE REGENCY, INC., f/k/a BWL, Inc.

by: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MAINE  
Cumberland, ss.

Date: \_\_\_\_\_, 1999

Personally appeared the above-named \_\_\_\_\_, acting in his/her capacity as \_\_\_\_\_ of THE REGENCY, INC., f/k/a BWL, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said THE REGENCY, INC.

\_\_\_\_\_  
Notary Public/Attorney at Law

GROUND LEASE AGREEMENT BY AND BETWEEN  
CITY OF PORTLAND  
AND  
THE REGENCY, INC. f/k/a BWL, INC.

This Lease Agreement is made this \_\_\_ day of \_\_\_\_\_, 1999, by and between the CITY OF PORTLAND, a body corporate and politic, located in the County of Cumberland, State of Maine (hereinafter "CITY") and THE REGENCY, INC., f/k/a BWL, INC., a Maine corporation, located at 42 Market Street in the City of Portland, County of Cumberland, State of Maine (hereinafter "TENANT").

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, CITY and TENANT hereby agree as follows:

**Section 1. Granting of Leasehold**

CITY does hereby lease and let to TENANT and TENANT does hereby lease of and from CITY, upon the terms and conditions set forth herein, the following Premises situated, lying and being in the City of Portland, County of Cumberland, State of Maine described in Exhibit A, attached hereto and incorporated by reference herein.

**Section 2. Term**

The Term of this Lease Agreement shall be ninety-nine (99) years beginning on the date of execution hereof and ending on the same date ninety-nine (99) years thereafter, unless sooner terminated by CITY or TENANT.

**Section 7. Repairs and Maintenance**

(a) At its sole expense, TENANT shall keep the Premises in good order and repair during the entire term.

(b) TENANT shall be responsible for timely snow plowing and snow and ice removal from the Premises.

**Section 8. Insurance, Indemnity**

(a) TENANT shall obtain and maintain throughout the term of the Lease Agreement at its sole cost and expense, Public Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000.00) Combined Single Limit, or such other amount as may be set forth as the limit of municipal liability by the Maine Tort Claims Act (14 M.R.S.A. §8101-8118) as it may be amended from time to time.

(b) To the fullest extent permitted by law, TENANT shall, at its own expense, defend, indemnify and hold harmless CITY, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses or judgments, just or unjust, including reasonable attorney's fees, resulting from the use of the premises due to any act or omission of TENANT, its officers, employees, agents, servants, tenants or persons in privity with TENANT. TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust which may be brought against the CITY or which the CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen and suppliers. CITY shall have the right to participate in such suits or actions in its sole discretion and at its own expense and no such suit or action shall be settled without prior consent of the CITY. The extent of this provision shall not be limited by any requirement of insurance contained herein. This obligation of indemnity and defense shall not be construed to negate or abridge any other right to indemnification or contribution running to the CITY which would otherwise exist.

**Section 9. Subletting and Assignment**

TENANT may sublet or assign this Lease Agreement or the Premises with the prior written approval of the CITY, which approval shall not be unreasonably withheld.

**Section 7. Repairs and Maintenance**

(a) At its sole expense, TENANT shall keep the Premises in good order and repair during the entire term.

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(b) To the fullest extent permitted by law, TENANT shall, at its own expense, defend, indemnify and hold harmless CITY, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses or judgments, just or unjust, including reasonable attorney's fees, resulting from the use of the premises due to any act or omission of TENANT, its officers, employees, agents, servants, tenants or persons in privity with TENANT. TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust which may be brought against the CITY or which the CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen and suppliers. CITY shall have the right to participate in such suits or actions in its sole discretion and at its own expense and no such suit or action shall be settled without prior consent of the CITY. The extent of this provision shall not be limited by any requirement of insurance contained herein. This obligation of indemnity and defense shall not be construed to negate or abridge any other right to indemnification or contribution running to the CITY which would otherwise exist.

**Section 9. Subletting and Assignment**

TENANT may sublet or assign this Lease Agreement or the Premises with the prior written approval of the CITY, which approval shall not be unreasonably withheld.

Section 10. Default by TENANT

(a) If TENANT causes or permits the Premises to be used or operated in violation of this Lease Agreement, this Lease Agreement shall immediately and without notice be null and void and the premises shall revert back to the possession of the CITY or its successor in interest.

