



Planning & Urban Development Department  
Penny St. Louis-Littell, Director

January 8, 2009

Developer: Collaborative  
Richard Berman and Kevin Bunkers  
17 Chestnut Street  
Portland, Maine 04101

Re: Housing Replacement Application

25-29 Crescent St.

Dear Messrs. Berman and Bunker:

Please consider this the decision of the Portland Planning Authority granting your request to treat your proposed residential development at 25-29 Crescent Street as meeting the requirements for replacement housing under the City Ordinance, §14-483 (h)(6), "Housing Replacement by the Creation of New Units." The proposed forty-four bedroom residential lodging house replaces thirteen dwelling units and five rooming units. In arriving at this decision the following documents were reviewed:

\* Correspondence to Barbara Barhydt, dated September 26, 2008, with attachments, from Richard Berman

\* Correspondence to Barbara Barhydt, dated November 3, 2008, with attachments, from Richard Berman

\* Correspondence to Penny St. Louis-Littell, dated October 27, 2008, from Kevin Bunker

\* Development Agreement between Maine Medical Center and Crescent Heights LLC, dated August 18, 2008, with attachments - redacted

\* Crescent Heights Site Plan and Subdivision Application, originally dated September 22, 2008 - amended November 2008


\* Correspondence to Barbara Barhydt, dated October 14, 2008 from Cito Selinger

\* Finance Committee Meeting Minutes (MMC) dated June 25, 2008 - redacted

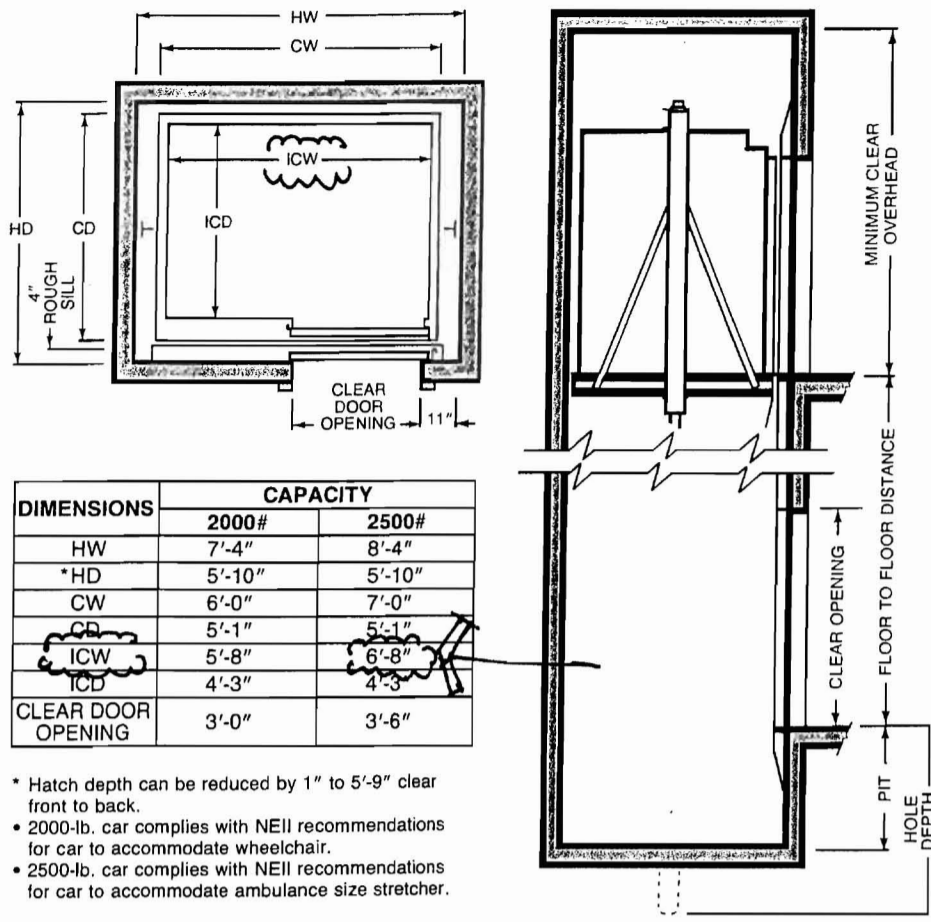
is limited to the conditions that building to be constructed at 9th and 10th, 17, 17 1/2 and 20 1/2 West Street, and does not include any decision on other properties acquired to, developed by, or collaborative of its affiliates from Maine Medical Center.

Thank you for your attention to this matter.

Sincerely,

  
Penny St. Louis Littell  
Director of Planning and Urban Development

cc: Joseph E. Gray, City Manager  
Alexander Jaegerman, Planning Division Director  
Barbara Barbydt, Development Review Services Manager



Calculation of Pit, Overhead, Hole Depth Requirements  
 All jack units are built for "even" foot increments. Therefore, for "travel" values in following formulas, round floor-to-floor travel up to next even foot. (i.e., for 12'-6" - use 13'-0").

**FOR 2-STOP HOLELESS**

**Maximum floor-to-floor distance available is 16'-0"**

- Pit depth - 4'-0" minimum is standard.
- Minimum clear Overhead required by code (based on 8'-0" high cab):  
 For up to 100 FPM = 11'-11".  
 For 100 FPM and over = 12'-12".
- Total hoistway height required (pit floor to clear under roof) is:  
 For up to 100 FPM: (2) x (FL to FL travel) + 2'-6".  
 For 100 FPM and over: (2) x (FL to FL travel) + 3'-8".

If total hoistway height is not sufficient, (2) holes can be provided to make up required dimension. In this case, add an additional 6" to required height.  
 For up to 100 FPM - add 3'-0" in lieu of 2'-6".  
 For 100 FPM and over - add 4'-2" in lieu of 3'-8".  
 (If "open" holes are provided - jack unit sits on pad at bottom of hole - do **not** add additional 6".)

Note that clear Overhead as required by code must always be maintained.  
 For example (FOR HOLELESS ONLY):  
 For FL to FL distance of 15'-4" use 16'-0",  
 Speed of 90 FPM, Pit 4'-0",  
 Overhead 13'-0".

| Available              | Required                         |
|------------------------|----------------------------------|
| Actual FL to FL 15'-4" | (2) Travel = (2) 16'-0" = 32'-0" |
| Pit 4'-0"              | Over 100 FPM + 2'-6" = 34'-4"    |
| O.H. 13'-0"            | 32'-4"                           |
| 32'-4"                 | Available → 32'-4"               |
|                        | Holes required 2'-2"             |
|                        | Additional add 6"                |
|                        | Hole depth required 2'-8"        |

**FOR 3-STOP HOLELESS**

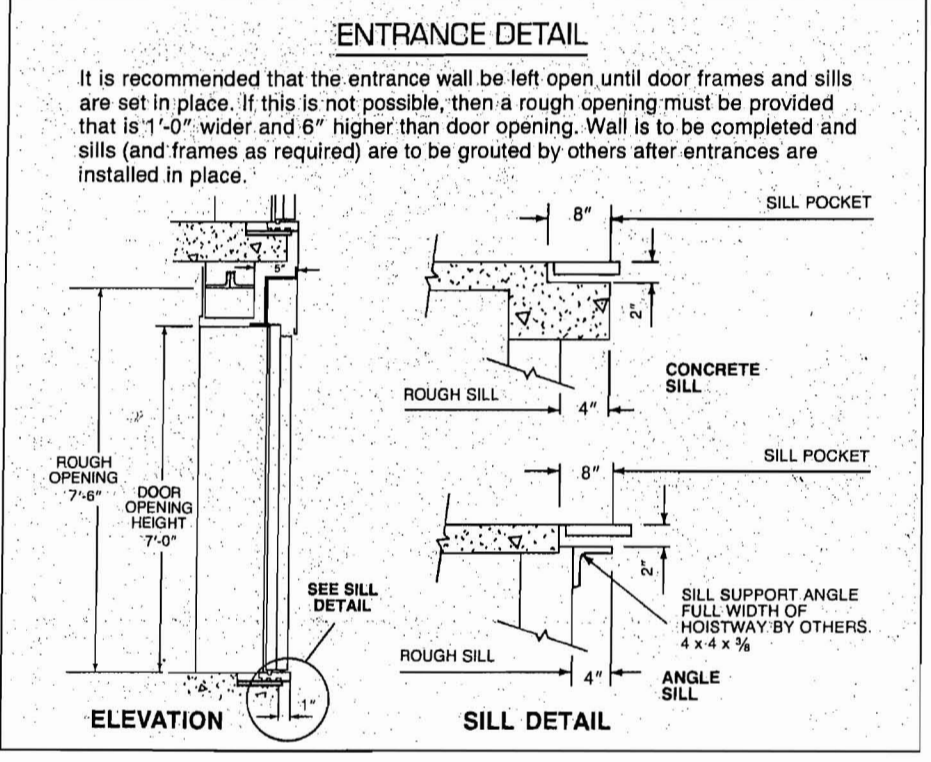
**Maximum floor-to-floor distance available is 26'-0"**

- 100 FPM  
 (1/2 Travel) + 58" = Pit & Overhead required.  
 Minimum Overhead is 12'-6".  
 Minimum Pit is 4'-0".
- 125 FPM  
 (1/2 Travel) + 67" = Pit & Overhead required.  
 Minimum Overhead is 12'-9".  
 Minimum Pit is 4'-0".

**FOR HOLED INSTALLATIONS**

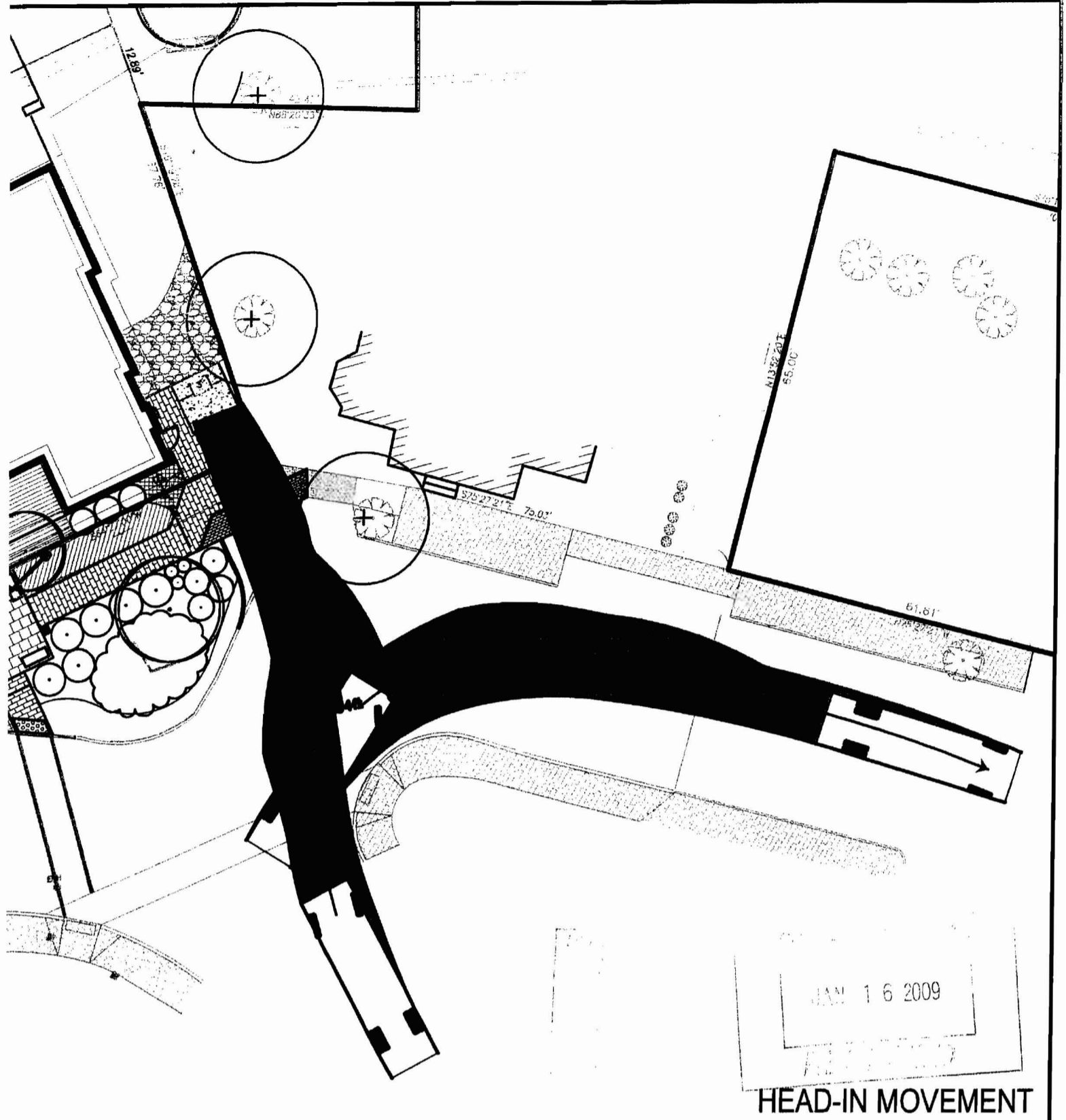
**Maximum floor-to-floor distance available is 39'-0"**

- Pit depth - 4'-0" minimum is standard.
- Hole depth from lower terminal landing is approximate Travel + 6'-0".
- Minimum clear Overhead required (based on 8'-0" high cab):  
 For up to 100 FPM = 11'-10".  
 For 100 FPM and over = 12'-1".



**MACHINE ROOM**

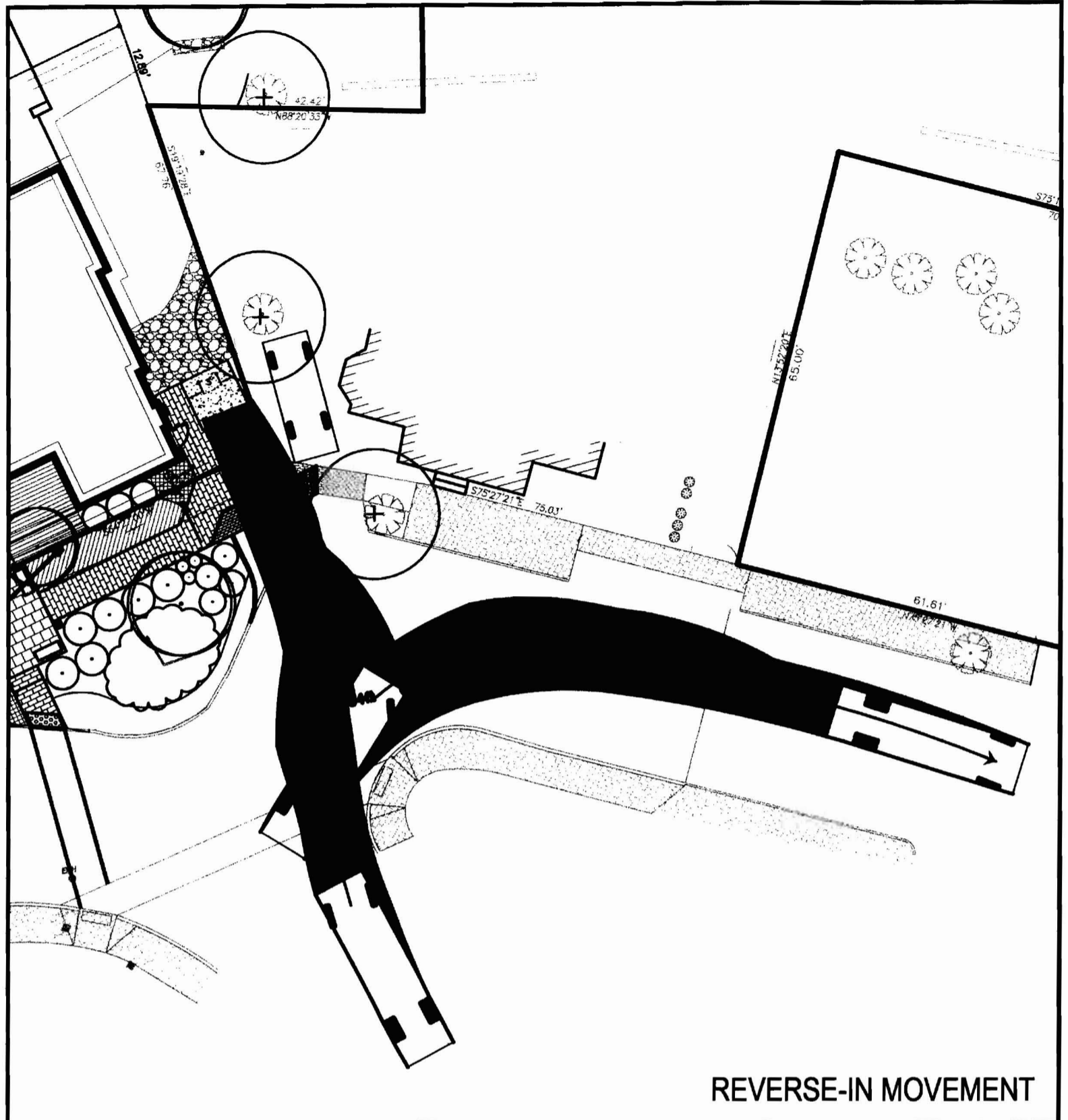
- An area 5'-6" x 7'-0" x 8'-0" high is adequate with 3'-0" wide door opening for access.
- All materials are furnished for machine room located adjacent to elevator hoistway at lowest landing.
- Adequate heating and ventilation to meet code requirements must be provided.



HEAD-IN MOVEMENT

|   |  |   |
|---|--|---|
| <p>PROJECT:</p> <p style="text-align: center;"><b>CRESCENT HEIGHTS</b></p>  | <p>PREPARED BY:</p> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;"> <p style="font-size: 2em; margin: 0;">DH</p> <hr style="width: 10px; margin: 2px 0;"/> </div> <div> <p style="margin: 0;"><b>DeLUCA-HOFFMAN ASSOCIATES, INC.</b></p> <p style="margin: 0;">778 MAIN STREET, SUITE 8</p> <p style="margin: 0;">SOUTH PORTLAND, ME 04106</p> <p style="margin: 0;">(207) 775-1121</p> <p style="margin: 0;">DHAI@MAINE.RR.COM</p> </div> </div> | <p style="font-size: 1.5em; margin: 0;"><b>SK-C-1</b></p> <p style="font-size: 0.8em; margin: 5px 0 0 0;">DATE: 1-15-09</p> |
| <p>TITLE:</p> <p><b>SU TRUCK (AASHTO 2004) TURNING MOVEMENT AT 6MPH</b></p> <p style="font-size: 0.8em;">EXCERPT OF DRAWING: AUTOTURN 1-15-09.DWG</p> |  |   |





REVERSE-IN MOVEMENT

|   |   |   |
|---|---|---|
| <p>PROJECT:</p> <p><b>CRESCENT HEIGHTS</b></p>  | <p>PREPARED BY:</p> <p><b>DH</b> DeLUCA-HOFFMAN ASSOCIATES, INC.<br/>         778 MAIN STREET, SUITE 8<br/>         SOUTH PORTLAND, ME 04106<br/>         (207) 775-1121<br/>         DHAI@MAINE.RR.COM</p> | <p><b>SK-C-2</b></p> <p>DATE: 1-15-09</p> |
| <p>TITLE:</p> <p><b>SU TRUCK (AASHTO 2004) TURNING MOVEMENT AT 6MPH</b><br/>         EXCERPT OF DRAWING: AUTOTURN 1-15-09.DWG</p> |   |   |



DEVELOPMENT CONSULTANTS, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL 207 775 1121  
FAX 207 879 0896

■ SITE PLANNING AND DESIGN  
■ ROADWAY DESIGN  
■ ENVIRONMENTAL ENGINEERING  
■ PERMITTING  
■ AIRPORT ENGINEERING  
■ CONSTRUCTION ADMINISTRATION

December 23, 2008

Ms. Barbara Barhydt  
City of Portland Planning Authority  
4<sup>th</sup> Floor, City Hall  
389 Congress Street  
Portland, ME 04101

DEC 29 2008

**Subject: Crescent Heights  
Response to Comments of December 9, 2008**

Dear Barbara:

We have received your December 9, 2008 correspondence regarding the above project and offer the following responses to your comments.

**Zoning**

Comment 1: *Marge Schmuckal, Zoning Administrator, reviewed the plans submitted on November 18<sup>th</sup> for a lodging house with 44 rooming units. In her comments submitted on November 25, 2008, she indicates that the proposed project is in conformance with the R-6 zoning requirements and dimensional standards (Attachment 1). She does ask if an HVAC unit is proposed and what are the expected noise levels.*

Response: Because central air conditioning is not planned for the building, there will be no air handling units or compressor condenser units on the roof or at grade level.

Comment 2: *As a follow-up to Marge's comments, any proposed emergency generators or roof top appurtenances should be shown on the plan and building elevations along with anticipated noise levels.*

Response: All mechanical units other than the following will be located in an interior mechanical room on the lowest level of the building.

Equipment: Range hoods and bathroom exhaust fans will be ducted to wall caps. These will generate minimal sound, about 2 – 3 sones at the source. (A sone is a unit of perceived loudness). Their sound will be further attenuated by the horizontal run of ductwork attached to each cap.

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Roof Items: There will be a 42" high venthouse on top of the elevator shaft. This will be shown on the south elevation. Roof equipment will consist of an exhaust fan serving the corridors. This unit will be powered with a fractional horsepower motor, will be centrally located, and will have a sound rating of 10 – 15 sones.

**Site Plan**

Comment 1: *The lot area and square footage is presented [on] the cover sheet for the plan set. Please include this information on the site plan page as well.*

Response: The lot areas are part of the label for each lot and may be found on the Survey, Existing Conditions, and Site Layout Plans. The square footages of lot coverage, open space, etc. may be found in the Zoning Summary chart on C-2 General Notes. The figures are reproduced below for your reference.

| <b>Lot (CCRD Book/Page)</b>    | <b>Lot Area (SF)</b> |
|--------------------------------|----------------------|
| 18032/68 (#25 Crescent Street) | 3,133.1              |
| 19986/204 (undeveloped area)   | 4,913.2              |
| 22762/45 (#29 Crescent Street) | 4,224.7              |
| Portion of 19986/204           | 1,254.8              |
| <b>Subtotal area</b>           | <b>13,525.8*</b>     |
| 18032/68 (#15 Crescent Street) | 4,277.8              |

\*The deed recorded in CCRD Book 26288, Page 49 states the parcel size as 13,534.0 SF, a discrepancy of 8.2 SF.

| <b>Building Summary</b>       | <b>Area (SF)</b> |
|-------------------------------|------------------|
| Ground Floor                  | 4,908            |
| First Floor (Street Level)    | 4,877            |
| Second Floor                  | 4,788            |
| Third Floor                   | 4,590            |
| <b>Total Gross Floor area</b> | <b>19,163</b>    |
| <b>Total Footprint area</b>   | <b>4,908*</b>    |

\*Footprint area, or building outline, is a measurement of the area of land covered by the building structure, measured along the exterior wall faces in a 2-dimensional or horizontal plane.

Comment 2: *The catalog cuts and location of lights was included in the application. Please submit a photometric plan for proposed exterior lighting.*

Response: Bartlett Design has provided the accompanying plan and brief description of the proposed site lighting. These are contained in Attachment A to this submission.

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Comment 3: *The Planning Staff is reviewing the building design and will submit comments shortly. As noted in the revised application, samples of the exterior materials must be submitted.*

Response: Exterior material samples will be displayed on boards and presented to the Planning Board during the meeting on January 13.

Comment 4: *The exterior storage facility for waste is located on the easterly side of the proposed building, next to the adjoining residential property under separate ownership. The first location was on the westerly side of the building and along the public sidewalk. While an enclosure is proposed to screen the new location of the dumpster, it is roughly 7 feet from the edge of the sidewalk. In addition, the noise during collection will impact both adjoining residential properties. The Planning staff encourages the applicant to seek alternatives to locating the dumpster in these locations. The site is tight and is challenged by steep slopes. Is an internal trash room or some other design solution a possibility?*

*Thomas Errico, Consulting Traffic Engineer, mentions moving the dumpster back to the original location in his correspondence (Attachment 2). As proposed, the change in curb lines creates a wide curb cut with the adjoining property and a driveway width of 9 feet leading to the dumpster. The City has concerns regarding the layout of the joint driveway in terms of accessibility for passenger cars and garbage trucks.*

Response: The applicant has considered alternatives, including interior refuse storage space. To utilize municipal trash collection services, full access would need to be provided to an interior location. This alternative was not feasible as the eastern side door will be kept locked for security and non-residents would not be permitted access.

There were several reasons the dumpster was moved to the eastern side. The eastern location is near a door; there is no door near the western side. Since the dumpster was removed from the west side, a second window was added to the corner bedroom on the street level. The shift to the east also removes the dumpster and enclosure from public view from passersby using the side door of the MMC garage. It also enabled the existing driveway turnout (mostly used by MMC service vehicles) to be removed, and allows space for another street tree and more landscaped space between the buildings and between the street and sidewalk. The space next to the proposed building was opened up to include bicycle parking located next to a public way. We viewed placement next to the residential abutter as the only downside to the east side location. A small dumpster (5 ft. x 5 ft.) will be screened by a sturdy PVC enclosure and should not result in excessive noise on collection days. The width of the curb cut was kept narrow (16.5 ft. wide) as it allowed planting space to mitigate direct views of the

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enclosure from Wescott Street. The proposed curb cut is less wide than the other shared driveway curb cuts easterly on Crescent Street. The widths of the other existing curb cuts vary from 26 to 33 feet. The Existing Conditions Plan has been updated to reflect new sidewalk construction recently completed on the north side of Crescent Street.

*Comment 5: The site plan shows three bike racks with the capacity to hold 6 bicycles and two bicycle storage areas on the lower level with a capacity of 12 bicycles. The capacity to handle 18 bicycles exceeds the minimum City requirements. The proposed outside racks meet the City standards. The lighting of the area will be part of the review of overall lighting.*

Response: Proposed lighting in the area of the bike racks has been added to the photometric plan.

#### **#15 Crescent Street**

*Comment 1: It was stated at the first workshop that the structure is not suitable for rehabilitation and the proposed site would be kept vacant. The loss of this building is part of the Replacement Housing review and the staff wonders if there is some merit in renovating the structure. The demolition plan indicates that #15 Crescent Street is proposed to be demolished, but the site plan shows the existing structure on this parcel. The site plan should show the proposed measures for stabilizing and landscaping the site.*

Response: The Applicant has reviewed the merit of renovating the existing structure at #15 Crescent Street and finds that it is not economically justified. The outline of the existing structure and associated pavements has been removed from the Site Layout Plan and other proposed plans. Proposed measures for stabilizing and landscaping the site have been added to the Site Layout and Landscape Plans. Basically, the applicant proposes to demolish the building and use the #15 Crescent Street site as a staging area during the construction period. After construction, the site will be graded, loamed and seeded for final surface stabilization.

#### **Traffic**

*Thomas Errico, Consulting Traffic Engineer, has submitted the following comments (see Attachment 2).*

*Comment 1: As we discussed at last weeks staff meeting, it may make sense for the project to keep the curb cut open to the west and use it for [t]rash removal and thereby better delineate the driveway to the abutting property.*

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Response: Please refer to the Response to Comment 4 above.

Comment 2: *I would suggest that a second crosswalk be provided on the northerly approach of Crescent Street. An ADA handicapped ramp will need to be added.*

Response: One crosswalk from the SW corner of Wescott Street to an ADA handicapped ramp leading to the public sidewalk and proposed entryway is provided. This will supplement an existing crosswalk at the parking garage less than 100 feet to the west. For this reason it is our opinion that two crosswalks in the project vicinity should be adequate. No ramp is needed at the east end of the sidewalk at the shared driveway as it is at the same grade as the driveway.

Comment 3: *Parking for the project will be provided within the MMC Parking garage. The applicant shall provide information on the supply adequacy of the garage in the future. I would ask that the applicant provide clear language as to the agreement of parking spaces usage for tenants. For example, will all tenants be given use of space in the garage? Will dedicated signed spaces be provided? I would suggest that Corporation Counsel reviews the Lease for Parking Spaces agreement. [Planner's Note: Danielle West-Chuhta, Associate Corporation Counsel, is reviewing the agreement.]*

Response: A draft Lease Agreement has been previously submitted for review. There will be 44 undesignated parking spaces for the use of tenants of the Project. There are adequate spaces in the MMC Garage adjacent to the project. Refer to the "Bramhall Campus Parking Study Maine Medical Center" prepared by Gorrill Palmer Consulting Engineers dated December 2003 and revised April 2004, which calculates the total parking demand as 1,924 spaces with the total off-street parking supply of 2,658 spaces. There are 512 spaces within the expanded Ramp Parking Garage adjacent to the project with more than enough capacity to accommodate the project's parking needs.

Comment 4: *I conducted a trip generation analysis for the proposed project according to data contained in the publication Trip Generation, Institute of Transportation Engineers. Based upon traffic data developed for the MMC project, including monetary contributions, the proposed project shall contribute \$10,400.00 towards future transportation improvements at the Congress Street/Bramhall Street intersection.*

Response: Please refer to the appended letter from Tom Gorrill, the traffic consultant for the MMC expansion project. He states that parking spaces for the medical students were accommodated in the garage during the expansion and garage planning process. An impact fee of \$65,000 was paid by MMC at that time to contribute toward the future transportation improvements at the Congress Street/Bramhall Street intersection. The medical students who will be relocated to the proposed

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lodging house currently reside and park at properties owned by MMC. They already commute from the West End and park in the garage; as a result, moving them to the lodging house will not increase nor decrease the traffic generated. It is the applicant's opinion that an additional impact fee is not necessary, due in fact that it has already been assessed and paid as part of the MMC project. The trips generated by users of the future redevelopment of MMC properties have not been considered, so the impact fee for transportation improvements should be assessed at that future date. Furthermore, we are not aware of any credit applied to the existing three buildings to be demolished. The buildings at #15, #25 and #29 collectively contain 18 apartments and 5 rooming units. Accounting for these existing units as well as for the fact that the tenants at the proposed lodging house will primarily walk to work, it is our opinion that overall traffic will be enhanced by the project. As the Applicant has publicly stated, we consider the proposed project as "Smart Growth" in that it contemplates urban design and function and will effectively minimize traffic and other impacts.

### **Civil Engineering**

*Dan Goyette, Consulting Engineer, submitted the following comments (See Attachment 3).*

Comment 1: *The existing sewer lines that are to be abandoned will need to be sealed at the main and plugged at the building.*

Response: Notes have been added to indicate that the existing sewer lines that are to be abandoned will be sealed at the main. The existing sewer pipe upstream of the point of the proposed sewer connection and in the vicinity of the proposed building will be removed. The upper end of the abandoned sewer connecting to Weymouth Street system will be plugged as well as sealed at the main in Congress Street.

Comment 2: *All demolition material from the project sites will need to go to the Riverside Recycling Facility.*

Response: The note on the General Notes sheet C-2 has been edited with this information.

Comment 3: *Catch Basin CB-A will need to have a casco trap.*

Response: A note has been added and the appropriate detail added to the plan set.

Comment 4: *The roof drain will need to be tied into the CB lateral, not directly to the catch basin as shown.*

Response: The roof drain has been changed to tie into the CB lateral instead of the catch basin.

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Comment 5: *The foundation drain can not be day lighted on the slope as it would create a waterfall onto the sidewalk on Congress Street. This would lead to a very hazardous ice condition during winter months for both the sidewalk and roadway. It should be tied into the existing stormdrain line in Congress Street.*

Response: We propose to daylight the foundation drain onto a shallow slope on the east side of the site. A riprap stabilized apron and level spreader will be provided to disperse water down the slope in a manner that will not result in erosion or concentrated flow. The foundation drains are not anticipated to collect excessive amounts of subsurface drainage. Once dispersed onto the stabilized slope, we foresee no major flow onto the sidewalk or street. We note that the foundation drains are being provided in accordance with the geotechnical report recommendation. The geotechnical investigation results did not indicate shallow groundwater or any particular groundwater limitations; hence we foresee any discharge from the foundation drains as being minimal.

Comment 6: *The electrical service will need to be installed using the Alternate #1.*

Response: That is our preference. We do not know at this point whether pole #2 is able to accommodate a 3-phase transformer necessary for the load of the proposed building. The Electrical Site Plans by Bartlett Design currently contemplate a new transformer be placed on the existing pole. The existence of conduit from pole #2 beneath Crescent Street is unknown as well at this time. The Electrical Site Plan currently includes two concrete encased duct banks crossing Crescent Street. A 2 x 2 duct bank will be provided for the power and a 2 x 3 duct bank will be provided for communications and cable.

Comment 7: *The sidewalk detail shall be modified to show 10" of type B gravel under the sidewalk, 12" of type B under the driveways and the boarder course of brick needs to be mortared to the bituminous base not the concrete base.*

Response: We have revised the standard sidewalk detail accordingly.

Comment 8: *The jogs in the sidewalk will need to be removed and the sidewalk shall be installed in a straight line.*

Response: The atypical configuration of Crescent Street in the project vicinity and the aesthetic value that the jogs provide justify our proposal to "jog" the sidewalk in an atypical approach. The property owner is willing to plow and clear the sidewalks and the jogs do not deter that operation. The jogs provide a more interesting walking experience in a broader than normal, non-linear landscaped space. yet the configuration provides direct access through and to the property, with seating areas to enjoy the larger space. Also, the jogs avoid the low sill of the



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bedroom windows of the first floor that are located 3 feet horizontally from the right-of-way line. There would be minimal separation of the sidewalk edge if built in its standard linear configuration. The desire for increased privacy from passersby resulted in the wider planting space between the windows and the public walk and thus, a jog was born. This jog was also reflected at the east end of the proposed walk to enlarge the planting area for a unique shade tree in front of the fenestrated, south-facing building lobby and to mitigate views of the shared driveway and trash enclosure as approached from the west. For these reasons along with the applicant's willingness to accept the maintenance responsibilities for the public walk areas in front of the site, we propose to maintain the sidewalk alignment as configured on the drawings.

Comment 9: *Portions of Crescent Street are under a 5 year moratorium and will be subject to the repairs required for moratorium streets.*

Response: Acknowledged. Recent pavement improvements end at the west boundary of #15 Crescent Street. We have added notes to the drawings clearly outlining the selected contractor's responsibility to perform all excavation activities within Crescent Street in accordance with the City's "Rules and Regulations for excavation activities within the Public Right of Way". We have also added standard details as excerpted from this technical guideline.

Comment 10: *It is not clear from the plans or the narratives provided what is intended at #15 Crescent Street. Please clarify if the building is to be demolished, replaced or left in its current condition.*

Response: Additional information has been provided. The building will be demolished and the site used as a temporary staging/materials storage yard during construction. Following construction the site will be loamed, seeded and mulched to provide a permanent grass surface restoration.

#### **Fire**

Comment 1: *Captain Gregory Cass has approved the plan with the conditions that the plan by definition this will be reviewed as a dormitory per NFPA 101 and the fire alarm system will require a "Master Box" connection.*

Response: Acknowledged.

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**Landscaping**

*Comment 1: Jeff Tarling, City Arborist, review of the landscape is pending.*

Response: The project Landscape Architect has communicated with Jeff Tarling and made several landscape revisions based on their discussions. These are reflected in the latest plan submission.

**Additional Information (written submittal)**

*Comment 1: Please provide the estimated cost of development.*

Response: Estimated costs of development: \$3,000,000 building construction, \$4,000,000 total development.

*Comment 2: Please provide evidence of sewer capacity and adequate capping of sewer.*

Response: Frank Brancely of the Portland Department of Public Works has been contacted regarding our September 2008 request for a Capacity Availability letter. We will continue to follow up with Mr. Brancely regarding his issuance of a Capacity Availability letter and we will forward any correspondence we receive from him to the Planning Department if necessary. The capping of sewer occurs prior to construction. A confirmation letter will be requested at that time.

*Comment 3: The question of whether the unrecorded sewer easement will be referred to Danielle West-Chuhta.*

Response: It is our understanding that the sewer easement referred to on our plans simply was taken off earlier utility plans prepared by TRO and their civil consultant, Sebago Technics on behalf of MMC. We have contacted Sebago Technics and they have no record on this easement ever being executed, nor do records at the CCRD indicate this easement was ever executed. The purpose of the easement is also unknown. Since a portion of the #29 Crescent Street sewer will be removed and a portion reused as the private service for the proposed building we foresee no reason to have this easement in place. The sewer serves only the proposed building and no other buildings are served by the existing pipe to the best of our understanding and according to the City's records. As it will remain a private sewer connection, a sewer easement is not necessary in our opinion.

