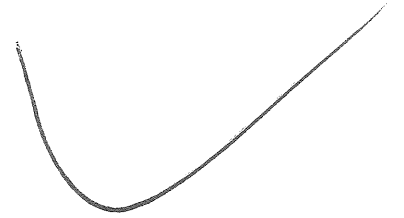


189-A-31

50 Sewall St.

Medical Bld. (Contract Zone)

Olympia Equity



traffic concerns relating to the access drive shared by Mobil, the Doubletree Hotel, and the bank property: (1) the applicant was required to acquire land for the widening of Congress Street in this location, and to contribute the land to the City at no cost to the City; (2) the final engineering plans for the widening project had to be approved by the City's traffic engineer and MDOT; and (3) the applicant was required to install a traffic signal at the corner of Massachusetts Avenue and Congress Street.

Thus, Olympia understood that the work performed in 1999 would satisfy the traffic concerns previously presented by the access to the site. The current alignment is safe from a pedestrian and vehicular standpoint, and is in compliance with the 1999 site plan approval.

Building Height

Comment: Why is the applicant seeking a building height greater than the 45 feet allowed on a 1.7-acre lot in the B-2 zone?

Response: The application has been revised to request a maximum height of 60 feet, rather than the 65 feet originally requested. The proposed structure is four stories. Several factors were involved in the establishment of the height of the proposed building. The relationship to the height of adjacent buildings is important, as the Doubletree Hotel is in excess of 60 feet, and the Norway Savings Bank building is about 53' high. The proposed four-story structure also allows a small building footprint, which maximizes green space. Visibility from I-295 is also a factor. The proposed height will allow the building to be one of the first structures viewed by northbound vehicles on the Interstate. Strong architecture will aid in making the proposed building a part of the gateway to Portland.

C-19/B-2 Zone Delineation

Comment: Why is the B-2 Zone line offset from the lot line on the proposed office building property?

Response: It appears that when the City of Portland originally drew the zone line between the B-2 and R-5 districts (prior to the establishment of the C-19 zone), the line was not drawn along the lot lines in this area, resulting in an approximately 18' wide by 560' long portion of the OEI I Lot (Doubletree Hotel) that fell within the R-5 (now C-19) zone.

There is no need to correct this discrepancy, because Chapter 14, Section 14-51 of the City Code allows the extension of the less restricted portion of the lot (B-2) into the more restricted portion (C-19) by up to 30 feet.

Conforming Lot Issue

Comment: Is the proposed OEI XIII lot a legal lot? Does it have sufficient street frontage?

Response: In order to be a legal lot in the B-2 zone, the OEI XIII lot needs to meet the requirements in Section 14-185. It meets all of those requirements. With regard to street frontage, although there will be no access from that lot onto Congress Street, all that is required is that the lot must have at least 50 feet of street frontage. This lot has over 200 feet of frontage on Congress Street. (See also Section 14-403(a), relating to street access, which applies only to frontage on narrow streets.)

Should you have any questions or require additional information, please contact me.

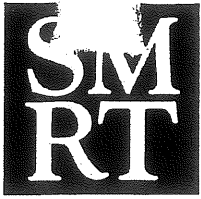
Sincerely,
SMRT, Inc.



George D. McDonough, ASLA
Landscape Architect

cc: Tim Levine, Olympia Equity Investors
Pete Pelletier, Ledgewood Construction
Chris Osterrieder, Deluca-Hoffman
Matt Manahan, Pierce Atwood

Att. Zone Change/Amendment Designation Plan
Parking Plan
Site Plan (revised)
Architectural Elevations
Proposed Contract Zone Amendment Language
Purchase and Sale agreement for MDOT lot (revised page 1 only)
Draft Mutual Access and Parking Easement
Sign-in sheet for 1/31/05 Neighborhood Meeting
Minutes of 1/31/05 Neighborhood Meeting



ARCHITECTURE
ENGINEERING
PLANNING

February 3, 2005

Mr. Ethan Boxer-Macomber
Planning Department
City of Portland
City Hall, 4th Floor
389 Congress St.
Portland, ME 04101-3503

Re: Request for Zone Change: 50 Sewall Street and Corner of Congress Street and
I-295 ramp
Response to Planning Board/ Staff Comments

A/E Project # 04052

Dear Ethan:

In response to comments received from the Planning Board and planning staff, we provide the following information.

Traffic

Comment:

There is general concern about additional vehicular traffic entering and exiting the site, as well as stacking lane capacities.

Response:

A traffic study has been completed. The study finds that the local street system can accommodate the traffic generated by the proposed development. The results of the study show that the level of service at all of the study area intersections will continue to operate at acceptable levels of service, and that no vehicular queues within the study area are anticipated to exceed available storage lengths during peak hours. Please refer to the enclosed study for additional information.

Congress Street Entrance

Comment: The entry drive alignment at Congress Street and the lack of a defined drive between the entry area and the Mobil Station is a concern.

Response: In 1999, as a condition of the site plan approval for the construction of a building on Lot A-013, Map 189 (the Coastal Savings Bank building), the entrance to the site from Congress Street was moved approximately 60' to the east in order to align with Massachusetts Avenue. This work also included a widening of Congress Street, \$165,000 of which was paid for by the applicant (Olympia Equity Investors III, LLC). In addition, as part of its approval of the site plan for the project the Planning Board required the following to further address traffic concerns, including

traffic concerns relating to the access drive shared by Mobil, the Doubletree Hotel, and the bank property: (1) the applicant was required to acquire land for the widening of Congress Street in this location, and to contribute the land to the City at no cost to the City; (2) the final engineering plans for the widening project had to be approved by the City's traffic engineer and MDOT; and (3) the applicant was required to install a traffic signal at the corner of Massachusetts Avenue and Congress Street.

Thus, Olympia understood that the work performed in 1999 would satisfy the traffic concerns previously presented by the access to the site. The current alignment is safe from a pedestrian and vehicular standpoint, and is in compliance with the 1999 site plan approval.

Building Height

Comment: Why is the applicant seeking a building height greater than the 45 feet allowed on a 1.7-acre lot in the B-2 zone?

Response: The application has been revised to request a maximum height of 60 feet, rather than the 65 feet originally requested. The proposed structure is four stories. Several factors were involved in the establishment of the height of the proposed building. The relationship to the height of adjacent buildings is important, as the Doubletree Hotel is in excess of 60 feet, and the Norway Savings Bank building is about 53' high. The proposed four-story structure also allows a small building footprint, which maximizes green space. Visibility from I-295 is also a factor. The proposed height will allow the building to be one of the first structures viewed by northbound vehicles on the Interstate. Strong architecture will aid in making the proposed building a part of the gateway to Portland.

C-19/B-2 Zone Delineation

Comment: Why is the B-2 Zone line offset from the lot line on the proposed office building property?

Response: It appears that when the City of Portland originally drew the zone line between the B-2 and R-5 districts (prior to the establishment of the C-19 zone), the line was not drawn along the lot lines in this area, resulting in an approximately 18' wide by 560' long portion of the OEI I Lot (Doubletree Hotel) that fell within the R-5 (now C-19) zone.

There is no need to correct this discrepancy, because Chapter 14, Section 14-51 of the City Code allows the extension of the less restricted portion of the lot (B-2) into the more restricted portion (C-19) by up to 30 feet.

Conforming Lot Issue

Comment: Is the proposed OEI XIII lot a legal lot? Does it have sufficient street frontage?

Response: In order to be a legal lot in the B-2 zone, the OEI XIII lot needs to meet the requirements in Section 14-185. It meets all of those requirements. With regard to street frontage, although there will be no access from that lot onto Congress Street, all that is required is that the lot must have at least 50 feet of street frontage. This lot has over 200 feet of frontage on Congress Street. (See also Section 14-403(a), relating to street access, which applies only to frontage on narrow streets.)

Should you have any questions or require additional information, please contact me.

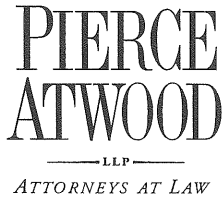
Sincerely,
SMRT, Inc.



George D. McDonough, ASLA
Landscape Architect

cc: Tim Levine, Olympia Equity Investors
Pete Pelletier, Ledgewood Construction
Chris Osterrieder, Deluca-Hoffman
Matt Manahan, Pierce Atwood

Att. Zone Change/Amendment Designation Plan
Parking Plan
Site Plan (revised)
Architectural Elevations
Proposed Contract Zone Amendment Language
Purchase and Sale agreement for MDOT lot (revised page 1 only)
Draft Mutual Access and Parking Easement
Sign-in sheet for 1/31/05 Neighborhood Meeting
Minutes of 1/31/05 Neighborhood Meeting



Matthew D. Manahan

One Monument Square
Portland, ME 04101

207-791-1189 voice
207-791-1350 fax
mmanahan@pierceatwood.com
pierceatwood.com

VIA HAND DELIVERY

January 20, 2005

Penny A. Littell Esq.
Assistant Corporation Counsel
City of Portland
389 Congress Street
Portland, ME 04101

RE: Olympia Equity Investors II; Doubletree Hotel, Norway Savings Bank, and Medical Office Building Properties at Congress and Sewall Streets

Dear Penny:

Following up on our meeting of last Thursday, I am enclosing copies of the lease documents that may have an impact on the parking areas and driveways or other access rights at or near the Doubletree Hotel, Norway Savings Bank, and Medical Office Building properties at Congress and Sewall Streets in Portland. Please note that these leases are confidential business information.

Please let me know if you have any questions about these materials, or if you need anything else to facilitate your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Manahan", written over a horizontal line.

Matthew D. Manahan

Enclosures

cc: Sarah Greene Hopkins
Ethan Boxer-Macomber
Jack Lufkin

**PIERCE
ATWOOD**

— LLP —
ATTORNEYS AT LAW

Matthew D. Manahan

One Monument Square
Portland, ME 04101

207-791-1189 voice
207-791-1350 fax
mmanahan@pierceatwood.com
pierceatwood.com

VIA HAND DELIVERY

January 18, 2005

Penny A. Littell Esq.
Assistant Corporation Counsel
City of Portland
389 Congress Street
Portland, ME 04101

RE: Olympia Equity Investors II; Doubletree Hotel, Norway Savings Bank, and Medical Office Building Properties at Congress and Sewall Streets

Dear Penny:

Following up on our meeting of last Thursday, I am enclosing copies of the title documents (including plans) that may have an impact on the parking areas and driveways or other access rights at or near the Doubletree Hotel, Norway Savings Bank, and Medical Office Building properties at Congress and Sewall Streets in Portland. I am also enclosing the section (2.1) of the draft lease with Dermatology Associates (the prospective tenant of the proposed medical office building) that relates to parking requirements. Because I provided you on Thursday with a copy of the Purchase and Sale Agreement for the DOT lot, I am not enclosing another copy with this letter. Note, though, that the DOT lot P&S is between DOT and OEI XIII (notwithstanding the erroneous reference to OEI II in Section 1(b)).

Please let me know if you have any questions about these materials, or if you need anything else to facilitate your review.

Sincerely,



Matthew D. Manahan

Enclosures

cc: Sarah Greene Hopkins
Ethan Boxer-Macomber
Jack Lufkin

**PIERCE
ATWOOD**
—LLP—
ATTORNEYS AT LAW

MAY 18 2005

Matthew D. Manahan

One Monument Square
Portland, ME 04101

207-791-1189 voice
207-791-1350 fax
mmanahan@pierceatwood.com
pierceatwood.com

May 17, 2005

Penny A. Littell Esq.
Assistant Corporation Counsel
City of Portland
389 Congress Street
Portland, ME 04101

RE: Olympia Equity Investors II; Doubletree Hotel, Norway Savings Bank, and Medical
Office Building Properties at Congress and Sewall Streets

Dear Penny:

As you requested in your April 7, 2005 letter to me, I enclose an original executed copy of the Conditional Zone Agreement in this matter. On May 11, 2005, an executed copy was recorded in the Cumberland County Registry of Deeds at Book 22622, Page 222.

Thanks again for your assistance with this conditional zone agreement.

Sincerely,



Matthew D. Manahan

Enclosures

cc: Sarah Greene Hopkins
Ethan Boxer-Macomber
Jack Lufkin

**CONDITIONAL ZONE AGREEMENT
OLYMPIA EQUITY INVESTORS II, LLC
50 Sewall Street, Portland, Maine**

This contract made this 4th day of April, 2005 by **OLYMPIA EQUITY INVESTORS II, LLC**, a Maine Limited Liability Company with a mailing address at 280 Fore Street, Suite 202, Portland, ME 04101.

WHEREAS, Olympia Equity Investors I, LP (“OEI I”) is the owner of property at 1230 Congress Street, Portland, Maine, Chart 189, Block A, Lot 014; and

WHEREAS, OLYMPIA EQUITY INVESTORS II, LLC (“OEI II”) is the owner of property at 50 Sewall Street, Portland, Maine, Chart 189, Block A, Lot 31 (hereinafter the **“PROPERTY”**), as shown on Attachment 1; and

WHEREAS, Olympia Equity Investors III, LLC (“OEI III”) is the owner of property at 1200 Congress Street, Portland, Maine, Chart 189, Block A, Lot 013; and

WHEREAS, Olympia Equity Investors XIII (“OEI XIII”) holds a purchase and sale agreement for the purchase of property from the Maine Department of Transportation (the **“MDOT lot”**) on the southern side of Congress Street adjacent to the southbound I-295 connector road (the **“State Connector Road”**) in Portland, Maine; and

WHEREAS, the City of Portland (“CITY”) and OEI II are parties to a contract zone agreement dated October 22, 1997 (hereinafter the **“1997 AGREEMENT”**), which established the C-19 contract zone on the **PROPERTY**; and

WHEREAS, for purposes of this Agreement the term “Site” shall refer to the combined properties of OEI I, OEI II, OEI III, and OEI XIII (the latter being the subject of a purchase and sale agreement in **OEI XIII’s** favor), as shown on Attachment 2; and

WHEREAS, OEI II requests a rezoning of the **PROPERTY** to permit an office building; and

WHEREAS, the **PROPERTY** consists of a long, narrow lot which is not conducive to development of the type proposed by **OEI II** absent conditional rezoning; and

WHEREAS, OEI II has entered into private agreements with **OEI I** and **OEI XIII** to facilitate the development of the **PROPERTY** (including the location of market-driven parking demands, as well as a central access point to the **PROPERTY** from Congress Street);

WHEREAS, in addition to providing off-site parking amenities, **OEI II** also seeks to modify certain requirements of the C-19 zone and its underlying R-5 zone, as made applicable to the **PROPERTY** by the 1997 **AGREEMENT**, such that the C-19 zoning designation shall terminate, the underlying **PROPERTY** shall be rezoned from R-5 to B-2, and modifications to the said B-2 zone shall be governed by this Conditional Rezoning Agreement; and

WHEREAS, the Portland Planning Board, pursuant to 30-A M.R.S.A. § 4352(8), and after notice and hearing and due deliberations, recommended the rezoning of the **PROPERTY**, subject to certain terms and conditions; and

WHEREAS, the **CITY**, by and through its City Council, has determined that the rezoning, with conditions and restrictions, would be pursuant to and consistent with the **CITY's** Comprehensive Plan and would not unreasonably interfere with, and would be consistent with, the existing and permitted uses within the underlying B-2 zone; and

WHEREAS, OEI II has agreed to enter into this Agreement, with its concomitant terms and conditions, which shall hereinafter bind **OEI II**; and

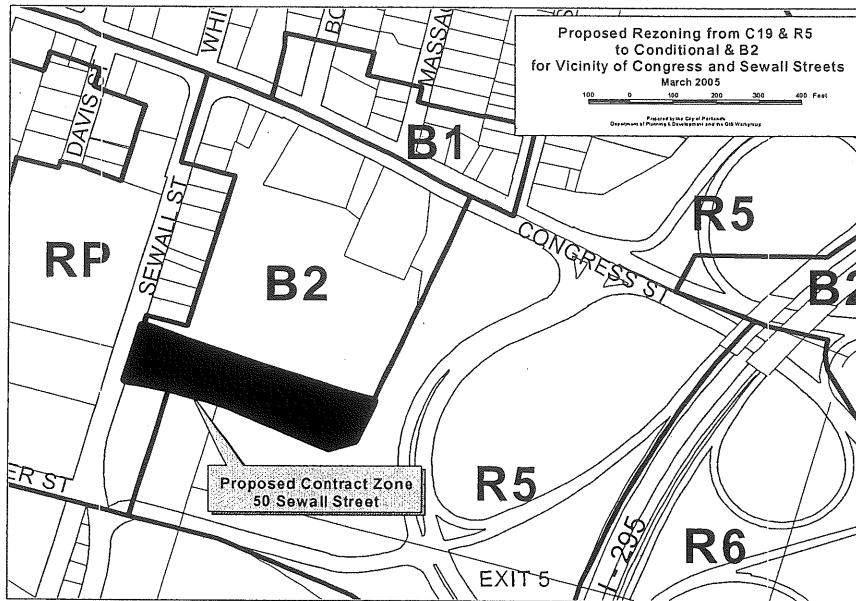
NOW, THEREFORE, in consideration of the rezoning of the **PROPERTY**, **OEI II** contracts to be bound by the following terms and conditions:

1. The following exhibits are incorporated into and made a part of this Agreement:

Attachment <u> 1 </u>	PROPERTY depiction
Attachment <u> 2 </u>	Site Plan (for the four properties comprising the Site, Chart 189 Block A Lot 014; Chart 189 Block A Lot 31; Chart 189 Block A Lot 013; and the MDOT Lot)

The Site Plan consists of the Site Plan, prepared by DeLuca-Hoffman Associates, Inc., dated December 2004 "Sheet C-4"; the Grading and Drainage Plan, prepared by DeLuca-Hoffman Associates, Inc., dated November 2004 "Sheet c-5"; the Utility Plan, prepared by DeLuca-Hoffman Associates, Inc., dated November 2004 "Sheet C-6"; the Landscaping Plan, prepared by SMRT, dated 02-22-05 "LP101"; the Enlarged Landscape Plan and Details, prepared by SMRT, dated 02-22-05 "LP102"; the Parking Plan, prepared by SMRT, dated 02-22-05; the Landscaping Plan, prepared by SMRT, dated 02-22-05 "LP101"; the Zoning Identification Plan, prepared by SMRT, dated 02-22-05; and the Building Elevations, prepared by PDT Architects, dated December 17, 2004, revised February 2, 2005 "Sheets A4.1-A4.3".

2. Effective on April 4, 2005, the **CITY** amends the Zoning Map of the City of Portland, dated December 2000 (as amended from time to time and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by § 14-49 of the Code) by adopting the text change and map shown below. **OEI II** shall record this Agreement at the Cumberland County Registry of Deeds within sixty (60) days of Council action. If this Agreement is not recorded by said date, then this Agreement and the conditional rezoning shall be null and void, and the zoning of the **PROPERTY** shall revert to the underlying Business-2 zone.



3. *Permitted Uses.* **OEI II** shall be authorized to establish and maintain the following uses on the **PROPERTY**:
 - a. General, business, and professional offices, as defined in section 14-47.
 - b. Retail establishments.
 - c. Restaurants, except that restaurants shall close for all purposes including the service of alcohol no later than 11:00 p.m.
 - d. Health clubs.
 - e. Accessory uses, including, but not limited to, parking facilities and structures, utility services, stormwater management systems, and site amenities.

4. *Zoning deviations.* The following zoning deviations from the underlying B-2 zone shall be permitted on the **PROPERTY**.
 - a. The building height for the **PROPERTY** shall not exceed sixty (60) feet, and no corollary increase in side yard setback shall be required.
 - b. Parking in the front yard between the street line and the building shall be permitted. The front yard setback may exceed the average depth of the front yards of the closest developed lots on either side of the **PROPERTY**. The project need not comply with the requirements of the **CITY**'s Technical and Design Standards and Guidelines with respect to building placement and street orientation.

5. The **PROPERTY** will be developed substantially in accordance with the Site Plan, including the building elevations and architectural renderings, all as shown on Attachment 2, provided that nothing herein is intended to substitute for the full site plan review and approval by the Portland Planning Board pursuant to the standards contained within the Portland Land Use Code and any other applicable regulations.
6. The curb cut presently located at the northwesterly edge of Chart 189 Block A Map 014 shall be closed as a condition of this Agreement and the area along Congress Street to a depth of at least ten (10) feet shall be bermed and landscaped in accordance with Attachment 2 (or as otherwise recommended by the City arborist during Site Plan Review) prior to the issuance of a Certificate of Occupancy for the **PROPERTY**.
7. The berms along Congress Street and the State Connector Road adjacent to the MDOT Lot, which berms shall be installed and landscaped to a depth of at least ten (10) feet (or as otherwise recommended by the City arborist during Site Plan Review), shall be required to be built prior to the issuance of a Certificate of Occupancy for the **PROPERTY**.
8. The area identified as the area in which "OEI II reserves the right to construct a 42-space parking lot in the future" in the northwesterly corner of the Site (and identified on Attachment 2 by the number "1" inside a circle) need not be built prior to the issuance of a Certificate of Occupancy for the **PROPERTY**.
9. **OEI II** bears the responsibility for ensuring that **OEI I**, **OEI III**, and **OEI XIII** join in applying simultaneously for the site plan changes depicted on Attachment 2. **OEI II** represents that each of the aforementioned entities acknowledge that it is not possible to anticipate the future development or use of the Site or any individual parcel comprising the Site. As a result, the Site Plan may need to be amended from time to time to give **OEI I**, **OEI II**, **OEI III**, or **OEI XIII** reasonable flexibility in the development and/or use of their respective lots. Therefore, the parties agree to work cooperatively with each other and to negotiate, in good faith, any amendments to the site plans governing the Site and, in particular, to acknowledge that the traffic access, parking, lighting, landscaping, and drainage are all in common and interdependent site plan features that must continue to be planned and engineered in a comprehensive manner. Further, **OEI II** agrees that as mortgage terms for **OEI I** and **OEI III** roll over, this provision shall be incorporated in such mortgages to the extent necessary to adhere to the terms of this provision. Such rollover dates are as follows: **OEI I**, June 30, 2008, and **OEI III**, April 30, 2010. **OEI XIII** shall be obligated hereunder upon its acquisition of the MDOT lot.
10. Should the properties designated as Chart 189 Block A Lot 011 and Chart 189 Block A Lot 012 (the "Dugan Property") be redeveloped in the future and subject

to site plan approval from the **CITY**, then **OEI II** by virtue of this Agreement, shall be required to review with **CITY** Planning Staff whether modifications or amendments to the Site Plan are appropriate in order to better address the entrance servicing the **PROPERTY** from Congress Street and the traffic and pedestrian circulation within the **PROPERTY** and the Site. If the City Traffic Engineer determines that such modifications or amendments are reasonable, **OEI II** shall be required to undertake any such modifications on the Site if the owner of the Dugas Property is required to perform complementary work on the Dugas Property as part of the future site plan approval for the Dugas Property redevelopment, but **OEI II** shall not be required to spend more than \$50,000 on such modifications.

11. **OEI II** shall be required to obtain all applicable federal, state, and local permits for construction of the office building project.
12. The landscaping plan as shown on Attachment 2 shall be the least amount of landscaping required during site plan review and nothing herein precludes the Planning Board from requiring increased landscaping in accordance with the site plan standards of the Land Use Code.
13. **OEI II** shall secure a maintenance agreement giving **OEI II** the right to perpetually maintain the landscaped buffer at the entrance to the Site and such agreement shall be provided to the City at the time of Site Plan approval.
14. **OEI II** shall contribute \$60,000.00 toward public improvements in the area, for the purpose of pedestrian access from the site to the Hadlock Baseball Field.
15. All building signs shall receive the approval of the City of Portland.
16. In the event the development described herein is not commenced within two (2) years from the date of this conditional rezoning this Agreement shall become null and void and the Property shall revert to the underlying B-2 zone.

The above stated restrictions, provisions, and conditions are an essential part of the rezoning, shall run with the **PROPERTY**, shall bind and benefit **OEI II**, any of its 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. **OEI II** shall file 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.

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. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **PROPERTY** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, and in addition to any penalties authorized by law and imposed by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

WITNESS:

OLYMPIA EQUITY INVESTORS II,
LLC, by its managing member Erin
Management Group II

Lisa M. Smith

By James H. Brady
James H. Brady

STATE OF MAINE
CUMBERLAND, ss.

