

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

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

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

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

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

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

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

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

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

APL

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

19980068

I. D. Number

First Atlantic Corp

Applicant

222 St John St, Portland, ME

Applicant's Mailing Address

The Pochebit Co., Inc.

Consultant/Agent

797-3369

797-3299

Applicant or Agent Daytime Telephone, Fax

6/22/98

Application Date

Seaside Nursing Home

Project Name/Description

850 Baxter Blvd

Address of Proposed Site

166-A-010

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential

Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) **Renovations entry way**

3.71

R-5

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

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

Fees Paid: Site Plan **\$300.00** Subdivision _____ Engineer Review **\$144.00** Date **1/27/99**

Planning Approval Status:

Reviewer **Kandi Talbot**

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

Approval Date **11/18/98** Approval Expiration **11/18/99** Extension to _____ Additional Sheets Attached

OK to Issue Building Permi **Kandi Talbot** **1/27/99**
signature date

Performance Guarantee **Required*** **Not Required**

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

<input checked="" type="checkbox"/> Performance Guarantee Accepted	1/22/99 date	\$44,000.00 amount	8/31/00 expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	1/27/99 date	\$748.00 amount	
<input checked="" type="checkbox"/> Building Permit Issue	1/29/99 date		
<input type="checkbox"/> Performance Guarantee Reduced	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	date		
<input type="checkbox"/> Performance Guarantee Released	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	date	signature	

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

19980068

I. D. Number

First Atlantic Corp

Applicant

222 St John St, Portland, ME

Applicant's Mailing Address

The Pochebit Co., Inc.

Consultant/Agent

797-3369 797-3299

Applicant or Agent Daytime Telephone, Fax

6/22/98

Application Date

Seaside Nursing Home

Project Name/Description

850 Baxter Blvd

Address of Proposed Site

166-A-010

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) **Renovations entry way**

Proposed Building square Feet or # of Units 3.71 Acreage of Site R-5 Zoning

Check Review Required:

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

Fees Paid: Site Plan \$300.00 Subdivision Engineer Review \$144.00 Date: 1/27/99

DRC Approval Status:

Reviewer Jim Wendel

- Approved Approved w/Conditions see attache Denied

Approval Date 11/18/98 Approval Expiration 11/18/99 Extension to Additional Sheets Attached

Condition Compliance Jim Wendel 1/27/99
signature date

Performance Guarantee Required* Not Required

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

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>1/22/99</u> date	<u>\$44,000.00</u> amount	<u>8/31/00</u> expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	<u>1/27/99</u> date	<u>\$748.00</u> amount	
<input checked="" type="checkbox"/> Building Permit	<u>1/29/99</u> date		
<input type="checkbox"/> Performance Guarantee Reduced	<u> </u> date	<u> </u> remaining balance	<u> </u> signature
<input type="checkbox"/> Temporary Certificate Of Occupancy	<u> </u> date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	<u> </u> date	<u> </u> signature	
<input type="checkbox"/> Certificate Of Occupancy	<u> </u> date		
<input type="checkbox"/> Performance Guarantee Released	<u> </u> date	<u> </u> signature	
<input type="checkbox"/> Defect Guarantee Submitted	<u> </u> submitted date	<u> </u> amount	<u> </u> expiration date
<input type="checkbox"/> Defect Guarantee Released	<u> </u> date	<u> </u> signature	

SEASIDE HEALTHCARE LLC
 /a SEASIDE NURSING & RETIREMENT HOME
 AXTER BOULEVARD, PORTLAND, MAINE 04103

PEOPLES HERITAGE
 LEWISTON, MAINE 52-7445/2112

CHECK N^o 003842

OPERATING ACCOUNT

ACTLY \$ *****892*DOLLARS AND 00* CENTS

DOLLARS

I.D. NO. DATE AMOUNT
 003842 01/26/99 \$*****892.00

CITY OF PORTLAND
 389 CONGRESS STREET
 PORTLAND ME 04101

VOID AFTER 60 DAYS

BY *Kenneth W Bowden* MP
 AUTHORIZED SIGNATURE

⑈003842⑈ ⑆211274450⑆ 0291 74711⑈

DUPLICATE

GENERAL RECEIPT

CITY OF PORTLAND, MAINE

DEPARTMENT WUD DATE 1/27/99
 RECEIVED FROM Seaside Healthcare
 ADDRESS 350 Baxter Boulevard

UNIT	ITEM	REVENUE CODE	DOLLAR AMOUNT
	Eng. + Insp. Fee		892.00
	Eng. Fee \$144.00		
	Insp fee \$748.00		
	19980068		

CASH CHECK OTHER TOTAL 892.00

3842

RECEIVED BY KT



June 18, 1998
Hand Delivery

The Pochebit Co., Inc.

171 WARREN AVE. - PORTLAND, ME 04103 - (207) 797-3369 FAX (207) 797-3299

Mr. Richard Knowland
Senior Planner
City of Portland
389 Congress St.
Portland, ME 04101

REF: Proposed Renovations to
Seaside Nursing Home
850 Baxter Boulevard
Portland, Maine

Dear Richard:

Please find enclosed a Site Plan Review Pre-Application and payment for Site Plan Review Fee (\$300.00) for the above referenced project. Also enclosed is a copy of the deed for the property, and seven copies of the Existing & Proposed Site Plans for the renovations. As discussed and requested at our meeting, we have included the "parking calculations/requirements" on the proposed plans. Please note that the facility will have 142 beds after the renovations; rather than the 152 beds that presently exist today.

If you should have any questions, or require any further information, please do not hesitate to contact us.