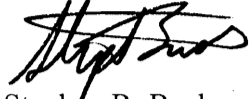
We trust these responses satisfactorily address the staff's comments. We look forward to appearing before the Planning Board at their January 13, 2009 meeting as we try to wrap up the workshop aspects of the project review.

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If you have any further questions or informational needs please contact this office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, P.E.  
Senior Engineer

SRB/sq/ked/smk/JN2827/Barhydt-12-22-08-ComRes

Attachments

c: Crescent Heights, LLC  
Mark Wilcox, Winton Scott Architects

**ATTACHMENT A**

December 22, 2008

Mr. Stephen Bushey, PE  
DeLuca Hoffman Associates, Inc.  
778 Maine Street  
South Portland, Maine 04106

RE: Crescent Heights LLC Housing Project  
Crescent Street, Portland, Maine

Dear Steve:

It is our understanding that Crescent Heights LLC is planning to construct an 11 suite lodging house including 44 bedrooms on Crescent Street in Portland. The project is intended to serve medical students at Maine Medical Center who are currently housed in properties owned by Maine Medical Center. The students currently park in the newly constructed parking garage on Congress Street. Three buildings will be razed as part of the project which currently house 18 apartments and 5 rooming units.

It is our understanding that in the City staff's review comments, Mr. Errico has recommended that Crescent Heights LLC pay an impact fee for traffic associated with the project traveling through the intersection of Congress Street, Deering Avenue, and Bramhall Street (Bramhall Square). Gorrill-Palmer Consulting Engineers Inc. completed a traffic study in 2004 to assess the impact of the Obstetrics and Newborn Center, and the Congress Street garage which included the students who were in residence at that time as part of the existing traffic. Thus the impact of this traffic on Bramhall Square has already been considered.

#### ***Estimated Trip Generation***

Gorrill-Palmer Consulting Engineers, Inc. used the Institute of Transportation Engineers (ITE) publication *Trip Generation*, 7<sup>th</sup> Edition as the source for determining the potential trip generation for the Crescent Heights site during the PM peak hour of the adjacent street traffic. Although the project is a lodging facility, for the purpose of estimating trip generation we used Land Use Code 220, Apartment. The estimated trip generation based on 11 suites is 7 trip ends (a trip end is either a trip in or out, thus a round trip is equal to 2 trip ends). However, 44 bedrooms would equate to 4 bedrooms per unit, which is likely higher than the average sample in ITE. Therefore, our office assumed 2 bedrooms per unit to be conservative and recalculated the trip generation based on 22 suites, yielding an estimate of 14 trip ends for the project during the PM peak hour of the adjacent street traffic. Gorrill-Palmer Consulting Engineers Inc. has estimated, based on our knowledge and use of the area, that 30% of the traffic traveling to and from the site will utilize alternative modes such as walking, biking, or taking the bus, especially given the proximity of the project to Maine Medical Center and downtown Portland. Thus, we estimate that the project will generate 10 trip ends during the peak hour of the adjacent street traffic.

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December 22, 2008  
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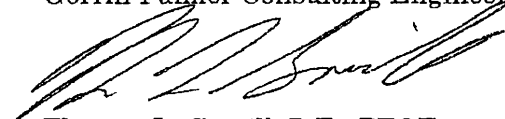
The existing 18 apartment units and 5 rooms we have estimated as 18 apartments to be conservative using Land Use Code 220 which results in 11 trip ends during the PM peak hour of adjacent traffic. Again, assuming 30% use alternative modes results in 8 trip ends during the peak hour of the adjacent street traffic. Thus, the project will result in a net increase of 2 trip ends to the site, which again were considered in the previously completed MMC traffic study.

**Impact on the Intersection of Congress/Bramhall/Deering**

Gorrill-Palmer Consulting Engineers Inc. assigned the traffic to the site utilizing the trip assignment percentages contained in the "*Traffic Impact Study-Proposed-Expansion-Bramhall Campus, Portland, Maine, revised April 2004*". Based on this information, the trip assignment for the increase of two trip ends would be one trip entering on Ellsworth Street and one exiting through Bramhall Square.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Thomas L. Gorrill, P.E., PTOE  
President



September 26, 2008

Ms. Barbara Barhydt  
Development Review Services Manager  
City of Portland Planning Authority  
389 Congress Street  
Portland, Maine 04101

**Subject: Housing Replacement Fund Application  
Crescent Heights LLC  
25-29 Crescent St.**

Dear Barbara:

On behalf of Crescent Heights LLC, I am pleased to submit our application for the Preservation and Replacement of Housing Units (PARHA). We plan to build a LEED-Gold Certified new apartment building housing 44 individuals on the site of what are now three uninhabitable apartment buildings, owned by Crescent Heights and purchased from Maine Medical Center in fulfillment of their contract zone and expansion. Developers Collaborative, doing business as Crescent Heights LLC, has worked very hard to create a smart growth concept that will be received favorably by the neighborhood, the institution, and the City and we look forward to the continued involvement of all interested parties as we make this building an asset to all.

The target market for Crescent Heights is student renters who will be coming to Portland as part of Maine Medical Center's new medical school partnership with Tufts University. Currently, if this increased demand is not met, new students will be renting primarily near Maine Medical Center, an area of the City constrained in opportunities for new housing creation. This will decrease affordability in a section of the City that is already unaffordable relative to some other areas of the City.

Crescent Heights' plan to provide replacement units is in keeping with the spirit, intent, and letter of Section 14-483, the stated purpose of which is "to promote and facilitate an adequate supply of housing, particularly affordable housing." **The replacement units will provide significantly more housing opportunities (44 bedrooms) than those being demolished (23 bedrooms).** However, due to the suite-style of the new building, 44 bedrooms are being accommodated in 11 "dwelling units," while 13 legal "dwelling units" and 5 legal "rooming units" are being replaced. **Therefore, and in recognition of the fact that student housing qualifies as "an important housing need within the City, as evidenced by its inclusion in the housing element of the City's Comprehensive Plan" under Sec. 14-384 (h)(6)(c), Crescent Heights is hereby applying under the special plan allowance of the above-mentioned Section of the Ordinance.**

While Sec. 14-384 (h)(6)(c) sets this test to determine qualification under a special plan, it is worth noting that Crescent Heights meets many other goals of the Housing Element of the Comprehensive Plan as well in addition to the type of housing being proposed. The project will provide density, yet be compatible with the scale and character of the neighborhood; conform within existing zoning, thus obviating the need for a contract zone which has become more and more common in the City; be a significant upgrade in quality of the housing stock at a time when new investment in Portland's housing is

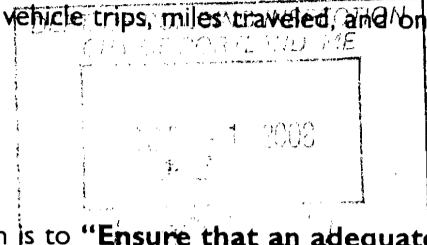
(207) 772-7673

Fax (207) 253-5183

17 Chestnut Street / Portland, ME 04101

[www.developerscollaborative.com](http://www.developerscollaborative.com)

challenged; create a sustainable building that will seek LEED Gold Certification, thus providing both lower life cycle costs as well as sustainable building design, materials, and practices; and be located extremely close to the end users' major destination, keeping down vehicle trips, miles traveled, and on-street parking demand.



**Special Plan as contemplated by Sec. 14-384(h)(6)(c)**

POLICY #1 of the Housing Component of the Comprehensive Plan is to **“Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.”** To implement this, “a diverse mix of housing types,” is called for, including “Housing for special markets, such as...student or dormitory housing.” A related strategy is to “Encourage higher density housing located near services, such as schools, businesses, institutions, employers, and public transportation.”

POLICY #3 of the Plan is to **“Maintain and enhance the livability of Portland’s neighborhoods as the City grows through careful land use regulation, design and public participation that respects neighborhood integrity.”** This emphasis on the value of neighborhoods as planning units underlies the provisions in Maine Medical Center’s contract zone agreement (Order 172-04/05), which initially required the divestiture of the properties upon which the uninhabitable housing is now to be replaced by Crescent Heights LLC. Order 172-04/05 expressly contemplates that the divestiture of the properties will “allow others to return them to residential use.” New construction aimed at a specialty niche market such as medical student housing is perhaps one of the only ways to fulfill the intent of the contract zone due to the poor state of repair of the properties, even at the time of the contract zone agreement. The condition of these buildings is such that not only are they unable to be rented in their current state, they are too far gone to be renovated as the cost to do so would not justify the achievable rents upon renovation. Thus, the buildings will not likely be renovated, by Crescent Heights or any other party subject to economic or market constraints.

Further in POLICY #3, Action 3.a.4 is “The City should work with its colleges and universities to assure **new construction** of affordable student housing, to meet the current and future needs created by their long-term goals for expansion.”

Also in POLICY #3, Objective 3.d. is to “Encourage **new** housing development in proximity to neighborhood assets such as open space, **schools**, community services and public transportation. This Objective contemplates more general smart growth ideas that it is desirable to live near common destinations. Crescent Heights will be targeted toward medical students who will be working and studying one block away. This is possible because parking is provided in the garage next door, an innovation that allows a greater density of housing to be built within existing zoning regulations. Density (see POLICY #1, above) and conformance with zoning (“Uphold Zoning: Enforce approved density regulations in the Zoning Ordinance”) are also two goals of the Housing Element of the Comprehensive Plan.

*“Portland is home to the region’s major institutions, which provide numerous employment opportunities and create a demand for housing for employees and students. These benefits can be offset by increased traffic, parking and housing demands that may adversely affect neighborhoods. Residents express concern about the*



transitory nature of student tenants, shortage of parking, and upkeep of residential buildings. The City will continue to work on balancing neighborhood stability with the needs of institutions to expand and provide required services.”

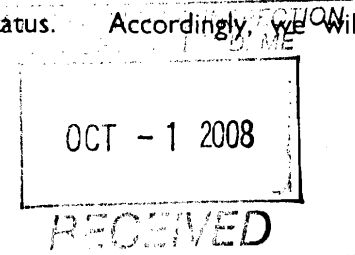
-Housing Component of the Comprehensive Plan, p. 42

Crescent Heights is the result of a predevelopment process that has included an analysis of the properties to be redeveloped, the opportunities and constraints of the neighborhood, and consultations with community stakeholders including neighborhood residents, elected officials, City staff, and Maine Medical Center. This process has resulted in a proposal which is tailored to the unique requirements of the situation and site.

**POLICY #5** states that **“Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.”**

Smart growth is a central tenet of both the City of Portland. Crescent Heights helps implement this vision in many ways on a single site. In fact, Crescent Heights is in keeping with all six of the major objectives of POLICY #5, including:

- Objective 5a: *“...a dynamic balance of the essential element of the city, such as excellent schools, diverse housing choices, proximity to services and employment...expanded economic base”*
- Objective 5b: *“Maximize development where public infrastructure and amenities exist”*
- Objective 5c: *“Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing.”* Importantly, one of the Medical Center’s motives in establishment of a medical school is not only to create more doctors in Maine, but to keep them here upon graduation and entrance into a professional career. Maine has a well-documented shortage of physicians and MMC sees a positive student experience as a key toward retaining MDs upon graduation. Crescent Heights will work in support of this important goal.
- Objective 5d: *“reduce dependence upon the automobile and make neighborhood life without a car more practical.”* While this project will use the transportation network efficiently by providing housing close to daily destinations as noted above, density in this location (fronting on Crescent Street but proximate to Congress Street) will support the City’s goal of a retail street presence on the latter. Currently there is a vacant retail space in the parking garage and this particular section of Congress Street awaits the critical mass necessary to spur the desired type of development.
- Objective 5e: *“Locate and design housing to reduce impacts on environmentally sensitive areas.”*
- Objective 5f: *“Design housing using new technologies and materials that reduce costs and increase energy efficiency.”* This project will target LEED Gold status. Accordingly, ~~we~~<sup>we</sup> will be implementing features such as:
  - Interior bicycle storage and changing rooms;



- Increased stormwater quality control;
- Light pollution reduction;
- Water efficient landscaping;
- Water use reduction techniques;
- Optimized energy performance;
- Enhanced refrigerant management;
- Enhanced commissioning;
- Solar hot water panels;
- Construction waste management;
- Low-emitting materials;
- Controllable lighting and thermal comfort systems.

In recognition of the fact that Crescent Heights is creating nearly double the housing opportunities (23 vs. 44 bedrooms), greatly increasing the quality of the units while maintaining affordability to students, and meeting "an important housing need within the City," as specified in the special plan provision of Sec. 14-384(h)(6)(c), we ask that you approve such special plan as presented herein and find Crescent Heights to be in full satisfaction under Sec. 14-384.

Thank you,

  
Richard Berman

Crescent Heights LLC

- 1 2008

**PRESERVATION AND REPLACEMENT OF HOUSING UNITS**

**PROJECT DATA**

Address Where Units Will Be Eliminated: 15, 25, + 29 Crescent St. C-B-L: 53-E-14  
53-E-15  
53-E-5  
53-E-6

Address Where Units Will Be Replaced: 25-29 Crescent St. C-B-L: 53-E-3 (part) 53-E-6  
53-E-4 53-E-14  
53-E-5 53-E-15

Number Of Units Eliminated: 13 du; 4 ru<sup>(23)</sup> Number Of Units Replaced: 11 (44 beds)

Circle Type of Unit Eliminated: rooming unit dwelling unit sheltered care group home

Circle Manner of Unit Elimination: Demolition consolidation conversion to nonresidential  
 original site to be used for parking after elimination

**Information on units to be Eliminated**

| Tenant Name | Tel #                    | Floor Area | # of Bdrms | Rent Amt | Amenities | Lease Length |
|-------------|--------------------------|------------|------------|----------|-----------|--------------|
| Unit 1      | See Attached spreadsheet |            |            |          |           |              |
| Unit 2      |                          |            |            |          |           |              |
| Unit 3      |                          |            |            |          |           |              |
| Unit 4      |                          |            |            |          |           |              |
| Unit 5      |                          |            |            |          |           |              |
| Unit 6      |                          |            |            |          |           |              |

**Information on Replacement Units**

|        | Floor Area               | # of Bdrms | Rent Amt | Amenities | Lease Length |
|--------|--------------------------|------------|----------|-----------|--------------|
| Unit 1 | See Attached spreadsheet |            |          |           |              |
| Unit 2 |                          |            |          |           |              |
| Unit 3 |                          |            |          |           |              |
| Unit 4 |                          |            |          |           |              |
| Unit 5 |                          |            |          |           |              |
| Unit 6 |                          |            |          |           |              |

Explain in detail any vacant units - who - why - when - etc.

*See Attachment*  
Please attach dimensioned floor plans of all units being eliminated AND  
dimensioned floor plans of replacement units  
*See Attachment*

**AFTER PLANNING BOARD CONDITIONAL USE APPROVAL**

Date of P.B Conditional Use Approval: \_\_\_\_\_

Shall attach copies of 90 day notice to vacate for each tenant who's unit is eliminated with proof of service.

Performance guarantee (letter of credit) posted on: \_\_\_\_\_ for \$ \_\_\_\_\_

Was alternate to replacement units exercised? \_\_\_\_\_ If so, how much money for how many units? \_\_\_\_\_

Date of receipt of alternate contribution: \_\_\_\_\_

I, Richard Berman, as applicant for a permit allowing the elimination of housing units under Portland City Code 14-483, hereby certify that the foregoing is true to the best of my knowledge.

Date: 9/25/08

Signature: *Richard Berman*

Print or type name: RICHARD BERMAN

**Information on Units to be Eliminated**

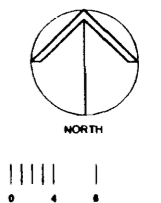
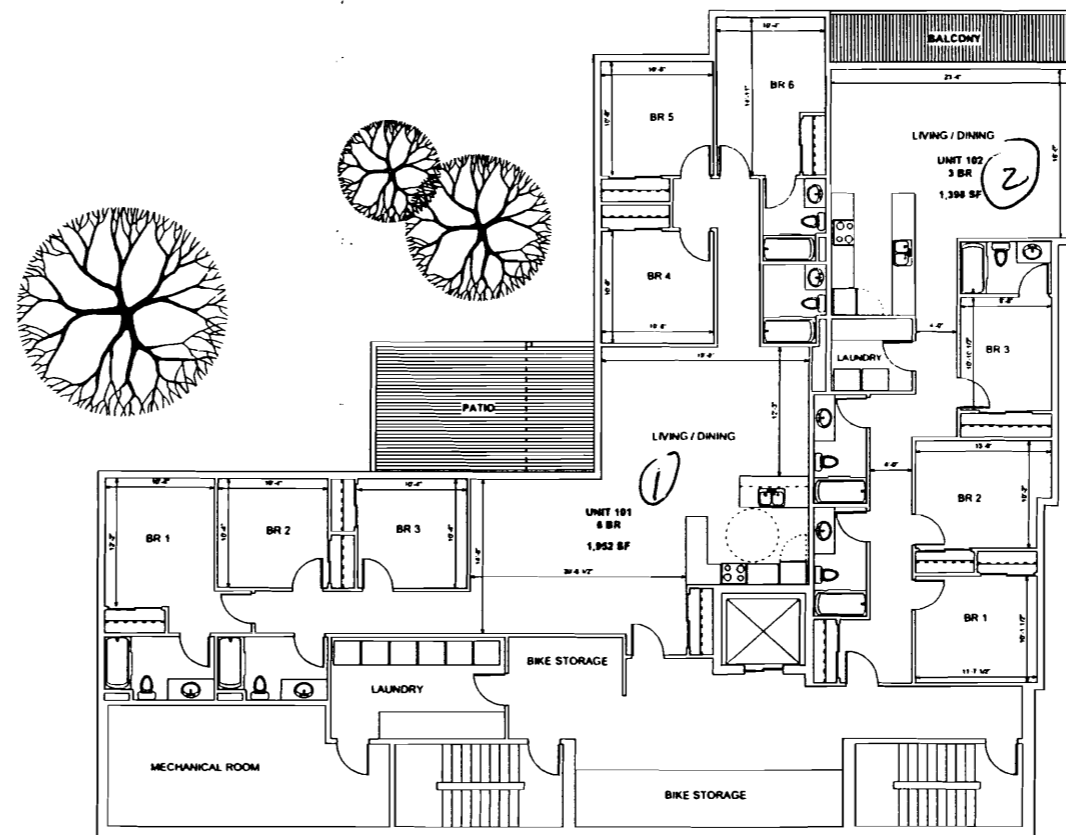
| Tenant Name         | Tel # | Floor Area   | # of Bdrms | Rent Amt | Amenities     | Lease Length |
|---------------------|-------|--------------|------------|----------|---------------|--------------|
| 15 Crescent #1 (du) | n/a   | not measured | 4          | n/a      | uninhabitable | n/a          |
| 15 Crescent #2 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #3 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #4 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #5 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #6 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #1      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #2      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #3      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #4      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #5      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #6      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #7      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #8      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 29 Crescent #1      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 29 Crescent #2      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 29 Crescent #3      | n/a   | not measured | 2          | n/a      | uninhabitable | n/a          |
| 29 Crescent #4      | n/a   | not measured | 2          | n/a      | uninhabitable | n/a          |

Total DU to be eliminated           **13**  
 Total RU to be eliminated           **5**  
 Total Bedrooms to be eliminated   **23**

**Information on Replacement Units**

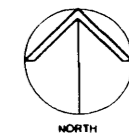
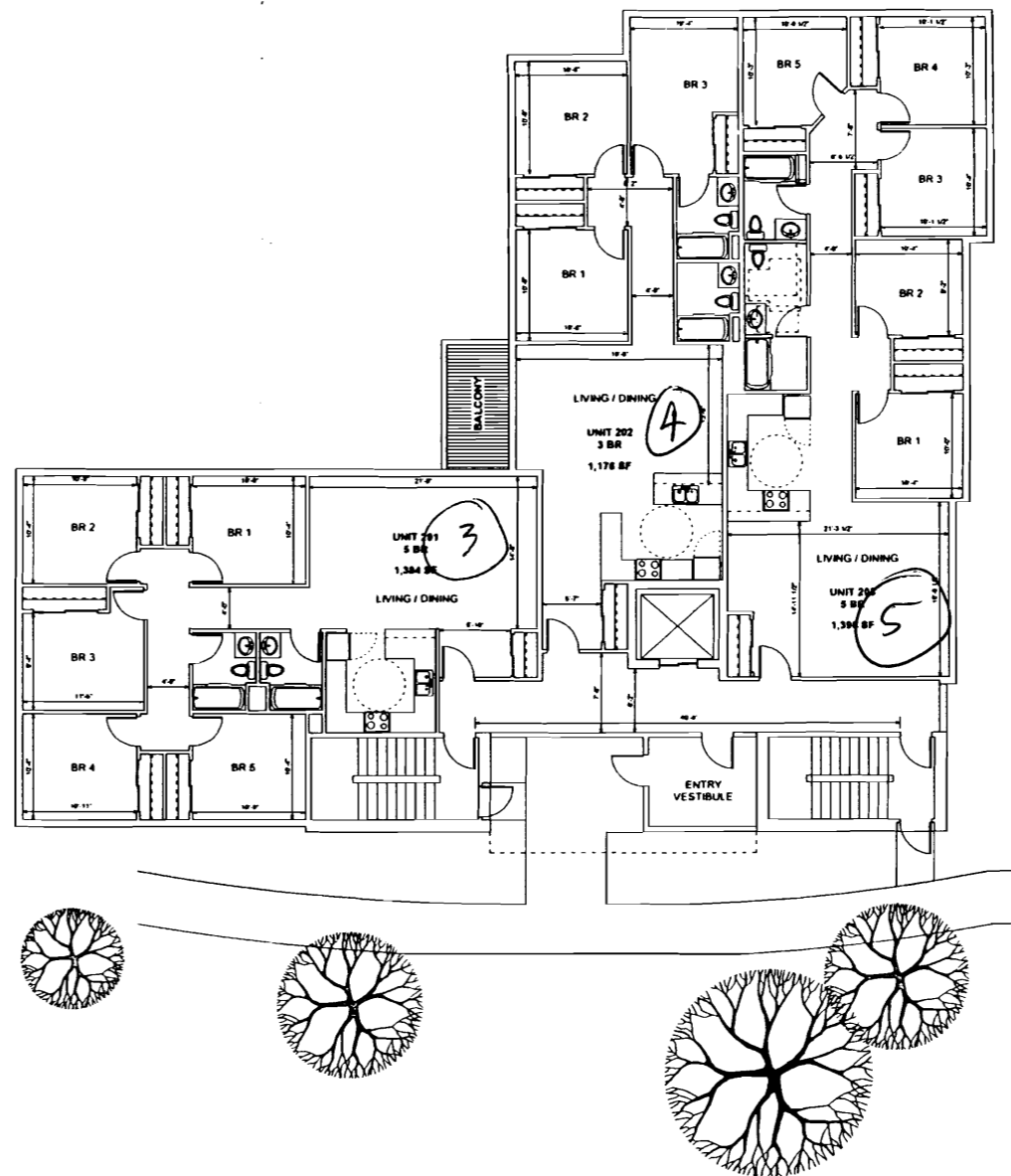
| Unit #                | Tel # | Floor Area | # of Bdrms | Rent Amt | Amenities    | Lease Length |
|-----------------------|-------|------------|------------|----------|--------------|--------------|
| Crescent Heights #101 | n/a   | 1,952      | 6          | tbd      | see attached | 1 yr         |
| Crescent Heights #102 | n/a   | 1,398      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #201 | n/a   | 1,384      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #202 | n/a   | 1,170      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #203 | n/a   | 1,398      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #301 | n/a   | 1,384      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #302 | n/a   | 1,170      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #303 | n/a   | 1,398      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #401 | n/a   | 1,384      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #402 | n/a   | 1,170      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #403 | n/a   | 1,398      | 3          | tbd      | see attached | 1 yr         |

Total DU to be replaced           **11**  
 Total RU to be replaced           **0**  
 Total Bedrooms to be replaced   **44**



Level 1 Floor Plan  
**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

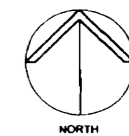
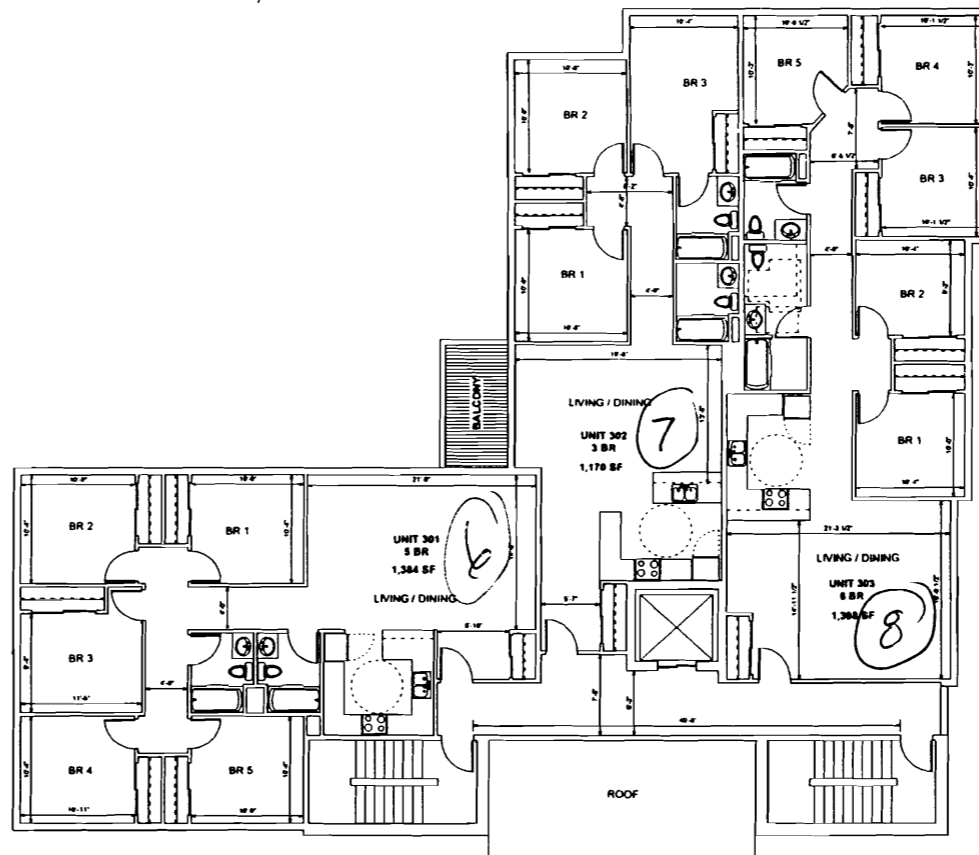
Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



**Level 2 / Ground Floor Plan**

**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

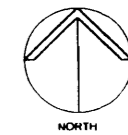
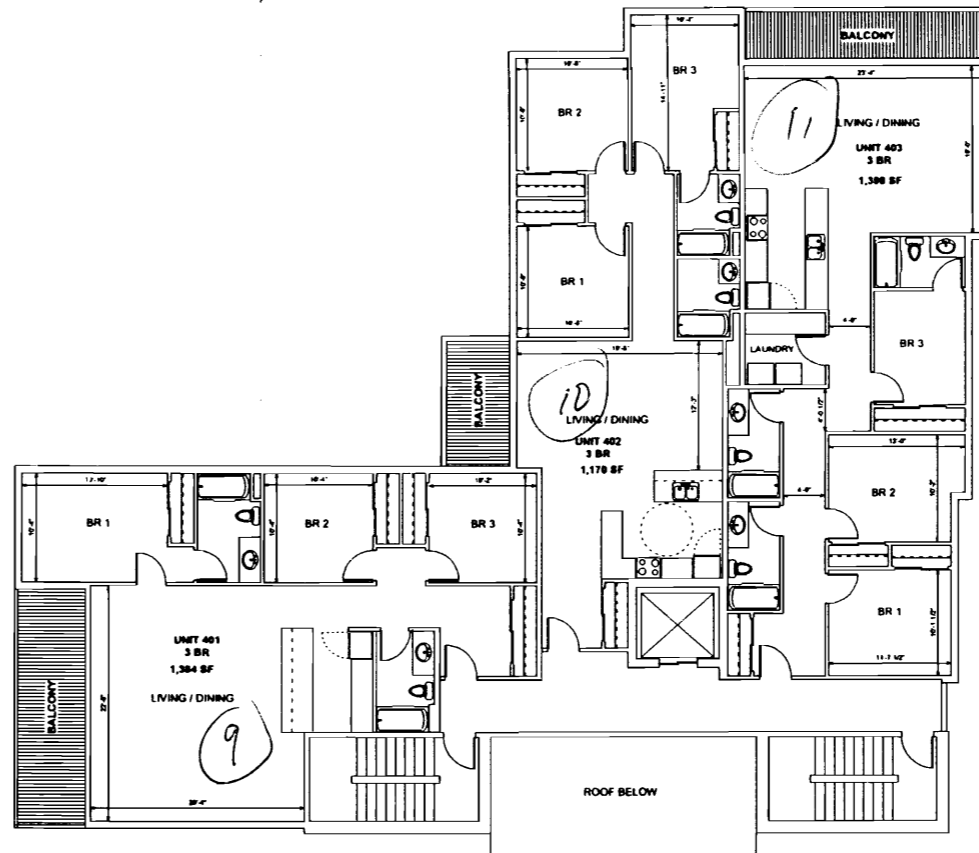


**Level 3 Floor Plan**

**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101





NORTH



**Level 4 Floor Plan**

**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



September 26, 2008

Penny St. Louis Littell, Director  
Planning & Urban Development Department  
City of Portland  
Room 308  
389 Congress Street  
Portland, ME 04101

Re: Crescent Heights Apartments – Portland, Maine

Dear Ms. Littell,

I am writing on behalf of Crescent Heights, LLC and their proposed project on Crescent and Congress Streets. Gorham Savings Bank is very interested in providing both the construction and permanent financing for this project.

While this letter is not to be construed as a loan commitment, we have reviewed the concept as outlined by the Developer and are comfortable with their management and financial ability to see the project through to a successful completion.

If you should need further information or clarification, please contact me at 222-1492.

Regards,

A handwritten signature in black ink, appearing to read "Karl Suchecki".

Karl Suchecki  
Sr. Vice President

Cc: Crescent Heights, LLC

**LEASE FOR PARKING SPACES**

LEASE made this \_\_\_\_ day of September, 2008, by and between MAINE MEDICAL CENTER, a Maine nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102 ("Landlord") and CRESCENT HEIGHTS LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 ("Tenant")

**WITNESSETH:**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parking Spaces Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, 44 motor vehicle parking spaces in Landlord's parking garage located adjacent to Landlord's 22 Bramhall Street campus and accessed from Congress Street and from the access road near Crescent Street (the "Spaces"). The Spaces are available to Tenant on an unassigned, nonexclusive basis; provided, however, that Landlord guarantees to Tenant that the Spaces shall be available. The Spaces shall be restricted to lessees of Tenant's residing in Tenant's housing project to be located on Crescent Street adjacent to Landlord's hospital property (the "Project").

2. Term; Renewal. The term of this Lease shall commence on the date of issuance of a certificate of occupancy for the Project and continue until September 1, 2028. If such certificate of occupancy is not issued by November 30, 2010, this Lease shall terminate and be of no further force or effect. Upon delivery of written notice to Landlord given not less than twelve (12) months prior to the end of the initial term hereunder, Tenant may, at its option, extend this Lease for one additional term of twenty (20) years (the "Renewal Term"), provided that Tenant is not in default hereunder at the time such written notice is given or at the commencement of the Renewal Term. The Renewal Term shall end on September 1, 2048.

3. Rent. Tenant covenants and agrees to pay rent during the term of this Lease of One Dollar (\$1.00), payable in advance.

4. Maintenance. Landlord shall at all times maintain the Spaces in the same order and repair as they are in at the commencement of the term, reasonable use and wear excepted. At the expiration of the term, Tenant shall surrender the Spaces to Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and only excepted.

5. Insurance. Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be mutually satisfactory.

6. Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for injury to persons or damage to property in or about the

Spaces or arising in any way from the use or condition of the Spaces, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, except to the extent any such claims arise from the negligence or willful acts of Landlord or any employee, invitee, contractor or tenant of Landlord's.

7. Damage or Destruction by Fire, Eminent Domain or Casualty. In the event that the parking garage in which the Spaces are located or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Spaces are thereby rendered untenable in whole or in part, then either Landlord or Tenant may terminate this Lease upon written notice to the other.

8. Tenant's Property. All motor vehicles and property of every kind, nature or description therein belonging to Tenant and to all persons claiming through or under Tenant which may be in the Spaces or otherwise using the parking garage during the term of this Lease, shall be at the sole risk and hazard of Tenant or such persons, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

9. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. Tenant shall not assign this lease or sublet the Spaces without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, except that Tenant may assign this Lease to a successor owner of the Project without needing to obtain Landlord's consent.

11. Subordination to Mortgage. This Lease is subject and subordinate to any and all mortgages from Landlord to third persons, whether now or hereafter existing. At the written request of Landlord or any mortgagee, Tenant agrees to attorn to any such mortgagee.

12. Notices. Notices to be given under this Agreement shall be deemed sufficient if in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after delivery if

mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or if sent by reputable overnight courier or delivery service, and addressed to the recipient at the address set forth at the beginning of this Agreement. Either party may change addresses for purposes of this Agreement by providing the other party with written notice of the new address in the manner specified herein.

13. Miscellaneous. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease. Tenant agrees and covenants not to record this Lease, but each party agrees, at the request of the other, to enter into a mutually satisfactory Memorandum of Lease in recordable form. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant. Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith has been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:

MAINE MEDICAL CENTER, Landlord

\_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title

CRESCENT HEIGHTS LLC, Tenant

\_\_\_\_\_

By: \_\_\_\_\_

Richard Berman, its Member



Strengthening a Remarkable City. Building a Community for Life • www.portlandmaine.gov

Penny St. Louis Littell, Director of Planning and Development  
Marge Schmuckal, Zoning Administrator

**Meeting Information**

DATE: 10/6/08 ZONE: R-6

LOCATION: 25 - 29 & 15 Crescent Streets

PEOPLE PRESENT: Barbara, Marge, T.J, Penny, Alex  
next Tues at 11:00

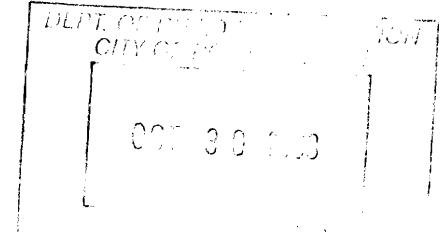
DISCUSSION: Housing Replacement Fund Appl  
Barbara stated - Extraneous tie-ins with the retaining walls  
T.J had the comp plan -  
Housing units  
Housing vs. Apartments -  
Alex read something about ME MED Fed  
under 6c - Not meeting  
Question Divestiture of ME MED  
Project of Special Merit goes to City Council  
Management Structure / Rent Structure  
Draft lease for the "units" (Dwelling and/or Rooms)

Please note: this meeting is not an pre-approval of any ordinances. No project can be approved without going thru the appropriate reviews. This meeting is only to outline the City processes to go through based on the information given at this meeting. Any changes to that information may change the process requirements. Please check ordinances that are on-line for further information at [www.portlandmaine.gov](http://www.portlandmaine.gov).



October 27, 2008

Penny St. Louis Littell, Director  
Department of Planning and Urban Development  
City of Portland  
389 Congress Street  
Portland, Maine 04101



*ep*

**Subject: Crescent Heights LLC**

Dear Penny:

On behalf of Crescent Heights LLC, I would like to clarify a few details for discussion during the development review process. First, and most substantively, we realize now that our development review application should have specified that we are applying for permission to construct a lodging house rather than an apartment building. This will be reflected in corrections to earlier submission materials and all future submissions. We apologize for the confusion on our part and have been working with staff to ensure that we meet the definitional requirements for a lodging house.

We think that this one change will clarify many points which were previously unclear, especially regarding such issues as management and lease structure. Regarding the former we have now received a management proposal from a professional management company and will be submitting it as requested to help clarify this issue.

The major area upon which we seek clarification under the lodging house definition is an opinion of our liability under the Housing Replacement Fund. We realize from your last letter (thank you for the prompt response) that under our last proposal of 11 apartment units this obligation would have potentially been \$290,000. We would now like to request another potential determination based upon 44 rooming units.