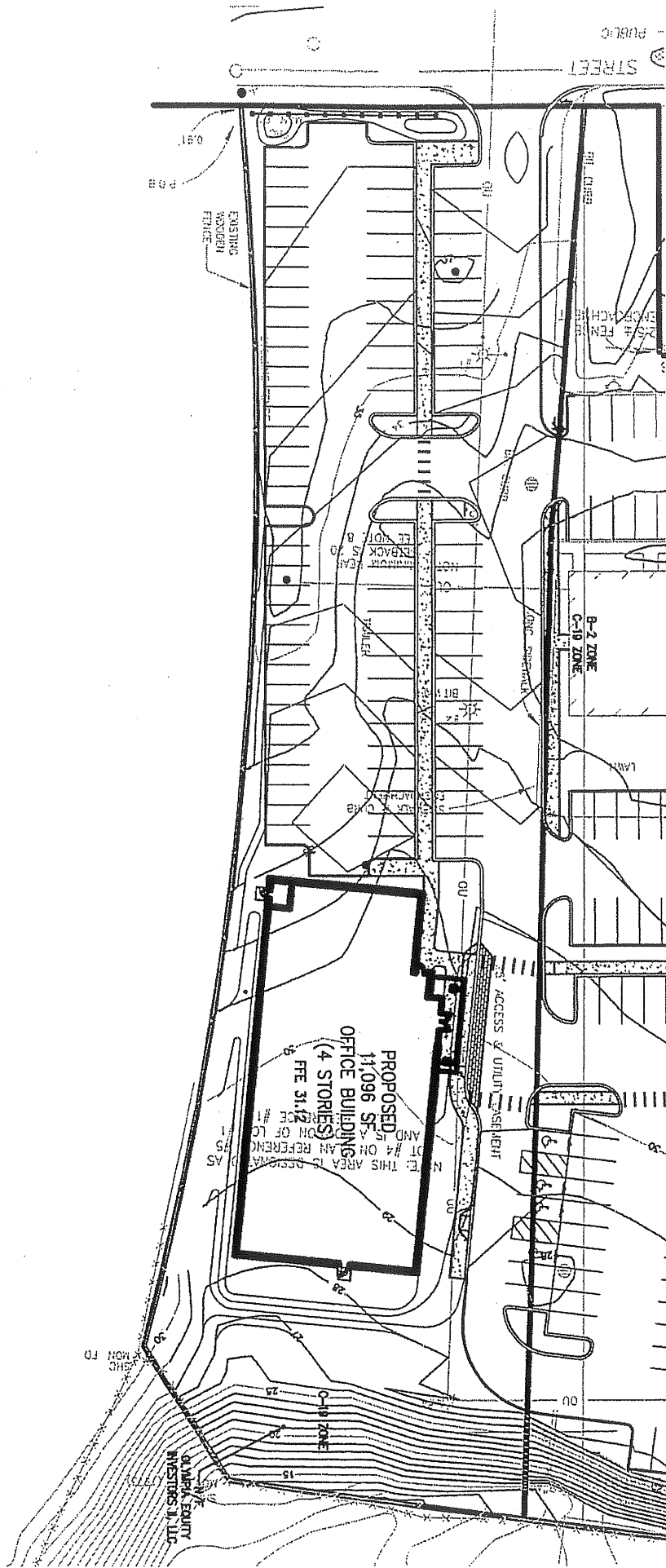
Date: April 28, 2005

Personally appeared before me the above-named James H. Brady, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Olympia Equity Investors II, LLC.

Before me,

Susan J. Devine
Notary Public/Attorney at Law

SUSAN J. DEVINE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 26, 2011



APPROVAL—CITY OF PORTLAND
PLANNING BOARD

DATE	COMPLETION

LAYOUT TABLE

POINT	COORDINATES	EXISTING
DHAI 1000	10,000,000	10,185,207
DHAI 1001	9,972,828	9,972,828
DHAI 1002	10,145,611	10,145,611
DHAI 1003	9,972,107	9,972,107

SIGN LEGEND



1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED BY THE OWNER.
2. ALL UTILITIES SHALL BE LOCATED AND DEPTH SHALL BE SHOWN BY THE OWNER.
3. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.
4. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.
5. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED BY THE OWNER.
2. ALL UTILITIES SHALL BE LOCATED AND DEPTH SHALL BE SHOWN BY THE OWNER.
3. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.
4. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.
5. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED BY THE OWNER.
2. ALL UTILITIES SHALL BE LOCATED AND DEPTH SHALL BE SHOWN BY THE OWNER.
3. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.
4. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.
5. ALL UTILITIES SHALL BE PROTECTED BY THE OWNER.

LINE DATA TABLE

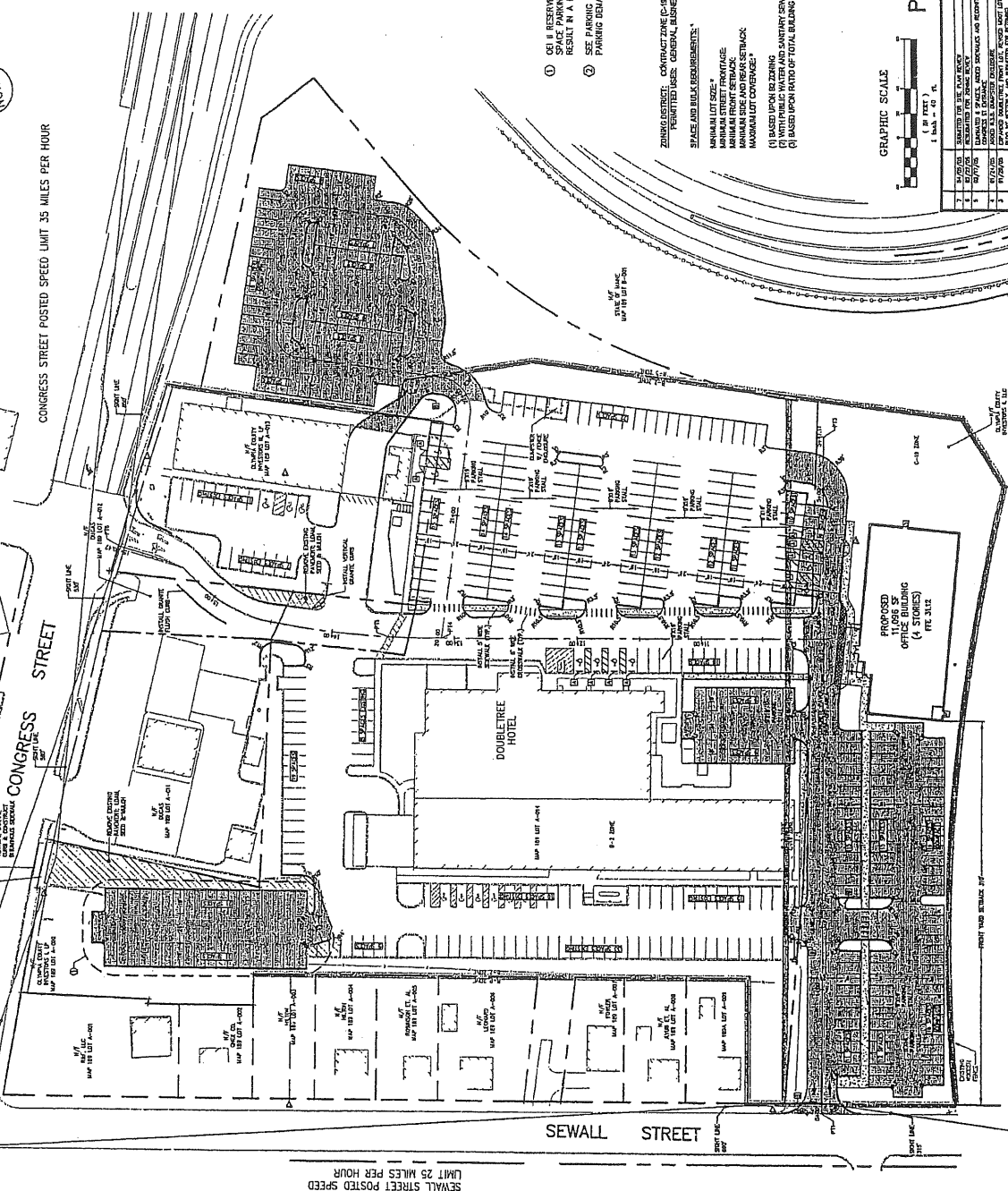
LINE	BEARING	DISTANCE
1	S 31° 07' 42" E	41.64
2	S 88° 00' 00" E	10.00
3	S 89° 00' 00" E	10.00
4	S 89° 00' 00" E	10.00
5	S 89° 00' 00" E	10.00
6	S 89° 00' 00" E	10.00

CURVE DATA TABLE

STATION	PC	PT	PI	TS	SC	STATION	PC	PT	PI	TS	SC
10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00
10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00	10+00



CONGRESS STREET POSTED SPEED LIMIT 35 MILES PER HOUR

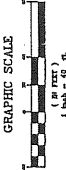


- ① SEE REFERENCES FOR THE RIGHT TO CONSTRUCT A 2-SPACE PARKING LOT IN THE FRONTING LOT. THIS WILL RESULT IN A NET INCREASE OF 28 PARKING SPACES.
- ② SEE PARKING PLAN FOR SPACE ALLOCATION AND PARKING DEMAND.

ZONING DISTRICT: C-4 (COMMERCIAL OFFICE BUILDINGS, BUSINESS, PROFESSIONAL OFFICES)
PERMITTED USES: GENERAL BUSINESS AND PROFESSIONAL OFFICES

SPACE AND BULK REQUIREMENTS:
MINIMUM LOT SIZE: 10,000 SF
MINIMUM STREET FRONTAGE: 10 FEET
MINIMUM SIDE AND REAR SETBACK: 10 FEET
MINIMUM LOT COVERAGE: 80%

(1) BASED UPON EXISTING
(2) WITH PUBLIC WATER AND SANITARY SEWER
(3) BASED UPON 100% OF TOTAL BUILDING AREA TO LOT AREA



PRELIMINARY NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY	CHK.
1	10/10/18	ISSUED FOR PERMITS	J. SMITH	M. JONES
2	10/15/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
3	10/20/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
4	10/25/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
5	10/30/18	REVISIONS TO PERMITS	J. SMITH	M. JONES

SEAL AND SIGNATURE OF ARCHITECT/ENGINEER

DATE: 10/30/18

50 SEWALL STREET OFFICE BUILDING

SITE PLAN

OLYMPIA EQUITY INVESTORS II, LLC

NO.	DATE	DESCRIPTION	BY	CHK.
1	10/10/18	ISSUED FOR PERMITS	J. SMITH	M. JONES
2	10/15/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
3	10/20/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
4	10/25/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
5	10/30/18	REVISIONS TO PERMITS	J. SMITH	M. JONES

SEAL AND SIGNATURE OF ARCHITECT/ENGINEER

DATE: 10/30/18

50 SEWALL STREET OFFICE BUILDING

SITE PLAN

OLYMPIA EQUITY INVESTORS II, LLC

NO.	DATE	DESCRIPTION	BY	CHK.
1	10/10/18	ISSUED FOR PERMITS	J. SMITH	M. JONES
2	10/15/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
3	10/20/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
4	10/25/18	REVISIONS TO PERMITS	J. SMITH	M. JONES
5	10/30/18	REVISIONS TO PERMITS	J. SMITH	M. JONES

May 11, 2005

Mr. Tim Levine
Olympia Equity Investors, LLC
280 Fore Street, STE 202
Portland, ME 04101

RE: Site Plan and Traffic Movement Permit Application
Olympia Equity Investors I, II, III, and XIII, Co-Applicants
Application ID#2005-0070

Dear Mr. Levine:

As you know, the above referenced application is scheduled for a public hearing with the Planning Board on May 24, 2005. At an April 26, 2005 workshop with the Planning Board a number of outstanding site plan issues were identified. Since then, Planning Division staff has worked with your various consultants in an attempt to resolve these issues.

While several issues raised on April 26th have now been successfully resolved, there are still a number of concerns which will need to be addressed prior to the upcoming public hearing. This letter is to summarize those issues as follows:

1. Traffic

Six points related to traffic and circulation were raised in the April 26 staff memo to the Planning Board.

1. Project Entry Alignment
2. Pedestrian crossings at Congress/ Sewall and Congress/ Massachusetts
3. Pedestrian Access / Proposed Parking lot to the East of Norway Savings
4. Sewall Street Sidewalk
5. Opportunity to Relocate / Improve MetroBus Bus Stop
6. Improvements to Signals at Congress Street and Exit 5, I-295 Ramps

Your consulting traffic engineer has studied each of these matters and submitted a May 3, 2005 response letter addressing each one. The City's consulting traffic engineer, Tom Errico, has received this response and is in the process of conducting his review. I expect

to have analysis and recommendations from Mr. Errico by the end of the week. I will provide this information to you and your traffic engineer as soon as it is available.

In addition to the six items listed above, the Planning Board specifically requested that Mr. Errico comment on the sites' internal circulation plans. This review and analysis will also be included in Mr. Errico's report.

2. Landscape Plan

At the April 26, 2005 workshop, OEI submitted a revised landscape plan in response to comments provided earlier by the City Arborist. Staff later reviewed the revised landscape plan and found that not all of the earlier concerns had been addressed. In order to break up and soften the sites' largest expanses of pavement and to provide optimal screening of the site from abutting properties and rights of way, staff asks that you consider the following recommended revisions to the current landscape plan:

1. Congress Street
In order to better screen the proposed 77-space surface lot proposed on the former DOT land, Red Maple Street Trees on Congress Street should be increased from four (4) to seven (7) in number and sited in a double row, zig-zag pattern.
2. Area East of the Proposed New 1-Acre "DOT" Parking Lot
Proposed evergreen trees in this area are arranged in close groupings of three. Such groupings have proven to cause a nuisance situation by providing refuge for persons with nefarious motives. While the proposed trees species, count, and sizes are acceptable; the siting of the trees should be loosened across the area. Lower limbs should be pruned.
3. Bulb-Outs at Sides of Proposed Entrance to 1-Acre "DOT" Parking Lot
These curbed islands should be considered for additional trees to soften and screen the site.
4. Drainage Swale on the East Side of the Project
So as to soften and screen the site as viewed from the Interstate and Exit 5 on/off ramp, and as per the City Arborist's earlier request, please provide additional trees such as 5-6 white pines within the drainage swale to the East of the sites. These should be concentrated at the North end of the swale below the proposed 1-Acre parking lot and along the West bank of the swale as it runs South toward the Fore River.
5. Curbed Tree Islands at ends of Parking Aisles
Of the four proposed East-West oriented parking aisles in the Eastern Parking lot of the DoubleTree Hotel site, only one includes a curbed island at its East end. In order to (1) break up the site's largest open expanse of pavement and (2) facilitate the safe, orderly movement and parking of vehicles, staff recommends that all four Eastern ends of these aisles be treated with curbed

islands and planted with trees, consistent with proposed aisle end treatments elsewhere on the site plan.

6. North Side of the Sewall Street Entrance
Please address Planning Board members' concerns expressed at the April 26 workshop that the proposed screening at this location is sub-optimal. Please consider providing fencing and or additional landscaping. Please consider non-deciduous plantings.

7. South Side of the Sewall Street Entrance
Staff has recommended that the proposed parking lot's interface with Sewall Street at this location should be adequately set back and treated with a high quality, permanent wall of fence. Please provide typicals of the proposed "75' Decorative Aluminum Fence as well as a call out plan of this area with dimensions from the parking lot to City right of way. Street Trees should also be provided along the Sewall Street frontage.

The above seven recommendations for landscape revisions have been previously presented to your project landscape architect and your project engineer. Staff looks forward to receiving your responses to these recommendations.

3. Engineering

Early in this review process staff recommended to OEI and the Planning Board that the proposed stormwater management plan should be revised so as to bring existing, non-conforming portions of the site into conformance with today's stormwater treatment standards. It was staff's understanding that OEI had agreed to make changes to the drainage / stormwater treatment plan accordingly.

Whereas these changes would have substantive impacts on the sites overall drainage / stormwater treatment engineering plan, the City's consulting civil engineer has refrained from developing more detailed response comments until revised plans are submitted. Staff has repeatedly emphasized the importance of receiving these revised engineering plans in order to keep the project on schedule with the Planning Board.

Earlier this week staff was informed that OEI may not opt not to amend the stormwater treatment plan owing to various technical difficulties and relative costs associated with addressing those difficulties. Staff has requested that a technical summary of these difficulties be submitted for review by the City's reviewing engineers.

In light of what little time remains prior to the May 24 public hearing, Staff recommends that an engineer's summit be held between OEI's consulting engineer and the City's reviewing engineers. From there, final plans will need to be generated as soon as possible to make the project ready to go forward to a public hearing. Staff will work with OEI to set up such a meeting in the coming days.

4. Easements

Corporation Counsel has repeatedly requested that the site plan be revised to include the location and dimensions of all existing and proposed easements in accordance with the requirements of the site plan ordinance. Of particular concern are various drainage and utility pipes and laterals with cross the former MDOT lot and the abutting "Dugas" lot. To date these revisions have not been submitted.

Also requested was a summary of the various traffic and circulation easements between the various OEI entities. On April 25, 2005 OEI submitted an executive summary of these easements. This document has been provided to Corporation Counsel for review. I will see that you are provided with a response in the coming days.

5. Exterior Lighting Plan

Staff has responded to the proposed lighting plan by requesting revised a revised photometric study demonstrating acceptable light levels at property lines. This study has been submitted and found acceptable. The proposed lighting plan excludes any wall packs or architectural lighting on the proposed medical office building. Please indicate whether any architectural light fixtures are proposed on or around the proposed medical office building.

6. Architectural Materials Samples

Staff has repeatedly requested that OEI provide samples of proposed architectural materials for the proposed medical office building. To date these samples have not been provided.

As always, if you have any questions, please do not hesitate to contact me by phone at 756-8083 or by email at ebm@portlandmaine.gov. I look forward to working though the remaining issues with you.

Best regards,

Ethan Boxer-Macomber
Planner

CC via email: Alex Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
Penny Littell, Assistant Corporation Counsel
Jack Lufkin, Economic Development Director
Matt Manahan, Esq., Pierce Atwood
Chris Osterider, Deluca-Hoffman

GRESS STREET

N/F DUGAS
MAP 189 LOT A-012

N/F OLYMPIA EQUITY
INVESTORS III, LP
MAP 189 LOT A-013

FLUSH CURB

ADJUST CURB

ORIENTATION SIGN

ADJUST CURB

2TC

ADJUST STRIPING

11EA
INSTALL VERTICAL GRANITE CURB (TYP)

CONCRETE WALK

ADJUST CURB

HANDICAP RAMP

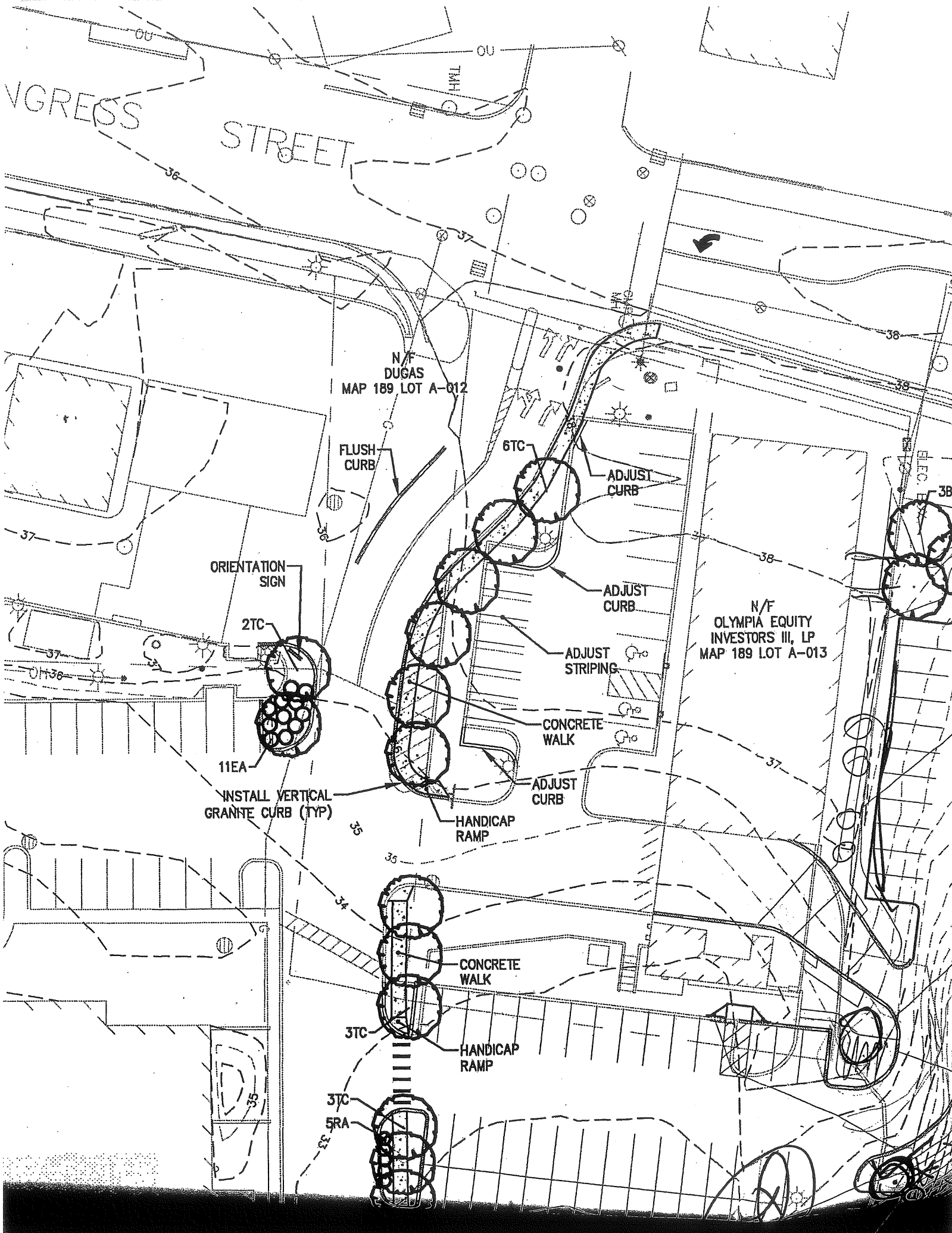
CONCRETE WALK

3TC

HANDICAP RAMP

3TC

5RA



RECEIVED DEP - SMRO

Matthew D. Manahan

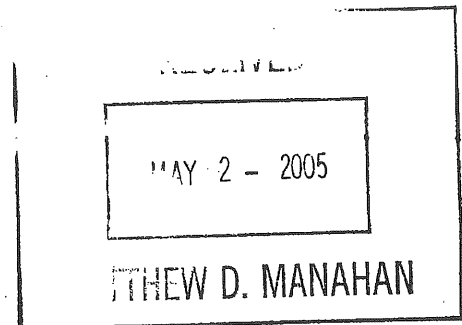
2005 APR 27 PM 12:31

One Monument Square
Portland, ME 04101

207-791-1189 voice
207-791-1350 fax
mmanahan@pierceatwood.com
pierceatwood.com

April 26, 2005

Ms. Linda K. Kokemuller
SMRO Licensing Supervisor
Division of Land Resource Regulation
Bureau of Land and Water Quality
Maine Department of Environmental Protection
312 Canco Road
Portland, ME 04103



RE: Olympia Equity Investors

Dear Linda:

The purpose of this letter is to request confirmation from you, so that we can provide confirmation to the City of Portland Planning Board, that the proposed office building development on the Olympia Equity Investors II ("OEI II") property on Sewall Street in Portland will not trigger approval under the state Site Location of Development Law (the "Site Law"). The issue has arisen because of concern that the OEI II property, together with the surrounding properties owned by other Olympia entities (OEI I, III, and XIII), may constitute a "common scheme of development." Although we do not believe these properties are a common scheme of development, we have investigated the extent of the buildings, parking lots, roads, paved areas, and other areas stripped and graded or to be stripped and graded and not to be revegetated (collectively referred to herein as "impervious area") since October 1, 1975 and have concluded that Site Law approval will not be required even if the four properties are considered to be a "common scheme of development."

Background

The Site Law provides that "a person may not construct or cause to be constructed or operate or cause to be operated . . . any development of state or regional significance that may substantially affect the environment without first having obtained approval for this construction, operation, lease or sale from the" Maine Department of Environmental Protection ("DEP"). 38 M.R.S.A. § 483-A(1). A "development of state or regional significance that may substantially affect the environment" (also known simply as a Site Law "development") includes a "structure," which is defined as follows: "Buildings, parking lots, roads, paved areas, wharves or areas to be stripped or graded and not to be revegetated that cause a total project to occupy a ground area in excess of 3 acres. Stripped or graded areas that are not revegetated within a calendar year are included in

Ms. Linda K. Kokemuller
April 26, 2005
Page 2

calculating the 3-acre threshold.” 38 M.R.S.A. § 482. Because these provisions were first effective on October 1, 1975, only impervious area added after that date are counted in calculating the three-acre threshold.

In calculating the three-acres threshold, the DEP also considers whether the development proposed is part of a “common scheme of development” and, if so, the DEP will require a Site Law permit if the total post-1975 impervious area is over three acres. A “common scheme of development” is defined as “a plan or process of development which (1) takes place on contiguous or non-contiguous parcels or lots in the same immediate vicinity; and (2) exhibits characteristics of a unified approach, method, or effect such as: (a) unified ownership, management, or supervision; (b) sharing of common equipment or labor; or (c) common financing.” DEP Reg. 371.1(C).

In municipalities with registered Site Law authority (including Portland), the municipality may issue site plan review permits that substitute for DEP Site Law permits for projects of between three and seven acres. 38 M.R.S.A. § 489-A(1)(H). In that event, though, certain notice and other procedural requirements apply. 38 M.R.S.A. § 489-A(8).

The Olympia “Campus”

DeLuca-Hoffman has analyzed whether the post-1975 development, including the proposed development, on the four properties now owned or to be owned by the Olympia entities (OEI I, II, III, and XIII) will result in three or more acres of impervious area. As explained in the enclosed letter from Chris Osterreider, dated April 26, 2005, DeLuca-Hoffman has concluded that the proposed new impervious area, together with the existing post-1975 impervious area, will be less than the 3-acre threshold for Site Law permitting.

Thus, even if the site were to be considered a “common scheme of development,” Site Law approval will not be required for the work being proposed on the Olympia “campus.”

Could you please indicate your agreement with this letter by signing and dating in the space provided below and returning a signed copy to me? To assist you in understanding the site, I enclose copies of (1) the existing conditions plan, and (2) the site plan.