Sincerely,

Michael A. White

MAW/sld

cc: Craig Coffin (First Atlantic Corporation)
Cindy Farley (Seaside Nursing Home)

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

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

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

FIRST ATLANTIC CORPORATION

6/18/98

Applicant
222 ST. JOHN ST. PORTLAND

Application Date
SEASIDE NURSING HOME

Applicant's Mailing Address
THE POCHEBIT CO., INC.

Project Name/Description

Consultant/Agent
TEL NO. 797-3369 FAX 797-3299

850 BAXTER BLVD.

Applicant/Agent Daytime telephone and FAX

Address Of Proposed Site
MAP 166 LOT A10, MAP 167 B 11
Assessor's Reference, Chart#, Block, Lot#

Proposed Development (Check all that apply) New Building Building Addition Change of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Other(Specify) RENOVATIONS TO EXISTING NURSING HOME

EXISTING NURSING HOME 142 BEDS 3.71 AC. R-5
Proposed Building Square Footage and /or # of Units Acreage of Site Zoning

You must Include the following with you application:

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

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

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

Signature of applicant's AGENT: <u>Michael A. White for THE POCHEBIT CO.</u> <u>MICHAEL A. WHITE</u>	Date: <u>6/18/98</u>
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Site Review Fee: \$300.00

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

Seaside

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MISCAD-30900000

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5374

Know All Men by These Presents,

That the CITY OF PORTLAND, a body politic and corporate,

a Corporation organized and existing under the laws of the State

and located at Portland
in the County of Cumberland and State of Maine

in consideration of TWENTY-FIVE THOUSAND ONE HUNDRED TWENTY-EIGHT AND FIFTY ONE-HUNDREDTHS (\$25,128.50) DOLLARS,

paid by DAVID A. MATTERSON AND ELEANOR A. MATTERSON of Newhill, in the County of Essex and the Commonwealth of Massachusetts,

the receipt whereof it does hereby acknowledge, does hereby receive, release, bargain, sell and convey and warrant Full Title unto the said

DAVID A. MATTERSON AND ELEANOR A. MATTERSON,

their heirs and assigns forever,

a certain lot or parcel of land located in said Portland and more particularly bounded and described as follows: Beginning at an iron in the southeasterly side line of Front Street, said iron being distant 190.00 feet northwesterly along the said southeasterly side line of Front Street from the intersection of the northwesterly side line of Front Street and the northwesterly side line of Randall Street; thence southeasterly and making an included angle of 87°43' with the southeasterly side line of Front Street and parallel with the northwesterly side line of Randall Street, a distance of 360.00 feet to an iron; thence northwesterly making an included angle of 90°15' with the northwesterly direction of the last described course and parallel with the southeasterly side line of Front Street a distance of 450.00 feet to an iron; thence northwesterly making an included angle of 87°43' with the southeasterly direction of the last described course and parallel with the north westerly side line of Randall Street, a distance of 360.00 feet to an iron and an intersection with the southeasterly side line of Front Street; thence southeasterly along the southeasterly side line of Front Street and making an included angle of 90°15' with the southwesterly direction of the last described course, a distance of 450.00 feet to the iron at the point of beginning.

Being a portion of the premises conveyed to the Grantor by deed of Carrie M. Dyer, dated April 24, 1929, recorded in the Cumberland County Registry of Deeds in Book 1316, Page 223.

Excepting and reserving from the aforesaid premises and to the City of Portland, its successors and assigns forever, certain rights-of-way or easements for the purpose of maintaining, operating, altering, repairing, replacing and removing public drains located thereon, said rights-of-way to be sufficient in width in the sole opinion of the Director of Public Works of the City of Portland to permit the foregoing. It is expressly understood that the Grantors, their heirs and assigns, shall not erect, place, or maintain any structures on, above, or under said rights-of-way or easements unless the same are so constructed to leave sufficient clearance above, below and at the sides of said drains to permit the use of said easements for the purposes above reserved, and in accordance with plans first submitted to and approved by said Director of Public Works, which approval shall not be unreasonably withheld and shall be conclusive evidence of compliance with the foregoing requirements as to clearance.

By the acceptance of this deed the Grantors covenant and agree for themselves and their heirs and assigns:

3082
461

073526

SHORT FORM TRUSTEES' DEED

SIDNEY R. NEUSTADT, of Newton, Massachusetts, HAROLD H. SLATE, of Milton, Massachusetts, and LEON LANDA, of Quincy, Massachusetts, Trustees of the BOULEVARD TRUST, under a Declaration of Trust dated July 1, 1971 and recorded at the Cumberland County Registry of Deeds in Book 3185, Page 3, FOR CONSIDERATION PAID, grant to the SEASIDE PARTNERSHIP, a Maine general partnership, the following described real property located in Portland, Cumberland County, Maine:

The buildings and other improvements (excluding land) located on a certain lot or parcel of land located in said City of Portland and more particularly bounded and described as follows:

Beginning at an iron in the Southwesterly side line of Front Street, said iron being distant One Hundred Ninety (190.00) feet Northwesterly along the said Southwesterly side line of Front Street from the intersection of the Southwesterly side line of Front Street and the Northwesterly side line of Randall Street; thence Southwesterly and making an included angle of $89^{\circ} 45'$ with the Southwesterly side line of Front Street and parallel with the Northwesterly side line of Randall Street, a distance of Three Hundred Sixty (360.00) feet to an iron; thence Northwesterly making an included angle of $90^{\circ} 15'$ with the Northeasterly direction of the last described course and parallel with the Southwesterly side line of Front Street and a distance of Four Hundred Fifty (450.00) feet to an iron; thence Northeasterly making an included angle of $89^{\circ} 45'$ with the Southeasterly direction of the last described course and paralleled with the Northwesterly side line of Randall Street, a distance of Three Hundred Sixty (360.00) feet to an iron and an intersection with the Southwesterly side line of Front Street; thence Southeasterly along the Southwesterly side line of Front Street and making an included angle of $90^{\circ} 15'$ with the Southwesterly direction of the last described course, a distance of Four Hundred Fifty (450.00) feet to the iron at the point of beginning.

