

CBL:

152-B-1

FOLDER NAME:

Applications

file name:

PROJECT:

Monrill's Crossing

ADDRESS:

33 Allen Avenue

**JENSEN BAIRD
GARDNER HENRY**

Attorneys at Law

TEN FREE STREET
P.O. BOX 4510
PORTLAND, MAINE 04112-4510
(207) 775-7271 (Phone)
(207) 775-7935 (Fax)

www.jbgh.com

MERTON C. HENRY
WALTER E. WEBBER
JAMES E. KAPLAN
CRAIG E. FRANCIS
OF COUNSEL

RAYMOND E. JENSEN
(1908-2002)

KENNETH BAIRD
(1914-1987)

M. DONALD GARDNER
(1918-2008)

YORK COUNTY
OFFICE

11 MAIN STREET, SUITE 4
KENNEBUNK, MAINE 04043
(207) 985-4676 (Phone)
(207) 985-4932 (Fax)

KENNETH M. COLE III
NICHOLAS S. NADZO
FRANK H. FRYE
DAVID J. JONES
MICHAEL A. NELSON
RICHARD H. SPENCER, JR.
ALAN R. ATKINS
RONALD A. EPSTEIN
WILLIAM H. DALE
JOSEPH H. GROFF III
F. BRUCE SLEEPER
DEBORAH M. MANN

LESLIE E. LOWRY III
PATRICIA M. DUNN
MICHAEL J. QUINLAN
R. LEE IVY
FRANK K. N. CHOWDRY
NATALIE L. BURNS
SALLY J. DAGGETT
BRENDAN P. RIELLY
SUZANNE R. SCOTT
MARCIA G. CORRADINI
J. COLBY WALLACE
JASON W. GEORGITIS

December 16, 2005

Sarah Hopkins
City of Portland
Planning Department
389 Congress Street
Portland, Maine 04101

Re: Morrills Crossing

Dear Sarah:

Enclosed please find a signed copy of Packard Development's Application for Housing Replacement associated with the Morrills Crossing project.

Please give me a call if you have any questions. Thank you.

Sincerely,



Natalie L. Burns

NLB/lts
Enclosure
cc: Paul Cincotta

DRAFT

Preservation and Replacement Housing Application

Applicant: Morrills Corner, LLC
Address: c/o Packard Development, LLC, One Wells Avenue, Newton, MA
02459
Telephone Number: 617-965-1966

1. This application is for the following number of housing units proposed for elimination (enter number of units here): 5

2. Address(es) of housing unit(s) to be eliminated:

47 Allen Avenue (4 units)

41 Allen Avenue (1 unit)

(attached list if necessary)

3. Applicable Chart Block Lot number(s) of housing units to be eliminated:

435-G-21

435-G-22

(attach list if necessary)

4. For each housing unit(s) proposed for elimination, describe the characteristics of said unit(s) [14-483(f)(1)]:

floor area: 47 Allen Ave. -2,300; 41 Allen Avenue-1,700

number of bedrooms: 47 Allen-1 4-bedroom unit; 41 Allen-4 1 bedroom units

rent level: \$600 for 1-bedroom units; \$1200 for single-family

amenities: Off-street parking

lease length: Tenants-at-will

other: _____

5. Manner by which the housing unit(s) will be eliminated [14-483(c)]: (circle one or more)

- i. demolition
- ii. conversion of residential unit to nonresidential use
- iii. reduction/consolidation of housing unit within residential structure
- iv. other: explain

6. Are the housing units vacant? (Circle one)

Yes No

If yes, how many units are vacant? 2 (single-family and 1 1-bedroom unit)

If yes, how long has each been vacant? 1-bedroom unit-2 years; Single family-since 11/1/05

(attach list if necessary)

7. If the housing units are occupied, identify each tenant currently residing in the housing unit(s) to be eliminated (attach list if necessary) [14-483(0)(2)] and the amount of rent each tenant currently pays:

8. Is the reason for the elimination of housing units solely due to the placement of a surface parking lot [14-483(c)]? (Circle one)

Yes No

If no, please explain:

9. Have you, or anyone affiliated with you, eliminated housing units in the City of Portland since July 1, 2002 [14-483(c)]? (Circle one)

Yes No

If you answered yes, please identify the address(es) for all housing units which were eliminated, the date on which said units were eliminated, and the entity who eliminated the units:

Address: _____ Date: _____ Entity: _____

Address: _____ Date: _____ Entity: _____

Address: _____ Date: _____ Entity: _____

(continue on separate sheet if necessary)

10. To what use will the property containing the housing units be put after the units are eliminated [14-483(e)]? Please explain;

The units are being demolished as part of the Morrill's Crossing Development.
Replacement units will be provided as part of the development.

Has a site plan application for reuse of the property been submitted for Planning Board approval as a Conditional Use [14-483(e)]? (circle one)

Yes No

12. How do you intend to meet the requirements of §14-483(h) to replace the eliminated housing units?

i. create new housing units within the City of Portland at the following location(s) 33 Allen Avenue. Such units have not previously been on the market as housing units, nor have the units been subject to prior site plan approval by the City of Portland Planning Board. These replacement units have the following characteristics:

floor area: 700-900 square feet per unit; 8 1-bedroom units; 3 2-bedroom units

number of bedrooms: _____

rent level: TBD

amenities: Off-street parking; laundry facilities on same floor;

lease length: TBD

ii. the conversion of nonresidential building to residential uses at: _____

iii. the creation of new housing units at _____, under a plan which meets another important housing need within the City, as evidenced by its inclusion in the housing element of the Comprehensive Plan (please explain):

iv. housing created in advance of this application for demolition, conversion, elimination or consolidation at the site on which the housing units to be eliminated now sit and the Planning Authority approved such plan.

v. cash contribution to the City of Portland pursuant to §14-483(j).

13. Please complete the Affidavit required by §14-483 verifying that you have provided required notice to tenants of all housing units to be eliminated. (see attached)

Response: Notice will be provided to all tenants as required by §14-483(g), at least ninety days prior to the date that the tenants will be required to vacate the units; the applicant will file proof of service with the Planning Authority. Notice at this time would be premature since the project has not received approvals and even after approvals and the expiration of any appeal periods since construction would not start for several months.

I, Armen Aftandilian, Manager of Morrills Corner, LLC, the applicant for a permit allowing the elimination of housing units under Portland City Code 14-483, hereby certify that the foregoing is true to the best of my knowledge.

Date: 11/8/05

Signature: 

Print or Type Name: ARMEN AFTANDILIAN

**CONDITIONAL ZONE AGREEMENT
PACKARD DEVELOPMENT, LLC**

AGREEMENT made this 5th day of May, 2005 by **PACKARD DEVELOPMENT, LLC**, a Delaware limited liability company with a mailing address of One Wells Avenue, Newton, Massachusetts 02159, and its successors and assigns (hereinafter "**PACKARD**").

WITNESSETH

WHEREAS, PACKARD seeks to develop property located at and in the vicinity of 33 Allen Avenue in the City of Portland and identified on the City of Portland on the Assessor's maps at Map 435, Block G, Lots 10-12, 21, 22, and 26; Map 151A, Block A, Lots 12 and 13; Map 152, Block C, Lots 2 and 5; and Map 435, Block D, Lots 15, 16, 17 and 18 (hereinafter referred to as the "**PROPERTY**") (See Exhibit A); and

WHEREAS, PACKARD proposes to develop the **PROPERTY** as a mixed use development, including residential units, a community shopping center with a grocery store, other retail uses, restaurants, offices, and a boxing club/ gym facility; and

WHEREAS, the PROPERTY is currently located in three different zoning districts, R-5, B-2 and I-L; and

WHEREAS, the purpose of this contract rezoning is to provide for a mixed use development, including a community shopping center, residential units, offices and a boxing and fitness facility; and

WHEREAS, substantial public improvements will be required to support any redevelopment of the PROPERTY, including but not limited to traffic improvements in the Morrill's Corner area; and

WHEREAS, PACKARD has developed a traffic improvement plan, which plan has been reviewed by the **CITY**; and

WHEREAS, the Planning Board of the City of Portland, pursuant to 30-A § 4352(8) and Portland City Code §§ 14-60 to 14-62, and after notice and due deliberation thereon, recommended the rezoning of the PROPERTY, subject, however, to certain conditions; and

WHEREAS, the CITY by and through its City Council has determined that said rezoning is in the public interest and is pursuant to and consistent with the CITY'S comprehensive zoning ordinance, and that the rezoning will establish uses that are consistent with the uses in the original zoning districts; and

WHEREAS, the CITY has determined that the proposed development will be consistent with the CITY'S comprehensive zoning ordinance, and that it will prevent undue adverse environmental impacts,

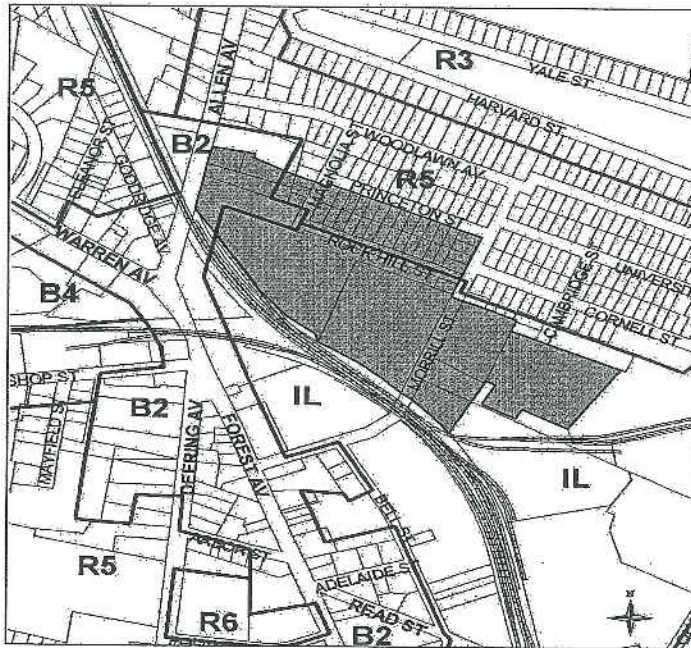
substantial diminution of the value or utility of neighboring structures, or significant hazards to the health or safety of neighboring residents by controlling noise levels, emissions, traffic, lighting, odors, and any other potential negative impacts of the proposal through the design and implementation of significant public traffic improvements, stormwater drainage improvements, landscaping and buffering; and

WHEREAS, the **CITY** has determined that because of the unusual nature and unique location of the proposed development and the need for significant public improvements it is necessary and appropriate to have imposed the following conditions and restrictions in order to ensure that the rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, on November 30, 2004, the **CITY** authorized amendment to its Zoning Map based upon the terms and conditions contained within this Agreement, which terms and conditions become part of the **CITY'S** zoning requirements; and

NOW, THEREFORE, in consideration of the rezoning, **PACKARD** covenants and agrees as follows:

1. Effective thirty days from the affirmative vote of the City Council on rezoning the **PROPERTY**, by Council Order No. 98-04/05, the City amends the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by § 14-49 of the Portland City Code, by adopting the map change amendment for the **PROPERTY** shown herein.



**Proposed Rezoning for Morrill's Corner
from IL, B2 and R5 to Conditional B2**

NO. 9. 3010000 Plan

Map prepared by the City of Portland's
Department of Planning & Development and the GIS Workgroup

June 2004

This conditional rezoning shall become null and void and the **PROPERTY** shall revert to the existing R-5, B-2 and I-L zones in the event that **PACKARD** fails to record deeds transferring title ownership or long-term leases from White Chapel, LLC; Paul G. and Jonathan White; the City of Portland, except as otherwise provided in Section 6.G of this Agreement; James E. Darling, Jr.; Madeline F. and Jack Adams; and Allen Avenue Plaza, LLC to **PACKARD** within one year from the date of the Council vote. This one-year period shall be extended up to an additional one year period if:

- a. **PACKARD** has applied for all required approvals but has not received all required approvals within the one-year period;
- b. Any other event beyond the control of **PACKARD** has occurred which will delay the closing on some or all of the parcels and **PACKARD** has notified the **CITY** of such event and the projected time period for resolution of the event.

If any required approval, including the approval of the conditional rezoning, has been appealed, then this conditional rezoning shall become null and void and shall revert if **PACKARD** fails to commence construction of Phase I within one (1) year from the final disposition of such appeal.

2. The following plans and documents are attached and incorporated into this

Agreement:

Exhibit A: **PARCEL**

Exhibit B: Site plan and signage plan

Exhibit C: Minimum off site traffic improvements

Exhibit D: Architectural renderings

Exhibit E: Phasing plan

Exhibit F: Potential lot divisions/long term leases

3. The **PROPERTY** shall be developed substantially in accordance with the Site Plan shown on Exhibit B (including the layout of the buildings, pedestrian and vehicular circulation plan, open space, drainage, and landscaping) and the architectural renderings shown on Exhibit D, provided, however, that each Phase, whether classified as a major or minor development, shall be subject to site plan review by the Planning Board, and if applicable, subdivision review by the Planning Board. Any site plan review applications shall fully comply with the Site Plan attached as Exhibit B, and the architectural renderings shown on Exhibit D, and the application requirements contained in article V (site plan) of the Land Use Code. The Planning Board may permit minor

deviations from the Site Plan, as long as the deviations are consistent with the purposes of this Agreement. The structure labeled "Existing Boxing/Proposed Expansion" in the northeasterly corner of Exhibit B shall be built with architecture similar to and compatible with that in Exhibit D for the other structures associated with this project.

4. The **CITY** shall not issue **PACKARD** any building permits for the project until **PACKARD** has 1) acquired the **PROPERTY** in accordance with the requirements of Section 1 of this Agreement and 2) has received all necessary federal, state and **CITY** permits.

5. *Permitted Uses.* **PACKARD** shall be authorized to establish and maintain the following uses on the **PROPERTY**:

a. Retail establishments, restaurants, business services and personal services, all as defined by Portland City Code § 14-47. Drive through restaurants, gasoline sales and major and minor service stations shall not be permitted on the site.

b. Professional and business offices occupying no more than 25,000 square feet.

c. Day care facilities and adult day care facilities.

d. Exercise and fitness centers, and health clubs, including but not limited to a boxing and fitness facility. Any boxing facility shall comply with the following restrictions:

1. Any event at a boxing club located on the **PROPERTY** with ticket sales or attendance numbers in excess of three hundred (300) hundred shall be limited to twelve (12) times per year; and
2. the days of the week such events may be held may be limited by the City, in its discretion, based on concerns of traffic conditions, other events around the City or any other reason deemed to negatively impact public health, welfare or safety; and
3. **PACKARD** shall notify the **CITY'S** parking division four (4) weeks in advance of such event.
4. **PACKARD** shall provide an annual parking management plan to handle the requirements for parking at said events.
5. **PACKARD** shall include in the annual parking management plan appropriate provisions for prohibiting parking on streets neighboring the property.

The initial plan shall be submitted for review as part of the site plan review for the boxing facility. The plan must include provisions for off site parking and shuttle bus transportation to the **PROPERTY**. Thereafter, the parking management plan shall be updated annually and shall be reviewed and approved on an annual basis by the City's Planning

Authority and Parking Division, in its discretion . In any case, parking for daily use and for normal boxing club events shall be met on site.

e. Dwellings, as specified herein:

1. There shall be no fewer than ten (10) apartments (which may be combined live/work spaces) located in the building delineated on the Site Plan as "Proposed Mixed Use: Office/Prof. Service/ Retail/ Residential and "Proposed Retail"). The same and their associated parking shall be built in Phase I of the project. These units may serve as the replacement units for housing units to be displaced by construction of Phase I of the development in accordance with the requirements of the City's Preservation and Replacement of Housing Units Ordinance, § 14-483 et seq. if approved by the City during site plan review. Replacement units shall be available for occupancy before a certificate of occupancy may be issued for the new construction on the original site.

2. There shall be no fewer than 18 or more than 24 townhouses located adjacent to Princeton Street and shown on Exhibit E as Phase II. The same and their associated parking shall be built in Phase II of the project. No temporary or permanent certificate of occupancy shall be granted for the grocery store building until all municipal approvals have been obtained for the Phase II townhouse development and a building permit has been issued for the first townhouse units. Building permits for at least 18 townhouses shall be obtained within 2 years of the commencement of construction of Phase II. **PACKARD** shall post a performance guarantee in the amount of \$50,000.00 per dwelling unit for the 18 townhouses required under this condition (hereinafter referred to as the "Housing Guarantee"), in a form acceptable to the **CITY**. The Housing Guarantee shall be reduced in amount for every six (6) townhouses built and certificates of occupancy issued for such units. In the event that **PACKARD** fails to complete any or all of the 18 required townhouses, the **CITY** shall have the right to all funds remaining in the Housing Guarantee at the time of default. The **CITY** may utilize the funds in the Housing Guarantee for any housing project or housing-related purpose that it deems appropriate. Notwithstanding any contrary provision of this Agreement, **PACKARD's** completion of the 18 townhouse unit development or the **CITY'S** call of the Housing Guarantee for any or all of the 18 required units shall satisfy **PACKARD's** obligations under this subsection to provide 18 dwelling units in Phase II. The Housing Guarantee shall be separate from the performance guarantee required for site improvements on the townhouse site.

3. **PACKARD** may also construct up to 24 additional units in the area designated on Exhibit B as "Area Reserved for Potential Residential Development" (hereinafter referred to as Phase III) subject to prior subdivision and site plan review. Such development shall comply with the

setback and height requirements established for the R-5 zoning district. Pending development of Phase III, the Area Reserved for Potential Residential Development shall be loamed and seeded as part of Phase I of the redevelopment of the site, as required by Section 6. Should **PACKARD** fail to develop or cause to be developed Phase III within seven (7) years after the date of issuance of the final certificate of occupancy for Phase I, **PACKARD** shall offer to sell and/or assign to the **CITY** **PACKARD'S** interest in the area labeled "Area Reserved for Potential Residential Development" for \$100, which offer must be accepted by the **CITY** within 60 days of its receipt. In the event that the **CITY** does not accept the offer within the 60 day period, **PACKARD** shall retain its interest in the Area Reserved for Potential Residential Development, subject to the limitations as set forth in this paragraph. Should the **CITY** accept **PACKARD'S** offer, its use of the property shall be limited to development of up to 24 units of housing, subject to subdivision and site plan review.

f. Accessory uses, including, but not limited to, public trails, parking facilities and structures, utility services, stormwater management systems, community meeting center, and site amenities. The uses listed in this subparagraph f shall be functionally related, physically oriented, and complementary to the principal uses of the site.

6. The uses on the **PROPERTY** will be within multiple buildings, which shall be constructed in phases as specifically set forth on Exhibit E. All sections of Phase I and Phase II are required to be developed. Phase II shall be constructed in accordance with the schedule requirements set forth in Paragraph 5.e.

The following improvements must be constructed during Phase I: no fewer than 10 housing units in compliance with Portland City Code § 14-483 et seq., minimum off-site traffic improvements as shown on Exhibit C, the trail network shown on Exhibit B and E (except for that area labeled "Proposed Pedestrian Way in Princeton Street Right of Way" which shall be constructed as part of Phase II), the construction of the multi-purpose field and the Area Reserved for Residential Development shall be loamed and seeded. No certificate of occupancy at this site will be issued for any purpose, unless and until such improvements are completed. Trails shall be constructed with bituminous surface or another surface approved by the City and complying with trail construction specifications of Portland Trails.