(b) Events of Default. TENANT shall be in default hereunder if any of the following events occur during the term:

1. TENANT fails to pay any amount or installment of rent or other sum specified herein;
2. TENANT fails to observe or perform any covenant, agreement or obligation of this Lease Agreement;
3. TENANT shall substantially abandon or vacate the Premises.

(c) Remedy for Default.

1. If TENANT is in default under section 10(b) of this Lease Agreement, CITY shall give reasonable notice of said default and a reasonable opportunity to cure.
2. In the event TENANT fails or refuses to cure said default within a reasonable time of said notice, CITY may proceed to cure TENANT's default immediately. CITY may thereafter deliver receipts and records reflecting the costs of cure, which costs shall constitute additional rent. TENANT shall pay said additional rent within sixty (60) days of receipt of said bill if said steps and costs of cure are reasonable.
3. In the event TENANT fails or refuses to cure such default within a reasonable time of said notice, CITY may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of TENANT under this Lease Agreement.

(d) General Provision

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expeditions, and the

exercise of any one right or remedy shall not impair the right of CITY to any or all of the remedies.

**Section 11. Termination and Expiration of Term**

As of termination of TENANT's tenancy for any reason or expiration of TENANT's tenancy, the Premises in its entirety including the improvements thereon shall immediately vest as property of CITY or any lawful successor of CITY.

**Section 12. Notices**

Every notice, demand, request, approval, consent, or other communication authorized or required by this Lease Agreement shall be in writing and shall be deemed to have been properly given when delivered in hand or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to the CITY, to the attention of the City Manager, City of Portland, 389 Congress Street, Portland, Maine 04101.

If to TENANT, to \_\_\_\_\_ at \_\_\_\_\_, Portland, Maine, or to such other persons or addresses as such party may designate by notice given from time to time in accordance with this Section. The rent payable by TENANT hereunder shall be paid to CITY at the same place where a notice to CITY is herein required to be directed.

**Section 13. Governing Law**

This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine.

**Section 14. No Merger**

The fee title of the Premises and the leasehold estate granted by this Lease Agreement shall not merge, but shall always remain separate and distinct notwithstanding the union of said estates either in TENANT or in a third party by purchase or otherwise.

**Section 15. Partial Invalidity**

If any term, covenant, condition, or provision of this Lease Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such

term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Section 16. Entire Agreement**

This Lease Agreement (including exhibits hereto) expresses the entire understanding and all agreements of CITY and TENANT with each other, and neither CITY nor TENANT has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Lease Agreement (including the exhibits hereto). This Lease Agreement (including exhibits hereto) may be modified only by an agreement in writing signed by CITY and TENANT.

**Section 17. Parties**

Except as herein otherwise expressly provided, the covenants, conditions, and agreements contained in this Lease Agreement shall bind and inure to the benefit of CITY and TENANT and their respective successors and assigns.

**Section 18. Waivers**

Failure of CITY or TENANT to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by CITY or TENANT at any time, express or implied, of any breach of any provision of this Lease Agreement shall be deemed a waiver or a breach of any other provision of this Lease Agreement or a consent to any subsequent breach of the same or any other provision.

**Section 19. Right to Enter, Inspect and Repair**

CITY by its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right but not the duty to enter upon and in the Premises without charge for the following purposes:

- (a) **Inspection.** To inspect the Premises to determine whether TENANT has complied and is complying with the terms of this Lease Agreement.
- (b) **Maintenance.** To perform maintenance and make repairs in any case where TENANT has failed to carry out its

obligation to do so. In that event, TENANT shall promptly, upon demand, reimburse CITY for the reasonable cost of CITY's performing TENANT's maintenance or repair obligation as Additional Rent.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Lease Agreement to be signed in its corporate name and sealed with its corporate seal by Robert B. Ganley, its City Manager, thereunto duly authorized, and THE REGENCY, INC. f/k/a BWL, INC. has caused this Lease Agreement to be signed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, as of the day and date first set forth above.

WITNESS

CITY OF PORTLAND

\_\_\_\_\_

\_\_\_\_\_

WITNESS

THE REGENCY INC., f/k/a BWL,  
INC.

\_\_\_\_\_

\_\_\_\_\_



STATE OF MAINE  
CUMBERLAND, ss.