Being the same premises conveyed to the Grantors, as Trustees of the Boulevard Trust, by deed dated July 1, 1971.

751
1

(1) If, within a period of eight (8) years from the date hereof, the Grantees shall decide to sell any portion of the said premises which are unimproved, unoccupied, and unused in connection with any business housed in a building on said premises without selling the remainder of said premises, they shall notify the Grantor in writing by registered mail directed to the City Manager of the City of Portland of their desire to sell such unimproved, unoccupied, and unused land, and thereupon the Grantor shall have the exclusive option for a period of thirty (30) days from the receipt of such notice to buy any of the said unimproved, unoccupied, and unused premises at the same price per square foot as was originally paid for the entire premises; provided, however, that this covenant and agreement shall not apply to sales or transfers made between the Grantees and any corporation or business controlled or owned by the Grantees.

(2) The Grantees will, within a reasonable time after the date hereof, begin construction of frame and brick veneer, building for extended care facilities and serving home upon said premises containing floor space of not less than 50,000 square feet, and shall use all reasonable, normal and customary effort to complete construction within one (1) year after July, 1969, or on or before such later time to which completion may be delayed by causes not within the reasonable control of the Grantees. In the event of the failure of said Grantees to begin construction on or before September 1, 1969, the Grantees do hereby covenant and agree to recover said land to the Grantor for the consideration of TWENTY-FIVE THOUSAND ONE HUNDRED TWENTY-EIGHT AND FIFTY ONE HUNDREDTHS (\$25,128.50) DOLLARS. Nothing in the foregoing covenants and agreements shall be deemed to limit the right of the Grantees, their heirs and assigns, to mortgage any of the property herein conveyed, and said covenants and agreements shall be subject to said mortgage. Any conveyance made pursuant to said covenants and agreements may be made subject to any mortgage then outstanding, provided, however, that any such mortgage shall remain the obligation of the mortgagee, their heirs and assigns.

(3) The Grantees shall assume full responsibility for the cost of relocating on other City-owned property the Little League ballfield now located on the premises hereby conveyed and Grantees do hereby covenant and agree for themselves, their heirs and assigns, that the Director of Parks and Recreation of the City of Portland shall do such work as may be required, in his sole and exclusive judgment to provide a new facility on other City-owned land, with the Grantees, their heirs and assigns, reimbursing the Grantor for the cost thereof within ten (10) days after billing therefor.

Do hereby and do hold the same, together with all the privileges and appurtenances thereto belonging, to them the said

DAVID A. MATTERSON AND ELEANOR A. MATTERSON, their

Heirs and Assigns forever,

And the said Grantor Corporation does covenant with the said Grantees, their

Heirs and Assigns, that it will defend and maintain the premises to them the said Grantees, their

Heirs and Assigns forever, against the lawful claims and demands

of all persons claiming by, through, or under it, except as aforesaid.

In Witness Whereof, the said CITY OF PORTLAND

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by JOHN C. SULLIVAN

1273 A. B
P. E. 1964

BK7566PG0178

-2-

recorded in the Cumberland County Registry of Deeds in Book 3185, Page 12.

This conveyance is made subject to the following:

1. A certain mortgage from the Grantors, as trustees of the Boulevard Trust, given to Union Mutual by a mortgage deed dated December 22, 1972, which mortgage was recorded in the Cumberland County Registry of Deeds in Book 3342, Page 144.

2. Such restrictions, if any, as may be contained in a Deed from the City of Portland to David A. Matterson and Eleanor A. Matterson, said Deed being dated April 24, 1969, and recorded in the Cumberland County Registry of Deeds in Book 3082, Page 460.

We hereby covenant that we are Trustees pursuant to said Declaration of Trust; that said Trust is still in full force and effect; that we have the power thereunder to convey as aforesaid; and that, in making this conveyance, we have, in all respects, acted pursuant to the authority vested in and granted to us therein.

WITNESS our hands and seals this 24th day of December, 1986.

WITNESS:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Sidney R. Neustadt
Sidney R. Neustadt, Trustee
Harold H. Slate
Harold H. Slate, Trustee
Leon Landa
Leon Landa, Trustee

BK7566160179

-3-

STATE OF Massachusetts
Norfolk, ss.

1/24, 1986

PERSONALLY APPEARED the above-named Sidney R. Neustadt, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Edward J. Bradley
Name: Edward J. Bradley
Title: Notary Public My Commission Expires June 22, 1990
December 24, 1986

STATE OF MASSACHUSETTS
Norfolk, ss.

PERSONALLY APPEARED the above-named Harold H. Slate, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Michael A. Austin
Name: MICHAEL A. AUSTIN
Title: NOTARY PUBLIC
MY COMMISSION EXPIRES 7/10/88
1/24, 1986

STATE OF Massachusetts
Norfolk, ss.

PERSONALLY APPEARED the above-named Leon Landa, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Edward J. Bradley
Name: Edward J. Bradley
Title: Notary Public
My Commission Expires June 22, 1990

440.527
06451997.001

RECEIVED
MASSACHUSETTS REGISTER OF DEEDS

REVIEW

THE POCHEBIT CO., INC.

171 Warren Avenue
 PORTLAND, MAINE 04103

(207) 797-3369

LETTER OF TRANSMITTAL

Hand Delivery

TO CITY OF PORTLAND
PLANNING DEPT.