Please call me if you have any questions about this information or need additional information. Thank you for your assistance.

Sincerely,



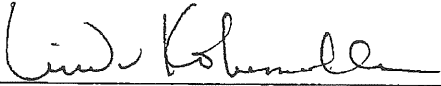
Matthew D. Manahan

Ms. Linda K. Kokemuller
April 26, 2005
Page 3

Enclosures

cc: Penny A. Littell, Esq.
Ethan Boxer-Macomber
James H. Brady
Tim Levine
George McDonough
Christopher J. Osterreider

SEEN AND AGREED TO:



Linda K. Kokemuller

Dated: 4-27-05

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(10-17-92)

Policy No. 72107- 1074278

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued By:
Rudman & Winchell, LLC
84 Harlow Street, P.O. Box 1401
Bangor, Maine 04401
(207) 947-4501

CHICAGO TITLE INSURANCE COMPANY
By:

President

By:

Secretary



CHICAGO TITLE INSURANCE COMPANY
LENDER'S TITLE INSURANCE POLICY

SCHEDULE A

TYPE	AGENT FILE NO.	POLICY NUMBER	DATE OF POLICY	INSURANCE AMOUNT
OWNERS				
LOAN	42963/42002	72107-1074278	December 5, 2003 at 4:00 p.m.	\$500,000.00

GW# 35688 RE

1. Name of insured:

Maine Bank & Trust Company, its successors and/or assigns as their interests may appear.

2. The estate or interest referred to herein is at Date of Policy vested in:

Olympia Equity Investors II, LLC

Source of title: Deed from Olympia Equity Investors I, L.P. dated June 21, 1997 and recorded in Book 13212, Page 24 of the Cumberland County Registry of Deeds.

3. The estate or interest in the land described in this Schedule and which is encumbered by the insured Mortgage is:

Fee simple.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage from Olympia Equity Investors II, LLC to Maine Bank & Trust Company dated September 10, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18117, Page 1, in the original principal amount of \$503,750.00.

5. The land referred to in this policy is located at: Lot 4, Sewall Street, Portland, Maine

AND IS DESCRIBED IN SCHEDULE A ATTACHED HERETO.

THIS POLICY IS VALID ONLY IF SCHEDULE B IS ATTACHED.

CHICAGO TITLE INSURANCE COMPANY

LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE A

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

Beginning at a point on the easterly sideline of Sewall Street at the southwesterly corner of the premises herein described, said point being distant 0.91 feet northwesterly of a state highway monument marking the northerly right of way of State Highway 295 as it is delineated on Maine State Highway Commission Right of Way Map dated May 1967, (S.H.C. File No. 3-185) Sheet Number 40 which is recorded in the Cumberland County Registry of Deeds in Plan Book 112, Page 42;

Thence N 15° 32' 40" E along the easterly sideline of Sewall Street, 140.00 feet to the northwesterly corner of Lot 4 depicted on the "Amended Subdivision Plan in Portland, Maine for CSR Associates" ("the Subdivision Plan") recorded February 12, 1997 in the Cumberland County Registry of Deeds in Plan Book 197, Page 32;

Thence S 70° 10' 10" E by and along the generally northerly line of said Lot 4, 174.94 feet to a point on said northerly line of Lot 4;

Thence continuing along the northerly line of Lot 4, S 72° 39' 30" E 395 feet to the easterly sideline of the premises conveyed by CSR Management, Inc., to Olympia Equity Investors I, L.P. by deed recorded in Book 12942, Page 267, and the northeasterly corner of Lot 4;

Thence S 23° 05' 30" W by and along the Interstate 295 right-of-way and the generally easterly sideline of said Lot 4, 120.00 feet to a point;

Thence S 73° 24' 00" W by and along said I-95 right-of-way 64.60 feet to a point;

Thence northwesterly by and along the southerly line of Lot 4 on a curve to the left, having a radius of 1472.07 feet, a distance of 502.74 feet to the point of beginning.

Being the same premises as Lot 4 depicted on the Subdivision Plan.

Also all rights and easements granted to Olympia Equity Investors II, LLC by Joseph F. Dugas, Trustee of the Merrimack Industrial Trust, Olympia Equity Investors I, L.P. and Olympia Equity Investors III, L.P. in a deed titled "Mutual Easement Deed" dated October 12, 1999 and recorded in Book 15198, Page 95 of the Cumberland County Registry of Deeds.

CHICAGO TITLE INSURANCE COMPANY LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

GENERAL EXCEPTIONS:

1. Rights of present tenants, lessees, or parties in possession.
2. Any liability for mechanics' or materialmen's liens.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which an accurate survey and inspection of the premises would disclose.
4. Real estate taxes (including liens not yet due or payable) as follows:
 - A. Taxes have been paid for the period ending December 31, 2003.

Inclusion of a specific survey exception under Special Exceptions of Schedule B does **NOT** eliminate General Exception (3) in the Owner's Policy.

General Exceptions numbered: 1 and 2 are hereby omitted from the Policy.

Affirmative insurance language under Special Exceptions of Schedule B does not apply to the Owner's Policy unless otherwise specified.

SPECIAL EXCEPTIONS: The mortgage, if any, referred to in Item 4 of Schedule A. (This exception does NOT apply to Loan Policies.)

SEE SCHEDULE B ATTACHED HERETO.

COUNTERSIGNED

NOTE: The following endorsements appearing after Schedule B are an integral part of this Policy.


Authorized Signatory

None _____

CHICAGO TITLE INSURANCE COMPANY

LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE B CONTINUED

5. The exact acreage or square footage of the premises is not insured.
6. Title to and rights of the public and others in and to any portions of the insured premises lying within the bounds of adjacent streets, roads, and ways.
7. Title and rights of the public in and to those portions of the insured premises lying within the bounds of adjacent streets, ways, and roads.
8. State of Maine State Highway Commission Notice of Layout and Taking dated December 2, 1970, recorded in Book 3153, Page 761 of the Cumberland County Registry of Deeds.
9. Slope easement reserved by the Trustees of Merimack-Portland Trust in a deed to William E. Bailey and John E. Pearson as Trustees dated April 10, 1973, recorded in Book 3424, Page 82 of the Cumberland County Registry of Deeds.
10. Rights and easements granted to Portland Water District by CSR Associates by easement dated November 12, 1973, recorded in Book 3486, Page 243 of the Cumberland County Registry of Deeds.
11. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by CSR Management, Inc. by instrument dated September 26, 1975, recorded in Book 3770, Page 138 of the Cumberland County Registry of Deeds.
12. All matters shown on a plan entitled "Plan of Land on Congress and Sewall Street, Portland, Maine" dated July 22, 1999, revised August 8, 1999 made for Olympia Equity Investors I, L.P. and recorded in Plan Book 199, Page 486 of the Cumberland County Registry of Deeds.
13. All matters shown on a plan entitled "ALTA/ACSM Land Title Survey on Congress and Sewall Street, Portland, Maine" made for Olympia Equity Investors I, L.P. by Owen Haskell, Inc. dated January 24, 1997.
14. All matters shown on a subdivision plan entitled Amended Subdivision Plan in Portland, Maine for CSR Associates" recorded February 12, 1997, in Plan Book 197, Page 32 of the Cumberland County Registry of Deeds.
15. Public notice regarding easement rights in the former location of Greeley Street acknowledged June 29, 1991, recorded in Book 9689, Page 97 of the Cumberland County Registry of Deeds.

CHICAGO TITLE INSURANCE COMPANY

LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE B CONTINUED

16. Rights and easements of Olympia Equity Investors I, L.P. reserved in a deed to Olympia Equity Investors II, LLC dated June 21, 1997 and recorded in Book 13212, Page 24 of the Cumberland County Registry of Deeds.

17. Notice of vacation of unaccepted or proposed ways by Langdon Street Real Estate, dated November 10, 1997, recorded in Book 13459, Page 202 of the Cumberland County Registry of Deeds.

18. Rights and easements conveyed to Joseph Dugas, Trustee of the Merrimack Industrial Trust, Olympia Equity Investors I, L.P. and Olympia Equity Investors III, L.P. by virtue of a Mutual Easement Deed dated October 14, 1999 and recorded in Book 15198 Page 95 of the Cumberland County Registry of Deeds.

NOTE: Notwithstanding the amount of the obligations owed by Olympia Equity Investors II, LLC to the Insured as listed under the Insured Mortgage, by agreement with the Insured, coverage hereunder (as modified by the terms hereof and any endorsements hereto) is limited to \$500,000.00.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) the Amount of Insurance stated in Schedule A;
- (ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to

provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A; and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights

to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY

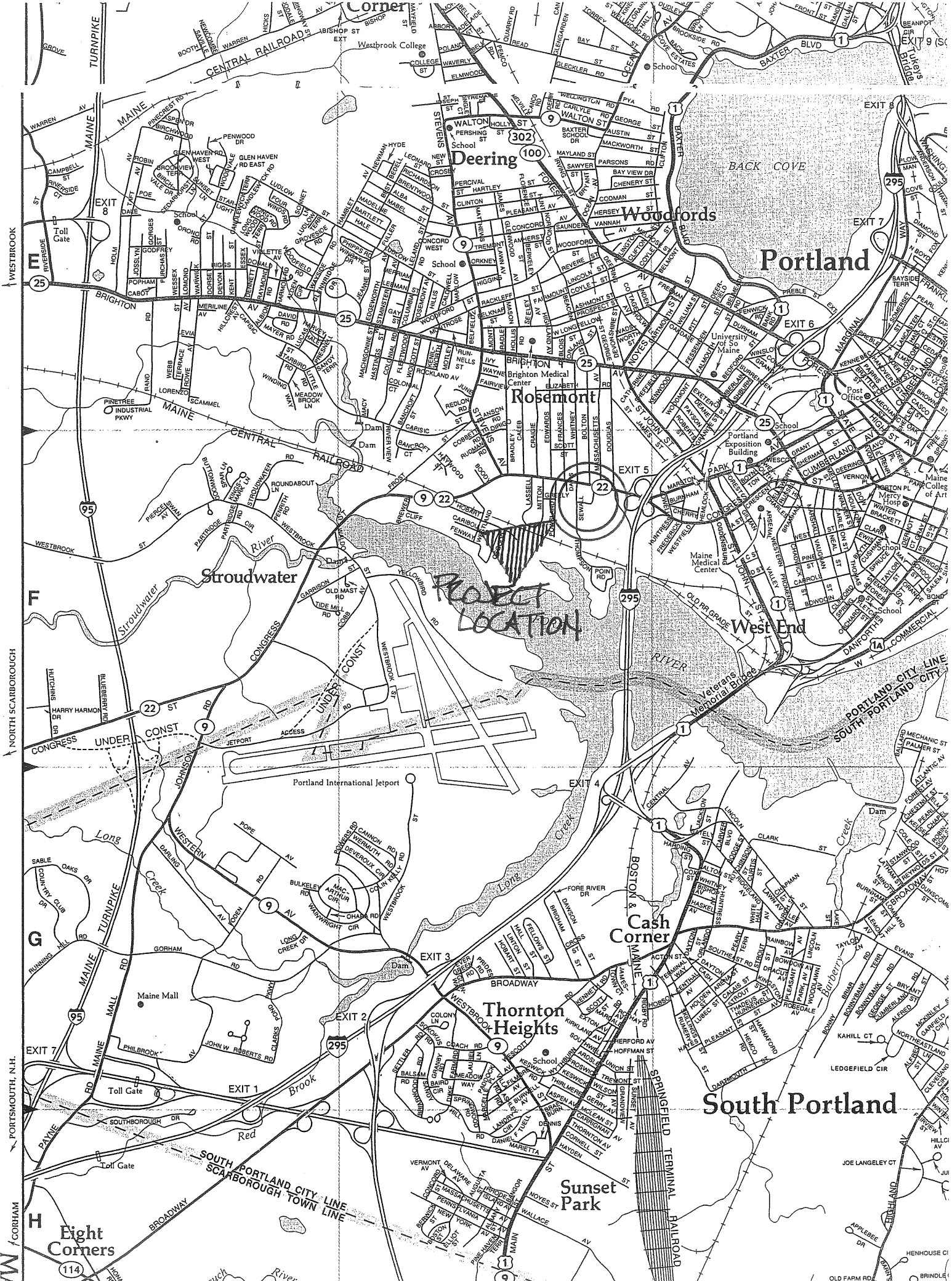
In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street

Corner

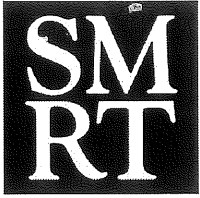


PROJECT LOCATION

Eight Corners

PORTSMOUTH, N.H. CORHAM

BRINDLE



ARCHITECTURE
ENGINEERING
PLANNING

October 13, 2004

Ms. Sarah Hopkins
Development Review Manager
Planning Department
City Hall
389 Congress St.
Portland, ME 04101-3503

A/E Project # 04162

Re: Request for Amendment to Conditional Zone, 50 Sewall Street

Dear Sarah:

Thank you for meeting with me last month to discuss the Office Building Project at 50 Sewall Street. It is our understanding that the proposed development will require an amendment to the existing conditional zone.

Prior to 1997, the property was located in the R-5 Residential Zone and the R-P Residence Professional Zone. On October 20th, 1997, a conditional zone was granted for a B-2 contract zone to allow a 70-room hotel. Due to the physical dimensions of the site, a strict change to the B2 zone would not have permitted this development, as it does not allow more than 10 percent of the required parking in the front yard, nor does it allow a building height of greater than 45 feet.

The C19 conditional zone specifically limits development to a 70-guest room hotel. Due to changing market conditions, the demand for a hotel in this area has significantly decreased, while the demand for office space, particularly medical offices, has significantly increased. As such, we are requesting an amendment to the language of the original C19 Contract Zone that would allow an office building.

The proposed project would include a 4-story, 45,000 +/- square foot structure and associated parking, utility, and landscape improvements. We understand the project would require major site plan review from the planning board.

The text we request to amend from Page 2 of the original C-19 contract zone is:

2. Olympia Equity Investors II shall be authorized to establish and maintain an hotel office building limited to 70-guest rooms, and associated parking as required by Division 20 of Chapter 14 of the Portland City Code only.
4. The Development shall meet all of the requirements of §§14-185, 14-186, and 14-187 of the Portland City Code, except that parking may be located in the front of the building and the building height may be a maximum of sixty-five (65) feet.

(B1)

Sarah Hopkins
Page 2 of 2

Please find the attached site plan, location map, and check. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,
SMRT, Inc.

A handwritten signature in black ink, appearing to read "G. McDonough".

George D. McDonough, ASLA
Landscape Architect

cc: Jim Brady, Olympia Equity Investors
Pete Pelletier, Ledgewood Construction
File 22

B2

RUDMAN & WINCHELL*Counselors at Law***COPY**

Gerald E. Rudman
 Phillip D. Buckley
 Michael P. Friedman
 Winfred A. Stevens
 Robert E. Sutcliffe
 Paul W. Chaiken
 David C. King
 John W. McCarthy
 Frank T. McGuire
 Bruce C. Malloncc
 Paul H. Sighinolfi
 William H. Hanson
 George F. Eaton, II
 Edith A. Richardson

Michael M. McAleer
 Edmond J. Bearor
 Curtis E. Kimball
 Brent A. Singer
 Leigh McCarthy
 Anne-Marie L. Storey
 Andrew Landry
 Anthony D. Pellegrini
 Virginia Kozak Putnam
 Hans S. Peterson
 Christopher J. Austin
 Timothy A. Pease
 Charles F. Budd, Jr.
 Wendy A. Brown

THE GRAHAM BUILDING
 84 Harlow Street
 Bangor, Maine 04401

P.O. Box 1401
 Bangor, Maine 04402-1401

Telephone 207 947-4501
 Facsimile 207 941-9715

www.rudman-winchell.com

Abraham M. Rudman
 (1896-1970)

Albert H. Winchell, Jr.
 (1924-1992)

Email: erichardson@rudman-winchell.com

January 27, 2004

Thomas N. Lea, Vice President
 Maine Bank & Trust Company
 P.O. Box 619
 Portland, ME 04104

RE: Lot 4 - Sewall Street, Portland

Dear Mr. Lea:

We enclose Chicago Title Insurance Company Loan Policy No. 72107-1074278 insuring Maine Bank & Trust Company's \$500,000.00 loan relating to the above property.

Very truly yours,



Edith A. Richardson

EAR/gij

Enclosure

cc: ✓ Dan Flaherty (w/encl)
 George F. Eaton, II
 Robert E. Sutcliffe

41161/42002
 35691 RE

**PIERCE
ATWOOD**

—LLP—
ATTORNEYS AT LAW

Dennis C. Keeler

One Monument Square
Portland, ME 04101

207-791-1331 voice
207-791-1350 fax
dkeeler@pierceanwood.com
pierceanwood.com

January 12, 2005

Amy E. Hughes, Legal Administrator
State of Maine
Department of Transportation
16 State House Station
Augusta, ME 04333-0016


RE: Sale of Land in Portland, ME to Olympia Equity Investors, LLC

Dear Amy:

Enclosed is a fully executed Purchase and Sale Agreement, with the sketch attached as Exhibit A, as we discussed. Please note that I have substituted a new page 1 to the agreement to reflect the new address of Olympia Equity Investors, LLC.

Please let me know when the legal description has been finalized. Thanks for your help.

Sincerely,



Dennis C. Keeler

DCK:fc
Enclosure

cc: Timothy Levine, Olympia Equity Investors
Matthew D. Manahan, Esq.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this _____ day of January, 2005, between the **STATE OF MAINE**, acting by and through its **Department of Transportation** (The "Seller") and **OLYMPIA EQUITY INVESTORS XIII, LLC**, a Maine limited liability company (the "Buyer").

WITNESSETH:

Section 1. Terms.

The following terms shall have the meanings specified whenever used in this Agreement:

(a) **Seller:**

State of Maine
Department of Transportation
16 State House Station, Augusta, Maine 04333-0016
Attention: Toni L. Kemmerle, Esq., Legal Division

(b) **Buyer:**

Olympia Equity Investors II, LLC
280 Fore Street, Suite 202
Portland, ME 04101
Attention: Kevin Mahaney

(c) **Premises:** A certain lot or parcel of land situated at the intersection of the southerly side of Congress Street and the westerly side of "Connector Road," so-called, as shown on a plan entitled "State of Maine Right of Way Map" Portland, Maine DOT File No. 3-185B, dated June 2004, attached hereto as Exhibit B, in the City of Portland, consisting of approximately 1.02 acres and described in Exhibit A, attached hereto, subject to all easements and other matters of record, attached hereto and made a part hereof (the "Premises").

(d) **Closing Date:** The closing of title for purchase of the Premises shall take place on or before March 30, 2005.

(e) **Exhibits:**

Exhibit A: Description of the Premises
Exhibit B: Map of the Premises

Section 2. Purchase and Sale.

In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

Section 3. Effective Date:

The effective date of this Agreement shall be January 7, 2005.

Section 4. Purchase Price.

4.1 The purchase price for the Premises is Two Hundred Thousand U.S. Dollars (\$200,000.00), due and payable at Closing.

4.2 All monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid by checks drawn on any bank, savings bank, trust company, or savings and loan association having a banking office in the State of Maine, payable to the order of Treasurer, State of Maine.

Section 5. Title.

5.1 The Premises shall be conveyed by a Governor's Deed. The Governor's Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject only to the easements reserved therein and other easements and encumbrances as may appear of record in the Cumberland County Registry of Deeds, and the provisions of existing building, land use, subdivision control and zoning laws. Seller covenants that there are no agreements, leases or licenses of which Seller is aware affecting the Premises.

If, in the event Buyer performs a title search and is unsatisfied with the results, or if Buyer is not satisfied with the results of the survey plan prepared as provided in Section 7.1 below, then Buyer shall have the right to terminate this Agreement at any time prior to closing, with no recourse of either party against the other. The foregoing notwithstanding, Seller shall remove or cause to be discharged any mortgage or other lien on the Premises.

5.2 Buyer acknowledges and agrees that the Premises are being sold "as is, where is" and that no representations are made by the Seller or its representatives as to the marketability of title.

5.3 Seller shall deliver possession of the Premises to Buyer on the Closing Date, subject only to the provisions of this Agreement, the Premises then being in the same condition as they are now, reasonable wear and tear excepted. Notwithstanding the foregoing, Seller agrees to use reasonable efforts to eliminate any encroachments known to Seller and existing on Premises prior to closing.

Section 6. No Warranties.

6.1 Buyer acknowledges that Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. Except as otherwise provided in this Agreement, Buyer hereby expressly waives any claims against Seller for any matters of public record or matters which a physical inspection of the Premises would reveal, except as provided in Section 5. This Section shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

6.2. The Seller shall be responsible for discharging any mechanic's and materialman's liens of any description against the Premises arising in any way out of, or relating to (i) the Seller's ownership of the Premises prior to the date of conveyance, or (ii) the Seller's activities on the Premises either prior to or after the date of the conveyance. Seller agrees to execute a Seller's Affidavit for Buyer's Title Insurance Company certifying as to no mechanics liens or parties in possession. The Seller reserves the right to contest the validity of any such lien so long as the Seller causes such lien to be released on the record. This obligation shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

Section 7. Other Conditions.

7.1 Prior to Closing, Seller has prepared a survey plan of the Premises and a legal description, both of which have been delivered to Buyer. At the Closing, Buyer shall reimburse Seller for the reasonable costs incurred by Seller in connection with the setting of such pins and preparing said survey.

7.2 Seller agrees to be responsible for the installation of a black, PVC-coated chain link fence, four foot (4') in height, along the new property boundary. Seller and Buyer will work cooperatively to coordinate such fence installation with other work that Buyer will be conducting on the Premises. Upon completion of the fence installation, Buyer shall reimburse Seller for the reasonable costs incurred by Seller in connection with the installation of such fence. The provisions of this Section shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

7.3 The parties acknowledge that the Premises are currently encumbered by an interceptor underground stormwater sewer owned by the City of Portland and by two drainage pipes out letting stormwater onto the Premises, which pipes are owned by Seller

but maintained by the City of Portland; one being a 12" corrugated metal pipe and the other a 36" concrete pipe. It is a condition of the parties' obligations under this Agreement that Buyer and the City of Portland agree upon the form of an easement for the currently existing interceptor underground stormwater sewer that crosses the Property. It is also a condition of this Agreement that Seller, Buyer and the City of Portland agree upon a mutually acceptable drainage plan that will be compatible with the highway drainage system, the City of Portland's current use, and with Buyer's proposed use of the Premises as a parking lot. Buyer agrees to pay all costs for sitework and other work associated with construction of its drainage system. This obligation shall survive the delivery and acceptance of the Deed and payment of the Purchase Price. The approved drainage plan shall include the obligation and right of the City of Portland to maintain its drainage systems, or so much thereof as is not discontinued as provided in the approved drainage plan, subject to mutually acceptable standards for conduct of work and disruption and restoration of the surface. If the parties are unable to agree upon a mutually acceptable drainage system plan and easements as outlined above by the Closing, unless extended or waived by both Seller and Buyer, then either party shall have the right to terminate this Agreement by giving notice of such termination to the other prior to Closing.

7.4 Seller shall include in the Governor's Deed restrictions (to run with the land) prohibiting buildings, structures and/or any commercial/advertising signs on the Premises, but to specifically allow paved parking and incidental structures and improvements ancillary to the use of the Premises as a parking lot, including lighting poles, stanchions and the like. Directional signs to businesses located on Buyer's adjacent property may be permitted in accordance with the City of Portland's zoning ordinances.

7.5 By acceptance of the Governor's Deed, Buyer agrees to plant and maintain a vegetation buffer on the Premises between Congress Street and the parking facility proposed to be constructed in a location approved by the Regional Manager for Maine Department of Transportation Region 1, which approval shall not be unreasonably withheld. It is a condition to Seller's obligations under this Agreement that such approval of the location of said buffer be obtained prior to Closing, unless waived by Seller. This obligation shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

7.6 Buyer shall have a period of forty-five (45) days beginning upon the Effective Date of this Agreement (the "Due Diligence Period") to obtain environmental assessments and to conduct tests and other due diligence to confirm that the Premises are suitable to satisfy the drainage and other requirements hereunder and for the contemplated use by Buyer. If Buyer, in its sole discretion, is not satisfied with any of the above referenced matters, then Buyer may elect, by giving written notice to Seller on or before the end of the Due Diligence Period, to terminate this Agreement.

7.7 If Buyer terminates this Agreement in accordance with the provisions of Sections 5.1, 7.3, 7.6 or 11, then all obligations of the parties hereunder shall cease and neither party shall have any claims against the other by reason of this Agreement, except for any provision that expressly survives the termination of this Agreement.

Section 8. Risk of Loss.

Until delivery of the Governor's Deed from Seller to Buyer, risk of loss or damage to the Premises shall be on Seller.

Section 9. Fees, Costs and Transfer Taxes.

9.1 At Closing, in addition to the Purchase Price and other reimbursements set forth herein, Buyer agrees to pay Seller the amount of Five Thousand U.S. Dollars (\$5,000.00) for HNTB's appraisal of the Property.

9.2 Buyer agrees to pay all Registry of Deeds recording fees.

9.3 Buyer shall pay its share of the Maine real estate transfer tax imposed by Title 36 M.R.S.A. Section 4641-C (1); Seller is exempt from said transfer tax.

Section 10. Closing.

The Governor's Deed shall be delivered and the Purchase Price and all other specified amounts shall be paid as provided herein, unless the parties otherwise agree beforehand in writing. The Closing shall be held at the offices of the Department of Transportation, Augusta, Maine, or such other place as shall be mutually agreed upon by the parties.