If the **PROPERTY** is constructed in Phases, in addition to the requirements contained in the Portland City Code, **PACKARD** nonetheless will be required at the outset to post a performance guarantee to cover all of the following improvements regardless of the Phase:

- Landscaping for approved portions of the plan and any temporary landscaping or screening determined necessary by the Planning Authority, in its discretion, to buffer the adjacent residential zone
- At minimum, the traffic improvements as shown on Exhibit C
- Trail amenities
- Stormwater system

7. *Development Standards.* All site plans in conformance with Exhibit B and Exhibit D (architectural renderings) may be approved by the Planning Board only if, in addition to the dimensional requirements of paragraph 9 and the applicable provisions of article IV (subdivisions) and article V (site plan), the development meets the following additional development standards:

a. *Landscaping:* Development proposals shall include a landscape program that is consistent with the landscaping plan shown on Exhibit B. All land areas not covered by structures, parking areas, bus facilities or circulation facilities shall be landscaped and maintained. In order to soften the visual impact of large expanses of pavement in parking lots, vegetation shall be planted or retained in islands or planting strips as shown on Exhibit B. Development proposals shall include appropriate fencing and/or berming and planting treatment of a dense and continuous nature in order to buffer parking lot visibility from adjacent properties.

b. *Vehicular access.* Vehicular access to the Phase I portion of the site shall be from the signalized access as shown on Exhibit B and shall be coordinated with other minimum off-site traffic improvements as shown on Exhibit C. A gated emergency access shall be provided at the terminus of Morrill Street as shown on Exhibit B. Vehicular access to Phase II shall be as shown on Exhibit B, with the location of the access to the Area Reserved for Potential Residential Development to be established during site plan and subdivision review of such development.

c. *Signs:* Development proposals shall identify all proposed signage. Building signage shall be designed in proportion and character with the building facades. A pylon sign including tenant signage shall be located as depicted on Exhibit B. All signs shall be constructed of permanent materials and shall be coordinated with the building and landscaping design through the use of appropriate materials and finishes. Signage for the development shall meet the standards established in Section 14-369 for multi-tenant lots in the B-2 zoning district, except as otherwise approved pursuant to Section 14-526(a)(23).

d. *Traffic improvements:* PACKARD shall be responsible for the design and installation of, at minimum, the off-site traffic improvements shown on Exhibit C, which improvements shall be made at PACKARD'S sole expense, following review and approval by the CITY. Such traffic improvements may include, but not be limited to, roadway widening, signal modifications, installation of a new traffic signal, provisions for bicycle facilities, bus stops, esplanades with street

trees, railroad preemption upgrades and pedestrian facilities (e.g. sidewalks, crosswalks). In addition, within twelve (12) months after issuance of the final certificate of occupancy for Phase I, **PACKARD** shall undertake a post-development traffic study of the unsignalized intersections identified within the scope of the MDOT traffic movement permit. In the event that this study demonstrates that the impact from traffic attributable to the development is materially different than what was approved as part of the project's MDOT traffic movement permit, the **CITY** may require **PACKARD** to fund mitigation measures to address those impacts, to the extent that such mitigation is technically and economically feasible. As well, the applicant shall be obligated to mitigate impacts created by the development, to the extent technically and economically feasible, which result in a degradation of traffic service at said intersections.

e. *Open space improvements:* In addition to the trail and other open space amenities delineated on Exhibit B, **PACKARD** shall be responsible for improving the parcel currently owned by the **CITY** and located in the vicinity of Cambridge Street (Tax Map 151A-A-13). **PACKARD** shall be responsible for the remediation of the site and for grading a level surface, installation of loam and seed or sod, installation of associated parking, creation of appropriate drainage, and installation of irrigation equipment appropriate to create a multi-purpose field. **PACKARD** shall also be responsible for providing those funds necessary to purchase the playground and similar equipment necessary to improve the multi purpose field to similar condition to the multi-purpose field similar to the **CITY'S** Fox Street multipurpose field as it exists as of June 8, 2004. **PACKARD** shall work with the **CITY'S** Department of Parks and Recreation in determining the design and construction standards for the multipurpose field. In the event that ownership of this parcel will remain with the **CITY** or will be reconveyed to the **CITY** after the completion of improvements **PACKARD** shall be granted or shall retain an easement for its stormwater facilities, which shall be located and incorporated on this site in a manner as to allow the construction and use of the multi-purpose field. The open space in this area shall remain accessible to the users of the **PROPERTY**, as well as the general public, by use of the walking trails and any other available access.

PACKARD shall deed to the **CITY** a public recreational easement on and over the "Recreation/Open Space" area, the "Proposed Walking Trail," the sidewalk traversing the site, as well as the "Proposed Pedestrian Way in Princeton Street Right of Way" as delineated on Exhibit B. **PACKARD** shall be responsible for installing the "Proposed Walking Trail" as part of Phase I, as shown on Exhibit B and E, of the development. **PACKARD** shall grant a public recreational easement to the **CITY** for the trail or other recreational improvements. **PACKARD** shall also be responsible for construction of the multi-purpose field as set forth above in Phase I unless, after **PACKARD** has expended all reasonable efforts, permitting by the Maine DEP is held up or delayed for any reason beyond the control of **PACKARD**. In such case, **PACKARD** shall have an additional

one (1) year from the issuance of required DEP permits in which to install the multipurpose field.

8. *Phasing:* **PACKARD** shall be authorized to develop the **PROPERTY** in multiple phases. These phases shall occur in accordance with the phasing plan attached hereto as Exhibit E. As specified in paragraphs 4 and 5, all sections of Phase I and Phase II are required to be developed. The Area Reserved for Future Residential Development shall be loamed and seeded or constructed for parking/green space as otherwise approved during site plan review.

9. *CSO contribution:* **PACKARD** shall be required to contribute up to \$100,000.00 to the **CITY'S** Fall Brook Combined Sewer Overflow project, as determined by Public Works Authority.

10. *Dimensional Requirements.* The dimensional standards established in Section 14-185 for the B-2 zoning district, as further modified by this Agreement or by Exhibit B, shall apply to the **PROPERTY** as a whole, and not additionally to individual lots (if any) within the **PROPERTY**. For purposes of front yard setbacks, the front yard for each office or retail building developed on the **PROPERTY** shall have as the front yard the area between the building and Allen Avenue. The potential lot divisions for residential development and areas to be subject to long-term ground leases are delineated on Exhibit F. These locations may be changed as part of the subdivision review process. Amendments to these locations, once approved, may occur after Planning Board review and approval of the proposed amendments.

11. **PACKARD**, and its successors and assigns shall maintain the **PROPERTY** and the perimeter of the **PROPERTY** in order to ensure litter and other garbage is not spread/ blown to adjacent properties/neighborhood. **PACKARD** shall provide to the **CITY** a Maintenance Agreement which, in the event **PACKARD** or its successor fails to maintain the **PROPERTY**, would give the **CITY** the right to enter the property for purposes of cleaning up litter and debris, and charge **PACKARD** for its costs. The Property Maintenance Agreement shall include a retrieval program for shopping carts that have been removed from the **PROPERTY**.

The provisions of this Agreement, including the permitted uses listed in paragraph 5, are intended to replace the uses and requirements of the existing R-5 and I-L zones and to limit and supplement the requirements of the existing B-2 zone as set forth in this Agreement, except that the conditional uses included within Portland City Code § 14-483 are specifically excluded.

The above stated restrictions, provisions, and conditions, including all Exhibits to this Agreement, are an essential part of the rezoning, shall run with the **PROPERTY**, shall bind and benefit **PACKARD**, any entity affiliated with **PACKARD** that takes title to the **PROPERTY**, their successors and assigns, and any party in possession or occupancy of said **PROPERTY** or any part thereof, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives.

PACKARD shall record a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the **PROPERTY**.

If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the development, use, and occupancy of the subject premises shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.

In the case of any issue related to the **PROPERTY** which is governed by this section, neither **PACKARD** nor its successors or assigns may seek relief which might otherwise be available to them from Portland's Board of Appeals by means of a variance, practical difficulty variance, interpretation appeal, miscellaneous appeal or any other relief which the Board would have jurisdiction to grant. Nothing herein, however, shall bar the issuance of stop work orders.

This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and City Ordinance. Following any determination of a zoning violation by the Court or the Zoning Administrator, the City Council, after recommendation of the Planning Board, may amend, modify or rescind its conditional rezoning of the site.

WITNESS:

[Handwritten Signature]

PACKARD DEVELOPMENT, LLC

By [Handwritten Signature]

Its: V.P.

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX, ss.

May 9, 2005

Personally appeared before me the above-named Armen Affamlikian in his/her capacity as Vice President, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of Packard Development, LLC.

Before me,

[Handwritten Signature: Paul J. Sutter Jr.]
Notary Public/Attorney at Law



PAUL J. SUTTER JR.

NOTARY PUBLIC

COMMONWEALTH of MASSACHUSETTS

MY COMMISSION EXPIRES

JANUARY 23, 2009



City of Portland, Maine
Department of Planning and Development
Street Vacation Application

Application ID: 971 **Application Date:** 05/31/2006 **CBL:** 152 B001001 **Property Location:** Rock Hill Street (a

Applicant Information:

SS Morrills, LLC

Name

c/o Packard Development, LLC

Business Name

One Wells Avenue

Address

Newton, MA 02459

City, State and Zip

617-965-1966 617-965-2519

Telephone

Fax

Applicant's Right, Title or Interest in Subject Property:

Current Zoning Designation: B2/IL

Existing Use of Property:

Proposed Use of Property:

Property Owner:

Allen Avenue Plaza, LLC

Name

33 Allen Avenue

Address

Portland, ME 04103

City, State and Zip

Telephone

Fax

Amendment A _____

Amendment B _____

Amendment C _____

Section 14: _____

Requested:

Planning Approval

REVIEW TYPE: Staff Review

RECOMMENDATION DATE: _____ **APPROVAL DATE:** _____ **ENACTMENT DATE:** _____



APPLICATION FOR STREET VACATION
 City of Portland, Maine
 Planning and Development Department
 Portland Planning Board

1. Applicant Information:

SS MORRILLS, LLC
 Name
c/o Packard Development, LLC
One Wells Avenue
 Address
Newton, MA 02459
617-965-1966 617-965-2519
 Phone Fax

2. Address of Street Vacation:

Rock Hill Street; portion
 Address
of Magnolia Street;
Maps 435 and 152-B
 Assessor's Reference (Chart-Block-Lot)

3. Property Owner: Applicant Other

See Exhibit B
 Name

 Address

 Phone Fax

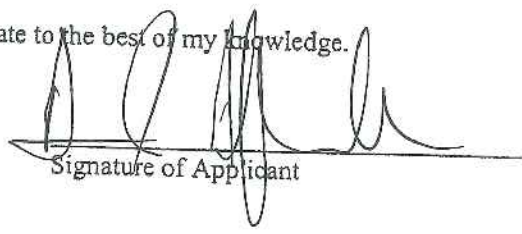
4. Application Fee: A fee for must be submitted by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Workshop and Public Hearing Notices as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

Street Vacation (\$2,000.00)
 Legal Advertisements percent of total bill
 Notices .55 cents each
 (Notices are sent for workshops and public hearings)

NOTE: Legal notices placed in the newspaper are required by State Statute and local ordinance. Applicants are billed directly by the newspaper for these notices.

5. Signature: The above information is true and accurate to the best of my knowledge.

MAY 26th 2006
Date of Filing


Signature of Applicant

WAIVER AND INDEMNIFICATION

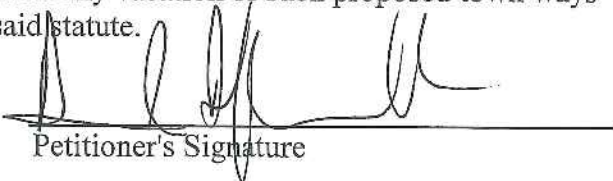
WHEREAS, SS Morrills, LLC of One Wells Avenue, Newton, Massachusetts 02459 has requested the City of Portland to vacate certain proposed town ways located in the Addition to Hawthorne Heights subdivision pursuant to 23 M.R.S.A. Section 3027 et seq.;

WHEREAS, the City of Portland as a condition precedent to any vacation of the proposed town way requires a waiver of any claims which SS Morrills, LLC may have against the City for such vacation, and further, requires indemnification against any claims of third persons arising out of or resulting from the vacation of said proposed town way;

NOW THEREFORE, in consideration of the City of Portland vacating said proposed town way, SS Morrills, LLC for itself, its successors and assigns, agrees as follows:

1. SS Morrills, LLC hereby waives any claim for damages which it may now or hereafter have against the City of Portland arising out of or resulting from any vacation of such proposed town way by the City pursuant to 23 M.R.S.A. Section 3027 et seq.;
2. SS Morrills, LLC hereby agrees to indemnify and hold harmless the City of Portland against any claims by any third person against the City of Portland for damages arising out of or resulting from any vacation of such proposed town ways by the City of Portland pursuant to said statute.

Dated: MAY 26th 2006


Petitioner's Signature

ARMEN D AFTANDILIAN
Petitioner's Printed Name

MANAGER
Petitioner's Title

EXHIBIT A
LEGAL DESCRIPTION OF STREETS TO BE VACATED

Portion of Magnolia Street: That portion of Magnolia Street, so-called, as shown on Plan of Subdivision of Addition to Hawthorne Heights, said plan being recorded in the Cumberland County Registry of Deeds on May 18, 1923 in Plan Book 15, Page 19, which is bounded northwesterly by Lots 304-307 as shown on said Plan, southeasterly by Lots 265, 266, 289, 270 and Rock Hill Street as shown on said Plan, southwesterly by Maryland Street as shown on said Plan and northeasterly by the remaining portion of Magnolia Street as shown on said Plan at the extension of the northeasterly sideline of Lot 307.

Rock Hill Street: That portion of Rock Hill Street, so-called, as shown on Plan of Subdivision of Addition to Hawthorne Heights, said plan being recorded in the Cumberland County Registry of Deeds on May 18, 1923 in Plan Book 15, Page 19, which is bounded northwesterly by the southeasterly sideline of Magnolia Street, as hereinbefore described and shown on said Plan and southeasterly by the northwesterly sideline of Morrill Street as shown on said Plan, being the entire length of Rock Hill Street.

EXHIBIT B
LIST OF PROPERTY OWNERS AND MORTGAGEES

1. Allen Avenue Plaza, LLC
33 Allen Avenue
Portland, Maine

Mortgagees:

Gardiner Savings Institution, FSB
190 Water Street
Gardiner, Maine 04345

Peoples Heritage Bank (now TD Banknorth)
One Portland Square
P.O. Box 9540
Portland, Maine 04112-9540

2. City of Portland
389 Congress Street
Portland, Maine 04101
3. SS Morrills, LLC
c/o Packard Development, LLC
One Wells Avenue
Newton, Massachusetts 02459
4. White Dove Properties, LLC
33 Allen Avenue
Portland, Maine 04103

NOTICE OF PROPOSED STREET VACATION

A petition has been filed with the municipal officers of the City of Portland to vacate the following ways shown upon a subdivision plan named Plan of Subdivision of Extension of Hawthorne Heights, dated December 1921 and recorded in the Cumberland County Registry of Deeds, Plan Book 15, Page 19.

List of ways to be vacated:

1. Rock Hill Street.
2. Portion of Magnolia Street

If the municipal officers enter an order vacating these ways any person claiming an interest in these ways must, within one (1) year of the recording of the order, file a written claim thereof under oath in the Cumberland County Registry of Deeds and must, within one hundred eighty (180) days of the filing of the claim, commence an action in the Superior Court in Cumberland County in accordance with Maine Revised Statutes Title 23, Section 3027-A.

The City Council will hold a public hearing on the proposed vacations on _____ at _____ p.m. in the City Council Chambers, City Hall, 389 Congress Street, Portland.

PETITION FOR STREET VACATION

May 26, 2006

Sarah Hopkins, Development Review Manager
Portland City Hall
Planning Department, 4th Floor
389 Congress Street
Portland ME 04101

Dear Ms. Hopkins:

In accordance with 23 M.R.S.A. Section 3027(1), I hereby petition to have Rock Hill Street, so called and a portion of Magnolia Street, so called, both within the City of Portland, as more fully described on the attached Exhibit A, vacated by the City of Portland.

The streets were dedicated by the recording on May 18, 1923 of a Plan of Subdivision of Addition to Hawthorne Heights, in Plan Book 15, Page 19 of the Cumberland County Registry of Deeds. The streets were never accepted by the City and there are no utilities in the areas of the streets requested to be vacated.

I am also enclosing, as Exhibit B hereto, a list of the names and addresses of all property owners and mortgagees in the subdivision, as well as the standard waiver and indemnification agreement provided by your office. Also enclosed is the \$2000.00 application fee. Noticing of property owners, legal ad and mortgagees will be billed separately.


I hereby request that you take all further action necessary to complete vacating the above-described streets and that you inform me should it become necessary for me to provide you with any further information, or to take any further action. I understand that the matter will be brought up before the Planning Board for a recommendation to the City Council. Final action on the street vacations will be taken by the City Council.

Sincerely,

SS MORRILLS, LLC,
a Delaware limited liability company

by MORRILLS CORNER, LLC,
a Massachusetts limited liability company,
its Managing Member

By


Armen Aftandilian, its Manager



July 1, 2005

Vanasse Hangen Brustlin, Inc.

Ref: 07334.00

Sarah Hopkins
Development Review Manager
Portland Planning Department
389 Congress Street
Portland, Maine 04101

Re: Morrill's Crossing Site Plan Application

Dear Sarah:

On behalf of Morrills Corner, LLC, we are pleased to submit this application for Site Plan, Subdivision, Conditional Use, and Traffic Movement Permit for the Morrill's Crossing mixed use development on Allen Avenue. The City Council approved a conditional rezoning for the project site on November 30, 2004. At the same meeting the City Council approved the sale of two City-owned parcels to be utilized as part of the development site. The project consists of retail, office, restaurant, residential, and recreational uses, together with associated parking for the uses.

Attached is an original copy of the Site Plan Application (including supplemental information concerning the ownership of the development parcel and the assessor's information), the Site Plan Checklist, the application fee in the amount of \$5,675.00 and one set of 11 x 17 plans. Also attached are nine copies of the following:

1. The site plans.
2. The stormwater management report.
3. The application booklet with supporting materials, including:
 - A copy of this cover letter
 - A copy of the Site Plan Application (including supplemental information concerning the ownership of the development parcel and the assessor's information)
 - A copy of the Site Plan Checklist
 - The written statement required by Section 14-525(c)
 - Parking Management Plan
 - Copies of the architectural elevations

Sarah Hopkins
Project No.: 07334.00
June 30, 2005
Page 2

We look forward to working with you and the Planning Board again in the review of this project. Please call me if you have any questions or if you need additional information. Thank you.

Very truly yours,

VANASSE HANGEN BRUSTLIN, INC.



John M. Hession
Senior Project Manager



City of Portland Site Plan Application

If you or the property owner owe real estate taxes, personal property taxes or user charges on any property within the City of Portland, payment arrangements must be made before permit applications can be received by the Inspections Division.

Address of Proposed Development: 33 Allen Avenue		Zone: Morrill's Crossing Conditional	
Total Square Footage of Proposed Structure: 237,514		Square Footage of Lot: 881,895 (20.2 acres)	
Tax Assessor's Chart, Block & Lot: Chart# Block# Lot# See Attachment for list.		Property owner's mailing address: See Attachment for list	Telephone #:
Consultant/Agent, mailing address, phone # & contact person: John M. Hession Senior Project Manager Vanasse Hangen Brustlin, Inc. 101 Walnut Street P.O. Box 9151 Watertown, MA 02471-9151 617-924-1770		Applicant's name, mailing address, telephone #/Fax#/Pager#: Morrills Corner, LLC c/o Packard Development, LLC One Wells Avenue Newton, MA 04529 Attn: Paul Cincotta 617-965-1966 fax: 617-965-2519	Project name: Morrill's Crossing

ATTACHMENT TO MORRILL'S CROSSING SITE PLAN APPLICATION

1. Tax Assessor's Chart, Block and Lot information: 435-G-10-12, 21, 22, 26; 151A-A-12, 13; 152-C-2, 5; 435-D-15-18.

2. Names and addresses of current property owners:

- a. Allen Avenue Plaza, LLC
33 Allen Avenue
Portland, Maine 04103
- b. White Dove Properties, LLC
33 Allen Avenue
Portland, Maine 04103
- c. City of Portland
389 Congress Street
Portland, Maine 04101
- d. Paul G. White
c/o Paul G. White Tile Co., Inc.
50 Allen Avenue
Portland, Maine 04103
- e. Jonathan M. White
c/o Paul G. White Tile Co., Inc.
50 Allen Avenue
Portland, Maine 04103
- f. Madeline Adams and Jack Adams
2 Princeton Street
Portland, Maine 04103
- g. James Darling
84 Morrill Street
Portland, Maine 04103

Proposed Development (check all that apply)

- New Building Building Addition Change of Use Residential Office Retail
- Manufacturing Warehouse/Distribution Parking lot
- Subdivision (\$500.00) + amount of lots 7 (\$25.00 per lot) \$ 175 + major site plan fee if applicable
- Site Location of Development (\$3,000.00)
(except for residential projects which shall be \$200.00 per lot _____)
- Traffic Movement (\$1,000.00) Stormwater Quality (\$250.00)
- Section 14-403 Review (\$400.00 + \$25.00 per lot)
- Other _____

ALL APPLICATIONS

- Fee for Service Deposit (\$200.00)

Major Development (more than 10,000 sq. ft.)