DATE	<u>7/2/98</u>	JOB NO.	
ATTENTION	<u>CANDY TALBOT</u>		
RE:	<u>PROPOSED RENOVATIONS</u>		
	<u>SEASIDE NURSING HOME</u>		
	<u>BAXTER BLVD.</u>		
	<u>PORTLAND</u>		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
<u>3</u>	<u>-</u>	<u>-</u>	<u>FLOOR PLAN - "CENTRAL CARE"</u>
<u>3</u>	<u>-</u>	<u>-</u>	<u>FLOOR PLAN - TYPICAL WING (1 OF 4)</u>
<u>3</u>			<u>LETTER OF FINANCIAL CAPABILITY</u>

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS CANDY
 ① AS REQUESTED, PLEASE FIND ENCLOSED (3) COPIES OF INTERIOR FLOOR PLANS (PROPOSED). PLEASE NOTE THAT WE ARE REMOVING 1 BEDROOM/PATIENT ROOM (2 BEDS/RM) ON EACH WING; AND ALSO THE NEW ADMINISTRATION'S OFFICE INDICATED ON THE CENTRAL CARE REPLACES 2 BEDS. THEREFORE, A TOTAL OF 10 BEDS WILL BE ELIMINATED.
 ② ALSO AS DISCUSSED, WE REQUEST A WAIVER FROM SUBMITTING A BOUNDARY SURVEY & EXISTING/PROPOSED TOPOGRAPHY PLAN BECAUSE WE ARE NOT CHANGING ANY GRADES OR BUILDING ANY ADDITIONS.

COPY TO CRIG CORN (FIRST AVERAGE)

SIGNED: MIKE WHITE

THE POCHBIT CO., INC.
 171 Warren Avenue
 PORTLAND, MAINE 04103

LETTER OF TRANSMITTAL

(207) 797-3369

TO CITY OF PORTLAND
PLANNING DEPT

DATE	11/4/98	JOB NO.	
ATTENTION	RICK KNOWLAND		
RE:	SEASIDE NURSING HOME		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
7	9/30/98	S-1	PROPOSED SITE PLAN
7	6/12/98	S-2	EXISTING SITE PLAN
7	8/17/98	1	BOUNDARY SURVEY & TOPO

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19 _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

RICK

WE START THE SITE PLAN REVIEW PROCESS FOR THIS PROJECT IN JUNE OF THIS YEAR (SEE ATTACHED) AND IT WAS DELAYED BY THE OWNER. THEY WOULD NOW LIKE TO MOVE FORWARD A.S.A.P. WITH THESE REVISED PLANS. SAM HOPKES TOLD ME TO CONTACT YOU WITH THESE SITE PLANS, BEFORE I SUBMITTED OUR BUILDING PLANS TO HIM FOR A PERMIT. PLEASE GIVE ME A CALL. THANKU

COPY TO _____

SIGNED: MIKE WHITE

If enclosures are not as noted, kindly notify us at once.

Seaside

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5774

KNOW ALL MEN BY THESE PRESENTS,

That the CITY OF PORTLAND, a body politic and corporate,

a Corporation organized and existing under the laws of the State

and located at Portland

in the County of Cumberland and State of Maine

in consideration of TWENTY-FIVE THOUSAND ONE HUNDRED TWENTY-EIGHT AND FIFTY ONE-HUNDRETHS (\$25,128.50) DOLLARS,

paid by DAVID A. MATTERSON AND ELEANOR A. MATTERSON of Lovell, in the County of Essex and the Commonwealth of Massachusetts,

the receipt whereof it does hereby acknowledge, does hereby receive, release, forgive, and absolve and Heretofore Given unto the said

DAVID A. MATTERSON AND ELEANOR A. MATTERSON,

their heirs and assigns forever,

a certain lot or parcel of land located in said Portland and more particularly bound and described as follows: Beginning at an iron in the southwesterly side line of Front Street, said iron being distant 190.00 feet northwesterly along the said southwesterly side line of Front Street from the intersection of the southwesterly side line of Front Street and the northwesterly side line of Randall Street; thence southwesterly making an included angle of 89°45' with the southwesterly side line of Front Street and parallel with the northwesterly side line of Randall Street, a distance of 360.00 feet to an iron; thence northwesterly making an included angle of 90°15' with the northwesterly direction of the last described course and parallel with the southwesterly side line of Front Street a distance of 450.00 feet to an iron; thence northwesterly making an included angle of 89°45' with the southwesterly direction of the last described course and parallel with the northwesterly side line of Randall Street, a distance of 360.00 feet to an iron and an intersection with the southwesterly side line of Front Street; thence southwesterly along the southwesterly side line of Front Street and making an included angle of 90°15' with the southwesterly direction of the last described course, a distance of 450.00 feet to the iron at the point of beginning.

Being a portion of the premises conveyed to the Grantor by deed of Carrie M. Dyer, dated April 24, 1929, recorded in the Cumberland County Registry of Deeds in Book 1316, Page 223.

Excepting and reserving from the aforesaid premises and to the City of Portland, its successors and assigns forever, certain rights-of-way or easements for the purpose of maintaining, operating, altering, repairing, replacing and removing public drains located thereon, said rights-of-way to be sufficient in width in the sole opinion of the Director of Public Works of the City of Portland to permit the foregoing. It is expressly understood that the Grantees, their heirs and assigns, shall not erect, place, or maintain any structures on, above, or under said rights-of-way or easements unless the same are so constructed to leave sufficient clearance above, below and at the sides of said drains to permit the use of said easements for the purposes above reserved, and in accordance with plans first submitted to and approved by said Director of Public Works, which approval shall not be unreasonably withheld and shall be conclusive evidence of compliance with the foregoing requirements as to clearance.