Dated: \_\_\_\_\_

Personally appeared the above-named Robert B. Ganley, City Manager of the City of Portland and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

\_\_\_\_\_  
Notary Public/Attorney at Law

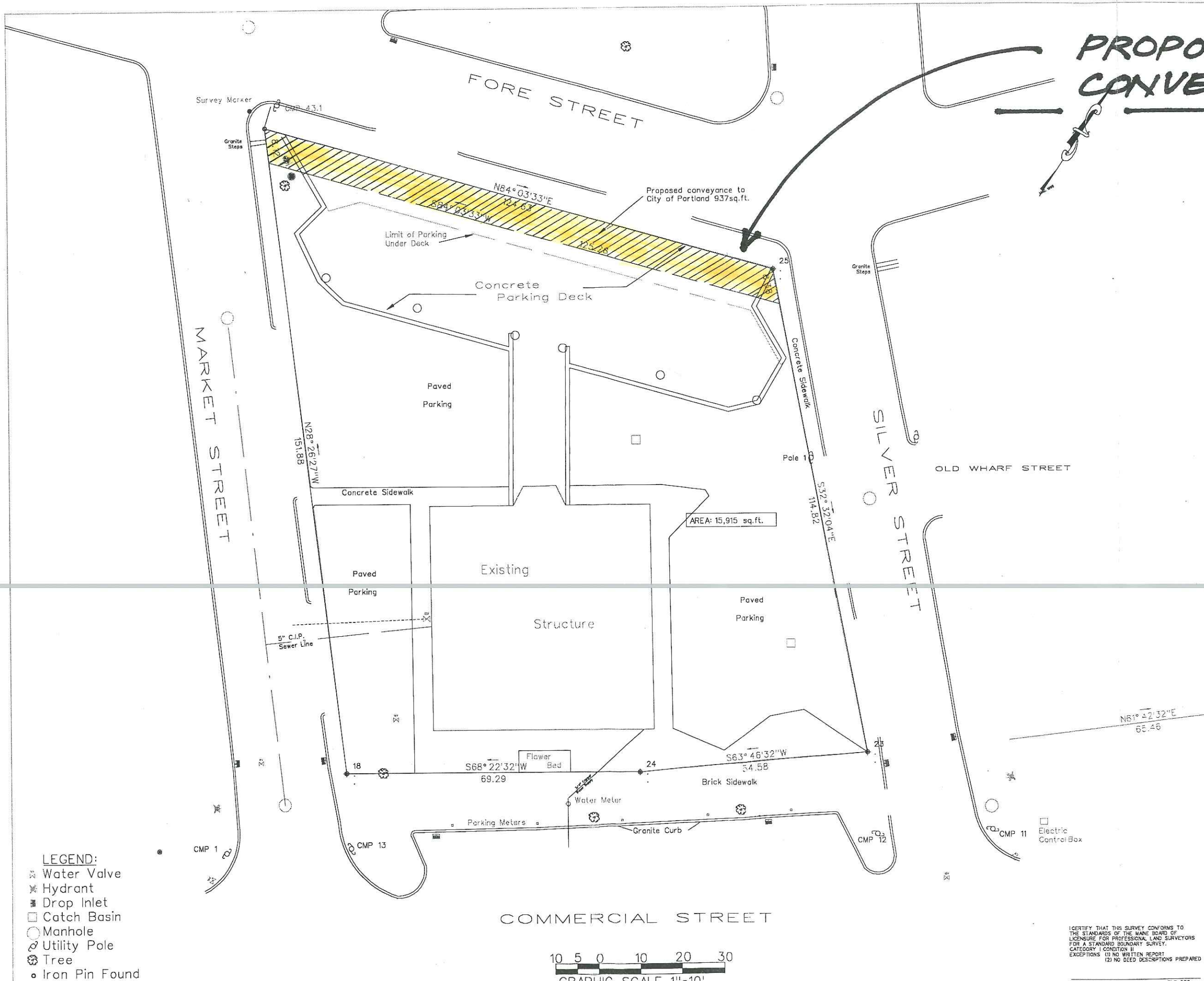
STATE OF MAINE  
CUMBERLAND, ss.

Dated: \_\_\_\_\_

Personally appeared the above-named \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of the Regency, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the Regency, Inc.