- Under 50,000 sq. ft. (\$500.00)
- 50,000 - 100,000 sq. ft. (\$1,000.00)
- Parking Lots over 100 spaces (\$1,000.00)
- 100,000 - 200,000 sq. ft. (\$2,000.00)
- 200,000 - 300,000 sq. ft. (\$3,000.00)
- Over 300,000 sq. ft. (\$5,000.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

- Please see next page -

Minor Site Plan Review

Less than 10,000 sq. ft. (\$400.00)

After-the-fact Review (\$1,000.00 + applicable application fee)

Plan Amendments

Planning Staff Review (\$250.00)

Planning Board Review (\$500.00)

Who billing will be sent to: (Company, Contact Person, Address, Phone #)

Paul Cincotta, Project Manager
Packard Development, LLC
One Wells Avenue
Newton, , Ma 02459
617-965-1966

Submittals shall include (9) separate folded packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list
- d. 1 set of 11 x 17 plans

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)
ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process which is available on our web site: portlandmaine.gov

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

Signature of applicant: See Attached Page	Date:
---	-------

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

Who billing will be sent to: (Company, Contact Person, Address, Phone #)

Submittals shall include (9) separate folded packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)

ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process; copies are available at the counter at .50 per page (8.5 x11) you may also visit the web site: ci.portland.me.us chapter 14

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

Signature of applicant:



Date: 7/1/05

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

Development in Portland

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances: application fee; engineering fee; and inspection fee. Performance and defect guarantees are also required by ordinance to cover all site work proposed.

The **Application Fee** covers general planning and administrative processing costs, and is paid at the time of application.

The Planning Division is required to send notices to neighbors upon receipt of an application and prior to public meetings. The applicant will be billed for mailing and advertisement costs. Applicants for development will be charged an **Engineering Review Fee**. This fee is charged by the Planning Division for review of on-site improvements of a civil engineering nature, such as storm water management as well as the engineering analysis of related improvements within the public right-of-way, such as public streets and utility connections, as assessed by the Department of Public Works. The Engineering Review fee must be paid before a building permit can be issued. Monthly invoices are sent out by the Planning Division on a monthly basis to cover engineering costs.

A **Performance Guarantee** will be required following approval of development plans. This guarantee covers all required improvements within the public right-of-way, plus certain site improvements such as landscaping, paving, and drainage improvements. The Planning Division will provide a cost estimate form for figuring the amount of the performance guarantee, as well as sample form letters to be filled out by a financial institution.

An **Inspection Fee** must also be submitted to cover inspections to ensure that sites are developed in accordance with the approved plan. The inspection fee is 2.0% of the performance guarantee amount, or as assessed by the planning or public works engineer. The minimum inspection fee is \$300 for development, unless no site improvements are proposed. Public Works inspects work within the City right-of-way and Planning inspects work within the site including pipe-laying and connections. (The contractor must work with inspectors to coordinate timely inspections, and should provide adequate notice before inspections, especially in the case of final inspection.)

Upon completion of a development project, the performance guarantee is released, and a **Defect Guarantee** in the amount of 10% of the performance guarantee must be provided. The Defect Guarantee will be released after a year.

Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices. All fees shall be paid prior to the issuance of any building permit.

For more information on the fees or review process, please call the Planning Division at 874-8719 or 874-8721.

Neighborhood Meetings

In May of 2001, the Planning Board's review procedures were revised to improve neighborhood notification and encourage communication between applicants for development and neighborhood residents.

Neighborhood meetings, organized and hosted by the applicant, are now required for zone change proposals, subdivisions of 5 or more units/lots, and for any major site plan proposals only. Notification of the neighborhood meeting must be mailed to property owners within 500 ft. of the development parcel.

Scheduling of Neighborhood Meeting:

The neighborhood meeting must be held after the first Planning Board workshop but not less than seven (7) days prior to the Planning Board public hearing.

The meeting should be held in the evening, during the week, at a location in the neighborhood.

Upon request, the Planning Division will provide to the applicant mailing labels for the neighborhood meeting invitation. We require 48 hours notice to generate the mailing labels. A charge of \$1.00 per sheet of labels will be payable upon receipt of the labels.

Notice:

The applicant shall send notices to property owners within 500 ft. of the development site at least 7 days prior to the neighborhood meeting. Notice shall contain a brief description of the project, date, time and location of the neighborhood meeting.

Sign-up Sheets and Meeting Minutes:

At the meeting, the applicant shall circulate a sign-up sheet for those in attendance. The applicant shall also keep minutes of the meeting.

After holding the neighborhood meeting, the applicant shall submit the sign-up sheet and meeting minutes to the Planning Division. The meeting minutes and sign-up sheet will be attached to the Planning Board report. A public hearing will not be scheduled until the meeting minutes and sign-up sheet are submitted to the Planning Authority.

Please call the Planning Office (874-8719) if you have any questions.



City Of Portland Site Plan Checklist

Morrill's Crossing Allen Avenue, Portland

Project Name, Address of Project

Application Number

Submitted (X) & Date	Item	Required Information	Section 14-525 (b,c)
X	(1)	Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:	1
X	(2)	Name and address of applicant and name of proposed development	a
X	(3)	Scale and north points	b
X	(4)	Boundaries of the site	c
X	(5)	Total land area of site	d
X	(6)	Topography - existing and proposed (2 feet intervals or less)	e
X	(7)	Plans based on the boundary survey including:	2
X	(8)	Existing soil conditions	a
X	(9)	Location of water courses, marshes, rock outcroppings and wooded areas	b
X	(10)	Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used	c
X	(11)	Approx location of buildings or other structures on parcels abutting the site	d
X	(12)	Location of on-site waste receptacles	e
X	(13)	Public utilities	c
X	(14)	Water and sewer mains	e
X	(15)	Culverts, drains, existing and proposed, showing size and directions of flows	c
X	(16)	Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed	f
X	(17)	Location and dimensions of on-site pedestrian and vehicular access ways	
X	(18)	Parking areas	g
X	(19)	Loading facilities	g
X	(20)	Design of ingress and egress of vehicles to and from the site onto public streets	g
X	(21)	Curb and sidewalks	g
X	(22)	Landscape plan showing:	h
X	(23)	Location of existing proposed vegetation	h
X	(24)	Type of vegetation	h
X	(25)	Quantity of plantings	h
X	(26)	Size of proposed landscaping	h
X	(27)	Existing areas to be preserved	h
X	(28)	Preservation measures to be employed	h
X	(29)	Details of planting and preservation specifications	h
X	(30)	Location and dimensions of all fencing and screening	i
X	(31)	Location and intensity of outdoor lighting system	j
X	(32)	Location of fire hydrants, existing and proposed	k
X	(33)	Written statement	c
X	(34)	Description of proposed uses to be located on site	l
X	(35)	Quantity and type of residential, if any	l
X	(36)	Total land area of the site	b2
X	(37)	Total floor area and ground coverage of each proposed building and structure	b2
X	(38)	General summary of existing and proposed easements or other burdens	c3
X	(39)	Method of handling solid waste disposal	4
X	(40)	Applicant's evaluation of availability of off-site public facilities, including sewer, water and streets	5
X	(41)	Description of any problems of drainage or topography, or a representation that there are none	6
X	(42)	An estimate of the time period required for completion of the development	

<u> X </u>	(43)	A list of all state and federal regulatory approvals to which the development may be subject to	8
<u> NA </u>	(44)	The status of any pending applications	8
<u> X </u>	(45)	Anticipated timeframe for obtaining such permits	h8
<u> NA </u>	(46)	A letter of non jurisdiction	h8
<u> X </u>	(47)	Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved.	

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- drainage patterns and facilities;
- erosion and sedimentation controls to be used during construction;
- a parking and/or traffic study; and
- a noise study;
- an environmental impact study;
- a sun shadow study;
- a study of particulates and any other noxious emissions;
- a wind impact analysis.

Other comments:

 A Stormwater Management Report is included.

 Erosion and sedimentation controls to be used during construction are shown on the plans.

 A Special Boxing Event Parking Management Plan is included.

 A traffic study will be prepared as part of the Traffic Movement Permit application.

City of Portland Site Plan Application
Morrill's Crossing
Written Statements

- (1) *A description of the proposed uses to be located on the site, including quantity and type of residential units, if any;*

Morrill's Crossing is a mixed-use development which includes several proposed uses. The proposed uses include:

- Retail
- Restaurant
- Supermarket
- Boxing Club
- Recreation
- Office
- Residential

The residential component of the project includes three types:

- Eight one-bedroom and three 2-bedroom apartments located above Retail B
- Twenty two-bedroom townhomes and 2 existing single family homes to be renovated as single family detached condominiums, all located along the Princeton Street right-of-way
- Twelve one-bedroom apartments located adjacent to the boxing club and recreation field

- (2) *The total land area of the site and the total floor area and ground coverage of each proposed building and structure;*

The total land area of the site is 881,895 square feet or 20.2 acres. The total floor area of all the new buildings proposed is 237,514 square feet with a total ground coverage of 156,136 square feet. The above totals are presented for each proposed building in the table provided as Attachment A.

- (3) *General summary of existing and proposed easements or other burdens now existing or to be placed on the property;*

Easements exist on the parcels that comprise the development for the benefit of access, drainage and utilities. These easements will be maintained, relocated or extinguished as required by the development. The new lots will require that new easements also be created. Cross-easements will be created among the lots in the subdivision for utilities and drainage. There will also be reciprocal easements for access and parking. Easements will be granted to the City for the sidewalks and walking trail that form the loop system. There will either be an easement to the City for the recreational field or this area will be deeded to the City.

- (4) *The types and estimated quantities of solid waste to be generated by the development;*

The mixed-use development is expected to generate quantities of solid waste typical of retail, restaurant, supermarket, recreational, office, and residential uses. The supermarket will have a 35-yard container for recyclable materials (other than corrugated cardboard) and solid waste that will be replaced approximately every 7 to 10 days. The full container will be taken off-site by a carting contractor and recyclable materials will be sorted. The supermarket will also have a 50-yard container for corrugated cardboard. The container will be replaced every 2 to 3 days. The full container will be taken off-site by a carting contractor and the cardboard will be recycled.

It is estimated that the balance of the uses in the development combined will generate approximately an equivalent quantity of solid waste as the supermarket. The entire development will be serviced by private solid waste and recyclable material haulers.

- (5) *Evidence of the availability of off-site facilities including sewer, water and streets;*

Sewer: In a letter from the City of Portland Public Works Department, Attachment B, an existing eight-inch diameter sanitary sewer located in Cambridge Street has been identified as having adequate capacity to transport and the Portland Water District sewage treatment facility as having adequate capacity to treat the anticipated flows generated by the development.

Water: The Portland Water District has identified a twenty-inch main located in Allen Avenue and a six-inch main located in Morrill Street as points of connection. There are adequate flows and pressure to serve the development.

Streets: The development accesses Allen Avenue approximately 600 feet north of the Forest/Allen Intersection. Earlier traffic studies prepared as part of the conditional zone approval showed that with the mitigation proposed the public street system will provide adequate capacity for the development. A traffic movement permit is required for this project.

- (6) *A narrative describing the existing surface drainage on the site and a stormwater management plan indicating measures which will be taken to control stormwater runoff;*

A comprehensive Stormwater Management Plan has been prepared and is included as part of this application under separate cover.

- (7) *A construction plan outlining the anticipated sequence of construction of the major aspects of the proposed project, including without limitation roads, retention basins, sewer lines, seeding and other erosion control measures, and pollution abatement measures, and also setting forth the approximate dates for commencement and completion of the project;*

It is anticipated that the project will obtain all necessary permits to start construction in the late fall of 2005. The following is an outline of the major construction elements and their anticipated construction start and completion dates:

Construction Element	Dates
• Demolition and Site work	late '05 – late '06
• Supermarket, retail (including apartment above the retail), and townhomes	early '06 – late '06
• Boxing Club	summer '06 – fall '06
• Recreation field remediation and installation	late '05 – late '06
• Apartments	spring '06 – late '06
• Off-site traffic signal and roadway improvements (including design)	fall '05 – late '06

- (8) *A list of all state and federal regulatory approvals to which the development may be subject, the status of any pending applications and the anticipated time frame for obtaining such permits or that a determination of no jurisdiction from the agency will be requested;*

In addition to the permits applied for under this application, it is anticipated that the following additional applications for permits or approvals will be required:

- Site Location of Development
- Natural Resources Protection Act – Wetlands Permit
- Voluntary Response Action Program (VRAP)
- Maine Construction General Permit

It is also anticipated that these permits or approvals can be obtained within six months.

- (9) *Evidence of financial and technical capacity to undertake and complete the development including, but not limited to, a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved, if requested to do so;*

Morrills Comer, LLC/Packard Development, LLC is a real estate development company based in Newton, Massachusetts specializing in developing retail properties for major national tenants. Since Packard was

founded in 1990, they have developed approximately two million square feet of retail projects including Maine Crossing in South Portland. In addition, Packard has over one million square feet of additional retail projects in the permitting phase or construction including Pine Tree Plaza in Portland.

Also, Packard has secured Stop & Shop as the development's anchor tenant. Stop & Shop is the largest supermarket chain in New England and often develops many of their own stores. A letter from Stop & Shop and a letter from Citizens Bank indicating their financial commitment to the project are provided in Attachment C.

Packard and Stop & Shop have retained the services of the following consultants:

- Vanasse Hangen Brustlin, Inc. (civil, traffic, wetlands, landscape architecture)
- Port City Architecture (architecture)
- R.W. Gillespie & Associates, Inc. (geotechnical)
- St. Germain & Associates, Inc. (environmental)
- Gorrill – Palmer Consulting Engineers, Inc. (traffic)
- Jensen Baird Gardner & Henry (legal)

All of the project consultants have performed design and permitting for numerous land development projects in the State of Maine.

- (10) *Evidence of the applicant's title, right, or interest in the property, including without limitation deeds, leases, purchase options or any other documentation;*

The applicant has obtained title, right or interest in all of the properties included in the development parcel Documentation is included as Attachment D.

- (11) *A narrative describing any unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the project site and a description of the methods that will be used to protect such areas or sites*

No such areas are known. The applicant will contact the Maine Department of Inland Fisheries and Wildlife, the Maine Department of Conservation, and the State Historic Preservation Officer to confirm that no such areas exist.

- (12) *Where submission drawings are available in electronic form, the applicant shall submit any available electronic CADD.DXF files with final plans.*

At the appropriate time in the approval process, submission drawings can be submitted as CADD.DXF files.

- (13) *All new commercial property and industrial development shall include a narrative description of the estimated amount and type of recyclable material generated on-site; the location, size and type of containers providing outdoor storage of recyclable materials; the manner and methods of timely removal of recyclable materials generated on-site; and the screening and landscaping proposed to provide adequate buffering between the stored materials and remainder of site and neighboring properties. The applicant may provide any other information detailing its plan to address the temporary storage and timely removal of recyclables.*

In addition to the information presented in the response to (4), the following is a summary of the supermarket's recycling program:

- Corrugated Cardboard 100%recycled; represents approximately 52% of solid waste generated by store
- Metal Recycled on an as-needed basis; generate metal only on special occasions
- Plastic S & S Bags Containers are placed in the bottle redemption area for use by customers
- Bottles/Cans Contracted company picks up returns On an as-needed basis and transfers them to a qualified recycler
- Pallets Broken wood pallets are returned to pallet provider and used in new pallets when possible
- Renderings Rendering service for meat scraps, bones and expired cold cuts; kept in barrels in a refrigerated area
- Produce Waste Willing to give to local pig farmer if available; if not waste goes into compactor
- White Paper Not recycled due to nominal amounts (represents less than 0.5% of total recyclable items in the store)

The supermarket containers are sealed and accessed from an enclosed loading dock. There are pad locations identified on the site plans for solid waste and recyclable material containers. The pads are located adjacent to each of the other buildings within the development with the exception of the townhomes. Each townhome will have individual containers that will be placed out for pick up weekly. All of the pad locations are enclosed with a stockade fence and screened with landscape plantings.

**Attachment A:
Ground Coverage and
Total Floor Area Calculations**



Ground Coverage and Total Floor Area Calculations

Project: Morrill's Crossing
VHB Project #: 07334
Date: June 30, 2005

Buiding	Area (sf)
Retail A+B	
First Floor	19,147*
Second Floor (apartments)	12,186
Total	31,333
Bruno's Addition	
Kitchen Expansion	455*
Retail C	
Ground Floor	26,035*
Supermarket	
Ground Floor	65,821*
Mezzanine	5,624
Total	71,445
Retail D	
Ground Floor	18,000*
Townhomes	
First Floor (garage/utility)	12,596*
Second Floor	12,596
Third Floor	12,596
Total	37,788
Apartments	
First Floor	1664*
Second Floor	1,664
Total (3 bldgs)	9,984
Boxing Club	
First Floor	15,090*
Second Floor	11,922
Third Floor (office)	15,462
Total	42,474

Total New Floor Area	237,514
-----------------------------	----------------

*Total New Ground Coverage	156,136
-----------------------------------	----------------

**Attachment B:
Sewer Capacity Letter**



PORTLAND MAINE

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

Public Works Department
Michael J. Bobinsky, Director

28 April 2005

Mr. David Fenstermacher, P.E.,
Vanasse Hangen Brustlin, Incorporated,
Post Office Box: 9151,
Watertown, Massachusetts 02472

**RE: The Capacity to Handle the Anticipated Wastewater Flows, From "Morrill's crossing,"
33 Allen Avenue, A Proposed Retail, Residential, Boxing Club Project.**

Dear Mr. Fenstermacher:

The existing eight-inch diameter asbestos concrete sanitary sewer pipe, located in Cambridge Street, has adequate capacity to transport, while The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of 22,948 G.P.D., from the proposed retail, residential, boxing club project.

Anticipated Wastewater Flows from the Proposed Project:

1 Proposed 65,821 S.F. "Shop & Shop," Supermarket @ 0.1 G.P.D./S.F.	= 6,582 G.P.D.
6 Proposed 62,300 S.F. Miscellaneous Retail Units @ 0.1 G.P.D./S.F.	= 6,230 G.P.D.
30 Proposed Two Bedroom Units, @ 180 G.P.D./Unit	= 5,400 G.P.D.
1200 Proposed Boxing Club Spectators @ 3 G.P.D./Spectator	= 3,600 G.P.D.
50 Proposed Boxing Club Participants, @ 10 G.P.D./Participant	= 500 G.P.D.
5 Proposed Boxing Club Employees, @ 15 G.P.D./Employee	= 75 G.P.D.
561 Proposed Parking Spaces @ 1 G.P.D./Space	= 561 G.P.D.
Total Proposed Increase in Wastewater Flows for this Project	= 22,948 G.P.D.

The City combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and with the Maine D.E.P., requires C.S.O. abatement, as well as storm water mitigation, from all projects, in order to offset any increase in sanitary flows.

If The City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

Frank Brancely
Frank J. Brancely, B.A., and M.A.
Senior Engineering Technician

FJB

cc: Alexander Q. Jaegerman, Director, Department of Planning, and Urban Development, City of Portland
Sarah Hopkins, Senior Development Review Manager, Department of Planning, and Urban Development, City of Portland
Eric Labelle, P.E., City Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Jane Ward, Administrative Assistant, City of Portland
Desk file

**Attachment C:
Financial Commitment**



The Stop & Shop Supermarket Company LLC



July 1, 2005

City of Portland
Planning Board
389 Congress Street
Portland, ME 04101

Re: Morrill's Crossing

Dear Members of the Board:

This is to confirm that Stop & Shop has committed to working with Packard Development to develop and construct the Morrill's Crossing project in Portland, Maine. Stop & Shop is a subsidiary of Koninklijke Ahold N.V. (Ahold), which operates over 4,000 stores worldwide. Stop and Shop operates over 550 stores in the Northeast under the Stop and Shop and Giant logos. We typically construct projects with internal funds and have committed to Packard Development to provide funding for the Morrill's Crossing project. Given the size of our corporate assets, we have ample financial capability to construct the Morrill's Crossing project. Our financial statements can be found on-line.

Should you require any further information, please do not hesitate to contact me.