The issue at hand seems to us to be whether there is a tradeoff between rooming units and dwelling units as defined under the Ordinance. We do realize that we will be removing 13 of the latter and 5 of the former, to be replaced with 44 rooming units. We also would like to note that we will be providing significantly more housing opportunities than we are removing (44 vs. 23 bedrooms). We understand also that one interpretation of the Ordinance might possibly be that we are liable for payment for 13 dwelling units totaling \$754,000. However, we feel this would be unreasonable and punitive, and as such, to be not the intent of the Ordinance.

**RECEIVED**

OCT 27 2008

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17 Chestnut Street / Portland, ME 04101  
[www.developerscollaborative.com](http://www.developerscollaborative.com)

City of Portland  
Planning Division

*2 sides*



City of Portland, Oregon  
1200 NE Oregon Street, Portland, Oregon 97232-3150  
Phone: 503.944.3100 Fax: 503.944.3101

**Planning & Urban Development Department**  
Penny St. Louis Littell, Director

**Planning Division**  
Alexander Jaegerman, Director

October 17, 2008

Crescent Height LLC  
c/o Developers Collaborative  
17 Chestnut Street  
Portland, ME 04101

Dear Richard, Peter and Kevin:

At our meeting on Tuesday, October 14<sup>th</sup>, you requested the estimated housing replacement cost for units lost in your pending proposal for Crescent Street. Based upon your application under Portland's Housing Replacement Ordinance, the following cost estimate was prepared by T.J. Martzial, Director of Housing and Neighborhood Services:

For 2008 the adjustment factor would be 1.16. Therefore for each dwelling unit the contribution would be \$58,000, and for each rooming unit it would be \$34,800.

Using Richard's numbers from his 9/26/08 letter he would be replacing 11 of 13 dwelling units for a net loss of 2 = \$116,000. Total of 5 rooming units being eliminated = \$174,000. Total = \$290,000.

Thank you for your attention to this matter.

Sincerely,

Penny St. Louis Littell, Director  
Department of Planning and Urban Development

Cc: T.J. Martzial, Housing and Neighborhood Services Division Director  
Alexander Jaegerman, Planning Division Director  
Marge Schmuckal, Zoning Administrator  
Barbara Barhydt, Development Review Services Manager





City of Portland, Maine • Planning and Urban Development • 389 Congress Street • Portland, Maine 04101-3509 • PH (207) 874-8721 or 874-8719 • FX 736-8258 • TTY 874-8936

**Planning & Urban Development Department**  
Penny St. Louis Littell, Director

October 7, 2008

**Planning Division**  
Alexander Jaegerman, Director

Mr. Richard Berman  
Developers Collaborative  
17 Chestnut Street  
Portland, ME 04101

RE: Crescent St

Dear Mr. Berman:

We reviewed the information you have submitted for review under Portland's Preservation and Replacement of Housing Ordinance, Division 29 of the Land Use Code. Based upon this initial review, we are seeking additional information and have the following comments:

1. Please submit the management structure for the proposed units, including the estimated rent schedule and proposed lease;
2. Are there any contracts or agreements between the Developers Collaborative and Maine Medical, Tufts Medical School or an affiliate for the leasing of these units?; and
3. Marge Schmuckal, Zoning Administrator, has reviewed your application. She agrees that thirteen (13) dwelling units are to be eliminated. She calculates five (5) rather than four (4) rooming units will be eliminated. Thus, the City calculates that a total of 18 dwelling units are being eliminated in this proposal.

We will make a final determination on compliance with the Housing Replacement Ordinance after having received the additional information requested above and based upon the criteria contained in Section 14-483 (h) 1-6. If the Planning Authority finds that the number of dwelling units cannot be decreased despite increasing the number of bedrooms, then you may take your request to the City Council for their consideration of whether this proposal qualifies as a project of special merit that meets an important housing need within the city, as evidenced by its inclusion in the Comprehensive Plan, under Exemptions, Section 14-483(n)(2).

Thank you for your attention to this matter.

Sincerely,

Barbara Barhydt  
Development Review Services Manager

Cc: Penny St. Louis Littell, Director of Planning and Urban Development  
Alexander Jaegerman, Director, Planning Division  
J. J. Martzial, Director, Housing and Neighborhood Services  
Marge Schmuckal, Zoning Administrator, Inspections Services

**From:** Barbara Barhydt  
**To:** Jaegerman , Alex; Margolis-Pineo, David; Schmuckal, Marge  
**Date:** 10/10/2008 1:05:46 PM  
**Subject:** Crescent Street Housing

Hi:

Penny wanted to join this meeting, so I have to reschedule it. Penny and Richard Berman are available from 12:30 to 1:30 on Tuesday, October 14th. Penny will discuss the housing replacement ordinance with Richard. I know Richard would like feedback for the subdivision and site plan as well.

Please let me know if you are able to attend at the new time.

Thanks.

Barbara

**CC:** Littell , Penny; Martzial, T. J.

**From:** T. J. Martzial  
**To:** Barhydt, Barbara; Jaegerman , Alex; Littell , Penny; Schmuckal, Marge  
**Date:** 10/16/2008 3:55:56 PM  
**Subject:** Housing Replacement Ordinance Fees

For 2008 the adjustment factor would be 1.16. Therefore for each dwelling unit the contribution would be \$58,000, and for each rooming unit it would be \$34,800.

Using Richard's numbers from his 9/26/08 letter he would be replacing 11 of 13 dwelling units for a net loss of 2 = \$116,000. Total of 5 rooming units being eliminated = \$174,000. Total = \$290,000.



Penny St. Louis Littell, Director of Planning and Development  
Marge Schmuckal, Zoning Administrator

Meeting Information

Owner under -  
Crescent Heights LLC,

DATE: 10/14/08 ZONE: R-6

LOCATION: Crescent St

PEOPLE PRESENT: Richard Berman - Alex J - Barbara - <sup>Winton</sup> Scott T

~~Penny - Marge - Peter BASS - <sup>Steve Bush</sup> ~~Sebastian~~ Kevin -~~

DISCUSSION: - Penny discussed ME MED Divestiture of the  
- property - We need a copy of the Development Agreement -  
- Does it meet zoning? - How are they to be rented out?  
What is the mode of management -

- City Council - Go ~~to~~ for a project special merit -  
Richard Berman - intended to be rented 1st to Maine Med,  
↓ Get a lease & copies of leases - intended to be apts

Zoning Questions - I need to know more specifics - Dormitories are not  
A permitted use on their own - Need to still make a final decision

Barbara 5 of the 6 "units" to be rented to Maine MED - RE: letter from <sup>Sto</sup> Selinger II  
The project is also - A subdivision  
- Show distance in footage - how far is the parking from the property  
- hydrant across the street -

Please note: this meeting is not an pre-approval of any ordinances. No project can be approved without  
going thru the appropriate reviews. This meeting is only to outline the City processes to go through based  
on the information given at this meeting. Any changes to that information may change the process  
requirements. Please check ordinances that are on-line for further information at [www.portlandmaine.gov](http://www.portlandmaine.gov).

- discussed front setback in R-6 & the availability to average what is on either  
side  
Workshop on the 28th



**From:** Marge Schmuckal  
**To:** ALEX JAEGERMAN; Barbara Barhydt ; PENNY LITTELL; T. J. Martzial  
**Date:** 10/21/2008 3:48:29 PM  
**Subject:** Crescent Street Project

Yesterday I met with Richard Berman and Kevin Bunker to go over the possibility that this project can "lawfully" be considered a Lodging house with suites of rooming units. They had done some homework with calculations to show that they can meet the density requirements both within the building and for the land area. Later in the afternoon they dropped off scaleable plans for me to check their figures.

I have been working on that today and have come to a conclusion that this project can be called a lodging house with suites of rooming units and meet the density requiremenst of the R-6 zone.

I have left a message with Richard Berman with the results of my calculations. I encouraged him to quickly come to some decision concerning whether or not he would change his application from the dwelling units to a lodging house. I reminded him that staff was trying to put together Planning Board memos.

Marge Schmuckal

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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 10/21/2008

---

Yesterday I met with Richard Berman and Kevin Bunker to go over the possibility that this project can "lawfully" be considered a lodging house with suites of rooming units. They had done some homework with calculations to show that they can meet the density requirements for both within the building and for the land area per rooming unit. Later in the afternoon they dropped off scaleable plans for me to check their figures.

After calculating room sizes and common areas and land area per dwelling unit, I have come to a conclusion that this project can be called a lodging house with suites of rooming units and meet all the density requirements of the R-6 Zone.

I left a message for Richard Berman with the results of my calculations. I encouraged him to quickly come to some decision concerning whether or not he would change his application from the dwelling units to a lodging house. I reminded him that staff was trying to put together PB memos.

Marge Schmuckal  
Zoning Administrator

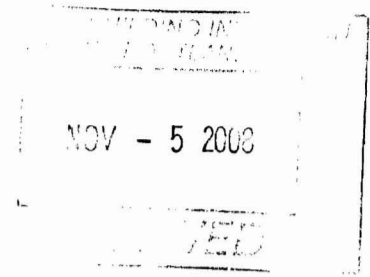


Marge

November 3, 2008

Ms. Barbara Barhydt  
Development Review Services Manager  
City of Portland Planning Authority  
389 Congress Street  
Portland, Maine 04101

**Subject: Revised Housing Replacement Fund Application  
Crescent Heights LLC  
25-29 Crescent St.**



Dear Barbara:

On behalf of Crescent Heights LLC, I am pleased to submit our revised application for the Preservation and Replacement of Housing Units (PARHA). We plan to build a LEED-Gold Certified new lodging house with **44** bedrooms on the site of what are now three uninhabitable apartment buildings containing **23** bedrooms. These buildings and underlying land are owned by Crescent Heights and were purchased from Maine Medical Center in fulfillment of their contract zone and expansion. Developers Collaborative, doing business as Crescent Heights LLC, has worked very hard to create a smart growth concept that will be received favorably by the neighborhood, the institution, and the City and we look forward to the continued involvement of all interested parties as we make this building an asset to all. In keeping with this spirit, and in recognition of the value of this project to the City's housing stock, we would like to receive a determination of **no financial obligation** under the PARHA. Specifically, we continue as before to apply under the Special Plan provision, as contemplated by Sec. 14-384(h)(6)(c)

The target market for Crescent Heights is student renters who will be coming to Portland as part of Maine Medical Center's new medical school partnership with Tufts University. Currently, if this increased demand is not met, new students will be renting primarily near Maine Medical Center, an area of the City constrained in opportunities for new housing creation. This will decrease affordability in a section of the City that is already unaffordable relative to some other areas of the City.

Crescent Heights' plan to provide replacement units is in keeping with the spirit, intent, and letter of Section 14-483, the stated purpose of which is "to promote and facilitate an adequate supply of housing, particularly affordable housing." **The replacement units will provide significantly more housing opportunities (44 bedrooms) than those being demolished (23 bedrooms).** However, these 44 bedrooms are rooming units, as opposed to being bedrooms within dwelling units. This is an important distinction from the point of view of the Ordinance; dimensional, parking, and other requirements are different for a lodging house than an apartment.

From the point of view of preservation of housing units, however, the utility of this distinction is lessened. The stated goal of 14-483, "to promote and facilitate an adequate supply of housing, particularly affordable housing" will be greatly advanced by the Crescent Heights proposal. Medical students are coming to the West End to be housed. If this building is not built, they will seek housing

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elsewhere close to the Medical Center. As the predominant stock of units in the West End is rental apartments ("dwelling units"), that is what these students will rent. **There is therefore, from a market perspective, which translates directly into affordability, a clear link between dwelling units and rooming units.**

While tradeoffs may be involved which would lead a student to choose one or the other, both rooming and dwelling units serve to satisfy the market need for housing. **Further, Section 14-483 explicitly recognizes this tradeoff in its establishment of a payment of \$30,000 for a rooming unit and \$50,000 for a dwelling unit. Thus, we feel that the Ordinance has the flexibility built-in to recognize the tradeoff between dwelling and rooming units. We ask for a logical determination on that basis.**

Therefore, and in recognition of the fact that student housing qualifies as "an important housing need within the City, as evidenced by its inclusion in the housing element of the City's Comprehensive Plan" under Sec. 14-483 (h)(6)(c), Crescent Heights is hereby applying under the special plan allowance of the above-mentioned Section of the Ordinance.

While Sec. 14-384 (h)(6)(c) sets this test to determine qualification under a special plan, it is worth noting that Crescent Heights meets many other goals of the Housing Element of the Comprehensive Plan as well in addition to the type of housing being proposed. The project will provide density, yet be compatible with the scale and character of the neighborhood; conform within existing zoning, thus obviating the need for a contract zone which has become more and more common in the City; be a significant upgrade in quality of the housing stock at a time when new investment in Portland's housing is challenged; create a sustainable building that will seek LEED Gold Certification, thus providing both lower life cycle costs as well as sustainable building design, materials, and practices; and be located extremely close to the end users' major destination, keeping down vehicle trips, miles traveled, and on-street parking demand.

#### **Special Plan as contemplated by Sec. 14-384(h)(6)(c)**

**POLICY #1** of the Housing Component of the Comprehensive Plan is to "Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future." To implement this, "a diverse mix of housing types," is called for, including "Housing for special markets, such as...student or dormitory housing." A related strategy is to "Encourage higher density housing located near services, such as schools, businesses, institutions, employers, and public transportation."

**POLICY #3** of the Plan is to "Maintain and enhance the livability of Portland's neighborhoods as the City grows through careful land use regulation, design and public participation that respects neighborhood integrity." This emphasis on the value of neighborhoods as planning units underlies the provisions in Maine Medical Center's contract zone agreement (Order 172-04/05), which initially required the divestiture of the properties upon which the uninhabitable housing is now to be replaced by Crescent Heights LLC. Order 172-04/05 expressly contemplates that the divestiture of the

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properties will “allow others to return them to residential use.” New construction aimed at a specialty niche market such as medical student housing is perhaps one of the only ways to fulfill the intent of the contract zone due to the poor state of repair of the properties, even at the time of the contract zone agreement. The condition of these buildings is such that not only are they unable to be rented in their current state, they are too far gone to be renovated as the cost to do so would not justify the achievable rents upon renovation. Thus, the buildings will not likely be renovated, by Crescent Heights or any other party subject to economic or market constraints.

Further in POLICY #3, Action 3.a.4 is “The City should work with its colleges and universities to assure new construction of affordable student housing, to meet the current and future needs created by their long-term goals for expansion.”

Also in POLICY #3, Objective 3.d. is to “Encourage new housing development in proximity to neighborhood assets such as open space, schools, community services and public transportation. This Objective contemplates the more general smart growth principle that it is desirable to live near common daily destinations. Crescent Heights will be targeted toward medical students who will be working and studying one block away. This is possible because parking is provided in the garage next door, an innovation that allows a greater density of housing to be built within existing zoning regulations. Density (see POLICY #1, above) and conformance with zoning (“Uphold Zoning: Enforce approved density regulations in the Zoning Ordinance”) are also two goals of the Housing Element of the Comprehensive Plan.

*“Portland is home to the region’s major institutions, which provide numerous employment opportunities and create a demand for housing for employees and students. These benefits can be offset by increased traffic, parking and housing demands that may adversely affect neighborhoods. Residents express concern about the transitory nature of student tenants, shortage of parking, and upkeep of residential buildings. The City will continue to work on balancing neighborhood stability with the needs of institutions to expand and provide required services.”*

-Housing Component of the Comprehensive Plan, p. 42

Crescent Heights is the result of a predevelopment process that has included an analysis of the properties to be redeveloped, the opportunities and constraints of the neighborhood, and consultations with community stakeholders including neighborhood residents, elected officials, City staff, and Maine Medical Center. This process has resulted in a proposal which is tailored to the unique requirements of the situation and site.

**POLICY #5** states that **“Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.”**

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Smart growth is a central tenet of both the City of Portland and Developers Collaborative. Crescent Heights helps implement this vision in many ways on a single site. In fact, Crescent Heights is in keeping with all six of the major objectives of POLICY #5, including:

- Objective 5a: “...a dynamic balance of the essential element of the city, such as excellent schools, diverse housing choices, proximity to services and employment...expanded economic base”
- Objective 5b: “Maximize development where public infrastructure and amenities exist”
- Objective 5c: “Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing.” Importantly, one of the Medical Center’s motives in establishment of a medical school is not only to create more doctors in Maine, but to keep them here upon graduation and entrance into a professional career. Maine has a well-documented shortage of physicians and MMC sees a positive student experience as a key toward retaining MDs upon graduation. Crescent Heights will work in support of this important goal.
- Objective 5d: “reduce dependence upon the automobile and make neighborhood life without a car more practical.” While this project will use the transportation network efficiently by providing housing close to daily destinations as noted above, density in this location (fronting on Crescent Street but proximate to Congress Street) will support the City’s goal of a retail street presence on the latter. Currently there is a vacant retail space in the parking garage and this particular section of Congress Street awaits the critical mass necessary to spur the desired type of development.
- Objective 5e: “Locate and design housing to reduce impacts on environmentally sensitive areas.”
- Objective 5f: “Design housing using new technologies and materials that reduce costs and increase energy efficiency.” This project will target LEED Gold status. Accordingly, we will be implementing features which may include:
  - Interior bicycle storage and changing rooms;
  - Increased stormwater quality control;
  - Light pollution reduction;
  - Water efficient landscaping;
  - Water use reduction techniques;
  - Optimized energy performance;
  - Enhanced refrigerant management;
  - Enhanced commissioning;
  - Solar hot water panels;
  - Construction waste management;
  - Low-emitting materials;
  - Controllable lighting and thermal comfort systems.

In recognition of the fact that Crescent Heights is creating nearly double the housing opportunities (23 vs. 44 bedrooms), greatly increasing the quality of the units while maintaining affordability to students,

---

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and meeting "an important housing need within the City," as specified in the special plan provision of Sec. 14-384(h)(6)(c), we ask that you approve such special plan as presented herein and find Crescent Heights to be in full satisfaction under Sec. 14-384.

Thank you,

*Kevin R Bunker*

Kevin Bunker

Crescent Heights LLC



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17 Chestnut Street / Portland, ME 04101

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**PRESERVATION AND REPLACEMENT OF HOUSING UNITS**

**PROJECT DATA**

Address Where Units Will Be Eliminated: 15, 25, + 29 Crescent St. C-B-L: 53-E-6  
 Address Where Units Will Be Replaced: 25-29 Crescent St. C-B-L: 53-E-3(pmt) 53-E-6  
 53-E-14  
 53-E-15  
 53-E-5  
 53-E-4  
 53-E-14  
 53-E-15

Number Of Units Eliminated: 13 du; 5 ru Number Of Units Replaced: 44 ru

Circle Type of Unit Eliminated: rooming unit dwelling unit sheltered care group home

Circle Manner of Unit Elimination: Demolition consolidation conversion to nonresidential  
 original site to be used for parking after elimination

**Information on units to be Eliminated**

| Tenant Name | Tel #                           | Floor Area | # of Bdrms | Rent Amt | Amenities | Lease Length |
|-------------|---------------------------------|------------|------------|----------|-----------|--------------|
| Unit 1      | <i>see Attached spreadsheet</i> |            |            |          |           |              |
| Unit 2      |                                 |            |            |          |           |              |
| Unit 3      |                                 |            |            |          |           |              |
| Unit 4      |                                 |            |            |          |           |              |
| Unit 5      |                                 |            |            |          |           |              |
| Unit 6      |                                 |            |            |          |           |              |

**Information on Replacement Units**

|        | Floor Area                      | # of Bdrms | Rent Amt | Amenities | Lease Length |
|--------|---------------------------------|------------|----------|-----------|--------------|
| Unit 1 | <i>see attached spreadsheet</i> |            |          |           |              |
| Unit 2 |                                 |            |          |           |              |
| Unit 3 |                                 |            |          |           |              |
| Unit 4 |                                 |            |          |           |              |
| Unit 5 |                                 |            |          |           |              |
| Unit 6 |                                 |            |          |           |              |

Explain in detail any vacant units - who - why - when - etc.

*see attachment*

Please attach dimensioned floor plans of all units being eliminated AND dimensioned floor plans of replacement units

*see attachment*

**AFTER PLANNING BOARD CONDITIONAL USE APPROVAL**

Date of P.B Conditional Use Approval. \_\_\_\_\_

Shall attach copies of 90 day notice to vacate for each tenant who's unit is eliminated with proof of service.

Performance guarantee (letter of credit) posted on: \_\_\_\_\_ for \$ \_\_\_\_\_

Was alternate to replacement units exercised? \_\_\_\_\_ If so, how much money for how many units? \_\_\_\_\_

Date of receipt of alternate contribution: \_\_\_\_\_

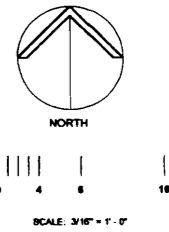
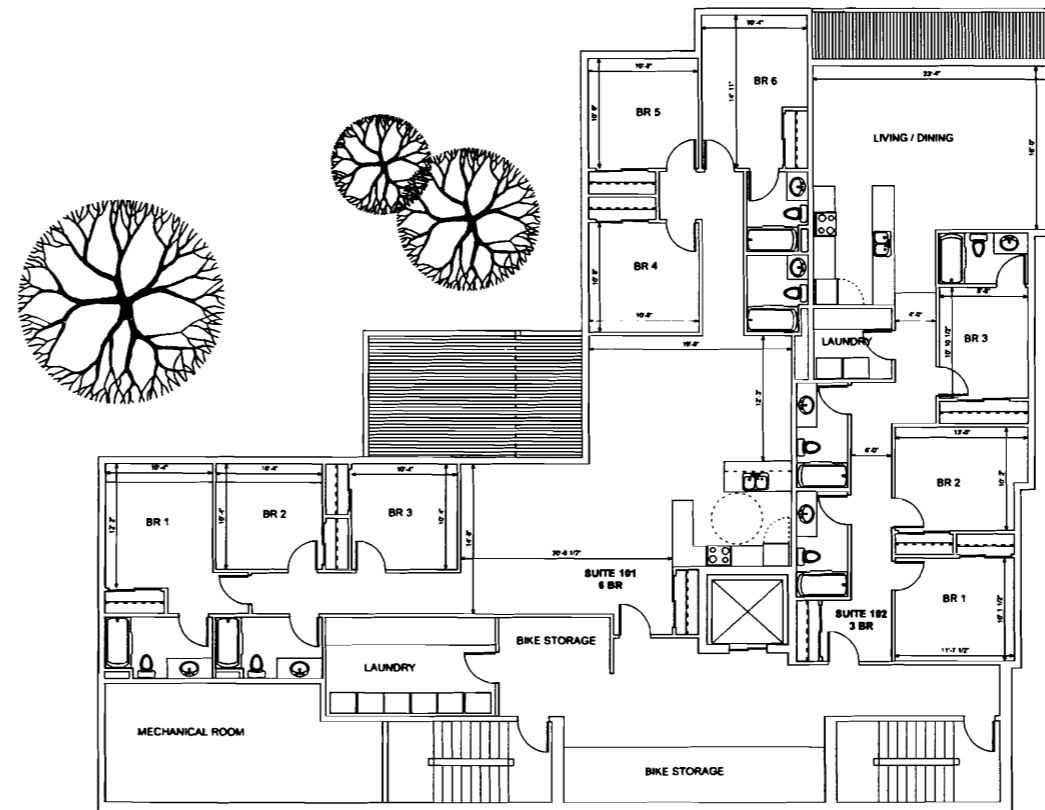
NOV - 5  
11/3/08

I, Kevin Bunker, as applicant for a permit allowing the elimination of housing units under Portland City Code 14-483, hereby certify that the foregoing is true to the best of my knowledge.

Date: 11/3/08

Signature: Kevin R Bunker

Print or type name: Kevin R Bunker

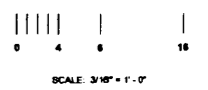
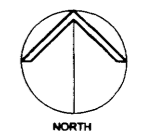
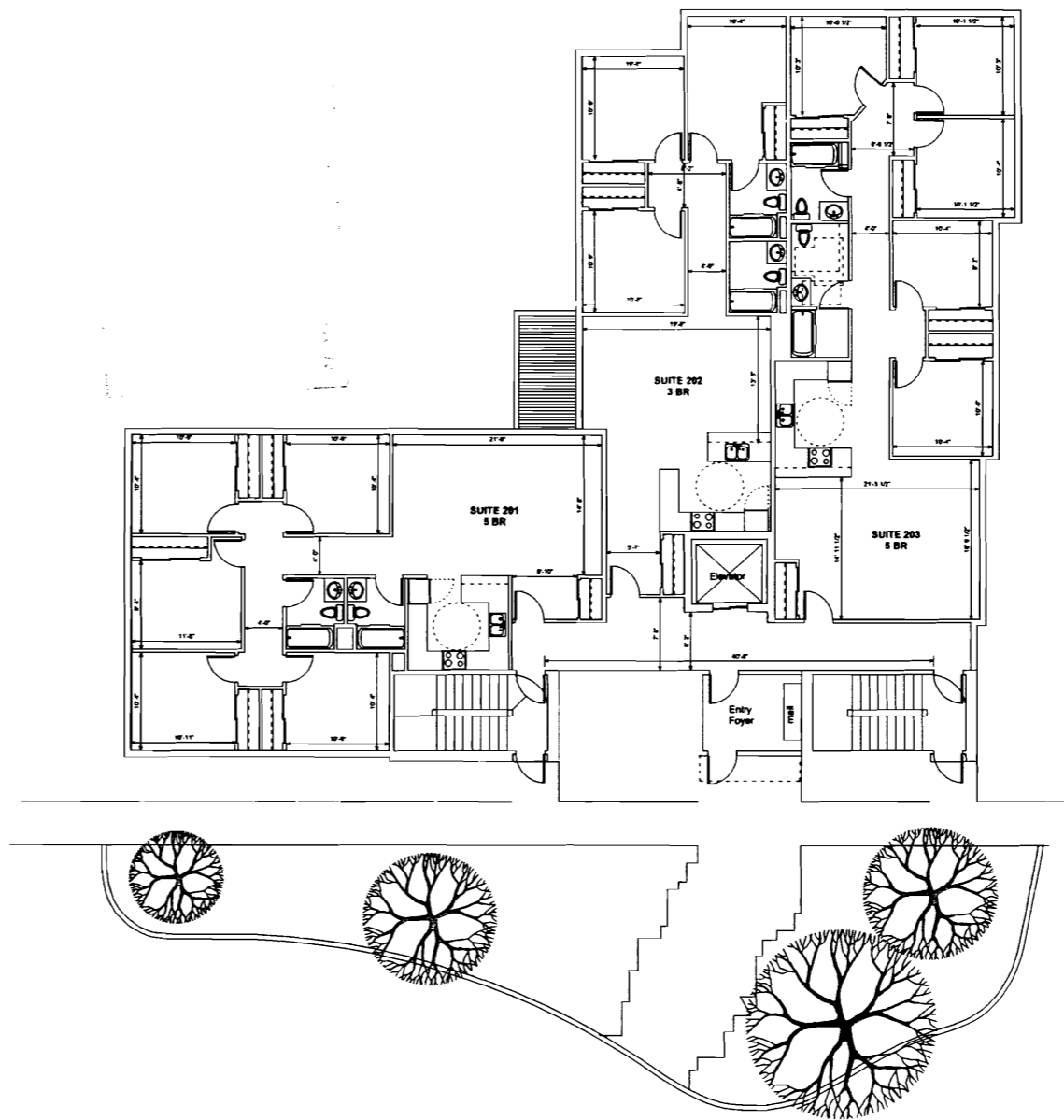


Level 1 5,077 GSF  
 Level 2 5,010  
 Level 3 4,911  
 Level 4 4,911  
 Total 19,909 GSF

**Level 1 Floor Plan**

**Crescent Heights  
 Developers Collaborative  
 October 21, 2008**

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



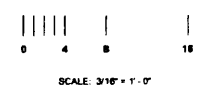
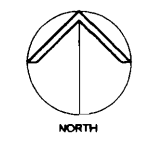
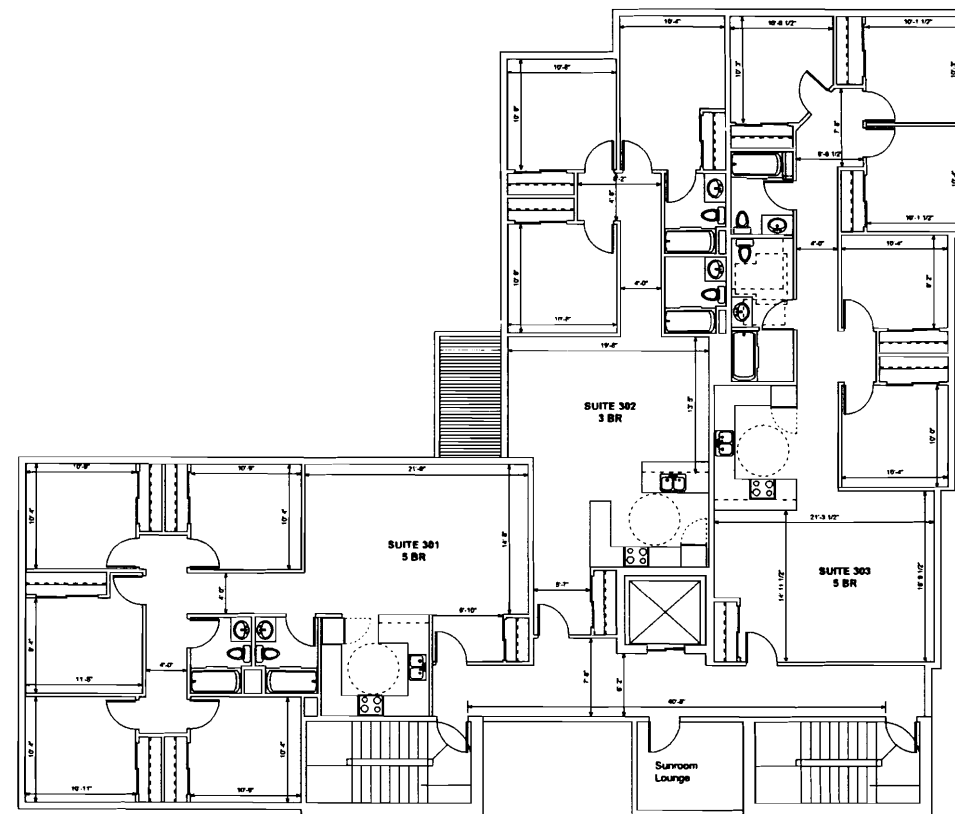
|              |                   |
|--------------|-------------------|
| Level 1      | 5,077 GSF         |
| Level 2      | 5,010             |
| Level 3      | 4,911             |
| Level 4      | 4,911             |
| <b>Total</b> | <b>19,909 GSF</b> |

**Level 2 / Ground Floor Plan**

**Crescent Heights  
Developers Collaborative  
October 21, 2008**

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



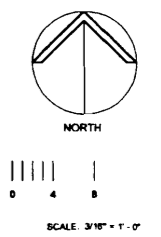
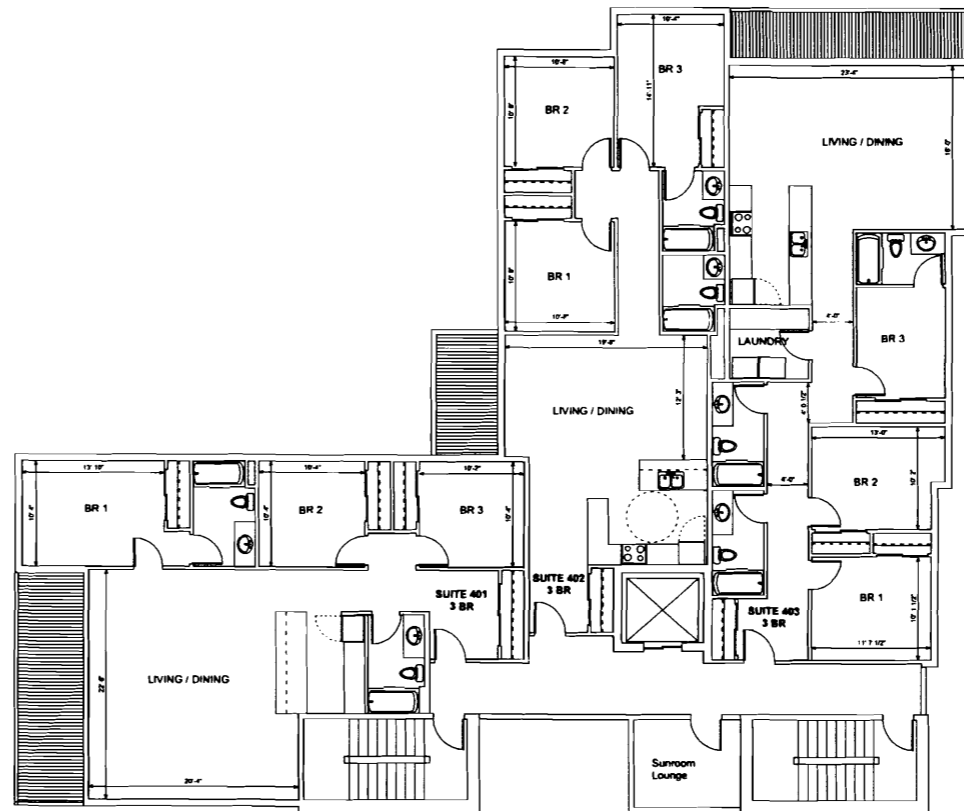


|              |                   |
|--------------|-------------------|
| Level 1      | 5,077 GSF         |
| Level 2      | 5,010             |
| Level 3      | 4,911             |
| Level 4      | 4,911             |
| <b>Total</b> | <b>19,909 GSF</b> |

**Level 3 Floor Plan**

**Crescent Heights  
Developers Collaborative  
October 21, 2008**

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



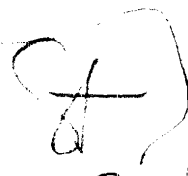
|              |                   |
|--------------|-------------------|
| Level 1      | 5,077 GSF         |
| Level 2      | 5,010             |
| Level 3      | 4,911             |
| Level 4      | 4,911             |
| <b>Total</b> | <b>19,909 GSF</b> |

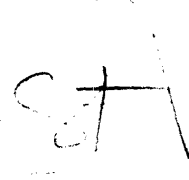
**Level 4 Floor Plan**

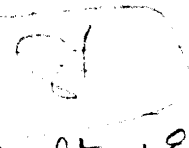
**Crescent Heights**  
**Developers Collaborative**  
**October 21, 2008**

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

Crescent Bults  
Designed for

25 Crescent  3013#  
53-E-5 - Bult 1910  
Demo permit # 09-0272

29 Crescent  4134#  
53-E-14-15 Bult 1910  
#09-0272  
Demo permit

115 Crescent  4275#  
53-F-6 Bult 1879  
Demo permit # 09-0272



Location, Ownership and detail must be correct, complete and legible.  
 Separate application required for every building.  
 Plans must be filed with this application.

### Application for Permit for Alterations, etc.

To the  
 INSPECTOR OF BUILDINGS:

Portland, 3-29 1915

The undersigned applies for a permit to alter the following described building: -

Location, 26 & 27 Commercial St. Ward, 7 In fire limits? Yes  
 Name of Owner or Lessee, J. J. E. Taylor Address, 26 & 27 Commercial St.  
 " " Contractor, Tom Roberts " " W. Roberts

Descrip- " " Architect, \_\_\_\_\_  
 tion of Material of Building is Wood Style of Roof, \_\_\_\_\_ Material of Roofing, \_\_\_\_\_  
 Present Size of Building is \_\_\_\_\_ feet long; \_\_\_\_\_ feet wide No. of Stories, \_\_\_\_\_  
 Bldg. Cellar Wall is constructed of \_\_\_\_\_ is \_\_\_\_\_ inches wide on bottom and batters to \_\_\_\_\_ inches on top.  
 Underpinning is \_\_\_\_\_ in \_\_\_\_\_ inches thick; in \_\_\_\_\_ feet in height.  
 Height of Building, \_\_\_\_\_ Wall, if Brick; 1st, \_\_\_\_\_ 2d, \_\_\_\_\_ 3d, \_\_\_\_\_ 4th, \_\_\_\_\_ 5th, \_\_\_\_\_  
 What was Building last used for? \_\_\_\_\_ No. of Families? \_\_\_\_\_  
 Building to be occupied for \_\_\_\_\_ Estimated Cost, \$ \_\_\_\_\_

#### DETAIL OF PROPOSED WORK

to build on piazza

#### IF EXTENDED ON ANY SIDE

Size of Extension, No. of feet long? 4 No. of feet wide? 2 No. of feet high above sidewalk? \_\_\_\_\_  
 No. of Stories high? 2 Style of Roof? Shed Material of Roofing? Cupping  
 Of what material will the Extension be built? Wood Foundation? Revs  
 If of Brick, what will be the thickness of External Walls? \_\_\_\_\_ inches, and Party Walls \_\_\_\_\_ inches.  
 How will the Extension be occupied? \_\_\_\_\_ How connected with Main Building? \_\_\_\_\_

#### WHEN MOVED, RAISED OR BUILT UPON

No. of Stories in height when Moved, Raised or Built upon? \_\_\_\_\_ Proposed Foundations? \_\_\_\_\_  
 No. of feet high from level of ground to highest part of Roof to be? \_\_\_\_\_  
 How many feet will the External Walls be increased in height? \_\_\_\_\_ Party Walls \_\_\_\_\_

#### IF ANY PORTION OF THE EXTERNAL OR PARTY WALLS ARE REMOVED

Will an opening be made in the Party or External Walls? \_\_\_\_\_ in \_\_\_\_\_ Story.  
 Size of the opening? \_\_\_\_\_ How protected? \_\_\_\_\_

PERMIT MUST BE OBTAINED BEFORE BEGINNING WORK



Location, Ownership and detail must be correct, complete and legible.  
 Separate application required for every building.  
 Plans must be filed with this application.