By the acceptance of this deed the Grantees covenant and agree for themselves and their heirs and assigns:

3082
460

073526

SHORT FORM TRUSTEES' DEED

SIDNEY R. NEUSTADT, of Newton, Massachusetts, HAROLD H. SLATE, of Milton, Massachusetts, and LEON LANDA, of Quincy, Massachusetts, Trustees of the BOULEVARD TRUST, under a Declaration of Trust dated July 1, 1971 and recorded at the Cumberland County Registry of Deeds in Book 3185, Page 3, FOR CONSIDERATION PAID, grant to the SEASIDE PARTNERSHIP, a Maine general partnership, the following described real property located in Portland, Cumberland County, Maine:

The buildings and other improvements (excluding land) located on a certain lot or parcel of land located in said City of Portland and more particularly bounded and described as follows:

Beginning at an iron in the Southwesterly side line of Front Street, said iron being distant One Hundred Ninety (190.00) feet Northwesterly along the said Southwesterly side line of Front Street from the intersection of the Southwesterly side line of Front Street and the Northwesterly side line of Randall Street; thence Southwesterly and making an included angle of $89^{\circ} 45'$ with the Southwesterly side line of Front Street and parallel with the Northwesterly side line of Randall Street, a distance of Three Hundred Sixty (360.00) feet to an iron; thence Northwesterly making an included angle of $90^{\circ} 15'$ with the Northwesterly direction of the last described course and parallel with the Southwesterly side line of Front Street and a distance of Four Hundred Fifty (450.00) feet to an iron; thence Northwesterly making an included angle of $89^{\circ} 45'$ with the Southwesterly direction of the last described course and paralleled with the Northwesterly side line of Randall Street, a distance of Three Hundred Sixty (360.00) feet to an iron and an intersection with the Southwesterly side line of Front Street; thence Southeasterly along the Southwesterly side line of Front Street and making an included angle of $90^{\circ} 15'$ with the Southwesterly direction of the last described course, a distance of Four Hundred Fifty (450.00) feet to the iron at the point of beginning.

Being the same premises conveyed to the Grantors, as Trustees of the Boulevard Trust, by deed dated July 1, 1971.

756
17

(1) If, within a period of eight (8) years from the date hereof, the Grantee shall decide to sell any portion of the said premises which are unimproved, unoccupied, and unused in connection with any business housed in a building on said premises without selling the remainder of said premises, they shall notify the Grantor in writing by registered mail directed to the City Manager of the City of Portland of their desire to sell such unimproved, unoccupied, and unused land, and thereupon the Grantor shall have the exclusive option for a period of thirty (30) days from the receipt of such notice to buy any of the said unimproved, unoccupied, and unused premises at the same price per square foot as was originally paid for the entire premises; provided, however, that this covenant and agreement shall not apply to sales or transfers made between the Grantor and any corporation or business controlled or owned by the Grantor.

(2) The Grantee will, within a reasonable time after the date hereof, begin construction of frame and brick veneer, building for extended care facilities and nursing home upon said premises containing floor space of not less than 50,000 square feet, and shall use all reasonable, normal and customary effort to complete construction within one (1) year after July, 1967, or on or before such later time to which completion may be delayed by causes not within the reasonable control of the Grantee. In the event of the failure of said Grantee to begin construction on or before September 1, 1969, the Grantee do hereby covenant and agree to recover said land to the Grantor for the consideration of TWENTY-FIVE THOUSAND ONE HUNDRED TWENTY-EIGHT AND FIFTY ONE HUNDREDTHS (\$25,128.50) DOLLARS. Nothing in the foregoing covenants and agreements shall be deemed to limit the right of the Grantee, their heirs and assigns, to mortgage any of the property herein conveyed, and said covenants and agreements shall be subject to said mortgage. Any conveyance made pursuant to said covenants and agreements may be made subject to any mortgage then outstanding, provided, however, that any such mortgage shall remain the obligation of the mortgagee, their heirs and assigns.

(3) The Grantee shall assume full responsibility for the cost of relocating on other City-owned property the Little League ballfield now located on the premises hereby conveyed and Grantee do hereby covenant and agree for themselves, their heirs and assigns, that the Director of Parks and Recreation of the City of Portland shall do such work as may be required, in his sole and exclusive judgment to provide a new facility on other City-owned land, with the Grantee, their heirs and assigns, reimbursing the Grantor for the cost thereof within ten (10) days after billing therefor.

Do hereby sell to (and) the same, together with all the incidental appurtenances thereto belonging, to them the said

DAVID A. MATTERSON AND ELEANOR A. MATTERSON, their

Heirs and Assigns forever,

And the said Grantor Corporation does covenant with the said Grantee, their

Heirs and Assigns, that it will defend and maintain the premises to them the said Grantee, their

Heirs and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it, except as aforesaid.

In Witness Whereof, the said CITY OF PORTLAND

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by JOHN C. BOGALIN

RECORDED
1274 AND
PAGE 2864

BK7566PG0178

-2-

recorded in the Cumberland County Registry of Deeds in Book 3185, Page 12.

This conveyance is made subject to the following:

1. A certain mortgage from the Grantors, as trustees of the Boulevard Trust, given to Union Mutual by a mortgage deed dated December 22, 1972, which mortgage was recorded in the Cumberland County Registry of Deeds in Book 3342, Page 144.

2. Such restrictions, if any, as may be contained in a Deed from the City of Portland to David A. Matterson and Eleanor A. Matterson, said Deed being dated April 24, 1969, and recorded in the Cumberland County Registry of Deeds in Book 3082, Page 460.