Sincerely,

Guy Stutz
Director of Real Estate
The Stop and Shop Supermarket Company

[Faint, illegible text]

Daniel R. Ouellette
Senior Vice President

Citizens Bank of Massachusetts
28 State Street
Boston, MA 02109
617 725-5602 FAX 617 725-5695
E-MAIL DANIEL.OUELLETTE@CITIZENSBANK.COM

July 5, 2005

Department of Planning & Development
City of Portland
City Hall
389 Congress Street
Portland, ME 04101

RE: Morrills Corner, Portland, Maine

To Whom It May Concern:

Citizens Bank has a strong interest in financing the proposed development of Morrills Corner Shopping Center on Allen Avenue in Portland, Maine.

Based on Packard Development's track record, Citizens Bank would very much like to be a part of the development team. We have provided financing for several other successful Packard projects, including the Maine Crossing project located in South Portland and most recently the Fine Tree Shopping project in Portland.

Please do not hesitate to contact me if I can be of any further assistance.

Sincerely,



**Attachment D:
Title/Right/Interest**

White Property

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT is made this 10th day of May, 2002 by and between Jonathan M. White and Paul G. White (jointly and severally, the "Seller"), and Packard Development LLC, a Massachusetts limited liability company (referred to herein as "Buyer"), as follows:

1. **Purchase and Sale.** Seller agrees to sell and Buyer agrees to buy, on the terms and conditions set forth herein, the real and personal property described below together with all easements, rights and appurtenances benefiting such parcels:

Those certain lots or parcels of land described as follows: (a) Lot G21 on Map 435 of the City of Portland Tax Assessor's Office record title to which is held by Jonathan M. White (the "JW Lot "); and (b) Lot G22 on Map 435 of the City of Portland Tax Assessor's Office record title to which is held by Paul G. White (the "PW Lot"), together with the building(s), improvement(s), and structure(s) located thereon and the fixtures, equipment and personal property belonging to Seller and used in connection therewith, commonly known as and numbered 47 and 41 Allen Avenue in the City of Portland County of Cumberland and State of Maine, and as more fully described on Exhibit A attached hereto and made a part hereof and in a deed to Seller recorded in the Cumberland County Registry of Deeds in Book 13330, Page 29 and Book 15796, Page 123 (the JW Lot and PW Lot sometimes are each referred to as a "Property" and are referred to herein collectively as the "Properties").

2. **Purchase Price.** Subject to any adjustments and proration hereinafter described, Buyer agrees to purchase the Properties and the personal property for the

a. **Earnest Money Deposit.** The sum (the "Earnest Money Deposit") has been paid to the escrow agent to be credited against the Purchase Price and shall be allocated among the Properties as set forth on Exhibit B attached hereto and made a part hereof. Pending closing, the Earnest Money Deposit shall be held in escrow by a title insurance company mutually acceptable to Buyer and Seller in an interest-bearing escrow account with all interest to be paid to Buyer.

b. **Remainder of Purchase Price.** The remainder of the Purchase Price shall be paid by wire transfer, certified check or bank cashier's check at closing. The Purchase Price shall be allocated between the Properties as directed in writing by the Seller (and all Deposits and Payments shall be allocated on a proportionate basis based on the foregoing allocations). Seller shall provide such allocation to the Buyer and escrow agent as soon as the appropriate allocation has been determined by Seller.

2A. **Execution Payment.** Buyer shall pay to Seller the sum of _____ at the time of execution of this Agreement by both Seller and Buyer. Such Execution Payment shall be non-refundable to Buyer (except in the event of Seller's breach of this Agreement) and not applied to or credited against the Purchase Price.

3. Title.

a. **Conveyance.** At the closing, Seller shall convey the Properties to Buyer, or to the nominee designated by Buyer by written notice to Seller prior to the Closing Date, by good and sufficient warranty deed for each Property (each being a "Deed") each of which Deeds shall convey a good and clear record and marketable fee simple title, free from encumbrances, except:

(i) Such taxes for the then current year as are not due and payable on the date of delivery of the Deed;

(ii) Any liens for municipal betterments assessed after the date of the closing; and

(iii) Easements, restrictions and reservations of record, if any, as of the date of Buyer's title insurance commitment, provided that Buyer does not object thereto within the Review Period (defined below).

Notwithstanding the foregoing Section 3(a) to the contrary, Seller shall not be required to give a warranty deed at the closing if there is any encumbrance of record which was not created by the Seller during the term of Seller's ownership of the applicable Property, which Seller cannot, in Seller's sole discretion, reasonably remove prior to the Closing Date (hereinafter defined), or any extension thereof for the purposes of removing any such encumbrance as provided for in Section 3(b)(iii) of this Agreement, in which event Seller shall be obligated to deliver to Buyer at the closing a quitclaim deed with covenant for the applicable Property.

b. **Conformity of Title.** Without limitation of any other provisions in this Agreement, it is understood and agreed by the parties that the Properties shall not be in conformity with the provisions of this Section 3 unless:

(i) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under either Property;

(ii) Each Property shall abut a public way, duly laid out or accepted as such by the City of Portland; and

(iii) Title to each Property is insurable for the benefit of the Buyer by a nationally-recognized title insurance company (such as Lawyers Title Insurance Company or Commonwealth Land Title Insurance Company), and upon delivery from Seller to Buyer of the Deed and upon recordation of the Deed, there is issued, at normal title insurance premium rates, an owner's title insurance policy (on the current ALTA form) insuring fee simple title in the Buyer free from all exceptions other than those exceptions specifically set forth in this Agreement or otherwise approved by Buyer in writing during the Review Period (hereinafter defined). In order to enable Buyer to obtain such title insurance policy, Seller will provide Buyer, at the time of delivery of the Deed, with executed affidavits and indemnifications regarding mechanics' and materialmen's liens, parties in possession, corporate excise tax release and any other affidavits and documents which are required by title insurance companies for transactions of this nature, including, without limitation, such affidavits and certificates

necessary to inform Buyer of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A Section 5250-A. In the event that Seller is unable to convey title as aforesaid, or to otherwise deliver the Properties in accordance with the terms of this Agreement, Seller shall be given thirty (30) days or such longer period or periods of time as Buyer may elect to grant from time to time, in which to remedy any title defects, and during such period, Seller shall use best efforts to cure and to otherwise perform. In the event that said defects cannot be corrected or remedied and the applicable conditions cured within said time period, then (a) Buyer may terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Buyer and this Agreement will terminate and/or (b) Buyer may, at Buyer's option, elect to close on both Properties notwithstanding such defects as may exist, with no deduction in the Purchase Price.

4. Closing. The closing of this transaction shall take place on a date (the "Closing Date") established by Buyer by written notice to Seller, which date shall be no later than sixty (60) days following the end of the Approval Period (hereinafter defined, as same may have been extended hereunder). The closing shall take place at the offices of the Buyer's title insurance company, or at such other place as may be mutually agreed upon by Buyer and Seller. At the closing, Seller shall execute and deliver to Buyer the Deed against payment as set forth in this Agreement.

5. Adjustments, Prorations, and Closing Costs.

a. Real estate taxes and assessments and water and sewer use charges shall be prorated as of the Closing Date on the basis of the current municipal year and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price.

b. Buyer and Seller shall each pay their own share of the Maine real estate transfer tax and execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed.

6. Possession. Seller shall deliver full and exclusive possession of each Property on the Closing Date in the same condition as they now are, reasonable use and wear thereof excepted, broom clean and free of all Seller's personal property, personal effects and debris, free of all occupants and the rights of any other parties and otherwise in compliance with this Agreement. Buyer shall be entitled to an inspection of the Properties prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.

7. Risk of Loss. All risks of loss to the Properties prior to the closing shall be on Seller.

8. Review Period.

a. Buyer shall have sixty (60) days from the date of this Agreement (the "Review Period") to conduct Buyer's due diligence which may include, without limitation, examination of title to the Properties and other inspections to determine the acceptability of each of the Properties for the Project (hereinafter defined).

b. If Buyer is not satisfied with the results of such due diligence, in Buyer's sole discretion, then Buyer may elect to terminate this Agreement by giving Seller written notice of such election upon the expiration of the Review Period, in which event this Agreement shall become void and the Earnest Money Deposit shall be refunded to Buyer.

9. **Default; Remedies.** If Buyer shall default under this Agreement and the default shall continue beyond applicable notice and cure periods (which shall not be less than thirty (30) days), (a) any Additional Payment(s) and Extension Payment(s) made prior to the date of the default only shall be retained by Seller as liquidated damages, and this shall be Seller's sole and exclusive remedy at law or in equity for any such default by Buyer and (b) the Earnest Money Deposit, together with all interest earned thereon shall be refunded to Buyer. If Buyer terminates this Agreement for any reason for which Buyer's termination is permitted, the Earnest Money Deposit, together with all interest earned thereon shall be refunded to Buyer. Notwithstanding the foregoing, if Buyer terminates this Agreement as a result of Seller's breach of this Agreement, then the Earnest Money Deposit, together with all interest earned thereon, and any Additional Payment(s) and Extension Payment(s), shall be refunded to Buyer, but this shall not limit Buyer's right to seek other remedies by reason of such failure, including specific performance.

10. **Seller's Representations.** Seller represents and warrants to Buyer:

a. Seller has received no notice of (i) any eminent domain proceedings affecting either Property, or (ii) violation of any federal, state or local law, statute, ordinance, rules or regulations applicable to either Property;

b. Seller is the owner in fee simple of the Properties (subject only to matters of record), and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with any agreement to which Seller is a party or by which it is bound;

c. To the best of Seller's knowledge, there is no underground fuel/oil storage facility located on either Property ; and

d. Seller is not a "foreign person," as defined by the federal Foreign Investment in Real Property Tax Act (the "Act"). At the closing, Seller shall execute and deliver to Buyer a "non-foreign certificate," in such form as is customary. Seller acknowledges that in the event Seller fails to deliver the non-foreign certificate, then Buyer shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price and to remit that amount to the Internal Revenue Service, as required by the Act. Seller does hereby forever release and discharge Buyer from all liability resulting from, or arising out of, Buyer's good faith compliance with the requirements of the Act.

It shall be a condition of Buyer's obligation to close under this Agreement that all representations and warranties made by Seller hereunder are true, both as of the date hereof and as of the Closing

Date. Without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, Buyer may, in addition to any other remedy therefor, terminate this Agreement by written notice to Seller, in which event the Earnest Money Deposit, together with all interest earned thereon, (or the portion thereof applicable to the applicable Property) and any Additional Payments and Extension Payments (or the portion thereof applicable to the applicable Property) shall be returned promptly to Buyer, and all obligations hereunder thereupon shall cease, and this Agreement thereupon shall be void without recourse to any party as to the applicable Property.

11. Approval Period.

12. Addenda: Yes ___ No X ___.

13. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Seller and Buyer, and there are no agreements, understandings, warranties, or representations between them except as set forth herein and in the listing sheets and income and expense statements for the Properties furnished by Seller or Seller's broker and which are made a part of this Agreement by reference. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach.

b. Binding Effect. This Agreement will inure to the benefit and bind the respective successors and assigns of Seller and Buyer.

c. Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument.

d. Construction — As used in this Agreement, the singular number shall include the plural, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed and construed in accordance with the laws of the State of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

e. Broker. Buyer represents and warrants to Seller that Buyer has dealt with no broker in connection with the transaction contemplated by this Agreement

claim, expense, or liability that may arise from a breach of this representation and warranty. Seller represents and warrants to Buyer that Seller has dealt with no broker in connection with the transaction contemplated by this Agreement other than Buyer's Broker and agrees to indemnify Buyer against any claim, expense, or liability that may arise from a breach of this representation and warranty. Buyer agrees to pay any fees that may be due to Buyer's Broker, who exclusively represents the Buyer, by reason of this transaction.

f. Notice. Whenever, by the terms of this Agreement, notice shall or may be given either to Buyer or to Seller, such notice shall be deemed to have been given only if in writing and either delivered by hand or facsimile or sent by registered or certified mail, or overnight express, postage prepaid, if intended for the Seller, to:

Jonathan M. White and Paul G. White
c/o Paul C. White
Paul G. White Title Co., Inc.
50 Allen Avenue
Portland, ME 04103

Facsimile #: 207-797-0222
with a copy to:

George Hefferan, Esq.
19 Letitia Lane
South Casco, ME 04077

and, if intended for the Buyer to:

Packard Development LLC
One Wells Avenue
Newton, MA 02459
Attention: Armen Aftantilidan
Facsimile #: (617) 965-2519
with a copy to:

Ronald M. Fellman, Esq.
Jeffrey A. Huebschmann, Esq.
Goldstein, Kaitz & Fellman, LLP
800 South Street, Suite 395
Waltham, MA 02453
Facsimile #: 781-894-2129

or to such other address or addresses as may be specified by either party to the other by like notice. All notices shall be effective when delivered by the sender in accordance with this Agreement.

g. Cooperation and Access. Seller agrees to provide Buyer with any and all copies in Seller's possession or in the possession of its agents and/or consultants of information such as surveys, title reports or insurance policies and environmental reports. In addition, Buyer and its agents and employees shall have the right, at the Buyer's sole risk, to enter upon the Properties for the purpose of making tests and inspections of the same, and conducting due diligence, provided that Buyer shall do so in a fashion that does not unreasonably interfere with Seller's use of the Properties and following such inspections, testing and due diligence, Buyer shall leave the Properties in substantially the same condition as it was in prior to the initiation of such work. Buyer shall provide Seller evidence of Buyer's or Buyer's representatives' liability insurance coverage with respect to any injuries that may occur on the Properties in connection with such testing before any agents or employees of Buyer enter the Properties.

h. Section 1031 Exchange. Seller and Buyer each reserves the right to include this transaction as part of an IRC Section 1031 tax deferred exchange, at no cost, expense or liability to the other party. Each party further agrees to execute any and all documents (subject to the reasonable approval of the other party's counsel) as are reasonably necessary in connection therewith, provided that the closing for the conveyance of the Property shall not be contingent upon or subject to the completion of such exchange. Buyer and Seller each agrees to

indemnify and hold the other free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from such other party's participation in such exchange.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the dates shown beside their signatures below.

WITNESSES:

George B. Higgins

George B. Higgins

SELLER:

Jonathan M. White

Paul G. White

BUYER:

PACKARD DEVELOPMENT LLC, a
Massachusetts limited liability company

By: _____
Name: Armen Aftandilian

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the dates shown beside their signatures below.

WITNESSES:

Linda Krause

SELLER:

Jonathan M. White

Paul G. White

BUYER:

PACKARD DEVELOPMENT LLC, a
Massachusetts limited liability company

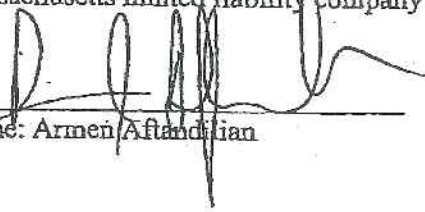
By: 
Name: Armen Afandjian

EXHIBIT A

Legal Description

JW Lot

A certain lot or parcel of land with the buildings thereon, situated on the southeasterly side of Allen Avenue, in the City of Portland, County of Cumberland and State of Maine, and more particularly bounded and described as follows:

Beginning at an iron on said southeasterly side of Allen Avenue at the westerly corner of the lot conveyed to Benjamin H. Riggs by Felicia M. H. Riggs by deed dated February 16, 1939, and recorded in Cumberland County Registry of Deeds in Book 1568, Page 390, said iron being in line of the fence mentioned in the aforementioned deed, said point being also at the northerly corner of the tract of land called Addition to Hawthorne Heights as shown on a plan of same recorded in said Registry of Deeds in Plan book 15, Page 19;

thence by the southeasterly side of said Allen Avenue on a course of North 29° 34' East fifty-three (53) feet to an iron stake;

thence by other land now or formerly of said Benjamin H. Riggs on a course of South 54° 30' East three hundred thirty-four and eight tenths (334.8) feet to a fence and land of said Hawthorne Heights;

thence by a fence and land of said Hawthorne Heights on a course of South 29° West seventy-two and seven tenths (72.7) feet to a stake;

thence by a fence and land of said Hawthorne Heights on a course of North 51° 12' West three hundred thirty-eight and one tenth (338.1) feet to said Allen Avenue at the point of beginning.

Said above mentioned courses being magnetic and of the date of 1942.

PW Lot

A certain lot or parcel of land with the buildings thereon, situated on the southeasterly side of Allen Avenue, in the City of Portland, County of Cumberland and State of Maine and bounded and described as follows:

Beginning on the southeasterly side of Allen Avenue at an iron stake at the northerly corner of land conveyed by Benjamin H. Riggs to Fanny A. Greenwood by deed dated July 27, 1942 and recorded in the Cumberland County Registry of Deeds in Book 1683, Page 404; thence by said sideline of Allen Avenue on a course of N 29° 34' E, 79.7 feet to land conveyed to George C. Cilley by Mary T. Frost, et al, by deed dated October 27, 1915, recorded in the Cumberland County Registry of Deeds in Book 959, Page 258; thence by land now or formerly of said Cilley on a course of S 60° 22' E a distance of 125 feet to an iron stake driven in the ground; thence S 29° W, 80 feet more or less, to an iron pin driven in the ground and to land conveyed to the said Fanny A. Greenwood by said Benjamin H. Riggs; thence N 54° 30' W, 125 feet, more or less, to the southeasterly sideline of Allen Avenue and the point of beginning.

EXHIBIT B

Allocation of Purchase Price

PACKARD

DEVELOPMENT

July 7, 2003

Airborne

Jonathan M. White and Paul G. White
c/o Paul C. White
Paul G. White Title Co., Inc.
50 Allen Avenue
Portland, ME 04103

Re: Jonathan M. White and Paul G. White to Packard Development LLC 41 and 47
Allen Avenue, Portland, ME

Dear Mr. White:

Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated May 10, 2002 between Jonathan M. White and Paul G. White, as Sellers, and Packard Development LLC, as Buyer, for premises situated at 41 and 47 Allen Avenue, Portland, Maine, Buyer has the right to extend the Approval Period, which terminates on July 9, 2003, for additional periods of 90 days each (each such period an "Extension Period") upon the payment to Seller

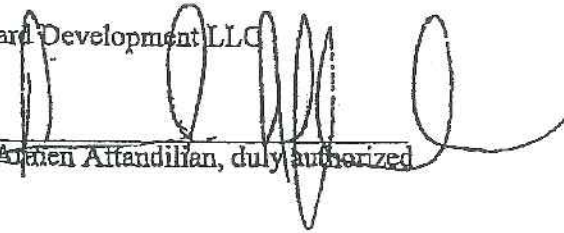
Please note that Buyer is proceeding with obtaining the Approvals and hereby elects to extend the Approval Period for an additional 90 day period. Buyer may elect additional Extension Periods and will make Extension Payments to you for each Extension Period if elected (and without the need for further notices to that effect). The first Extension Payment was forwarded to you on July 7, 2003 under separate cover.

Thank you.

Sincerely,

Packard Development LLC

By:


Arden Attandilian, duly authorized

cc: George B. Hefferan, Jr., Esq. (by fax (207) 655-2519)
Ronald M. Fellman, Esq.

.....

Allen Avenue

MEMORANDUM OF LEASE AND PURCHASE RIGHT

Dated as of March 24, 2005

NOTICE is hereby given of the following described lease (the "Lease") for the purpose of recording the same and giving notice of the existence of said Lease.

PROPERTY ADDRESS: 33 Allen Avenue, Portland, Maine

LANDLORD: White Dove Properties, LLC, a Maine limited liability company with a mailing address of 33 Allen Avenue, Portland, Maine 04103

TENANT: MC Portland, LLC, a Delaware limited liability company with a mailing address of One Wells Avenue, Newton, Massachusetts 02459

**DATE OF EXECUTION
OF LEASE:**

Effective as of November 1, 2004

PREMISES:

Those certain parcels of land, together with the building(s) and improvements now or hereinafter existing thereon, being located off of Morrills Street, Portland, Cumberland County, Maine, being more particularly shown as Parcels B, A2-RU and A2-BF in Exhibit A attached hereto and incorporated herein by reference.

TERM:

Commencing as of the Commencement Date, and continuing to and including the last day of the same calendar month of the 75th year after the Certificate of Occupancy Date (i.e. the date on which Tenant obtains the first certificate of occupancy for space in Tenant's new development of the Project on the Premises), subject to Tenant's right to terminate as provided in Section 3.3. of the Lease.

**COMMENCEMENT
DATE:**

November 1, 2004

PURCHASE RIGHT:

As set forth in Section 18.15 of the Lease.

LANDLORD'S TITLE:

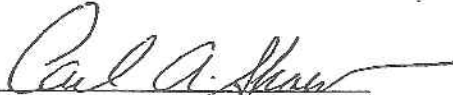
Deed dated March 5, 1999, and recorded with the Cumberland County Registry of Deeds in Book 14593, Page 52.

