

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

6/4/98 Application Date

Bell St Project Name/Description

Bell St Applicant's Mailing Address

Bell St Address of Proposed Site

150 B001 Assessor's Reference: Chart-Block-Lot

797-0973 Applicant or Agent Daytime Telephone, Fax

797-7534 Consultant/Agent

Proposed Development (check all that apply):

Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify)

5000 Sq Ft 4.34 Acre Acreage of Site

Proposed Building square Feet or # of Units

Check Review Required:

Site Plan Subdivision # of lots

Flood Hazard Shoreland Historic Preservation

Zoning Conditional Use (ZBA/PB) Zoning Variance Other

Fees Paid: Site Plan \$300.00 Subdivision

Engineer Review Date: 6/4/98

Approved Approved w/Conditions Denied

Approval Date Approval Expiration Extension to Additional Sheets Attached

OK to Issue Building Permit

signature date

signature date

signature date

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Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted

Inspection Fee Paid

Building Permit Issued

Performance Guarantee Reduced

Temporary Certificate of Occupancy

Final Inspection

Certificate Of Occupancy

Performance Guarantee Released

Defect Guarantee Submitted

Defect Guarantee Released

Morrill St Associates Applicant

31 Bell St, Portland, ME

Malcolm R. Brewer

797-7534

797-0973

150 B001

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):

New Building Building Addition Change Of Use Residential

Warehouse/Distribution Parking Lot Other (specify)

5000 Sq Ft 4.34 Acre Acreage of Site

Proposed Building square Feet or # of Units

Check Review Required:

Site Plan Subdivision # of lots

Flood Hazard Shoreland Historic Preservation

Zoning Conditional Use (ZBA/PB) Zoning Variance Other

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August 7, 1998

Malcolm R. Brewer
Morrill Street Associates
91 Bell Street
Portland, ME 04103

Re: 61 Bell Street, Sidewalk/Curb Waiver

Dear Mr. Brewer:

On Tuesday, July 28, 1998, the Portland Planning Board voted 6-0 (Malone absent) to grant the waiver of curb and sidewalk.

The approval is based on the submitted site plan and the findings related to site plan review standards as contained in Planning Report #34-98, which is attached.

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

1. A performance guarantee covering the site improvements as well as an inspection fee payment of 1.7% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.
2. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

SIDEWALK AND GRANITE CURB WAIVER REQUEST IN THE VICINITY OF
91 BELL STREET
MORRILL STREET ASSOCIATES, APPLICANT

Submitted to:

Portland Planning Board
Portland, Maine

July 28, 1998

I. INTRODUCTION

Morrill Street Associates are requesting a waiver of sidewalk and granite curb from Chapter 25 of the Municipal code for their property located at 91 Bell Street.

Morrill Street Associates are proposing to construct a 6,000 square foot office/warehouse building at 91 Bell Street for the State of Maine Department of Environmental Protection. The new building will be primarily a warehouse with a small office, for the Hazardous Waste Division of DEP. Staff is currently reviewing the application for the new office/warehouse building. Sidewalk and granite curb has been required as part of the administrative review of this site plan. The property is the old N.T. Fox Lumber Yard. The owner bought the property in 1996 and now leases it out to 11 small businesses. The request for waiver is included as Attachment 1. The site plan is included as Attachment 5.

95 notices were sent to area property owners.

II. PROPOSED WAIVER REQUEST

The property, which is located on the corner of Bell Street and Morrill Street, has approximately 928 feet of street frontage. There is presently no granite curb or sidewalk on the site. The applicant feels that installing granite curb and sidewalk would be an unreasonable burden, first because of the expense to install granite curb and sidewalk, and secondly, there is no sidewalk or granite curb in this area of Bell Street.

A copy of Chapter 25 and the waiver criteria of sec. 14-506 are shown as Attachments 2 and 3.

The property totals 4.34 acres and is zoned I-L. Eleven small businesses are currently located on the site. Along Bell Street, the properties to the east are zoned I-L and the property on the west side are zoned I-L and B-2. The uses in the area consist of residential, commercial and industrial. Attachment 6 is a vicinity map.

There is existing granite curb and sidewalk on the northern side of Morrill Street, from Forest Avenue to the railroad tracks in front of the Maaco building.

Public Works has reviewed the request for granite curb and sidewalk and will support the request because granite curb and sidewalks are not prevalent in the vicinity of this site. A memo from Public Works is included as Attachment 4.

III. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #34-98, the Planning Board finds that:

- a. Extraordinary conditions do/do not exist (if yes, please specify those conditions); or
- b. Undue hardship will/will not result (if yes, please specify the hardship).

The Board further finds that the granting of the waiver will/will not create potentially hazardous vehicle and pedestrian conflict or that it will/will not nullify the intent and purpose of the land development plan and the City ordinances.

As a result, the Board does/does not grant the request for a waiver of the curb and sidewalk requirements.

Attachments:

1. Letter from Applicant
2. Chapter 25
3. Waiver Criteria for Section 14-506
4. Public Work's Memo
5. Site Plan
6. Vicinity and Use Map

Walter E. Weller
Notary Public/Attorney at Law

Personally appeared before me the above named Malcolm R. Brewer, President of Morrill Street Associates and acknowledged the foregoing to be his free act and deed and the free act and deed of Morrill Street Associates.

April 23 1996

STATE OF MAINE
CUMBERLAND, ss.

By: *Malcolm R. Brewer*
Malcolm R. Brewer
Its President

Walter E. Weller
WITNESS

MORRILL STREET ASSOCIATES

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal this 23 day of April, 1996.

The covenants and agreement contained herein shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor and Grantee. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The Grantee, its successors and assigns, for breach of any term, condition, covenant or agreement contained or referred to herein, shall have the right of foreclosure and any and all other rights and remedies given to a Mortgagee and Secured Party under the laws of the State of Maine, this Mortgage and Security Agreement and any instrument it secures. If any obligation or portion of this Mortgage and Security Agreement is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof. IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal this 23 day of April, 1996.

BK12470PG359

Beginning at the corner formed by the intersection of the westerly side of Bell Street with a southerly side of Morrill Street; thence southerly by said Bell Street sixty-eight and five hundredths (68.05) feet to an iron post set in the ground; thence westerly at right angles with said Bell Street seventy-nine and ten hundredths (79.10) feet to an iron post set in the ground; thence northerly on a line parallel with

A certain lot or parcel of land, with the buildings thereon, situated near Morrill's Corner, in said City of Portland, bounded and described as follows:

Parcel Two:

Excepting and reserving from the above described parcel a 20' Easement parcel as set forth in an instrument recorded in said Registry of Deeds in Book 10239, Page 112.

The above descriptions are based on a survey made for Fox Realty Company by R.P. Titcomb Associates, Inc., dated November 13, 1987.

Beginning at the intersection of the easterly siding of Bell Street with the southerly siding of Morrill Street; thence N 69°02'48" E by said Morrill Street, a distance of one hundred (100) feet to an angle in said Morrill Street; thence continuing by said Morrill Street N 52°02'48" E, a distance of one hundred twenty-eight and twenty-four hundredths (128.24) feet to land now or formerly of Portland Terminal Company; thence by said Portland Terminal Company land in generally southeasterly direction to land now or formerly of William G. and Muriel N. Lewis, as described in a deed recorded in said Registry of Deeds in Book 1825, Page 80; thence S 68°13'38" W by said Lewis land, a distance of two hundred fifty-four and sixty hundredths (254.60) feet to an iron pin located on the easterly siding of said Bell Street; thence N 21°04'45" W by said Bell Street, a distance of three hundred sixty-nine and eighty-one hundredths (369.81) feet to an angle in said Bell Street; thence continuing by said Bell Street, N 29°58'45" W, a distance of three hundred fifty-one and two hundredths (351.02) feet to Morrill Street, being the point of beginning.

A certain lot or parcel of land, with all buildings thereon, situated in said Portland, located on the southerly side of Morrill Street and the easterly side of Bell Street, bounded and described as follows:

Parcel One:

SCHEDULE A

BK 12470 PG 360

BK12470PG361

said Bell Street eighty and fifty-eight hundredths (80.58) feet to said Morrill Street; thence easterly by said Morrill Street eighty and seven hundredths (80.07) feet to the point of beginning.

Reserving from the above the right to use a passageway four (4) feet wide on the southerly side of said lot extending from Bell Street to the rear of said lot, to be used in common. Also conveying the right to use a passageway four (4) feet wide off from the northerly side of the lot adjoining the above described lot on the south extending from Bell Street to the rear of said lot, to be used in common.

RECEIVED
RECORDED REGISTRY OF DEEDS

95 APR 25 PM 1:42

OSBERTLAND COUNTY

John B. Brown

MORRILL STREET ASSOCIATES

P.O. BOX 3035

PORTLAND, MAINE 04104

PHONE: (207) 797-7534

FAX: (207) 797-0973

June 3, 1998

City of Portland

Site Review Pre-application for a commercial structure.

Location: Bell Street

Owners: Morrill Street Associates, Malcolm and Patricia Brewer

91 Bell Street

Portland, Me 04103

Reference: Old N.T. Fox Lumber Yard

Morrill Street Associates is applying for a building permit to erect a 6,000 sq. ft. pre-engineered building at an estimated cost of \$250,000.00 as per the site plan. The following is the written statements required on page 1356 of the Portland Code.

1 - Commercial tenant fit up lease for the State of Maine Department of Environmental Protection.

Office and warehouse, with graded parking as required. Copies of the proposed office and warehouse fitups are enclosed.

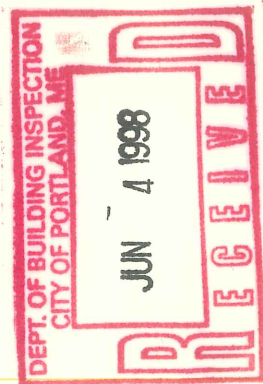
2 - Total lot size is 4.34 acres. Total square footage of the proposed building is 6,000 sq. ft. with an additional 5,000 sq. ft. of fenced off parking for 9 vehicles.

3 - There are no existing or proposed easements or additional burdens being placed on the property. It is now a vacant lot.

4 - The type and quantities of solid waste to be generated by the development would be the same as now being generated by the DEP at their Canco Rd location.

5 - The off site facilities are all located on Bell Street. The entrance to the property will be on Bell Street.

6 - Drainage and storm water management plan is described in the Standard Boundary Survey Bell Street, Portland, Me as developed by Titcomb Associates, Land Surveyors/Land Planners, Falmouth, Me. Copies attached.