Section 11. Destruction, Damage or Condemnation.

If prior to Closing, there shall occur any material damage or destruction to the Premises by fire or other casualty and Seller shall not have substantially repaired or restored such damage or destruction prior to the Closing, Buyer shall have the option to terminate this Agreement. Upon termination pursuant to this section, neither Seller nor Buyer shall have any obligation or liability to or against the other hereunder.

Section 12. Default

In the event that either the Buyer or the Seller is unable to perform their respective obligations under this Agreement prior to Closing, then the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

Section 13. Disclosure of Brokers.

Each party represents and warrants to the other that there are no claims for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction. Each of the parties hereto will pay or discharge (a) any and all claims or liabilities for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction, and (b) any and all claims and liabilities for brokerage commissions or finders fees arising from or through persons or entities claiming by or through that party with respect to this transaction.

Section 14. Condition of the Premises.

Seller shall convey the Premises to Buyer "as is," and makes no representations or warranties with respect to the condition of the Premises.

Section 15. Instruments of Transfer, Payment of Purchase Price; Further Assurances.

15.1 At the Closing the Seller shall deliver, or cause to be delivered, to the Buyer:

- (a) A quitclaim deed without covenant for the Premises (also referred to herein as a "Governor's Deed"); and
- (b) Such other documents, instruments or certificates as the Buyer or its counsel shall reasonably request in order more fully to effectuate the terms thereof.

15.2 At the Closing the Buyer shall deliver, or cause to be delivered, to the Seller:

- (a) The Purchase Price that is due at Closing, together with all other payments specified herein; and
- (b) Such other documents, instruments or certificates as the Seller or its counsel shall reasonably request in order more fully to effectuate the terms hereof.

Section 16. Waiver.

No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

Section 17. Notices.

Any communications, requests, or notices required or appropriate to be given under this Agreement shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested with the United States Postal Service); or (b) sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party at the addresses set forth in Section 1. Either party may change the address at which its notices are to be received by notice given as set forth above.

Section 18. Public Announcements

The parties agree to coordinate the timing and content of any and every public announcement relating to this Purchase and Sale Agreement, which are made prior to or in connection with the Closing.

Section 19. Capacity.

Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, that each such party has obtained all necessary consents and approvals to lawfully perform its obligations under this Agreement and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which it is bound and, at the Closing, each party shall furnish to the other party and to Buyer's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

Section 20. Governing Law.

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

Section 21. Expenses.

Regardless of whether the transactions contemplated pursuant to this Agreement are consummated, each party hereto, unless this Agreement expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Agreement, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

Section 22. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Buyer shall have the right to assign this Agreement to any party affiliated with Buyer or with Kevin Mahaney.

Section 23. Entire Agreement and Survival.

All understandings and agreements heretofore had between the parties hereto are merged into this Agreement. The covenants, agreements and representations made by the parties and contained in this Agreement shall survive the Closing.

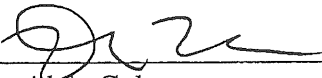
Section 24. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS

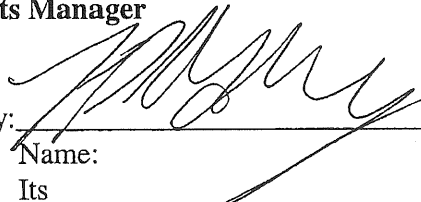
**SELLER:
STATE OF MAINE
DEPT. OF TRANSPORTATION**

By: 

David A. Cole
Its Commissioner

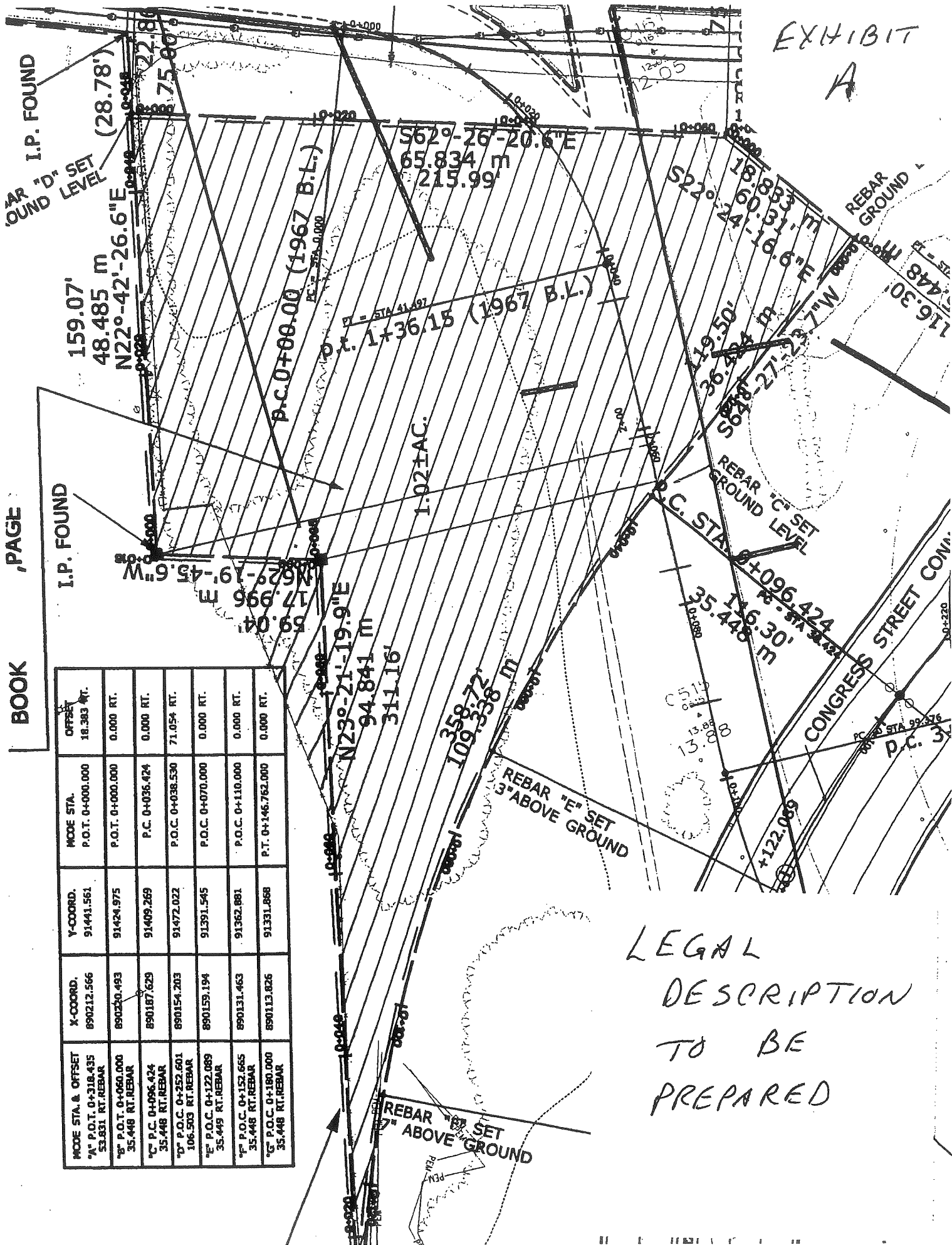
**BUYER:
OLYMPIA EQUITY INVESTORS XIII,
LLC, a Maine limited liability company**

By: **Erin Management Group, II,
Its Manager**

By: 

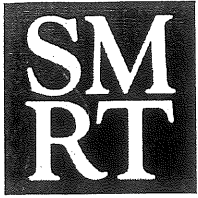
Name:
Its

EXHIBIT
A



MODE STA. & OFFSET	X-COORD.	Y-COORD.	MODE STA.	OFFSET
"A" P.O.T. 0+318.435 53.831 RT. REBAR	890212.566	91441.551	P.O.T. 0+000.000	18.383 RT.
"B" P.O.T. 0+060.000 35.448 RT. REBAR	890330.493	91424.975	P.O.T. 0+000.000	0.000 RT.
"C" P.C. 0+096.424 35.448 RT. REBAR	890187.629	91409.269	P.C. 0+035.424	0.000 RT.
"D" P.O.C. 0+252.601 106.503 RT. REBAR	890154.203	91472.022	P.O.C. 0+038.530	71.054 RT.
"E" P.O.C. 0+122.089 35.449 RT. REBAR	890159.194	91391.545	P.O.C. 0+070.000	0.000 RT.
"F" P.O.C. 0+152.665 35.448 RT. REBAR	890131.463	91362.981	P.O.C. 0+110.000	0.000 RT.
"G" P.O.C. 0+180.000 35.448 RT. REBAR	890113.826	91331.868	P.T. 0+146.762.000	0.000 RT.

LEGAL
DESCRIPTION
TO BE
PREPARED



ARCHITECTURE
ENGINEERING
PLANNING

January 18, 2005

Mr. Ethan Boxer-Macomber
Planning Department
City of Portland
City Hall
4th Floor
389 Congress St.
Portland, ME 04101-3503

Re: Request for Zone Change: Corner of Congress Street and I295 ramp
Associated Project: 50 Sewall Street Office Building

A/E Project # 04052

Dear Ethan:

As part of the 50 Sewall Street Office Building development, for which a zone amendment application has been submitted, we submit herewith an application for re-zoning the above-mentioned lot from R-5 to B-2. The 1.02 acre lot is proposed to serve as a parking area for tenants of the adjacent Norway Savings Bank building and employees of the Doubletree Hotel. Some of the parking spaces currently held used by these entities would be displaced by the proposed 50 Sewall Street Office Building development.

The basis for this request is that the existing zone designation (R5) does not allow greater than 40% impervious surface, thus would not allow the required amount of parking for the office building development.

Proposed Use

The proposed use is a parking lot of 75 spaces. In order to minimize the amount of paved surface, 18 of those spaces are proposed to be for compact cars only. Access to the lot will be only from the adjacent Norway Savings Bank lot, and no curb cuts along Congress Street or the highway ramp are required. Additionally, the MDOT has placed deed restrictions on the lot that will not allow curb cuts or any structures on the lot, and requires that a buffer be maintained.

Relationship of Lot to Neighborhood and Adjacent Zones

The lot is in a neighborhood known as Libbytown. Both the neighborhood and the existing R5 residential zone in which the lot is positioned today has been changed dramatically by several factors; including the construction of Interstate 295, the construction of an intermodal transportation facility, and a gradual shift along this section of Commercial Street from residential to commercial uses. The proposed change to the B2 Zone would better reflect the adjacent uses to the West, which are also in the B2 Zone.

HL

Compliance with the Comprehensive Plan

The comprehensive plan locates the lot within a growth area, and the lot meets all definitions of a growth area as defined in the comprehensive plan. The Existing Land Use map in the comprehensive plan identifies the lot's current use as transportation. A review of the comprehensive plan also indicates that the lot does not fall within any development constraint areas, such as those for historic or wildlife protection.

The comprehensive plan states goals for each zone, including R5. Due to the limitations of the lot, including its proximity to I295, deed restrictions, and its size and shape, it cannot meet the goals of the R5 zone as outlined by the comprehensive plan, which include providing an adequate housing supply and other housing related goals. In contrast, the lot could fulfill the goals of the B2 zone as outlined in the comprehensive plan, including providing an appropriate location for development, and as part of a community center that offers a mixture of commercial uses and services to the adjoining neighborhood and larger community.

In addition, the proposed re-zoning of the lot would meet all of the goals and policies stated for development direction in the comprehensive plan.

Visual Impact

In order to minimize the visual impact of the parking area from Congress Street and the I295 ramp, several methods are proposed. A landscaped buffer will be installed along both Congress Street and highway ramp sides. An earthen berm is also proposed for the East side of the lot, providing an additional visual barrier. The parking area will be graded so that the paved area will sit slightly below street grade, which will increase the effect of the landscaping and earthen berm.

Environmental Considerations

Natural features of the lot include a drainage outfall and swale that is classified by the MDEP as an intermittent stream. The swale flows to the south, draining to the Fore River. Some wetlands appear within the swale. The parking area has been designed so that no wetlands will be impacted as a result of the proposed development. The existing drainage outfall will be extended approximately 50 feet, which will require a stream crossing permit from MDEP. A water quality unit is proposed to treat runoff from the parking lot.

Traffic

Traffic counts have been established for the project, which includes data for all of the proposed development related to the 50 Sewall Street Office Building project. A traffic scoping meeting was held on 1/13/05. Preliminary results show that the project is unlikely to reduce the rating of any of the intersections. A final traffic report is forthcoming.

Ethan Boxer-Macomber
January 18, 2005
Page 3 of 3

I will follow up shortly with additional plans and details for the proposed development. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
SMRT, Inc.



George D. McDonough, ASLA
Landscape Architect

cc: Tim Levine, Olympia Equity Investors
Pete Pelletier, Ledgewood Construction
Christopher Osterrieder, Deluca-Hoffman
Matt Manahan, Pierce Atwood

Att. Purchase and Sale Agreement
Assessor's Map
Completed Application form
Site Plan Sketch
Application fee: \$2,000

H3

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this _____ day of January, 2005, between the **STATE OF MAINE**, acting by and through its **Department of Transportation** (The "Seller") and **OLYMPIA EQUITY INVESTORS XIII, LLC**, a Maine limited liability company (the "Buyer").

WITNESSETH:

Section 1. Terms.

The following terms shall have the meanings specified whenever used in this Agreement:

(a) Seller:

State of Maine
Department of Transportation
16 State House Station, Augusta, Maine 04333-0016
Attention: Toni L. Kemmerle, Esq., Legal Division

(b) Buyer:

Olympia Equity Investors II, LLC
280 Fore Street, Suite 202
Portland, ME 04101
Attention: Kevin Mahaney

(c) Premises: A certain lot or parcel of land situated at the intersection of the southerly side of Congress Street and the westerly side of "Connector Road," so-called, as shown on a plan entitled "State of Maine Right of Way Map" Portland, Maine DOT File No. 3-185B, dated June 2004, attached hereto as Exhibit B, in the City of Portland, consisting of approximately 1.02 acres and described in Exhibit A, attached hereto, subject to all easements and other matters of record, attached hereto and made a part hereof (the "Premises").

(d) Closing Date: The closing of title for purchase of the Premises shall take place on or before March 30, 2005.

(e) Exhibits:

Exhibit A: Description of the Premises
Exhibit B: Map of the Premises

Section 2. Purchase and Sale.

In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

Section 3. Effective Date:

The effective date of this Agreement shall be January 7, 2005.

Section 4. Purchase Price.

4.1 The purchase price for the Premises is Two Hundred Thousand U.S. Dollars (\$200,000.00), due and payable at Closing.

4.2 All monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid by checks drawn on any bank, savings bank, trust company, or savings and loan association having a banking office in the State of Maine, payable to the order of Treasurer, State of Maine.

Section 5. Title.

5.1 The Premises shall be conveyed by a Governor's Deed. The Governor's Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject only to the easements reserved therein and other easements and encumbrances as may appear of record in the Cumberland County Registry of Deeds, and the provisions of existing building, land use, subdivision control and zoning laws. Seller covenants that there are no agreements, leases or licenses of which Seller is aware affecting the Premises.

If, in the event Buyer performs a title search and is unsatisfied with the results, or if Buyer is not satisfied with the results of the survey plan prepared as provided in Section 7.1 below, then Buyer shall have the right to terminate this Agreement at any time prior to closing, with no recourse of either party against the other. The foregoing notwithstanding, Seller shall remove or cause to be discharged any mortgage or other lien on the Premises.

5.2 Buyer acknowledges and agrees that the Premises are being sold "as is, where is" and that no representations are made by the Seller or its representatives as to the marketability of title.

5.3 Seller shall deliver possession of the Premises to Buyer on the Closing Date, subject only to the provisions of this Agreement, the Premises then being in the same condition as they are now, reasonable wear and tear excepted. Notwithstanding the foregoing, Seller agrees to use reasonable efforts to eliminate any encroachments known to Seller and existing on Premises prior to closing.

Section 6. No Warranties.

6.1 Buyer acknowledges that Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. Except as otherwise provided in this Agreement, Buyer hereby expressly waives any claims against Seller for any matters of public record or matters which a physical inspection of the Premises would reveal, except as provided in Section 5. This Section shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

6.2. The Seller shall be responsible for discharging any mechanic's and materialman's liens of any description against the Premises arising in any way out of, or relating to (i) the Seller's ownership of the Premises prior to the date of conveyance, or (ii) the Seller's activities on the Premises either prior to or after the date of the conveyance. Seller agrees to execute a Seller's Affidavit for Buyer's Title Insurance Company certifying as to no mechanics liens or parties in possession. The Seller reserves the right to contest the validity of any such lien so long as the Seller causes such lien to be released on the record. This obligation shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

Section 7. Other Conditions.

7.1 Prior to Closing, Seller has prepared a survey plan of the Premises and a legal description, both of which have been delivered to Buyer. At the Closing, Buyer shall reimburse Seller for the reasonable costs incurred by Seller in connection with the setting of such pins and preparing said survey.

7.2 Seller agrees to be responsible for the installation of a black, PVC-coated chain link fence, four foot (4') in height, along the new property boundary. Seller and Buyer will work cooperatively to coordinate such fence installation with other work that Buyer will be conducting on the Premises. Upon completion of the fence installation, Buyer shall reimburse Seller for the reasonable costs incurred by Seller in connection with the installation of such fence. The provisions of this Section shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

7.3 The parties acknowledge that the Premises are currently encumbered by an interceptor underground stormwater sewer owned by the City of Portland and by two drainage pipes out letting stormwater onto the Premises, which pipes are owned by Seller

but maintained by the City of Portland; one being a 12" corrugated metal pipe and the other a 36" concrete pipe. It is a condition of the parties' obligations under this Agreement that Buyer and the City of Portland agree upon the form of an easement for the currently existing interceptor underground stormwater sewer that crosses the Property. It is also a condition of this Agreement that Seller, Buyer and the City of Portland agree upon a mutually acceptable drainage plan that will be compatible with the highway drainage system, the City of Portland's current use, and with Buyer's proposed use of the Premises as a parking lot. Buyer agrees to pay all costs for sitework and other work associated with construction of its drainage system. This obligation shall survive the delivery and acceptance of the Deed and payment of the Purchase Price. The approved drainage plan shall include the obligation and right of the City of Portland to maintain its drainage systems, or so much thereof as is not discontinued as provided in the approved drainage plan, subject to mutually acceptable standards for conduct of work and disruption and restoration of the surface. If the parties are unable to agree upon a mutually acceptable drainage system plan and easements as outlined above by the Closing, unless extended or waived by both Seller and Buyer, then either party shall have the right to terminate this Agreement by giving notice of such termination to the other prior to Closing.

7.4 Seller shall include in the Governor's Deed restrictions (to run with the land) prohibiting buildings, structures and/or any commercial/advertising signs on the Premises, but to specifically allow paved parking and incidental structures and improvements ancillary to the use of the Premises as a parking lot, including lighting poles, stanchions and the like. Directional signs to businesses located on Buyer's adjacent property may be permitted in accordance with the City of Portland's zoning ordinances.

7.5 By acceptance of the Governor's Deed, Buyer agrees to plant and maintain a vegetation buffer on the Premises between Congress Street and the parking facility proposed to be constructed in a location approved by the Regional Manager for Maine Department of Transportation Region 1, which approval shall not be unreasonably withheld. It is a condition to Seller's obligations under this Agreement that such approval of the location of said buffer be obtained prior to Closing, unless waived by Seller. This obligation shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

7.6 Buyer shall have a period of forty-five (45) days beginning upon the Effective Date of this Agreement (the "Due Diligence Period") to obtain environmental assessments and to conduct tests and other due diligence to confirm that the Premises are suitable to satisfy the drainage and other requirements hereunder and for the contemplated use by Buyer. If Buyer, in its sole discretion, is not satisfied with any of the above referenced matters, then Buyer may elect, by giving written notice to Seller on or before the end of the Due Diligence Period, to terminate this Agreement.

7.7 If Buyer terminates this Agreement in accordance with the provisions of Sections 5.1, 7.3, 7.6 or 11, then all obligations of the parties hereunder shall cease and neither party shall have any claims against the other by reason of this Agreement, except for any provision that expressly survives the termination of this Agreement.

Section 8. Risk of Loss.

Until delivery of the Governor's Deed from Seller to Buyer, risk of loss or damage to the Premises shall be on Seller.

Section 9. Fees, Costs and Transfer Taxes.

9.1 At Closing, in addition to the Purchase Price and other reimbursements set forth herein, Buyer agrees to pay Seller the amount of Five Thousand U.S. Dollars (\$5,000.00) for HNTB's appraisal of the Property.

9.2 Buyer agrees to pay all Registry of Deeds recording fees.

9.3 Buyer shall pay its share of the Maine real estate transfer tax imposed by Title 36 M.R.S.A. Section 4641-C (1); Seller is exempt from said transfer tax.

Section 10. Closing.

The Governor's Deed shall be delivered and the Purchase Price and all other specified amounts shall be paid as provided herein, unless the parties otherwise agree beforehand in writing. The Closing shall be held at the offices of the Department of Transportation, Augusta, Maine, or such other place as shall be mutually agreed upon by the parties.

Section 11. Destruction, Damage or Condemnation.

If prior to Closing, there shall occur any material damage or destruction to the Premises by fire or other casualty and Seller shall not have substantially repaired or restored such damage or destruction prior to the Closing, Buyer shall have the option to terminate this Agreement. Upon termination pursuant to this section, neither Seller nor Buyer shall have any obligation or liability to or against the other hereunder.

Section 12. Default

In the event that either the Buyer or the Seller is unable to perform their respective obligations under this Agreement prior to Closing, then the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

15

Section 13. Disclosure of Brokers.

Each party represents and warrants to the other that there are no claims for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction. Each of the parties hereto will pay or discharge (a) any and all claims or liabilities for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction, and (b) any and all claims and liabilities for brokerage commissions or finders fees arising from or through persons or entities claiming by or through that party with respect to this transaction.

Section 14. Condition of the Premises.

Seller shall convey the Premises to Buyer "as is," and makes no representations or warranties with respect to the condition of the Premises.

Section 15. Instruments of Transfer, Payment of Purchase Price; Further Assurances.

15.1 At the Closing the Seller shall deliver, or cause to be delivered, to the Buyer:

(a) A quitclaim deed without covenant for the Premises (also referred to herein as a "Governor's Deed"); and

(b) Such other documents, instruments or certificates as the Buyer or its counsel shall reasonably request in order more fully to effectuate the terms thereof.

15.2 At the Closing the Buyer shall deliver, or cause to be delivered, to the Seller:

(a) The Purchase Price that is due at Closing, together with all other payments specified herein; and

(b) Such other documents, instruments or certificates as the Seller or its counsel shall reasonably request in order more fully to effectuate the terms hereof.

Section 16. Waiver.

No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

16

Section 17. Notices.

Any communications, requests, or notices required or appropriate to be given under this Agreement shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested with the United States Postal Service); or (b) sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party at the addresses set forth in Section 1. Either party may change the address at which its notices are to be received by notice given as set forth above.

Section 18. Public Announcements

The parties agree to coordinate the timing and content of any and every public announcement relating to this Purchase and Sale Agreement, which are made prior to or in connection with the Closing.

Section 19. Capacity.

Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, that each such party has obtained all necessary consents and approvals to lawfully perform its obligations under this Agreement and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which it is bound and, at the Closing, each party shall furnish to the other party and to Buyer's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

Section 20. Governing Law.

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

Section 21. Expenses.

Regardless of whether the transactions contemplated pursuant to this Agreement are consummated, each party hereto, unless this Agreement expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Agreement, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

57

Section 22. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Buyer shall have the right to assign this Agreement to any party affiliated with Buyer or with Kevin Mahaney.

Section 23. Entire Agreement and Survival.

All understandings and agreements heretofore had between the parties hereto are merged into this Agreement. The covenants, agreements and representations made by the parties and contained in this Agreement shall survive the Closing.