\_\_\_\_\_  
Notary Public/Attorney at Law

# PROPOSED LAND CONVEYANCE



## NOTES:

- (1) Deed Reference: Book 11823, Page 174  
Cumberland County Registry of Deeds
- (2) Tax Map Reference:
- (3) Bench Mark Elevation: 14.04ft., National Geodetic vertical Datum of 1929  
Location: 0.5in. drill hole in top of water table between two bases of stone columns on northeast side of entrance to Custom House at intersection of Commercial and Pearl Streets.
- (4) D.O.T. R/W Map  
DOT File No. 3-339
- (5) Wharf Street - as it effected this parcel was discontinued in Sept., 1923  
City of Portland Records, Vol. 50, Page 100
- (6) Ref. Plan: Plan of Land on Fore Street for Liberty Group - dated Aug. 1986  
Owen Haskell, Inc.

Approved By City of Portland, Maine Planning Board

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Recording Information  
Plan Recorded in Plan Book \_\_\_\_\_ Page \_\_\_\_\_  
Cumberland County Registry of Deeds  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

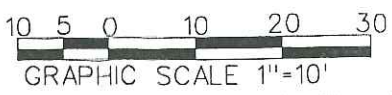
STANDARD BOUNDARY SURVEY  
145 COMMERCIAL ST. PORTLAND, MAINE  
FOR: E.L.C. INC.

PORTLAND REGENCY, INC.  
42 MARKET ST.  
PORTLAND, MAINE 04101  
(Owner of Record)

SURVEY BY: SURVEY, INC.  
P.O. BOX 210  
NO, WINDHAM, MAINE 04062

PLAN BY: J.T.F. & SURVEY, INC.  
JULY, 1999

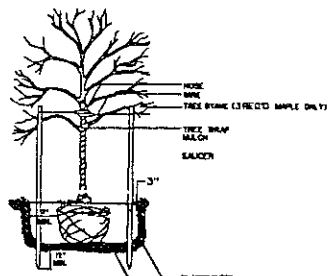
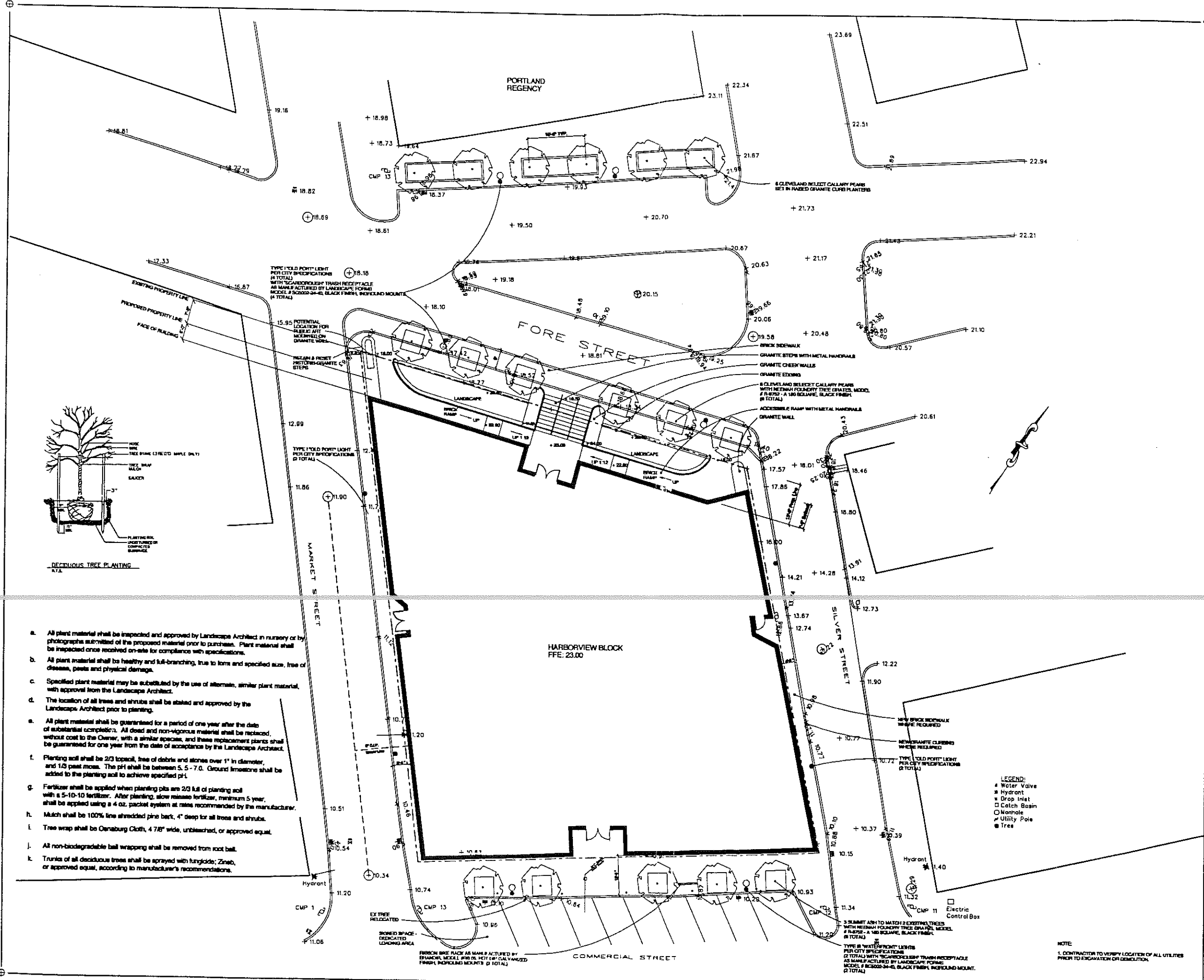
- LEGEND:**
- Water Valve
  - Hydrant
  - Drop Inlet
  - Catch Basin
  - Manhole
  - Utility Pole
  - Tree
  - Iron Pin Found
  - Iron Pin Set