7 - The construction plan sequence is included in the Standard Boundary Survey referenced in 6 above. Sewer, water and utilities will run into the proposed structure from Bell Street. A silt fence will be installed prior to the excavation of the foundation and will be maintained until completion. The approximate date of commencement is as soon as a permit is granted with substantial completion scheduled for August 1, 1998. The General Contractor is Alliance Construction of Scarborough, Me.

8 - None unless required for site plan approval.

9 - The financing for the project has been arranged through Peoples Heritage Bank. a copy of the commitment letter is enclosed.

10 - See attached correspondence from Peoples Heritage Bank.

11 - No unusual natural areas, wildlife or fisheries habitats exist on the property. There are no known archaeological sites on or near the property.

INTRODUCTION

I.

Morrill Street Associates are requesting a waiver of sidewalk and granite curb from Chapter 25 of the Municipal code for their property located at 91 Bell Street.

Morrill Street Associates are proposing to construct a 6,000 square foot office/warehouse building at 91 Bell Street for the State of Maine Department of Environmental Protection. The new building will be primarily a warehouse with a small office, for the Hazardous Waste Division of DEP. Staff is currently reviewing the application for the new office/warehouse building. Sidewalk and granite curb has been required as part of the administrative review of this site plan. The property is the old N.T. Fox Lumber Yard. The owner bought the property in 1996 and now leases it out to 11 small businesses. The request for waiver is included as Attachment 1. The site plan is included as Attachment 5.

95 notices were sent to area property owners.

II.

PROPOSED WAIVER REQUEST

The property, which is located on the corner of Bell Street and Morrill Street, has approximately 928 feet of street frontage. There is presently no granite curb or sidewalk on the site. The applicant feels that installing granite curb and sidewalk would be an unreasonable burden, first because of the expense to install granite curb and sidewalk, and secondly, there is no sidewalk or granite curb in this area of Bell Street.

A copy of Chapter 25 and the waiver criteria of sec. 14-506 are shown as Attachments 2 and 3.

The property totals 4.34 acres and is zoned I-L. Eleven small businesses are currently located on the site. Along Bell Street, the properties to the east are zoned I-L and the property on the west side are zoned I-L and B-2. The uses in the area consist of residential, commercial and industrial. Attachment 6 is a vicinity map.

There is existing granite curb and sidewalk on the northern side of Morrill Street, from Forest Avenue to the railroad tracks in front of the Maaco building.

Public Works has reviewed the request for granite curb and sidewalk and will support the request because granite curb and sidewalks are not prevalent in the vicinity of this site. A memo from Public Works is included as Attachment 4.

III. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #34-98, the Planning Board finds that:

- a. Extraordinary conditions do not exist (if yes, please specify those conditions); or
- b. Undue hardship will/will not result (if yes, please specify the hardship).

no sidewalk
excessive cost



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

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

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

MEMORANDUM

TO: Kandi Talbot, Planner

FROM: Jim Wendel, P.E., Development Review Coordinator

DATE: July 22, 1998

RE: Site Plan Review
Warehouse facility
Bell Street

Review of the site plan and the site has been completed. My comments are:

1. The site has no formal drainage system from the site. Their are no easy solutions. It is my opinion that filling of the ditch by the abutter has not significantly impacted this property. Otherwise the owner would have likely sued for damage to his property. Most of the site drains to this location and fills the trench. When enough volume of runoff fills the trench the flow drains into the abutters to the south and into the railroad property. There is no drainage infrastructure within the railroad other than a small shallow track side swale. From the railroad property it drains into a catch basin at the railroad crossing in Read Street which I believe is a combined system. When runoff leaves the site is unpredictable since it is dependent on the frequency and magnitude of a storm and how much infiltration and evaporation has occurred within the ponded ditch. Given the fact that the site for the new building has a compacted gravel and bituminous surface the proposed flow will not increase significantly. I see possibly two options; have the applicant make no drainage improvements and allow the slightly increased drainage flow to continue as existing; or require the design of a stormwater pump station connected into the combined system in Bell Street. This system would need to control the deposition of sand and silt into the station; also the design should be coordinated with Bill Goodwin. Since the system is likely combined in Bell Street and at the top of the combined system watershed he would likely have requirements on a flow rate from the station.
2. The floor plan for the building shows the vent for the gas fired furnace pointed to the abutter. This furnace is likely a large unit and the exhaust vent may generate an objectionable noise to the abutter which is the business offices of a contractor. Further, since the building is essentially on the property line the vent may extend into the abutter's property.

3. With regard to the curb and sidewalk requirement, the only catch basin is at the corner of Bell and Morrill Streets; consequently their is a need to install at a catch basin on Bell Street. Further their is a series of pines and a large mature tree along that side that would need to be removed to install the sidewalk. The pines currently act somewhat as a buffer to the homes across Bell Street.

Should you have any questions please call.

JN1350.10/disks/Bell

2057

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

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

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

Morrill St. Associates

Applicant 91 Bell Street

Applicants Mailing Address Malcolm R. Brewer

Consultant/Agent 797-7534 - 797-0973

Applicant/Agent Daytime telephone and FAX

Assessor's Reference, Chart, Block, Lot#

Proposed Development (Check all that apply) New Building Building Addition Change of Use Residential Office Retail Warehouse/Distribution Other(Specify)

Proposed Building Square Footage and /or # of Units 6,000 sq. Ft.

Acres of Site 4.34

Zoning I-2 Light Industrial

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
 - 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist.
- (Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

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

Signature of applicant Malcolm Brewer
Date: 6-1-98

Site Review Fee: \$300.00

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

MORRILL STREET ASSOCIATES

P.O. BOX 3035

PORTLAND, MAINE 04104

PHONE: (207) 797-7534

FAX: (207) 797-0973

June 3, 1998

City of Portland

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Owners: Morrill Street Associates, Malcolm and Patricia Brewer

91 Bell Street

Portland, Me 04103

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Protection.

Office and warehouse, with graded parking as required. Copies of the proposed office and warehouse fitups are enclosed.

2 - Total lot size is 4.34 acres. Total square footage of the proposed building is 6,000 sq. ft. with an additional 5,000 sq. ft. of fenced off parking for 9 vehicles.

3 - There are no existing or proposed easements or additional burdens being placed on the property. It is now a vacant lot.

4 - The type and quantities of solid waste to be generated by the development would be the same as now being generated by the DEP at their Canco Rd location.

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10 - See attached correspondence from Peoples Heritage Bank.

11 - No unusual natural areas, wildlife or fisheries habitats exist on the property. There are no known archaeological sites on or near the property.

From: Marge Schmuckal
To: Kandi Talbot
Date: Thu, Jun 11, 1998 11:46 am
Subject: Bell St. Warehouse proposal

Kandi, I did a quick parking check and they are only required to have 7 parking spaces. They are showing 9 open spaces up front and a fenced in parking area out back. I am still very curious about the items being stored in this warehouse for DEP. I noticed a decontamination room. What are they getting decontaminated from? Is this nuclear waste, high hazard waste?

Spilled gasoline

Garage Floor

equipment
Vehicle - pump
locked in

From: Marge Schmuckal
To: ALEX JAEGERMAN, Kandi Talbot
Date: Fri, Jun 12, 1998 10:40 am
Subject: Re: rusty brewer 797-7534 -Reply

Alex, This guy is thinking about llb zone change which would not require setbacks. However, he must apply for that lengthy process. The Board of Appeals is out. They would never get an appeal for it, esp. with a new structure. The Board thinks there is no excuse not to meet the requirements.

>>> ALEX JAEGERMAN 06/11 2:31 PM >>>

This is the applicant for the DEP facility on Bell St. I mentioned the rear setback requirement. Can you call him for further follow up on the plan? I don't believe he has applied for a permit yet. He might try to appeal the setback. Marge, could he attempt a practical difficulties variance? He said he spoke to you previously and there was some relief you thought possible. I tried not to encourage him unrealistically.

Alex.

>>> Jennifer Dorr 06/08 2:12 pm >>>
re: site eval for Morrill Street Associates

The Loan shall bear interest at a fixed rate of 8.75% for 5 years. Upon expiration of the initial fixed rate period the interest rate on the Loan will be renewed for another fixed rate term of five years at the then current cost of borrowing from the Federal Home Loan Bank plus two and three quarters percent (2.75%).

INTEREST RATE:

The term of the Loan is ten years, a construction period of 6 months, and a permanent loan period of nine years and 6 months with amortization based on a fifteen year schedule.

TERM:

\$ 250,000

AMOUNT:

The proceeds of the Loan will be used by Borrower to construct on the land situated at 71 Bell Street, Portland, Maine. The land and the improvements are hereinafter collectively referred to as the "Project".

PURPOSE:

Malcolm Brewer, Patricia Brewer, and M.R. Brewer Fine Woodworking, Inc.

GUARANTOR:

Morrill Street Associates

BORROWER:

Peoples Heritage Bank ("Bank") is pleased to advise you of its commitment to make a loan (the "Loan") on the following terms and conditions:

Dear Rusty:

Malcolm Brewer
PO Box 10958
Portland, ME 04104

May 12, 1998

Peoples Heritage Bank
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
1-803-462-3666
Tel: 207-761-8500



At closing, Bank may require that Borrower establish a tax [and insurance] escrow account for the purpose of funding upcoming tax [and insurance premium] payments. Such an account shall be established and maintained pursuant to a Tax and Insurance Escrow Agreement satisfactory to Bank. Likewise, the Mortgage[s] shall provide that Bank may require the maintenance of a tax [and insurance] escrow account so that such

A first priority mortgage on the project

SECURITY:

Collateral for the Loan shall consist of the following:

LATE CHARGE:

Borrower shall pay to Bank a late charge of six percent (6%) of any scheduled payment of principal and/or interest which is not paid within fifteen (15) days of the date when due.

PREPAYMENT:

This Note is subject to a prepayment premium in the event of an unscheduled payment of principal (including a payment of principal following acceleration due to a default hereunder) according to the following schedule: The premium shall equal five percent (5%) of the prepaid principal during the first year of the term of this Note; four percent (4%) of the prepaid principal during the second year of the term of this Note; three percent (3%) of the prepaid principal during third year of the term of this Note; two percent (2%) of the prepaid principal during the fourth year of the term of this Note and one percent (1%) during the fifth year and thereafter until maturity.

PAYMENT:

Payments of interest only shall be due monthly commencing one month after closing for six month. Commencing with the seventh payment, regular monthly payments of principal and interest shall be due. Any unpaid principal and accrued interest shall be due and payable at maturity.