## Application for Permit for Alterations, etc.

To the Portland, 7 191  
 INSPECTOR OF BUILDINGS:

The undersigned applies for a permit to alter the following-described building:—

Location, 1st & Commercial St Ward, 7 In fire-limits? Yes  
 Name of Owner or Lessee, Est. 111 Address, 111 1st St  
 " " Contractor, Tom Meehan " W. Roberts  
 " " Architect, \_\_\_\_\_  
 Material of Building is \_\_\_\_\_ Style of Roof, \_\_\_\_\_ Material of Roofing, \_\_\_\_\_  
 Size of Building is \_\_\_\_\_ feet long; \_\_\_\_\_ feet wide No. of Stories, \_\_\_\_\_  
 Cellar Wall is constructed of \_\_\_\_\_ is \_\_\_\_\_ inches wide on bottom and batters to \_\_\_\_\_ inches on top.  
 Underpinning is \_\_\_\_\_ is \_\_\_\_\_ inches thick; is \_\_\_\_\_ feet in height.  
 Height of Building, Wall, if Brick; 1st, 2d, 3d, 4th, 5th, \_\_\_\_\_  
 What was Building last used for? \_\_\_\_\_ No. of Families? \_\_\_\_\_  
 Building to be occupied for \_\_\_\_\_ Estimated Cost, \$ \_\_\_\_\_

Descrip-  
 tion of  
 Present  
 Bldg.

PERMIT MUST BE OBTAINED BEFORE BEGINNING WORK

### DETAIL OF PROPOSED WORK

to build on piazza

### IF EXTENDED ON ANY SIDE

Size of Extension, No. of feet long? 10; No. of feet wide? \_\_\_\_\_; No. of feet high above sidewalk? \_\_\_\_\_  
 No. of Stories high? 2; Style of Roof? Shed; Material of Roofing? Roofing  
 Of what material will the Extension be built? Wood Foundation? puce  
 If of Brick, what will be the thickness of External Walls? \_\_\_\_\_ inches; and Party Walls \_\_\_\_\_ inches.  
 How will the Extension be occupied? \_\_\_\_\_ How connected with Main Building? \_\_\_\_\_

### WHEN MOVED, RAISED OR BUILT UPON

No. of Stories in height when Moved, Raised or Built upon? \_\_\_\_\_ Proposed Foundations? \_\_\_\_\_  
 No. of feet high from level of ground to highest part of Roof to be? \_\_\_\_\_  
 How many feet will the External Walls be increased in height? \_\_\_\_\_ Party Walls \_\_\_\_\_

### IF ANY PORTION OF THE EXTERNAL OR PARTY WALLS ARE REMOVED

Will an opening be made in the Party or External Walls? \_\_\_\_\_ in \_\_\_\_\_ Story.  
 Size of the opening? \_\_\_\_\_ How protected? \_\_\_\_\_

SURVEY AND INVESTIGATION OF TENEMENT AND LODGING HOUSES  
QUESTIONABLE AS TO LEGAL AND SAFE USE

1. Location 15 Crescent Street Date investigation commenced .....
2. References: Complaints \_\_\_\_\_ Appl. BP \_\_\_\_\_ Inq. \_\_\_\_\_
3. Present Owner and Address .....
4. Present Lessee and Address .....
5. Building Permit Record: Mrs. Harriett C. Small, widow of Herman W. Small and sister of Alfred W. Joyce who lives at 19 Crescent Street says that building was used as a lodging house from time her brother bought it in 1924 Assessors' Record
6. Survey 1924: Owner Alfred W. Joyce : No. tenants 1  
No. rooms 11 ; Class of Use Dwelling
7. Assessors' change record since 1924 1935 - Nellie J. Corbett, - 1939 Nellie J. Corbett Hrs; 1943 - Gladys W. McCrum
8. Change of Owners, 1924 to date ✓

9. City Directory Record

|      |                               |      |                                      |
|------|-------------------------------|------|--------------------------------------|
| 1926 | <u>Alfred W. Joyce</u>        | 1936 | <u>Vacant</u>                        |
| 1927 | <u>"</u>                      | 1937 | <u>Mrs. Edith C. Staples - widow</u> |
| 1928 | <u>"</u>                      | 1938 | <u>Margaret Hawkins, nurse</u>       |
| 1929 | <u>"</u>                      | 1939 | <u>Mrs. Edith C. Staples</u>         |
| 1930 | <u>"</u>                      | 1940 | <u>Mrs. Edith C. Staples estate</u>  |
| 1931 | <u>"</u>                      | 1941 | <u>Mrs. Edith C. Staples</u>         |
| 1932 | <u>"</u>                      | 1942 | <u>"</u>                             |
| 1933 | <u>"</u>                      | 1943 | <u>Clyde G. McCrum</u>               |
| 1934 | <u>"</u>                      | 1944 | <u>"</u>                             |
| 1935 | <u>Mrs. Nellie J. Corbett</u> | 1945 | <u>"</u>                             |

10. Miscellaneous

Mrs. Gardner B. Joyce - 2-1465 - 19 Crescent Street

Conclusions and Action

Edith C. Staples resided 19 Crescent Street - 1947 directory  
Margaret Vaughan resided 261 Vaughan - 1947 directory



APARTMENT HOUSE  
APPLICATION FOR PERMIT

PERMIT NO. 0582

Class of Building or Type of Structure apartment house

YEAR 1935

Portland, Maine, May 21, 1935

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to ~~erect~~ alter ~~install~~ the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 15 Crescent Street Ward 7 Within Fire Limits? yes Dist. No. 8  
Owner's or Lessee's name and address Nellie J. Corbett, 15 Crescent St. Telephone \_\_\_\_\_  
Contractor's name and address G. B. Joyce, 19 Crescent St. Telephone 4-1436  
Architect's name and address \_\_\_\_\_  
Proposed use of building dwelling house No. families 1  
Other buildings on same lot \_\_\_\_\_  
Plans filed as part of this application? no No. of sheets \_\_\_\_\_  
Estimated cost \$ 150. Fee \$ .75

Description of Present Building to be Altered

Material wood No. stories 2 1/2 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
Last use dwelling house No. families 1

General Description of New Work

To remove existing rear stairway, first to second floor, and use space for new bath room app 5'0" x 7'6", cutting in new window for ventilation of same at least three square feet in area

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

Details of New Work

Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ Height average grade to top of plate \_\_\_\_\_  
Height average grade to highest point of roof \_\_\_\_\_  
To be erected on solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Kind of Roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_  
Kind of heat \_\_\_\_\_ Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.  
Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_  
Total number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes  
Nellie J. Corbett

RESIDENTIAL OCCUPANCY  
PERMIT IS WAIVED

SURVEY AND INVESTIGATION OF TENEMENT AND LODGING HOUSES  
QUESTIONABLE AS TO LEGAL AND SAFE USE

1. Location 17 Crescent Street Date investigation commenced

2. References: Complaints \_\_\_\_\_ Appl. BP \_\_\_\_\_ Inq. \_\_\_\_\_

3. Present Owner and Address \_\_\_\_\_

4. Present Lessee and Address \_\_\_\_\_

5. Building Permit Record: Mrs. Everett C. Small, widow of  
Norman W. Small and sister of Alfred Joyce  
who owned 17 Crescent Street and had building  
was used as a lodging house for some time  
before it was bought Assessors' Record \_\_\_\_\_

6. Survey 1924: Owner Alfred W. Joyce No. tenants 1

No. rooms 11; Class of Use Dwelling

7. Assessors' change record since 1924 1935 - Nellie Corbett; - 1939

Alfred W. Joyce; 1943 - Clyde W. McCrum

8. Change of Owners, 1924 to date \_\_\_\_\_

9. City Directory Record

|      |                            |      |                                      |
|------|----------------------------|------|--------------------------------------|
| 1926 | <u>Alfred W. Joyce</u>     | 1936 | <u>Vacant</u>                        |
| 1927 | "                          | 1937 | <u>Mrs. Edith C. Staples - widow</u> |
| 1928 | "                          |      | <u>Margaret Vaughan, nurse</u>       |
| 1929 | "                          | 1938 | <u>Margaret Vaughan nurse</u>        |
| 1930 | "                          | 1939 | <u>Mrs. Edith C. Staples</u>         |
| 1931 | "                          | 1940 | <u>Mrs. Mary A. Halliday, nurse</u>  |
| 1932 | "                          | 1941 | <u>Mrs. Edith C. Staples</u>         |
| 1933 | "                          | 1942 | "                                    |
| 1934 | "                          | 1943 | <u>Clyde G. McCrum</u>               |
| 1935 | <u>Mrs. Nellie Corbett</u> | 1944 | "                                    |
|      |                            | 1945 | "                                    |

10. Miscellaneous

Mrs. Gardner Joyce - 2-17-65 - 17 Crescent Street

Conclusions and Action

Edith C. Staples resides 19 Crescent Street - 1947 Directory  
Margaret Vaughan resides 261 Vaughan - 1947 Directory

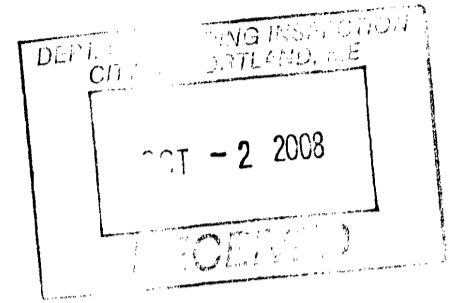




September 26, 2008

Ms. Barbara Barhydt  
Development Review Services Manager  
City of Portland Planning Authority  
389 Congress Street  
Portland, Maine 04101

**Subject: Housing Replacement Fund Application  
Crescent Heights LLC  
25-29 Crescent St.**



Dear Barbara:

On behalf of Crescent Heights LLC, I am pleased to submit our application for the Preservation and Replacement of Housing Units (PARHA). We plan to build a LEED-Gold Certified new apartment building housing 44 individuals on the site of what are now three uninhabitable apartment buildings, owned by Crescent Heights and purchased from Maine Medical Center in fulfillment of their contract zone and expansion. Developers Collaborative, doing business as Crescent Heights LLC, has worked very hard to create a smart growth concept that will be received favorably by the neighborhood, the institution, and the City and we look forward to the continued involvement of all interested parties as we make this building an asset to all.

The target market for Crescent Heights is student renters who will be coming to Portland as part of Maine Medical Center's new medical school partnership with Tufts University. Currently, if this increased demand is not met, new students will be renting primarily near Maine Medical Center, an area of the City constrained in opportunities for new housing creation. This will decrease affordability in a section of the City that is already unaffordable relative to some other areas of the City.

Crescent Heights' plan to provide replacement units is in keeping with the spirit, intent, and letter of Section 14-483, the stated purpose of which is "to promote and facilitate an adequate supply of housing, particularly affordable housing." **The replacement units will provide significantly more housing opportunities (44 bedrooms) than those being demolished (23 bedrooms).** However, due to the suite-style of the new building, 44 bedrooms are being accommodated in 11 "dwelling units," while 13 legal "dwelling units" and 4 legal "rooming units" are being replaced. **Therefore, and in recognition of the fact that student housing qualifies as "an important housing need within the City, as evidenced by its inclusion in the housing element of the City's Comprehensive Plan" under Sec. 14-384 (h)(6)(c), Crescent Heights is hereby applying under the special plan allowance of the above-mentioned Section of the Ordinance.**

While Sec. 14-384 (h)(6)(c) sets this test to determine qualification under a special plan, it is worth noting that Crescent Heights meets many other goals of the Housing Element of the Comprehensive Plan as well in addition to the type of housing being proposed. The project will provide density, yet be compatible with the scale and character of the neighborhood; conform within existing zoning, thus obviating the need for a contract zone which has become more and more common in the City; be a significant upgrade in quality of the housing stock at a time when new investment in Portland's housing is

(207) 772-7673  
Fax (207) 253-5183  
17 Chestnut Street / Portland, ME 04101  
[www.developerscollaborative.com](http://www.developerscollaborative.com)

challenged; create a sustainable building that will seek LEED Gold Certification, thus providing both lower life cycle costs as well as sustainable building design, materials, and practices; and be located extremely close to the end users' major destination, keeping down vehicle trips, miles traveled, and on-street parking demand.

**Special Plan as contemplated by Sec. 14-384(h)(6)(c)**

POLICY #1 of the Housing Component of the Comprehensive Plan is to **“Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.”** To implement this, “a diverse mix of housing types,” is called for, including “Housing for special markets, such as...student or dormitory housing.” A related strategy is to “Encourage higher density housing located near services, such as schools, businesses, institutions, employers, and public transportation.”

POLICY #3 of the Plan is to **“Maintain and enhance the livability of Portland’s neighborhoods as the City grows through careful land use regulation, design and public participation that respects neighborhood integrity.”** This emphasis on the value of neighborhoods as planning units underlies the provisions in Maine Medical Center’s contract zone agreement (Order 172-04/05), which initially required the divestiture of the properties upon which the uninhabitable housing is now to be replaced by Crescent Heights LLC. Order 172-04/05 expressly contemplates that the divestiture of the properties will “allow others to return them to residential use.” New construction aimed at a specialty niche market such as medical student housing is perhaps one of the only ways to fulfill the intent of the contract zone due to the poor state of repair of the properties, even at the time of the contract zone agreement. The condition of these buildings is such that not only are they unable to be rented in their current state, they are too far gone to be renovated as the cost to do so would not justify the achievable rents upon renovation. Thus, the buildings will not likely be renovated, by Crescent Heights or any other party subject to economic or market constraints.

Further in POLICY #3, Action 3.a.4 is “The City should work with its colleges and universities to assure **new construction** of affordable student housing, to meet the current and future needs created by their long-term goals for expansion.”

Also in POLICY #3, Objective 3.d. is to “Encourage **new** housing development in proximity to neighborhood assets such as open space, **schools**, community services and public transportation. This Objective contemplates more general smart growth ideas that it is desirable to live near common destinations. Crescent Heights will be targeted toward medical students who will be working and studying one block away. This is possible because parking is provided in the garage next door, an innovation that allows a greater density of housing to be built within existing zoning regulations. Density (see POLICY #1, above) and conformance with zoning (“Uphold Zoning: Enforce approved density regulations in the Zoning Ordinance”) are also two goals of the Housing Element of the Comprehensive Plan.

*“Portland is home to the region’s major institutions, which provide numerous employment opportunities and create a demand for housing for employees and students. These benefits can be offset by increased traffic, parking and housing demands that may adversely affect neighborhoods. Residents express concern about the*

transitory nature of student tenants, shortage of parking, and upkeep of residential buildings. The City will continue to work on balancing neighborhood stability with the needs of institutions to expand and provide required services.”

-Housing Component of the Comprehensive Plan, p. 42

Crescent Heights is the result of a predevelopment process that has included an analysis of the properties to be redeveloped, the opportunities and constraints of the neighborhood, and consultations with community stakeholders including neighborhood residents, elected officials, City staff, and Maine Medical Center. This process has resulted in a proposal which is tailored to the unique requirements of the situation and site.

**POLICY #5** states that **“Portland should encourage sustainable development patterns and opportunities within the City by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.”**

Smart growth is a central tenet of both the City of Portland. Crescent Heights helps implement this vision in many ways on a single site. In fact, Crescent Heights is in keeping with all six of the major objectives of POLICY #5, including:

- Objective 5a: *“...a dynamic balance of the essential element of the city, such as excellent schools, diverse housing choices, proximity to services and employment...expanded economic base”*
- Objective 5b: *“Maximize development where public infrastructure and amenities exist”*
- Objective 5c: *“Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing.”* Importantly, one of the Medical Center’s motives in establishment of a medical school is not only to create more doctors in Maine, but to keep them here upon graduation and entrance into a professional career. Maine has a well-documented shortage of physicians and MMC sees a positive student experience as a key toward retaining MDs upon graduation. Crescent Heights will work in support of this important goal.
- Objective 5d: *“reduce dependence upon the automobile and make neighborhood life without a car more practical.”* While this project will use the transportation network efficiently by providing housing close to daily destinations as noted above, density in this location (fronting on Crescent Street but proximate to Congress Street) will support the City’s goal of a retail street presence on the latter. Currently there is a vacant retail space in the parking garage and this particular section of Congress Street awaits the critical mass necessary to spur the desired type of development.
- Objective 5e: *“Locate and design housing to reduce impacts on environmentally sensitive areas.”*
- Objective 5f: *“Design housing using new technologies and materials that reduce costs and increase energy efficiency.”* This project will target LEED Gold status. Accordingly, we will be implementing features such as:
  - Interior bicycle storage and changing rooms;

- Increased stormwater quality control;
- Light pollution reduction;
- Water efficient landscaping;
- Water use reduction techniques;
- Optimized energy performance;
- Enhanced refrigerant management;
- Enhanced commissioning;
- Solar hot water panels;
- Construction waste management;
- Low-emitting materials;
- Controllable lighting and thermal comfort systems.

In recognition of the fact that Crescent Heights is creating nearly double the housing opportunities (23 vs. 44 bedrooms), greatly increasing the quality of the units while maintaining affordability to students, and meeting "an important housing need within the City," as specified in the special plan provision of Sec. 14-384(h)(6)(c), we ask that you approve such special plan as presented herein and find Crescent Heights to be in full satisfaction under Sec. 14-384.

Thank you,

  
Richard Berman

Crescent Heights LLC

**PRESERVATION AND REPLACEMENT OF HOUSING UNITS**

**PROJECT DATA**

Address Where Units Will Be Eliminated: 15, 25, + 29 Crescent St. C-B-L: S3-E-5  
 Address Where Units Will Be Replaced: 25-29 Crescent St. C-B-L: S3-E-5  
 Number Of Units Eliminated: 13 du; 4 ru (23) Beds Number Of Units Replaced: 11 (44 beds)

Circle Type of Unit Eliminated: rooming unit dwelling unit sheltered care group home  
 Circle Manner of Unit Elimination: Demolition consolidation conversion to nonresidential  
 original site to be used for parking after elimination

**Information on units to be Eliminated**

| Tenant Name | Tel #                    | Floor Area | # of Bdrms | Rent Amt | Amenities | Lease Length |
|-------------|--------------------------|------------|------------|----------|-----------|--------------|
| Unit 1      | See Attached spreadsheet |            |            |          |           |              |
| Unit 2      |                          |            |            |          |           |              |
| Unit 3      |                          |            |            |          |           |              |
| Unit 4      |                          |            |            |          |           |              |
| Unit 5      |                          |            |            |          |           |              |
| Unit 6      |                          |            |            |          |           |              |

**Information on Replacement Units**

|        | Floor Area               | # of Bdrms | Rent Amt | Amenities | Lease Length |
|--------|--------------------------|------------|----------|-----------|--------------|
| Unit 1 | See Attached spreadsheet |            |          |           |              |
| Unit 2 |                          |            |          |           |              |
| Unit 3 |                          |            |          |           |              |
| Unit 4 |                          |            |          |           |              |
| Unit 5 |                          |            |          |           |              |
| Unit 6 |                          |            |          |           |              |

7

Explain in detail any vacant units - who - why - when - etc.

See Attachment  
Please attach dimensioned floor plans of all units being eliminated AND  
dimensioned floor plans of replacement units  
See Attachment

**AFTER PLANNING BOARD CONDITIONAL USE APPROVAL**

Date of P.B Conditional Use Approval: \_\_\_\_\_

Shall attach copies of 90 day notice to vacate for each tenant who's unit is eliminated with proof of service.

Performance guarantee (letter of credit) posted on: \_\_\_\_\_ for \$ \_\_\_\_\_

Was alternate to replacement units exercised? \_\_\_\_\_ If so, how much money for how many units? \_\_\_\_\_

Date of receipt of alternate contribution: \_\_\_\_\_

I, Richard Berman, as applicant for a permit allowing the elimination of housing units under Portland City Code 14-483, hereby certify that the foregoing is true to the best of my knowledge.

Date: 9/25/08

Signature: Richard Berman

Print or type name: RICHARD BERMAN

**Information on Units to be Eliminated**

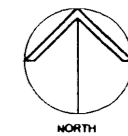
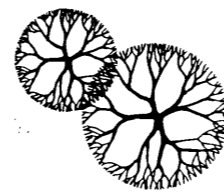
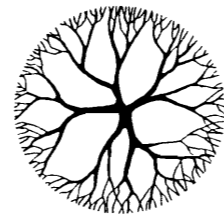
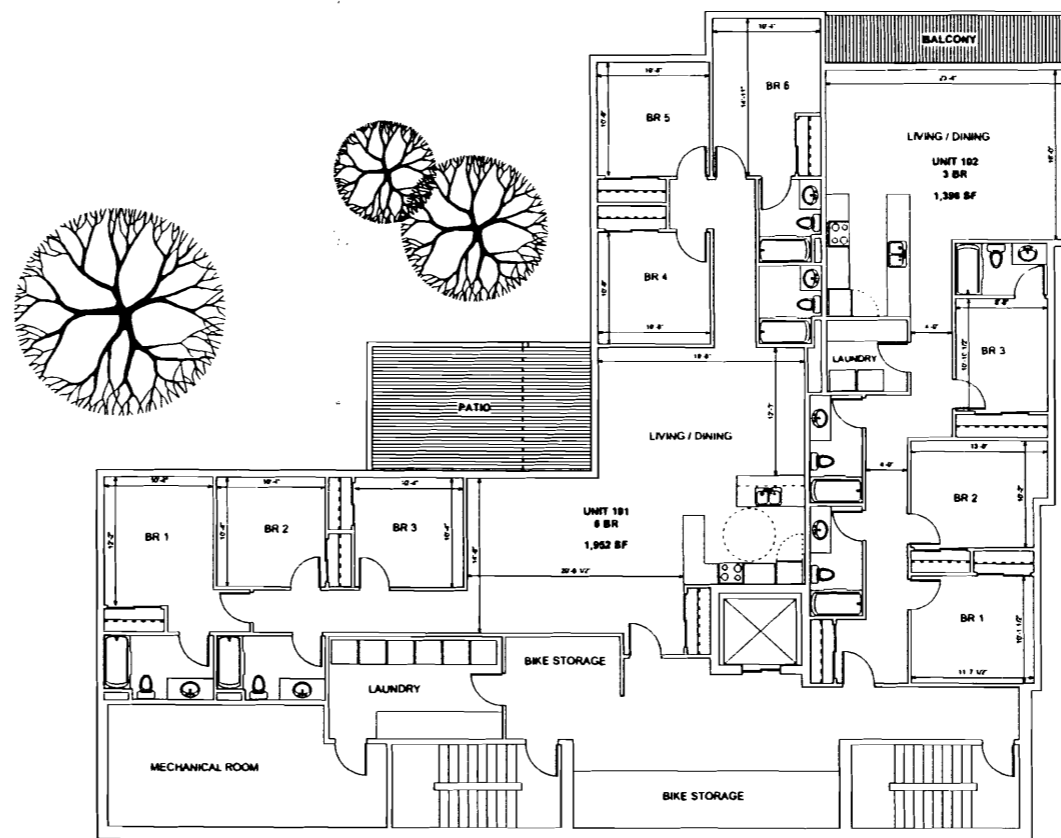
| Tenant Name         | Tel # | Floor Area   | # of Bdrms | Rent Amt | Amenities     | Lease Length |
|---------------------|-------|--------------|------------|----------|---------------|--------------|
| 15 Crescent #1 (du) | n/a   | not measured | 4          | n/a      | uninhabitable | n/a          |
| 15 Crescent #2 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #3 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #4 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #5 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 15 Crescent #6 (ru) | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #1      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #2      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #3      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #4      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #5      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #6      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #7      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 25 Crescent #8      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 29 Crescent #1      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 29 Crescent #2      | n/a   | not measured | 1          | n/a      | uninhabitable | n/a          |
| 29 Crescent #3      | n/a   | not measured | 2          | n/a      | uninhabitable | n/a          |
| 29 Crescent #4      | n/a   | not measured | 2          | n/a      | uninhabitable | n/a          |

Total DU to be eliminated           **13**  
 Total RU to be eliminated           **5**  
 Total Bedrooms to be eliminated   **23**

**Information on Replacement Units**

| Unit #                | Tel # | Floor Area | # of Bdrms | Rent Amt | Amenities    | Lease Length |
|-----------------------|-------|------------|------------|----------|--------------|--------------|
| Crescent Heights #101 | n/a   | 1,952      | 6          | tbd      | see attached | 1 yr         |
| Crescent Heights #102 | n/a   | 1,398      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #201 | n/a   | 1,384      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #202 | n/a   | 1,170      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #203 | n/a   | 1,398      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #301 | n/a   | 1,384      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #302 | n/a   | 1,170      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #303 | n/a   | 1,398      | 5          | tbd      | see attached | 1 yr         |
| Crescent Heights #401 | n/a   | 1,384      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #402 | n/a   | 1,170      | 3          | tbd      | see attached | 1 yr         |
| Crescent Heights #403 | n/a   | 1,398      | 3          | tbd      | see attached | 1 yr         |

Total DU to be replaced           **11**  
 Total RU to be replaced           **0**  
 Total Bedrooms to be replaced   **44**

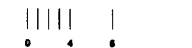
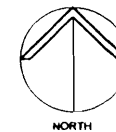
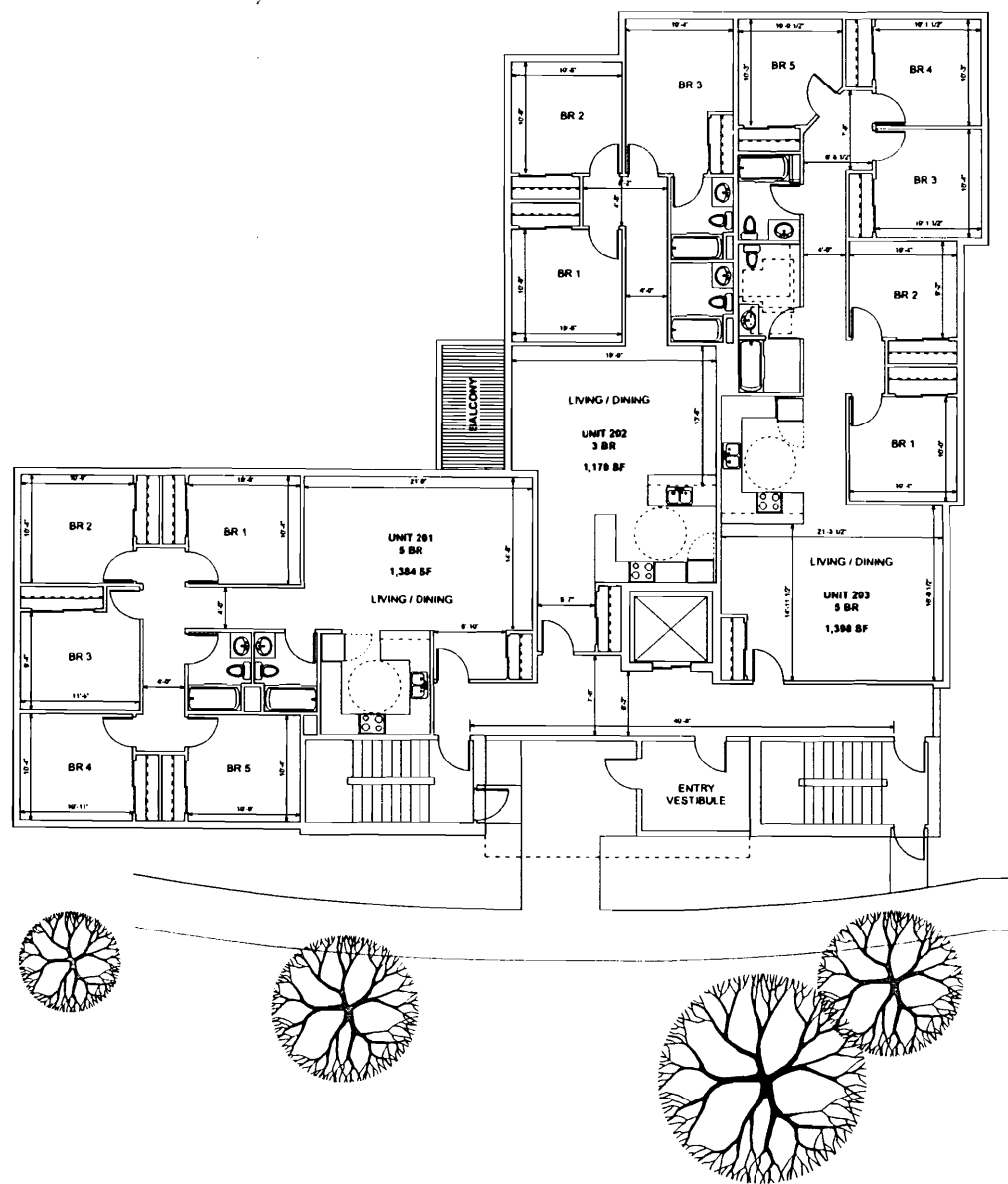


Level 1 Floor Plan

**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

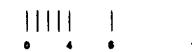
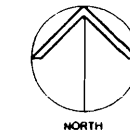
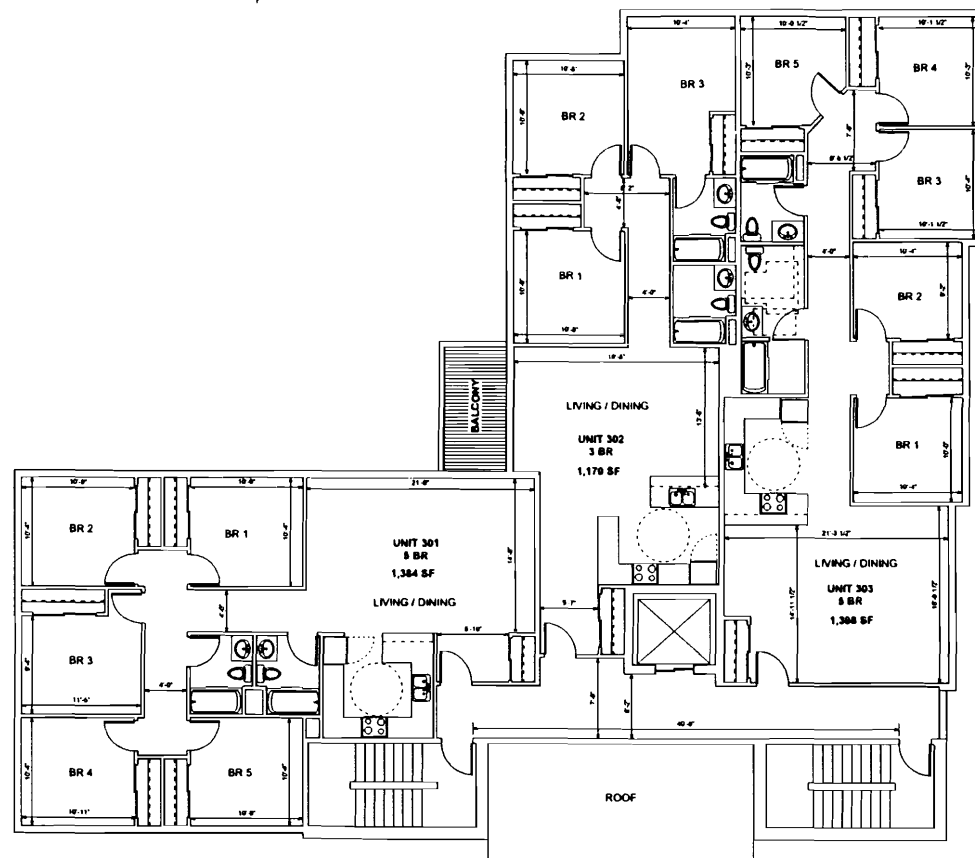




Level 2 / Ground Floor Plan

**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

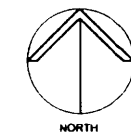
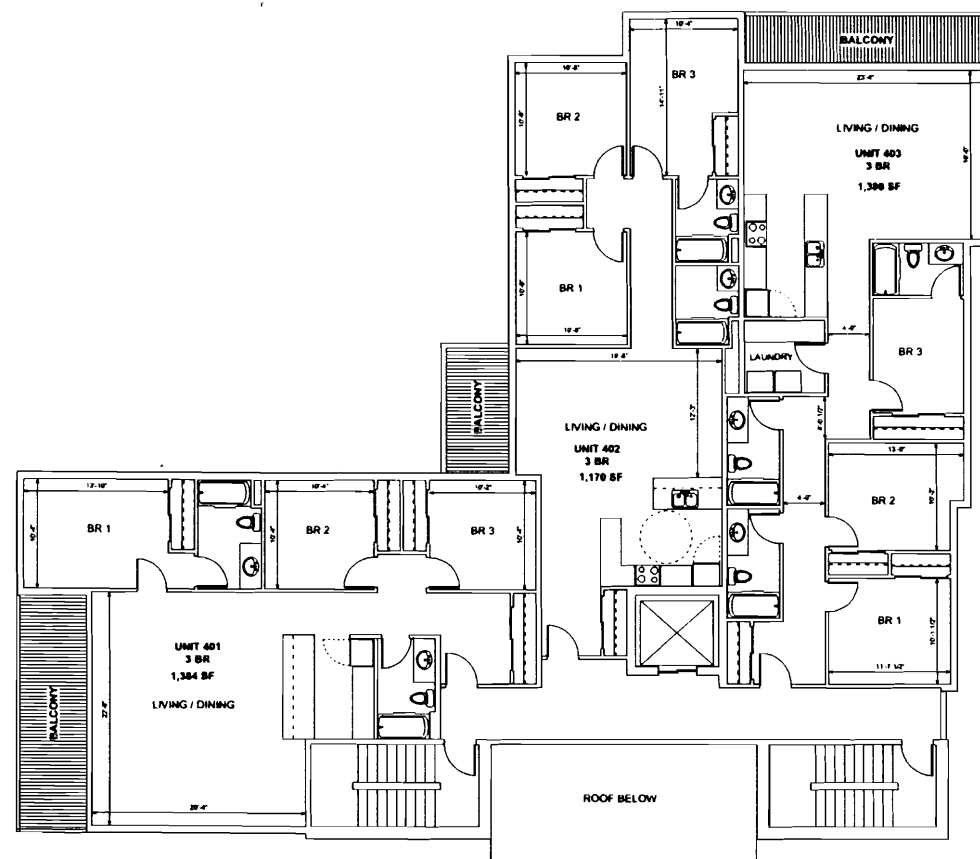
Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



**Level 3 Floor Plan**

**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



Level 4 Floor Plan

**Crescent Heights**  
 Developers Collaborative  
 September 19, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101



September 26, 2008

Penny St. Louis Littell, Director  
Planning & Urban Development Department  
City of Portland  
Room 308  
389 Congress Street  
Portland, ME 04101

Re: Crescent Heights Apartments – Portland, Maine

Dear Ms. Littell,

I am writing on behalf of Crescent Heights, LLC and their proposed project on Crescent and Congress Streets. Gorham Savings Bank is very interested in providing both the construction and permanent financing for this project.

While this letter is not to be construed as a loan commitment, we have reviewed the concept as outlined by the Developer and are comfortable with their management and financial ability to see the project through to a successful completion.

If you should need further information or clarification, please contact me at 222-1492.

Regards,

A handwritten signature in cursive script, appearing to read "Karl Suchecki".