We hereby covenant that we are Trustees pursuant to said Declaration of Trust; that said Trust is still in full force and effect; that we have the power thereunder to convey as aforesaid; and that, in making this conveyance, we have, in all respects, acted pursuant to the authority vested in and granted to us therein.

WITNESS our hands and seals this 24th day of December, 1986.

WITNESS:

[Handwritten signatures of trustees]

Sidney R. Neustadt
Sidney R. Neustadt, Trustee
Harold H. Slate
Harold H. Slate, Trustee
Leon Landa
Leon Landa, Trustee

BK7566160179

-3-

STATE OF Massachusetts
Norfolk, SS.

12/24, 1986

PERSONALLY APPEARED the above-named Sidney R. Neustadt, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Edward J. Bradley
Name: Edward J. Bradley
Title: Notary Public My Commission expires June 27, 1990
December 24, 1986

STATE OF MASSACHUSETTS
Norfolk, SS.

PERSONALLY APPEARED the above-named Harold H. Slate, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Michael P. Austin
Name: MICHAEL P. AUSTIN
Title: Notary Public
My commission expires 7/10/88
12/24, 1986

STATE OF Massachusetts
Norfolk, SS.

PERSONALLY APPEARED the above-named Leon Lands, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Edward J. Bradley
Name: Edward J. Bradley
Title: Notary Public
My Commission expires
June 27, 1990

440.527
06451997.001

RECEIVED
RECORDED REGISTRY OF DEEDS

DRC1



FIRST ATLANTIC CORPORATION

July 1, 1998

Portland Planning Department
389 Congress Street
Portland, Maine 04101

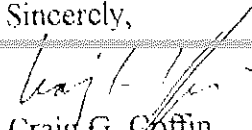
Re: Financial capacity for Seaside Healthcare renovations.
Location: 850 Baxter Boulevard, Portland Maine.

Dear Sir / Madam:

First Atlantic Corporation has in escrow at Peoples Heritage Bank the funds to complete the renovations at Seaside Healthcare. The funds for the renovations were approved last Fall when we closed on our permanent financing. Dan Thornton, VP of Commercial Loans, Peoples Bank can be reached at 207-761-8500.

If you have any questions or need additional information please don't hesitate to call.

Sincerely,



Craig G. Coffin
Chief Operating Officer

cc: Dan Thornton
Mike White, The Pochebit Co.

Peoples Heritage Financial Group

One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

Tel: 207-761-8500

RENEWAL / AMENDMENT TO IRREVOCABLE LETTER OF CREDIT



September 21, 1999

Joseph E. Gray, Jr., Director of Planning
and Urban Development
City of Portland
389 Congress Street
Portland, ME 0410

RE: Letter of Credit No: 57730-670
Date of Issue: January 6, 1999
For the account of: Seaside Healthcare LLC

Dear Mr. Gray :

Peoples Heritage Bank hereby extends the expiration date of its Letter of Credit No.57730-670 of \$44,000.00 issued to the City of Portland for the account of Seaside Healthcare LLC from September 30, 1999 to August 31, 2000.

This Renewal / Amendment is part of the above mentioned Letter of Credit and must be attached to the original.

All other terms and conditions of the original Letter of Credit shall remain in full force and effect.

Sincerely,

Peoples Heritage Bank

A handwritten signature in black ink that reads "Dan Thornton".

Daniel P. Thornton
Senior Vice President



The Pochebit Co., Inc.

171 WARREN AVE. - PORTLAND, ME 04103 - (207) 797-3369

FAX#: 797-3299

FAX CORRESPONDENCE COVER SHEET

DATE: 12/9/98
TIME: 9:30 AM

NO. OF PAGES BEING TRANSMITTED: 7
(Including Cover Sheet)

Please deliver the following transmittal to: 756-8258

NAME: KANDI TALBOT

FROM: MIKE WHITE

REF: SEASIDE NURSING HOME

Remarks: KANDI!

- ① ATTACHED ARE COST ESTIMATES FOR SITE IMPROVEMENT @ SEASIDE NURSING HOME I HAVE ATTACHED OUR SUBCONTRACTOR BID PROPOSALS WITH QUANTITIES AND PRICE IF THIS ESTIMATE IS APPROVED, THEN DAN THORNTON OF PEOPLES BANK WILL SET-UP AN ESCROW ACCOUNT FOR THIS AMOUNT
- ② WE HAVE APPLIED & PAID FOR THE BLDG PERMIT BUT WILL NOT START REVIEW PROCESS UNTIL THEY HEAR YOU. PLEASE CONTACT SHERRY. THANK YOU WE WILL MAIL ORIGINALS TONIGHT.

MIKE

If you do not receive the number of pages indicated above, or if you have any questions, please call our office at 797-3369.

This FAX Correspondence is intended only for the use of the party addressed above. If you have received this in error, please notify us immediately by phone and return the original correspondence to us via the U.S. Mail. Thank you.