DEFAULT INTEREST RATE. Bank shall have the right to charge interest, payable on demand, on the unpaid principal balance of the Loan at an interest rate of three percent (3%) per annum in excess of the rate of interest otherwise payable as provided herein, for any period during which the Borrower shall be in default under any document governing or securing the Loan.

All interest hereunder shall be computed on the basis of the actual number of days elapsed over a 360-day year.

The Required Leases must in all respects be in form and substance satisfactory to Bank and Bank's counsel. Bank shall require that any or all of the leases affecting the Project be made subject and subordinate to the lien of Bank's mortgage. The Bank shall also have the right to require that any tenants execute a Subordination, Nondisturbance and Attornment Agreement.

Tenant: The Department of Environmental Protection
Square Feet: 6,000
Term: 10 years
Rent: \$8.50 per Square Foot NNN

Prior to Loan closing, Borrower shall have entered into leases of the Project (the "Required Leases") with the following tenants and containing the following minimum terms:

REQUIRED LEASE(S):

GUARANTY: Malcolm Brewer, Patricia Brewer and M.R. Brewer Fine Woodworking, Inc. shall unconditionally, jointly and severally guarantee the payment and performance of all obligations of Borrower under the Loan documents.

The loan will be cross-defaulted with all other existing loans of Borrower with Bank.

An assignment of all plans, specifications, documents, approvals, licenses and permits necessary for the construction, use and operation of the Project and any additional property which is to serve as collateral for the Loan.
An assignment of all contracts and agreements between Borrower and its general contractor, subcontractors, architects, engineers and other such contracting parties along with a consent of all contracting parties to such assignment.

A first priority security interest in personal property, fixtures, furnishings and equipment necessary for operation of the Project and any additional property which is collateral for the Loan.
A first priority assignment of leases and rentals, and of all income realized under the leases. All leases shall be subordinate to Bank's mortgage, and shall be subject to Bank's review and acceptance.

accounts may be established in the future, should Bank elect not to require the establishment of such accounts at closing.

TENANT ESTOPPEL CERTIFICATES:

Bank will be provided with current estoppel certificates or other like agreement signed by all tenants, acknowledging that the leases are in full force and effect, that the tenants are in occupancy, doing business and paying rent on a current basis with no rental offsets or claims, that there has been no prepayment of rent other than that provided for in the leases, and that there are no actions pending against any of the tenants under applicable bankruptcy laws.

CONSTRUCTION LOAN REQUIREMENTS:

The Loan proceeds shall be advanced under Bank's standard Construction Loan Agreement and in accordance with such other terms as Bank or its counsel shall require. To assist you in planning for the closing on this Loan, be advised that, among other things, the Bank will require the following:

A detailed budget for the cost of constructing the Project, together with copies of executed bids and contracts with the general contractor and any subcontractors or suppliers which must be approved by Bank.

Soil test reports conducted by an engineer acceptable to Bank, stating that the Land is suitable, without excessive work or modification, for the construction of the proposed Project.

A schedule of the estimated dates of commencement and completion of the construction of the Project, prepared by the general contractor and approved by Borrower.

Two complete sets of the final plans and specifications for the construction of the Project, together with a certificate from a qualified architect that the final plans and specifications were prepared in accordance with good architectural and engineering practices and comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations, including but not limited to those relating to zoning, building, fire prevention, health, safety, handicap access, historic preservation, wetlands and flood control.

Evidence satisfactory to Bank and Bank's counsel that all permits, licenses and approvals required for the construction and use of the Project under applicable laws, ordinances, codes, rules and regulations and under the terms of any restriction, easement or covenant affecting the Land have been obtained, together with a legal opinion to such effect from Borrower's counsel.

TITLE REQUIREMENTS:

Prior to Loan closing, Bank shall prepare an evaluation, reviewed and accepted by its appraisal department, stating that the Project, assuming completion of construction of the improvements, has a fair market value of at least \$768,000. In addition, Bank, at its option, shall have the right to obtain, at Borrower's expense, updated appraisals of the Project at any time during the term of the Loan. Such updated appraisals must be satisfactory to Bank in all respects.

APPRAISAL:

This commitment is subject to the Project's compliance with all applicable federal, state and local laws, regulations, and ordinances pertaining to, without limitation, land use, the environment and equal access to public accommodations. If required by Bank or its counsel, Borrower's counsel shall provide written opinions regarding these issues.

COMPLIANCE WITH LAW

At the time of Loan closing, Borrower will deposit with Bank funds in an amount equal to the difference between the amount of the Loan and total Project costs shown on the Project budget approved by Bank. Any required funds will be disbursed in the same manner as advances of the Loan and will be disbursed prior to any advances of the Loan. In addition, if Bank at any time determines, in its sole discretion, that the remaining undischursed portion of the Loan is or will be insufficient to pay for all Project costs, Borrower will, within five (5) days after written notice of such determination by Bank, deposit with Bank such funds as Bank may require, in an amount sufficient to remedy the condition described in such notice, and until so deposited Bank shall have no obligation to make any further advances of the Loan.

Inspection Fees:
Bank shall be paid an inspection fee of \$125 for each inspection made by Bank's inspection staff or independent inspector. Bank, or any of its officers or employees, or any inspector retained by Bank will not assume any obligations to Borrower or any other party concerning the quality of the construction of the Project as a result of any such inspection activities.

Guaranty of Completion. Malcolm and Patricia Brewer shall execute and deliver to Bank at closing an unconditional Guaranty of completion of construction of the Project, in accordance with the plans and specifications for the Project.

Borrower must complete the enclosed environmental questionnaire and return it to Bank upon acceptance of this commitment. If Bank, in its sole discretion, determines that the questionnaire reveals any condition which is unsatisfactory to Bank, then Bank shall have the right to terminate this commitment and shall have no obligation to make the Loan or shall have the right to require further assessment.

The Loan documents shall contain the agreement of Borrower and any Guarantor to indemnify and hold Bank harmless with respect to the release of any hazardous materials or waste and noncompliance with environmental laws, which agreement shall survive the repayment of the Loan and the exercise by Bank of any of its rights and remedies under the Mortgage

ENVIRONMENTAL:

Borrower shall provide to Bank prior to Loan closing a commitment for a mortgagee's title insurance policy with respect to the Project from a title insurer acceptable to Bank in the face amount of \$250,000 for a policy in standard ALTA form insuring Bank that Borrower holds marketable fee simple title and that the mortgage securing the Loan will create a valid, enforceable and first priority lien on Borrower's title to such property, [and a priority lien on such additional collateral], subject only to such exceptions as Bank may approve in writing. The policy shall further contain such endorsements or affirmative insurance as Bank in its discretion may require. The cost of the title insurance shall be paid by Borrower.

FINANCIAL STATEMENTS:
Annual

During the term of the Loan, Borrower and any Guarantor shall submit to Bank balance sheets and operating statements with respect to the Project and any additional property which is to serve as collateral for the Loan within one hundred twenty (120) days after the closing of Borrower's or Guarantor's fiscal year. Such information is to include the following:

Detailed personal financial statement of Borrower and any Guarantor signed by Borrower or any Guarantor.

Complete Federal income tax returns of Borrower and any Guarantor, including complete tax returns on any partnerships, corporations or other entities in which Borrower or any Guarantor has an interest.

The Loan documents shall provide that a failure to provide such information shall be a default under the Loan, and Borrower shall thereupon be obligated to pay interest at the Default Interest Rate.

INSURANCE:

Borrower shall obtain and maintain with respect to the Project and any additional property which is to serve as collateral for the Loan and its operations such insurance as Bank may require, including, during the course of construction of the Improvements:

"all risks" property insurance on the Project written on a builder's risk, completed value, non-reporting form and in compliance with any co-insurance clause;

flood insurance, if the Project is located in any federally designated "special hazard area";

general liability insurance and owner's contingent or protective liability insurance in an amount not less than \$2,000,000;

business interruption and loss of rents coverage from the date of closing.

The property and flood insurance policies shall name Bank as mortgagee and loss payee and shall be first payable in case of loss to Bank pursuant to standard non-contributory mortgage clauses and lender's loss payable endorsements. The liability insurance policies shall name Bank as an additional insured. For the

This commitment is conditioned upon the completeness and accuracy of the information contained in the financial statements, loan applications and all other documents submitted to Bank by or on behalf of Borrower, and upon the absence of any adverse change in the information as of the date of the Loan closing, and upon the absence of any omission from the documents of any fact relating to the Borrower, any Guarantor, the Project, the Loan

This commitment represents the entire agreement of the parties and supersedes all prior agreements with respect to the Loan.

The parties hereto agree that this commitment shall survive the Loan closing and that each of the obligations and undertakings of the Borrower hereunder shall continue until the entire Loan, together with interest and fees, is paid in full.

MISCELLANEOUS:

Borrower shall open and maintain with Bank during the term of the Loan a comprehensive deposit relationship with Bank.

DEPOSIT RELATIONSHIP:

Borrower shall provide to Bank at closing a legal opinion from counsel satisfactory to Bank with respect to Borrower, any Guarantor and/or their assets as Bank or its counsel shall require.

LEGAL OPINIONS:

Borrower and any Guarantor shall provide such evidence of its organization, existence, legal good standing, and authority to enter into the transaction contemplated by this commitment letter as may be required by Bank and its counsel.

AUTHORITY TO ACT:

All insurance referred to in this commitment shall be in such amounts and form, shall include such coverage, endorsements and deductibles, and shall be issued by such insurers as shall be approved by Bank, and shall provide for written notice to Bank at least thirty (30) days prior to notice of cancellation, nonrenewal, modification or expiration. Duplicate originals or certified copies of the insurance required by above, "all risk", (together with proof of payment of premiums) shall be delivered to Bank prior to the closing of the Loan.

purpose of insurance, the Bank shall be named as Peoples Heritage Bank its successors and assigns, ATMA, P.O. Box 9540, Portland, Maine 04112.

contemplated herein or the security for the Loan. Borrower shall furnish Bank promptly with any documentation reasonably requested hereunder.

The Loan shall be made without cost to Bank. Acceptance of this letter shall constitute your agreement to pay all fees, commissions, costs, charges, taxes and other expenses incurred by Bank in connection with this commitment and the making, administration or enforcement of the Loan, whether or not the Loan closes.