This Notice of Lease and Purchase Right is executed only for the purpose of giving notice of the existence of the Lease and is not intended to modify, expand or reduce any of the rights of Landlord and Tenant as set forth in the Lease.

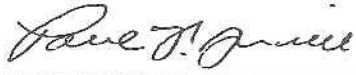
IN WITNESS WHEREOF, this Memorandum is executed as an instrument under sealed in multiple counterparts, each of which shall be deemed but one and the same instrument, on the date first set forth above.

LANDLORD:


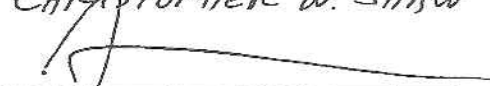
WHITE DOVE PROPERTIES, LLC,
a Maine limited liability company

By: 
Carl A. Shaw, its Member

Attest:


PAUL F. DRISCOLL

Witnesses:


CHRISTOPHER W. SHAW

DANIEL J. EDWARDS

STATE OF MAINE

Cumberland County, ss.

On this 24th day of March, 2005, before me, the undersigned notary public, personally appeared Carl A. Shaw, Member of White Dove Properties, LLC, a Maine limited liability company, proved to me through satisfactory evidence of identification, which was a Maine drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as the free and deed of said White Dove Properties, LLC.



Notary Public

My Commission Expires:

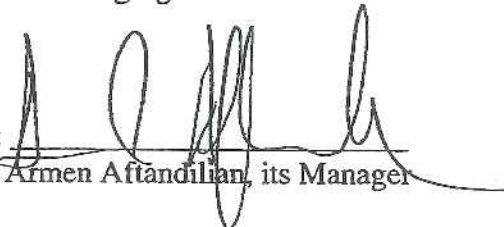
Diane C. LaCourse
Notary Public, Maine
My Commission Expires August 25, 2011

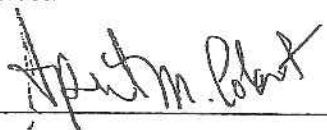
[signatures continue on next page]


TENANT:


MC PORTLAND, LLC
a Delaware limited liability company

by Morrills Corner, LLC,
a Massachusetts limited liability company,
its Managing Member

By: 
Armen Aftandilian, its Manager

Attest:


Witnesses:




COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

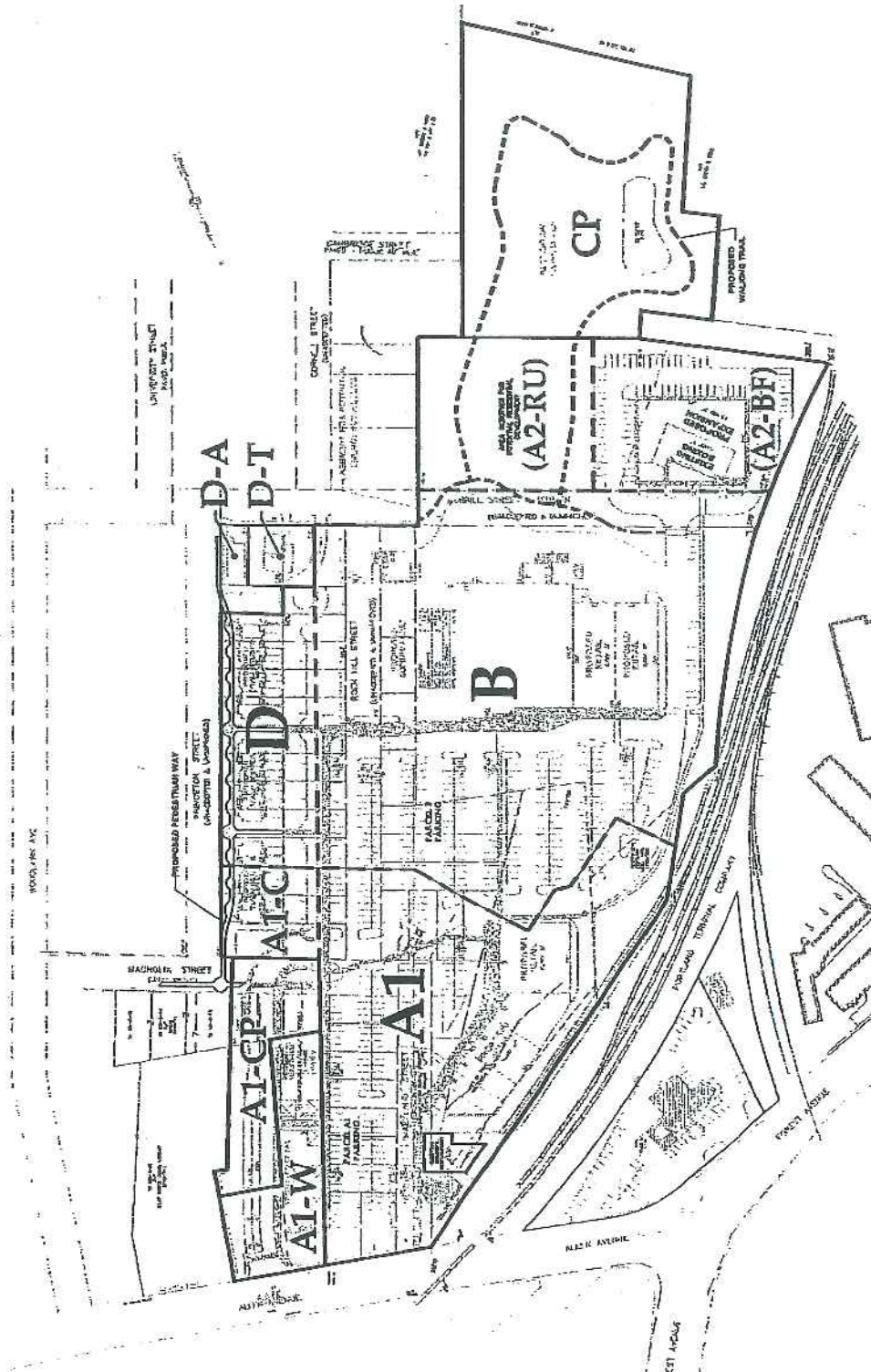
On this 24th day of March, 2005, before me, the undersigned notary public, personally appeared Armen Aftandilian, Manager of Morrills Corner, LLC, a Massachusetts limited liability company, as managing member of MC Portland, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, who was to the undersigned personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as the free and deed of said MC Portland, LLC.



Notary Public
My Commission Expires:
ROBERTA Y. GOTO, NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 22, 2007

Vanasse Hangen Brustlin, Inc.
Exhibit A

Morrill's Crossing
Portland, ME



\\me\me\GIS\Projects\2005\20050614\morrill\morrill.dwg


Received
Recorded Register of Deeds
Jun 03, 2005 12:55:32P
Cumberland County
John B O'Brien




IN WITNESS WHEREOF, this Memorandum is executed as an instrument under sealed in multiple counterparts, each of which shall be deemed but one and the same instrument, on the date first set forth above.

LANDLORD:

ALLEN AVENUE PLAZA, LLC,
a Maine limited liability company

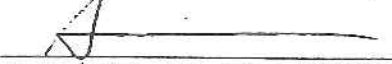
By: 
Carl A. Shaw, its Member

Attest:


PAUL F. DRISCOLL

Witnesses:


CHRISTOPHER W. SHAW


DANIEL J. EDWARDS

STATE OF MAINE

Cumberland County, ss.

On this 24th day of March, 2005, before me, the undersigned notary public, personally appeared Carl A. Shaw, Member of Allen Avenue Plaza, LLC, a Maine limited liability company, proved to me through satisfactory evidence of identification, which was a Maine drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as the free and deed of said Allen Avenue Plaza, LLC.



Notary Public
My Commission Expires:

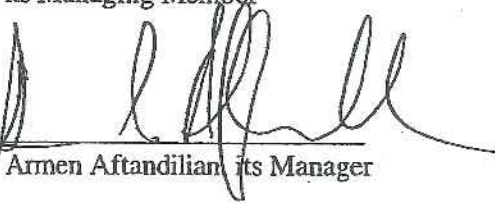
Diane C. LaCourse
Notary Public, Maine
My Commission Expires August 25, 2011

[signatures continue on next page]

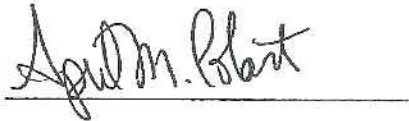
TENANT:

MC PORTLAND, LLC
a Delaware limited liability company



by Morrills Corner, LLC,
a Massachusetts limited liability company,
its Managing Member

By: 
Armen Aftandilian, its Manager

Attest:



Witnesses:

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 24th day of March, 2005, before me, the undersigned notary public, personally appeared Armen Aftandilian, Manager of Morrills Corner, LLC, a Massachusetts limited liability company, as managing member of MC Portland, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, who was to the undersigned personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as the free and deed of said MC Portland, LLC.


Notary Public
My Commission Expires:

ROBERTA Y. GOTO, NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 22, 2007

.....

Adams

(ii) Any liens for municipal betterments assessed after the date of the closing; and

(iii) Easements, restrictions and reservations of record, if any, as of the date of Buyer's title insurance commitment, provided that Buyer does not object thereto within the Review Period (defined below).

b. Without limitation of any other provisions in this Agreement, it is understood and agreed by the parties that the Premises shall not be in conformity with the provisions of this Section 3 unless:

(i) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises;

(ii) The Premises shall abut a public way, duly laid out or accepted as such by the City of Portland; and

(iii) Title to the Premises is insurable for the benefit of the Buyer by a nationally-recognized title insurance company (such as Lawyers Title Insurance Company or Commonwealth Land Title Insurance Company), and upon delivery from Seller to Buyer of the Deed and upon recordation of the Deed, there is issued, at normal title insurance premium rates, an owner's title insurance policy (on the current ALTA form) insuring fee simple title in the Buyer free from all exceptions other than those exceptions specifically set forth in this Agreement or otherwise approved by Buyer in writing during the Review Period (hereinafter defined). In order to enable Buyer to obtain such title insurance policy, Seller will provide Buyer, at the time of delivery of the Deed, with executed affidavits and indemnifications regarding mechanics' and materialmen's liens, parties in possession, and any other affidavits and documents which are required by title insurance companies for transactions of this nature, including, without limitation, such affidavits and certificates necessary to inform Buyer of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A Section 5250-A. In the event that Seller is unable to convey title as aforesaid, or to otherwise deliver the Premises in accordance with the terms of this Agreement, Seller shall be given thirty (30) days or such longer period or periods of time as Buyer may elect to grant from time to time, in which to remedy any title defects, and during such period, Seller shall use best efforts to cure and to otherwise perform. In the event that said defects cannot be corrected or remedied and the applicable conditions cured within said time period, then the Earnest Money Deposit shall be returned to Buyer and this Agreement will terminate, or Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist with an equitable deduction in the Purchase Price.

4. Closing.

5. Adjustments, Prorations, and Closing Costs.

a. Real estate taxes and assessments and water and sewer use charges shall be prorated as of the Closing Date on the basis of the current municipal year and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price.

b. The Buyer and Seller shall each pay their own share of the Maine real estate transfer tax and execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed.

6. Possession. Seller shall deliver full and exclusive possession of the Premises on the Closing Date or at the end of Seller's tenancy period, if Seller leases back the Premises as set forth in Paragraph 4 above, in the same condition as they now are, reasonable use and wear thereof excepted, broom clean and free of all Seller's personal property, personal effects and debris, free of all occupants and the rights of any other parties and otherwise in compliance with this Agreement. Buyer shall be entitled to an inspection of the Premises upon reasonable notice prior to the delivery of the Deed, in order to determine whether the condition thereof complies with the terms of this clause.

7. Risk of Loss. All risks of loss to the Premises prior to the closing shall be on Seller.

8. Review Period.

a. Buyer shall have sixty (60) days from the date of this Agreement (the "Review Period") to conduct Buyer's due diligence which may include, without limitation, examination of title to the Premises and other inspections to determine the acceptability of the Premises for Buyer's intended development program.

b. If Buyer is not satisfied with the results of such due diligence, in Buyer's sole

discretion, then Buyer may elect to terminate this Agreement by giving Seller written notice of such election upon the expiration of the Review Period, in which event this Agreement shall become void and the Earnest Money Deposit shall be refunded to Buyer.

c. Following the expiration of the review period, if Buyer has not elected to terminate this Agreement, Buyer shall have no further right to terminate this Agreement except for Buyer's failure to receive satisfactory Approvals as set forth in Paragraph 11(a) hereof, Seller's failure to convey title to the Premises as set forth in Section 3(b)(iii) of this Agreement or Seller's breach of this Agreement.

9. Default Remedies. If Buyer shall default in the performance of any of Buyer's obligations under this Agreement (except for default in the payment of any Additional Payment or Extension Payment as provided herein, for which a five (5) day cure period shall apply as set forth in Paragraph 11 (a) below) and the default shall continue for a period of twenty (20) days following written notice of default, the Earnest Money Deposit and any Additional Payment(s) and Extension Payment(s) made or due and payable prior to the date of the default shall be retained by Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at law or in equity for any such default by Buyer, provided, however, that if after giving Seller the Closing Date notice described in Section 4 of this Agreement, Buyer, as a result of Buyer's willful misconduct only, fails to purchase the Premises on the Closing Date, Seller may bring an action for specific performance against Buyer. In any such case, Seller shall be entitled to recover any Additional Payments or Extension Payments due prior to the date of such default and shall be entitled to recover reasonable attorney's fees incurred to collect any such payments. If Buyer terminates this Agreement for any reason for which Buyer's termination is permitted, the Earnest Money Deposit, together with all interest earned thereon, shall be refunded to Buyer, but Seller shall be entitled to retain the Additional Payments and the Extension Payments which have been made or were due and payable prior to such date. No Additional Payment or Extension Payment shall be prorated for any partial month. Notwithstanding the foregoing, if Buyer terminates this Agreement as a result of Seller's breach of this Agreement, then the Earnest Money Deposit, together with all interest earned thereon, and any Additional Payments and Extension Payments, shall be refunded to Buyer, but this shall not limit Buyer's right to seek other remedies by reason of such failure, including specific performance.

10. Seller's Representations. Seller represents and warrants to Buyer:

a. To the best of Seller's knowledge all applicable zoning or other state or municipal ordinances or regulations have been complied with. Seller agrees to hold Buyer harmless from any such violations which occurred or existed prior to closing. Seller warrants that no portion of the Premises is classified as tree growth for municipal tax purposes.

b. To the best of Seller's knowledge, Seller is the owner in fee simple of the Premises (subject only to matters of record), has the legal right, power and authority to enter into this Agreement and to perform all of his obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of his obligations hereunder will not conflict with any agreement to which Seller is a party or by which it is bound;

c. Seller has received no notice of any eminent domain proceedings affecting the Premises during his period of ownership;

e. To the best of Seller's knowledge, there is no underground fuel/oil storage facility located on the Premises; and

e. Seller is not a "foreign person," as defined by the federal Foreign Investment in Real Property Tax Act (the "Act"). At the closing, Seller shall execute and deliver to Buyer a "non-foreign certificate," in such form as is customary. Seller acknowledges that in the event Seller fails to deliver the non-foreign certificate, then Buyer shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price and to remit that amount to the Internal Revenue Service, as required by the Act. Seller does hereby forever release and discharge Buyer from all liability resulting from, or arising out of, Buyer's good faith compliance with the requirements of the Act.

It shall be a condition of Buyer's obligation to close under this Agreement that all representations and warranties made by Seller hereunder are true to the best of Seller's knowledge, both as of the date hereof and as of the Closing Date. Without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, Buyer may, in addition to any other remedy therefor, terminate this Agreement by written notice to Seller, in which event the Earnest Money Deposit, together with all interest earned thereon, and any Additional Payments and Extension Payments shall be returned promptly to Buyer, and all obligations hereunder thereupon shall cease, and this Agreement thereupon shall be void without recourse to any party.

11. Other Conditions:

a. Approval Period.

Seller shall cooperate with Buyer in the pursuit of the Approvals and shall join in the application for any of the Approvals, whenever such action is necessary, provided, however, that Seller shall incur no liability or expense in connection therewith.

12. Addenda: Yes ___ No X ___ .

13. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Seller and Buyer, and there are no agreements, understandings, warranties, or representations between them except as set forth herein. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach.

b. Binding Effect. This Agreement will inure to the benefit and bind the respective successors and assigns of Seller and Buyer.

c. Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument.

d. Construction. As used in this Agreement, the singular number shall include the plural, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed and construed in accordance with the laws of the State of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

e. Broker. Buyer represents and warrants to Seller that Buyer has dealt with no broker in connection with the transaction contemplated by this Agreement other than Nick Connolly of Tenacorp ("Buyer's Broker"). Seller represents and warrants to Buyer that Seller has dealt with no broker in connection with the transaction contemplated by this Agreement.

Buyer agrees to pay any fees that may be due to Buyer's Broker, who exclusively represents the Buyer, by reason of this transaction.

f. Notice. Whenever, by the terms of this Agreement, notice shall or may be given either to Buyer or to Seller, such notice shall be deemed to have been given only if in writing and either delivered by hand or facsimile or sent by registered or certified mail, or overnight express, postage prepaid, if intended for the Seller, to:

Madeline F. Adams and Jack B. Adams
2 Princeton Street
Portland, Maine 04103
Facsimile #:
with a copy to:

Gary D. Vogel, Esq.
Lambert Coffin
477 Congress Street
Post Office Box 15215
Portland, ME 04112-5215
Facsimile #: 207-874-4040

and, if intended for the Buyer to:

Packard Development LLC
One Wells Avenue
Newton, MA 02459
Attention: Armen Aftantilidan
Facsimile #: (617) 965-2519
with a copy to:

Ronald M. Fellman, Esq. and Jeffrey A. Huebschmann, Esq.
Goldstein, Kaitz & Fellman, LLP
800 South Street, Suite 395
Waltham, MA 02453
Facsimile #: 781-894-2129

or to such other address or addresses as may be specified by either party to the other by like notice. All notices shall be effective when delivered by the sender in accordance with this Agreement.

g. Cooperation and Access. Seller agrees to provide Buyer with any and all copies in Seller's possession or in the possession of its agents and/or consultants of information such as surveys, title reports or insurance policies and environmental reports. In addition, Buyer and its agents and employees shall have the right, at the Buyer's sole risk, to enter upon the Premises for the purpose of making tests and inspections of the same, and conducting due diligence, provided that Buyer shall do so in a fashion that does not unreasonably interfere with Seller's use of the Premises and following such inspections, testing and due diligence, Buyer shall leave the Premises in substantially the same condition as it was in prior to the initiation of such work. Buyer shall provide Seller evidence of Buyer's or Buyer's representatives' liability insurance coverage with respect to any injuries that may occur on the Premises in connection with such testing before any agents or employees of Buyer enter the Premises.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the dates shown beside their signatures below.

WITNESSES:

Dee R. G.

Dee R. G.

SELLER:

Madeline F. Adams
Madeline F. Adams

Jack B. Adams
Jack B. Adams

BUYER:

Linda Krause

PACKARD DEVELOPMENT LLC, a
Massachusetts limited liability company

By: [Signature]
Name: Armen Aftandilian

EXHIBIT A

Legal Description

A certain lot or parcel of land with the buildings thereon located at Hawthorne Heights in the City of Portland, County of Cumberland and State of Maine, being bounded and described as follows:

Beginning at the point of intersection of the Northwesterly side of Morrill Street with the Southwesterly side of Princeton Street; thence Northwesterly along the Southwesterly side of Princeton Street and at right angles to Morrill Street eighty-seven (87) feet, more or less, to the most Easterly corner of lot numbered two hundred fifty-three (253) as delineated on Plan of Subdivision of Addition to Hawthorne Heights recorded in Cumberland County Registry of Deeds in Plan Book 15, Page 19, made for the George T. Edwards Real Estate Co., December 1921, from Surveys of Boundaries by Percy H. Richardson, C.E.; thence Southwesterly and parallel with Morrill Street, forty-five (45) feet, more or less, to a point; thence Southeasterly at right angles to Morrill Street, eighty-seven (87) feet, more or less, to said Morrill Street; thence Northeasterly and along the northwesterly side of Morrill Street, forty-five (45) feet, more or less, to the point of beginning.