I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE MAINE BOARD OF LICENSED PROFESSIONAL LAND SURVEYORS FOR A STANDARD BOUNDARY SURVEY. CATEGORY I CONDITION II. EXCEPTIONS (1) NO WRITTEN REPORT (2) NO DEED DESCRIPTIONS PREPARED

ROBERT N. FARTHING PLS 586

**Orcutt Associates**  
 Architects  
 Landscape Architects  
 Interior Design  
 Planning  
 21 Bridge Street  
 Farmington, Maine  
 04904  
 Telephone 207 846 7703  
 Facsimile 207 806 3387  
 e-mail lafo@orcutt.com



- All plant material shall be inspected and approved by Landscape Architect in nursery or by photographs submitted of the proposed material prior to purchase. Plant material shall be inspected once received on-site for compliance with specifications.
- All plant material shall be healthy and full-branching, true to form and specified size, free of disease, pests and physical damage.
- Specified plant material may be substituted by the use of alternate, similar plant material, with approval from the Landscape Architect.
- The location of all trees and shrubs shall be stated and approved by the Landscape Architect prior to planting.
- All plant material shall be guaranteed for a period of one year after the date of substantial completion. All dead and non-vigorous material shall be replaced, without cost to the Owner, with a similar species, and these replacement plants shall be guaranteed for one year from the date of acceptance by the Landscape Architect.
- Planting soil shall be 2/3 topsoil, free of debris and stones over 1" in diameter, and 1/3 peat moss. The pH shall be between 5.5 - 7.0. Ground limestone shall be added to the planting soil to achieve specified pH.
- Fertilizer shall be applied when planting pits are 2/3 full of planting soil with a 5-10-10 fertilizer. After planting, slow release fertilizer, minimum 5 year, shall be applied using a 4 oz. packet system at rates recommended by the manufacturer.
- Match shall be 100% fine shredded pine bark, 4" deep for all trees and shrubs.
- Tree wrap shall be Oenaburg Cloth, 4 7/8" wide, unbleached, or approved equal.
- All non-biodegradable ball wrapping shall be removed from root ball.
- Trunks of all deciduous trees shall be sprayed with fungicide, Zineb, or approved equal, according to manufacturer's recommendations.