Section 24. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS

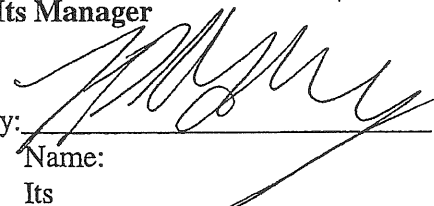
**SELLER:
STATE OF MAINE
DEPT. OF TRANSPORTATION**

By: 

David A. Cole
Its Commissioner

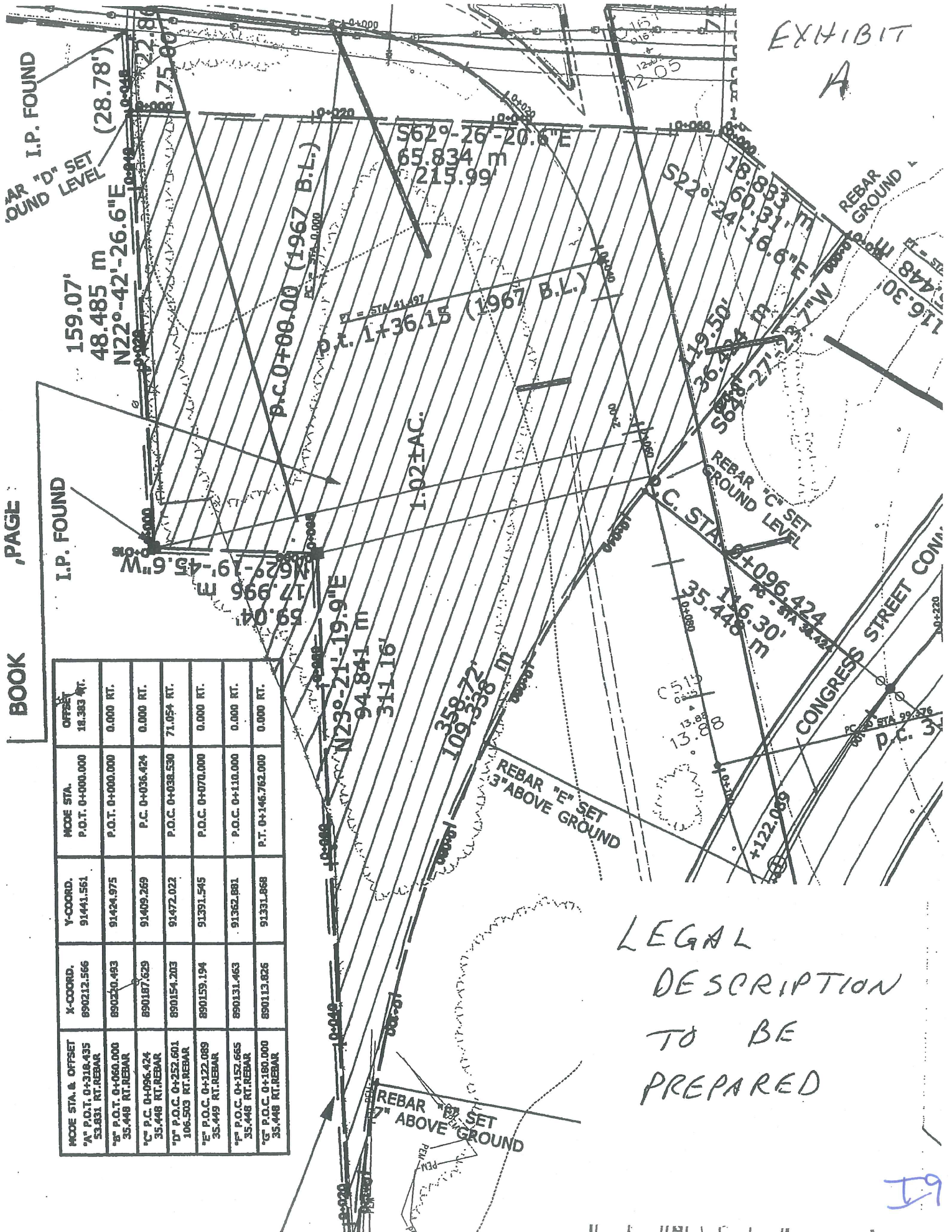
**BUYER:
OLYMPIA EQUITY INVESTORS XIII,
LLC, a Maine limited liability company**

By: **Erin Management Group, II,
Its Manager**

By: 

Name:
Its

EXHIBIT
A



MOE STA. & OFFSET	X-COORD.	Y-COORD.	MOE STA.	OFFSET
"A" P.O.T. 0+318.435 53.831 RT. REBAR	890212.566	91441.551	P.O.T. 0+000.000	18.383 RT.
"B" P.O.T. 0+060.000 35.448 RT. REBAR	890150.493	91424.975	P.O.T. 0+000.000	0.000 RT.
"C" P.O.C. 0+056.424 35.448 RT. REBAR	890187.629	91409.269	P.C. 0+036.424	0.000 RT.
"D" P.O.C. 0+252.601 106.503 RT. REBAR	890154.203	91472.022	P.O.C. 0+038.530	71.054 RT.
"E" P.O.C. 0+122.089 35.445 RT. REBAR	890159.194	91391.545	P.O.C. 0+070.000	0.000 RT.
"F" P.O.C. 0+152.665 35.448 RT. REBAR	890131.463	91362.881	P.O.C. 0+110.000	0.000 RT.
"G" P.O.C. 0+180.000 35.448 RT. REBAR	890113.826	91331.868	P.T. 0+146.762.000	0.000 RT.

LEGAL
DESCRIPTION
TO BE
PREPARED

19

December 21, 2004

Mr. Ethan Boxer-Macomber
City of Portland, Planning Department
389 Congress Street
Portland, ME 04101-3503

 **COPY**

RE: Scoping Meeting Request
Proposed Sewall Street Medical Office Building, Portland

Dear Ethan:

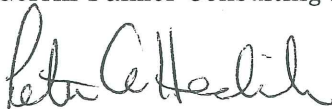
Gorrill-Palmer Consulting Engineers, Inc. has been retained to prepare a scoping meeting application for a proposed development in Portland. The site would consist of a 44,384 s.f. medical office building. This site currently contains a Double Tree Hotel and Norway Savings Bank. The project will be located behind the Double Tree Hotel on the south east corner of the intersection of Congress Street and Sewall Street. The project is forecast to generate 161 trip ends and 198 trip ends during the AM and PM peak hours, respectively. We have attached the following information in support of this application:

- Ten copies of sections 1-6
- Signed application form
- Notice of intent to file, notices sent and published
- Notification list

Please contact our office with any questions regarding this application. We look forward to meeting with you at the scoping meeting.

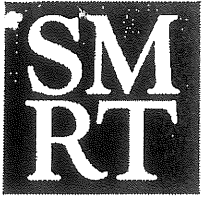
Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Peter A. Hedrich, P.E., PTOE
Vice President - Transportation

Copy: Mr. Tom Errico, Wilbur-Smith Associates
Mr. Randall Dunton, Maine Department of Transportation
Mr. Chris Osterrieder, DeLuca-Hoffman Associates, Inc.
Jim Brady, Olympia Equity Investors II, LLC



ARCHITECTURE
ENGINEERING
PLANNING

December 3, 2004

Mr. Ethan Boxer-Macomber
City of Portland Planning Dept.
4th Floor, City Hall
389 Congress St.
Portland, ME 04101-3503

A/E Project # 041062

Re: Sewall Street Medical Office Building

Dear Ethan;

Thank you for meeting with us this week to discuss the Sewall Street Medical Office Building project. We understand that to accomplish our parking goals for the site, some additional zoning work must be accomplished at the current Dept. of Transportation lot. We look forward to discussing this in greater detail at the workshop next week.

Please find the attached updated site plan for your review and distribution to the Board.

Sincerely,
SMRT, Inc.

A handwritten signature in black ink, appearing to read 'G. McDonough'.

George D. McDonough, ASLA
Landscape Architect

Encl.

cc: Tim Levine, Olympia Equity Investors
James Brady, Olympia Equity Investors
Pete Pelletier, Ledgewood Construction
Chris Osterrieder, Deluca Hoffman
File 22



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

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

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

December 3, 2004

Mr. George McDonough
SMRT
144 Fore Street
Portland, Maine 04101

**Subject: Sewall Street Proposed Office Building
Contract Zone C-19 Amendment
Portland, Maine**

Dear George:

As part of the Contract Zoning process, DeLuca-Hoffman Associates, Inc. has prepared supporting documentation which includes a conceptual site plan for the proposed Office Building located on the Sewall Street lot, as well as an overall parking arrangement for the existing Doubletree Hotel and Norway Savings Bank buildings.

Currently Gorrill-Palmer Consulting Engineers, Inc. are completing the Traffic Movement Permit application. DeLuca-Hoffman Associates, Inc. is finalizing the site plans for the project, which we anticipate submitting for Site Plan Review on December 15, 2004.

You will note that this particular parcel was extensively analyzed in 1997 for the then-proposed 70-room Candlewood Hotel. The previous analysis indicated that there is sufficient infrastructure (sewer, water, gas, power, etc.) to support that development. It is expected and will be demonstrated as part of the Site Plan Review process that there is also sufficient infrastructure to support the proposed office building.

The majority of the work on Sewall Street will involve redevelopment of existing impervious area. The proposed parking on the MDOT lot (adjacent to the Norway Savings building) will involve creation of new impervious area. All drainage will be directed to the existing ravine, which parallels the site in the north-to-south direction and discharges directly to the Fore River.

An existing water quality unit is currently located in the shared lot between the Doubletree Hotel and the Norway Savings Bank. Two additional 6-foot-diameter Downstream Defender water quality units will be installed, one in the proposed office building lot and one in the proposed MDOT lot. Currently, no stormwater detention is provided on site.

Given the proximity to the Fore River and location within the overall watershed, our office does not believe formal stormwater management is warranted. This will be addressed in further detail during the Site Plan Review process.

Mr. George McDonough
December 3, 2004
Page 2

Our office will be providing a more detailed application during the Site Plan Review process; however, this letter provides a general overview of the Site Plan. Please review this information and contact our office with any questions.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

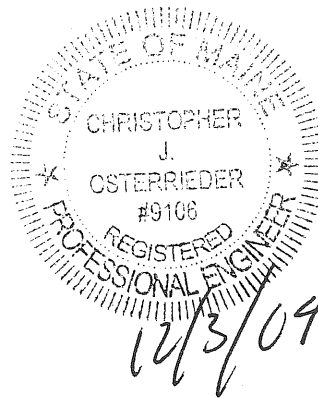


Christopher J. Osterrieder, P.E.
Senior Engineer

CJO/sq/JN2498/McDonough-12-3-04

c: Tim Brady, Olympia Equity
Tim Levine, Olympia Equity

Enclosure




**Traffic Permit Application
Request for Scoping Meeting
Proposed Medical Office
Portland, Maine**

Prepared for:

**DeLuca Hoffman Associates, Inc.
778 Main Street, Suite 8
South Portland, ME 04106**

December 2004

Prepared by:

 **Gorrill-Palmer Consulting Engineers, Inc.**

Traffic and Civil Engineering Services

*PO Box 1237
15 Shaker Road
Gray, ME 04039*

*(207) 657-6910
Fax : (207) 657-6912
E-mail: mailbox@gorrillpalmer.com*

Department of Transportation
Traffic Engineering Division
16 State House Station
Augusta, Maine 04333
Telephone: 207-287-3775

FOR MDOT USE 12/99
ID# _____

Total Fees: _____
Date Received: _____

**PERMIT APPLICATION - TRAFFIC
TRAFFIC MOVEMENT PERMIT, 23 M.R.S.A. §704-A**

Please type or print:

This application is for (check all that apply): Traffic 100-200 PCE's
Traffic 200 + PCE's

Name of Applicant: Olympia Equity Investors II ATTN: Jim Brady

Address: 50 Monument Square, 2nd Floor, Portland, ME 04101

Telephone: (207) 874-9990

Name of local contact or agent: Peter Hedrich, P.E. - Gorrill-Palmer Consulting Engineers, Inc.

Address: PO Box 1237 Gray, ME 04039 Telephone: (207) 657-6910

Name and type of development: Proposed 44,384 s.f. medical office

Location of development including road, street, or nearest route number: The site is bounded by
Sewall Street, Congress Street, I-295 Exit 5 Ramps, Double Tree Hotel

City/Town/Plantation: Portland County: Cumberland Tax Map #189, Block A, Lot #14 & 31

Do you want a consolidated review with DEP pursuant to 23 M.R.S.A. § 704-A (7)? Yes _____ No X

Was this development started prior to obtaining a traffic permit? No

Is the project located in an area designated as a growth area (as defined in M.R.S.A. title 30-A, chapter 187)?

Yes _____ No X

Is this project located within a compact area of an urban compact municipality? Yes X No _____

Is this development or any portion of the site currently subject to state or municipal enforcement action?

No

Existing DEP or MDOT permit number (if applicable): n/a *Thought there was one...*

Name(s) DOT staff person(s) contacted concerning this application: _____

Name(s) of DOT staff person(s) present at the scoping meeting for 200+ applicants: _____

This person responsible for preparing this application and/or attaching pertinent site and traffic information hereto, by signing below, certifies that the applicant for traffic approval is complete and accurate to the best of his/her knowledge.

Signature: Peter A. Hedrich

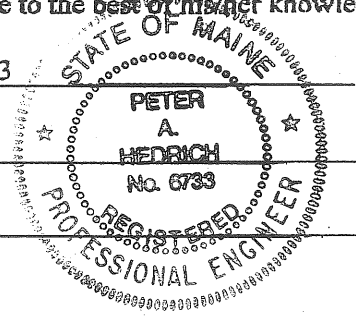
Re/Cert/Lic No.: 6733

Name (print): Peter A. Hedrich

Engineer: _____

Date: 12-9-04

Other: _____



If the signature below is not the applicant's signature, attach letter of agent authorization signed by applicant.

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

James H Brady
Signature of applicant

12-9-04
Date

NOTICE OF INTENT TO FILE

Please take notice that

**Olympia Equity Investors II
50 Monument Square, 2nd Floor
Portland, ME 04101**

is intending to file a Traffic Permit application with the Maine Department of Transportation pursuant to the provisions of 23 M.R.S.A. §704 – A on or about **December 22, 2004**
(anticipated filing date)

This application is for

A proposed 44,384 s.f. of medical office space. The project is forecast to generate 161 trip ends in the AM peak hour and 198 trip ends in the PM peak hour. The project is expected to be completed in 2006.

(Summary of project: specifying trip generation at peak hour for the proposed development and the year the project is proposed to be completed and occupied)

at the following location:

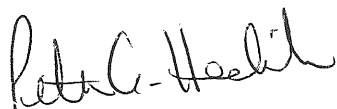
Behind the Double Tree Hotel on the south east corner of the intersection of Congress Street and Sewall Street, Tax Map 189, Block A, Lots 14 and 31.

(Project Location)

A request for a public hearing must be received by the Department, in writing no later than 20 days after the application is found by the department to be complete and is accepted for processing. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Transportation's office in Scarborough during normal working hours. A copy of the application may also be seen at the planning department offices in **Portland, Maine**.

Written public comments may be sent to the following address: Attention Ethan Boxer-Macomber, City of Portland, Planning Department, 389 Congress Street, Portland, ME 04101-3503.



PETER A. HEDRICH

Abutter List

50 Sewall Street – Medical Office

Lot #	Address	Owner	Owner Address
189 A014-001	1230 Congress Street	Olympia Equity Investors I LP	50 Monument Square, 2 nd Floor Portland, ME 04101
189 A013-001	1200 Congress Street	Olympia Equity Investors III LP	50 Monument Square, 2 nd Floor Portland, ME 04101
189 A012-001	1206 Congress Street	Joseph F. Dugas, Trustee	275 Mill Way Box 271 Barnstable Harbor, MA 02630
189 A011-001	1196 Congress Street	Joseph F. Dugas, Trustee	275 Mill Way Box 271 Barnstable Harbor, MA 02630
189 A010-001	1232 Congress Street	Olympia Equity Investors I LP	50 Monument Square, 2 nd Floor Portland, ME 04101
189 A009-001	48 Sewall Street	Sophy Arne & Sophoeun Y Im	48 Sewall Street Portland ME 04102
189 A008-001	44 Sewall Street	Mariam & Rehema Ayub	44 Sewall Street Portland, ME 04102
189 A007-001	40 Sewall Street	James Fowler	40 Sewall Street Portland, ME 04102
189 A006-001	32 Sewall Street	Richard B. Leonard	32 Sewall Street Portland, ME 04102
189 A005-001	28 Sewall Street	John P. Robinson	28 Sewall Street Portland, ME 04102
189 A004-001	24 Sewall Street	Stephen P. Hilton	19 Old Ironside Lane Scarborough, ME 04074
189 A003-001	18 Sewall Street	Stephen P. Hilton	18 Sewall Street Portland, ME 04102
189 A002-001	14 Sewall Street	Onex Co.	440 Forest Avenue Portland, ME 04101
189 A001-001	1236 Congress Street	R&F LLC	1236 Congress Street Portland, ME 04102
189 A031-001	1230 Congress Street	Olympia Equity Investors II LP	50 Monument Square, 2 nd Floor Portland, ME 04101
190 D003-001	33 Sewall Street	Fore River Realty Associates	33 Sewall Street Portland, ME 04102
190 D006-001	51 Sewall Street	Rheumatology Realty Associates	51 Sewall Street Portland, ME 04102
190 D006-002	51 Sewall Street	Stephen C.F. McDavitt	6 Bentrige Drive Falmouth, ME 04105
186 C001-001	1239 Congress Street	Kristin Hayward & Diana L. Ellis	1239 Congress Street Portland, ME 04102
186 C002-001	1235 Congress Street	Kimberly A. Washam	1235 Congress Street Portland, ME 04102
186 C003-001	1227 Congress Street	Anania's Inc.	1227 Congress Street Portland, ME 04102
186 D001-001	1217 Congress Street	Power Test Realty	1500 Hempstead Turnpike East Meadow, NY 11554

Project: Proposed Medical Office

TRAFFIC MOVEMENT SCOPING MEETING

Scoping Meeting 100-200 Trips 200 Trips
 New Modification

Date: _____

Attendance:

Scoping Meeting Location: _____

Name of Project: Proposed Medical Office

Address: 50 Sewall Street, Portland, ME

Applicant: DeLuca Hoffman Associates, Inc.

Address 778 Main Street, Suite 8, South Portland, ME 04106

Applicant's Traffic Engineer: Gorrill-Palmer Consulting – Peter Hedrich, P.E.

Address: 15 Shaker Road, P.O. Box 1237, Gray, ME 04039

MDOT Traffic Engineer Reviewing: _____

Abutters Notified Yes
Newspaper Ad Yes

SECTION 1. Site and Traffic Information

1A. Site Plan

Size of development parcel (acres) 1.69
Size of development to be left non vegetated (acres) 1.37

1B. Existing and Proposed Site Uses

Type of DEVELOPMENT 44,384 s.f. Medical Office

Square Footage of building by usage: 44,384 s.f. Medical Office

TRAFFIC MOVEMENT SCOPING MEETING

Project: Proposed Medical Office

Special units of usage: _____

1C. **Site and Vicinity Boundaries**

- Boundary or title survey signed and sealed professional land surveyor
- Vicinity map scale 1 inch equals no more than 1000 ft (1:10,000 metric)

1D. **Proposed uses in vicinity of proposed development.**

Uses that may increase traffic in vicinity: Apartment Complex on Frederic Street, Maine Medical Center Expansion, Relocation of Mercy Hospital, I-295 Connector to Commercial Street

1E. **Trip Generation**

Summary tables for each land use code.

ITE (LUC)	Total Daily	AM Peak	PM Peak	Saturday Peak
720 Medical/Dental Office	1,604	161	198	161
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Trip rates obtained from other Sources:

Number of locations where driveway counts taken _____

Dates and time periods when driveway counts taken _____

Location where driveway counts were taken _____

1F. **Trip Distribution:**

Stick diagram for each major intersection on either side of the development driveway(s).

Basis for using above listed percentages:

- ITE trip generation handbook
- Existing traffic patterns of adjacent street
- Gravity model
- Actual survey done and where _____
- Other explain _____

Comments: _____

Project: Proposed Medical Office

1G. Trip Assignment

Stick diagram for each major intersection on either side of the development driveway(s).

Percent primary trips 100%

Percent passer-by trips 0%

Percent Diverted trips 0%

Comments: _____

SECTION 2. Traffic Crashes (accidents)

MDOT crash records for study area year 2001-2003

Number of high crash locations 2

Collision diagrams _____

Mitigation provided for each high crash location _____

Other Traffic problems _____

SECTION 3. Development entrances and exits

3A. Entrance and exit locations

Distance to nearest intersecting road or town line (to the nearest hundredth of a mile.)

Number, width and surface of each proposed entrance/exit.

Lighting/Signage

Project: Proposed Medical Office

ACTUAL ↗

3B. Plan view of each intersection created.

Names of intersecting road: Congress Street, Sewall Street

Posted speed limit: Congress Street – 35 mph, Sewall Street – 25mph

Entrance/Exit Sight distance:	Left	Right
Congress Street opposite Massachusetts	530 ft	850 ft
Sewall Street	315 ft (to end)	690 ft

Usage and location of all driveways and roads located across from the development site:

Massachusetts Avenue, Bolton Street

3C. Entrance/exit design:

- Driveway spacing and corner clearance (Access Management – Improving the Efficiency of Maine Arterials.)
- Adequate sight distance for vehicles exiting development
- Entrance grade see fact sheet.
- Entrance/exit width less than 42 feet (912.8 meters)
- Separation islands (see fact sheet)
- Drainage study 50 year storm for culverts and to connect to MDOT system.
- Study to be submitted to Division Engineer. _____

SECTION 4. Title, right, or interest

- Title, right or interest in project site Title Policy
- Title, right or interest in entrance/exits _____
- Title, right or interest in drainage easements affecting MDOT _____

?? ✓ w/ PENNY

Project: Proposed Medical Office

SECTION 5. Public or Private rights of way

Location and width of proposed streets, easements, and other public or private rights of way _____

_____ No signs, structures, or pavement connected to the entrance.

SECTION 6. Schedule

Begin project in 2005, anticipate completion in 2006.

Project: Proposed Medical Office

_____ **FURTHER STUDY ITEMS** \$ 500.00 additional fee
SECTION 7 FULL TRAFFIC STUDY \$1,500.00 additional fee due
with Section 7 (and sections 1-6)

Build Out Year (Phase 1) _____

Build Out Year Full Occupancy _____

FS 1. Time Period(s) for Traffic Engineering Analysis.

- _____ a.m. Weekday Peak Hour of Adjacent Street
 - _____ Noontime Weekday Peak Hour of Adjacent Street
 - _____ p.m. Weekday Peak Hour of Adjacent Street

 - _____ noontime Saturday Peak Hour of Adjacent Street
 - _____ Other (explain) _____
-

FS 2 Background Annual Traffic Growth Rate:

- _____ Type of counts taken: _____ Peak Hour
_____ AADT
- _____ Base counts less than 2 years old? _____

FS 3. Study area to include the following intersections: _____

Additional intersection if one hour volumes from development are 25 vehicles in left turn only lane 35 vehicles in through, right turn lane, or combined through and right turn 35 vehicles (multiplying the left turn volume by 1.5), in a combined left turn and through lane, or a combined left turn, through and right turn lane
--

FS 4. Intersection Capacity Analysis:

- _____ Isolated
 - _____ Interconnected, intersection _____
-

Software package Isolated _____
Software package Interconnected _____

Project: Proposed Medical Office

FS 5. Analyze or evaluate the following:

- Left turn lane warrant
- Right Turn lane warrant
- Traffic signal warrant
- Sight distance evaluation
- Truck Climbing Lane
- Truck/RV Turning radii Evaluation
- Investigation of HCL (high crash location)

FS 6. Other Development Traffic to be included in Study:

FS 7. List Location and date of Completion of Other Projects and Traffic Engineer:

Section 1 Site and Traffic Information

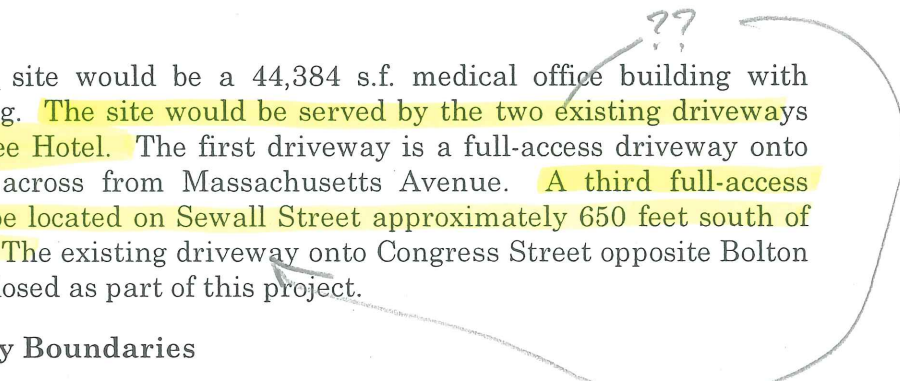
1.A. Site Description and Site Plan

The proposed site is located behind the Double Tree Hotel on Congress Street in Portland. The site is identified on Portland Tax Map 189, Block A, as Lots 14 and 31 and is approximately 4.81 acres in size. A site location map has been included in Attachment 1B.

1.B. Existing and Proposed Site Uses

The site is currently occupied by the Double Tree Hotel, which shares a driveway with Coastal Savings Bank and Mobil Gas Station. These uses will remain.

Proposed for the site would be a 44,384 s.f. medical office building with associated parking. The site would be served by the two existing driveways to the Double Tree Hotel. The first driveway is a full-access driveway onto Congress Street across from Massachusetts Avenue. A third full-access driveway would be located on Sewall Street approximately 650 feet south of Congress Street. The existing driveway onto Congress Street opposite Bolton Street would be closed as part of this project.



1.C. Site and Vicinity Boundaries

A site location map showing the development area is included in Attachment 1B. The site is bounded to the north by Congress Street, to the east by the I-295 Exit 5 Ramps, and to the west by Sewall Street and to the south by private residences.

1.D. Proposed uses in the Vicinity of the Proposed Development

Approved projects that are not yet opened as well as projects for which applications have been filed are required to be included in the predevelopment volumes for this project. Gorrill-Palmer Consulting Engineers, Inc. has contacted the City of Portland, to determine whether there are any other projects that have been approved or are ahead in the approval process whose traffic should be considered as background traffic in the study for this project. Based on this conversation, the following projects should be included as background growth in the study:

- *Apartment Complex*: 50-unit apartment complex on Frederic Street.
- *Maine Medical Center Expansion*
- *Relocation of Mercy Hospital*
- *I-295 Connector*: Connector Road from I-295 to Commercial Street near the Veterans Bridge.