Said lot containing three thousand nine hundred fifteen (3,915) square feet, more or less, and being lot numbered two hundred fifty-one (251) as delineated on said plan.

Also, a certain lot or parcel of land located on the Southwesterly side of Princeton Street, in the City of Portland, County of Cumberland and State of Maine, being Lot #253 as delineated on a plan of subdivision of addition to Hawthorne Heights, recorded in the Cumberland County Registry of Deeds in Plan Book 15, Page 19, reference to which may be had for a more particular description.

Said lot contains 3,600 square feet, more or less.

11/25/2003 14:34 FAX 2078710846

LAMBERT COFFIN

002

Nov-17-03 02:15pm From-Kaitz & Fellman LLP

781 894 2120

T-855 P.002/002 F-195

Kaitz & Fellman, LLP
ATTORNEYS

54 Jaconnet Street
Suite 300
Newton, MA 02481
(781) 894-4400
FAX (781) 894-2129

Of Counsel

Jeffrey A. Huebschmann, Esq.
jah@gkdlp.com
Writer's Direct Number: (617) 658-1250

November 17, 2003

By Facsimile

Derek Gamble, Esq.
Lambert, Coffin, Rudman & Hochman
477 Congress Street
Portland, ME 04101

Re: Packard Development/Jack and Madeline Adams - 2 Princeton Street, Portland, ME

Dear Derek:

I am writing to confirm the agreement between Packard Development, LLC and Jack and Madeline Adams regarding the extension of the Approval Period under that certain Purchase and Sale Agreement between the parties dated May 9, 2002, for the above-referenced property (the "Agreement"). Capitalized terms not defined in this letter shall have the same meanings given them in the Agreement.

As agreed, the Approval Period under Section 11 of the Agreement is hereby extended to May 31, 2004. On behalf of Packard Development,

Please have Mr. and Mrs. Adams confirm their agreement with the foregoing by having each of them countersign a copy of this letter where indicated below and return a fully countersigned copy to me as soon as possible. A signed facsimile copy of this letter agreement shall be binding upon the undersigned as fully and to the same extent as an original signed copy of this letter agreement. As amended hereby the Agreement remains in full force and effect and is hereby ratified by the parties thereto.

Upon receipt of a fully countersigned copy of this letter, Packard Development will forward to your attention a check in the amount of

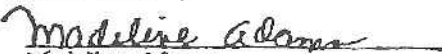
Please call me if you have any questions. Thank you for your cooperation.

Sincerely,
Packard Development, LLC
By its attorneys
Kaitz & Fellman, LLP

By: 
Jeffrey A. Huebschmann

Approval Period extension, as aforesaid, agreed to by:


Jack Adams


Madeline Adams

Kaitz & Fellman, LLP
ATTORNEYS

54 Jaconnet Street
Suite 300
Newton, MA 02461
(781) 884-4400
FAX (781) 894-2128

Of Counsel
Jeffrey A. Hueschmann, Esq.
jah@gkflp.com
Writer's Direct Number: (617) 658-1250

May 28, 2004

By Email and Federal Express
Derek Gamble, Esq.
Lambert, Coffin, Rudman & Hochman
477 Congress Street
Portland, ME 04101

Re: Packard Development/ Jack and Madeline Adams - 2 Princeton Street, Portland, ME

Dear Derek:

On behalf of Packard Development, LLC, I am writing to confirm the extension of the Approval Period under that certain Purchase and Sale Agreement between Jack and Madeline Adams, as Seller and Packard Development, LLC, as Buyer, dated May 9, 2002, as amended by that certain letter agreement dated November 17, 2003, for the above-referenced property (collectively, the "Agreement"). Capitalized terms not defined in this letter shall be defined as set forth in the Agreement.

Specifically, Buyer and Seller hereby agree to extend the Approval Period from May 31, 2004 to June 30, 2004 and to increase the monthly Extension Payment during the extended Approval Period from \$

Please have Seller confirm, by countersigning a copy of this letter where indicated below, that for valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, Seller agrees to the foregoing Approval Period extension. Please return a countersigned copy of this letter to me as soon as possible.


As amended hereby, the Agreement remains in full force and effect and is hereby ratified by Seller and Buyer.

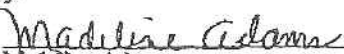
Please call me if you have any questions. Thank you for your cooperation.

Sincerely,
Packard Development, LLC
By its attorneys
Kaitz & Fellman, LLP

By: 
Jeffrey A. Hueschmann

Approval Period extension, as aforesaid, agreed to by:


Jack Adams


Madeline Adams

Kaitz & Fellman, LLP
ATTORNEYS

54 Jaconnet Street
Suite 300
Newton, MA 02461
(781) 894-4400
FAX (781) 894-2129

Of Counsel
Jeffrey A. Huebschmann, Esq.
jah@gkflp.com
Writer's Direct Number: (617) 658-1250

June 29, 2004

By Email and Federal Express
Derek Gamble, Esq.
Lambert, Coffin, Rudman & Hochman
477 Congress Street
Portland, ME 04101

Re: Packard Development/ Jack and Madeline Adams - 2 Princeton Street, Portland, ME

Dear Derek:

On behalf of Packard Development, LLC, I am writing to confirm the extension of the Approval Period under that certain Purchase and Sale Agreement between Jack and Madeline Adams, as Seller and Packard Development, LLC, as Buyer, dated May 9, 2002, as amended, for the above-referenced property (collectively, the "Agreement"). Capitalized terms not defined in this letter shall be defined as set forth in the Agreement.

Specifically, for good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, Buyer and Seller hereby agree to amend the Agreement as follows:

- (i) the Approval Period is hereby extended from June 30, 2004 to May 31, 2005;
- (ii) the monthly Extension Payments during the extended Approval Period are hereby increased from _____

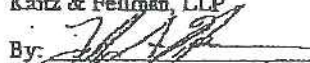
(iii)

Please have Seller confirm the foregoing amendments to the Agreement, by countersigning a copy of this letter where indicated below. Please return a countersigned copy of this letter to me as soon as possible. As amended hereby, the Agreement remains in full force and effect and is hereby ratified by Seller and Buyer.


Upon receipt of a fully countersigned copy of this letter.

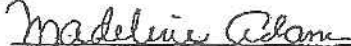
Thank you.

Sincerely,
Packard Development, LLC
By its attorneys
Kaitz & Fellman, LLP

By: 
Jeffrey A. Huebschmann

Approval Period extension, as aforesaid, agreed to by:


Jack Adams


Madeline Adams

Robin J. Gotshall
617.646.2017
rjgotshall@sherin.com
30727/0

May 27, 2005

BY OVERNIGHT DELIVERY

Madeline F. Adams and Jack B. Adams
2 Princeton Street
Portland, Maine 04103

Re: Closing Notice for 2 Princeton Street, Portland, Maine

Dear Mr. and Mrs. Adams:

Reference is made to that certain Real Estate Purchase and Sale Agreement dated May 9, 2002, by and between Madeline F. Adams and Jack B. Adams ("Seller") and Packard Development LLC ("Buyer"), as amended by three (3) letter agreements dated November 17, 2003, May 28, 2004 and June 29, 2004, respectively, from Kaitz & Fellman, LLC, on behalf of Buyer, and countersigned by Seller (collectively, the "Purchase Agreement").

As we have not heard from you regarding our proposal to extend the time for Closing under the Purchase Agreement, pursuant to Section 4 of the Purchase Agreement, this letter shall constitute Buyer's notice to Seller that the Closing Date, as such term is defined therein, shall be September 28, 2005. Please feel free to contact me should you have any questions or concerns.

Very truly yours,



Robin J. Gotshall

RJG:car

cc: Gary D. Vogel, Esq. (by overnight delivery)
Lambert Coffin
477 Congress Street
Post Office Box 15215
Portland, Maine 04112-5215

Madeline F. Adams and Jack B. Adams

May 27, 2005

Page - 2 -

Bcc: G. Stutz (by email)
L. Costanzo (by email)
M. Sawyer (by email)
R. Fellman (by email)
R. Goto (by email)
C. Woodward

Darling

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT is made this 10th day of May, 2002 by and between James E. Darling, Jr. (referred to herein as "Seller"), and Packard Development LLC, a Massachusetts limited liability company (referred to herein as "Buyer"), as follows:

1. Purchase and Sale. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions set forth herein, the real and personal property described below together with all easements, rights and appurtenances benefiting such parcel:

The certain lots or parcels of land, together with the building(s), improvement(s), and structure(s) located thereon, situated at 84 Morrill Street in the City of Portland County of Cumberland and State of Maine, and as more fully described on Exhibit A attached hereto and made a part hereof and in a deed to Seller recorded in the Cumberland County Registry of Deeds in Book 16955, Page 202 (collectively, the "Premises").

2. Purchase Price. Subject to any adjustments and prorations hereinafter described, Buyer agrees to purchase the Premises and the personal property for the sum of _____ payable as follows:

a. Earnest Money Deposit. The sum of _____ (the "Earnest Money Deposit") has been paid to Seller to be credited against the Purchase Price. Pending closing, the Earnest Money Deposit shall be held by Seller's Broker (hereinafter defined) in an interest-bearing escrow account with all interest to be paid to Buyer. Buyer shall provide Seller's broker with an IRS form W-9 setting forth Buyer's employer identification number.

b. Remainder of Purchase Price. The remainder of the Purchase Price shall be paid by wire transfer, certified check or bank cashier's check at closing.

c. Execution Payment. Buyer shall pay to Seller the sum of _____ upon execution of this Agreement by both Seller and Buyer. Such execution payment shall be non-refundable to Buyer (except in the event of Seller's breach of this Agreement) and not applied to or credited against the Purchase Price.

3. Title.

a. At the Closing, Seller shall convey the Premises to Buyer, or to the nominee designated by Buyer by written notice to Seller prior to the Closing Date, by good and sufficient warranty deed (the "Deed") which Deed shall convey a good and clear record and marketable fee simple title, free from encumbrances, except:

(i) Such taxes for the then current year as are not due and payable on the date of delivery of the Deed;

(ii) Any liens for municipal betterments assessed after the date of the closing; and

(iii) Easements, restrictions and reservations of record, if any, as of the date of Buyer's title insurance commitment so long as the same do not adversely affect the Buyer's intended development program, all in Buyer's sole discretion.

b. Without limitation of any other provisions in this Agreement, it is understood and agreed by the parties that the Premises shall not be in conformity with the provisions of this Section 3 unless:

(i) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Premises;

(ii) The Premises shall abut a public way, duly laid out or accepted as such by the City of Portland; and

(iii) Title to the Premises is insurable for the benefit of the Buyer by a nationally-recognized title insurance company (such as Lawyers Title Insurance Company or Commonwealth Land Title Insurance Company), and upon delivery from Seller to Buyer of the Deed and upon recordation of the Deed, there is issued, at normal title insurance premium rates, an owner's title insurance policy (on the current ALTA form) insuring fee simple title in the Buyer free from all exceptions other than those exceptions specifically set forth in this Agreement or otherwise approved by Buyer in writing during the Review Period (hereinafter defined). In order to enable Buyer to obtain such title insurance policy, Seller will provide Buyer, at the time of delivery of the Deed, with executed affidavits and indemnifications regarding mechanics' and materialmen's liens, parties in possession, and any other affidavits and documents which are required by title insurance companies for transactions of this nature, including, without limitation, such affidavits and certificates necessary to inform Buyer of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. Section 5250-A. In the event that Seller is unable to convey title as aforesaid, or to otherwise deliver the Premises in accordance with the terms of this Agreement, Seller shall be given thirty (30) days or such longer period or periods of time as Buyer may elect to grant from time to time, in which to remedy any title defects, and during such period, Seller shall use best efforts to cure and to otherwise perform. In the event that said defects cannot be corrected or remedied and the applicable conditions cured within said time period, then the Earnest Money Deposit shall be returned to Buyer and this Agreement will terminate, or Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist with an equitable deduction in the Purchase Price.

4. Closing. The closing of this transaction shall take place on a date (the "Closing Date") established by Buyer by written notice to Seller, which date shall be sixty (60) days following the end of the Approval Period (hereinafter defined, as same may have been extended hereunder) or earlier upon a sixty (60) day written notice from Buyer to Seller. If the Closing Date is prior to November 10, 2003, then Buyer may elect to: (i) extend the Closing Date until November 10, 2003; or (ii) close prior to November 10, 2003, provided that Buyer either (x) pay to Seller at the closing, in addition to the Purchase Price, an amount equal to the difference

between the federal and state income tax obligations of the Seller arising as a result of such pre-November 10, 2003 Closing Date and the federal and state income tax obligations Seller would have incurred if the Closing Date had not been prior to November 10, 2003 including substantially all federal and state income tax obligations of Seller arising from such additional payment; or (y) make arrangements reasonably satisfactory to Seller pursuant to which the transaction contemplated under this Agreement would close in escrow without Seller incurring any federal and state income tax obligations as a result of such closing and the closing documents would be released from escrow and the deed recorded on November 10, 2003. The amount of any such difference described in clause (x) of this Section 4 shall be established pursuant to documentation mutually satisfactory to Buyer and Seller and any such documentation shall be delivered by Seller to Buyer at least thirty (30) days prior to the Closing Date. The closing shall take place at the offices of the Buyer's title insurance company, or at such other place as may be mutually agreed upon by Buyer and Seller. At the closing, Seller shall execute and deliver to Buyer the Deed against payment as set forth in this Agreement.

5. Adjustments, Prorations, and Closing Costs.

a. Real estate taxes and assessments and water and sewer use charges shall be prorated as of the Closing Date on the basis of the current municipal year and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price.

b. The Buyer and Seller shall each pay their own share of the Maine real estate transfer tax and execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed.

6. Possession. Seller shall deliver full and exclusive possession of the Premises on the Closing Date in the same condition as they now are, reasonable use and wear thereof excepted, broom clean and free of all Seller's personal property, personal effects and debris, free of all occupants and the rights of any other parties and otherwise in compliance with this Agreement. Buyer shall be entitled to an inspection of the Premises upon reasonable notice prior to the delivery of the Deed, in order to determine whether the condition thereof complies with the terms of this clause.

7. Risk of Loss. All risks of loss to the Premises prior to the closing shall be on Seller.

8. Review Period.

a. Buyer shall have thirty (30) days from the date of this Agreement (the "Review Period") to conduct Buyer's due diligence which may include, without limitation, examination of title to the Premises and other inspections to determine the acceptability of the Premises for Buyer's intended development program.

b. If Buyer is not satisfied with the results of such due diligence, in Buyer's sole discretion, then Buyer may elect to terminate this Agreement by giving Seller written notice of such election upon the expiration of the Review Period, in which event this Agreement shall

become void and the Earnest Money Deposit shall be refunded to Buyer.

c. Following the expiration of the review period, if Buyer has not elected to terminate this Agreement, Buyer shall have no further right to terminate this Agreement except for Buyer's failure to receive satisfactory Approvals as set forth in Paragraph 11(a) hereof, Seller's failure to convey title to the Premises as set forth in Section 3(b)(iii) of this Agreement or Seller's breach of this Agreement.

9. Default Remedies. If Buyer shall default in the performance of any of Buyer's obligations under this Agreement (except for default in the payment of any Additional Payment or Extension Payment as provided herein, for which a five (5) day cure period shall apply as set forth in Paragraph 11(a) below) and the default shall continue for a period of twenty (20) days following written notice of default, the Earnest Money Deposit and any Additional Payment(s) and Extension Payment(s) made or due and payable prior to the date of the default shall be retained by Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at law or in equity for any such default by Buyer. In any such case, Seller shall be entitled to recover any Additional Payments or Extension Payments due prior to the date of such default and shall be entitled to recover reasonable attorney's fees incurred to collect any such payments. If Buyer terminates this Agreement for any reason for which Buyer's termination is permitted, the Earnest Money Deposit, together with all interest earned thereon, shall be refunded to Buyer; but Seller shall be entitled to retain the Additional Payments and the Extension Payments which have been made prior to such date. No Additional Payment or Extension Payment shall be prorated for any partial month. Notwithstanding the foregoing, if Buyer terminates this Agreement as a result of Seller's breach of this Agreement, then the Earnest Money Deposit, together with all interest earned thereon, and any Additional Payments and Extension Payments, shall be refunded to Buyer; but this shall not limit Buyer's right to seek other remedies by reason of such failure, including specific performance.

10. Seller's Representations. Seller represents and warrants to Buyer:

a. To the best of Seller's knowledge all applicable zoning or other state or municipal ordinances or regulations have been complied with. Seller agrees to hold Buyer harmless from any such violations which occurred or existed prior to closing. Seller further warrants that no portion of the Premises is classified as tree growth for municipal tax purposes.

b. To the best of Seller's knowledge, Seller is the owner in fee simple of the Premises (subject only to matters of record), has the legal right, power and authority to enter into this Agreement and to perform all of his obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of his obligations hereunder will not conflict with any agreement to which Seller is a party or by which it is bound;

c. Seller has received no notice of any eminent domain proceedings affecting the Premises during his period of ownership;

d. To the best of Seller's knowledge, there is no underground fuel/oil

storage facility located on the Premises; and

e. Seller is not a "foreign person," as defined by the federal Foreign Investment in Real Property Tax Act (the "Act"). At the closing, Seller shall execute and deliver to Buyer a "non-foreign certificate," in such form as is customary. Seller acknowledges that in the event Seller fails to deliver the non-foreign certificate, then Buyer shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price and to remit that amount to the Internal Revenue Service, as required by the Act. Seller does hereby forever release and discharge Buyer from all liability resulting from, or arising out of, Buyer's good faith compliance with the requirements of the Act.

It shall be a condition of Buyer's obligation to close under this Agreement that all representations and warranties made by Seller hereunder are true to the best of Seller's knowledge, both as of the date hereof and as of the Closing Date. Without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, Buyer may, in addition to any other remedy therefor, terminate this Agreement by written notice to Seller, in which event the Earnest Money Deposit, together with all interest earned thereon, and any Additional Payments and Extension Payments shall be returned promptly to Buyer, and all obligations hereunder thereupon shall cease, and this Agreement thereupon shall be void without recourse to any party.

11. Other Conditions:

f. Notice. Whenever, by the terms of this Agreement, notice shall or may be given either to Buyer or to Seller, such notice shall be deemed to have been given only if in writing and either delivered by hand or facsimile or sent by registered or certified mail, or overnight express, postage prepaid, if intended for the Seller, to:

James E. Darling
84 Morrill Street
Portland, Maine 04103

Facsimile #:
with a copy to:

Gary D. Vogel, Esq.
Lambert Coffin
477 Congress Street
Post Office Box 15215
Portland, ME 04112-5215
Facsimile #: 207-874-4040

and, if intended for the Buyer to:

Packard Development LLC
One Wells Avenue
Newton, MA 02459
Attention: Armen Aftantilidan
Facsimile #: (617) 965-2519
with a copy to:

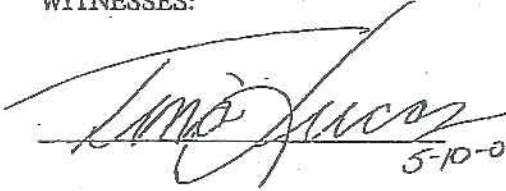
Ronald M. Fellman, Esq. and Jeffrey A. Huchschmann, Esq.
Goldstein, Kaitz & Fellman, LLP
800 South Street, Suite 395
Waltham, MA 02453
Facsimile #: 781-894-2129

or to such other address or addresses as may be specified by either party to the other by like notice. All notices shall be effective when delivered by the sender in accordance with this Agreement.

g. Cooperation and Access. Seller agrees to provide Buyer with any and all copies in Seller's possession or in the possession of its agents and/or consultants of information such as surveys, title reports or insurance policies and environmental reports. In addition, Buyer and its agents and employees shall have the right, at the Buyer's sole risk, to enter upon the Premises for the purpose of making tests and inspections of the same, and conducting due diligence, provided that Buyer shall do so in a fashion that does not unreasonably interfere with Seller's use of the Premises and following such inspections, testing and due diligence, Buyer shall leave the Premises in substantially the same condition as it was in prior to the initiation of

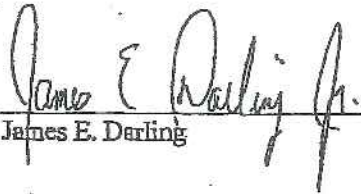
IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the dates shown beside their signatures below.