Bank shall not be required to pay any brokerage fees or commissions arising from the issuance of this letter or the making of the Loan and Borrower and any Guarantor agree to defend, indemnify, and hold Bank harmless from and against any and all costs, claims, liability, damages or expenses (including but not limited to reasonable attorneys' fees) in connection therewith.

All documents executed and delivered in connection with the closing of the Loan and all other material documents shall be in form and substance satisfactory to Bank's counsel. All other legal matters shall be to such counsel's satisfaction.

This commitment shall not be assigned by Borrower without the prior written consent of Bank.

The transactions contemplated by this letter shall be governed by the laws of the State of Maine.

Bank may terminate this commitment prior to the Loan closing if (a) Borrower or any Guarantor shall fail or refuse to comply with any of the terms and conditions set forth herein, (b) any adverse change in the opinion of Bank shall occur with respect to the Project, Borrower, any general partner of Borrower, any Guarantor, any permanent lender, or any other person or entity (including tenants) connected with the Loan or any collateral for the Loan or other source of repayment of the Loan at any time prior to the Loan closing, (c) any part of the Project shall have been taken in condemnation or other like proceeding, or any such proceeding is pending or threatened at the time of the Loan closing, or (d) Borrower, any general partner of Borrower, any Guarantor, any permanent lender, or any other person or entity (including tenants) connected with the Loan or any collateral for the Loan or other source of repayment of the Loan or any collateral for the Loan or other source of repayment shall be insolvent or involved as debtor in any arrangement, bankruptcy, reorganization or insolvency proceeding. In the event of such termination, Bank shall be entitled to collect and retain all commitment fees required herein of Borrower. Such termination shall become effective upon the mailing of notice to Borrower at the address of Borrower shown on this commitment.

Under Maine law, Bank is required to notify you of certain obligations you may have under Maine's tax withholding law, if you are acquiring real estate. The law provides that every buyer of real property located in Maine must withhold a withholding tax equal to 2-1/2% of the consideration. Such sum must be transmitted to the State Tax Assessor within 30 days of the date of the transfer of the real estate unless the State Tax Assessor authorizes the buyer to release the amount withheld, or a portion thereof, to the seller. Any buyer who fails to withhold the tax

This is notification to you that under Maine law, no promise, contract, or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodations for the repayment of a debt for more than \$250,000 may be enforced against Bank unless the promise, contract, or agreement is in writing and signed by Bank, nor can any change,

The terms of this commitment cannot be waived or modified except in writing and signed by the parties to this commitment.

BORROWER AND ALL GUARANTORS AGREE THAT ANY AND ALL DISPUTES OR CLAIMS OF BORROWER OR GUARANTORS AGAINST THE BANK OR ITS AGENTS ARISING OUT OF OR RELATING TO THIS COMMITMENT, THE LOAN, THE LOAN DOCUMENTS, ANY COLLATERAL SECURING THE LOAN OR THE CONDUCT OF THE BANK OR ITS AGENTS SHALL BE RESOLVED SOLELY BY MEANS OF BINDING ARBITRATION CONDUCTED IN PORTLAND, MAINE IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING COMMERCIAL ARBITRATION.

AS A FURTHER CONDITION OF THIS COMMITMENT, AND IN ORDER TO OBTAIN A PROMPT DETERMINATION OF RIGHTS AND REDUCE COSTS, THE BANK, BORROWER AND EACH GUARANTOR, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, VOLUNTARILY AND MUTUALLY WAIVE ANY AND ALL RIGHTS THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO THE LOAN OR ANY LOAN DOCUMENTS, THE COLLATERAL GIVEN AS SECURITY FOR THE LOAN, OR IN ANY WAY RELATED TO THE ADMINISTRATION OF THE LOAN OR THE EXERCISE OF RIGHTS OR REMEDIES RELATED THERETO.

The Bank will require evidence that there has been compliance with the foregoing tax withholding law at closing.

- (c) The total consideration for the real property is less than \$50,000.00.
- (b) The seller has or you have received from the State Tax Assessor a certificate stating that no tax is due on the gain from the transfer or that the seller has provided adequate security to cover the liability; or
- (a) The seller furnishes a certificate stating, under penalty of perjury, that as of the date of the transfer the seller is a resident of the State of Maine;

is personally liable therefor. A buyer will not be required to withhold the tax if any of the following applies:

forbearance or other accommodation relating to the Loan be enforced against Bank unless it is in writing and signed by Bank.

Unless this Loan is closed by May 30, 1998, this commitment will expire. Any extensions of this commitment will be at the sole option of Bank and must be in writing.

If these terms and conditions are satisfactory, please sign and return the enclosed copy of this letter to us not later than our close of business on Mat 20, 1998. Unless we receive a signed copy of this commitment, by that date, this commitment will expire.

Should you have any questions or comments, please do not hesitate to call.

Very truly yours,

PEOPLES HERITAGE BANK

Jonathan M. Campbell
Jonathan M. Campbell
Commercial Loan Officer

Accepted and agreed to this 2 day of June, 1998

BORROWER: MORRILL STREET ASSOCIATES

By: Malcolm Brewer
Its President

GUARANTORS:

M.R. Brewer Fine Woodworking, Inc.

By: Malcolm Brewer
Its President

Malcolm Brewer
Malcolm Brewer

Patricia Brewer
Patricia Brewer

4 of 7

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

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

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

| | |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant | Morrill St. Associates |
| Applicant's Mailing Address | 91 Bell Street |
| Applicant's Mailing Address | Malcolm R. Brewer |
| Consultant/Agent | 797-7534 - 797-0973 |
| Applicant/Agent Daytime telephone and FAX | |
| Assessor's Reference, Chart#, Block, Lot# | |
| Proposed Development (Check all that apply) | <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Office <input type="checkbox"/> Retail |
| Proposed Building Square Footage and/or # of Units | 6,000 sq. ft. |
| Acres of Site | 4.34 |
| Zoning | I-2 Light Industrial |

You must include the following with you application:
 1) A Copy of Your Deed or Purchase and Sale Agreement
 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist.
 (Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

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

| | |
|------------------------|----------------|
| Signature of applicant | Malcolm Brewer |
| Date: | 6-1-98 |

Site Review Fee: \$300.00

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

The Loan shall bear interest at a fixed rate of 8.75% for 5 years. Upon expiration of the initial fixed rate period the interest rate on the Loan will be renewed for another fixed rate term of five years at the then current cost of borrowing from the Federal Home Loan Bank plus two and three quarters percent (2.75%).

INTEREST RATE:

The term of the Loan is ten years, a construction period of 6 months, and a permanent loan period of nine years and 6 months with amortization based on a fifteen year schedule.

TERM:

\$ 250,000

AMOUNT:

The proceeds of the Loan will be used by Borrower to construct on the land situated at 71 Bell Street, Portland, Maine. The land and the improvements are hereinafter collectively referred to as the "Project".

PURPOSE:

Malcolm Brewer, Patricia Brewer, and M.R. Brewer Fine Woodworking, Inc.

GUARANTOR:

Morrill Street Associates

BORROWER:

Peoples Heritage Bank ("Bank") is pleased to advise you of its commitment to make a loan (the "Loan") on the following terms and conditions:

Dear Rusty:

Malcolm Brewer
PO Box 10958
Portland, ME 04104

May 12, 1998



Peoples Heritage Bank
One Portland Square
P.O. Box 9640
Portland, ME 04112-9640
1-800-462-3666
Tel: 207-761-8500

At closing, Bank may require that Borrower establish a tax [and insurance] escrow account for the purpose of funding upcoming tax [and insurance premium] payments. Such an account shall be established and maintained pursuant to a Tax and Insurance Escrow Agreement satisfactory to Bank. Likewise, the Mortgage[s] shall provide that Bank may require the maintenance of a tax [and insurance] escrow account so that such

A first priority mortgage on the project

SECURITY:

Collateral for the Loan shall consist of the following:

LATE CHARGE:

Borrower shall pay to Bank a late charge of six percent (6%) of any scheduled payment of principal and/or interest which is not paid within fifteen (15) days of the date when due.

PREPAYMENT:

This Note is subject to a prepayment premium in the event of an unscheduled payment of principal (including a payment of principal following acceleration due to a default hereunder) according to the following schedule: The premium shall equal five percent (5%) of the prepaid principal during the first year of the term of this Note; four percent (4%) of the prepaid principal during the second year of the term of this Note; three percent (3%) of the prepaid principal during third year of the term of this Note; two percent (2%) of the prepaid principal during the fourth year of the term of this Note and one percent (1%) during the fifth year and thereafter until maturity.

PAYMENT:

Payments of interest only shall be due monthly commencing one month after closing for six month. Commencing with the seventh payment, regular monthly payments of principal and interest shall be due. Any unpaid principal and accrued interest shall be due and payable at maturity.

DEFAULT INTEREST RATE. Bank shall have the right to charge interest, payable on demand, on the unpaid principal balance of the Loan at an interest rate of three percent (3%) per annum in excess of the rate of interest otherwise payable as provided herein, for any period during which the Borrower shall be in default under any document governing or securing the Loan.

All interest hereunder shall be computed on the basis of the actual number of days elapsed over a 360-day year.

The Required Leases must in all respects be in form and substance satisfactory to Bank and Bank's counsel. Bank shall require that any or all of the leases affecting the Project be made subject and subordinate to the lien of Bank's mortgage. The Bank shall also have the right to require that any tenants execute a Subordination, Nondisturbance and Attornment Agreement.

Tenant: The Department of Environmental Protection
Square Feet: 6,000
Term: 10 years
Rent: \$8.50 per Square Foot NNN

Prior to Loan closing, Borrower shall have entered into leases of the Project (the "Required Leases") with the following tenants and containing the following minimum terms:

REQUIRED LEASE(S):

Malcolm Brewer, Patricia Brewer and M.R. Brewer Fine Woodworking, Inc. shall unconditionally, jointly and severally guarantee the payment and performance of all obligations of Borrower under the Loan documents.

GUARANTY:

The loan will be cross-defaulted with all other existing loans of Borrower with Bank.

An assignment of all plans, specifications, documents, approvals, licenses and permits necessary for the construction, use and operation of the Project and any additional property which is to serve as collateral for the Loan.

An assignment of all contracts and agreements between Borrower and its general contractor, subcontractors, architects, engineers and other such contracting parties along with a consent of all contracting parties to such assignment.

A first priority assignment of leases and rentals, and of all income realized under the leases. All leases shall be subordinate to Bank's mortgage, and shall be subject to Bank's review and acceptance.