1.E. Trip Generation

Gorrill-Palmer Consulting Engineers, Inc. utilized the Institute of Transportation Engineers (ITE) publication *Trip Generation*, 7th Edition to forecast the traffic associated with this project. Based on Land Use Code (LUC) 720 – Medical/Dental Office Building, the proposed site is forecast to generate the following trip ends:

AM Peak Hour of Generator:	161 trip ends
PM Peak Hour of Generator:	198 trip ends
AM Peak Hour of Adjacent Street:	110 trip ends
PM Peak Hour of Adjacent Street:	165 trip ends

For the purposes of permitting, Gorrill-Palmer Consulting Engineers, Inc. utilized the peak hours of the generator. For the purposes of trip assignment, the peak hours of the adjacent street traffic was utilized.

1.F. Trip Distribution

Gorrill-Palmer Consulting Engineers, Inc. has obtained the ratio of entering and exiting traffic from the Institute of Transportation Engineers publication *Trip Generation*, 7th Edition. The trip distribution is as follows:

AM Peak Hour of Adjacent Street:	80% Enter, 20% Exit
PM Peak Hour of Adjacent Street:	25% Enter, 75% Exit

1.G. Trip Composition and Assignment

Gorrill-Palmer Consulting Engineers, Inc. assumed 100% primary trips for the project.

Trip Composition for Proposed Site

AM Peak Hour			PM Peak Hour		
Entering	Exiting	Total	Entering	Exiting	Total
88	22	110	41	124	165

③ adds
w/ STATED
MARKET
DEMAND FOR
PARKING
SPACES.

The trip assignment percentages have been determined based on existing traffic patterns in the project area.

The resulting trip assignment is shown in Attachment 1C.

1.H. Attachments

Attachment 1A – Site Survey, Proposed Site Plan

Attachment 1B – Site Location Map

Attachment 1C –Trip Distribution and Trip Assignment

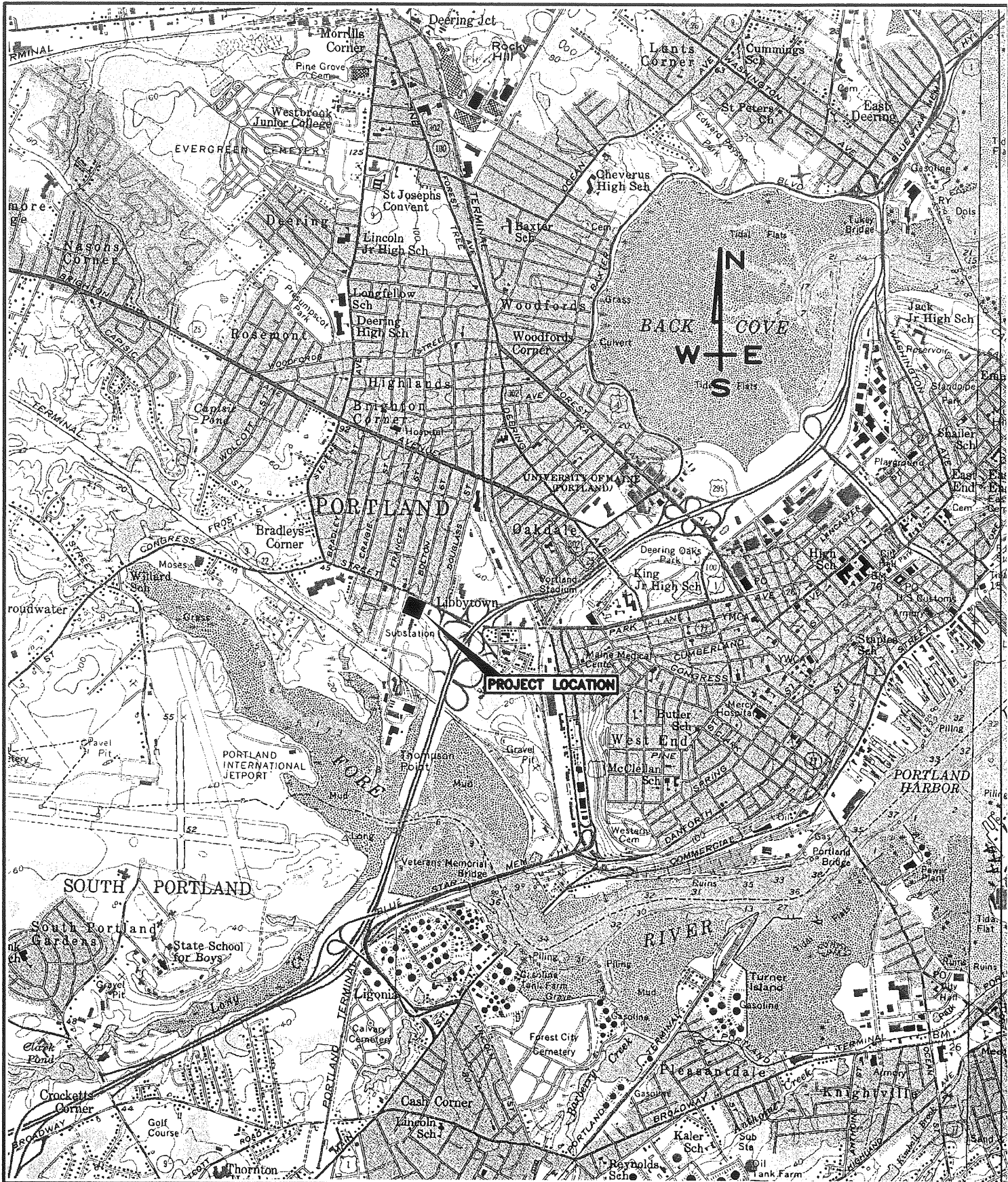
Attachment 1D—Trip Generation Calculations, ITE Data

Attachment 1A

Proposed Site Plan


Site Survey

Attachment 1B
Site Location Map



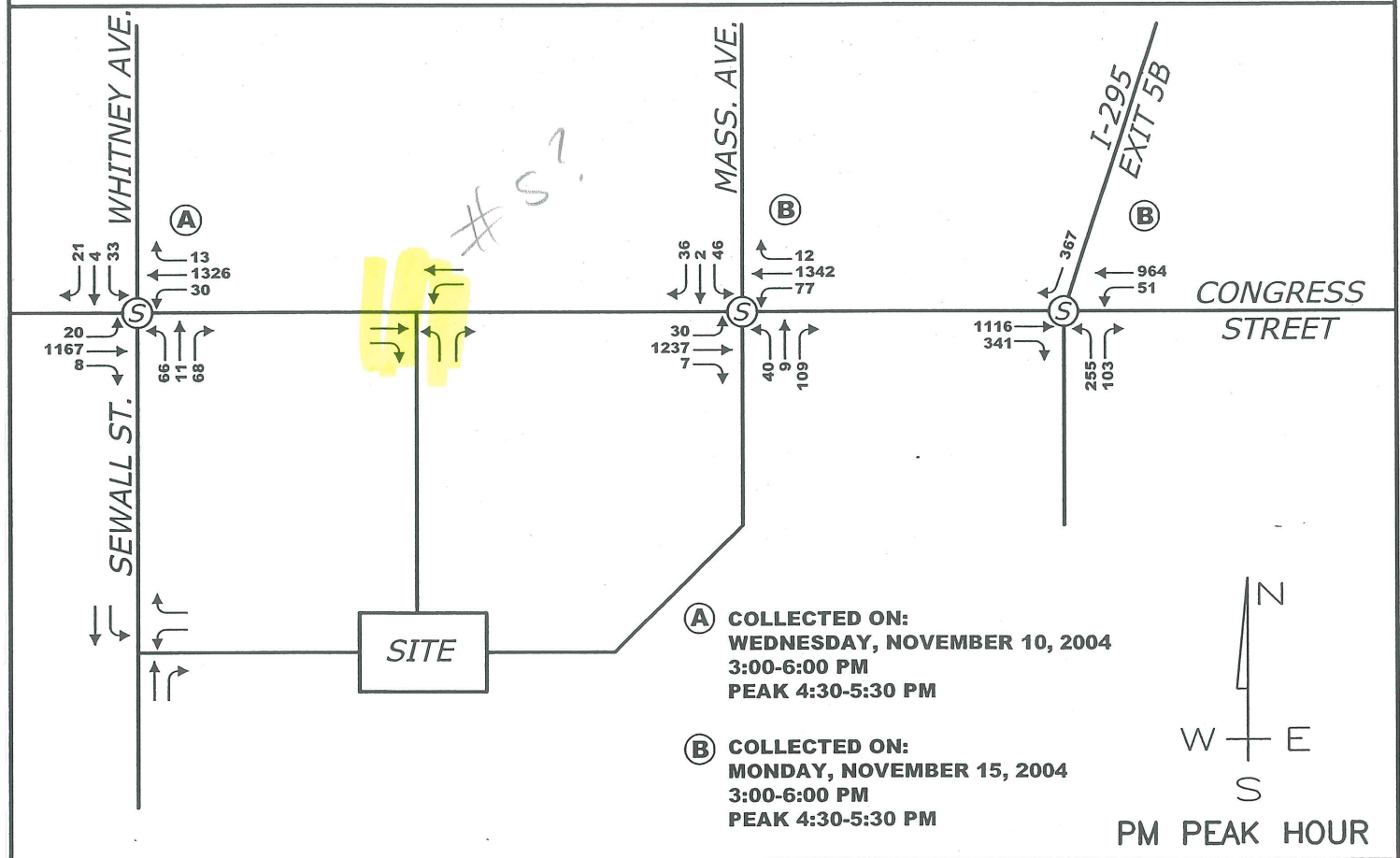
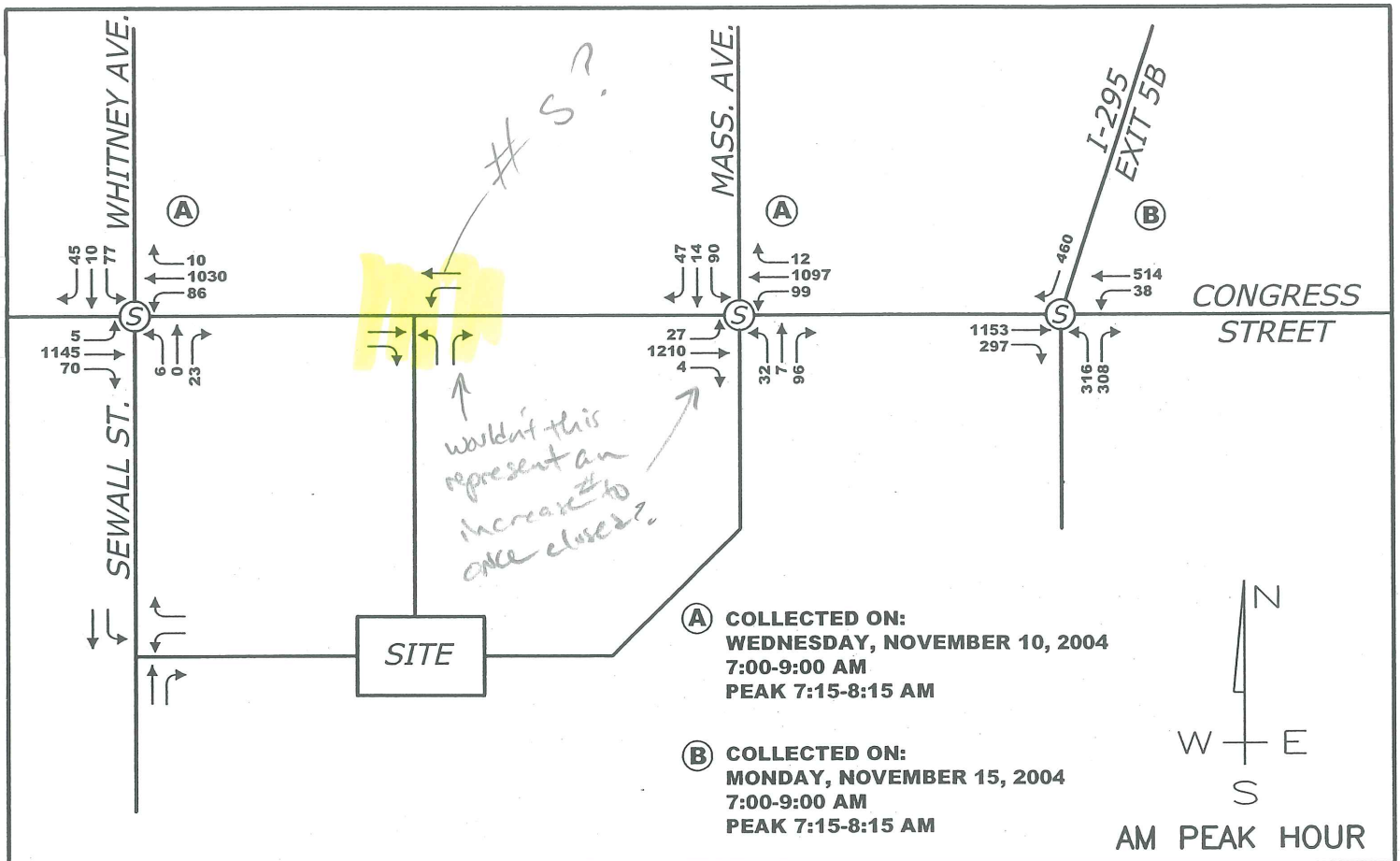
U.S.G.S. Location Map
 Medical Office Building - Portland, Maine
 U.S.G.S. Portland-West & Portland-East, Maine-7.5 Minute Series (Topographic)

Design: -	Date: NOV 2004
Draft: DB	Job No.: 1109
Checked: RLB	Scale: None
File Name: 1109-locmap.dwg	


Gorrill-Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services

PO Box 1237
 15 Shaker Road
 Gray, ME 04039
 207-657-6910
 FAX: 207-657-6912
 E-Mail: mailbox@gorrillpalmer.com

Attachment 1C
Turning Movement Diagrams



Design: RLB	Date: DEC 04
Draft: DB	Job No.: 1109
Checked: PAH	Scale: NONE
File Name: 1109-TRAF.dwg	

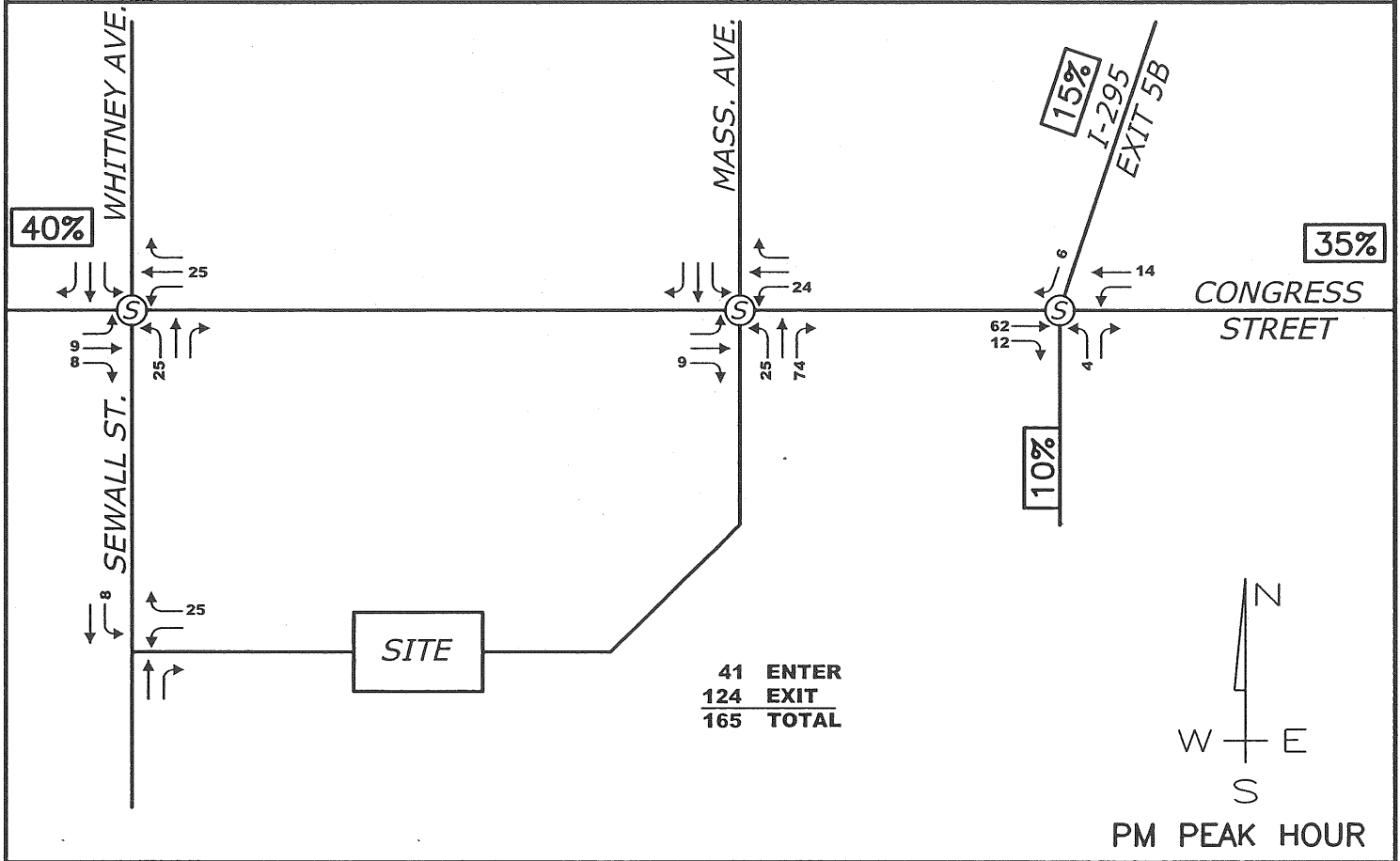
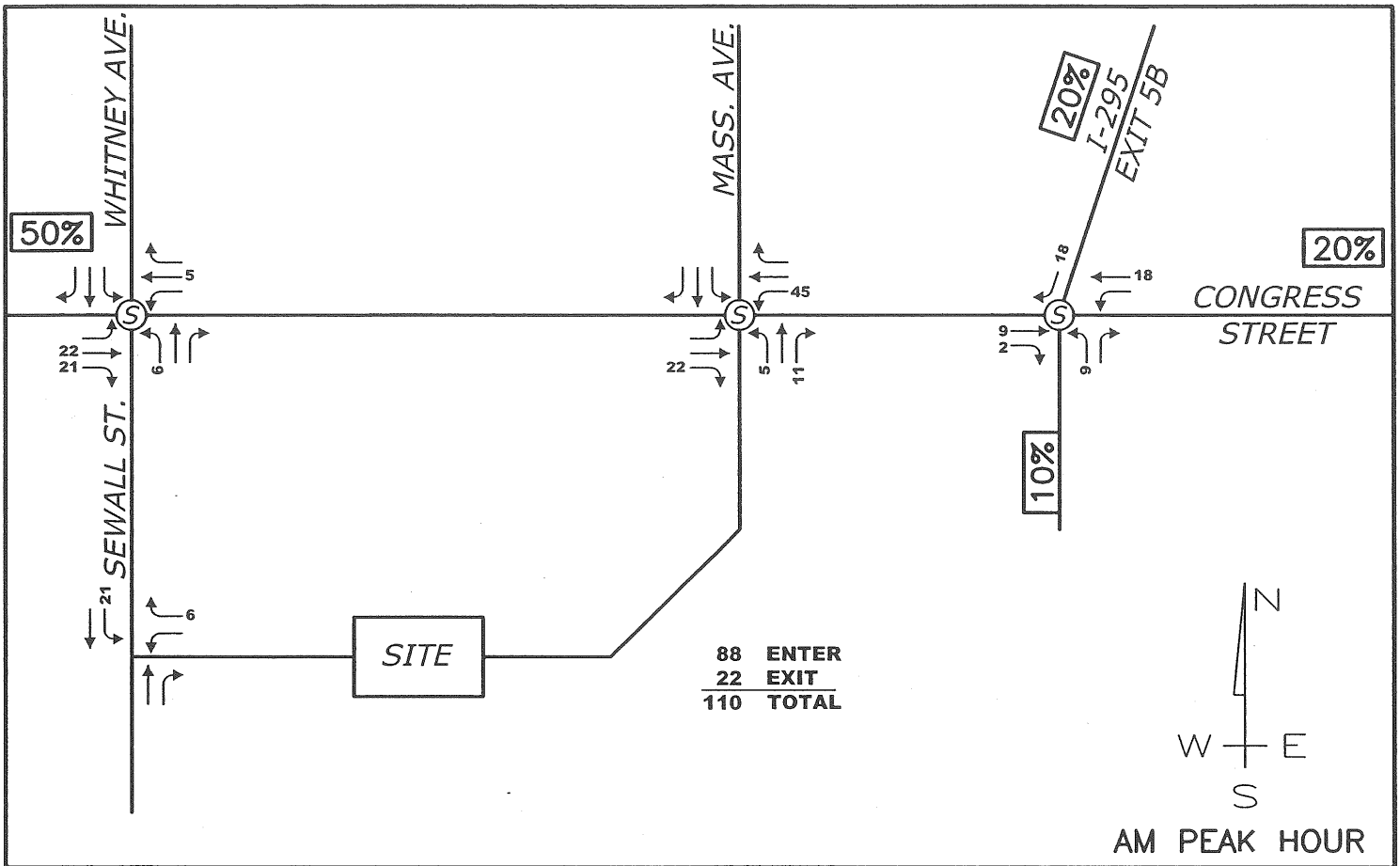
GP Gorrill-Palmer Consulting Engineers, Inc.
 Traffic and Civil Engineering Services

PO Box 1237 Phone: 207-657-6910
 15 Shaker Road Fax: 207-657-6912
 Gray, ME 04039 Email: mailbox@gorrillpalmer.com

Drawing Name: **Raw Data**

Project: **MEDICAL OFFICE BUILDING
 PORTLAND, MAINE**

Figure No.
2



Design: RLB	Date: DEC 04
Draft: DB	Job No.: 1109
Checked: PAH	Scale: NONE
File Name:	

GP Gorrill-Palmer Consulting Engineers, Inc.
 Traffic and Civil Engineering Services

PO Box 1237 Phone: 207-657-6910
 15 Shaker Road Fax: 207-657-6912
 Groy, ME 04039 Email: mailbox@gorrillpalmer.com

Drawing Name: **Trip Assignment**

Project: **MEDICAL OFFICE BUILDING
 PORTLAND, MAINE**

Figure No.
3

Attachment 1D
Trip Generation Calculations

JN: 1109
 Project Description: Medical Office Building
 Project Location: Congress Street, Portland
 Date: 9-Nov-04

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**Medical/Dental Office Building
 Land Use Code (LUC) 720**

Gross Floor Area (ft²): 44,384

Fitted Curve:

Time Period	ITE Trip Rate	Trip Ends	Directional Split*		Directional Distribution		Sample Size
			IN	OUT	IN	OUT	
Weekday	$T = 40.89 (X) - 214.97$	1600	50%	50%	800	800	10
AM Peak Adjacent Street	Not given	-	80%	20%	-	-	21
PM Peak Adjacent Street	$\ln(T) = 0.93 \ln(X) + 1.47$	148	25%	75%	37	111	41
AM Peak of Generator	$T = 3.49 (X) + 5.25$	160	65%	35%	104	56	16
PM Peak of Generator	$T = 4.43 (X) + 0.48$	197	40%	60%	79	118	21
Saturday	Not given	-	50%	50%	-	-	5
Saturday Peak of Generator	Not given	-	60%	40%	-	-	3

* Percentages rounded to nearest 5%

Average Rate:

Time Period	ITE Trip Rate	Trip Ends	Directional Split*		Directional Distribution		Sample Size
			IN	OUT	IN	OUT	
Weekday	$T = 36.13 (X)$	1604	50%	50%	802	802	10
AM Peak Adjacent Street	$T = 2.48 (X)$	110	80%	20%	88	22	21
PM Peak Adjacent Street	$T = 3.72 (X)$	165	25%	75%	41	124	41
AM Peak of Generator	$T = 3.62 (X)$	161	65%	35%	105	56	16
PM Peak of Generator	$T = 4.45 (X)$	198	40%	60%	79	119	21
Saturday	$T = 8.96 (X)$	398	50%	50%	199	199	5
Saturday Peak of Generator	$T = 3.63 (X)$	161	60%	40%	97	64	3

* Percentages rounded to nearest 5%

Section 2 Traffic Crashes

2.A. Crash Summary Data

Gorrill-Palmer Consulting Engineers, Inc. obtained the crash data from MDOT for the period of 2001-2003, the most recent period available.

In order to evaluate whether a location has a crash problem, MDOT uses two criteria to define High Crash Location (HCL). Both criteria must be met in order to be classified as an HCL.

1. A critical rate factor of 1.00 or more for a three-year period. (A Critical Rate Factor {CRF} compares the actual crash rate to the rate for similar intersection in the state. A CRF of less than 1.00 indicates a rate of less than average) and:
2. A minimum of 8 crashes over a three-year period.

The following table summarizes the crash data provided by MDOT:

MDOT Crash Data for 2001-2003: Intersections

Node	Intersection	# of Collisions	CRF	HCL?
9630	Congress Street at Ramp 'B'	0	0.00	No
9628	Congress Street at Ramp G1	27	3.42	Yes
9629	Congress Street at Ramp D1	6	0.50	No
9626	Congress Street at Ramp E1	3	0.33	No
3288	Congress Street at Douglas Street	4	0.33	No
3293	Congress Street at Massachusetts Avenue	8	0.67	No
3294	Congress Street at Bolton Street	5	0.42	No
3300	Congress Street at Sewall St/Whitney Ave	16	0.43	No

CLIPPER MARK.
↑
Part of CRASH ZONE?