WITNESSES:


5-10-02

Linda Krause

SELLER:


James E. Darling 5-10-02

BUYER:

PACKARD DEVELOPMENT LLC, a
Massachusetts limited liability company

By: 
Name: Armen Aftandilian

EXHIBIT A

Legal Description

A certain lot or parcel of land, with the building thereon, recorded in the City of Portland, County of Cumberland and State of Maine and being lot No. 252 on the westerly side of Morrill Street as shown on plan of addition in Hawthorne Heights as recorded in the Cumberland County Registry of Deeds in Plan Book 15, Page 19.

Also, another certain lot or parcel of land, situated in the City of Portland, County of Cumberland and State of Maine and being lot No. 279 on said plan and being shown on City Assessor's Plan 152, Block D, Lot 15, recording in deed to Edgar B. Allen from Cecelia A. Terreno, recorded in the said Registry of Deeds in Book 1882, Page 355.

Kaitz & Fellman, LLP
ATTORNEYS

54 Jaconnet Street
Suite 800
Newton, MA 02451
(781) 894-4400
FAX (781) 894-2129

Of Counsel
Jeffrey A. Huebschmann, Esq.
jah@gkfilp.com
Writer's Direct Number: (617) 658-1250

November 25, 2003

By Facsimile

Derek Gamble, Esq.
Lambert, Coffin, Rudman & Hochman
477 Congress Street
Portland, ME 04101

Re: Packard Development/ James R. Darling - 84 Morrill Street, Portland, ME

Dear Derek:

I am writing to confirm the agreement between Packard Development, LLC and James R. Darling regarding the extension of the Approval Period under that certain Purchase and Sale Agreement between the parties dated May 13, 2002, for the above-referenced property (the "Agreement"). Capitalized terms not defined in this letter shall have the same meanings given them in the Agreement.


As agreed, the Approval Period under Section 11 of the Agreement is hereby extended to May 31, 2004. On behalf of Packard Development, I confirm that: (i)

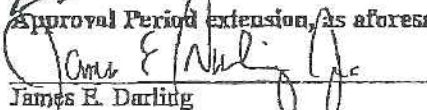
Please have Mr. Darling confirm his agreement with the foregoing by having him countersign a copy of this letter where indicated below and return a fully countersigned copy to me as soon as possible. A signed facsimile copy of this letter agreement shall be binding upon the undersigned as fully and to the same extent as an original signed copy of this letter agreement. As amended hereby the Agreement remains in full force and effect and is hereby ratified by the parties thereto.

Upon receipt of a fully countersigned copy of this letter, Packard Development will forward to your attention a check in the amount of: _____ as payment of your fees related to the Approval.

Please call me if you have any questions. Thank you for your cooperation.

Sincerely,
Packard Development, LLC
By its attorneys
Kaitz & Fellman, LLP

By: 
Jeffrey A. Huebschmann

Approval Period extension, as aforesaid, agreed to by:

James R. Darling

RECEIVED

Kaitz & Fellman, LLP
ATTORNEYS

MAY 10 2004

LAMBERT COFFIN

54 Jaconnet Street
Suite 300
Newton, MA 02451
(781) 894-4400
FAX (781) 894-2129

Of Counsel

Jeffrey A. Huebschmann, Esq.
jah@kflfp.com
Writer's Direct Number: (617) 658-1250

May 5, 2004

By Email and Federal Express

Derek Gamble, Esq.
Lambert, Coffin, Rudman & Hochman
477 Congress Street
Portland, ME 04101

Re: Packard Development, LLC/ James E. Darling - 84 Morrill Street, Portland, ME

Dear Derek:

On behalf of Packard Development, LLC, I am writing to request an additional extension of the Approval Period under that certain Purchase and Sale Agreement between James E. Darling, as Seller and Packard Development, LLC, as Buyer, dated May 13, 2002, for the above-referenced property, as amended by that certain letter agreement dated November 26, 2003 (collectively, the "Agreement"). Capitalized terms not defined in this letter shall be defined as set forth in the Agreement.

Specifically, Buyer hereby requests an extension of the Approval Period from May 31, 2004 to May 31, 2005. Agreement shall

Please have Seller confirm, by countersigning a copy of this letter where indicated below, that for valuable consideration, the receipt and sufficiency thereof is hereby acknowledged. Seller agrees to the foregoing Approval Period extension. Please return a countersigned copy of this letter to me as soon as possible. As amended hereby, the Agreement remains in full force and effect and is hereby ratified by Seller and Buyer.

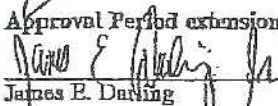
Upon receipt of a fully countersigned copy of this letter Packard Development will forward

Please call me if you have any questions. Thank you for your cooperation.

Sincerely,
Packard Development, LLC
By its attorneys
Kaitz & Fellman, LLP

By: 
Jeffrey A. Huebschmann

Approval Period extension, as aforesaid, agreed to by:


James E. Darling

Robin J. Gotshall
617.646.2017
rjgotshall@sherin.com
30727/0

May 27, 2005

BY OVERNIGHT DELIVERY

James E. Darling
84 Morrill Street
Portland, Maine 04103

Re: Closing Notice for 84 Morrill Street, Portland, Maine

Dear Mr. Darling:

Reference is made to that certain Real Estate Purchase and Sale Agreement dated May 10, 2002, by and between James E. Darling, Jr. ("Seller") and Packard Development LLC ("Buyer"), as amended by two (2) letter agreements dated November 26, 2003 and May 5, 2004, respectively, from Kaitz & Fellman, LLC, on behalf of Buyer, and countersigned by Seller (collectively, the "Purchase Agreement").

Pursuant to Section 4 of the Purchase Agreement, this letter shall constitute Buyer's notice to Seller that the Closing Date, as such term is defined therein, shall be August 1, 2005.

Very truly yours,



Robin J. Gotshall

RJG:car

cc: Gary D. Vogel, Esq. (by overnight delivery)
Lambert Coffin
477 Congress Street
Post Office Box 15215
Portland, Maine 04112-5215

James E. Darling
May 27, 2005
Page - 2 -

Bcc: G. Stutz (by email)
L. Costanzo (by email)
M. Sawyer (by email)
R. Fellman (by email)
R. Goto (by email)
C. Woodward

.....
City Property

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of the 2nd day of Feb, 2005, by and between the **CITY OF PORTLAND**, a body politic and corporate, with a place of business at 389 Congress Street, Portland, Maine (hereinafter "**CITY**") and **PACKARD DEVELOPMENT, LLC**, a Delaware Limited Liability Company, with a mailing address of One Wells Avenue, Newton, Massachusetts 02159 (hereinafter "**DEVELOPER**").

WHEREAS, DEVELOPER seeks to develop an area at or near Morrill's Corner in said Portland, including a portion of **CITY**'s property, as a mixed use development, including residential units, retail space, offices and improved recreation space, among other uses, and has requested a conditional rezoning for the project;

WHEREAS, DEVELOPER responded to a **CITY** Request for Proposals for the sale of City-owned property located in the vicinity of Magnolia Street (hereinafter the "**RFP**"), which is adjacent to property in which **DEVELOPER** has acquired right, title or interest; and

WHEREAS, the parties have agreed to terms of the sale of the Magnolia Street parcel and the associated so-called "Burt" property on Cambridge Street, as further described below;

NOW, THEREFORE, in consideration of the mutual promises herein, **CITY** and **DEVELOPER** agree as follows:

1. **PROPERTY.**

CITY agrees to sell the property delineated on Tax Maps and Lots as 151A-A-13 (Cambridge Street property), 435-G-10, 11, 12, and 26 (Magnolia Street property), more particularly described in Exhibit A attached hereto and incorporated herein by reference, (hereinafter "**PROPERTY**") to **DEVELOPER**; and **DEVELOPER** agrees to purchase the **PROPERTY** in accordance with the provisions hereof.

2. USE.

The **PROPERTY** shall be used by **DEVELOPER** for development in accordance with the provisions of the Conditional Rezoning Agreement between **CITY** and **DEVELOPER** (hereinafter "Development").

3. CONSIDERATION.

The purchase price for the **PROPERTY** shall be as follows:

a. **DEVELOPER** shall pay to **CITY** the total sum of One Hundred Thousand Seventy-Five Thousand Dollars (\$175,000.00) for parcels 435-G-10, 11, 12 and 26. The deposit amount of One Thousand Dollars (\$1,000.00), previously submitted with **DEVELOPER**'s RFP response, shall be credited toward this amount. The remainder due shall be paid in full at closing.

b. **DEVELOPER** shall pay to **CITY** Three Hundred Fifty-Five Thousand Dollars (\$355,000.00) for parcel 151A-A-13. The consideration for parcel 151A-A-13 shall be placed in escrow fund that may be drawn down by **DEVELOPER** solely for the purpose of remediation of the environmental contamination existing upon lot 151A-A-13, after confirmation by **CITY**, through the Engineering Division of the Department of Public Works, or at the discretion of **CITY**, such other environmental consultant as may be needed, that such amounts are attributable to the cleanup of this parcel. In the event that the costs of remediation of the site exceed \$355,000.00, then **DEVELOPER** shall be solely responsible for costs in excess of that amount required to complete sufficient remediation to allow the installation of the multi-purpose recreational field required by the terms of the Conditional Rezoning Agreement between **DEVELOPER** and **CITY** (hereinafter the "required remediation"). In the event that the cost of the required remediation is less than \$355,000.00, then the remainder of the escrow funds shall be paid to **CITY** at the completion of the required remediation.

4. TITLE.

Title to the **PROPERTY** shall be conveyed by Municipal Quitclaim deed without covenant, insurable by a title insurance policy available at standard rates. **DEVELOPER** shall conduct a title search within ninety (90) days of the execution of this **AGREEMENT** and may, at its discretion, terminate this **AGREEMENT** if title is found uninsurable at standard rates within ten (10) days after the ninety (90) day period by written notice to **CITY**. Failure to do so shall waive **DEVELOPER**'s right to terminate this **AGREEMENT** for any title defects which were in existence as of the date of this **AGREEMENT**.

In the event that a boundary plan and survey is performed on behalf of **DEVELOPER** and is unacceptable to **DEVELOPER** due to defects which affect **DEVELOPER**'s use of the **PROPERTY**, **CITY** shall have the right but not the obligation to cure said defects within one hundred eighty (180) days after receipt of written notice from **DEVELOPER** of such defect. In the event that the City can not cure the defect within said time period, or chooses not to do so, **DEVELOPER** shall be entitled to a full refund of its deposit paid under the terms of this

Agreement, this Agreement shall be terminated and the parties shall be relieved of all other obligations under this Agreement.

5. **POSSESSION.**

Full possession of the **PROPERTY** will be given to **DEVELOPER** at the time of transfer of title.

6. **RISK OF LOSS.**

The risk of loss or damage to the **PROPERTY** by fire or otherwise, until transfer of title hereunder, is assumed by **CITY**. The **PROPERTY** shall be delivered to **DEVELOPER** in substantially the same condition as of the date of this **AGREEMENT**.

7. **CLOSING.**

Closing on the sale of the **PROPERTY** shall occur when all permits have been acquired and all appeal periods have expired, but in no event later than September 1, 2005, at the offices of **CITY**, subject to the conditions set forth in this **AGREEMENT**. The time period for closing may be extended by the City Manager by written notice, provided that **DEVELOPER** is working to satisfy conditions of this **AGREEMENT** or that the delays are caused by events that are beyond the control of the **DEVELOPER**.

8. **CONDITIONS TO CLOSING.**

a. **DEVELOPER** may enter the **PROPERTY** to inspect, survey and conduct tests in order to develop plans and obtain permits necessary to construct and operate Development. **DEVELOPER** shall not conduct testing of any kind without prior written approval of **CITY**. **DEVELOPER** shall restore the **PROPERTY** to its original state after testing is completed. **DEVELOPER**'s obligation to close is contingent on receipt of satisfactory test results showing the **PROPERTY** can be used following appropriate environmental remediation for the purpose for which **DEVELOPER** intends. In the event that **DEVELOPER** does not complete the purchase of the **PROPERTY**, it shall provide copies to **CITY** free of charge, of all test results obtained. All testing shall be conducted within ninety (90) days of the execution of this **AGREEMENT**.

b. **DEVELOPER** has obtained all required municipal, state and federal approvals required for construction of the Development;

c. **DEVELOPER** has obtained approval of a conditional rezoning for the Development from the City Council. **DEVELOPER** understands that approval of this Agreement does not insure that the City Council will approve of a conditional rezoning for the Development.

d. No litigation or legislative or legal action exists or is pending at time of closing that would bar the sale or the intended use of the **PROPERTY** by **DEVELOPER**.

9. **CONDITIONS WHICH SURVIVE CLOSING.**

DEVELOPER shall substantially begin construction of the Development within twelve (12) months after closing.

10. **TERMINATION.**

This **AGREEMENT** may be terminated by **DEVELOPER** for the following reasons:

- a. Inability of **CITY** to convey title insurable at standard rates, as described in paragraph 4 of this **AGREEMENT**;
- b. Acquisition of a boundary plan and survey unacceptable to **DEVELOPER** which defects have not been cured by **CITY**;
- c. **DEVELOPER** can not develop the **PROPERTY** due to environmental or geotechnical conditions after the **DEVELOPER** has expended all reasonable efforts to obtain the required permits from the Maine Department of Environmental Protection;
- d. Necessary approvals from Maine Department of Transportation and other permitting authorities including but not limited to the Portland Planning Board are not received within nine (9) months of this **AGREEMENT**;
- e. Litigation or other action exists or is pending at time of closing that precludes **DEVELOPER**'s ability to use the **PROPERTY** for the Development.

In the event of such termination, the parties shall have no further obligation to the other and shall be relieved of all obligations hereunder.

11. **ACCEPTANCE OF CONDITIONS OF SITE.**

DEVELOPER agrees to accept the condition of the **PROPERTY** as is, where is, with no warranties or representations by **CITY** as to its condition. **CITY** will share with **DEVELOPER** any information, including environmental information, it has about the **PROPERTY**.

12. **REPURCHASE OPTION.**

In the event **DEVELOPER** fails to substantially begin construction of the Development within twelve (12) months after closing, **CITY** shall have the right but not the obligation to repurchase the **PROPERTY** by giving a ninety (90) day written notice of its intent to repurchase. **CITY** shall have one hundred eighty (180) days to tender payment to **DEVELOPER** for the purchase. **DEVELOPER** may, at its option, transfer the **PROPERTY** to **CITY** prior to payment should **DEVELOPER** deem it advisable to do so. If transfer of the

PROPERTY is to occur prior to payment by **CITY**, payment arrangements shall be negotiated by **DEVELOPER** and **CITY** at time of transfer.

In the event that **CITY** exercises its right to repurchase the property, it shall repay to **DEVELOPER** the purchase price paid by **DEVELOPER** to **CITY** for the **PROPERTY**.

13. **BINDING EFFECT/ ASSIGNABILITY.**

This **AGREEMENT** shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This **AGREEMENT** is not assignable by either party, except that **DEVELOPER** may assign rights under this agreement to a related entity established for the purpose of ownership of the real estate that is subject to the Conditional Rezoning Agreement.

14. **ENTIRE AGREEMENT.**

This **AGREEMENT** represents the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the **PROPERTY**.

15. **HEADINGS AND CAPTIONS.**

The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

16. **GOVERNING LAW.**

This **AGREEMENT** shall be governed by and construed and enforced in accordance with the laws of the State of Maine.

17. **NOTICE.**

Any notice required or permitted under this **AGREEMENT** shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

For the CITY :	City of Portland Attn: City Manager 389 Congress Street Portland, ME 04101
With a copy to:	Portland Corporation Counsel
For the BUYER :	Packard Development Paul S. Cincotta One Wells Avenue Newton, MA 02459

With a copy to:

Natalie Burns, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, ME 04112-4510

18. DEPOSIT.

DEVELOPER has paid to **CITY** the sum of One Thousand Dollars (\$1,000) as a deposit on the **PROPERTY**. This amount shall be credited toward the final purchase price. In the event that **DEVELOPER** does not complete the purchase within thirty (30) days of the completion of the requirements described in Paragraph 8 of this **AGREEMENT** including any extensions thereof, the deposit shall be retained by **CITY** as liquidated damages unless **DEVELOPER** terminates under paragraph 10 of this **AGREEMENT**, in which event such deposit shall be returned to **DEVELOPER**.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be signed and sealed in their respective names and capacities as of the day and year first above written.

CITY OF PORTLAND

Sonia Bean
WITNESS

By: [Signature]
Joseph E. Gray, Jr.
Its City Manager

**PACKARD DEVELOPMENT, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY**

[Signature]
WITNESS

By: [Signature]
Printed name: ARMEN D. ARAMIDIAN
Its: VP

PARKING MANAGEMENT PLAN PORTLAND BOXING CLUB

I. INTRODUCTION

This Parking Management Plan is presented as part of the request for site plan approval for the new structure that will house the existing Portland Boxing Club, located near the rear of the site upon which the Morrill's Crossing mixed use development is proposed. The Boxing Club's day-to-day parking needs will be more than met by the 90 parking spaces that are located around the proposed new building. The purpose of this Plan is to describe the arrangements for parking for special boxing events that may be held up to ten times per year at the facility.

II. DESCRIPTION OF PORTLAND BOXING CLUB

The Portland Boxing Club is an existing non-profit, youth organization that provides training and mentoring to youth in the City of Portland and surrounding area. The Club also provides facilities for other fighters to come and train. The Club has existed for over 10 years and has provided services to many area residents, including youth scholarships, and has supported other charities as well.

III. DESCRIPTION OF SPECIAL BOXING EVENTS

The proposed new Boxing Club building will have a capacity of approximately 1000 people. Tickets are required for attendance at the events. These events generally occur in the fall and spring. They are generally held on Saturday nights, start around 8:00 p.m. and run until 11:00 p.m. Each event has a "main event" with the principal bout of the evening. This main event commences at 10:00 p.m. The Club's experience with boxing events is that people do not come by themselves in separate vehicles but that groups of friends and family members come together.

IV. PROPOSED PARKING MANAGEMENT FOR LARGE EVENTS

Persons who buy tickets for box seats or other priority seating will be issued a sticker or pass to be placed in their vehicles. This placard will authorize the person to utilize the areas adjacent to the club, which will be designated as "Reserved" or priority parking. This parking occurs as shown on the Special Boxing Event Parking Plan that is included as Exhibit A of this Plan. Boxing Club staff will work in the parking area on event nights to direct traffic and answer questions. Once the reserved parking spaces have been filled, others will be allowed to park in the remaining designated spaces in the development.