Karl Suchecki  
Sr. Vice President

Cc: Crescent Heights, LLC

## LEASE FOR PARKING SPACES

LEASE made this \_\_\_\_ day of September, 2008, by and between MAINE MEDICAL CENTER, a Maine nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102 ("Landlord") and CRESCENT HEIGHTS LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 ("Tenant")

### W I T N E S S E T H:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parking Spaces Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, 44 motor vehicle parking spaces in Landlord's parking garage located adjacent to Landlord's 22 Bramhall Street campus and accessed from Congress Street and from the access road near Crescent Street (the "Spaces"). The Spaces are available to Tenant on an unassigned, nonexclusive basis; provided, however, that Landlord guarantees to Tenant that the Spaces shall be available. The Spaces shall be restricted to lessees of Tenant's residing in Tenant's housing project to be located on Crescent Street adjacent to Landlord's hospital property (the "Project").

2. Term; Renewal. The term of this Lease shall commence on the date of issuance of a certificate of occupancy for the Project and continue until September 1, 2028. If such certificate of occupancy is not issued by November 30, 2010, this Lease shall terminate and be of no further force or effect. Upon delivery of written notice to Landlord given not less than twelve (12) months prior to the end of the initial term hereunder, Tenant may, at its option, extend this Lease for one additional term of twenty (20) years (the "Renewal Term"), provided that Tenant is not in default hereunder at the time such written notice is given or at the commencement of the Renewal Term. The Renewal Term shall end on September 1, 2048.

3. Rent. Tenant covenants and agrees to pay rent during the term of this Lease of One Dollar (\$1.00), payable in advance.

4. Maintenance. Landlord shall at all times maintain the Spaces in the same order and repair as they are in at the commencement of the term, reasonable use and wear excepted. At the expiration of the term, Tenant shall surrender the Spaces to Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and only excepted.

5. Insurance. Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be mutually satisfactory.

6. Indemnification. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for injury to persons or damage to property in or about the

Spaces or arising in any way from the use or condition of the Spaces, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, except to the extent any such claims arise from the negligence or willful acts of Landlord or any employee, invitee, contractor or tenant of Landlord's.

7. Damage or Destruction by Fire, Eminent Domain or Casualty. In the event that the parking garage in which the Spaces are located or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Spaces are thereby rendered untenable in whole or in part, then either Landlord or Tenant may terminate this Lease upon written notice to the other.

8. Tenant's Property. All motor vehicles and property of every kind, nature or description therein belonging to Tenant and to all persons claiming through or under Tenant which may be in the Spaces or otherwise using the parking garage during the term of this Lease, shall be at the sole risk and hazard of Tenant or such persons, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

9. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. Tenant shall not assign this lease or sublet the Spaces without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, except that Tenant may assign this Lease to a successor owner of the Project without needing to obtain Landlord's consent.

11. Subordination to Mortgage. This Lease is subject and subordinate to any and all mortgages from Landlord to third persons, whether now or hereafter existing. At the written request of Landlord or any mortgagee, Tenant agrees to attorn to any such mortgagee.

12. Notices. Notices to be given under this Agreement shall be deemed sufficient if in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after delivery if

mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or if sent by reputable overnight courier or delivery service, and addressed to the recipient at the address set forth at the beginning of this Agreement. Either party may change addresses for purposes of this Agreement by providing the other party with written notice of the new address in the manner specified herein.

13. Miscellaneous. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease. Tenant agrees and covenants not to record this Lease, but each party agrees, at the request of the other, to enter into a mutually satisfactory Memorandum of Lease in recordable form. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant. Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith has been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:

MAINE MEDICAL CENTER, Landlord

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title

CRESCENT HEIGHTS LLC, Tenant

\_\_\_\_\_

By: \_\_\_\_\_  
Richard Berman, its Member

**From:** Marge Schmuckal  
**To:** Barbara Barhydt; Penny Littell ; Rick Knowland  
**Date:** 10/6/2008 3:31:37 PM  
**Subject:** Re: student housing

I never wrote a letter to Terry Turner. He was to get me information such as a copy of the lease. This information was requested at a meeting at which we were all present.

I am putting together the memos and copy of the lease we received from him so this might guide you as to what to ask for.

Marge

>>> Barbara Barhydt 10/6/2008 3:06:32 PM >>>  
Thanks for looking. Marge, are you able to retrieve this memo?

Thanks.

barbara

>>> Rick Knowland Monday, October 06, 2008 3:00 PM >>>  
Marge did an email/memo for student housing regarding the land use classification of this use. It is referenced on page 3 of my Oct. 10, 2006 planning board report. See attachment. Unfortunately I could not find it among the attachments in my copy of the report. It must of gotten loose from the report. Anyway I would check the e file for a copy of this email/memo.



Meeting Date →

8/8/06

REALTY RESOURCES  
CHARTERED

**MEMORANDUM**

**To:** City of Portland Planning Department  
Attn: Rick Knowland

**From:** Edward Marsh  
Senior Development Officer

**Date:** August 4, 2006

**RE:** Bayside Village lease clarification

DEAN EAST  
STUDENT HOUSING

STUDENT HOUSING

STUDENT HOUSING

Rick  
SEARCHED

In response to the question regarding the leasing of the Bayside Village Student Housing complex the following represents how the leasing process is handled:

Each of the 100 individual units in the student housing project will have a 12 month lease with all tenants per apartment unit listed on the lease.

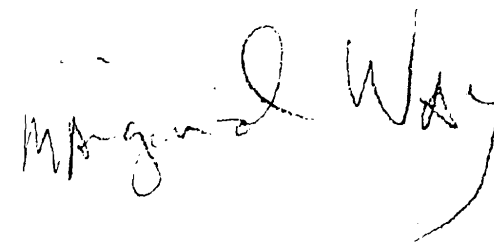
For clarification purposes each apartment is a self-contained unit in the building and will comprise of the following:

- Four bedrooms
- Two full baths
- Laundry area including washer and dryer
- Fully stocked kitchen
- Dining area
- Living area
- Storage closet
- Wireless network
- Cable TV
- Security

CAP

All four parties sign a lease  
12 months - each individual signs the lease

**From:** Rick Knowland  
**To:** Alex Jaegerman ; Ed Marsh  
**Date:** 8/9/2006 11:13:41 AM  
**Subject:** Re: Bayside Village leasing clarification



Ed, Thank you for meeting with us yesterday. We look forward to reviewing the lease info. Would it be possible to also receive the interior floor plans of the building? Concept drawings would be fine if thats all you have. This will help us provide an informed decision. Could you send us 2 copies of the floor plans one to me and one to Marge Schmuckal in the Building Inspection Office. Thanks. Should you have any questions, please give me a call.

>>> "Ed Marsh" <emarsh@realtyresourcesgroup.com> 08/04/2006 4:11:58 PM >>>

Attached is a memo that should clarify the leasing. We do not feel it is necessary to bring this issue up with the CDC. Please comment with any issues or concerns. Thank you

Ed

Edward H. Marsh Jr.  
Senior Development Officer  
Realty Resources Chartered  
247 Commercial Street Suite A  
Rockport, ME 04856  
Office - 207-236-4067  
Fax - 207-236-6307  
Cell - 207-712-6798  
[emarsh@realtyresourcesgroup.com](mailto:emarsh@realtyresourcesgroup.com)

**CC:** Bob Metcalf; Joe Cloutier; Terry Turner

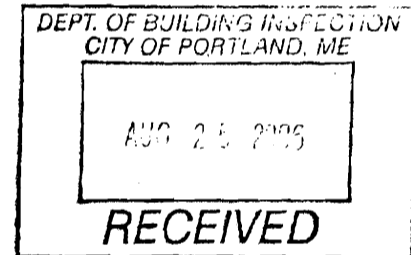
**From:** "Ed Marsh" <emarsh@realtyresourcesgroup.com>  
**To:** "Rick Knowland" <RWK@portlandmaine.gov>  
**Date:** 08/25/2006 11:20:48 AM  
**Subject:** SAMPLE Lease and application for Bayside Village

Attached are SAMPLE leases that will be modified for the Bayside Village project on Marginal Way. Please review and comment as necessary. Thanks for your assistance on this matter Rick.

Ed

Edward H. Marsh Jr.  
Senior Development Officer  
Realty Resources Chartered  
247 Commercial Street Suite A  
Rockport, ME 04856  
Office - 207-236-4067  
Fax - 207-236-6307  
Cell - 207-712-6798  
emarsh@realtyresourcesgroup.com

**CC:** "Terry Turner" <tst@maine.rr.com>, "Bob Metcalf" <bmetcalf@mitchellassociates.biz>



# 2006-2007 Millennium Hall Lease

THIS LEASE ("Lease") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Collegiate Housing Foundation, Inc. (hereinafter "Landlord"), and \_\_\_\_\_, with SSN / Student ID Number \_\_\_\_\_, (hereinafter "Tenant"), the premises identified as Apartment \_\_\_\_\_ in Millennium Hall, 7950 Osler Drive, Towson, Maryland (hereinafter, the "Premises").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

1. **Basic Lease Information** The following Basic Lease Information is hereby incorporated into and made a part of this Lease.

a. **Apartment Unit:** Apartment Unit #: \_\_\_\_\_ located in the Premises ("Apartment Unit").

➔ **Premises:** Bedroom Letter: \_\_\_\_\_ located in the above-referenced Apartment Unit.

c. **Landlord's Agent:** Capstone Properties ("Capstone" or "Agent").

d. **Lease Term:** The term of this Lease ("Lease Term") shall begin on or about August 17, 2006 (the "Lease Commencement Date") and end on May 23, 2007 (the "Lease Termination Date").

For the  
2006-2007  
Academic Year  
➔ e. **Base Rent:** Tenant shall pay Landlord annual base rent ("Base Rent"), in two (2) equal installments as indicated below ("Semester Installments"). The below rates are effective for the 2006-2007 academic year.

Base Rent..... \$7,134  
Semester Installment..... \$3,567

f. **Rent Due Dates:** Tenant shall pay Landlord the Semester Installments of Base Rent specified in Paragraph 1.e above on or before each of the following dates ("Rent Due Dates");

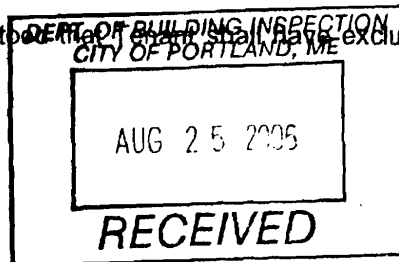
Payment 1..... August 17, 2006  
Payment 2..... January 23, 2007

g. **Security Deposit:** Millennium no longer accepts security deposits. In its place, applicants will be required to submit a \$200 reservation fee that will be applied toward their first rental payment.

h. **Tenant Insurance Notice:** Tenant is hereby advised that Landlord does not carry insurance on Tenant's personal possessions and Tenant is strongly encouraged to secure apartment dweller's or similar insurance to cover any loss or damage to Tenant's personal property.

i. **Emergency Telephone Number:** This property has an emergency telephone number, operational twenty-four (24) hours a day, seven days a week, 365 days a year. The phone number to call in the event of an emergency is: (410) 704-2133.

➔ 2. **Use and Occupancy** It is understood that Tenant shall have exclusive use and occupancy of the one bedroom in the Apartment Unit.



Premises designated in Paragraph 1.b above, and the shared use and occupancy of the bathroom(s), kitchen, and living/dining areas with the other resident(s) of the Apartment Unit designated in Paragraph 1.a.

3. **Landlord's Agent** Landlord has hired Agent as its property manager to conduct and handle all business for Millennium Hall. This includes addressing resident issues, establishing and enforcing policies and procedures, and collection of rents. Note that when the word Landlord is referenced herein, Agent is authorized to act on Landlord's behalf.
4. **Eligibility** Tenant represents that at the time (s)he commences occupancy of the Premises, and at all times during the term hereof, Tenant will be a matriculated, full-time (or equivalent), undergraduate or graduate student, in good standing, at Towson University (the "University"). Tenant may also be a registered Co-op student in an approved University program or registered in a field study instruction program approved by the University. Summer occupancy is open to non-University members. Tenant grants Landlord permission to verify student status with the University. Landlord reserves the right to deny residency to any applicant not meeting the above minimum requirements. Additionally, if at any time, Tenant fails to maintain full-time status at the University, this Lease may be immediately terminated by Landlord, and all unpaid Monthly Installments of Base Rent will be immediately due and payable to Landlord.
5. **Payment of Rent** Tenant covenants to pay Landlord the Monthly Installments of Base Rent by the Rent Due Dates without diminution, deduction, set-off, or demand at Main Office located at Suite 6115 or by mailing to Millennium Hall, 8000 York Road, Box 6115, Towson, Maryland 21252, or such other place as Landlord may notify Tenant in writing. Tenant's obligation to pay Base Rent shall be independent of any other clause in this Lease. If Tenant mails payment of Base Rent, it must be sent so that it is received by Agent on or before the Semester Installment due dates. Checks and money orders tendered for rent or other payments to Landlord shall be made payable to "Capstone Properties." VISA and M/C payments are acceptable. All payments must be tendered in US funds. It is expressly understood that Tenant is obligated to pay the full Base Rent regardless of whether Tenant is unable for any reason to continue occupying the Premises for the entire Lease Term. Accordingly, Tenant shall continue paying Semester Installments of Base Rent to Landlord (and Guarantor(s)' obligation to ensure payment of the same shall continue) for the entire Lease Term and until the entire Base Rent is paid in full by Tenant, or otherwise recovered by Landlord through mitigation of damages. Any tenant utilizing the AMS payment plan through the University may apply for extended payment of rent to Landlord. A non-refundable processing fee of forty-eight dollars (\$48) or \$24/semester will be assessed to all extended payment plans. An addendum to this Lease must be signed in the event Tenant elects to participate in the AMS payment plan.
6. **Late and Bounced Check Fees** Rent is due by the first day of the semester. In the event any Semester Installment of rent is not received by Agent prior to the close of the third (3<sup>rd</sup>) business day after the Rent Due Date, Tenant shall also pay Landlord, as additional rent, a late charge of five percent (5%) of the delinquent Semester Installment of Base Rent. The right to collect a late fee, however, shall not constitute a waiver of Landlord's right to immediately institute legal proceedings for rent, damages and/or repossession of Premises for non-payment if the rent is not received on the first day of the month. In the event Tenant elects to pay the rent by check, Tenant shall pay Landlord a charge of twenty-five dollars (\$25) for any check returned to Landlord for non-sufficient funds, or which otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such dishonor, and shall be in addition to any late charges assessed. The returned check fee shall constitute additional rent hereunder. Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be money order, cashier's check, personal check or credit card, provided however, that the Landlord shall give Tenant and Guarantor no less than ten (10) days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service fees, damages, court costs, attorney's fees, and return check charges) incurred by or on behalf of Tenant prior to applying same to the current Semester Installment of Base Rent due. If the payment tendered by Tenant fails to cover the total charges

outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to pay in a timely manner all rents due from Tenant to Landlord. No endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be a waiver or accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the full balance due.

7. **Possession / Relocation** Tenant may peaceably and quietly enter the Premises at the beginning of stated term. If on the date of this Lease another person is occupying the Premises and Landlord is unable to deliver possession on or before the Lease Commencement Date, Tenant's right of possession hereunder shall be postponed until said Premises are vacated by such other person, and the rent due hereunder will be abated at the rate of 1/120 of the Semester Installment for each day that possession is postponed; provided, however, that if Landlord does not deliver possession of the Premises within thirty (30) days of the Lease Commencement Date, the Tenant, on written notice to the Landlord, may terminate, cancel, and rescind the Lease. Landlord shall not otherwise be liable to Tenant for any damages resulting from Landlord's failure to deliver possession of the Premises on the Lease Commencement Date. Should the Landlord at any time during the Lease Term deem it necessary or advisable, in its sole discretion, Landlord shall have the right to move Tenant to similar accommodations within Millennium Hall. If at any time during the Lease Term Tenant fails to meet the eligibility requirements contained herein, Landlord shall have the right to terminate this Lease. Irrespective of such termination, Tenant shall remain liable to continue paying Landlord Semester Installments of Base Rent for the remaining Lease Term, or until the entire Base Rent is recovered by Landlord through mitigation of damages.
8. **Utilities** Tenant is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Landlord herein. Enhanced or premium channel Cable TV ("CATV") service, long distance telephone service, and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Tenant. Landlord shall provide reasonable amounts of water, heat, electricity, gas, on-campus telephone service (not including long distance or off-campus service), data connection, and basic CATV service. Tenant must provide all Ethernet cables, televisions, television cables, or telephone equipment, and all computers must have an Ethernet card to access the Internet connection provided. Landlord does not provide any computer services to Tenant; maintenance of any of Tenant's computer equipment is the sole responsibility of Tenant. In respect to the various services herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of any rent, charge, or other compensation for interruption or curtailment of such services when such interruption or curtailment shall be due to accidents, alterations, desirable or necessary repairs, or due to inability or difficulty in securing supplies or labor for the maintenance of such services, or due to any other cause whatsoever, unless the interruption or curtailment shall be caused by negligence on the part of the Landlord or shall continue beyond a reasonable time following due notice to the Landlord of the existence of such curtailment or interruption. No diminution or abatement of any rent, charge or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Premises, Apartment Unit, the Building, or any part, thereof, nor for any space taken to comply with any law, ordinance or order of government or University authority. Landlord shall provide refuse removal from chutes within the Building; however tenants are required to place trash in the designated areas. Tenants are to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Tenants must maintain heating and cooling at levels generally considered to be comfortable in the judgment of the Agent's management staff and other tenants when the Apartment Unit is occupied. **When the unit is unoccupied in the cold weather months, the Tenant should keep the thermostat set at 60 degrees. When the unit is unoccupied in warmer months for any period of time in excess of one (1) day in length, the Tenant should keep the air conditioning set in the 'off' position. Electricity and water usage per apartment will be measured. Landlord reserves the right to charge each tenant for utility usage in excess of 120 percent of the average quarterly usage for comparable size apartment units. Tenant agrees not to install, operate or place in the Premises or Apartment Unit any refrigerator, freezer, stove, cooking device, air conditioning unit, clothes drier, washing**

machine, nor any other major appliance not otherwise provided or authorized in writing by Landlord.

9. **Default** A default under the terms of this Lease will result in the acceleration of all Semester Installments of Base Rent, making them immediately due and payable, and will not otherwise release Tenant from his or her obligations hereunder.
- A. The events of default set forth below shall constitute a breach of the Lease and may result in any or all of the following remedies:
- i. Termination of the Lease;
  - ii. Denial of future housing and/or legal action;
  - iii. Repossession of the Premises;
  - iv. Referral to Towson University for Judicial or administrative action.
  - v. Refusal to renew the Lease for additional terms.
  - vi. Such other remedies as provided by law or by this Lease.
- B. Events of default include, but are not limited to:
- i. Tenant's failure to make any payment of rent or additional charges, fees or penalties due under this Lease when due;
  - ii. Any breach or violation of the terms of this Lease, including failure to maintain student status or program participation for designated spaces;
  - iii. Refusal to vacate the Premises or Apartment Unit upon termination of the Lease;
  - iv. Violation of the *Millennium Hall Rules and Regulations*, incorporated herein by reference;
  - v. Violation of Towson University *Code of Student Conduct*, incorporated herein by reference;
  - vi. Violation of any applicable Federal, State or local ordinance.
- C. In the event of breach or default of Lease, Tenant will be liable for damages as follows:
- i. For all past due rent and charges.
  - ii. For all unpaid Semester Installments of Base Rent that would accrue through the expiration of the Lease Term.
  - iii. For all expenses that Landlord may incur in preparing the Premises for future occupancy.
  - iv. For all court costs, collections costs, and reasonable attorney's fees incurred by Landlord as a result of Tenant's breach.

In the event of a breach of any of the terms and/or conditions of this Lease, Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of its election to terminate the Lease. Said written notice may be given to Tenant personally, by first class mail, or by leaving a copy thereof at the Apartment Unit. Tenant shall within such time vacate the Premises and Apartment Unit and Landlord shall be entitled to immediate possession of the Premises and Apartment Unit and may avail itself of any remedy provided by law for the restitution of possession. Nothing contained in this paragraph shall in any way relieve or excuse the obligation of Tenant to make all Monthly Installments of Base Rent for the entire term of the Lease, nor shall this paragraph in any way limit the right of the Landlord to avail itself of all remedies otherwise provided by law to it by reason of such breach.

10. **Tenant's Use** The Premises and Apartment Unit shall be occupied exclusively by the assigned tenants for residential use only. Tenant shall not use the Premises or any part of the Apartment Unit, Building, or Millennium Hall Property for any commercial business or purpose without the prior written consent of Landlord and Towson University Department of Housing and Residence Life. Tenant shall use and occupy the Premises and the Apartment Unit in strict compliance with applicable local, State and Federal laws, any rules and regulations of any governmental board having jurisdiction, as well as all Landlord and University rules or regulations.

No person or persons other than Tenant shall occupy the Premises or Apartment Unit without the express prior written consent of Landlord. Landlord will not execute leases where the number of residents exceeds one (1) person per bedroom. Guests are permitted under the following terms and conditions:

- a. Guest(s) visit(s) may not exceed three (3) consecutive days or a total of five (5) days in any calendar month.
- b. All other tenants of the Apartment Unit consent to the visit.
- c. Guest(s) abide by all Landlord and University rules or regulations.
- d. Tenant, as host, assumes full responsibility for guest behavior as well as full responsibility for any charges or damages that result from guest's behavior. Tenant must strictly respect the privacy and right to normal use of the Apartment Unit by other tenants in entertaining guest(s).
- e. Tenant must escort guest(s) at all times while inside the Building.

Tenant hereby automatically accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-tenant access to the Building and/or Apartment Unit.

11. **Abandonment or Failure To Occupy** If Tenant shall abandon the Premises, or quit and vacate the Premises voluntarily or involuntarily, the same may be relet by Landlord for such rent and upon such terms as Landlord in its discretion may deem reasonable and advantageous; and, in the event of such reletting, Tenant shall be and remain liable for any deficiency in Base Rent, expenses incident to such reletting, and any damages which Landlord may sustain by virtue of Tenant's abandonment. In the event of the loss of an Apartment Unit resident or failure of an Apartment Unit resident to take occupancy, Landlord shall have the sole and exclusive right to assign a new resident to the Apartment Unit. Landlord has no obligation to obtain permission from Tenant to assign a new resident to the Apartment Unit, nor does the Landlord have any obligation to inform Tenant of any new resident assignment or move-in.
12. **Renewal** This Lease terminates on the Lease Termination Date stated herein. In the event Tenant wishes to enter into a new lease for the next academic year, Tenant must comply with Landlord's notices and procedures governing lease renewals to be provided to Tenant on or about the beginning of the Spring Semester. Landlord reserves the right to refuse to offer a lease to Tenant during any subsequent academic year at Landlord's sole discretion. Should any Tenant occupy any of Landlord's property after the Lease Termination Date with the approval of the Landlord, Tenant must execute a new lease with Landlord and, beginning the day after the Lease Termination Date stated above, rent shall be paid at the new lease rate. Tenants entering into a lease for the same bedroom for a subsequent academic year will be allowed to remain in their assigned bedroom for the period between the Lease Termination Date for the current academic year and the Lease Commencement Date for the next academic year.
13. **Assignment or Subletting** Tenant shall not assign, sublet or transfer his or her interest in the Premises, Apartment Unit, or any part thereof without Landlord's prior written consent. Tenants shall have the ability to transfer their lease provided they strictly follow the procedures established by Agent, to include paying a One Hundred Dollar (\$100) lease transfer fee, due to the additional administrative work involved in transfers of the lease. Tenant bears the full responsibility for finding a qualified replacement student to take over the Lease for any remaining portion of the Lease Term in the event of a permitted transfer. In order to be released from the Lease, Tenant must ensure that the replacement student meets all Millennium Hall eligibility requirements, as determined by Towson University; completes all appropriate paperwork, pays all appropriate fees and charges, and takes possession of the Premises. Replacement tenants shall have no automatic right to renew the Lease for subsequent lease terms, nor shall they be given any preferential consideration with regard to occupying the Premises or Apartment Unit for future lease terms.
14. **Hold Over** If Tenant fails to vacate and/or check out of the Premises and Apartment Unit by the Lease Termination Date, Tenant shall be obligated to pay Landlord, as additional rent, a fee of one hundred dollars (\$100) per day for each day or portion of a day that Tenant remains past the Lease Termination Date. In addition, Tenant shall be liable for all consequential and/or other damages suffered by Landlord, including lost future rents, as a direct or indirect result of Tenant's holding over. In the event that any item of personal property are left in the Premises or Apartment Unit after this Lease has been terminated, Landlord will consider these items to be abandoned and Landlord may keep or dispose of same as it deems fit without liability to Tenant or anyone else. In the event Landlord shall commence legal action as



a result of Tenant's holding over, Tenant shall additionally be liable to Landlord for any and all court costs and reasonable attorney's fees incurred by Landlord as a result.

15. **Right of Inspection and Entry** Tenant agrees that Landlord, its agent or representative, or University staff may enter the Apartment Unit and Premises at reasonable hours for the purposes of making inspections and repairs, decorations, alterations or improvements, to supply services and/or to exhibit same to prospective tenants. Except in the event of an emergency affecting health, safety, or welfare of Tenant or any resident or any property thereof (in which event Landlord may immediately enter the Apartment Unit and Premises at any time without prior notice to, or consent from, Tenant), Landlord shall give Tenant at least twenty-four (24) hours advance notice (written or oral) of intent to enter and shall enter only during normal business hours or at such other time as is mutually agreed to by Landlord and Tenant. In the event that Tenant is absent from the Premises at the time of entry, Landlord shall supply Tenant within twenty-four (24) hours after entry with a written report of the entry, setting forth the purpose of the entry and the details of any repair, decoration, alteration or improvement. Entry notices may be posted in public places such as elevators, in hallways, on doors or circulated by means of campus newspapers, newsletters, or other forms of communications. In the event Tenant shall refuse entry to the Apartment Unit or Premises and by such refusal additional costs are incurred or additional damages are caused to the Apartment Unit, Premises, or Building, Tenant will be liable for all such costs and damages. In addition, abuse of access rights by any Tenant shall be a basis for termination of the Lease. **Tenant acknowledges that Landlord or its agent or representative will inspect the Premises and Apartment Unit on a regular basis to ensure Tenant's compliance with all rules and regulations and maintenance of the Apartment Unit and Premises in a good, clean, and sanitary state.** A maintenance request by a co-resident of the Apartment Unit occupied by Tenant shall constitute permission for the Landlord or its Agent to enter into the Apartment Unit. Tenant shall also permit Landlord or its agent or employees to enter the Apartment Unit and Premises upon scheduled appointments for the purpose of displaying the same to prospective lessees. No such prior appointment shall be necessary if this Lease has been declared in default or if Tenant has abandoned the Premises. Landlord hereby reserves all rights to enter any Apartment Unit on a regular basis for maintenance, health and safety, and care requirements. Further, Landlord reserves the right to enter any Apartment Unit and the Premises in an emergency when responding to a reported incident or when there is a reasonable belief that there is serious physical or psychological distress or imminent danger to the Premises or Apartment Unit's occupants or contents.
16. **Parental or Sponsor's Guaranty** Landlord requires, as a condition of this Lease, a binding Continuing Guaranty of Lease (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to the Agent within fifteen (15) days from the date of execution of this Lease by Tenant, or if such Guaranty is not fully executed, notarized, and returned to the Agent prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.
17. **Notice** Any notice or communication which either Tenant or Landlord is required to give to the other shall be in writing, delivered by U.S. mail or in person, addressed to Tenant at the address of the Premises and to the Landlord at Agent's Management Office located at Suite 6115, Millennium Hall Main Office or to such other address as either party may from time to time direct by written notice to the other.
18. **Other Conditions** In addition to the provisions set forth above, Tenant agrees that (s)he has access to and agrees to abide by the Guide to Community Living that is provided upon Check-in. All the terms and provisions set forth in the Guide to Community Living are incorporated by reference into this Lease. Tenant acknowledges that failure to abide is a default under this Lease which will result in any or all of the following: fines; warnings; meetings with the Landlord; University judicial or administrative proceedings,

assignment of community service work hours; removal from student housing; denial of future housing; collections referral and agreement to pay the full cost of same; and/or legal (criminal and/or civil) action as appropriate, including the agreement to pay all associated costs and attorney's fees of such action.

19. **Liability** Landlord shall not be liable for any personal injury to any Tenant or his/her guests, or any damage or loss to Tenant's property or the property of Tenant's guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity irrespective of the cause. All personal property placed or kept in the Apartment Unit and Premises, or in any storage room or space or anywhere on the adjacent Property of the Landlord, shall be at Tenant's sole risk and the Landlord shall not be liable for any damages to or loss of, such property. Landlord encourages Tenant to keep his/her doors locked at all times. Furthermore, Landlord shall not be liable for any injury, loss, damage or liability from any cause whatsoever to Tenant, or to any other person, or to his/her personal property, occurring in any portion of the Building or upon the grounds, including any elevators, stairways, hallways, or any other appurtenances used in connection therewith except to the extent such injury, loss, damage or liability arose from the omission, fault, negligence or other misconduct of Landlord or where such damage is occasioned by Landlord's failure to repair or maintain the Apartment Unit and Premises. No insurer may claim a right of Tenant's subrogation by reason of the invalidity of this provision.
20. **Counterparts** This Lease may be signed in any number of counterparts.
21. **Permission** By signing this Lease Tenant and/or Parent or Guardian or Guarantor grants permission to Landlord and its Agent to request and receive information from Towson University, disciplinary status (to confirm the student is eligible to live in University housing and to participate in the University student discipline system), payment history (to make sure the student does not owe any money to the University), year in school (student must be a second semester freshmen or higher to live in the building), enrollment status (student must be full time status or equivalent to live in the Building), data on use of his/her University ID card (to enable building access), eligibility for housing, financial aid eligibility/disbursement (Tenant may defer rent payment until financial aid is dispersed), and number of credit hours being taken in the current semester or registered for in a future semester (to verify status of Tenant). This permission for sharing of information with Towson University shall only apply during the residency period outlined earlier in this Lease. Tenant also allows Landlord/Agent to inform the University of any tenant who is in arrears for rent or other fees owed to the Landlord/Agent. Furthermore the Tenant and Parent or Guardian grants permission for Owner or its Agent to contact at any time the Parent or Guardian or Guarantor regarding any issue related to the Tenant's residency in Millennium Hall.
22. **Smoke Detector** Tenant acknowledges that the following will be provided: one (1) smoke detector in each bedroom and two (2) smoke detectors in the living room, in good working condition and properly installed. In addition, Tenant agrees to immediately notify Agent in the event that the smoke detector equipment becomes or appears to become damaged, lost stolen, or otherwise inoperable. Tenant further understands that the willful damage, tampering, theft, or destruction of any smoke detector or other life safety system endangers the safety of Tenant and others in case of emergency. Tenant agrees that Landlord may charge for the replacement of batteries, and damaged or missing smoke detectors, and that such charges may be collected as additional rent. Such charges, as assessed, will be due and payable within thirty (30) days of invoicing by Agent.
23. **Photograph Release** Tenant gives permission to Landlord and its Agents, to use, without liability or remuneration, any photograph or photographic image taken of Tenant while participating in Landlord sponsored events, or while Tenant is in the common areas, public spaces, grounds, Buildings, or offices of Millennium Hall. The use of Tenant's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.
24. **Package Release** Tenant authorizes Landlord and its Agents to accept packages, parcels, and deliveries on behalf of Tenant. Tenant hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable

packages, parcels, and deliveries may not be stored in a climate-controlled environment. Tenant agrees to hold Landlord and its Agents free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such packages, parcels or deliveries are not claimed with seven (7) days, they will either be returned to the sender or discarded as Landlord deems appropriate.

25. **Warranty of Habitability** Landlord hereby warrants that at all times during the tenancy it will comply with all applicable provisions of any Federal, State, County or municipal statute, code, regulation or ordinance governing the maintenance, construction, use, or appearance of the Premises and the property of which it is a part. Landlord covenants that the Premises and all common areas will be delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws.
26. **Attorney's Fees** Tenant agrees to pay all costs of filing suit, all warrant fees, all services costs, reasonable attorney's fees, and any other costs or fees allowed by law as may be awarded by the court in any action to enforce Tenant's obligations under the Lease.
27. **Tenant's Maintenance Obligations** Tenant shall comply with all obligations imposed upon him/her by the Lease and by applicable provisions of all State, County and municipal statutes, codes, regulations and ordinances, and in particular will:
- Keep that part of the Apartment Unit that the Tenant occupies and uses clean and sanitary.
  - Dispose from the Premises and Apartment Unit all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner.
  - Keep all plumbing fixtures as clean and sanitary as their condition permits.
  - Properly use and operate all electrical and plumbing fixtures.
  - Prevent any person in the Premises or Apartment Unit with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or Premises, Apartment Unit, Building or the facilities, equipment, or appurtenances thereto, nor him/herself do any such thing.
  - Comply with all legal covenants and rules the Landlord can demonstrate are reasonably necessary for the preservation of the property and person of the Landlord, other tenants, or any other person.
  - Refrain from interfering with the rights of other tenants to peacefully enjoy the use and occupancy of the Building and Apartment Unit.
  - Provide Landlord with a copy of all keys necessary to gain access to the Premises and Apartment Unit if locks have been added, altered, or changed by the Tenant from the start date of the Lease.
  - Strictly comply with the Guide to Community Living concerning maintenance requests.
28. **Non-Retaliation** Landlord shall not evict Tenant or arbitrarily increase the rent or decrease the services to which the Tenant has been entitled for any of the following reasons: (a) solely because Tenant or Tenant's agent has filed a good faith written complaint, or complaints, with Landlord or with any public agency or agencies against Landlord; (b) solely because Tenant or Tenant's agent has filed a lawsuit, or lawsuits, against Landlord; or (c) solely because Tenant is a member or organizer of any tenants' organization. The relief provided under this section is conditioned upon the court having not entered against Tenant more than three (3) judgments of possession for rent due and unpaid in the twelve (12) month period immediately prior to the initiation of the action by Tenant or by Landlord. No eviction shall be deemed to be a "retaliatory eviction" for purposes of the section upon the expiration of a period of six (6) months following the determination of the merits of the initial case by a court. Nothing in this section may be interpreted to alter Landlord's or Tenant's rights to terminate or not renew a tenancy governed by a written lease for a stated term of greater than one (1) month at the expiration of the term or at any other time as the parties may specifically agree.
29. **Rent Escrow** Landlord hereby acknowledges rent escrow as a lawful Tenant remedy in the event of serious, substantial and dangerous defects or conditions existing within or as part of the Premises, or upon the property used in common of which the Premises forms a part, which threaten the life, health and safety of the occupants of the Premises. In order to employ the remedies provided by this section, Landlord must be given a reasonable time after receipt of notice in which to make the repairs or correct

the conditions. Notice shall be given by: (1) a written communication sent by certified mail listing the asserted conditions or defects; (2) actual notice of the defects or conditions; or (3) a written violation, condemnation, or other notice from an appropriate State, County, or municipal government agency stating the asserted conditions or defects.

30. **Subordination** This Lease is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed of trust, now or hereafter covering the Premises, Apartment Unit or Building in which the Premises is located, and to all renewals, modifications, consolidations, replacements, and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination. Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that Tenant fails to do so within fifteen (15) days from the date of receipt of written request therefore from Landlord or the lender(s), Landlord shall have the right and is hereby authorized to execute on behalf of Tenant any such document(s). Tenant agrees to attorney to any subsequent owner of the Property.
31. **NTC / Shentel** Tenant hereby consents and gives Landlord permission to disclose any contact information Tenant provides to Landlord, including Tenant's name, addresses, telephone numbers, electronic mail address, and lease agreement terms, to NTC/Shentel Communications, L.L.C., and its affiliates ("NTC"), the provider of network access, cable television and telephone services for the Premises. Any information disclosed to NTC/Shentel is solely for the use of NTC/Shentel and its business partners for the purpose of providing services to Tenant. Tenant also grants to NTC/Shentel, or its agents, express authorization to contact Tenant at the telephone numbers provided in this Lease to market the services of NTC/Shentel to Tenant.
32. **General Lease Provisions.**
- a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors, and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.
  - b. Tenant acknowledges that the statements and representations made in the application for said Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord to the same relief as a breach of any other covenant or condition contained herein.
  - c. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Tenant acknowledges that a copy of this Lease was delivered to Tenant at the time the Lease was fully executed.
  - d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state, county or municipality where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular part, term or provision held to be invalid.
  - e. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.
  - f. Tenant acknowledges that, if requested, Tenant did receive, prior to signing, a copy of the proposed Lease form in writing, complete in every material detail, except for the date, the name, and address of the Tenant, the designation of the Premises, and the rental rate, without requiring execution of the Lease or any prior deposit.
  - g. Landlord will only accept cash payments from Tenant to avoid eviction. Landlord shall provide Tenant with a written receipt for all cash payments paid by Tenant to Landlord for Security Deposit, Rent or otherwise.