MDOT Crash Data for 2001-2003: Road Segments

Nodes	Street	From	To	# of Collisions	CRF	HCL?
9630-9628	Congress St.	Ramp 'B'	Ramp G1	0	0.00	No
9628-9629	Congress St.	Ramp G1	Ramp D1	0	0.00	No
9629-9626	Congress St.	Ramp D1	Ramp E1	2	0.28	No
9626-3288	Congress St.	Ramp E1	Douglas St	2	0.90	No
3288-3293	Congress St.	Douglas St	Mass. Ave	9	1.42	Yes
3293-3294	Congress St.	Mass. Ave	Bolton St	2	0.27	No
3294-3300	Congress St.	Bolton St	Sewall/Whitney	4	0.54	No

Based on the published history, there are two high-crash locations within the vicinity of the site.

2.B. Attachments

Attachment 2A – MDOT Collision Data

Attachment 2A
Crash Data

MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY I

COUNTY LOW TOWN#	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY K	A	B	C	PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	CRITI RATE	CRF
05170	03314	CONGRESS ST	2	4	0.03	0	0	1	1	2	50.0	0.00311	428.72	485.01	0.00088	
	03313		2	0	0.06	0	0	0	0	0	0.0	0.00637	0.00	404.52	0.00	
	03313		2	2	0.04	0	0	1	1	0	100.0	0.00433	153.96	445.48	0.00035	
	03309		2	1	0.02	0	0	0	1	0	0.0	0.00218	152.91	531.78	0.00029	
	03309		2	1	0.03	0	0	0	1	0	100.0	0.00331	100.70	477.26	0.00021	
	03308		2	1	0.03	0	0	0	1	0	0.0	0.00332	100.40	476.88	0.00021	
	03308		2	0	0.02	0	0	0	0	0	0.0	0.00224	0.00	528.06	0.00	
	03301		2	0	0.04	0	0	0	0	0	0.0	0.00450	0.00	441.14	0.00	
	03301		2	0	0.01	0	0	0	0	0	0.0	0.00114	0.00	625.83	0.00	
	03300		2	2	0.04	0	0	0	0	2	0.0	0.00458	145.56	439.18	0.00033	
	03294		2	4	0.05	0	0	1	0	3	25.0	0.00596	223.71	411.19	0.00054	
	03293		2	2	0.05	0	0	1	0	1	50.0	0.00602	110.74	410.17	0.00027	
	03288		2	2	0.01	0	0	0	0	1	50.0	0.00487	616.02	432.42	1.42	
	09626		2	2	0.01	0	1	0	4	5	44.4	0.00120	555.56	618.16	0.00090	
	09629		2	2	0.05	0	0	0	1	1	50.0	0.00585	113.96	413.08	0.00028	
	09628		2	0	0.01	0	0	0	0	0	0.0	0.00102	0.00	642.47	0.00	
	09630		2	0	0.04	0	0	0	0	0	0.0	0.00432	0.00	445.74	0.00	
	09604		2	1	0.06	0	0	0	0	1	0.0	0.00685	48.66	397.43	0.00012	
				31	0.63	0	1	4	9	17	45.2	0.07117	145.19	252.94	0.00	
				163	0.63	0	3	21	34	105	35.6	0.07117	218.958	763.43	438.73	1.74

LINK SUBTOTALS-

GRAND TOTALS-

1
2

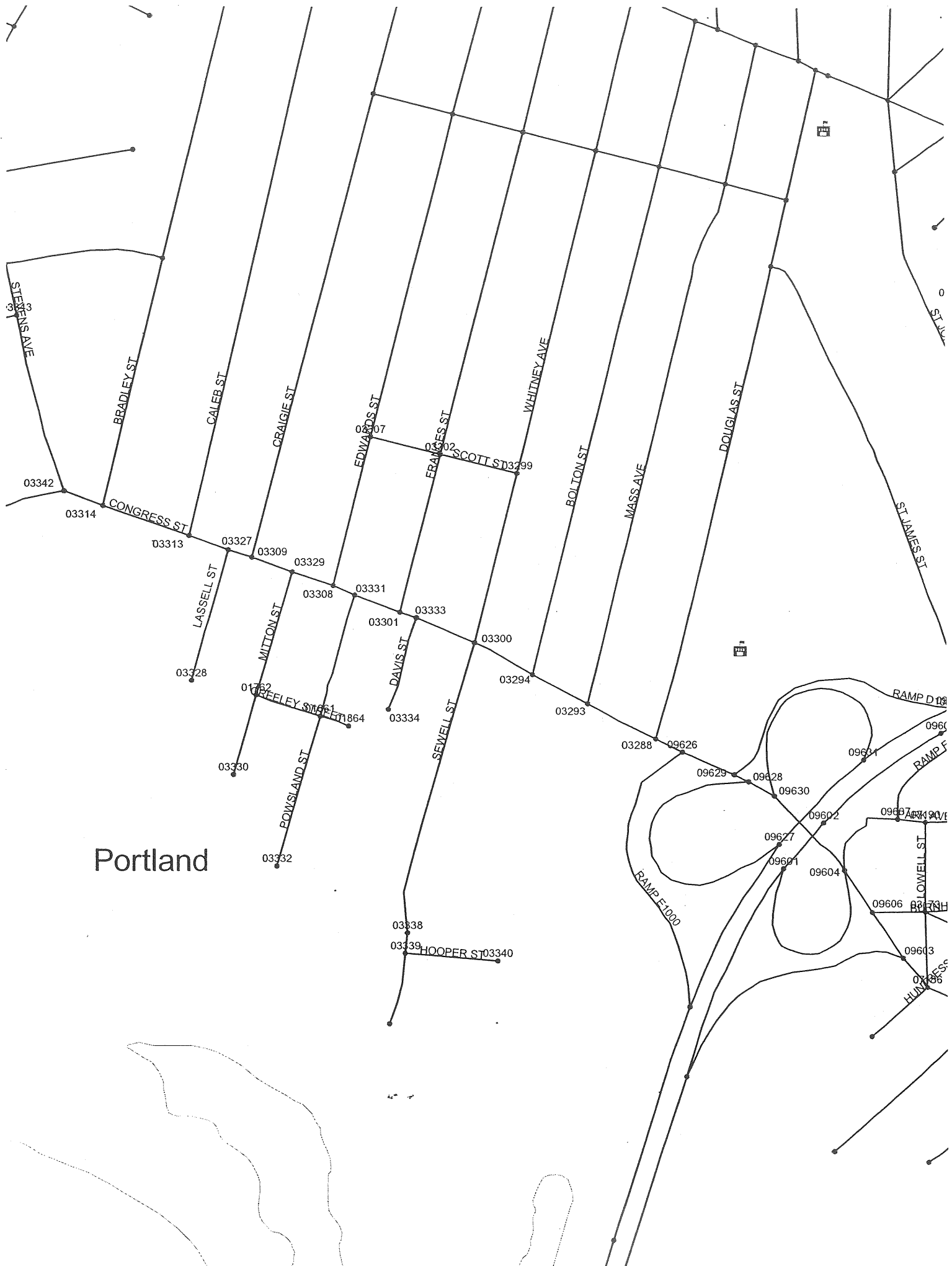
MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY I

COUNTY LOW TOWN#	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY K	INJURY A	INJURY B	INJURY C	INJURY PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	RATES NODE	CRITI RATE	CRF
05	03342	POR, CONGRESS ST, STEVENS	9	21		0	0	2	3	16	23.8	11,005	0.64	0.00	0.03	1.01	0.00
05	03314	POR, BRADLEY CONGRESS ST	2	9		0	0	2	1	6	33.3	10,633	0.28	0.00	0.82	0.34	0.00
05	03313	POR, CONGRESS, CALEB ST.	2	13		0	0	1	5	7	46.2	10,863	0.40	0.00	0.82	0.34	1.18
05	03327	POR, LASSELL, CONGRESS ST	2	3		0	0	0	1	2	33.3	10,877	0.09	0.00	0.29	0.34	0.00
05	03309	POR, CRAIGIE, CONGRESS ST	2	1		0	0	0	1	0	100.0	11,141	0.03	0.00	0.29	0.34	0.00
05	03329	POR, CONGRESS, MITTON ST.	2	3		0	0	1	1	1	66.7	11,076	0.09	0.00	0.29	0.34	0.00
05	P03308	POR, CONGRESS, EDWARDS ST	2	6		0	1	1	0	4	33.3	22,634	0.09	0.00	0.29	0.34	0.00
05	A03331	POR, CONGRESS, POWSLAND S	2	0		0	0	0	0	0	0.0	0.000	0.00	0.00	0.00	0.00	0.00
05	P03301	POR, FRANCES, CONGRESS ST	2	6		0	0	0	1	0	16.7	23,012	0.09	0.00	0.29	0.34	0.00
05	A03333	POR, CONGRESS, DAVIS ST.	2	0		0	0	0	0	0	0.0	0.000	0.00	0.00	0.00	0.00	0.00
05	03300	POR, CONGRESS, SEWELL, WHI	9	16		0	0	2	2	12	25.0	12,377	0.43	0.00	0.43	0.99	0.00
05	03294	POR, CONGRESS, BOLTON ST.	2	5		0	1	0	0	4	20.0	12,198	0.14	0.00	0.43	0.33	0.00
05	03293	POR, CONGRESS, ST, MASS AV	2	8		0	0	1	2	5	37.5	12,266	0.22	0.00	0.42	0.33	0.00
05	03288	POR, CONGRESS, DOUGLAS ST	2	4		0	0	0	1	3	25.0	12,259	0.11	0.00	0.33	0.33	0.00
05	09626	POR, CONGRESS, ST, RAMP E1	2	3		0	0	1	0	2	33.3	12,526	0.08	0.00	0.33	0.24	0.00
05	09629	POR, CONGRESS, ST, RAMP D1	2	6		0	0	0	2	4	33.3	11,657	0.17	0.00	0.33	0.34	0.00
05	09628	POR, CONGRESS, ST, RAMP G1	2	27		0	0	5	6	16	40.7	10,983	0.82	0.00	0.82	3.42	0.00
05	09630	POR, CONGRESS, ST, RAMP B'	2	0		0	0	0	0	0	0.0	11,630	0.00	0.00	0.34	0.00	0.00
05	09604	POR, CONGRESS, ST, PARK AV	2	1		0	0	0	0	1	0.0	11,821	0.03	0.00	0.33	0.00	0.00
NODE SUBTOTALS-				132		0	2	17	25	88	33.3	218,958	0.20	0.00	0.26	0.00	0.00

* - MEV IS ZERO FOR THIS NODE



Portland

Section 3 Development Entrances and Exits

3.A. Entrance and Exit Locations

Access to the site is planned via two separate private driveways as follows:

- Full movement to Congress Street opposite Massachusetts Avenue
- Full movement to Sewall Street 650 feet south of Congress Street

The existing driveway to Congress Street opposite Bolton Street will be closed as part of this project.

3.B. Plan View

Attachment 1A of Section 1, the proposed site plan, includes the following information:

- Names of intersecting roads
- Posted speed limits
- Sight lines at the driveways
- Location of the driveways in the vicinity of the development site.

Section 4
Title, Right or Interest

4.A. Evidence of Title, Right or Interest

Evidence of Title to the land is included in Attachment 4A

4.B. Attachments

Attachment 4A – Title Policy

Attachment 4A

Title Policy

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(10-17-92)

Policy No. 72107- 1074278

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued By:
Rudman & Winchell, LLC
84 Harlow Street, P.O. Box 1401
Bangor, Maine 04401
(207) 947-4501

CHICAGO TITLE INSURANCE COMPANY
By:

President

By:

Secretary



CHICAGO TITLE INSURANCE COMPANY

LENDER'S TITLE INSURANCE POLICY

SCHEDULE A

TYPE	AGENT FILE NO.	POLICY NUMBER	DATE OF POLICY	INSURANCE AMOUNT
OWNERS				
LOAN	42963/42002	72107-1074278	December 5, 2003 at 4:00 p.m.	\$500,000.00

GW# 35688 RE

1. Name of insured:

Maine Bank & Trust Company, its successors and/or assigns as their interests may appear.

2. The estate or interest referred to herein is at Date of Policy vested in:

Olympia Equity Investors II, LLC

Source of title: Deed from Olympia Equity Investors I, L.P. dated June 21, 1997 and recorded in Book 13212, Page 24 of the Cumberland County Registry of Deeds.

3. The estate or interest in the land described in this Schedule and which is encumbered by the insured Mortgage is:

Fee simple.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage from Olympia Equity Investors II, LLC to Maine Bank & Trust Company dated September 10, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18117, Page 1, in the original principal amount of [REDACTED]

5. The land referred to in this policy is located at: Lot 4, Sewall Street, Portland, Maine

AND IS DESCRIBED IN SCHEDULE A ATTACHED HERETO.

THIS POLICY IS VALID ONLY IF SCHEDULE B IS ATTACHED.

CHICAGO TITLE INSURANCE COMPANY

LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE A

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

Beginning at a point on the easterly sideline of Sewall Street at the southwesterly corner of the premises herein described, said point being distant 0.91 feet northwesterly of a state highway monument marking the northerly right of way of State Highway 295 as it is delineated on Maine State Highway Commission Right of Way Map dated May 1967, (S.H.C. File No. 3-185) Sheet Number 40 which is recorded in the Cumberland County Registry of Deeds in Plan Book 112, Page 42;

Thence N 15° 32' 40" E along the easterly sideline of Sewall Street, 140.00 feet to the northwesterly corner of Lot 4 depicted on the "Amended Subdivision Plan in Portland, Maine for CSR Associates" ("the Subdivision Plan") recorded February 12, 1997 in the Cumberland County Registry of Deeds in Plan Book 197, Page 32;

Thence S 70° 10' 10" E by and along the generally northerly line of said Lot 4, 174.94 feet to a point on said northerly line of Lot 4;

Thence continuing along the northerly line of Lot 4, S 72° 39' 30" E 395 feet to the easterly sideline of the premises conveyed by CSR Management, Inc., to Olympia Equity Investors I, L.P. by deed recorded in Book 12942, Page 267, and the northeasterly corner of Lot 4;

Thence S 23° 05' 30" W by and along the Interstate 295 right-of-way and the generally easterly sideline of said Lot 4, 120.00 feet to a point;

Thence S 73° 24' 00" W by and along said I-95 right-of-way 64.60 feet to a point;

Thence northwesterly by and along the southerly line of Lot 4 on a curve to the left, having a radius of 1472.07 feet, a distance of 502.74 feet to the point of beginning.

Being the same premises as Lot 4 depicted on the Subdivision Plan.

Also all rights and easements granted to Olympia Equity Investors II, LLC by Joseph F. Dugas, Trustee of the Merrimack Industrial Trust, Olympia Equity Investors I, L.P. and Olympia Equity Investors III, L.P. in a deed titled "Mutual Easement Deed" dated October 12, 1999 and recorded in Book 15198, Page 95 of the Cumberland County Registry of Deeds.

CHICAGO TITLE INSURANCE COMPANY LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

GENERAL EXCEPTIONS:

1. Rights of present tenants, lessees, or parties in possession.
2. Any liability for mechanics' or materialmen's liens.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which an accurate survey and inspection of the premises would disclose.
4. Real estate taxes (including liens not yet due or payable) as follows:
 - A. Taxes have been paid for the period ending December 31, 2003.

Inclusion of a specific survey exception under Special Exceptions of Schedule B does **NOT** eliminate General Exception (3) in the Owner's Policy.

General Exceptions numbered: 1 and 2 are hereby omitted from the Policy.

Affirmative insurance language under Special Exceptions of Schedule B does not apply to the Owner's Policy unless otherwise specified.

SPECIAL EXCEPTIONS: The mortgage, if any, referred to in Item 4 of Schedule A. (This exception does **NOT** apply to Loan Policies.)

SEE SCHEDULE B ATTACHED HERETO

COUNTERSIGNED

NOTE: The following endorsements appearing after Schedule B are an integral part of this Policy.


Authorized Signatory

None _____

CHICAGO TITLE INSURANCE COMPANY

LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE B CONTINUED

5. The exact acreage or square footage of the premises is not insured.
6. Title to and rights of the public and others in and to any portions of the insured premises lying within the bounds of adjacent streets, roads, and ways.
7. Title and rights of the public in and to those portions of the insured premises lying within the bounds of adjacent streets, ways, and roads.
8. State of Maine State Highway Commission Notice of Layout and Taking dated December 2, 1970, recorded in Book 3153, Page 761 of the Cumberland County Registry of Deeds.
9. Slope easement reserved by the Trustees of Merimack-Portland Trust in a deed to William E. Bailey and John E. Pearson as Trustees dated April 10, 1973, recorded in Book 3424, Page 82 of the Cumberland County Registry of Deeds.
10. Rights and easements granted to Portland Water District by CSR Associates by easement dated November 12, 1973, recorded in Book 3486, Page 243 of the Cumberland County Registry of Deeds.
11. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by CSR Management, Inc. by instrument dated September 26, 1975, recorded in Book 3770, Page 138 of the Cumberland County Registry of Deeds.
12. All matters shown on a plan entitled "Plan of Land on Congress and Sewall Street, Portland, Maine" dated July 22, 1999, revised August 8, 1999 made for Olympia Equity Investors I, L.P. and recorded in Plan Book 199, Page 486 of the Cumberland County Registry of Deeds.
13. All matters shown on a plan entitled "ALTA/ACSM Land Title Survey on Congress and Sewall Street, Portland, Maine" made for Olympia Equity Investors I, L.P. by Owen Haskell, Inc. dated January 24, 1997.
14. All matters shown on a subdivision plan entitled Amended Subdivision Plan in Portland, Maine for CSR Associates" recorded February 12, 1997, in Plan Book 197, Page 32 of the Cumberland County Registry of Deeds.
15. Public notice regarding easement rights in the former location of Greeley Street acknowledged June 29, 1991, recorded in Book 9689, Page 97 of the Cumberland County Registry of Deeds.

CHICAGO TITLE INSURANCE COMPANY

LENDER'S TITLE INSURANCE POLICY

Policy Number: _____
Owner's

Policy Number: 72107-1074278
Lender's

SCHEDULE B CONTINUED

16. Rights and easements of Olympia Equity Investors I, L.P. reserved in a deed to Olympia Equity Investors II, LLC dated June 21, 1997 and recorded in Book 13212, Page 24 of the Cumberland County Registry of Deeds.

17. Notice of vacation of unaccepted or proposed ways by Langdon Street Real Estate, dated November 10, 1997, recorded in Book 13459, Page 202 of the Cumberland County Registry of Deeds.

18. Rights and easements conveyed to Joseph Dugas, Trustee of the Merrimack Industrial Trust, Olympia Equity Investors I, L.P. and Olympia Equity Investors III, L.P. by virtue of a Mutual Easement Deed dated October 14, 1999 and recorded in Book 15198 Page 95 of the Cumberland County Registry of Deeds.

NOTE: Notwithstanding the amount of the obligations owed by Olympia Equity Investors II, LLC to the Insured as listed under the Insured Mortgage, by agreement with the Insured, coverage hereunder (as modified by the terms hereof and any endorsements hereto) is limited to \$500,000.00.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the Insured mortgage.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the Insured mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the Insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the Insured mortgage which at Date of Policy the Insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the Insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the Insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the Insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the Insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the Insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the Insured mortgage, or any part thereof, whether named as an Insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "Insured claimant": an Insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an Insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the Insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an Insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the Insured mortgage; (ii) a transferee of the estate or interest so acquired from an Insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the Insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor Insured; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the Insured mortgage.

(b) After Conveyance of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured only so long as the Insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of covenants of warranty made by the Insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the Insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) the Amount of Insurance stated in Schedule A;
- (ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to

provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person of the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A; and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights

sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligor.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street

Section 5
Public or Private Right-of-Way

5.A. Public or Private Rights-of-Way

Access to the proposed site will be from two private driveways. The first driveway will be on Congress Street opposite Massachusetts Avenue and will be shared with Double Tree Hotel, Coastal Savings Bank, and Mobil Oil Company. The second driveway will be on Sewall Street approximately 650 feet south of Congress Street and will be shared with the Double Tree Hotel. The existing driveway onto Congress Street opposite Bolton Street will be closed as part of this project.

There are no public or private rights of way associated with this project.

A site plan is included in Attachment 1A.

CORRECT
MOBIL'S
CURB CUTS/
ACCESS
ISSUES

Section 6 Schedule

6.A. Schedule

The Applicant proposes to begin the project in 2005, with completion anticipated in late 2006.

**GEOTECHNICAL ENGINEERING SERVICES
PROPOSED MEDICAL OFFICE BUILDING
SEWALL STREET
PORTLAND, MAINE**

04-0983

February 17, 2005

PREPARED FOR:

Olympia Equity Investors LLC
Attention: Tim Levine
50 Monument Square
Portland, Maine 04101

PREPARED BY:



TABLE OF CONTENTS

1.0 INTRODUCTION	1
1.1 Scope of Work.....	1
1.2 Proposed Construction.....	2
2.0 EXPLORATION AND TESTING	2
2.1 Exploration	2
2.2 Laboratory Testing	2
3.0 SUBSURFACE CONDITIONS	3
3.1 Site Conditions	3
3.2 Subsurface Conditions	3
3.3 Groundwater Conditions.....	4
3.4 Seismic and Frost Conditions.....	4
4.0 EVALUATION AND RECOMMENDATIONS	5
4.1 General Findings.....	5
4.2 Site and Subgrade Preparation	5
4.2.1 General.....	5
4.2.2 Building Area Subgrades	6
4.3 Excavation Work	6
4.4 Modified Mat Foundation Design.....	7
4.5 Estimate of Post-Construction Settlement.....	8
4.6 Foundation Drainage.....	8
4.7 Slab-on-Grade Floors.....	9
4.8 Entrance Slabs and Sidewalks.....	10
4.9 Pavements	10
4.10 Backfill and Compaction	12
4.11 Weather Considerations	13
4.12 Design Review and Construction Testing.....	13
5.0 CLOSURE	14

Attachment A

Sheet 1	Exploration Location Plan
Sheets 1A and 1B	Interpretive Subsurface Profiles
Sheets 2 through 24	Test Boring Logs
Sheet 25	Key to the Notes and Symbols
Sheets 26 through 29	Laboratory Consolidation Test Results
Sheet 30	Foundation Details

04-0983

February 17, 2005

Olympia Equity Investors II, LLC
Attention: Tim Levine
50 Monument Square
Portland, Maine 04101

Subject: Geotechnical Engineering Services
Proposed Medical Office Building
Sewall Street
Portland, Maine

In accordance with our Agreement Addendum No's. 1 and 2, dated October 25, 2004 and December 14, 2004, we have prepared a report with geotechnical recommendations for a proposed medical office building on Sewall Street in Portland, Maine. Preliminary recommendations were provided in a written report on October 20, 2004, in accordance with our September 25, 2004 Agreement. A draft copy of our geotechnical recommendations was provided on December 14, 2004. This report presents our findings and recommendations and incorporates verbal review comments from the design team. The contents of this report are subject to the limitations set forth in Attachment A.

1.0 INTRODUCTION

1.1 Scope of Work

Our work has included a review of previous explorations, coordination of supplemental explorations, laboratory testing, settlement analyses for several different evolving building options, and recommendations relative to foundation options. We have also attended team meetings during the design phase of the work.

1.2 Proposed Construction

At the time of our preliminary report and supplemental drilling in October, 2004, the building was planned to be 4 stories, about 180 by 66 feet in plan dimensions, located adjacent to the existing easterly slope. Currently, we understand the structure is to be situated at the southeasterly end of the site, with the easterly wall about 40 feet from the top of the existing slope. Based on recent revisions, we understand that the structure will be 4 stories and be about 150 by 72 feet in plan dimensions. We understand that finish floor elevation will be at about 31 feet (project datum). The structure is proposed to have steel framing with masonry walls.

Based on information provided by Becker Structural we understand that the building will have three bays across the short axis measuring 30 feet, 18 feet, and 24 feet. The long axis of the building will have five 30-foot wide bays. We understand that perimeter and interior column loads will be on the order of 197 Kips to 315 Kips, respectively, and perimeter wall loads will be on the order of 2.25 klf. We understand that floor dead and live loads will be on the order of 150 psf.

2.0 EXPLORATION AND TESTING

2.1 Exploration

In 1997, twelve test boring explorations (B-1 through B-12) were coordinated at the site by S. W. COLE ENGINEERING, INC. for a previously proposed project. On October 28, 2004 five supplemental test borings (B-201 through B-205) were conducted at the easterly end of the site in the area of the existing fill soils to help delineate the extent of the fill soils. Exploration locations are shown on the "Exploration Location Plan," attached as Sheet 1. Several subsurface interpretive profiles are included as Sheets 1A and 1B. The boring logs are attached as Sheets 2 through 24. A key to the notes and symbols used on the logs is attached as Sheet 25.

2.2 Laboratory Testing

Four, one-dimensional consolidation tests were performed during the 1997 investigation. The results of the consolidation testing are included as Sheets 26 through 29. The results of field shear vane, laboratory Atterberg Limit, and moisture content testing are shown on the logs.