A first priority security interest in personal property, fixtures, furnishings and equipment necessary for operation of the Project and any additional property which is collateral for the Loan.

accounts may be established in the future, should Bank elect not to require the establishment of such accounts at closing.

TENANT ESTOPPEL CERTIFICATES:

Bank will be provided with current estoppel certificates or other like agreement signed by all tenants, acknowledging that the leases are in full force and effect, that the tenants are in occupancy, doing business and paying rent on a current basis with no rental offsets or claims, that there has been no prepayment of rent other than that provided for in the leases, and that there are no actions pending against any of the tenants under applicable bankruptcy laws.

CONSTRUCTION LOAN REQUIREMENTS:

The Loan proceeds shall be advanced under Bank's standard Construction Loan Agreement and in accordance with such other terms as Bank or its counsel shall require. To assist you in planning for the closing on this Loan, be advised that, among other things, the Bank will require the following:

A detailed budget for the cost of constructing the Project, together with copies of executed bids and contracts with the general contractor and any subcontractors or suppliers which must be approved by Bank.

Soil test reports conducted by an engineer acceptable to Bank, stating that the Land is suitable, without excessive work or modification, for the construction of the proposed Project.

A schedule of the estimated dates of commencement and completion of the construction of the Project, prepared by the general contractor and approved by Borrower.

Two complete sets of the final plans and specifications for the construction of the Project, together with a certificate from a qualified architect that the final plans and specifications were prepared in accordance with good architectural and engineering practices and comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations, including but not limited to those relating to zoning, building, fire prevention, health, safety, handicap access, historic preservation, wetlands and flood control.

Evidence satisfactory to Bank and Bank's counsel that all permits, licenses and approvals required for the construction and use of the Project under applicable laws, ordinances, codes, rules and regulations and under the terms of any restriction, easement or covenant affecting the Land have been obtained, together with a legal opinion to such effect from Borrower's counsel.

Guaranty of Completion. Malcolm and Patricia Brewer shall execute and deliver to Bank at closing an unconditional Guaranty of completion of construction of the Project, in accordance with the plans and specifications for the Project.

Inspection Fees:

Bank shall be paid an inspection fee of \$125 for each inspection made by Bank's inspection staff or independent inspector. Bank, or any of its officers or employees, or any inspector retained by Bank will not assume any obligations to Borrower or any other party concerning the quality of the construction of the Project as a result of any such inspection activities.

At the time of Loan closing, Borrower will deposit with Bank funds in an amount equal to the difference between the amount of the Loan and total Project costs shown on the Project budget approved by Bank. Any required funds will be disbursed in the same manner as advances of the Loan and will be disbursed prior to any advances of the Loan. In addition, if Bank at any time determines, in its sole discretion, that the remaining undisbursed portion of the Loan is or will be insufficient to pay for all Project costs, Borrower will, within five (5) days after written notice of such determination by Bank, deposit with Bank such funds as Bank may require, in an amount sufficient to remedy the condition described in such notice, and until so deposited Bank shall have no obligation to make any further advances of the Loan.

COMPLIANCE WITH LAW

This commitment is subject to the Project's compliance with all applicable federal, state and local laws, regulations, and ordinances pertaining to, without limitation, land use, the environment and equal access to public accommodations. If required by Bank or its counsel, Borrower's counsel shall provide written opinions regarding these issues.

APPRAISAL:

Prior to Loan closing, Bank shall prepare an evaluation, reviewed and accepted by its appraisal department, stating that the Project, assuming completion of construction of the improvements, has a fair market value of at least \$768,000. In addition, Bank, at its option, shall have the right to obtain, at Borrower's expense, updated appraisals of the Project at any time during the term of the Loan. Such updated appraisals must be satisfactory to Bank in all respects.

TITLE REQUIREMENTS:

Borrower shall provide to Bank prior to Loan closing a commitment for a mortgagee's title insurance policy with respect to the Project from a title insurer acceptable to Bank in the face amount of \$250,000 for a policy in standard ALTA form insuring Bank that Borrower holds marketable fee simple title and that the mortgage securing the Loan will create a valid, enforceable and first priority lien on Borrower's title to such property, [and a priority lien on such additional collateral], subject only to such exceptions as Bank may approve in writing. The policy shall further contain such endorsements or affirmative insurance as Bank in its discretion may require. The cost of the title insurance shall be paid by Borrower.

ENVIRONMENTAL:

Borrower must complete the enclosed environmental questionnaire and return it to Bank upon acceptance of this commitment. If Bank, in its sole discretion, determines that the questionnaire reveals any condition which is unsatisfactory to Bank, then Bank shall have the right to terminate this commitment and shall have no obligation to make the Loan or shall have the right to require further assessment.

The Loan documents shall contain the agreement of Borrower and any Guarantor to indemnify and hold Bank harmless with respect to the release of any hazardous materials or waste and noncompliance with environmental laws, which agreement shall survive the repayment of the Loan and the exercise by Bank of any of its rights and remedies under the Mortgage

FINANCIAL STATEMENTS:
Annual

During the term of the Loan, Borrower and any Guarantor shall submit to Bank balance sheets and operating statements with respect to the Project and any additional property which is to serve as collateral for the Loan within one hundred twenty (120) days after the closing of Borrower's or Guarantor's fiscal year. Such information is to include the following:

Detailed personal financial statement of Borrower and any Guarantor signed by Borrower or any Guarantor.

Complete Federal income tax returns of Borrower and any Guarantor, including complete tax returns on any partnerships, corporations or other entities in which Borrower or any Guarantor has an interest.

The Loan documents shall provide that a failure to provide such information shall be a default under the Loan, and Borrower shall thereupon be obligated to pay interest at the Default Interest Rate.

INSURANCE:

Borrower shall obtain and maintain with respect to the Project and any additional property which is to serve as collateral for the Loan and its operations such insurance as Bank may require, including, during the course of construction of the Improvements:

"all risks" property insurance on the Project written on a builder's risk, completed value, non-reporting form and in compliance with any co-insurance clause;

flood insurance, if the Project is located in any federally designated "special hazard area";

general liability insurance and owner's contingent or protective liability insurance in an amount not less than \$2,000,000;

business interruption and loss of rents coverage from the date of closing.

The property and flood insurance policies shall name Bank as mortgagee and loss payee and shall be first payable in case of loss to Bank pursuant to standard non-contributory mortgage clauses and lender's loss payable endorsements. The liability insurance policies shall name Bank as an additional insured. For the

purpose of insurance, the Bank shall be named as Peoples Heritage Bank its successors and assigns, ATMA, P.O. Box 9540, Portland, Maine 04112.

All insurance referred to in this commitment shall be in such amounts and form, shall include such coverage, endorsements and deductibles, and shall be issued by such insurers as shall be approved by Bank, and shall provide for written notice to Bank at least thirty (30) days prior to notice of cancellation, nonrenewal, modification or expiration. Duplicate originals or certified copies of the insurance required by above," all risk", (together with proof of payment of premiums) shall be delivered to Bank prior to the closing of the Loan.

AUTHORITY TO ACT:

Borrower and any Guarantor shall provide such evidence of its organization, existence, legal good standing, and authority to enter into the transaction contemplated by this commitment letter as may be required by Bank and its counsel.

LEGAL OPINIONS:

Borrower shall provide to Bank at closing a legal opinion from counsel satisfactory to Bank with respect to Borrower, any Guarantor and/or their assets as Bank or its counsel shall require.

DEPOSIT RELATIONSHIP:

Borrower shall open and maintain with Bank during the term of the Loan a comprehensive deposit relationship with Bank.

MISCELLANEOUS:

The parties hereto agree that this commitment shall survive the Loan closing and that each of the obligations and undertakings of the Borrower hereunder shall continue until the entire Loan, together with interest and fees, is paid in full.

This commitment represents the entire agreement of the parties and supersedes all prior agreements with respect to the Loan.

This commitment is conditioned upon the completeness and accuracy of the information contained in the financial statements, loan applications and all other documents submitted to Bank by or on behalf of Borrower, and upon the absence of any adverse change in the information as of the date of the Loan closing, and upon the absence of any omission from the documents of any fact relating to the Borrower, any Guarantor, the Project, the Loan

contemplated herein or the security for the Loan. Borrower shall furnish Bank promptly with any documentation reasonably requested hereunder.

The Loan shall be made without cost to Bank. Acceptance of this letter shall constitute your agreement to pay all fees, commissions, costs, charges, taxes and other expenses incurred by Bank in connection with this commitment and the making, administration or enforcement of the Loan, whether or not the Loan closes.

Bank shall not be required to pay any brokerage fees or commissions arising from the issuance of this letter or the making of the Loan and Borrower and any Guarantor agree to defend, indemnify, and hold Bank harmless from and against any and all costs, claims, liability, damages or expenses (including but not limited to reasonable attorneys' fees) in connection therewith.

All documents executed and delivered in connection with the closing of the Loan and all other material documents shall be in form and substance satisfactory to Bank's counsel. All other legal matters shall be to such counsel's satisfaction.

This commitment shall not be assigned by Borrower without the prior written consent of Bank.

The transactions contemplated by this letter shall be governed by the laws of the State of Maine.

Bank may terminate this commitment prior to the Loan closing if (a) Borrower or any Guarantor shall fail or refuse to comply with any of the terms and conditions set forth herein, (b) any

adverse change in the opinion of Bank shall occur with respect to the Project, Borrower, any general partner of Borrower, any Guarantor, any permanent lender, or any other person or entity (including tenants) connected with the Loan or any collateral for the Loan or any other source of

repayment of the Loan at any time prior to the Loan closing, (c) any part of the Project shall have been taken in condemnation or other like proceeding, or any such proceeding is pending or threatened at the time of the Loan closing, or (d) Borrower, any general partner of Borrower, any Guarantor, any permanent lender, or any other person or entity (including tenants) connected

with the Loan or any collateral for the Loan or other source of repayment shall be insolvent or involved as debtor in any arrangement, bankruptcy, reorganization or insolvency proceeding. In the event of such termination, Bank shall be entitled to collect and retain all commitment fees

required herein of Borrower. Such termination shall become effective upon the mailing of notice to Borrower at the address of Borrower shown on this commitment.