**TENANT**

**LANDLORD (or its agent)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TENANT'S PARENT/LEGAL GUARDIAN (if Tenant is under 18 years of age)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

# RENT COLLECTION POLICY

The following Rent Collection Policy is incorporated by reference and made a part to the Lease between Landlord and Tenant.

1. All rental payments are due by August 18, 2006 and January 23, 2007 in the amounts of \$3,567 (per semester), payable by cash, cashier's / certified / personal check, money order or credit card (VISA or M/C only). Electronic funds transfer payments cannot be accepted. No bills, invoices or statements will be sent – the Lease serves as notification of payment due dates.
2. Rental payments shall be made payable to "Capstone Properties" and either mailed to Millennium Hall, 8000 York Road, Box 6115, Towson, Maryland 21252, in time to be received by the published due dates or paid in the Main Office, Monday through Friday, 9 AM to 5 PM.
3. Rent must be paid in full. No partial, incomplete or post dated checks will be accepted. Post dated checks, incomplete checks or checks not made payable to Capstone Properties will be mailed back to the address of record for Tenant. Please write Tenant's full name and the apartment / bedroom in the memo section of the check.
4. There will be a five percent (5%) late fee charged to Tenant's rental account if rent is paid AFTER the third (3<sup>rd</sup>) business day after the Rent Due Date. Late charges are considered to be and collectable as additional rent.
5. If rent is not paid in full by the Lease due dates, legal action may be taken to collect same and/or to recover possession of the Premises. The cost for all such actions will be charged to Tenant's account. Personal checks will not be accepted for payment once legal action has been filed. In such event, the balance must be paid by cashier's check, certified check, credit card, or money order.
6. Checks will only be submitted to the issuing bank once for payment. If Tenant's bank returns a check for non-sufficient funds (NSF), Tenant is required to repay the amount of the check and all additional charges immediately upon notification. All returned checks are charged a twenty-five dollar (\$25) returned check fee, in addition to the five percent (5%) late charge if repayment is not received within ten day [10] days following notification of the insufficient payment. After two (2) NSF checks, Landlord will no longer accept personal checks from Tenant; only cashier's checks, certified checks, credit card, or money orders will be accepted.
7. Any rent not paid when due will be reasonable grounds for termination and/or non-renewal of the Lease.

\_\_\_\_\_  
Tenant Printed Name

\_\_\_\_\_  
Tenant Signature

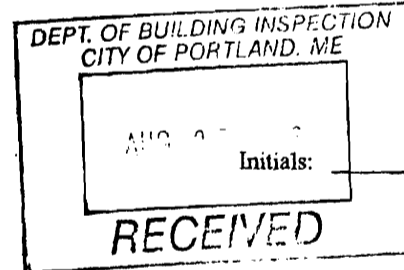
\_\_\_\_\_  
Apartment                      Bedroom

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parental Guarantor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parental Guarantor Signature





# 2006-2007 Millennium Hall Application

Applicant \_\_\_\_\_  Male  Female  
 SSN \_\_\_\_\_ Student ID Number \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 Phone Number Home \_\_\_\_\_ Cell \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Email \_\_\_\_\_

### Parent / Guardian Information

Name \_\_\_\_\_ Relationship To Applicant \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 Phone Number Home \_\_\_\_\_ Cell \_\_\_\_\_  
 Employer \_\_\_\_\_ Phone \_\_\_\_\_

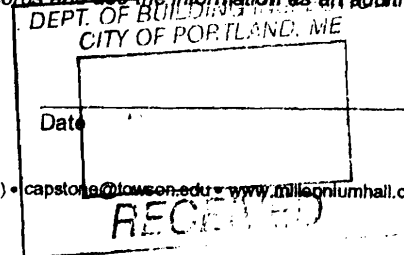
### Emergency Notification

In case of emergency, notify \_\_\_\_\_ Phone \_\_\_\_\_  
 Nearest relative not living with you \_\_\_\_\_ Phone \_\_\_\_\_

- This Application is for a space within Millennium Hall and does not guarantee a specific apartment or bedroom. To secure a place in Millennium Hall, applicants are required to complete all leasing paperwork and submit a \$200 reservation fee at the time of application or lease signing.
- A \$100 cancellation fee will be assessed unless cancellation is due to withdrawal from Towson University (documentation will be required). Residents are financially responsible for the Lease unless the cancellation request has been approved.
- Millennium Hall is a smoke-free community. Violators will be subject to action that could result in the termination of the Lease.
- Because Millennium Hall has 180 parking spaces for 420 residents, parking is not guaranteed. To be added to the Waiting List, please email your request to [capstone@towson.edu](mailto:capstone@towson.edu). You will be notified when a permit becomes available. If a permit is not available, residents who will have a car on campus must purchase a Towson Run Area Permit through Parking Services to park close to the building. The Towson Run Apartments are located behind Millennium Hall.

*I have read and agree to all provisions of this Application. I have read and fully understand the terms and conditions set forth in this Application. I understand that this application is a part of my Lease agreement, especially those areas regarding fees. I hereby authorize Millennium Hall and/or Capstone Properties to make any necessary investigation as to the information contained in this Application. I understand that this may include, but not be limited to, a credit report, verification of employment, past rental history, student conduct, and criminal history. I, therefore, consent to this investigation, and certify that all stated facts are true, and it is understood that any misrepresentation or omission may be cause for Millennium Hall and/or Capstone Properties to reject this application and/or terminate the Lease. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of this report. I authorize Millennium Hall and/or Capstone Properties to examine my criminal records and use the information as an additional basis to determine whether this Application shall be approved or denied.*

Applicant Signature \_\_\_\_\_



8000 York Road, Suite 6115 • Towson, MD 21252 • 443-275-4050 (phone) • 443-275-4001 (fax) • [capstone@towson.edu](mailto:capstone@towson.edu) • [www.millenniumhall.com](http://www.millenniumhall.com)

**From:** Marge Schmuckal  
**To:** Rick Knowland  
**Date:** 9/5/2006 4:42:00 PM  
**Subject:** Re: student housing

Rick,

I see some problems. What this lease is renting out is a specific bedroom. Rates are based upon that specific bedroom. #2 states: "Use and Occupancy: It is understood that Tenant shall have exclusive use and occupancy of the one bedroom in the Apartment Unit." It appears that this is a rooming unit that is leased out separately.

Marge

>>> Rick Knowland 9/5/2006 2:48:56 PM >>>

At tomorrow's staff meeting we will be discussing the student housing project. Are you comfortable with the latest info submitted by the applicant regarding this use as a multi-family development? On sept 12 we have a planning board workshop on this item. Thanks.

**CC:** Penny Littell

"Guide to Community Living"?



**From:** Marge Schmuckal  
**To:** RICK KNOWLAND  
**Date:** 9/7/2006 4:43:24 PM  
**Subject:** 120 Marginal Way - Bayside Village

Rick,

This memo is in regards to the use of the proposed Bayside Village. I have reviewed the sample leases received from Ed Marsh on August 25, 2006. A review of the leases clearly shows that the bedrooms are to be leased out individually with separate and distinct individual leases and rights. Rents are collected separately from each bedroom tenant.

The use of the Bayside Village would fall under the definition for "Lodging House" within the City's Land Use Zoning Ordinance. Lodging houses are a listed, permitted use under section 14-295(b)3 of the B-7 Zone in which this property is located.

Marge Schmuckal  
Zoning Administrator

**From:** Marge Schmuckal  
**To:** RICK KNOWLAND  
**Date:** 10/4/2006 11:36:25 AM  
**Subject:** 120 Marginal Way - Southern Maine Housing, LLC -#2006-0125

Rick,

I checked my files concerning a previous memo regarding zoning compliance for this application. I know we sat down on 7/26/06 and went over all the B-7 requirements. But apparently I did not put something in writing to you.

This project is located within the B-7 Zone. This project requires a conditional use appeal to the Planning Board for the the parking garage. All parking requirements are to be determined by the PB per the Zoning Ordinance.

All other B-7 Zoning requirements have be met. It has previously been determined that the use is a lodging house with rooming units based on the submitted sample lease (see memo dated 9/7/06).

Marge Schmuckal  
Zoning Administrator

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

2006-0125  
Application I. D. Number

**Southern Maine Student Housing, LLC.**  
Applicant  
**247 Commercial Street, Rockport, ME 04856**  
Applicant's Mailing Address

**7/11/2006**  
Application Date

**Bayside Village - Student Housing Co**  
Project Name/Description

Consultant/Agent  
**Applicant Ph: (207) 236-4067 Applicant Fax: (207) 236-6307**  
Applicant or Agent Daytime Telephone, Fax

**120 - 120 Marginal Way, Portland, Maine**  
Address of Proposed Site  
**442 A001001**  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Apt 0  Condo 0  Other (specify)

Proposed Building square Feet or # of Units    Acreage of Site    Proposed Total Disturbed Area of the Site    **B7**  
Zoning

**Check Review Required:**

Site Plan (major/minor)    Zoning Conditional - PB     Subdivision # of lots **101**    Design Review  
 Amendment to Plan - Board Review    Zoning Conditional - ZBA     Shoreland    Historic Preservation    DEP Local Certification  
 Amendment to Plan - Staff Review     Zoning Variance     Flood Hazard    Site Location  
 After the Fact - Major     Stormwater     Traffic Movement    Other  
 After the Fact - Minor     PAD Review     14-403 Streets Review

Fees Paid:    Site Plan    **\$7,025.00**    Subdivision    Engineer Review    **\$11,471.05**    Date **12/19/2007**

**Zoning Approval Status:**

Reviewer **Marge Schmuckal**

Approved     **Approved w/Conditions**     Denied  
See Attached

Approval Date **10/4/2006**    Approval Expiration **10/4/2007**    Extension to     Additional Sheets Attached  
 Condition Compliance    **Marge Schmuckal** signature    **1/10/2008** date

Performance Guarantee     **Required\***     Not Required

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

|  |                          |  |                                     |
|--|--------------------------|--|-------------------------------------|
| <input checked="" type="checkbox"/> Performance Guarantee Accepted     | <b>8/3/2007</b><br>date  | <b>\$504,146.00</b><br>amount                      | <b>8/15/2008</b><br>expiration date |
| <input checked="" type="checkbox"/> Inspection Fee Paid                | <b>8/3/2007</b><br>date  | <b>\$10,082.92</b><br>amount                       |                                     |
| <input checked="" type="checkbox"/> Building Permit Issue              | <b>9/16/2008</b><br>date |  |                                     |
| <input checked="" type="checkbox"/> Performance Guarantee Reduced      | <b>6/23/2008</b><br>date | <b>\$423,024.00</b><br>remaining balance           | <b>Philip DiPierro</b><br>signature |
| <input checked="" type="checkbox"/> Temporary Certificate of Occupancy | <b>8/22/2008</b><br>date | <input type="checkbox"/> Conditions (See Attached) | <b>9/30/2008</b><br>expiration date |
| <input checked="" type="checkbox"/> Final Inspection                   | <b>9/30/2008</b><br>date | <b>Philip DiPierro</b><br>signature                |                                     |
| <input checked="" type="checkbox"/> Certificate Of Occupancy           | <b>9/30/2008</b><br>date |  |                                     |
| <input type="checkbox"/> Performance Guarantee Released                | date                     | signature  |                                     |
| <input type="checkbox"/> Defect Guarantee Submitted                    | submitted date           | amount   | expiration date                     |
| <input type="checkbox"/> Defect Guarantee Released                     | date                     | signature  |                                     |

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number 1 of 1  
 Parcel ID 053 E014001  
 Location 29 CRESCENT ST  
 Land Use FIVE TO TEN FAMILY  
 Owner Address MAINE MEDICAL CENTER  
 22 BRAMHALL ST  
 PORTLAND ME 04102  
 Book/Page 22762/045  
 Legal 53-E-14-15  
 CRESCENT ST 27-29  
 4134 SF

*Work 4 UN  
 10-15-08*

Current Assessed Valuation

Land \$66,300 Building \$283,500 Total \$349,800

Building Information

| Bldg # | Year Built | # Units | Bldg Sq. Ft. | Identical Units |
|--------|------------|---------|--------------|-----------------|
| 1      | 1910       | 7       | 0            | 1               |

| Total Acres | Total Buildings | Sq. Ft. | Structure Type     | Building Name |
|-------------|-----------------|---------|--------------------|---------------|
| 0.095       | 0               |         | APARTMENT - GARDEN |               |

Exterior/Interior Information

| Section | Levels | Size | Use          |
|---------|--------|------|--------------|
| 1       | B1/B1  | 1448 | SUPPORT AREA |
| 1       | B1/B1  | 208  | APARTMENT    |
| 1       | 01/01  | 1716 | APARTMENT    |
| 1       | 02/02  | 1656 | APARTMENT    |
| 1       | 03/03  | 598  | APARTMENT    |
| 1       | 04/04  | 745  | APARTMENT    |

| Height | Walls | Heating  | A/C  |
|--------|-------|----------|------|
| 8      |       | NONE     | NONE |
| 8      |       | HW/STEAM | NONE |
| 9      | FRAME | HW/STEAM | NONE |
| 9      | FRAME | HW/STEAM | NONE |
| 9      | FRAME | HW/STEAM | NONE |
| 8      | FRAME | HW/STEAM | NONE |
|        |       | NONE     | NONE |
|        |       | NONE     | NONE |

Building Other Features

| Line | Structure Type  | Identical Units |
|------|-----------------|-----------------|
| 2    | PORCH - COVERED | 1               |

Yard Improvements

| Year Built | Structure Type | Length or Sq. Ft. | # Units |
|------------|----------------|-------------------|---------|
|------------|----------------|-------------------|---------|



# APPLICATION FOR PERMIT

Class of Building or Type of Structure Third Class

Portland, Maine, Exp. Oct. 1, 1957

PERMIT NUMBER  
0177  
OCT 28 1957  
CITY OF PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect ~~alter-repair-demolish~~ install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 29 Crescent St. (27) Within Fire Limits? yes Dist. No. 3  
 Owner's name and address Charles H Doughty, 29 Crescent St. Telephone 4-5905  
 Lessee's name and address \_\_\_\_\_ Telephone \_\_\_\_\_  
 Contractor's name and address owner and Megquier & Jones, 33 Pearl St. Telephone \_\_\_\_\_  
 Architect \_\_\_\_\_ Specifications \_\_\_\_\_ Plans yes No. of sheets 2  
 Proposed use of building Apartment House No. families 4  
 Last use \_\_\_\_\_ " " \_\_\_\_\_ No. families \_\_\_\_\_  
 Material frame No. stories 2 1/2 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
 Other building on same lot \_\_\_\_\_  
 Estimated cost \$ 250.00 Fee \$ 2.00

### General Description of New Work

To erect wooden fire escape from second story to first floor, swinging ladder (iron) goes from first floor to ground. as per plans.

*See note on back of inspection copy.*

Permit Issued with Letter

Appeal sustained 10/18/57 Sent to Fire Dept. 10/1/57  
Rec'd from Fire Dept. 10/3/57

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. **PERMIT TO BE ISSUED TO** owner

### Details of New Work

Is any plumbing involved in this work? \_\_\_\_\_ Is any electrical work involved in this work? \_\_\_\_\_  
 Is connection to be made to public sewer? \_\_\_\_\_ If not, what is proposed for sewage? \_\_\_\_\_  
 Has septic tank notice been sent? \_\_\_\_\_ Form notice sent? \_\_\_\_\_  
 Height average grade to top of plate \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_  
 Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
 Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_  
 Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Kind of roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
 No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_ Kind of heat \_\_\_\_\_ fuel \_\_\_\_\_  
 Framing Lumber—Kind \_\_\_\_\_ Dressed or full size? \_\_\_\_\_ Corner posts \_\_\_\_\_ Sills \_\_\_\_\_  
 Size Girder \_\_\_\_\_ Columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
 Kind and thickness of outside sheathing of exterior walls? \_\_\_\_\_  
 Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.  
 Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
 On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
 Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
 If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

### If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_ number commercial cars to be accommodated \_\_\_\_\_  
 Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

APPROVED:

*Carl P. Johnson*

### Miscellaneous

Will work require disturbing of any tree on a public street? no  
 Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes  
 Charles H Doughty

Elizabeth/Anne Moses

Crescent St

**From:** Alex Jaegerman  
**To:** Joe Gray ; Penny Littell  
**Date:** 4/11/2008 8:54:46 AM  
**Subject:** Fwd: Maine Medical Center Property Divestiture

Joe, Penny:

Marge and I met with Peter Bass and Richard Berman last week. They want to remove the existing buildings on Crescent Street and construct a rooming house for medical students, a dormitory like use. It appears to be OK for zoning. I asked them to leave a plan, but it was preliminary and they chose not to. We need to confirm that it works with the conditional rezone. Penny, you recall that we wrote them a letter about a year ago answering a bunch of conditional rezone questions, that I believe touched on this issue. They are interested in acquiring the city lot that goes from Crescent to Congress, where the passage way was considered, but not required.

The building will be owned and operated by a subsidiary of the Developers Collaborative, but residents would be MMC med students, related to their work with Tufts Medical school. Bass and Berman were suggesting that MMC sell them the two Western Prom houses currently used for med student housing, and those be redeveloped into condo's. That is not part of the current proposal, however.

Then there is the political side.... there might be neighborhood backlash. I think this could get messy. When I get a plan, I can give Dave Marshall a copy.

Alex.

>>> "Michael Ryan" <RYANM@mmc.org> 4/10/2008 6:25:39 PM >>>

I would like to set up an appointment with you and whomever else needs to be involved from your end, along with Richard Berman and a couple of members of the MMC team, to report on the status of development of our plans for property divestiture in compliance with the terms of the contract zone agreement between MMC and the City of Portland. We are meeting weekly with Richard and his team on the development plan, and are making good progress, but feel we are at an appropriate point to retest the approach we are taking and to seek reassurance that the approach continues to meet the city's requirements.

I understand that Hank Dunn is also trying to set up a time with you to to run through a "pre-C- of -O" checklist. To be clear, my request is for a separate meeting, one that I would like schedule sooner rather than later to allow the Berman work to proceed.

Please give me a call (662-2724) or email ([ryanm@mmc.org](mailto:ryanm@mmc.org)) at your convenience to discuss. Thanks.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the use of the intended recipient(s) only and may contain information that is privileged, confidential, and prohibited from unauthorized disclosure under applicable law. If you are not the intended recipient of this message, any dissemination, distribution, or copying of this message is strictly prohibited. If you received this message in error, please notify the sender by reply email and destroy all copies of the original message and attachments.

**CC:** Barbara Barhydt, Marge Schmuckal

→ H(6)C

Must meet plan  
Comprehensive plan -

IN writing how it meets

**From:** Marge Schmuckal  
**To:** ALEX JAEGERMAN; Barbara Barhydt ; PENNY LITTELL; T. J. Martzial  
**Date:** 4/18/2008 10:38:25 AM  
**Subject:** Crescent Street Properties

The issue concerning a lodging house vs dormitory may be a mute point. I just met with Mark Wilcox of Winton Scott Arch. Under the NFPA 101 Code, a lodging house with more than 16 residents is classified as a dormitory/hotel and has much higher fire coding requirements. Mark Wilcox is now being asked to look at dwelling units or perhaps a combination thereof.

Nothing has been submitted. All we went over was definitions of stories, height and setbacks. I approved nothing. We will see what gets submitted in the future.

Marge

---

**From:** T. J. Martzial  
**To:** Jaegerman , Alex; Littell , Penny; Schmuckal, Marge  
**Date:** 4/14/2008 1:02:29 PM  
**Subject:** Re: Developers Collaborative & MMC Housing

I haven't heard back from Penny, but she & spoke about this for a few minutes on Friday. While the 3 of  
can get together at 2:30 today let's do it?

>>> Marge Schmuckal 04/14 9:54 AM >>>  
I can also do today at 2:30  
Marge

>>> T. J. Martzial 4/14/2008 9:03:01 AM >>>

Can we try to get together sometime this week to look at this?

4/14 Today after 2:30 open  
4/15 Tomorrow all open until 1:00  
4/16 Wed. I'm out all day  
4/17 Thu. 8:00 - 11:00  
4/18 Fri. 8:00 - 2:30

met on 4/14/08

RE: Also Forest St (ind-in  
Alan - Marge Tj & Penny



4/2/08

Boundary, 15 Lodging

**SIMONDS PROPERTIES**

me me sheets only

Alex Kevin Richard Bernam

Random 1507 Peter Bass

| OWNER                    | ADDRESS                                       | C-B-L                   | LEGAL USE        | FOUND USE              |
|--------------------------|---|-------------------------|------------------|------------------------|
| Gordon D. Simonds Truste | 25 Crescent St. (3,013 sq. ft)                | 53-E-5 R-6 req.         | 8 D.U.           | 9 R.U. 16? RU          |
| R. G. Simonds Trust      | 15 Crescent St. (4,275 s.f.)                  | 53-F-6 R-6 req.         | 1 D.U. & 5 R.U.  | 11 R.U. 12? RU         |
| Ruth G. Simonds          | 37 Crescent St. cor. Congress (6,456 s.f.)    | 53-E-1, 10, 13 R-6 req. | 5 D.U.           | 10 R.U. 12? RU         |
| Ruth G. Simonds          | 52 Bramhall St. cor. Russell St. (3,950 s.f.) | 54-D-3 R-6              | 3 D.U.           | 10 R.U.                |
| Ruth G. Simonds          | 48 Bramhall St. cor. Russell St. (3,990 s.f.) | 54-D-4 R-6              | 3 D.U.           | 10 R.U. ok recent fire |
| Ruth G. Simonds          | 59 Pine St. cor. Blythe Ct. (3,482 s.f.)      | 55-B-35 R-6             | 12 R.U.          | 12 R. U.               |
| Ruth G. Simonds          | 104 West St cor. Chadwick (12,500 s.f.)       | 63-E-2 R-4              | 2 D.U.           | 1 DU 6 RU              |
| R.G. Simonds Trust       | 33 Crescent St. cor Congress St (4,532 s.f.)  | 53-E-2 R-6 req.         | 2 D.U. & 2 R. U. | 7 R.U. 8 RU            |

D.U. = Dwelling Units

R.U. = Rooming Units

I stated that I needed a statement explaining who could rent / How it would be marketed

129 Crescent

11

Phase I

51 RU  
35 stories  
35-15

Phase I

15 RU

**From:** Peter Bass-Random Orbit Inc-Developers Collaborative <pbass@maine.rr.com>  
**To:** "T. J. Martzial" <tjm@portlandmaine.gov>  
**Date:** 4/15/2008 11:51:13 AM  
**Subject:** Maine Med Housing Replacement

TJ,

Without really answering any specific questions your email gives us enough information and insight to know that we really need to decouple the two projects when delving into the housing replacement ordinance. We don't want to open the can of worms that will complicate our Crescent St. lodging house plans. Since our important initial question is answered we will hold off on the specifics of the Crescent St. housing replacement issues. On its own, it looks to us relatively straightforward.

As you know, we have done a market analysis and Maine Med needs analysis which among other things, shows a doubling in demand for student housing prompted by the new partnership with Tufts. We have also begun our community process by presenting our smart growth ideas to key community players. We have gotten an extremely positive and encouraging response so far and are preparing to present to the greater community. We will certainly continue to keep in touch with you as we make our way through the process. Thanks for your time and effort.

Peter Bass  
Developers Collaborative  
772-6005

**CC:** Alex Jaegerman <AQJ@portlandmaine.gov>, Penny Littell <PL@portlandmaine.gov>, <mes@portlandmaine.gov>, Richard Berman <rberm@midmaine.com>, Kevin Bunker <bunker.kevin@gmail.com>

---

Inspection Services  
Samuel P. Hoffses  
Chief



Planning and Urban Development  
Joseph E. Gray Jr.  
Director

CITY OF PORTLAND

*PLEASE NOTE ATTACHED  
STATEMENT  
TCU*

September 30, 1992

Robert Munson  
1414 Westbrook St  
Portland, ME 04102

Re: 29-31 Crescent St  
CBL: 053-E-015  
DU: 6

Dear Mr. Munson,

You are hereby notified, as owner or agent, that an inspection was made of the above referred property. Violations of Article V of the Municipal Ordinance (Housing Code) were found as described in detail on the attached "Housing Inspections Report".

In accordance with the provisions of the above mentioned Code, you are hereby ordered to correct those defects on or before November 30, 1992. If you are unable to make such repairs within the specified time, you may contact this office to arrange a satisfactory repair schedule. If we do not hear from you within 10 days from this date, we will assume the repairs to be in progress and, on re-inspection within the time set forth above, will anticipate that the premises have been brought into compliance with the Housing Code Standards.

Please Note: You should consult this department to insure that any corrective action you should undertake complies with the building, plumbing, electrical, zoning and other Article of the City Code.

Please contact this office if you have any questions regarding this order.

Your cooperation will aid this department in it's goal to maintain decent, safe, and sanitary housing for all of Portland's residents.

Sincerely,

*Kalowe*  
Kathleen Lowe  
Code Enforcement Officer

*[Signature]*  
P. Samuel Hoffses  
Chief of Inspection Services

**Tenant Lists for Crescent Street**

**35-37 Crescent Street - Ruth G. Simonds (owner) cbl 053-E-001**

Bsmnt - Michael Cole  
1st floor - Brian Staplins  
1st Flr right rear - Anothony Almar  
1st flr - Mulcahy  
2nd flr - Moores  
2nd flr - Ayon  
2nd flr - Butler  
3rd flr - Foley

**31 - 33 Crescent Street - Ruth G. Simonds Trust (owner) cbl 053 - E - 002**

Bsmnt - Richardson  
Bsmnt - Lechment  
Bsmnt - Thomas Lynn  
1st flr rear - James Powers  
2nd flr - Rick Melinger  
2nd flr - Colette Landry  
3rd flr - Woodley  
3rd flr - Shea  
3rd flr - Adams

**27 - 29 Crescent Street - Robert & Marie Munson (owner) cbl 053 - E - 14/ 15**

**29 Side**

Bsmnt - Patrick Bonsant  
Apt 1 - Paul Matchett  
Apt 2 - Allison Faunce  
Apt 3 - Don Marquis  
Apt 4 - Nancy Anderson

**31 Side**

Bsmnt - Donald Towle  
Apt 1 - Michelle Roy  
Apt 2 - Ron Buzzell  
Apt 3 Jim McCarthy



RECORD OF BUILDINGS

GRADE DENOTES QUALITY OF CONSTRUCTION: A-EXCELLENT; B-GOOD; C-AVERAGE; D-CHEAP; E-VERY CHEAP

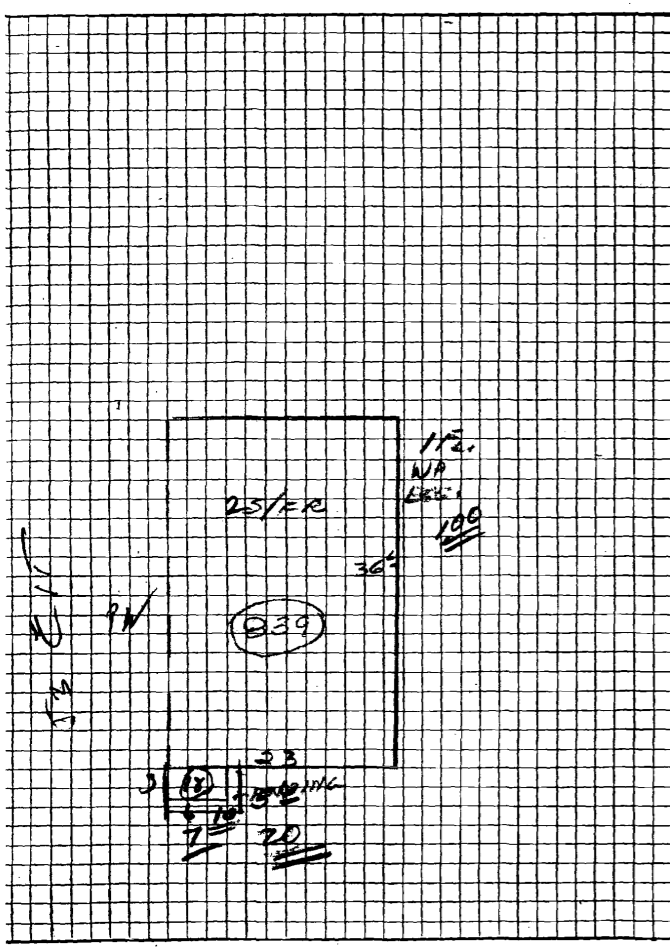
12/10 YEAR 1957 ESC.

YEAR 19

| FOUNDATION          |                                     | FLOOR CONST.        |                                     | PLUMBING             |                                     |
|---------------------|-------------------------------------|---------------------|-------------------------------------|----------------------|-------------------------------------|
| CONCRETE            |                                     | WOOD JOIST          | <input checked="" type="checkbox"/> | BATHROOM             | 2 ✓                                 |
| CONCRETE BLOCK      |                                     | STEEL JOIST         |                                     | TOILET ROOM          | ✓                                   |
| BRICK OR STONE      | <input checked="" type="checkbox"/> | MILL TYPE           |                                     | WATER CLOSET         |                                     |
| PIERS               |                                     | REIN. CONCRETE      |                                     | LAVATORY             |                                     |
| CELLAR AREA FULL    | <input checked="" type="checkbox"/> | FLOOR FINISH        |                                     | KITCHEN SINK         | 3 ✓                                 |
| 1/4 1/2 3/4         |                                     | B 1 2 3             |                                     | STD. WAT. HEAT       |                                     |
| NO. CELLAR          |                                     | CEMENT              | <input checked="" type="checkbox"/> | AUTO. WAT. HEAT      | <input checked="" type="checkbox"/> |
| EXTERIOR WALLS      |                                     | EARTH               |                                     | ELECT. WAT. SYST.    |                                     |
| CLAPBOARDS          | <input checked="" type="checkbox"/> | PINE                | <input checked="" type="checkbox"/> | LAUNDRY TUBS         |                                     |
| WIDE SIDING         |                                     | HARDWOOD            |                                     | NO PLUMBING          |                                     |
| DROP SIDING         |                                     | TERRAZZO            |                                     | TILING               |                                     |
| NO SHEATHING        |                                     | TILE                |                                     | BATH FL. & WCOT.     |                                     |
| WOOD SHINGLES       |                                     |                     |                                     | TOILET FL. & WCOT.   |                                     |
| ASBES. SHINGLES     |                                     |                     |                                     | LIGHTING             |                                     |
| STUCCO ON FRAME     |                                     | ATTIC FLR. & STAIRS | <input checked="" type="checkbox"/> | ELECTRIC             | <input checked="" type="checkbox"/> |
| STUCCO ON TILE      |                                     | INTERIOR FINISH     |                                     | NO LIGHTING          |                                     |
| BRICK VENEER        |                                     | B 1 2 3             |                                     | NO. OF ROOMS         |                                     |
| BRICK ON TILE       |                                     | PINE                | <input checked="" type="checkbox"/> | BSMT. 2              | 2ND 4                               |
| SOLID BRICK         |                                     | HARDWOOD            |                                     | 1ST 3                | 3RD                                 |
| STONE VENEER        |                                     | PLASTER             | <input checked="" type="checkbox"/> | OCCUPANCY            |                                     |
| CONC. OR CIND. B.L. |                                     | UNFINISHED          | <input checked="" type="checkbox"/> | SINGLE FAMILY        |                                     |
|                     |                                     | METAL CLG.          |                                     | TWO FAMILY           |                                     |
| TERRA COTTA         |                                     |                     |                                     | APARTMENT            | 3 ✓                                 |
| VITROLITE           |                                     | RECREAT. ROOM       |                                     | STORE                |                                     |
| PLATE GLASS         |                                     | FINISHED ATTIC      | 50% ✓                               | THEATRE              |                                     |
| INSULATION          |                                     | FIREPLACE           |                                     | HOTEL                |                                     |
| WEATHERSTRIP        |                                     | HEATING             |                                     | OFFICES              |                                     |
| ROOFING             |                                     | PIPELESS FURNACE    |                                     | WAREHOUSE            |                                     |
| ASPH. SHINGLES      |                                     | HOT AIR FURNACE     |                                     | COMM. GARAGE         |                                     |
| WOOD SHINGLES       |                                     | FORCED AIR FURN.    |                                     | GAS STATION          |                                     |
| ASBES. SHINGLES     |                                     | STEAM               | <input checked="" type="checkbox"/> | ECONOMIC CLASS       |                                     |
| SLATE               | <input checked="" type="checkbox"/> | HOT WAT. OR VAPOR   |                                     | OVER BUILT           |                                     |
| METAL               |                                     | NO HEATING          |                                     | UNDER BUILT          |                                     |
| COMPOSITION         |                                     |                     |                                     | DT. 7/3/50           | AR. 100                             |
| ROLL ROOFING        |                                     | GAS BURNER          |                                     | LD. 7                | PD. 65                              |
| INSULATION          |                                     | OIL BURNER          | <input checked="" type="checkbox"/> | MS. 7                | CK. 51                              |
|                     |                                     | STOKER              |                                     | SUMMARY OF BUILDINGS |                                     |

RENT BSMT 30, N10 1/2 120-150-Remore x  
 " 1ST 40 " front plot & const. man. 56  
 " 2ND 40 OWNER 251 NC  
 No 1957-1706-250, Front woods  
 HEAT 500  
 Lights - 180  
 GAS 150  
 WATER - 60  
 Rubbish - 30  
 FURN - 320  
 1240

| COMPUTATIONS |      |      |  |
|--------------|------|------|--|
| UNIT         | 1951 | 1958 |  |
| 357 S. F.    | 4300 |      |  |
| S. F.        |      |      |  |
| ADDITIONS    | +10  | +120 |  |
| P.W.         | -190 |      |  |
| BASEMENT     | +160 |      |  |
| WALLS 44     | +250 |      |  |
| ROOF         | +110 |      |  |
| FLOORS       |      |      |  |
| ATTIC 1/2    | +220 |      |  |
| FINISH       |      |      |  |
| 2-15 BAY     | +110 |      |  |
| FIREPLACE    |      |      |  |
| HEATING      | +210 |      |  |
| PLUMBING     | +610 |      |  |
| TILING       |      |      |  |
| M.F.         | +490 |      |  |
| TOTAL        | 6840 | 6950 |  |
| FACT. 115    | 730  | +730 |  |
| REP. VAL.    | 7570 | 7680 |  |



| OCC'Y    | TYPE    | GR. | AGE | REMOD. | COND. | REP. VAL.         | P. D. | PHY. VAL. | F. D. | SOUND VAL. | TAX VAL. |
|----------|---------|-----|-----|--------|-------|-------------------|-------|-----------|-------|------------|----------|
| DWg      | A 25/ER | C   | 52  |        | G     | 7570              | 52    | 3990      |       | 3990       | 2245     |
|          | B       |     |     |        |       | 7570              | 50    | 3790      | 20B   | 3030       | 1825     |
|          | C       |     |     |        |       | 7680              | 50    | 3840      | 20C   | 3070       | 1850     |
|          | D       |     |     |        |       |                   |       |           |       |            |          |
|          | E       |     |     |        |       |                   |       |           |       |            |          |
|          | F       |     |     |        |       |                   |       |           |       |            |          |
|          | G       |     |     |        |       |                   |       |           |       |            |          |
| YEAR     | 1958    |     |     |        |       |                   |       |           |       |            |          |
| TAX VAL. | 1825    |     |     |        |       |                   |       |           |       |            |          |
| OLD VAL. | 3295    |     |     |        |       |                   |       |           |       |            |          |
| CHANGE   | -1470   |     |     |        |       |                   |       |           |       |            |          |
|          |         |     |     |        |       | 1951 TOTAL BLDGS. |       |           |       |            |          |
|          |         |     |     |        |       | 1957 1825         |       | 19        |       | 3740       |          |
|          |         |     |     |        |       |                   |       | 19        |       | 3775       |          |
|          |         |     |     |        |       |                   |       | 19        |       |            |          |