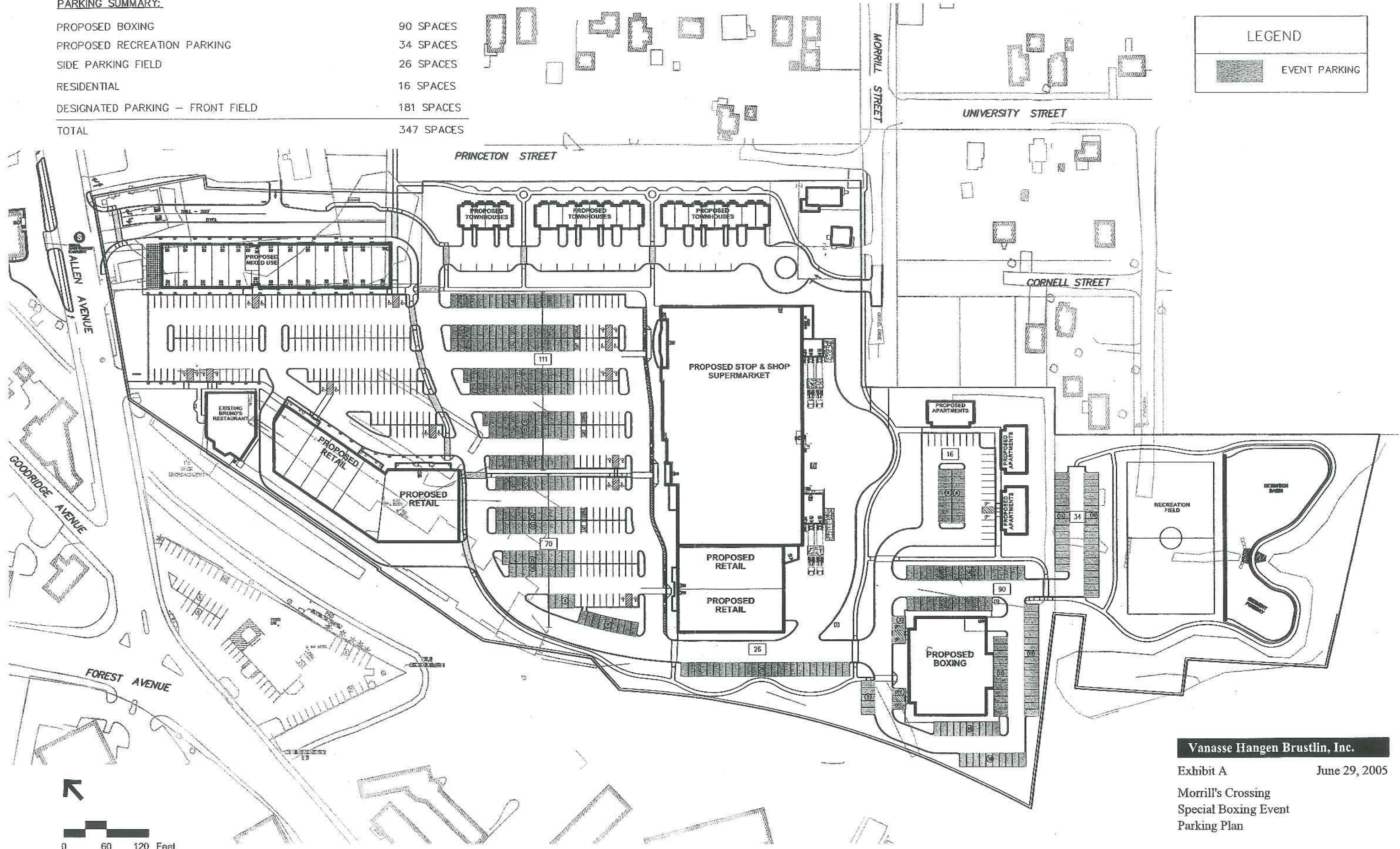
Persons purchasing other types of tickets will be able to park in designated areas in the development, as shown on Exhibit A. Because special events occur at off-peak hours for the recreation field and retail uses, this parking will be available for use by the Club and will be marked with signs to direct event attendees. In addition, Boxing Club employees will direct people in vehicles both at the Club and in the parking lot. There will be signage that indicates the location of reserved parking and other available parking areas.

PARKING SUMMARY:

PROPOSED BOXING	90 SPACES
PROPOSED RECREATION PARKING	34 SPACES
SIDE PARKING FIELD	26 SPACES
RESIDENTIAL	16 SPACES
DESIGNATED PARKING – FRONT FIELD	181 SPACES
TOTAL	347 SPACES

LEGEND

 EVENT PARKING

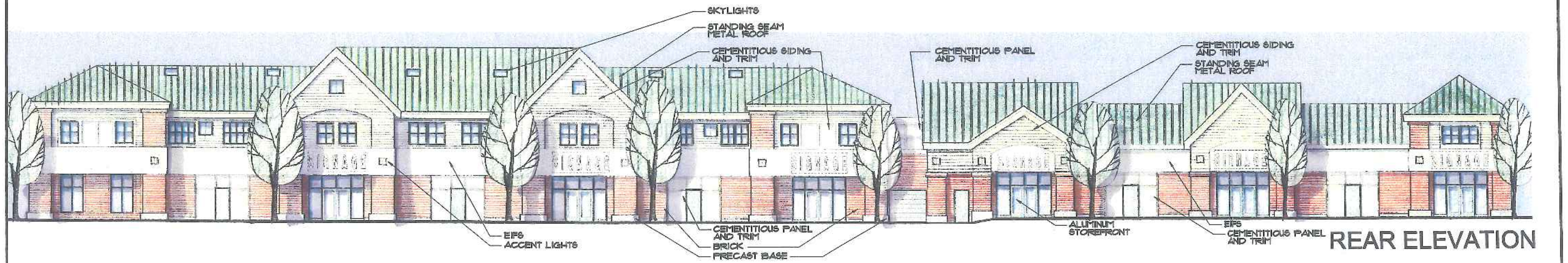


Vanasse Hangen Brustlin, Inc.

Exhibit A

June 29, 2005

Morrill's Crossing
Special Boxing Event
Parking Plan



MORRILL'S CROSSING



Retail A+B



8 UNIT FRONT ELEVATION



8 UNIT REAR ELEVATION



4 UNIT FRONT ELEVATION

4 UNIT REAR ELEVATION

TYPICAL END ELEVATION

MORRILL'S CROSSING

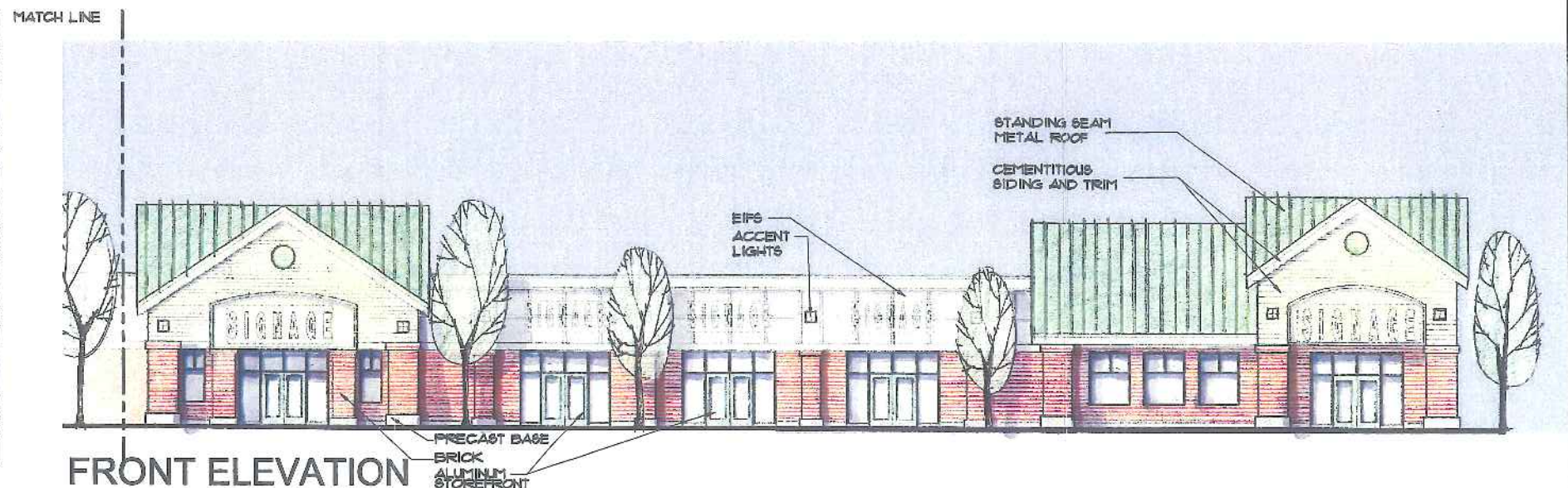


PORT CITY ARCHITECTURE

TOWN HOMES



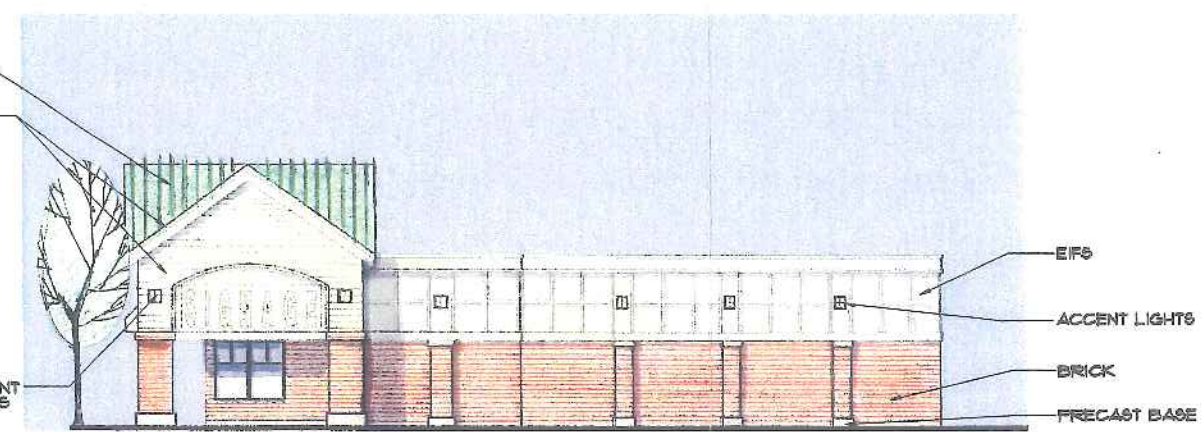
FRONT ELEVATION



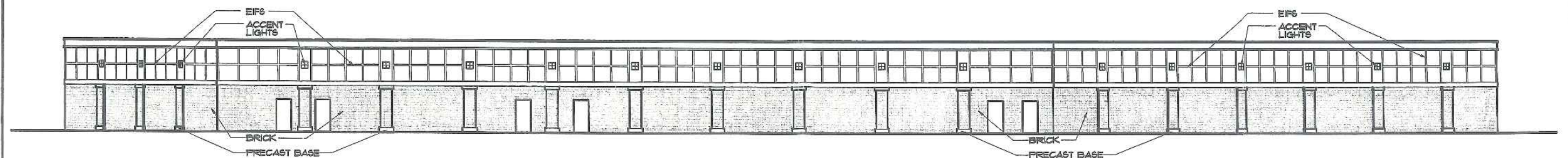
FRONT ELEVATION



SIDE ELEVATION

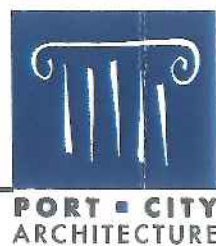


SIDE ELEVATION



REAR ELEVATION

MORRILL'S CROSSING



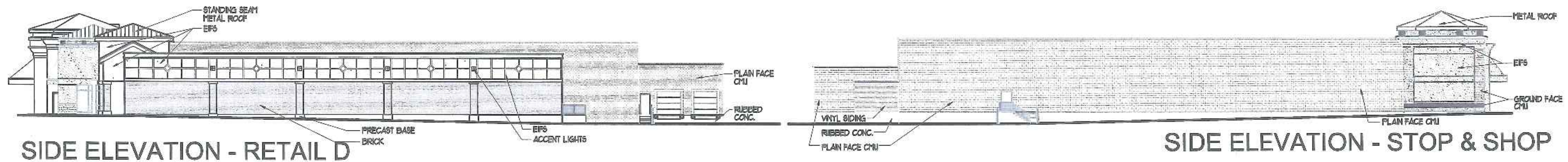
RETAIL C



FRONT ELEVATION

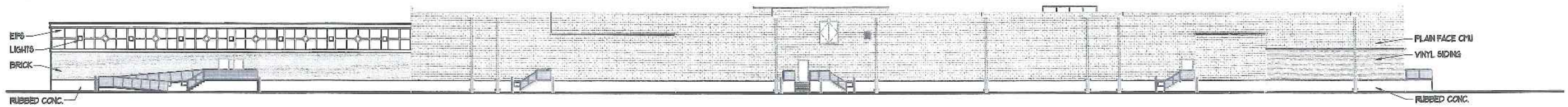
STOP & SHOP

RETAIL "D"



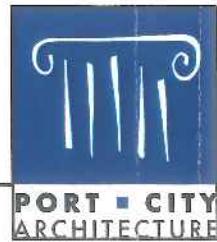
SIDE ELEVATION - RETAIL D

SIDE ELEVATION - STOP & SHOP



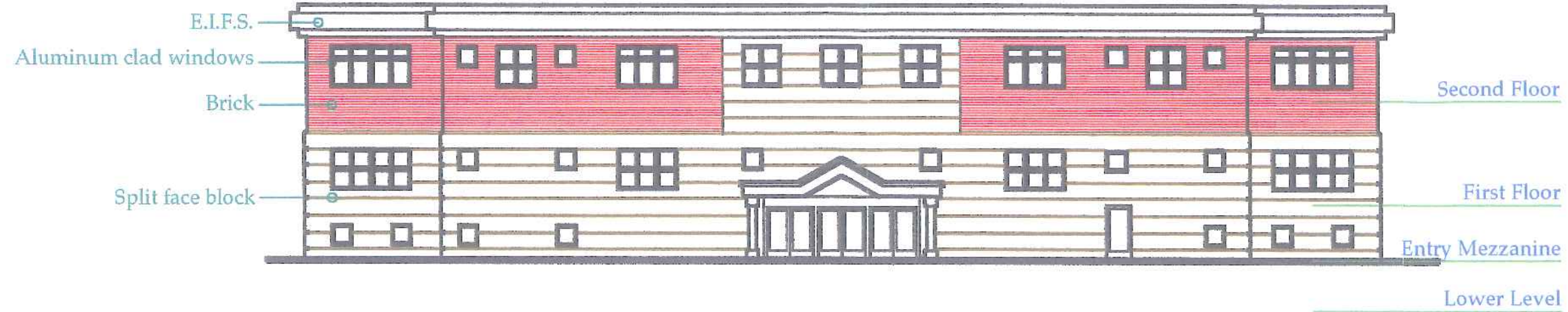
REAR ELEVATION

MORRILL'S CROSSING



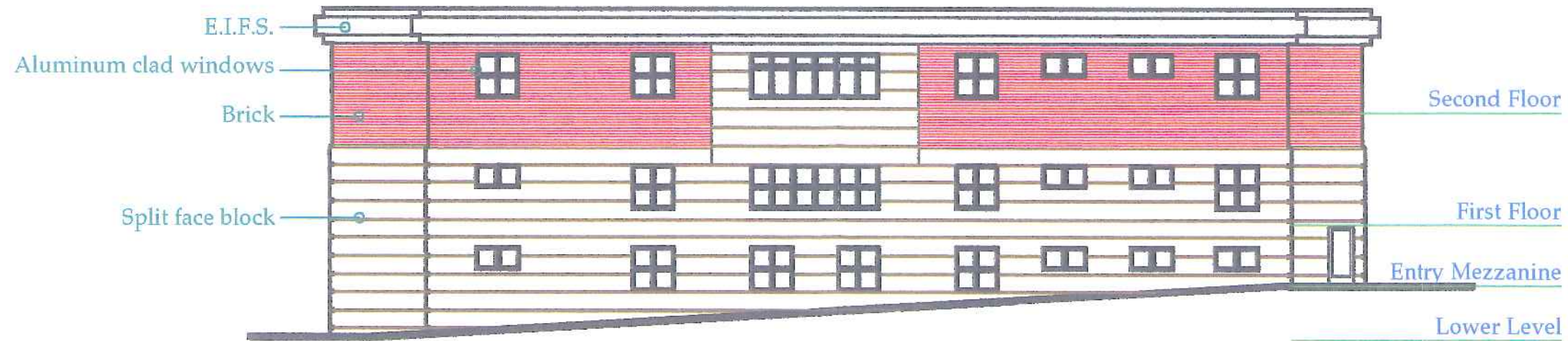
Retail D+E

PORTLAND BOXING CLUB



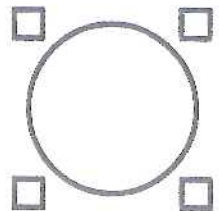
West Elevation

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



North Elevation

Scale: 1/16s" = 1'-0"

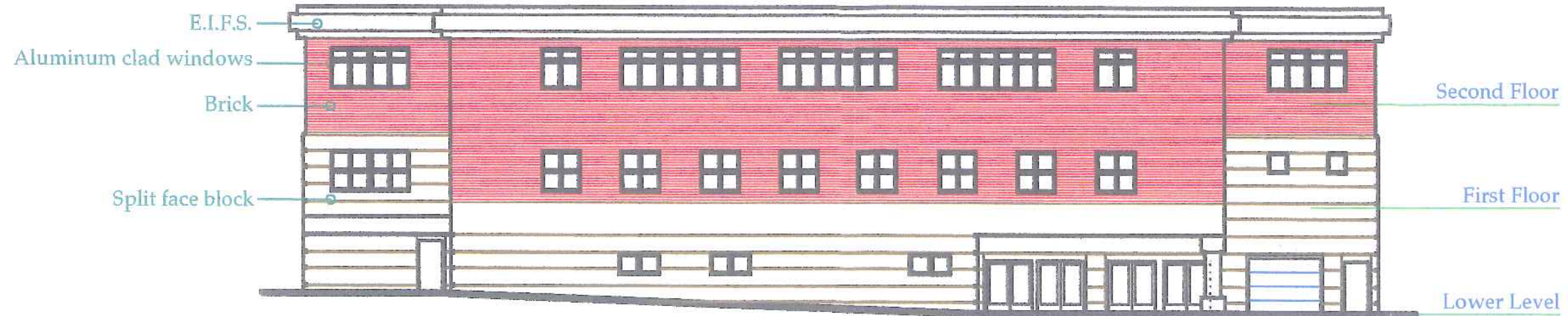


John W. Einsiedler, R.A.
Architecture

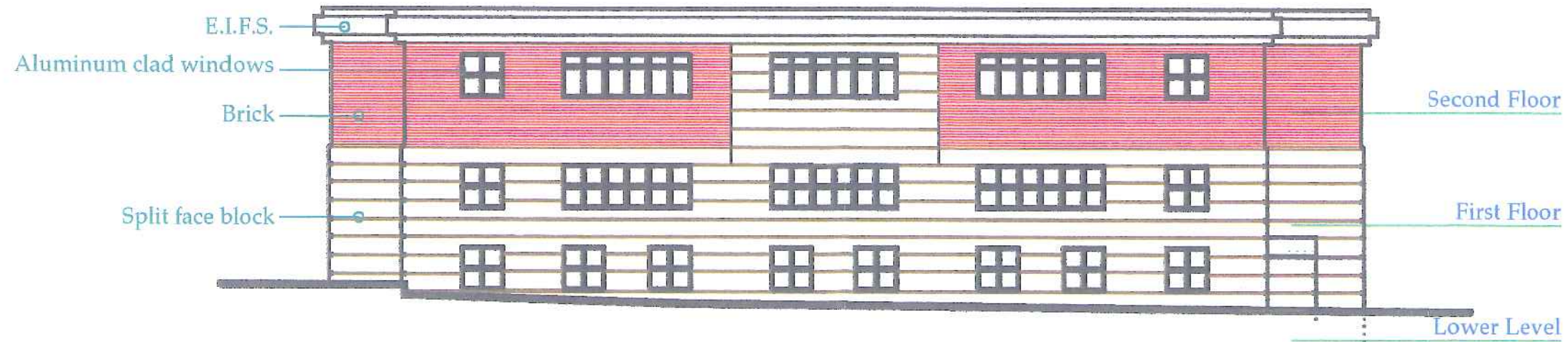
148 Sea Road Kennebunk, Maine 04043
Phone 207-985-9760 Facsimile 207-985-9818
home page: www.johnarchitect.com e-mail: js@johnarchitect.com
Architecture • Interior Design • Universal Design

ALLEN AVENUE ASSOCIATES
Portland, Maine

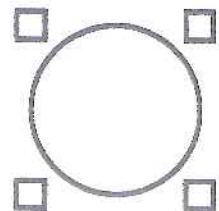
PORTLAND BOXING CLUB



East Elevation
Scale: 1/16" = 1'-0"



South Elevation
Scale: 1/16" = 1'-0"



John W. Einsiedler, R.A.
Architecture
 148 Sea Road Kennebunk, Maine 04043
 Phone 207-985-9760 Facsimile 207-985-9818
 homepage: www.johnarchitect.com e-mail: jw@johnarchitect.com
 Architecture • Interior Design • Universal Design

ALLEN AVENUE ASSOCIATES
 Portland, Maine

FOUR UNIT RESIDENTIAL BUILDING

- asphalt shingled roof
- wood trim
- aluminum clad windows
- clapboard siding



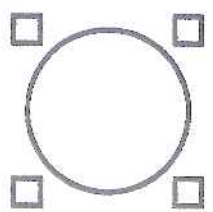
Front Elevation
Scale: 1/8" = 1'-0"



Left Side Elevation (Right Elevation mirrored)
Scale: 1/8" = 1'-0"



Rear Elevation
Scale: 1/8" = 1'-0"



John W. Einsiedler, R.A.
Architecture
148 Sea Road Kennebunk, Maine 04043
Phone 207-985-9760 Facsimile 207-985-9818
homepage: www.johnarchitect.com e-mail: j@johnarchitect.com
Architecture • Interior Design • Universal Design

ALLEN AVENUE ASSOCIATES
Portland, Maine