Under Maine law, Bank is required to notify you of certain obligations you may have under Maine's tax withholding law, if you are acquiring real estate. The law provides that every buyer of real property located in Maine must withhold a withholding tax equal to 2-1/2% of the consideration. Such sum must be transmitted to the State Tax Assessor within 30 days of the date of the transfer of the real estate unless the State Tax Assessor authorizes the buyer to release the amount withheld, or a portion thereof, to the seller. Any buyer who fails to withhold the tax

is personally liable therefor. A buyer will not be required to withhold the tax if any of the following applies:

- (a) The seller furnishes a certificate stating, under penalty of perjury, that as of the date of the transfer the seller is a resident of the State of Maine;
- (b) The seller has or you have received from the State Tax Assessor a certificate stating that no tax is due on the gain from the transfer or that the seller has provided adequate security to cover the liability; or
- (c) The total consideration for the real property is less than \$50,000.00.

The Bank will require evidence that there has been compliance with the foregoing tax withholding law at closing.

AS A FURTHER CONDITION OF THIS COMMITMENT, AND IN ORDER TO OBTAIN A PROMPT DETERMINATION OF RIGHTS AND REDUCE COSTS, THE BANK, BORROWER AND EACH GUARANTOR, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, VOLUNTARILY AND MUTUALLY WAIVE ANY AND ALL RIGHTS THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO THE LOAN OR ANY LOAN DOCUMENTS, THE COLLATERAL GIVEN AS SECURITY FOR THE LOAN, OR IN ANY WAY RELATED TO THE ADMINISTRATION OF THE LOAN OR THE EXERCISE OF RIGHTS OR REMEDIES RELATED THERETO.

BORROWER AND ALL GUARANTORS AGREE THAT ANY AND ALL DISPUTES OR CLAIMS OF BORROWER OR GUARANTORS AGAINST THE BANK OR ITS AGENTS ARISING OUT OF OR RELATING TO THIS COMMITMENT, THE LOAN, THE LOAN DOCUMENTS, ANY COLLATERAL SECURING THE LOAN OR THE CONDUCT OF THE BANK OR ITS AGENTS SHALL BE RESOLVED SOLELY BY MEANS OF BINDING ARBITRATION CONDUCTED IN PORTLAND, MAINE IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING COMMERCIAL ARBITRATION.

The terms of this commitment cannot be waived or modified except in writing and signed by the parties to this commitment.

This is notification to you that under Maine law, no promise, contract, or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodations for the repayment of a debt for more than \$250,000 may be enforced against Bank unless the promise, contract, or agreement is in writing and signed by Bank, nor can any change,

forbearance or other accommodation relating to the Loan be enforced against Bank unless it is in writing and signed by Bank.

Unless this Loan is closed by May 30, 1998, this commitment will expire. Any extensions of this commitment will be at the sole option of Bank and must be in writing.

If these terms and conditions are satisfactory, please sign and return the enclosed copy of this letter to us not later than our close of business on May 20, 1998. Unless we receive a signed copy of this commitment, by that date, this commitment will expire.

Should you have any questions or comments, please do not hesitate to call.

Very truly yours,

PEOPLES HERITAGE BANK
Jonathan M. Campbell
Commercial Loan Officer

Accepted and agreed to this 2 day of June, 1998

BORROWER: MORRILL STREET ASSOCIATES

By: Malcolm Brewer
Its President

GUARANTORS:

M.R. Brewer Fine Woodworking, Inc.

By: Malcolm Brewer
Its President

Malcolm Brewer
Malcolm Brewer

Patricia Brewer
Patricia Brewer

CITY OF PORTLAND
Planning and Urban Development Department
MEMORANDUM



TO: Code Enforcement
FROM: Jim Wendel, Development Review Coordinator
DATE: November 11, 1998
RE: Request for Certificate of Occupancy
69 Bell Street (150 B001)

On November 11, 1998, a site visit was made to review the completion of the requirements of the site plan approval dated July 31, 1998. My comments are:

1. Final landscaping has not been completed. This work shall be completed by May 30, 1999.
 2. The new chain link fence has not been installed and modifications to the existing gate have not been completed. Due to the steep slope abutting the rear and side edge of pavement in the rear of the building, the chain link fence should be installed ASAP for safety reasons.
 3. Final paving and striping has not been completed. This work should be completed by May 30, 1999.
 4. It was noticed that some of the base paving along the right side has not been completed; this may be due to the 6'-8' pines along the side property line. The pines were not shown on the site plan. The deletion of this paving will eliminate approximately three required parking spaces. Planning may require a revised site plan for approval with these parking spaces eliminated.
- It is my opinion that a temporary Certificate of Occupancy could be issued, when the applicant submits a letter noting when the fence will be installed and assuming Code Enforcement has no outstanding issues.

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

Morrill St Associates
Applicant
91 Bell St, Portland, ME
Applicant's Mailing Address
Malcolm R. Brewer
Consultant/Agent
797-7534
797-0973
Applicant or Agent Daytime Telephone, Fax
Assessor's Reference: Chart-Block-Lot
Proposed Development (check all that apply):
 New Building
 Building Addition
 Change Of Use
 Residential
 Warehouse/Distribution
 Parking Lot
 Other (specify)
 6000 Sq Ft
 Proposed Building square Feet or # of Units
 4.34 Acre
 Acreage of Site
 Zoning
 H-1
 Zoning
 61 Bell St
 Address of Proposed Site
 150 B001
 Project Name/Description
 Bell St
 Application Date
 6/4/98

Check Review Required:
 Site Plan (major/minor)
 Flood Hazard
 Zoning Conditional Use (ZBA/PB)
 Zoning Variance
 Shoreland
 Historic Preservation
 PAD Review
 14-403 Streets Review
 DEP Local Certification
 Other
 Fees Paid: Site Plan \$300.00 Subdivision \$195.00
 Engineer Review Date 7/29/98
Planning Approval Status:
 Approved w/Conditions See Attached
 Denied
 Reviewer Kandice Talbot
 OK to Issue Building Permit
 Approval Date 7/29/98 Approval Expiration 7/29/99 Extension to 8/4/98
 Attached Sheets

Performance Guarantee
 Required*
 Not Required
 * No building permit may be issued until a performance guarantee has been submitted as indicated below

| | | | | | | |
|------------------------------------|---------|----------------|------------|-------------------|--------|---------------------------------------------------------------|
| Performance Guarantee Accepted | 8/4/98 | date | \$5,500.00 | amount | 8/4/99 | expiration date |
| Inspection Fee Paid | 7/29/98 | date | \$300.00 | amount | | |
| Building Permit Issue | | date | | amount | | |
| Performance Guarantee Reduced | | date | | amount | | |
| Temporary Certificate of Occupancy | 11/9/98 | date | | remaining balance | | signature |
| | | | | | | <input checked="" type="checkbox"/> Conditions (See Attached) |
| Final Inspection | | date | | signature | | |
| Certificate Of Occupancy | | date | | signature | | |
| Performance Guarantee Released | 2/3/00 | date | | signature | | |
| Defect Guarantee Submitted | | date | | signature | | |
| Defect Guarantee Released | | submitted date | | amount | | expiration date |

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

Morrill St Associates

Applicant

91 Bell St, Portland, ME

Applicant's Mailing Address

Malcolm R. Brewer

Consultant/Agent

797-7534

797-0973

Applicant or Agent Daytime Telephone, Fax

Assessor's Reference: Chart-Block-Lot

150 B001

Address of Proposed Site

61 Bell St

Project Name/Description

Bell St

Application Date

6/4/98

Check Review Required:

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

DRC Approval Status:

Approved

Approved w/Conditions

see attache

Approval Date 7/27/98 Approval Expiration 7/27/99 Extension to Attached Additional Sheets

Condition Compliance Jim Wendel signature 8/4/98 date

Performance Guarantee Required Not Required

Performance Guarantee Accepted 8/4/98 date

\$5,500.00 amount

8/4/99 expiration date

Inspection Fee Paid 7/29/98 date

\$300.00 amount

expiration date

Building Permit

Performance Guarantee Reduced

remaining balance

signature

Temporary Certificate Of Occupancy 11/9/98 date

Conditions (See Attached)

Final Inspection

Certificate Of Occupancy

Performance Guarantee Released 2/3/00 date

Kandi Talbot signature

Defect Guarantee Submitted

submitted date

expiration date

Defect Guarantee Released

date

signature

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

ADDENDUM

| | | |
|--------------------------|-------------------------------------------|--|
| 6/4/98 | Application Date | |
| Bell St | Project Name/Description | |
| Bell St | Address of Proposed Site | |
| 150 B001 | Assessor's Reference: Chart-Block-Lot | |
| Morrill St Associates | Applicant | |
| 91 Bell St, Portland, ME | Applicant's Mailing Address | |
| Malcolm R. Brewer | Consultant/Agent | |
| 797-7534 | Applicant or Agent Daytime Telephone, Fax | |
| 797-0973 | | |

DRC Conditions of Approval

- if there is any future development on this site, the applicant shall submit a complete stormwater management plan.

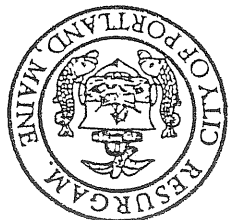
Planning Conditions of Approval

- that all exhaust vents shall be directed away from the residential uses on Adelaide Street.

Inspections Conditions of Approval

Fire Conditions of Approval

Application requires State Fire Marshal approval.



CITY OF PORTLAND
Planning and Urban Development Department
MEMORANDUM

TO: Duane Kline, Finance Department

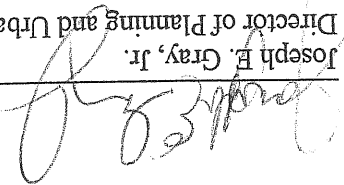
FROM: Joseph E. Gray, Jr., Director of Planning and Urban Development

DATE: February 3, 2000

SUBJECT: Release of Performance Guarantee
M.R. Brewer Fine Woodworking, 91 Bell Street

Please release Bond #BCP 1642515 for the MR Brewer site located at 91 Bell Street.

Approved:



Joseph E. Gray, Jr.
Director of Planning and Urban Development

cc: Kandi Talbot, Planner
Code Enforcement
Jim Wendel, Development Review Coordinator

December 29, 1999

Mr. Alex Yaegerman
City Hall
389 Congress Street
Portland ME 04101

RE: **M. R. Brewer Fine Woodworking
Site Bond #BCP 1642515 for
work at Brewer Site at 91 Bell Street**

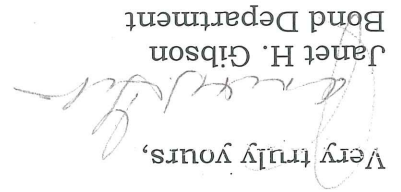
Dear Mr. Yaegerman:

Following up on our recent conversation reference the captioned bond. Brewer has not paid the outstanding renewal charges for the bond which we renewed effective July 29, 1999 when we did not receive a release from the City of Portland to allow cancellation of the coverage.