**REAL ESTATE ASSESSMENT RECORD - CITY OF PORTLAND, MAINE**

|   |                 |                    |                    |                |                 |               |            |           |                   |            |               |             |
|---|-----------------|--------------------|--------------------|----------------|-----------------|---------------|------------|-----------|-------------------|------------|---------------|-------------|
| CURR. DESC.   | LAND NOS.<br>29 | STREET<br>Crescent | BLDG. NO.          | CARD NO.<br>OF | DEVELOPMENT NO. | AREA          | DIST.<br>1 | ZONE      | CHART<br>53       | BLOCK<br>E | LOT<br>15     | CURR. DESC. |
| TAXPAYER ADDRESS AND DESCRIPTION<br>5178<br>ERAKLIS GEORGE & GEORGIA OR SURV<br>29 CRESCENT STREET<br>CITY                              |                 |                    | RECORD OF TAXPAYER |                |                 | YEAR          | BOOK       | PAGE      | PROPERTY FACTORS  |            |               |             |
| REAL ESTATE-PORTLAND ME ASSESSORS<br>PLANS ON FILE IN ASSESSORS OFFICE<br>CITY HALL PLAN 53-E-15 CRESCENT<br>STREET #29 AREA 2067 SQ FT |                 |                    |                    |                |                 |               |            |           | TOPOGRAPHY        |            | IMPROVEMENTS  |             |
|   |                 |                    |                    |                |                 |               |            |           | LEVEL             |            | WATER         |             |
|   |                 |                    |                    |                |                 |               |            |           | HIGH              |            | SEWER         |             |
|   |                 |                    |                    |                |                 |               |            |           | LOW               |            | GAS           |             |
|   |                 |                    |                    |                |                 |               |            |           | ROLLING           |            | ELECTRICITY   |             |
|   |                 |                    |                    |                |                 |               |            |           | SWAMPY            |            | ALL UTILITIES |             |
|   |                 |                    |                    |                |                 | STREET        |            |           | TREND OF DISTRICT |            |               |             |
|   |                 |                    |                    |                |                 | PAVED         |            | IMPROVING |                   |            |               |             |
|   |                 |                    |                    |                |                 | SEMI-IMPROVED |            | STATIC    |                   |            |               |             |
|   |                 |                    |                    |                |                 | DIRT          |            | DECLINING |                   |            |               |             |
|   |                 |                    |                    |                |                 | SIDEWALK      |            |           |                   |            |               |             |
|   |                 |                    |                    |                |                 | TILLABLE      | PASTURE    | WOODED    | WASTE             |            |               |             |

| LAND VALUE COMPUTATIONS AND SUMMARY |             |                  |              |                  |           |         | LAND VALUE COMPUTATIONS AND SUMMARY |       |            |              |                 |             |      | ASSESSMENT RECORD INCREASE DECREASE |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
|-------------------------------------|-------------|------------------|--------------|------------------|-----------|---------|-------------------------------------|-------|------------|--------------|-----------------|-------------|------|-------------------------------------|------|--------|---------|----------|---------------------|--|--|--|------------|--|--|--|--|--------|
| FRONTAGE                            | DEPTH       | UNIT PRICE       | DEPTH FACTOR | FRONT FT. PRICE  | YEAR 1951 |         | FRONTAGE                            | DEPTH | UNIT PRICE | DEPTH FACTOR | FRONT FT. PRICE | 19          | 19   | 1950                                | LAND | BLDGS. | TOTAL   | INCREASE | DECREASE            |  |  |  |            |  |  |  |  |        |
| 34                                  | 60          | 20 <sup>00</sup> | 80           | 16 <sup>00</sup> | 540       | 540     |                                     |       |            |              |                 |             |      | 1950                                | 125  | 2625   | 2750    |          |                     |  |  |  |            |  |  |  |  |        |
| Topo - 20%                          |             |                  |              |                  |           | -110    |                                     |       |            |              |                 |             |      | 1951                                | 250  | 2300   | 2550    |          |                     |  |  |  |            |  |  |  |  |        |
| TOTAL VALUE LAND                    |             |                  |              |                  |           | 430     | TOTAL VALUE LAND                    |       |            |              |                 |             |      | 1952                                | 250  | 1825   | 2075    | Abate    | 475                 |  |  |  |            |  |  |  |  |        |
| TOTAL VALUE BUILDINGS               |             |                  |              |                  |           | 3820    | TOTAL VALUE BUILDINGS               |       |            |              |                 |             |      |                                     |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
| TOTAL VALUE LAND AND BUILDINGS      |             |                  |              |                  |           | 4250    | TOTAL VALUE LAND AND BUILDINGS      |       |            |              |                 |             |      |                                     |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
| SQ. FT. TO-FROM CH.                 |             |                  |              |                  |           | BLK.    | SQ. FT. TO-FROM CH.                 |       |            |              |                 |             | BLK. | SQ. FT. TO-FROM CH.                 |      |        |         | BLK.     | SQ. FT. TO-FROM CH. |  |  |  |            |  |  |  |  |        |
| SQ. FT. TO-FROM CH.                 |             |                  |              |                  |           | BLK.    | SQ. FT. TO-FROM CH.                 |       |            |              |                 |             | BLK. | SQ. FT. TO-FROM CH.                 |      |        |         | BLK.     | SQ. FT. TO-FROM CH. |  |  |  |            |  |  |  |  |        |
| LAND VALUE COMPUTATIONS AND SUMMARY |             |                  |              |                  |           |         | LAND VALUE COMPUTATIONS AND SUMMARY |       |            |              |                 |             |      | ASSESSMENT RECORD INCREASE DECREASE |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
| FRONTAGE                            | DEPTH       | UNIT PRICE       | DEPTH FACTOR | FRONT FT. PRICE  | YEAR 19   |         | FRONTAGE                            | DEPTH | UNIT PRICE | DEPTH FACTOR | FRONT FT. PRICE | 19          | 19   | 19                                  | LAND | BLDGS. | TOTAL   | INCREASE | DECREASE            |  |  |  |            |  |  |  |  |        |
|                                     |             |                  |              |                  |           |         |                                     |       |            |              |                 |             |      |                                     |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
| TOTAL VALUE LAND                    |             |                  |              |                  |           |         | TOTAL VALUE LAND                    |       |            |              |                 |             |      |                                     |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
| TOTAL VALUE BUILDINGS               |             |                  |              |                  |           |         | TOTAL VALUE BUILDINGS               |       |            |              |                 |             |      |                                     |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
| TOTAL VALUE LAND AND BUILDINGS      |             |                  |              |                  |           |         | TOTAL VALUE LAND AND BUILDINGS      |       |            |              |                 |             |      |                                     |      |        |         |          |                     |  |  |  |            |  |  |  |  |        |
| SQ. FT. TO-FROM CH.                 |             |                  |              |                  |           | BLK.    | SQ. FT. TO-FROM CH.                 |       |            |              |                 |             | BLK. | SQ. FT. TO-FROM CH.                 |      |        |         | BLK.     | SQ. FT. TO-FROM CH. |  |  |  |            |  |  |  |  |        |
| SQ. FT. TO-FROM CH.                 |             |                  |              |                  |           | BLK.    | SQ. FT. TO-FROM CH.                 |       |            |              |                 |             | BLK. | SQ. FT. TO-FROM CH.                 |      |        |         | BLK.     | SQ. FT. TO-FROM CH. |  |  |  |            |  |  |  |  |        |
| YEAR                                | ORIG. COST  |                  |              |                  |           | RENTAL  | YEAR                                |       |            |              |                 | ORIG. COST  |      |                                     |      |        | RENTAL  | YEAR     |                     |  |  |  | ORIG. COST |  |  |  |  | RENTAL |
| YEAR                                | SALE PRICE  |                  |              |                  |           | EXPENSE | YEAR                                |       |            |              |                 | SALE PRICE  |      |                                     |      |        | EXPENSE | YEAR     |                     |  |  |  | ORIG. COST |  |  |  |  | RENTAL |
| YEAR                                | U. S. R. S. |                  |              |                  |           | NET     | YEAR                                |       |            |              |                 | U. S. R. S. |      |                                     |      |        | NET     | YEAR     |                     |  |  |  | ORIG. COST |  |  |  |  | RENTAL |





**From:** T. J. Martzial  
**To:** Collaborative, Peter Bass-Random Orbit Inc-Developers  
**Date:** 4/14/2008 3:29:33 PM  
**Subject:** Re: Housing

Crescent St  
Properties

Peter - Alex, Marge, Penny and I spent a few minutes on this today. We decided we need some additional info (in addition to the info I asked for last week). Could you please respond to each of these in writing?

- 1.) A marketing plan? how will the units be marketed?
- 2.) Lease agreements? what will the standard lease period be?

(note that #1 & #2 are info needed to verify that these units will not be connected in any formal or informal marketing plan with Maine Med. We need to confirm that there will be no contractual relationship with MMC)

- 3.) Have you done a market or other statistical analysis to demonstrate the need in the community/neighborhood for lodging units?  
(although full units are proposed to be replaced with lodging units, (apples vs. oranges), demonstrating you are addressing an important community/neighborhood housing need could be important)
- 4.) Could you present to us in writing why you believe this development proposal should be exempt from the Ordinance, specifically Section (j)(1) *Housing Replacement by Contribution to the City's Housing Development Fund?* or, why you believe this development proposal fulfills the requirements of Section (h) *Housing Replacement by the Creation of New Units?*

And, finally, we will need a lot more information on the planned use of the Forest St. building site before considering if that demo and subsequent redevelopment could be affected by the Ordinance. However, first comments are not real positive on the concept that the Crescent St. proposal is part of the eventual Forest St. redevelopment.

Thank You Peter, please call anytime.

TJ

T.J. Martzial  
Director of Housing & Neighborhood Services  
City of Portland Maine  
389 Congress St., Room 312  
Portland, ME 04101

phone: 207.874.8711  
fax: 207.874.8949  
<http://www.portlandmaine.gov/planning/housing.asp>

>>> Peter Bass-Random Orbit Inc-Developers Collaborative <[pbass@maine.rr.com](mailto:pbass@maine.rr.com)> 04/11 3:10 PM >>>

I will get that info to you on Monday. The three buildings on Crescent are vacant with no rents.

Peter

---

**From:** T. J. Martzial  
**To:** Jaegerman , Alex; Littell , Penny; Schmuckal, Marge  
**Date:** 4/14/2008 3:31:07 PM  
**Subject:** Fwd: Maine Med Properties

FYI....

I thought this might be the case. Would City records indicate the no. of bedrooms in each unit?

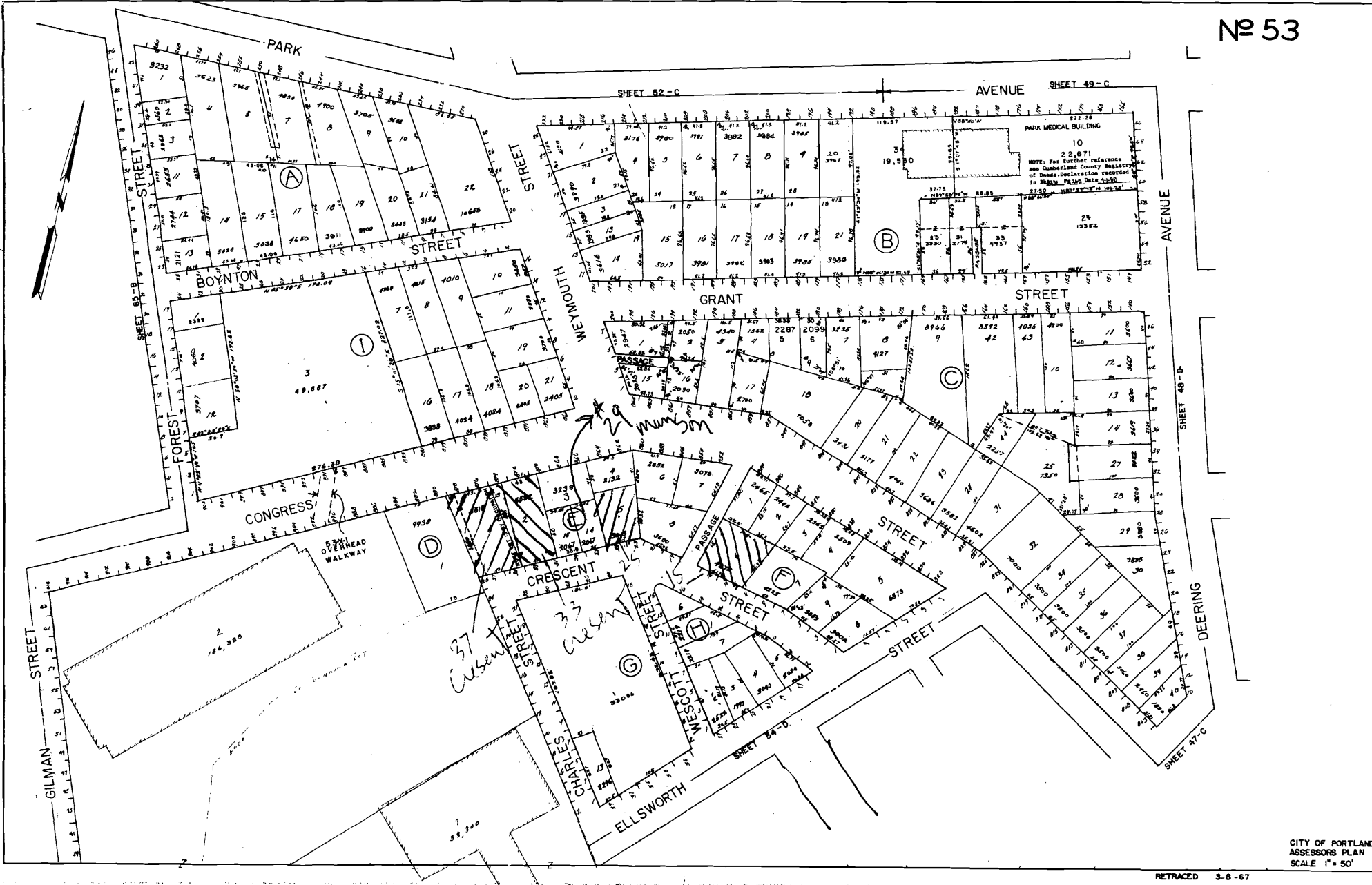
>>> Peter Bass-Random Orbit Inc-Developers Collaborative <[pbass@maine.rr.com](mailto:pbass@maine.rr.com)> 04/14 3:09 PM >>>

TJ,

The Crescent St. Buildings have been vacant for quite some time and were never rented by Maine Med, their current owner. Previous rental history is lost to us. Still trying to get the rents for the apartments offsite near Congress.

Peter

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CITY OF PORTLAND  
ASSESSOR'S PLAN  
SCALE 1" = 50'

9/5/08



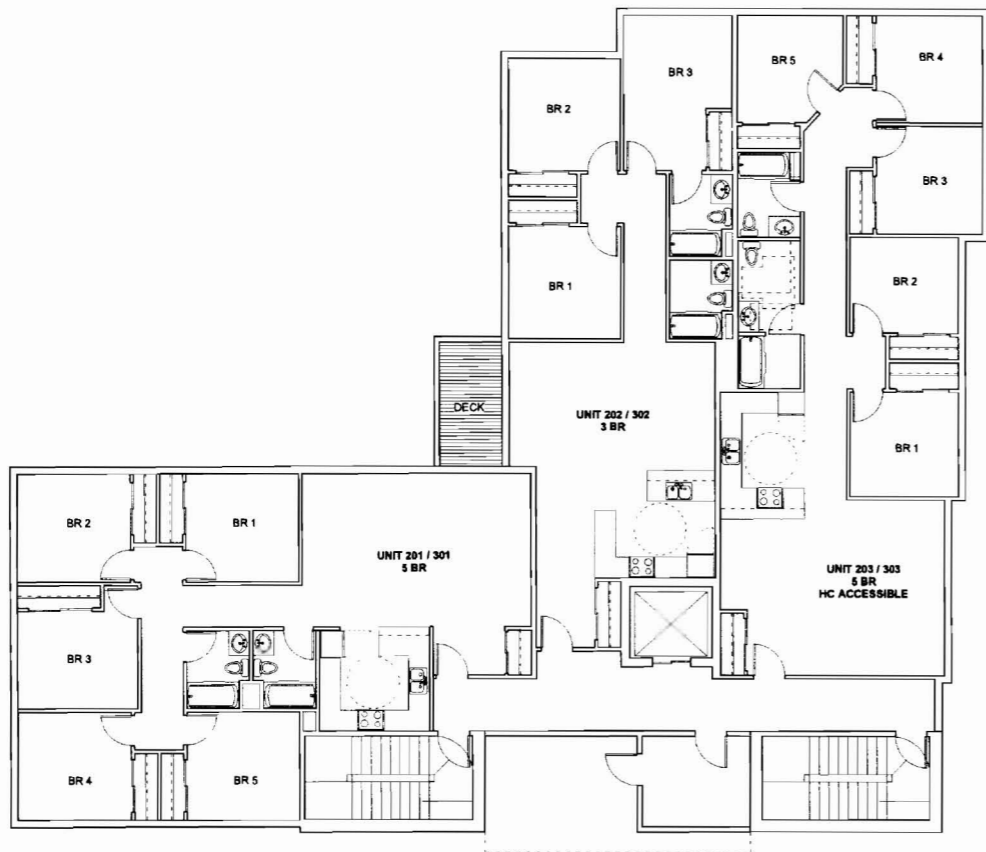
44 Bedrooms  
TOTAL

Combining Apts &  
forming units

11 Apts?

2 Apts - 9 BDR

**Level 1 Floor Plan**  
**Crescent Street Apartments**  
August 6, 2008  
Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101

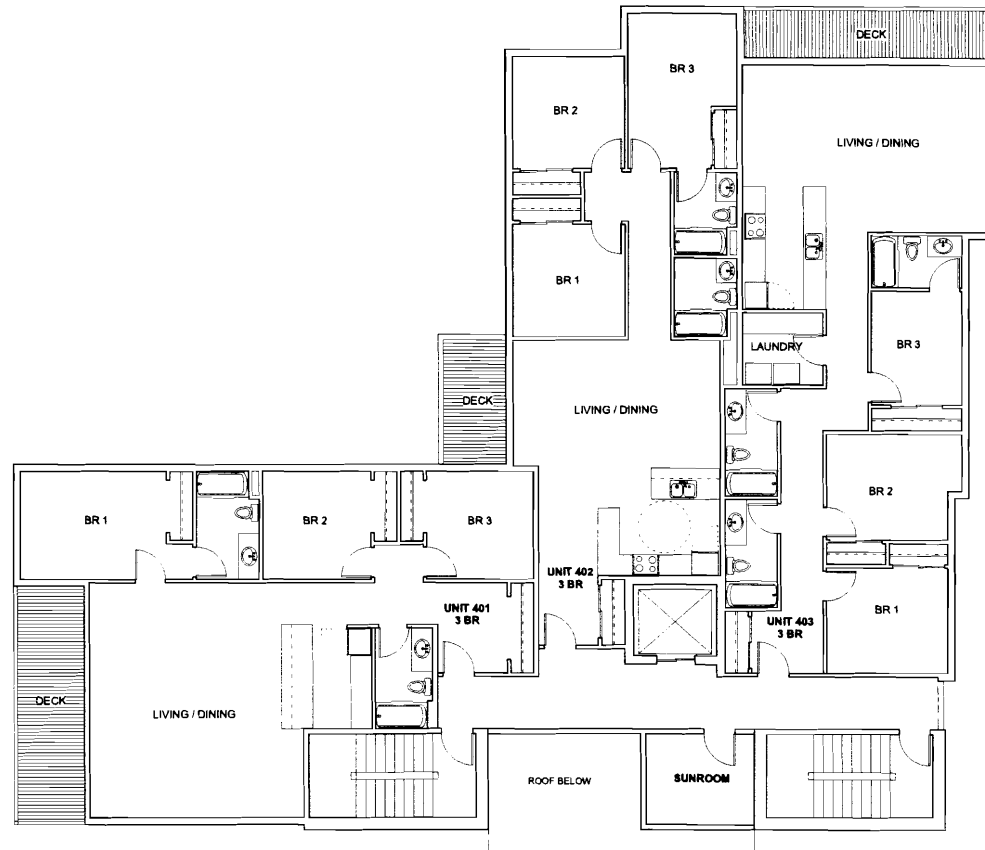


**Level 2 & 3 Floor Plans**

**Crescent Street Apartments**

August 6, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101



3-3 BDRm

**Level 4 Floor Plan**

**Crescent Street Apartments**

August 6, 2008

Winton Scott Architects  
5 Milk Street  
Portland, Maine 04101

From Barbara

9/5/08

**SIMONDS PROPERTIES**

| <b>OWNER</b>             | <b>ADDRESS</b>                                      | <b>C-B-L</b>               | <b>LEGAL USE</b> | <b>FOUND USE</b>           |
|--------------------------|---|----------------------------|------------------|----------------------------|
| Gordon D. Simonds Truste | 25 Crescent St.<br>(3,013 sq. ft)                   | 53-E-5<br>R-6 req.         | 8 D.U.           | 9 R.U. 16 <sup>?</sup> RU  |
| R. G. Simonds Trust      | 15 Crescent St.<br>(4,275 s.f.)                     | 53-F-6<br>R-6 req.         | 1 D.U. & 5 R.U.  | 11 R.U. 12 <sup>?</sup> RU |
| Ruth G. Simonds          | 37 Crescent St.<br>cor. Congress<br>(6,456 s.f.)    | 53-E-1, 10, 13<br>R-6 req. | 5 D.U.           | 10 R.U. 12 <sup>?</sup> RU |
| Ruth G. Simonds          | 52 Bramhall St.<br>cor. Russell St.<br>(3,950 s.f.) | 54-D-3<br>R-6              | 3 D.U.           | 10 R.U.                    |
| Ruth G. Simonds          | 48 Bramhall St.<br>cor. Russell St.<br>(3,990 s.f.) | 54-D-4<br>R-6              | 3 D.U.           | 10 R.U. ok recent fire     |
| Ruth G. Simonds          | 59 Pine St.<br>cor. Blythe Ct.<br>(3,482 s.f.)      | 55-B-35<br>R-6             | 12 R.U.          | 12 R. U.                   |
| Ruth G. Simonds          | 104 West St<br>cor. Chadwick<br>(12,500 s.f.)       | 63-E-2<br>R-4              | 2 D.U.           | 1 DU 6 RU                  |
| R.G. Simonds Trust       | 33 Crescent St.<br>cor Congress St<br>(4,532 s.f.)  | 53-E-2<br>R-6 req.         | 2 D.U. & 2 R. U. | 7 R.U. 8 RU                |

D.U. = Dwelling Units

R.U. = Rooming Units



| Crescent St. Occupancy Analysis Property: | Legal use       | <u>MARGE</u><br>Found use by City | <u>Peter BASS</u><br>Found use 4/17/08 site visit   | Bedrooms found |
|---|-----------------|-----------------------------------|---|----------------|
| 15 Crescent                               | 1-D.U. & 5-R.U. | 11 R.U.                           | 11 R.U.   | 11             |
| 25 Crescent                               | 8-D.U.          | 9-R.U.                            | 7 D.U.<br>1st floor- 2-1bedroom, 1 efficiency<br>2nd floor- 2-1bedroom<br>3rd floor- 2-1bedroom                             | 7              |
| 29 Crescent                               | ?               | N/A                               | 9 D.U.<br>Basement- 2-efficiency<br>1st floor- 1-1bedroom, 2-efficiency<br>2nd floor- 2-2bedroom<br>3rd floor- 2-efficiency | 11             |
|   |                 |                                   |   | 29 Bedrooms    |

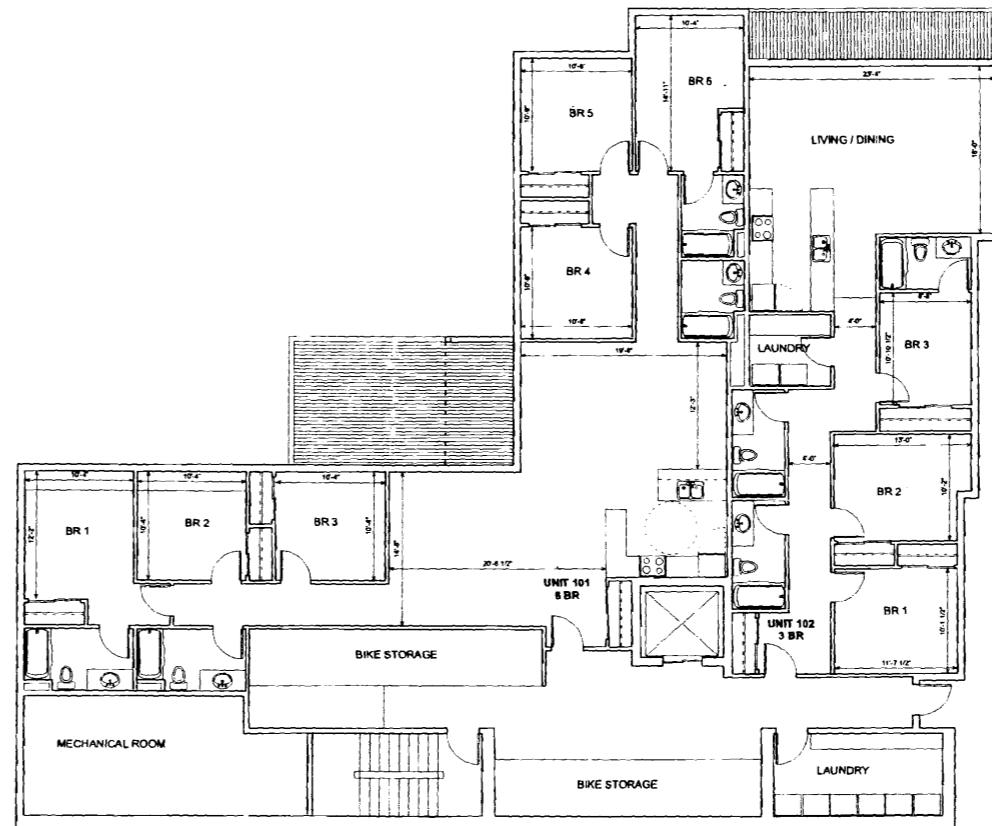
Demolition permit files on FOEM\*

No Tenants

Plan approved by Planning Authority

PROPOSED Development =

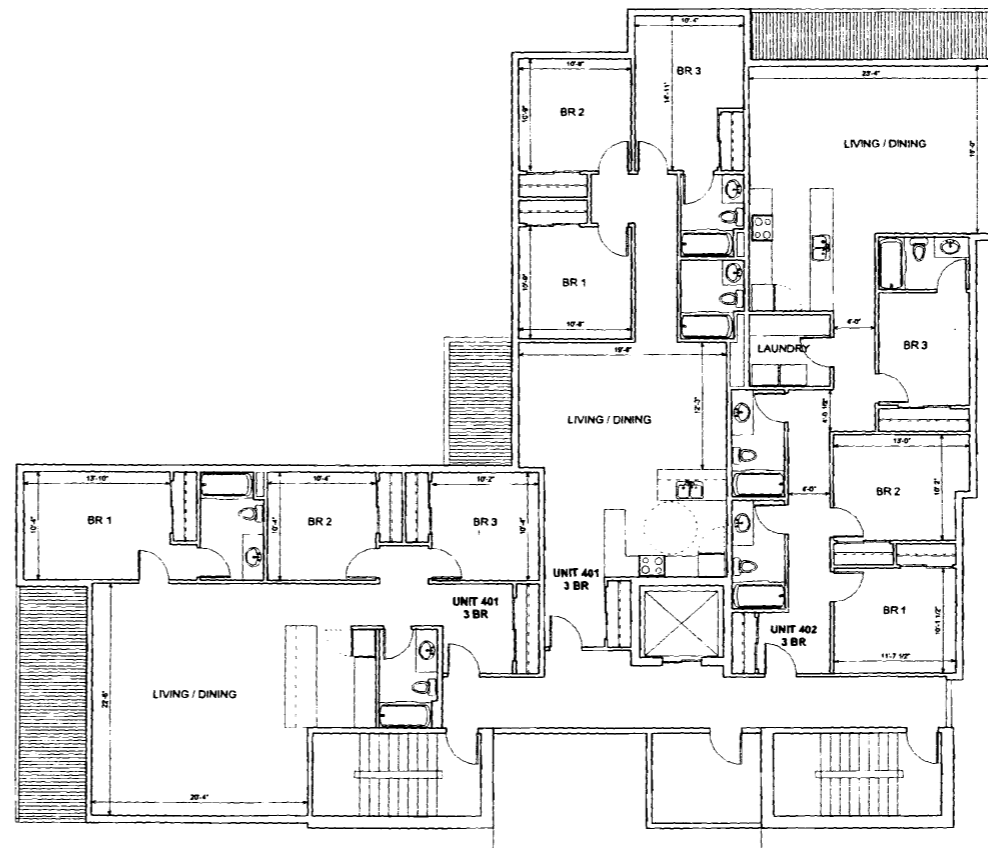
11 DU? → 44 Bedrooms



Level 1 Floor Plan  
 Crescent Street Housing  
~~Name Medical Center~~  
 August 6, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101





**Level 4 Floor Plan**

**Crescent Street Housing**  
~~Maine Medical Center~~  
 August 6, 2008

Winton Scott Architects  
 5 Milk Street  
 Portland, Maine 04101

9/5/08

| Crescent St. Occupancy Analysis Property: | Legal use      | Found use by City | Found use 4/17/08 site visit  | Bedrooms found |
|---|----------------|-------------------|---|----------------|
| 15 Crescent                               | 1-D.U.& 5-R.U. | 11 R.U.           | 11 R.U.   | 11             |
| 25 Crescent                               | 8-D.U.         | 9-R.U.            | 7 D.U.<br>1st floor- 2-1bedroom, 1 efficiency<br>2nd floor- 2-1bedroom<br>3rd floor- 2-1bedroom                             | 7              |
| 29 Crescent                               | ?              | N/A               | 9 D.U.<br>Basement- 2-efficiency<br>1st floor- 1-1bedroom, 2-efficiency<br>2nd floor- 2-2bedroom<br>3rd floor- 2-efficiency | 11             |

Ellsworth St - same bldg ?

**LEASE FOR PARKING SPACES**

LEASE made this \_\_\_\_ day of September, 2008, by and between MAINE MEDICAL CENTER, a Maine nonprofit corporation with a mailing address of 22 Bramhall Street, Portland, Maine 04102 ("Landlord") and CRESCENT HEIGHTS LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 ("Tenant")

**WITNESSETH:**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Parking Spaces Leased.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, 44 motor vehicle parking spaces in Landlord's parking garage located adjacent to Landlord's 22 Bramhall Street campus and accessed from Congress Street and from the access road near Crescent Street (the "Spaces"). The Spaces are available to Tenant on an unassigned, nonexclusive basis; provided, however, that Landlord guarantees to Tenant that the Spaces shall be available. The Spaces shall be restricted to lessees of Tenant's residing in Tenant's housing project to be located on Crescent Street adjacent to Landlord's hospital property (the "Project").
2. **Term; Renewal.** The term of this Lease shall commence on the date of issuance of a certificate of occupancy for the Project and continue until September 1, 2028. If such certificate of occupancy is not issued by November 30, 2010, this Lease shall terminate and be of no further force or effect. Upon delivery of written notice to Landlord given not less than twelve (12) months prior to the end of the initial term hereunder, Tenant may, at its option, extend this Lease for one additional term of twenty (20) years (the "Renewal Term"), provided that Tenant is not in default hereunder at the time such written notice is given or at the commencement of the Renewal Term. The Renewal Term shall end on September 1, 2048.
3. **Rent.** Tenant covenants and agrees to pay rent during the term of this Lease of One Dollar (\$1.00), payable in advance.
4. **Maintenance.** Landlord shall at all times maintain the Spaces in the same order and repair as they are in at the commencement of the term, reasonable use and wear excepted. At the expiration of the term, Tenant shall surrender the Spaces to Landlord in the same condition as they were in at the commencement of the term, reasonable use and wear and only excepted.
5. **Insurance.** Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from time to time be mutually satisfactory.
6. **Indemnification.** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for injury to persons or damage to property in or about the

Spaces or arising in any way from the use or condition of the Spaces, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, except to the extent any such claims arise from the negligence or willful acts of Landlord or any employee, invitee, contractor or tenant of Landlord's.

7. Damage or Destruction by Fire, Eminent Domain or Casualty. In the event that the parking garage in which the Spaces are located or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Spaces are thereby rendered untenable in whole or in part, then either Landlord or Tenant may terminate this Lease upon written notice to the other.

8. Tenant's Property. All motor vehicles and property of every kind, nature or description therein belonging to Tenant and to all persons claiming through or under Tenant which may be in the Spaces or otherwise using the parking garage during the term of this Lease, shall be at the sole risk and hazard of Tenant or such persons, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, by theft or from any other cause, no part of said loss or damage shall be borne by Landlord.

9. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant. Tenant shall not assign this lease or sublet the Spaces without Landlord's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, except that Tenant may assign this Lease to a successor owner of the Project without needing to obtain Landlord's consent.

11. Subordination to Mortgage. This Lease is subject and subordinate to any and all mortgages from Landlord to third persons, whether now or hereafter existing. At the written request of Landlord or any mortgagee, Tenant agrees to attorn to any such mortgagee.

12. Notices. Notices to be given under this Lease shall be given in writing to the following addresses:

mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or if sent by reputable overnight courier or delivery service, and addressed to the recipient at the address set forth at the beginning of this Agreement. Either party may change addresses for purposes of this Agreement by providing the other party with written notice of the new address in the manner specified herein.

13. Miscellaneous. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease, nor in any way affect this Lease. Tenant agrees and covenants not to record this Lease, but each party agrees, at the request of the other, to enter into a mutually satisfactory Memorandum of Lease in recordable form. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter contained herein and there are no understandings or agreements between Landlord and Tenant with respect to said subject matter which are not contained herein. This Lease cannot be amended except by written instrument executed by Landlord and Tenant. Landlord and Tenant each covenant to the other that (i) each has the power and capacity to execute this Lease and any documents associated therewith; (ii) that the execution and delivery of this Lease and any documents associated therewith has been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer, trustee or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation. This Lease shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:

MAINE MEDICAL CENTER, Landlord

\_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title





September 26, 2008

Penny St. Louis Littell, Director  
Planning & Urban Development Department  
City of Portland  
Room 308  
389 Congress Street  
Portland, ME 04101

Re: Crescent Heights Apartments – Portland, Maine

Dear Ms. Littell,

I am writing on behalf of Crescent Heights, LLC and their proposed project on Crescent and Congress Streets. Gorham Savings Bank is very interested in providing both the construction and permanent financing for this project.

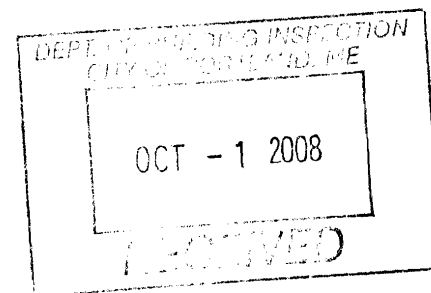
While this letter is not to be construed as a loan commitment, we have reviewed the concept as outlined by the Developer and are comfortable with their management and financial ability to see the project through to a successful completion.

If you should need further information or clarification, please contact me at 222-1492.

Regards,

Karl Suchecki  
Sr. Vice President

Cc: Crescent Heights, LLC



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**MEMORANDUM**

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**To:** FILE

**From:** Marge Schmuckal

**Dept:** Zoning

**Subject:** Application ID: 2008-0140

**Date:** 10/21/2008

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Yesterday I met with Richard Berman and Kevin Bunker to go over the possibility that this project can "lawfully" be considered a lodging house with suites of rooming units. They had done some homework with calculations to show that they can meet the density requirements for both within the building and for the land area per rooming unit. Later in the afternoon they dropped off scaleable plans for me to check their figures.

After calculating room sizes and common areas and land area per dwelling unit, I have come to a conclusion that this project can be called a lodging house with suites of rooming units and meet all the density requirements of the R-6 Zone.

I left a message for Richard Berman with the results of my calculations. I encouraged him to quickly come to some decision concerning whether or not he would change his application from the dwelling units to a lodging house. I reminded him that staff was trying to put together PB memos.