C.C. KEN BOWDEN (F.A.C.)
DAN THORNTON (PEOPLES)

Department of Planning and Urban Development
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 12/9/98

Name of Project RENOVATIONS TO EXISTING SEASIDE NURSING HOME

Address/Location 850 BAXTER BLVD., PORTLAND

Developer / OWNER: FIRST ATLANTIC CORP., 222 ST. JOHN ST., PORTLAND

Form of Performance Guarantee ESCROW ACCOUNT W/ PEOPLES BANK

Type of Development: _____ Subdivision X Site Plan (Major/Minor) Minor

TO BE FILLED OUT BY APPLICANT:

Item	PUBLIC N/A			PRIVATE				
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal		
1. STREET/SIDEWALK	<u>NO WORK</u>							
Road				<u>DUGAS EXC.</u>		<u>\$ 25,304.00</u>		
Granite Curbing				<u>BLUE ROCK</u>		<u>8,150.00</u>		
Sidewalks				<u>SEAL EX</u>		<u>3,800.00</u>		
Esplanades								
Monuments								
Street Lighting								
Other								
2. SANITARY SEWER	_____							
Manholes						<u>NONE</u>		
Piping								
Connections								
Other								
3. STORM DRAINAGE	_____							
Manholes						<u>INCLUDED IN DUGAS EXC. \$</u>		
Catchbasins						<u>ABOVE</u>		
Piping								
Detention Basin								
Other								
4. SITE LIGHTING				<u>2 EA</u>	<u>1,000/EA</u>	<u>2,000.00</u>		
5. EROSION CONTROL				<u>N/A</u>	<u>- NONE</u>			
6. RECREATION AND OPEN SPACE AMENITIES				<u>N/A</u>	<u>- NONE</u>			

Item	PUBLIC N/A - NONE			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
7 LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	_____	_____	_____	N/A - NONE/EXISTING OR INC. in ATTACHED		—
8 MISCELLANEOUS	_____	_____	_____	FENCING MAIN LINE		\$4,760.00
TOTAL:	_____	_____	_____	44,014.00		
GRAND TOTAL:	_____	_____	_____	44,014.00		

INSPECTION FEE (to be filled out by City)

	PUBLIC	PRIVATE	TOTAL
A. 1.7% of totals:	_____	_____	_____
or			
B. Alternative Assessment:	_____	_____	_____
Assessed by:	(name) _____	(name) _____	_____



Trucking and Excavating
Inc.

387 East Elm Street, Yarmouth, ME 04098 • 848-9917 • 848-9457

JOB ESTIMATE

Date: December 8, 1998

Phone: 797-3369/797-3299F

Job Name: Seaside Nursing Home

Location: Portland, ME

TO: The Pochebit Company
171 Warren Ave.
Portland, ME 04103
ATTN: Mike White

Job Description:

SITWORK

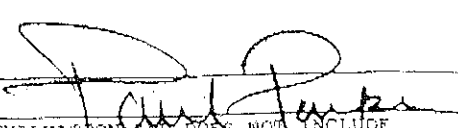
1. Dig-safe site.
2. Cut pavement as required. (Approximately 260')
3. Strip and remove existing pavement. (4,450 square feet/90 cubic yards)
4. Cut and remove trees. (8)
5. Furnish and place 1 catch basin.
6. Core existing catch basin for new 10" concrete pipe.
7. Furnish and place 64' of 10" reinforced concrete pipe.
8. Excavate 21" for new hot topped areas. (5,360 square feet/434 cubic yards)
9. Furnish, place and compact 15" of 4" screened gravel for drive and parking areas. (310 cubic yards)
10. Furnish, place and compact 3" of 1-1/2" crushed gravel for drive and parking areas. (62 cubic yards)
11. Excavate for new walks. (3,160 square feet/150 cubic yards)
12. Furnish, place and compact 10" of 1-1/2" crushed gravel for walk areas. (146 cubic yards)
13. Excavate and backfill for conduits for gates. (50')
14. Loam all disturbed areas 4" thick. (160 cubic yards)

****NOT INCLUDED:** PERMITS / PAVING OR FINE GRADING / STRIPING /

LANDSCAPING, EXCEPT LOAM / CONDUITS / FENCING / CONCRETE WORK /

SIGN RELOCATION / PLANTERS /

ESTIMATED JOB COST: \$ 25,304.00

ESTIMATED BY: 

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.



CONTRACT FOR PAVING

Contract No.: _____

Date: November 19, 1998

Job name:

Customer name:
Address:

The Pochebit Co. Inc.
171 Warren Avenue
Portland Me 04103

RE: Seaside Nursing Home
850 Baxter Blvd.

Type of work:

Base Bid with Addenda #1

Fine grade and pave 2" binder to areas in lot (441 sy). Pave 1" binder and 1" surface to walks (343 sy). Install mold #2 Bitum curb (729 lf).

\$ 8,150.00

The above quoted prices is reflective of site plan drawing S-1 dated Sept.30 '98.
The above price does not include any finegrading, sweeping, or striping.

Terms of Contract:

This quotation is void if not signed and returned to this office within 30 days. If you sign and return this quotation within 30 days it becomes the contract and is only valid upon approved credit or satisfactory payment terms. See reverse side for credit application.

Payment is to be made on the portion of work completed if delay is due to seasonal conditions. Otherwise full payment is due on completion of the contract. FOR COMMERCIAL PROJECTS PROGRESS BILLINGS MAY BE MADE ON PROJECTS OVER TWO WEEKS IN DURATION AND, IN SUCH CASES, PAYMENT IS DUE WITHIN 15 DAYS. In all cases interest is charged on past due balances at 1 1/2 percent per month.

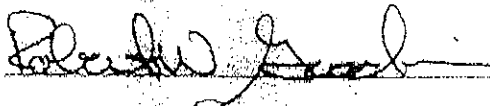
The normal paving season is May 1, to Dec. 1, all work should be scheduled between these dates.

This contract constitutes the complete final agreement and no changes verbal or otherwise can be recognized. Any alterations or additions must be covered by another written contract.

CUSTOMER'S SIGNATURE

BLUE ROCK INDUSTRIES

By: _____
Note: If you wish work scheduled, please sign and return.