If this work has been completed to your satisfaction, and the bond is no longer required, please provide us with written release to allow cancellation and premium adjustment.

Any assistance you could offer at this time would be greatly appreciated.

Very truly yours,


Janet H. Gibson
Bond Department

DIARY: 01/12/00

cc: M. R. Brewer Fine Woodworking



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 61 Bell St 150-B-001

Date of Issue 13 November 1998

Issued to Morrill St Associates

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 980885, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

Office/Warehouse/Garage
Use Group: B1 Type: 2C
BOCA 96

Limiting Conditions:

Temporary certificate expired 30 May 1999. Bond NOT to be released until site improvements are completed.

Intent of mezzanine is not designed for storage

This certificate supercedes

certificate issued

Approved: 11-17-98

(Date)

Inspector

Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

Handwritten initials and signature

*1/26/2000
Please advise.
Thank you.*

December 29, 1999

Mr. Alex Yaegerman
City Hall
389 Congress Street
Portland ME 04101

RE: **M. R. Brewer Fine Woodworking**
Site Bond #BCP 1642515 for
work at Brewer Site at 91 Bell Street

Dear Mr. Yaegerman:

Following up on our recent conversation reference the captioned bond. Brewer has not paid the outstanding renewal charges for the bond which we renewed effective July 29, 1999 when we did not receive a release from the City of Portland to allow cancellation of the coverage.

If this work has been completed to your satisfaction, and the bond is no longer required, please provide us with written release to allow cancellation and premium adjustment.

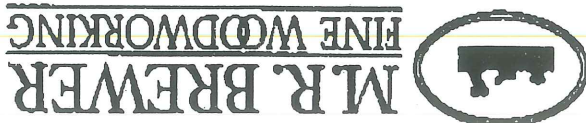
Any assistance you could offer at this time would be greatly appreciated.

Very truly yours,
Janet H. Gibson

Janet H. Gibson
Bond Department

DIARY: 01/12/00

cc: M. R. Brewer Fine Woodworking



Fax Transmittal

Please Deliver To: Tom Bier's brough
 Company: Code & Engraving
 Fax Number: 756-8217
 From: B.I.I.
 Company: M. R. Brewer Fine Woodworking
 Date: 11-12-98
 Pages including Cover Letter: _____
 Time: _____

Special Instructions / Comments

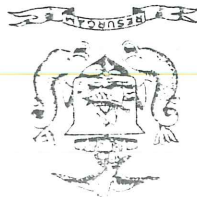
Tom.
 Check on the cost for 69 Bell St.
 Jim discussed the chain link fence at the
 start of the build. Burns Francis has scheduled
 the installation for the end of next week.
 They have already been paid up front for the
 job, but making for 11-30-98. Need to get
 the fence moved into the building.
 Can we pick up the cost of and hand
 deliver to them. Please call me.

Spencerby - M. R. Brewer

...Confidentiality Note...

This message is intended only for the individual or entity to which it is addressed and may contain information that is confidential and exempt from disclosure under law. Any dissemination, distribution or copying of this communication is strictly prohibited by anyone who is not the intended recipient. If you have received this communication in error, please notify M. R. Brewer immediately by phone. Thank-you

91 Bell Street, Portland, ME 04104
 Phone: 207-797-7534
 Fax: 207-797-0973



CITY OF PORTLAND

July 31, 1998

Malcolm R. Brewer
Morrill Street Associates
91 Bell Street
Portland, ME 04103

Re: 61 Bell Street, DEP Office/Warehouse Building

Dear Mr. Brewer:

On July 29, 1998 the Portland Planning Authority granted minor site plan approval for the 6,000 sq. ft. office/warehouse building located at 91 Bell Street with the following conditions:

- if there is any future development on this site, the applicant shall submit a complete stormwater management plan.
 - that all exhaust vents shall be directed away from the residential uses on Adelaide Street.
- The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

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

1. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. A one year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
2. A performance guarantee in a form acceptable to the City of Portland and an inspection fee equal to 1.7% of the performance guarantee will have to be posted before beginning any site construction or issuance of a building permit.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

O:\PLAND\DEVRE\WBELL91\APPR\VLTR.WPD

INSPECTION FEE (to be filled out by City)

A: 1.7% of totals:

or

B: Alternative Assessment:

Assessed by:

PUBLIC

883.11

PRIVATE

TOTAL

GRAND TOTAL:

TOTAL:

8. MISCELLANEOUS

breakdown of plant materials, quantities, and unit costs)

7. LANDSCAPING (attach

Item

Quantity

Unit Cost

Subtotal

Quantity

Unit Cost

Subtotal

PUBLIC

PRIVATE

EXISTING

RELOCATE

\$ 51,948

500-

**City of Portland, Maine
Planning Department**

FAX TRANSMISSION COVER SHEET

City Hall
389 Congress Street, 4th Floor
Portland, Maine 04101
Fax Number: 756-8258

TO: Jim Robbins
COMPANY: Public Works
FAX #: 874-8852
FROM: Kandi Talbot
OF PAGES: 3
DATE: July 29, 1998
RE: I am looking for a street address
for a new bldg on the old NTFox site. I
have cross-hatched the area where the
bldg will be on the attached map. It
is directly across from Adelaide St.
Thank you for your time.

If you do not receive all of the pages, please call 874-8721 or 874-8719.

61 Bell Street

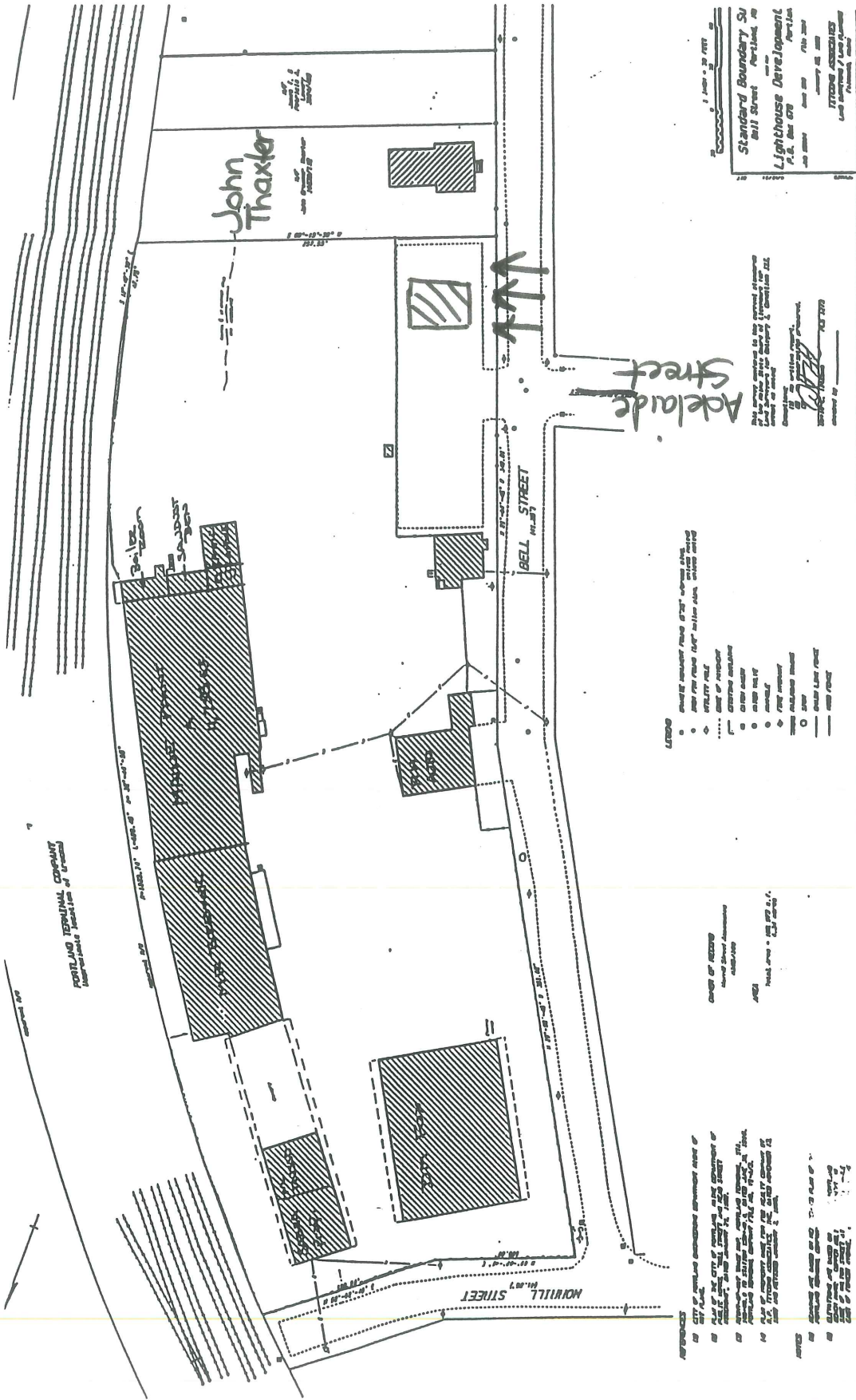
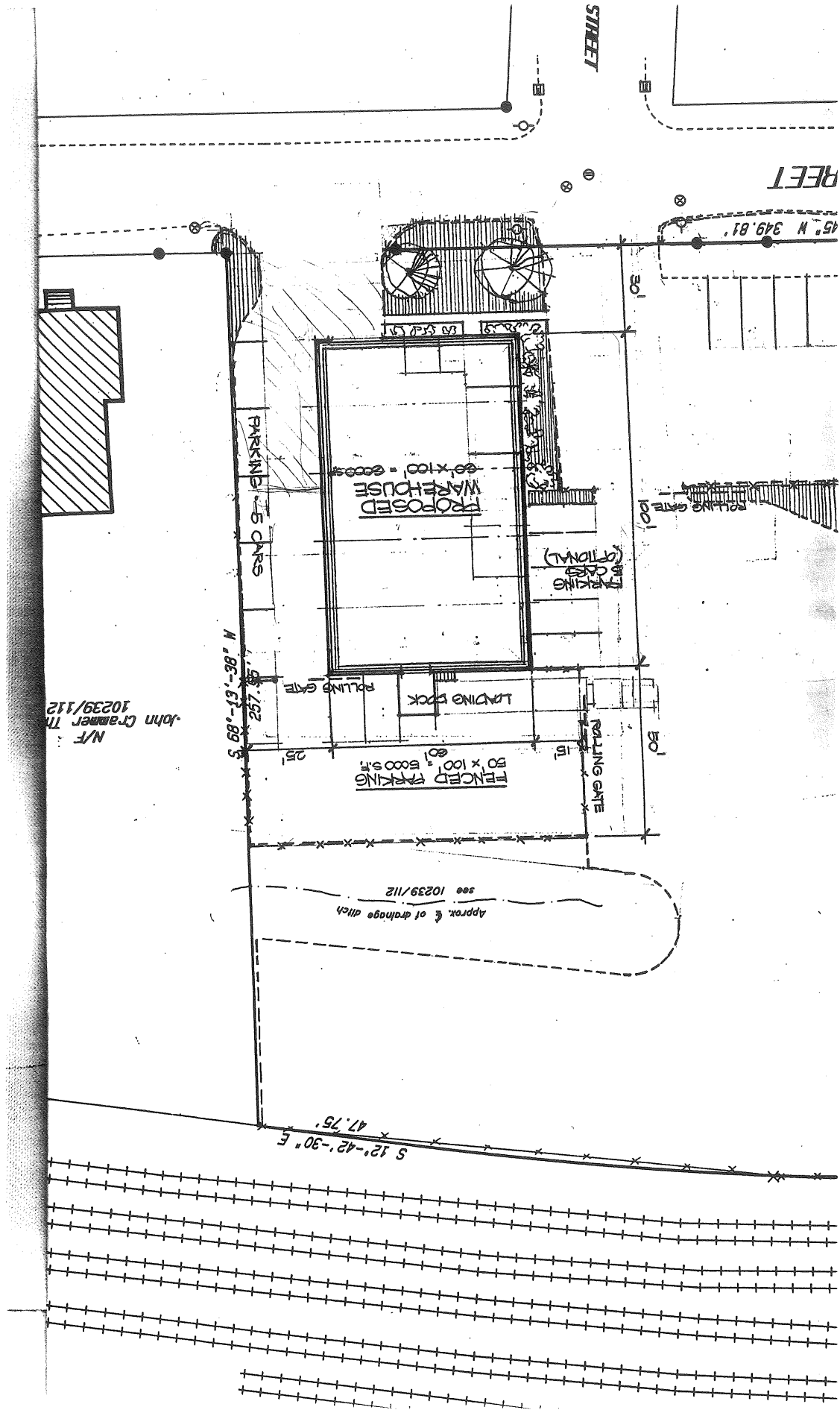