Marge Schmuckal  
Zoning Administrator

**ELECTRICAL SYMBOLS**

| PLAN SYMBOLS |  | SINGLE LINE DIAGRAM SYMBOLS |                                     |
|--------------|--|-----------------------------|-------------------------------------|
| SYMBOL       | DESCRIPTION  | SYMBOL                      | DESCRIPTION                         |
|              | 125V, 20A, DUPLEX GROUNDED RECEPTACLE<br>GF1 = Ground Fault Type<br>WP = Weatherproof<br>AC = Mount 6" Above Sink or Counter |                             | 225 AF<br>200 AT<br>CIRCUIT BREAKER |
|              | 125V, 20A, QUAD GROUNDED RECEPTACLE  |                             | Ampere Trip Rating                  |
|              | 250V, SINGLE GROUNDED RECEPTACLE   |                             | ELECTRICAL CONNECTION               |
|              | Telephone Outlet (WALL MTD.)   |                             | GROUND CONNECTION                   |
|              | CABLE TELEVISION OUTLET  |                             | EQUIPMENT ENCLOSURE                 |
|              | PHOTOCELL  |                             | TRANSFORMER                         |
|              | MOTION DETECTOR  |                             | UNFUSED SWITCH                      |
|              | MANUAL MOTOR SWITCH  |                             | No. of Poles<br>Ampere Rating       |
|              | FIRE ALARM SMOKE DETECTOR<br>Indicates Localized Smoke Detector  |                             | UTILITY CO. SERVICE METER           |
|              | FIRE ALARM AUDIO VISUAL  |                             |                                     |
|              | FIRE ALARM PULL STATION  |                             |                                     |
|              | FIRE ALARM HEAT DETECTOR   |                             |                                     |
|              | ELECTRONIC DOOR HOLDER   |                             |                                     |
|              | HANDICAP DOOR OPENER   |                             |                                     |
|              | JUNCTION BOX   |                             |                                     |
|              | CEILING MTD. FLUORESCENT LIGHT FIXTURE<br>Load Center Circuit Number<br>Fixture Designation                                  |                             |                                     |
|              | WALL MOUNTED LIGHT FIXTURE   |                             |                                     |
|              | RECESSED/CEILING MOUNTED LIGHT FIXTURE   |                             |                                     |
|              | LIGHT/DEVICE SWITCH<br>3 = Three-Way Type  |                             |                                     |
|              | ELECTRIC LOAD CENTER/PANELBOARD  |                             |                                     |

**BUILDING DATA**

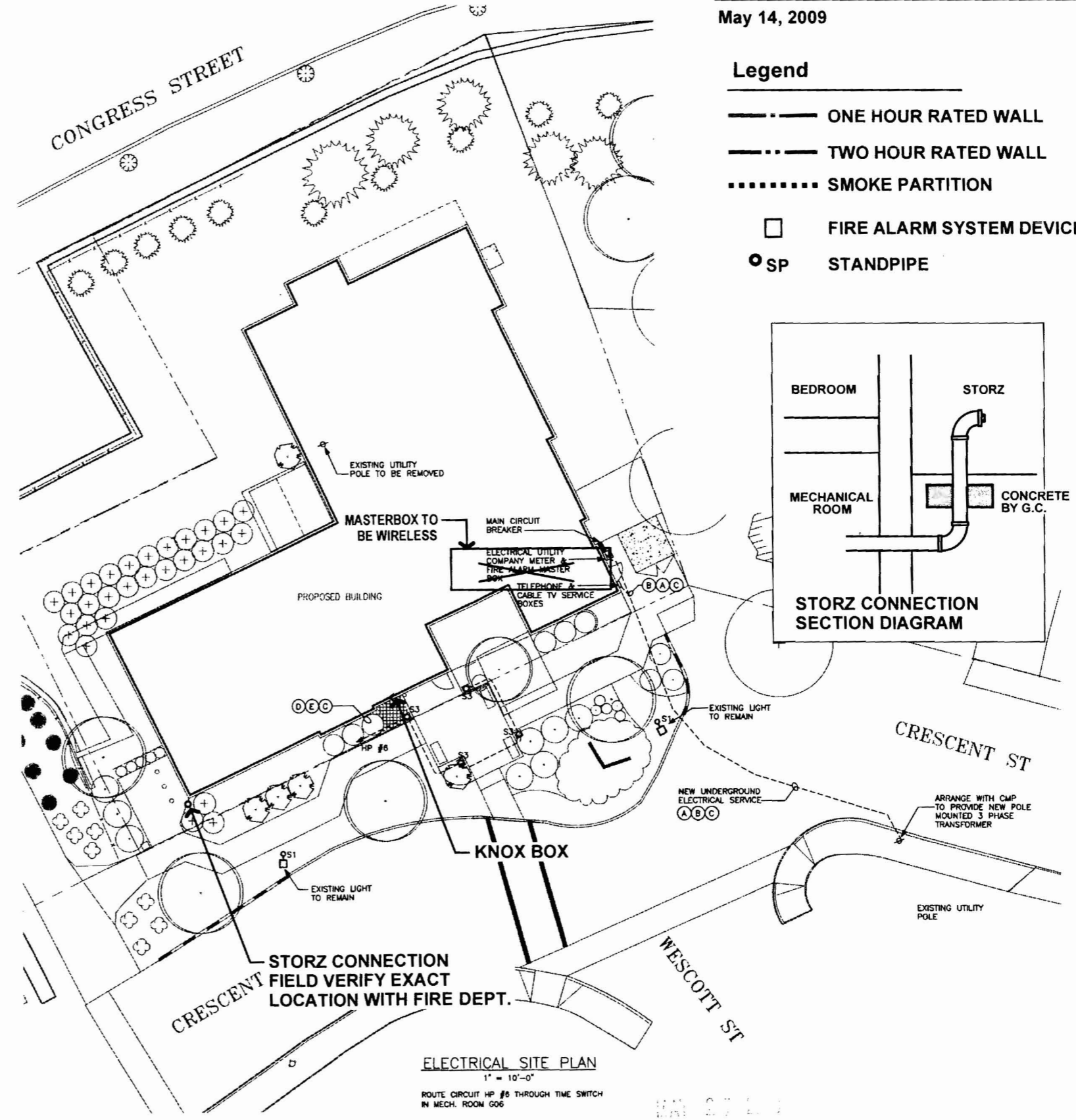
|  |   |
|--|---|
| USE GROUP                              | NFPA: <b>DORMITORY (CH. 28)</b><br>IBC: <b>R-2 BOARDING HOUSE (NOT TRANSIENT)</b> |
| NUMBER OF STORIES                      | 4   |
| AREA BY FLOOR                          | G 4,926 GSF<br>1 4,890<br>2 4,796<br>3 4,599<br>19,211 TOTAL                      |
| TOP FLOOR HEIGHT ABOVE CRESCENT STREET | 23'   |
| TOP FLOOR HEIGHT ABOVE CONGRESS STREET | 67'   |
| CONSTRUCTION TYPE                      | NFPA: <b>V (111)</b><br>IBC: <b>V - A</b>   |
| FIRE PROTECTION                        | <b>NFPA 13 SUPERVISED</b>   |

**Life Safety Plans**

May 14, 2009

**Legend**

- ONE HOUR RATED WALL
- TWO HOUR RATED WALL
- SMOKE PARTITION
- FIRE ALARM SYSTEM DEVICE
- SP STANDPIPE



**Crescent Heights  
Apartment Suites**  
Portland, Maine

Owner  
Crescent Heights LLC

Architect  
Winton Scott Architects

Landscape / Civil Engineer  
DeLuca-Hoffman Associates, Inc.

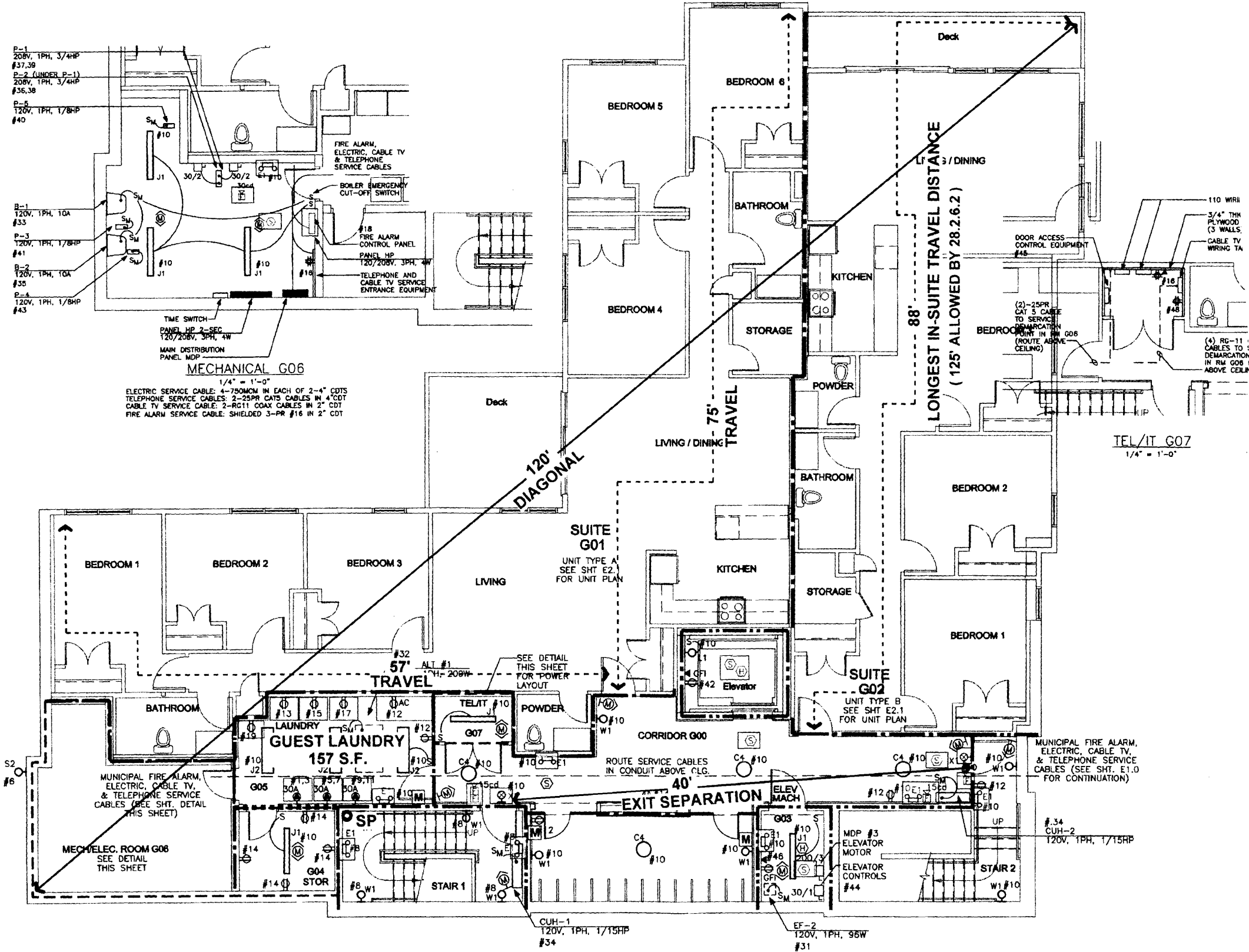
Structural Engineer  
Becker Structural Eng.

Mechanical Engineer  
Mechanical Systems Eng.

Lighting / Electrical Engineer  
Bernt Design

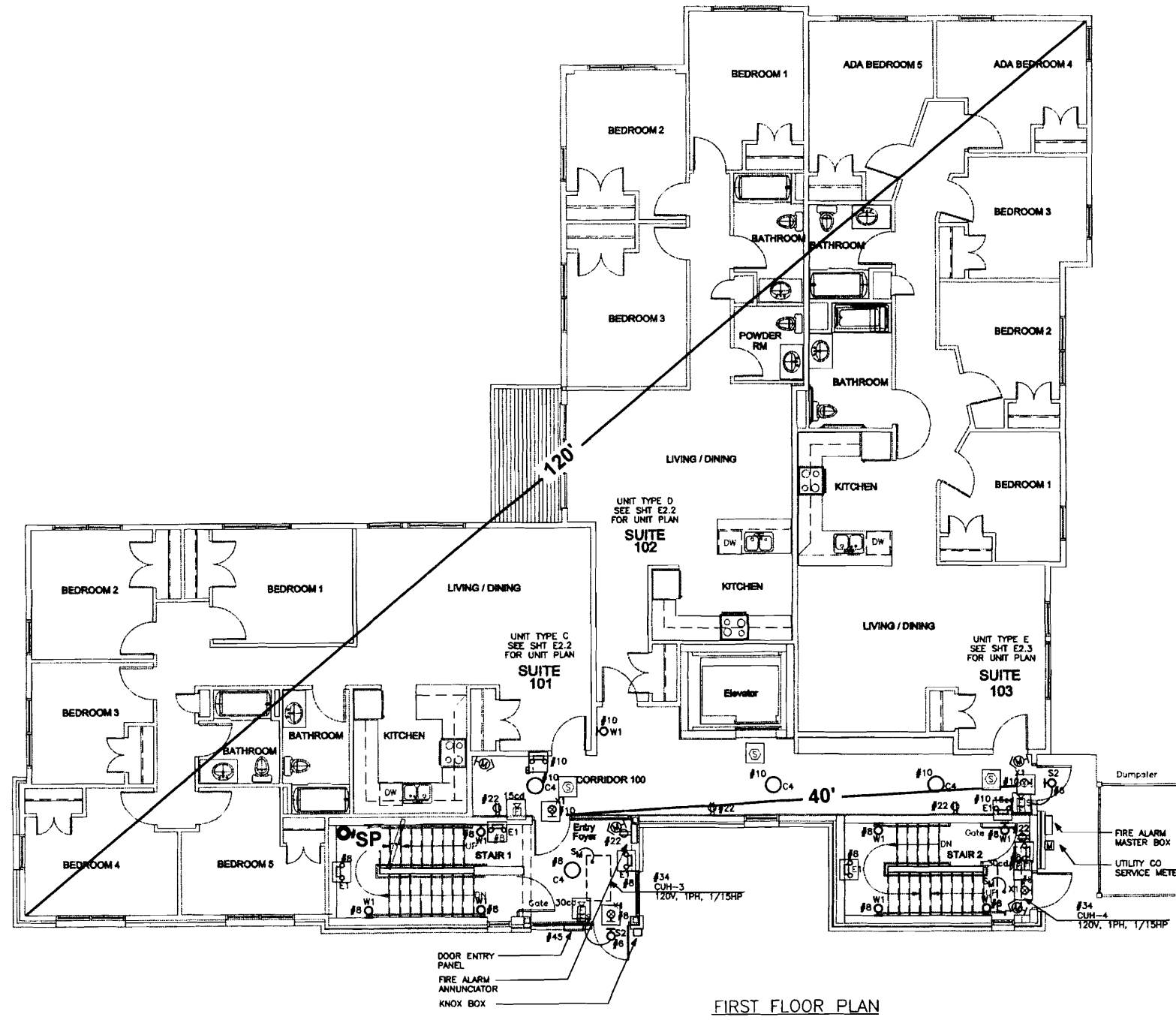
**ELECTRICAL  
SITE PLAN**

**FC 1**



GROUND FLOOR PLAN

ROUTE CIRCUIT HP #5 THROUGH TIME SWITCH IN MECH. ROOM G06



FIRST FLOOR PLAN

ROUTE CIRCUIT HP #6 THROUGH TIME SWITCH  
IN MECH. ROOM G06

# Crescent Heights Apartment Suites

Portland, Maine

Owner  
Crescent Heights LLC

Architect  
Winton Scott Architects

Landscape / Civil Engineer  
DeLuca-Hoffman  
Associates, Inc.

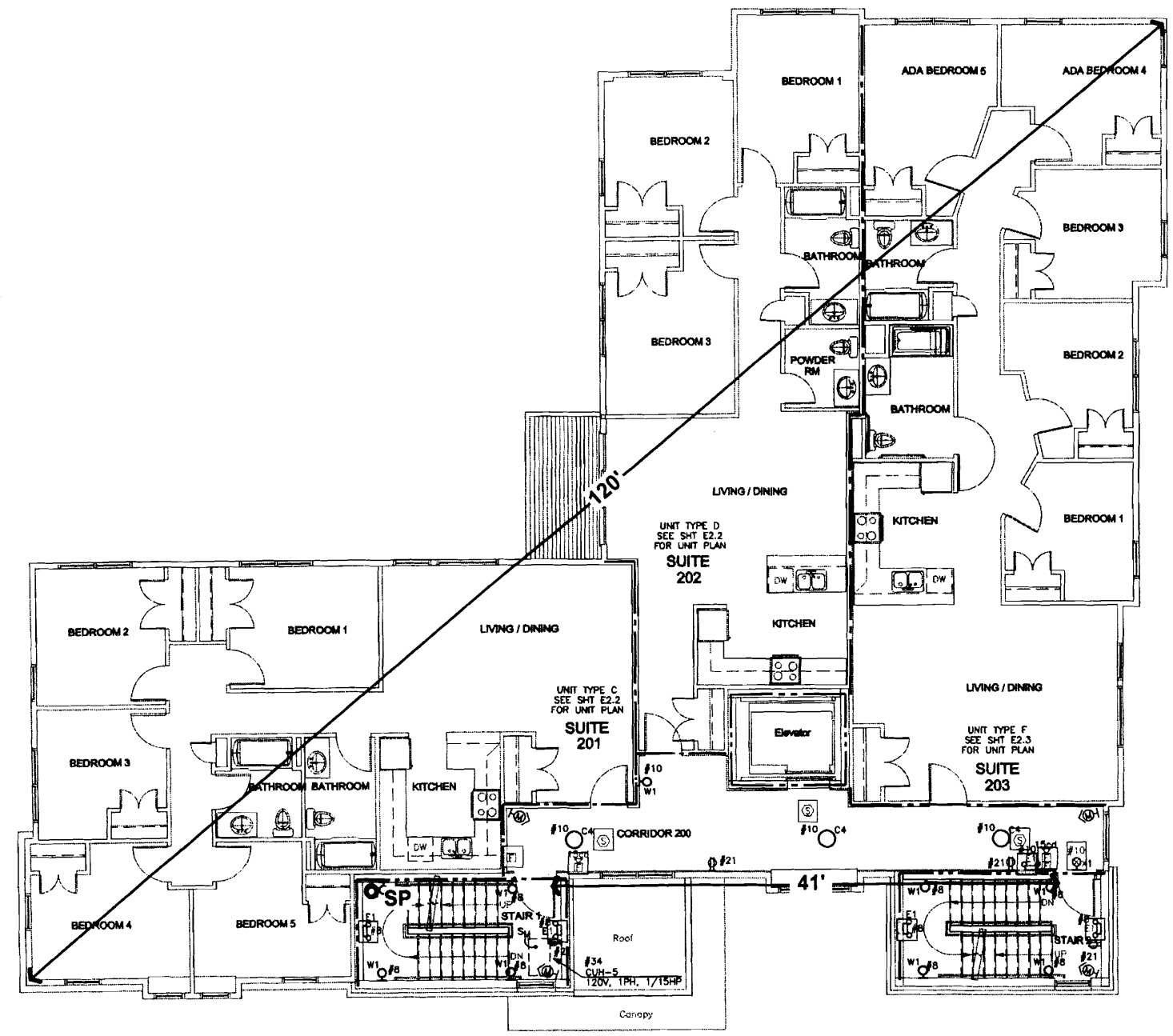
Structural Engineer  
Becker Structural Eng.

Mechanical Engineer  
Mechanical Systems Eng.

Lighting / Electrical Engineer  
Berrett Design

FIRST FLOOR  
PLAN

## FC 3



SECOND FLOOR PLAN

**Crescent Heights  
Apartment Suites**  
Portland, Maine

Owner  
Crescent Heights LLC

Architect  
Winton Scott Architects

Landscape / Civil Engineer  
DeLuca-Hoffman  
Associates, Inc.

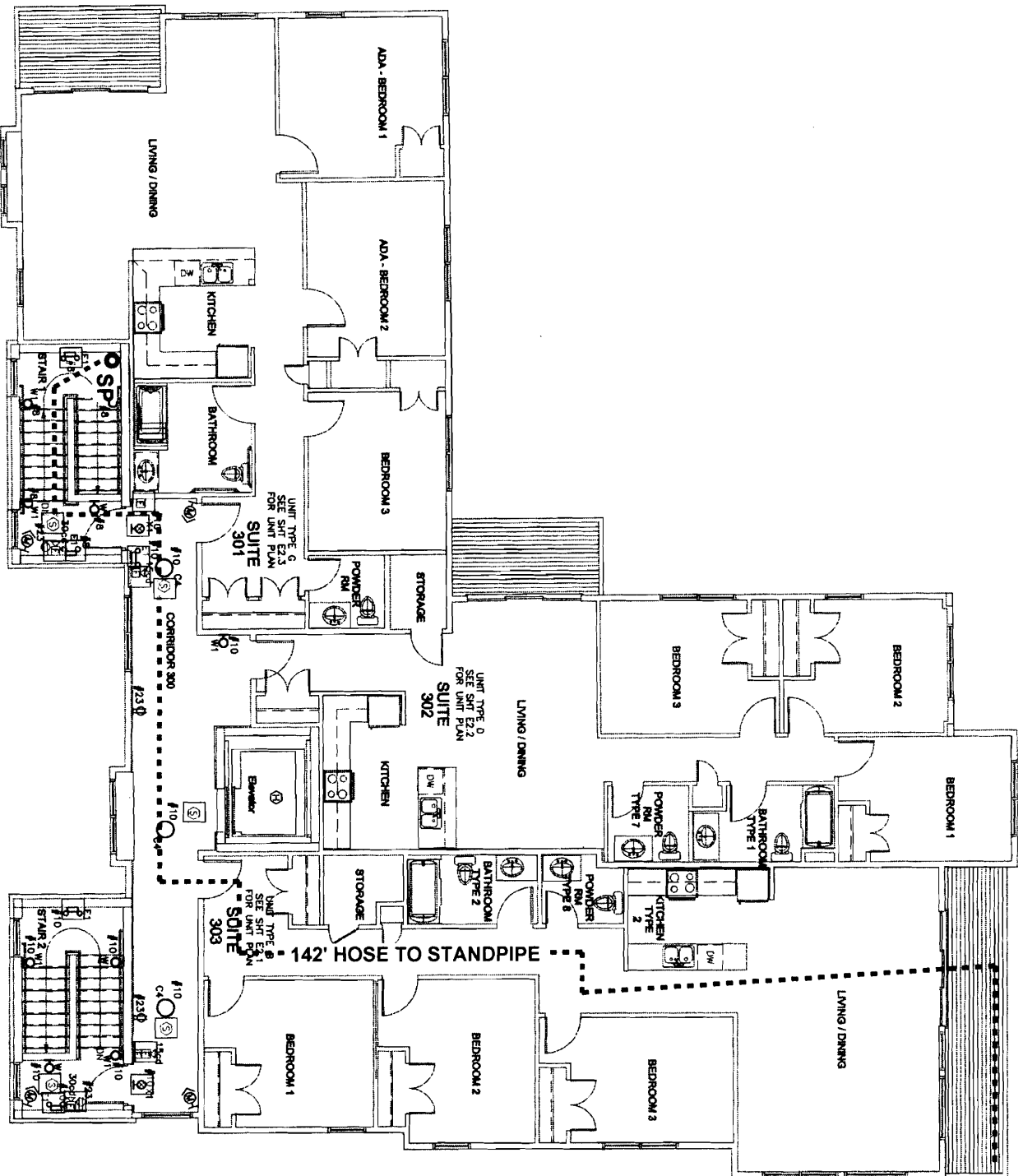
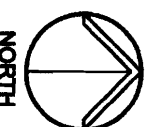
Structural Engineer  
Bodier Structural Eng.

Mechanical Engineer  
Mechanical Systems Eng.

Lighting / Electrical Engineer  
Barlett Design

SECOND FLOOR  
PLAN

**FC 4**



THIRD FLOOR PLAN

|  |
|--|
|  |
|  |
|  |
|  |
|  |

# Crescent Heights Apartment Suites

Portland, Maine

**Owner**  
Crescent Heights LLC

**Architect**  
Whitson Scott Architects

**Landscaper / Civil Engineer**  
DeLuca-Holtzman Associates, Inc.

**Structural Engineer**  
Secker Structural Eng.

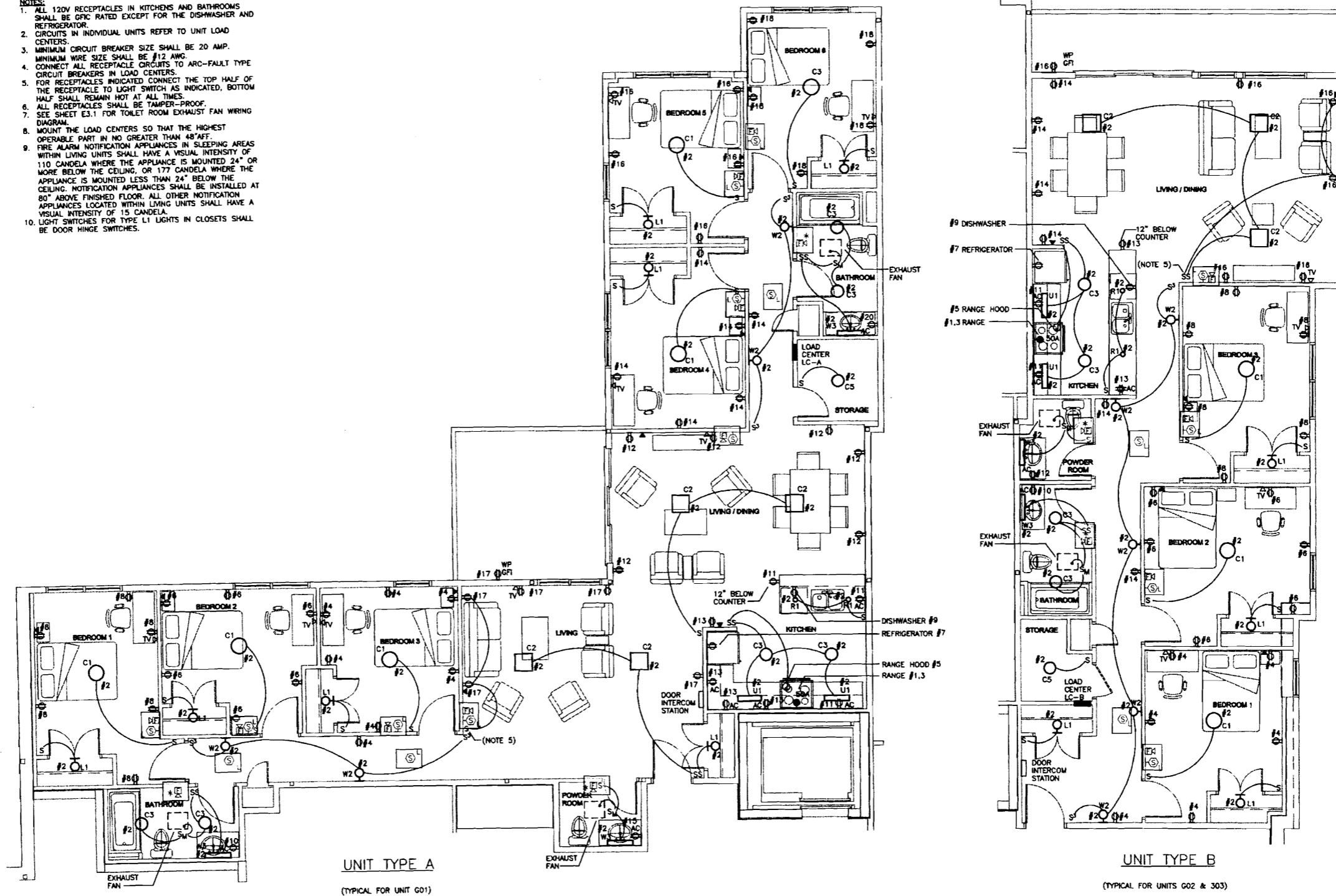
**Mechanical Engineer**  
Mechanical Systems Eng.

**Lighting / Electrical Engineer**  
Barnett Design

THIRD FLOOR  
PLAN

# FC 5

- NOTES:**
1. ALL 120V RECEPTACLES IN KITCHENS AND BATHROOMS SHALL BE GFCI RATED EXCEPT FOR THE DISHWASHER AND REFRIGERATOR.
  2. CIRCUITS IN INDIVIDUAL UNITS REFER TO UNIT LOAD CENTERS.
  3. MINIMUM CIRCUIT BREAKER SIZE SHALL BE 20 AMP. MINIMUM WIRE SIZE SHALL BE #12 AWG.
  4. CONNECT ALL RECEPTACLE CIRCUITS TO ARC-FAULT TYPE CIRCUIT BREAKERS IN LOAD CENTERS.
  5. FOR RECEPTACLES INDICATED CONNECT THE TOP HALF OF THE RECEPTACLE TO LIGHT SWITCH AS INDICATED. BOTTOM HALF SHALL REMAIN HOT AT ALL TIMES.
  6. ALL RECEPTACLES SHALL BE TAMPER-PROOF.
  7. SEE SHEET E3.1 FOR TOILET ROOM EXHAUST FAN WIRING DIAGRAM.
  8. MOUNT THE LOAD CENTERS SO THAT THE HIGHEST OPERABLE PART IS NO GREATER THAN 48" AFF.
  9. FIRE ALARM NOTIFICATION APPLIANCES IN SLEEPING AREAS WITHIN LIVING UNITS SHALL HAVE A VISUAL INTENSITY OF 110 CANDELA WHERE THE APPLIANCE IS MOUNTED 24" OR MORE BELOW THE CEILING, OR 177 CANDELA WHERE THE APPLIANCE IS MOUNTED LESS THAN 24" BELOW THE CEILING. NOTIFICATION APPLIANCES SHALL BE INSTALLED AT 80" ABOVE FINISHED FLOOR. ALL OTHER NOTIFICATION APPLIANCES LOCATED WITHIN LIVING UNITS SHALL HAVE A VISUAL INTENSITY OF 15 CANDELA.
  10. LIGHT SWITCHES FOR TYPE L1 LIGHTS IN CLOSETS SHALL BE DOOR HINGE SWITCHES.



**UNIT TYPE A**  
(TYPICAL FOR UNIT G01)

**UNIT TYPE B**  
(TYPICAL FOR UNITS G02 & 303)

**Crescent Heights  
Apartment Suites**  
Portland, Maine

Owner  
Crescent Heights LLC

Architect  
Winton Scott Architects

Landscape / Civil Engineer  
DeLuca-Hollman  
Associates, Inc.

Structural Engineer  
Becker Structural Eng.

Mechanical Engineer  
Mechanical Systems Eng.

Lighting / Electrical Engineer  
Bartlett Design

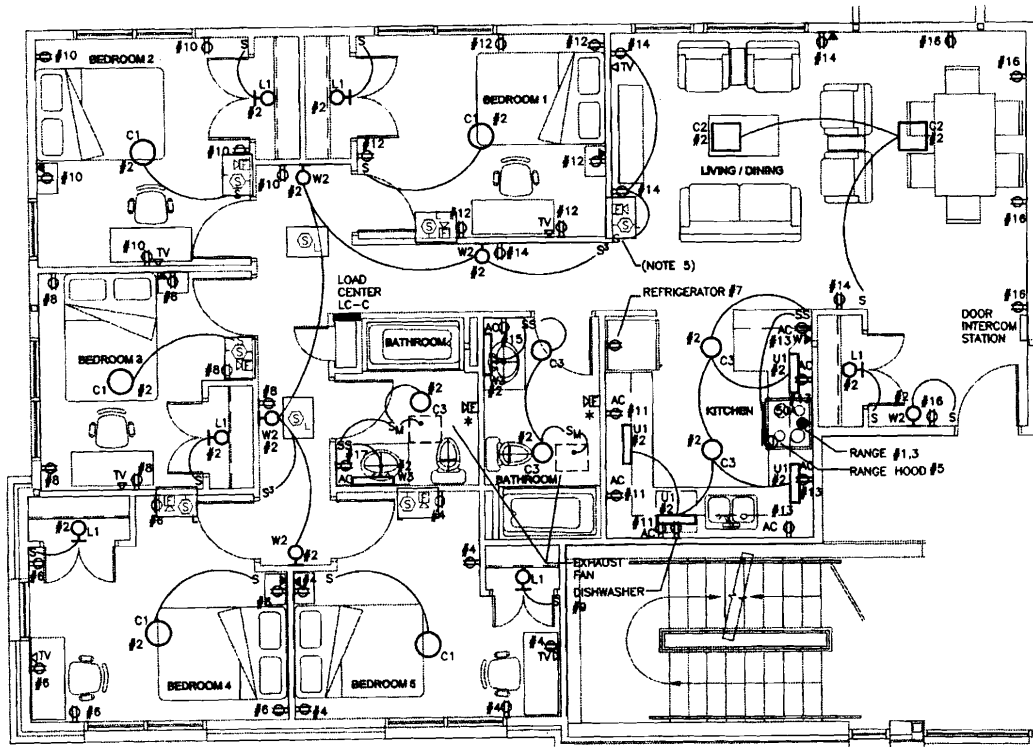
**UNIT PLANS**  
**UNIT TYPES**  
**A & B**

**FC 6**

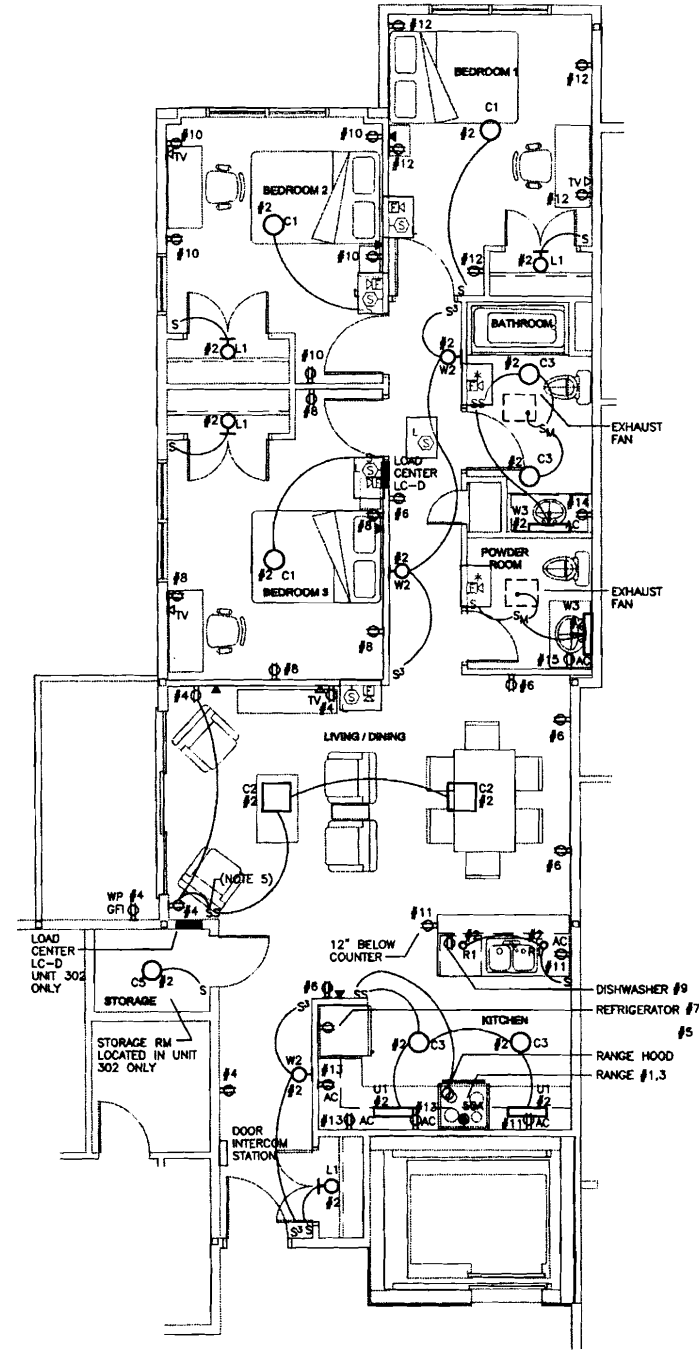


**NOTES:**

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11. LIGHT SWITCHES FOR TYPE L1 LIGHTS IN CLOSETS SHALL BE DOOR-HINGE SWITCHES.



UNIT TYPE C  
(TYPICAL FOR UNITS 101 & 201)



UNIT TYPE D  
(TYPICAL FOR UNITS 102, 202 & 302)

**Crescent Heights  
Apartment Suites**  
Portland, Maine

Owner  
Crescent Heights LLC

Architect  
Winton Scott Architects

Landscape / Civil Engineer  
DeLuxe-Hoffman  
Associates, Inc.

Structural Engineer  
Decker Structural Eng.

Mechanical Engineer  
Mechanical Systems Eng.

Lighting / Electrical Engineer  
Berlitt Design

UNIT PLANS  
UNIT TYPES  
C & D

**FC 7**