**NOT FOR CONSTRUCTION**

Rev	Description	Date
REVISION 1		AUGUST 4, 1988

**HarborView Block  
Portland, ME**

**Site Plan**

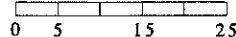
Scale: 1" = 30'-0" Plot: 7/28/88  
 Drawn by: MBR  
 Checked by: CPO  
 Approved by: CPO  
 Prepared by: BSW/MLD



Silver  
Street

Market  
Street

FORE STREET ELEVATION



Date: Aug. 11, 1999

**HarborView Block**  
Portland, Maine

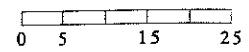
*Orcutt*  
Associates  
81 Bridge Street  
Yarmouth, Maine 04096

Commercial  
Street



Fore  
Street

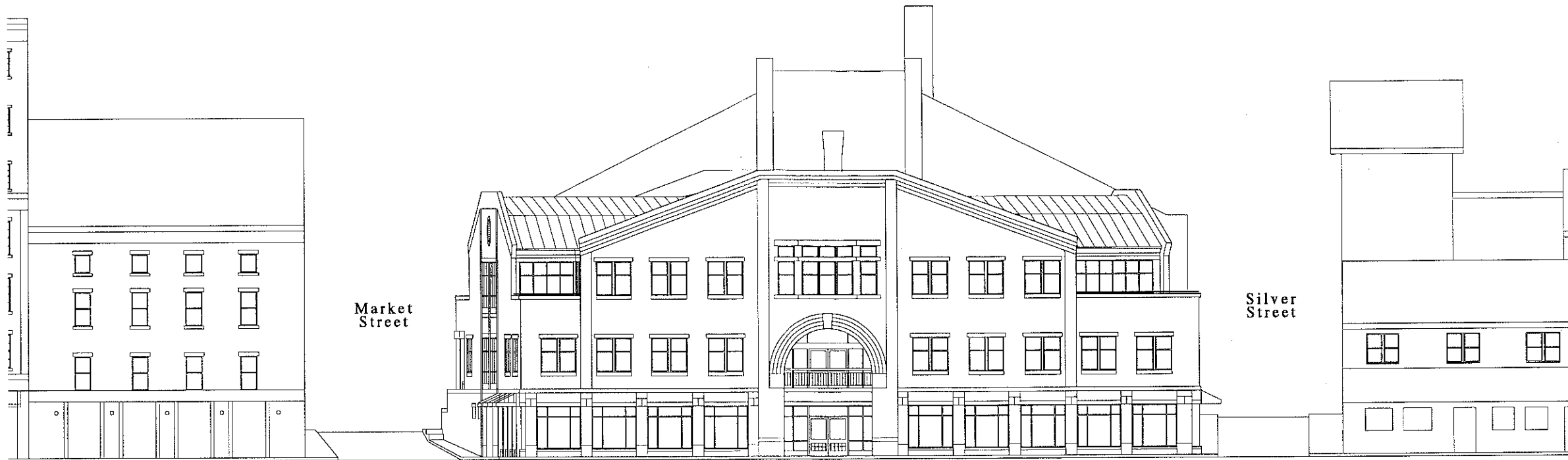
SILVER STREET ELEVATION



Date: August 11, 1999

**HarborView Block**  
Portland, Maine

*Orcutt*  
Associates  
81 Bridge Street  
Yarmouth, Maine 04096



COMMERCIAL STREET ELEVATION

0 5 15 25

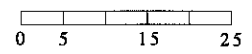
Date: August 11, 1999

**HarborView Block**  
Portland, Maine

*Orcutt*  
Associates  
81 Bridge Street  
Yarmouth, Maine 04096



MARKET STREET ELEVATION



Date: August 11, 1999

**HarborView Block**  
Portland, Maine

*Orcutt*  
Associates  
81 Bridge Street  
Yarmouth, Maine 04096

TREET

Limit of Parking Under Deck

Concrete Parking Deck

Paved Parking

Concrete Sidewalk

Paved Parking

Paved Parking

AREA: 15,876 sq.

Existing Structure

151.82

124.62  
N84°05'20"E

70.80  
S68°20'38"W

Flower Bed

52.81  
S63°18'57"  
Brick Sidewalk

Parking Meters

Water Meter

GAS GAS GAS GAS

3/4"