Exhibit A



N/F : John Cramer, TR 10239/112

Approx. E of drainage ditch see 10239/112

S 12°-42'-30" E 47.75'

N 86°-13'-38" E 257.85'

PROPOSED WAREHOUSE
60' x 100' = 6000 s.f.

FENCED PARKING
50' x 100' = 5000 s.f.

PARKING 5 CARS

OPTIONAL

LANDING DOCK

ROLLING GATE

ROLLING GATE

ROLLING GATE

STREET

REET

45° N 349.81'

City of Portland, Maine Planning Department

City Hall
389 Congress Street, 4th Floor
Portland, Maine 04101
Fax Number: 756-8258

FAX TRANSMISSION COVER SHEET

TO: Rusty Brewer
COMPANY: Merrill St. Associates
FAX #: 797-0973
FROM: Kandi Goulet
OF PAGES: 4
DATE: July 28, 1998
RE:

If you do not receive all of the pages, please call 874-8721 or 874-8719.

MORRILL STREET ASSOCIATES

P.O. BOX 3035

PORTLAND, MAINE 04104

PHONE: (207) 797-7534

FAX: (207) 797-0973

July 2, 1998

City of Portland
Dept of Urban Development
389 Congress Street
Portland, Maine 04101

Attn: Joseph E. Gray, Jr.

Dear Joseph:

Upon applying for a permit to erect a new building on my property located on Bell and Morrill Street, in Portland, I learned that it could be my responsibility to have granite curbing and sidewalks installed all along the property which happens to be 928' total.

I purchased this property in 1994 with a partner. In 1996 we bought out our partner and we are continually improving the property. I have spent close to \$150,000.00 from equity in our home and my woodworking business to put in new windows, new furnaces, new bathrooms, roots and misc. repairs.

This expense will some day be paid back but right now it is a hardship to us. The property was brought from no businesses to 11 different small businesses which provide dozens of full time jobs to local residents. Unfortunately we are in a zone where there are no funds to help us out other than a bank loan.

If I must place curbing and sidewalks at this time, approximately 928', the expense of tearing up the road and placing them will be to great for us to complete the project as planned. The new building is placed back on the property so that it will only impact a 30' opening for a driveway on Bell Street. Right now there is a fence lined with 20 trees (which would have to be cut down) all along the outside of the property. There are no curbing or sidewalks on our side of Bell Street and only 58' of curbing with no sidewalks on the opposite side. On Morrill Street there are only curbing and sidewalks in front of

Macco.

Attachment 1

1a

Your consideration to waive the curbing and sidewalks at this time would be greatly appreciated. We have been approved for a loan to erect the building and our lease with the tenant was negotiated on that basis. Again I would ask that you take a second look to see what would be fair

If at some time in the future they have an urban upgrade in the area, I will be glad to be a part of the improvements. Thank you in advance for your consideration.

Sincerely,

Malcolm R. Brewer
President*

Sec. 25-83. Numbers to be affixed; renumbered.

Unless exempted by order of the city council, each owner, occupant or tenant of any building, or portion thereof, fronting on any such street or way, shall affix or inscribe on such building, or portion thereof, the number assigned thereto in accordance with the plan, and the city council may, whenever it deems it necessary, cause any such street or way to be renumbered. The city manager or his or her designated representative is authorized to enforce the requirements of this article. (Code 1968, § 709.3; Ord. No. 605-82, 5-19-82)

Secs. 25-84-25-95. Reserved.

ARTICLE VI. SIDEWALK AND CURBING CONSTRUCTION AND MAINTENANCE

Sec. 25-96. Required for nonresidential development; exceptions.

Where a nonresidential development requiring site plan approval abuts any accepted street and a sidewalk with granite curbing satisfactory to the public works authority has not already been provided, a sidewalk constructed of bituminous concrete, portland cement concrete, brick or other paving material and granite curbing shall be provided along the entire street frontage of the lot. If either a sidewalk or curbing, but not both, shall exist at such location which is satisfactory to the public works authority, only a sidewalk or curbing, as the case may be, shall be provided. In either case, such sidewalk and curbing shall be constructed in accordance with the specifications and to the satisfaction of the public works authority at no cost to the city. In conjunction with site plan review, the planning board may waive or modify the requirements contained herein upon a like finding and on the same terms and conditions as set forth in section 14-506(b) of this Code. (Code 1968, § 705.1; Ord. No. 42-84, § 1, 6-18-84)

Sec. 25-97. May be required generally; apportionment of cost.

(a) Notwithstanding the provisions of section 25-96, the city council may at any time direct the construction of a sidewalk of bituminous concrete, Portland cement concrete, brick or other paving material or granite curbing, or both, along any accepted street in the city. Such sidewalk or curbing shall be constructed by the city and the cost thereof shall be borne by the city.

(b) Such improvements may be ordered by the council upon petition of an abutting landowner, and one-half of the cost thereof shall be assessed to such abutting landowner and shall be collected by the city in the manner provided in sections 25-102 and 25-103. (Code 1968, § 705.2; Ord. No. 30-75, § 1, 1-6-75)

Sec. 25-98. Reconstruction; apportionment of cost.

(a) The city council may at any time direct the reconstruction of any sidewalk or curbing which has been constructed along any accepted street by other than the city and which has not

(b) The term permanent marker is limited to the following: A granite monument for street monumentation and an iron pin or drill hole in ledge for property delineation, or as otherwise approved by the public works authority. No subdivision plan shall be recorded by the registry of deeds which has not been approved as required by this article. Approval for the purpose of recording shall appear in writing on the recording plat. No public utility, water district, sanitary district or any utility company of any kind shall install services to any lot in a subdivision which has not received planning board approval.

(c) Any person who sells, leases, develops or builds upon or conveys for consideration any land in a subdivision which has not been approved as required by this article shall be punished by a fine of not more than five hundred dollars (\$500.00) for each such occurrence. The city may institute proceedings to enjoin any violation of this section.

(Code 1968, § 603.15; Ord. No. 158-68, § 10, 5-6-68; Ord. No. 149-79, 6-6-79)

Sec. 14-505. Appeals.

An appeal from any final decision of the planning board regarding subdivision approval may be taken by the applicant or his authorized agent to superior court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

(Code 1968, § 603.16; Ord. No. 158-68, § 10, 5-6-68; Ord. No. 149-79, 6-6-79)

Sec. 14-506. Modifications.

(a) Except for the requirements set forth in sections 14-498 and 14-499 pertaining to the provision and construction of curbs and sidewalks, the planning board if it finds that extraordinary conditions exist or that undue hardship may result from strict compliance with these regulations may vary the regulations so that substantial justice may be done and the public interest secured; provided that such variation will not have the effect of nullifying the intent and purpose of the land development plan and the regulations of this article.

(b) Where the planning board finds that extraordinary conditions exist or that undue hardship may result from strict compliance with the requirements set forth in sections 14-498 and 14-499 pertaining to the provision and construction of curbs and sidewalks, it may vary the regulations so that substantial justice may be done and the public interest secured; provided that such variation will not have the effect of creating potentially hazardous vehicle and pedestrian conflict or nullifying the intent and purpose of the land development plan and the regulations of this article. For purposes of this subsection, the planning board may, but need not, consider such circumstances as where a street is a dead-end street, or where an alternative walking route is reasonably available, or where a street is scheduled for major reconstruction, or where the development of abutting land is substantially restricted.

(c) The standards and requirements of this article may be modified by the planning board in the case of a plan and program for a planned unit development which in the judgment of the planning board provides adequate public spaces and improvements for the circulation,

Sidewalks and granite curb is typically a requirement for the entire frontage of a development site. However, since there is no existing curb or sidewalk along all of Bell Street, Public Works will not make this a requirement of this development. Based on the size of this development, the requirement of curb and sidewalk would be an extreme financial limiting factor.

From: ANTHONY LOMBARDO
To: Kandi Talbot
Date: Fri, Jul 24, 1998 8:54 am
Subject: Bell Street Site Plan.....7/24/98

Attachment 4