By: 

Tele. No: _____ Date Accepted: _____

Title: ESTIMATOR

SEALEX, INC

314 PRESUMPCOT ST.
PORTLAND, ME 04103

TEL. (207) 871-7191

1-800-SEALEX-X

FAX (207) 871-7271

November 20, 1998

VISA / MC ACCEPTED

CONTRACT#:3935

To: Mike White

Pochebit Co. Inc.
844 Stevens Ave.
Portland, ME, 04101
Phone: 797-3369 Fax:797-3299

Re: Property improvements at: Seaside Nursing Home, 850 Baxter Boulevard, Portland

Proposed improvements:

Provide all materials and labor to perform work as specified below:

Clean all dirt, sand, and debris from approx. 35,310 square feet of pavement.

*Includes all paved area per plan.

2. Clean cracks 1/8" to 1" wide with compressed air and heat lance and fill with Federal Spec. D-3405 hot rubber

3. All areas of petroleum saturation to be wire brushed, then coated with oil spot primer.

4. Sealcoat entire paved area with (2) COATS of heavy duty non-skid rubberized coal tar pitch emulsion.

*Includes slag sand for slurry mix to improve traction.

5. Layout and apply all pavement markings per plan.

*Two coats white or yellow latex traffic marking paint to be used.

Furnish and install signs HC \$110.00 ea. STOP \$125.00 ea. ONE WAY DO NOT ENTER @ \$125.00 ea.

"SEALEX" AGREES to complete the work specified above for the sum

of: three thousand one hundred fifty dollars. (\$ 3150.00) (w/o SIGNS) } \$ 3800
SIGNS + 650.00 (5 each @ 125.00) } TOTAL

TERMS OF CONTRACT: Full payment due upon completion of work described above.

Quotation not valid unless signed copy is returned to our office within (30) days

The regular sealcoating season is between May 1 and September 30 please schedule between these times. This contract constitutes the complete and final agreement and no changes verbal or otherwise can be recognized. Any alterations or additions must be covered by another written contract.

Authorized
Signature _____

Timothy F. Stoklosa, President

I ACCEPT: "SEALEX" is authorized to perform the work specified above. Payment shall be made as described under the terms of this contract.

Signature _____

Date _____ T

Main Line Fence

207-829-5549
FAX 829-5943
800-244-5549

Main Line Fence Co., Inc.
272 Middle Rd., PO Box 27A
Cumberland, Maine 04021

Celebrating **50 Years** of Satisfied Customers

Date: November 19, 1998
To: The Pochebit Co.
Attn: Mike White
Project: Seaside Nursing Home

WE PROPOSE TO FURNISH MATERIALS AND LABOR TO
INSTALL THE FOLLOWING.

280 lineal feet of 4 foot high "Bishop" style cedar spaced picket fence with 5" x 5" chamfer-top cedar posts. This fence would include 2 - 4 foot wide gates and 1 - 12 foot wide double swing gate.

Lump Sum Price \$4,760.00

* I will try to come up with a price for staining.

Rocky Cianchette

Peoples Heritage Bank
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
1-800-462-3666
Tel: 207-761-8500

January 6, 1999

Irrevocable Letter of Credit No: 57730-670

Joseph E. Gray, Jr., Director of Planning
and Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

RE: Seaside Healthcare LLC (the "applicant") for Seaside Nursing Home (the
"development") at 850 Baxter Boulevard, Portland, Maine.

Dear Mr. Gray:

For value received, and for the account of Seaside Healthcare LLC we hereby authorize
you to draw on us at sight up to an aggregate amount of **Forty Four Thousand and
00/100 (\$44,000.00) U.S. Dollars.**

This Letter of Credit is irrevocable and unconditional.

Drafts drawn under this Letter of Credit must specify the number of this Letter of Credit,
must be accompanied by the original Letter of Credit, must be presented at this office no
later than **September 30, 1999**. Any number of partial draws are permitted hereunder, up
to the full amount of this Letter of Credit.

These funds represent the estimated cost of installing site improvements as depicted on
the City of Portland, Maine Subdivision/Site Development Cost Estimate attached hereto
and made a part hereof.

The City of Portland may draw against this Letter of Credit by presentation of a draft in
the event that Seaside Healthcare LLC fails to complete within six (6) months of the
date the work stipulated on the Cost Estimate. Said draft shall be accompanied by a
written statement from the Director of Planning and Urban Development that Seaside
Healthcare LLC has failed to complete such work, with a listing of improvements still
to be completed, and the estimated cost of completing said improvements still to be
completed as determined by the Development Review Coordinator.

After all work in the public right of way has been completed and inspected to the
satisfaction of the Department of Public Works, including but not limited to the
installation of sanitary sewer, piping connections, storm drainage, catch basins and



pipings, detention basin, erosion control and landscaping, Peoples Heritage Bank shall be eligible to receive a reduction in its obligation hereunder equal to the estimated cost of improvements. In no case, however, shall the obligations of Peoples Heritage Bank hereunder be reduced to an amount which is less than the estimated cost of completing all prescribed improvements as determined by the Department of Public Works, as described above.

Seaside Healthcare LLC will notify the City of Portland for inspections.

This Letter of Credit will automatically expire on **September 30, 1999** but may expire prior to this date when the City of Portland acknowledges in writing to Peoples Heritage Bank and Seaside Healthcare LLC that said work as outlined has been completed in accordance with the City of Portland specifications.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored. However, other than the payment of monies as authorized hereunder, Peoples Heritage Bank shall not guarantee the performance of Seaside Healthcare LLC to the City of Portland.

This Letter of Credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement referring to this Letter of Credit, to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

This Letter of Credit shall be interpreted and construed in accordance with, and shall be governed by, the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, by the Uniform Commercial Code as in effect from time to time in the State of Maine.

Very truly yours,

Peoples Heritage Bank

BY: 

Daniel P. Thornton

Group Vice President