3/4" Copper Water Supply







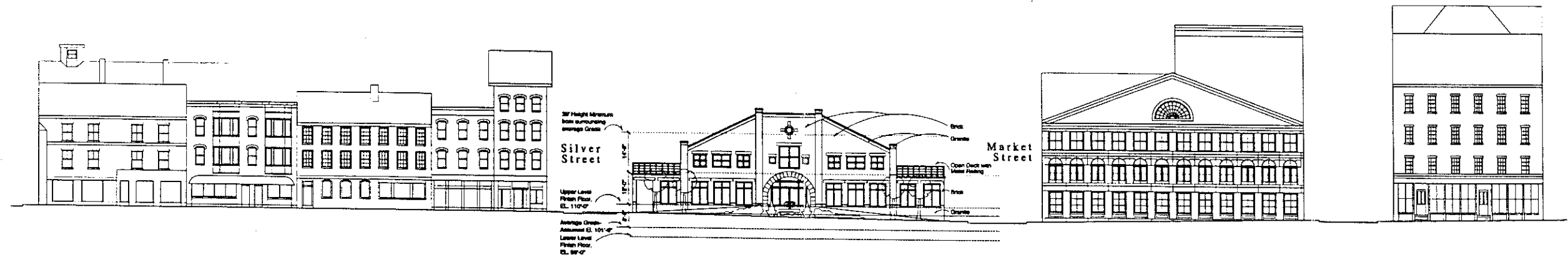
HarborView Block  
COMMERCIAL STREET ELEVATION

HarborView Block  
Existing Site Photos

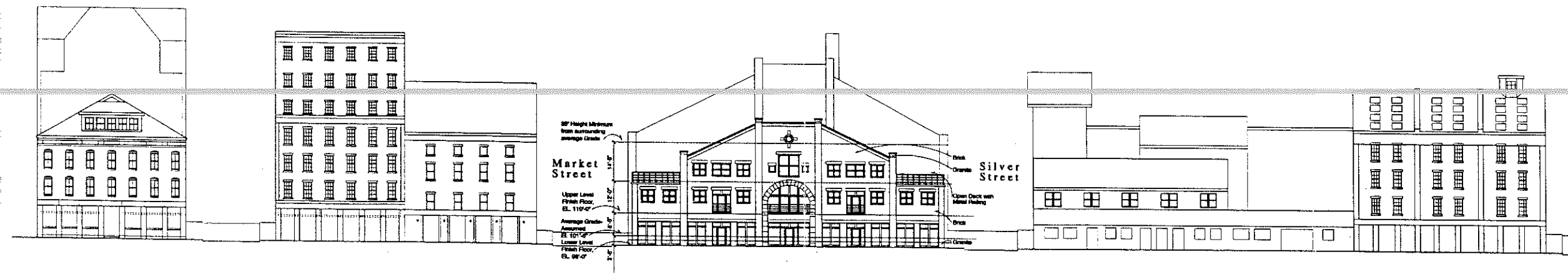
**Orcutt**  
*Associates*

81 Bridge Street  
Yarmouth, ME 04096

Telephone 207 846 7702  
Facsimile 207 846 5107



FORE STREET ELEVATION

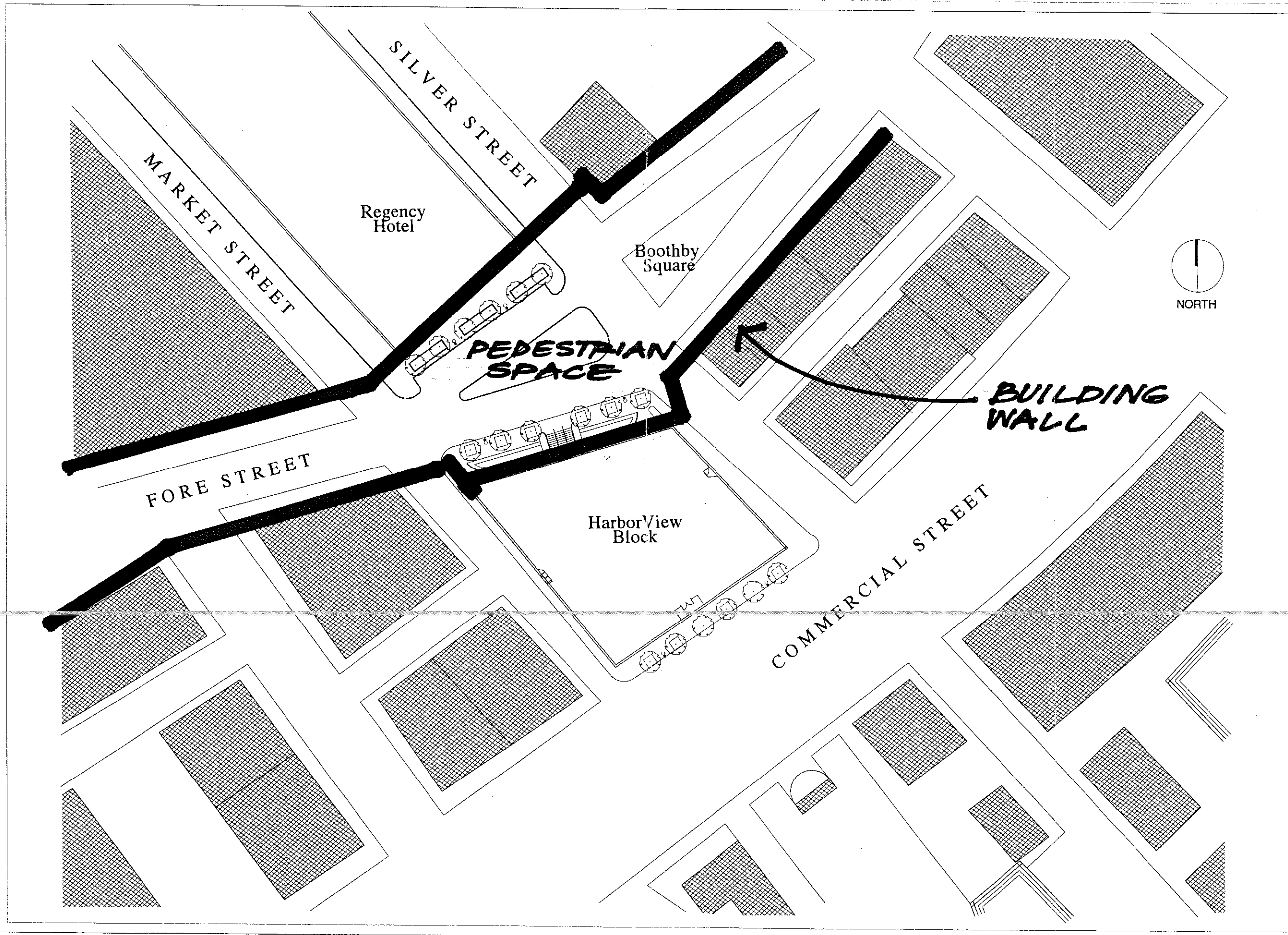


COMMERCIAL STREET ELEVATION

Street Elevations  
 Scale: 1" = 50'-0"  
 Date: July 9, 1999

**HarborView Block**  
 Portland, Maine

**Orcutt**  
 Associates  
 81 Bridge Street  
 Yarmouth, Maine 04096



APPLICATION FOR EXEMPTION FROM SITE PLAN REVIEW

COMMUNICATION LINK  
 Applicant 10.17.2000  
 Application Date  
770 REAR WATER ST. FRAMINGHAM, MA  
 Project Name/Description  
01701  
 Applicant's Mailing Address  
350 FORE STREET  
 Address of Proposed Site  
(508) 788-0909  
 Consultant/Agent/Phone Number

Description of Proposed Development:  
INSTALLATION OF SATELLITE DISH 4'-0" ROUND ON  
6'-0" POST. INSTALLATION INSIDE OF PARAPET  
ROOF ENCLOSURE.

Criteria for Exemption:	Applicant's Assessment (Yes, No, N/A)	Planning Office Use Only
Please Attach Sketch/Plan of Proposal/Development		
See Section 14-523 (4)		
a) Within Existing Structures; No New Buildings, Demolitions or Additions	<u>NO ADDITIONS</u>	<u>OK</u>
b) Footprint Increase Less Than 500 Sq. Ft.	<u>LESS THAN 500sq</u>	<u>OK</u>
c) No New Curb Cuts, Driveways, Parking Areas	<u>NO CUTS</u>	<u>OK</u>
d) Curbs and Sidewalks in Sound Condition/Comply with ADA.	<u>N/A</u>	<u>OK</u>
e) No Additional Parking / No Traffic Increase	<u>N/A</u>	<u>OK</u>
f) No Stormwater Problems	<u>N/A</u>	<u>OK</u>
g) Sufficient Property Screening	<u>YES</u>	<u>YES</u>
h) Adequate Utilities	<u>N/A</u>	<u>OK</u>

Planning Office Use Only: Exemption Granted <input type="checkbox"/> Partial Exemption <input type="checkbox"/> Exemption Denied <input type="checkbox"/>
Planner's Signature <u>Alan Holt</u> Date <u>10/17/00</u>

White - Planning Office      Pink - Inspections      Yellow - Applicant