3.0 SUBSURFACE CONDITIONS

3.1 Site Conditions

The site of the proposed structure is on the easterly side of Sewall Street and south of the existing Double Tree Hotel. The grass-surfaced lot is approximately 100 feet wide (parallel to Sewall Street) and about 560 feet long. Based on the information shown on Sheet 1, a majority of the site is relatively level, varying from about elevation 37 feet near Sewall Street down to elevation 27 feet near the easterly end. The existing grade drops more steeply (1V to 3.5H±) at the easterly end from about elevation 27 feet to the bottom of an existing ephemeral stream at about elevation 12 feet. This 15± foot high slope is currently vegetated with grass and shrubs. A small erosion feature was observed on the southerly side of the existing slope. The eroded gully was on the order of 2 to 3 feet deep at the time of our exploration work. This small gully appears to be naturally formed and caused by surficial water flow.

3.2 Subsurface Conditions

Below about 6 inches of topsoil, most explorations encountered 8 to 14 feet of stiff brown silty clay overlying soft to medium consistency gray silty clay. Seven of the explorations were advanced to a refusal surface (probable bedrock). Refusal depths varied from about 39 to 53 feet below the existing ground surface. Borings B-7 and B-8, conducted near the top of the slope on the easterly portion of the property, encountered clayey fill soils to depths of about 9 and 24 feet respectively. Borings B-9 and B-12, both conducted about 50 feet west of the top of slope, did not encounter the fill soils.

Boring B-201 conducted near the southeasterly top edge of the slope encountered about 2 feet of fill soil overlying 13 feet of stiff brown silty clay overlying gray silty clay. Boring B-202, conducted near the center of the top edge of the slope, encountered about 11 feet of miscellaneous fill overlying about 9 feet of brown silty clay overlying gray silty clay. Borings B-202 and B-204 were both conducted about 40 feet from the top edge of the slope along the easterly wall line of the proposed building. These borings encountered 4 to 5 feet of miscellaneous fill soils overlying about 1 foot of soft relic clayey topsoil, overlying hard brown silty clay. Boring B-205 did not encounter fill soils. The subsurface findings indicate that a deep gully, or low area may have previously existed in the easterly portion of the site. Based on the information obtained at the explorations, the easterly end of the site was filled with a tapered, uncontrolled fill. The fill soils included loose gravelly sand, concrete, brick, asphalt, trash, ash, and clay.

Medium sized bushes and deciduous trees exist within the area of the fill soils, which indicates that the fill soils have been in place for many years.

A line of older deciduous trees exists along the southerly edge of the existing slope that appears to approximately delineate the southerly edge of the fill soils. A small erosion gully has formed adjacent to this line of trees and visual observation suggests fill soils exist on the northerly sidewall of the erosion gully and native clay likely exists on the southerly sidewall. The fill soils were found to be about 9 to 24 feet deep at the boring locations near the top edge of the existing slope, with the deepest fills found at borings B-8 and B-202. The fill soils and soft relic topsoil (soils that must be removed) along the easterly edge of the building was found to be about 5 to 6 feet deep below existing ground surface elevations.

We have included five interpretive subsurface profiles with our report. The location of the subsurface cross-sections are shown on the "Exploration Location Plan," attached as Sheet 1. The interpretive subsurface profiles are attached as Sheets 1A and 1B.

3.3 Groundwater Conditions

In general, the native underlying brown silty clay soils appeared to be wet below about 2 feet from the ground surface at the time of drilling. The miscellaneous fills at the easterly end of the site were wet to saturated. The existing silty clay soils are poor draining and it should be anticipated that they regularly become wet to saturated seasonally. It should be anticipated that groundwater will fluctuate seasonally and in response to precipitation, and snow melt. Water was observed ponded at the ground surface in the central portion of the site during a site visit on November 30, 2004.

3.4 Seismic and Frost Conditions

According to the 2003 International Building Code, utilizing the results of field and laboratory testing, we interpret the subsurface conditions to correspond to a soil site class E. The design-freezing index for the Portland area is about 1,250-Fahrenheit degree-days, which corresponds to a frost penetration on the order of 4.5 feet.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General Findings

S. W. COLE ENGINEERING, INC. has participated in several design phase meetings to discuss geotechnical related issues including post-construction settlement as well as various foundation options. Based on conversations with the structural engineer, project owner and other members of the design team, we understand that a modified mat foundation placed on compacted crushed stone will likely be utilized. The underlying soils are suitable for support of a modified mat foundation, however; post-construction settlement on the order of 1-inch should be anticipated. We understand that the project structural engineer and project owner are aware of the potential for post-construction settlement and understand the risks associated with post-construction settlement.

The existing fill soil and soft relic topsoil underlying the easterly portion of the proposed structure is not suitable for foundation or slab support. Unsuitable soils underlying the proposed building footprint and extending outside the building footprint within a 1H:1V bearing splay beneath the perimeter footing edges underlying footings must be completely removed and replaced with compacted structural fill or crushed stone. Based on our recent discussions, we understand that the easterly side of the structure is currently proposed to be located about 40 feet from the top edge of the existing slope. The borings indicate the potential for 3 to 5 feet of fill in this area. We understand the loose miscellaneous fill in the easterly slope area, outside of the proposed building bearing-splay, is planned to remain in place. We understand that pavement may be placed on the easterly side of the building between the proposed building and the existing slope, overlying the existing loose fill soils. The existing fill will need to be densified prior to placing the pavement section. Some settlement and distress of the pavement overlying the deep existing fill soils should be expected over time.

4.2 Site and Subgrade Preparation

4.2.1 General

An erosion control system should be in place prior to construction activity at the site to help protect adjacent drainage ways and properties. Vegetation and existing pavement should remain in areas of inactive construction as long as practical to help reduce surface erosion. In particular, the vegetation on the existing slope should be protected from construction activities. The existing small erosion gully on the southerly side of the

slope should be repaired prior to construction activity. Construction activities may cause additional surficial flow to funnel into the gully and cause additional erosion if not addressed prior to construction activity at the site.

Pavement subgrade preparation recommendations are located in Section 4.9 of this report.

4.2.2 Building Area Subgrades

We recommend that excavation for perimeter footings continue to a depth of at least 4.5 feet below proposed exterior finish grade. We recommend excavations for slab areas continue to at least 12 inches below proposed bottom of slab elevation and excavations for the interior mat continue to at least 6 inches below proposed bottom of mat elevation. If fill soils or soft soils are present at subgrade elevation, the unsuitable soils must be removed to expose undisturbed hard native clay soils. A woven geotextile separation fabric, such as Mirafi 500X, should be placed over all exposed subgrades. Overexcavated fill soils under slab areas can be replaced with compacted Structural fill. Overexcavated fill soils under foundations should be replaced with compacted crushed stone. The geotextile fabric should wrap around and over the top of the crushed stone at the perimeter such that the fabric extends beneath the perimeter footing edges.

The interior mat foundation can be placed on 6 inches of wrapped crushed stone overlying hard, undisturbed, native clay. The perimeter strip foundation should be placed on at least 12 inches of wrapped crushed stone overlying hard, undisturbed, native clay. The slab-on-grade should be placed on at least 12 inches of compacted Structural fill overlying a geotextile separation fabric overlying hard, undisturbed, native clay.

4.3 Excavation Work

Below the topsoil and organics, excavation will encounter moist to saturated silty clay. The silty clay is very sensitive to strength loss when disturbed. All excavations should be made with a smooth edged bucket. Heavy equipment should not operate on exposed subgrades. We recommend that excavation equipment operate on existing soils at an elevation above subgrade elevation such that the subgrade soils are not disturbed by the equipment. If subgrade soils become soft or disturbed during construction, the disturbed soil should be removed and replaced with compacted structural fill (below slab areas) or compacted crushed stone (below foundation areas).

Once subgrade elevation is achieved, a woven geotextile fabric, such as Mirafi 500X, should be placed on the suitable subgrade prior to placing and compacting crushed stone or structural fill.

The silty clays are poor draining and will pond water if left exposed to precipitation. Based on the limited groundwater information available, it appears sumping and pumping dewatering techniques should be adequate to control water within foundation excavations during construction. Controlling the water levels to at least one foot below soil subgrade elevations will help stabilize the subgrade and provide a more suitable working surface during construction.

Excavations must be properly shored and/or sloped to prevent sloughing and caving of the sidewalls during construction. Temporary, unsupported soil excavations should be sloped back to 1V to 1½H or flatter. All excavations should be consistent with the OSHA trenching regulations.

4.4 Modified Mat Foundation Design

Mat foundations are generally designed as reinforced rigid structures to help distribute structural loads and reduce post-construction differential settlement between adjacent columns. We understand that the design team is considering a modified mat foundation for support of the proposed building. We understand that current plans are for interior columns to be placed on an isolated rigid mat foundation. We understand that perimeter columns will be supported on a separate rigid perimeter strip footing.

Based on the design-freezing index for Portland, Maine, we anticipate the potential for up to 4.5 feet of frost penetration for perimeter footings. Our recommendations include placement of 12 inches of compacted crushed stone with integrated perforated underdrains. Since drained compacted crushed stone is not considered susceptible to heaving, we recommend that perimeter footings be cast at a depth of at least 3.5 feet below proposed exterior finish grades overlying a minimum of 12 inches drained compacted crushed stone wrapped in a non-woven geotextile fabric. The interior mat foundation can be placed on 6 inches of compacted crushed stone wrapped in a geotextile fabric, such as Mirafi 500X, overlying undisturbed native clay subgrades. This layer of wrapped compacted crushed stone will help protect the subgrades from disturbance during construction of the mat foundation. In general, the internal mat foundation should be cast as shallow as possible to help reduce the potential post-

construction settlement. For foundations placed on properly prepared subgrades, we recommend the following geotechnical parameters for foundation design:

- Net Allowable Foundation Bearing Pressure = 0.75 ksf or less
- Design Frost Depth = 4.5 feet
- Base Friction Factor = $(\tan \delta) = 0.45$ (mass concrete to crushed stone)
- Total Unit Weight of Backfill (γ_t) = 130 pcf (compacted Structural Fill)
- Internal Friction Angle (ϕ) = 30 degrees (compacted Structural Fill)
- Seismic Soil Profile = Site Class E (according to 2003 IBC)

4.5 Estimate of Post-Construction Settlement

Based on the loading information you provided, we have used the following factored loads for our settlement analysis:

- Interior central columns = 230 to 285 Kips - Total Load
- Perimeter columns = 180 Kips
- Corner columns = 110 Kips
- Perimeter Wall Loads = 2.25 KLF
- Floor Surface Loads = 0.15 KSF
- A Finish Floor Elevation of 31 feet (project Datum)

Based on the findings at the explorations, laboratory testing, and the anticipated loading, we have estimated the total post construction settlements beneath the building. We recommend the following post-construction settlements to be considered for design considerations.

Location	Estimated Settlement
Beneath the easterly wall line of the building	$\frac{3}{4}$ to 1 inch
Beneath the central mat foundation	$\frac{3}{4}$ to 1 inch
Beneath the westerly wall line of the building	$\frac{1}{2}$ to $\frac{3}{4}$ inch
Other Areas	$\frac{1}{2}$ to 1 inch

4.6 Foundation Drainage

We recommend that an underdrain be provided within the crushed stone around the perimeter of the building. An underdrain should also be provided within the underlying

crushed stone around the perimeter of the central mat foundation. The central mat underdrain should connect to the perimeter underdrain system or have a separate outlet, as needed. Rigid, 4-inch diameter, perforated foundation drain pipe with perforations of $\frac{1}{4}$ to $\frac{1}{2}$ inch should be utilized. The drain pipes should be enveloped with at least 12-inches of crushed stone and the crushed stone should be wrapped with a non-woven geotextile filter fabric having an apparent opening size of at least 70. The foundation drains must have positive gravity outlets.

Exterior foundation backfill should be sealed with a surficial layer of clayey or loamy soil in areas that are not to be paved or occupied by entrance slabs. This is to reduce direct surface water infiltration into the backfill. Ideally, surface grades should be sloped away from the building to shed surface water. General underdrain details are shown on Sheet 30.

Roof drains should be provided with separate non-perforated drain lines such that roof drainage is not introduced into the foundation drainage system.

4.7 Slab-on-Grade Floors

Slab-on-grade floors in heated spaces may be designed using a subgrade reaction modulus of 200 pci provided the concrete slab is underlain by at least 12 inches of compacted Structural Fill overlying a woven geotextile fabric, such as Mirafi 500X, overlying undisturbed subgrade.

For slab-on-grade floors, we recommend that a 15-mil vapor barrier be placed directly below the floor slab concrete. The vapor barrier should have a permeance that is less than the floor covering being applied on the slab and should be installed according to the manufacturer's recommended methods including taping all joints and wall connections. Flooring suppliers should be consulted relative to acceptable vapor barrier systems for use with their products. The vapor barrier must have sufficient durability to withstand direct contact with the sub-slab fill and construction activity.

We recommend that control joints be installed within floor slabs to accommodate shrinkage in the concrete as it cures. In general, control joints are usually installed at 10 to 15 foot spacing; however, the actual spacing of control joints should be determined by the structural engineer. We recommend that slabs be wet-cured for a period of at least 7 days after casting as a measure to reduce the potential for curling of

the concrete and excessive drying/shrinkage. We further recommend that consideration be given to using a curing paper or curing compound after the wet-cure period to improve the quality of the completed floor.

4.8 Entrance Slabs and Sidewalks

Entrance slabs and sidewalks adjacent to the building should be designed to reduce the adverse effects of frost action between adjacent pavement, doorways, and entrances. We recommend that a frost control zone of structural fill be provided to a depth of at least 4.5 feet below the top of entrance slabs and/or sidewalks. The Structural Fill should extend horizontally outward from the building the full width and length of entrance slabs and then transition up to bottom of adjacent pavement or sidewalk sub-base at a 3H:1V or flatter slope. This is to help reduce differential movement due to frost. The lower layer of structural fill should be hydraulically connected to the perimeter foundation drainage system. Adjacent paved and grassed areas should be sloped to promote drainage away from the building periphery.

Alternatively, subgrade insulation could be utilized to help reduce the amount of overexcavation below the proposed entrance slab or sidewalks. For this option we recommend 2 inches of subgrade insulation be utilized. The entrance slab/sidewalk areas should be directly underlain by 12 inches of compacted structural fill overlying a 2-inch thickness of rigid, closed cell, expanded polystyrene insulation underlain by another 12 inches of structural fill placed on undisturbed native soils. The insulation should extend at least 3 feet horizontally beyond the edges of the entrance slab/sidewalk areas.

4.9 Pavements

We understand the easterly portion of the site may have new paved parking placed over the existing loose miscellaneous fills. Consequently, we recommend the subgrade soils in this area be densified with a static or vibratory roller depending on subgrade conditions encountered at the time of construction. Biaxial structural geogrid reinforcement with a minimum tensile strength of 250 lb/ft (such as Tensar Geogrid BX1100) should be placed over the densified subgrades prior to placing compacted subbase.

Soft, yielding areas should be overexcavated and backfilled with additional subbase or crushed stone. A geotextile fabric may be needed in overexcavated areas prior to placing the additional subbase material or crushed stone to facilitate compaction.

Considering the anticipated subgrade conditions and our experience with similar projects, we recommend the following standard duty (car parking), modified standard duty (easterly parking area overlying loose miscellaneous fill soils), and heavy duty (access/service drives) pavement sections.

RECOMMENDED PAVEMENT SECTIONS				
<u>Layer</u>	Standard Duty	Modified Standard Duty	Heavy Duty	Maine DOT Standard Specification
Asphalt Surface	1 ½"	1 ½"	1 ½"	9.5 mm Superpave or Grade C
Asphalt Binder	1 ½"	1 ½"	--	12.5 mm Superpave or Grade C
Asphalt Binder	--	--	2 ½"	19.0 mm Superpave or Grade B
Crushed Base	6"	6"	6"	703.06 Type 'A' Crushed Base Gravel
Granular Subbase	12"	12"	12"	703.06 Type 'D' Subbase Gravel
Biaxial Geogrid	NO	YES	NO	Tensar BX1100 (or equivalent)
NOTE: Modified standard duty section for parking areas overlying loose miscellaneous fills.				

The base and subbase materials should be compacted to at least 95 percent of their maximum dry densities as determined by ASTM D-1557. The asphalt courses should be compacted to between 92 to 97 percent of their theoretical maximum density as determined by ASTM D-2041.

Frost penetration could be on the order of 4.5 feet or more in this area of the state. In the absence of full depth excavation of frost susceptible soils below paved areas and subsequent replacement with non-frost susceptible compacted fill or use of subgrade insulation, some frost penetration into the subgrade will occur and some heaving and distress of pavement must be anticipated. Pavement surfaces should be graded to promote surface drainage away from the building.

We recommend that subgrades beneath paved areas be sloped to promote drainage to the periphery of paved areas. Pavement subbase should extend out to adjacent swale areas or perimeter underdrains should be provided to allow drainage of the subbase

material outside the paved area. If pavement underdrains are utilized, subgrades must slope towards the underdrains and the underdrains must be provided with at least 4.5 feet of cover to provide frost protection. In general, MDOT Type B underdrains could be placed along the periphery and centerline of the proposed parking area. Underdrains should be placed at depths of at least 4.5 feet from finish grade to provide frost protection.

Where new utilities are proposed beneath the new paved area, sidewalks and entrances, backfilling of the utility trenches should be made in a manner to minimize differential frost action. Utility pipes should be bedded and surrounded using materials consistent with the manufacturer's specifications. Above the utility bedding and/or underdrains, backfill in trenches should be material similar to that in the trench sidewalls to reduce the potential for differential frost action between the trench and the adjacent materials. The backfill material should be placed in horizontal lifts not exceeding 12 inches in thickness and should be compacted to a density similar to that of the material in the adjacent trench sidewalls.

4.10 Backfill and Compaction

The native soils are frost susceptible silty clay and are not suitable for reuse as backfill adjacent to structures. We recommend backfill material within 4.5 feet of exterior slabs exposed to freezing temperatures or within 12 inches of slabs in heated areas meet the gradation requirements for Structural fill. Structural fill should also be used as backfill against the inside and outside of perimeter frost walls. The gradation requirements of Structural fill are given below:

Structural Fill	
Sieve Size	Percent Finer by Weight
4 inch	100
3 inch	90 to 100
¼ inch	25 to 90
No. 40	0 to 30
No. 200	0 to 5

Structural fill should be compacted to 95 percent of its maximum dry density as determined by ASTM D-1557. Lift thickness should be such that desired density is achieved throughout the lift thickness with 3 to 5 passes of the compaction equipment.

Crushed Stone should be used under all footings. Crushed stone should be compacted to 100 percent of its dry rodded unit weight as determined by ASTM C-29. The gradation requirements for crushed stone are given below:

Crushed Stone	
Sieve Size	Percent Finer by Weight
3 inch	100
¾ inch	40-75
No. 4	25-50
No. 40	0-20
No. 200	0-8

We understand that grades in the easterly portion of the site may be raised 1 to 4 feet. Structural fill is recommended for use as fill to raise site grades beneath the slab areas. Crushed stone wrapped with geotextile fabric should be utilized below foundations.

4.11 Weather Considerations

If foundation construction takes place during cold weather, subgrades, foundations and floor slabs must be protected during freezing conditions. Concrete and pavement must not be placed on frozen soil and once placed, the soil beneath structures must be protected from freezing.

4.12 Design Review and Construction Testing

S. W. COLE ENGINEERING, INC. should be retained to review the final design and specifications to determine that our earthwork recommendations have been properly interpreted and implemented.

Because uncontrolled and miscellaneous fills were encountered at the explorations, it should be anticipated that unforeseen conditions and difficult subsurface conditions could exist. Decisions will need to be made relative to subgrade preparation and overexcavation of existing soils as construction is proceeding. The conditions

encountered and decisions made could affect the project schedule and construction cost. We recommend that S. W. COLE ENGINEERING, INC. be onsite during overexcavation and subgrade preparation to observe that our recommendations have been properly interpreted, and to make any changes in our recommendations on-site if needed.

A soils, asphalt, and concrete testing program should also be implemented during construction to observe compliance with the design concepts, plans and specifications. S. W. COLE ENGINEERING, INC. is available to provide field and laboratory testing services for soil, concrete, masonry, steel, fireproofing and asphalt construction materials.

5.0 CLOSURE

We request that S. W. COLE ENGINEERING, INC. be provided the opportunity to review the final design and specifications to determine that our earthwork recommendations have been properly interpreted and implemented.

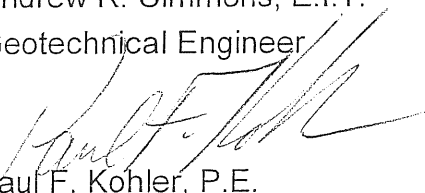
It has been a pleasure to be of assistance to you with this phase of your project. If you have any questions, please do not hesitate to contact us.

Sincerely,

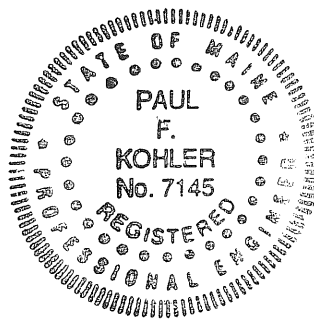
S. W. COLE ENGINEERING, INC.



Andrew R. Simmons, E.I.T.
Geotechnical Engineer



Paul F. Kohler, P.E.
Senior Geotechnical Engineer



CC: Pete Pelletier - Ledgewood Construction (3 copies)

PFK-ARS:ars/pfb

F:\Projects\2004\04-0983_XC_Olympia Equity Investors_Portland_Sewall St_Proposed Medical Office Build_PFK04-0983 Geo Report.doc

ATTACHMENT A

Limitations

This report has been prepared for the exclusive use of Olympia Equity Investors, LLC for specific application to the proposed medical office building on Sewall Street in Portland, Maine. S. W. COLE ENGINEERING, INC. has endeavored to conduct the work in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

The soil profiles described in the report are intended to convey general trends in subsurface conditions. The boundaries between strata are approximate and are based upon interpretation of exploration data and samples.

The analyses performed during this investigation and recommendations presented in this report are based in part upon the data obtained from subsurface explorations made at the site. Variations in subsurface conditions may occur between explorations and may not become evident until construction. If variations in subsurface conditions become evident after submission of this report, it will be necessary to evaluate their nature and to review the recommendations of this report.

Observations have been made during exploration work to assess site groundwater levels. Fluctuations in water levels will occur due to variations in rainfall, temperature, and other factors.

S. W. COLE ENGINEERING, INC.'s scope of work has not included the investigation, detection, or prevention of any Biological Pollutants at the project site or in any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Recommendations contained in this report are based substantially upon information provided by others regarding the proposed project. In the event that any changes are made in the design, nature, or location of the proposed project, S. W. COLE ENGINEERING, INC. should review such changes as they relate to analyses associated with this report. Recommendations contained in this report shall not be considered valid unless S. W. COLE ENGINEERING, INC reviews the changes.



BORING LOG

BORING NO.: B-1
 SHEET: 1 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/27/1997
 ELEVATION: 32.0'+/-
 SWC REP.: M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HW SIZE I.D. 4" HAMMER WT. 30" HAMMER FALL
 SAMPLER: TYPE SS SIZE I.D. 1 3/8" WEIGHT 140 LB FALL 30"
 CORE BARREL: TYPE NQ2

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 8.5'

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA		
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24				
H									6"+/-	TOPSOIL AND ORGANICS		
Y	S-1	24"	24"	2.0'	3	5	7	9	4.0'+/-	qp = 9+ ksf GRAY-BROWN SILTY CLAY WITH SOME FINE SAND ~ HARD ~		
D												
R												
A												
U									8.5'+/-	GRAY BROWN SILTY CLAY qp = 4-6 ksf ~ VERY STIFF TO STIFF ~		
L	S-2	24"	20"	7.0'	3	5	9	6				
I												
C												
P									8.5'+/-	GRAY SILTY CLAY ~ MEDIUM ~		
U	S-3	24"	24"	12.0'	1	1	2	2				
S												
H												
	1S	24"	24"	17.0'	HAND HYDRAULIC PUSH					qu = 1.6 ksf	W = 43.3%	qp = 1.5 ksf
	3.5"X7" VANE			17.8'						Sv = 0.55/0.03 ksf	WI = 45.4	
	3.5"X7" VANE			18.4'						Sv = 0.63/0.03 ksf	Wp = 22.4	
	S-4	24"	24"	22.0'	WOH	WOH	WOH	WOH				
	S-5	24"	24"	27.0'	WOR	WOR	WOH	WOH				
	3.5"X7" VANE			31.5'						Sv = 0.51/0.03 ksf		
	3.5"X7" VANE			32.2'					Sv = 0.59/0.03 ksf			
	2S	30"	30"	37.0'	WOM				qu = 1.3 ksf	W = 39.7%	qp = 1.0 ksf	
	3.5"X7" VANE			38.8'					Sv = 0.45/0.01 ksf	WI = 37.5		
										Wp = 18.1		

SAMPLES: SPLIT SPOON C=3" SHELBY TUBE U=3.5" SHELBY TUBE
 SOIL CLASSIFIED BY: DRILLER - VISUALLY SOIL TECH. - VISUALLY LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. 2

BORING NO.: B-1



BORING LOG

BORING NO.: B-1
 SHEET: 2 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/27/1997
 ELEVATION: 32.0'+/-
 SWC REP.: M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HW SIZE I.D. 4" HAMMER WT. 30" HAMMER FALL
 SAMPLER: SS 1 3/8" 140 LB 30"
 CORE BARREL: NQ2

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 8.5 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA	
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24			
				41'-48.6'					41'+/-	ASSUMED GRAY SILTY CLAY	
	ROD PROBE										
									45'+/-	POSSIBLE GRAY SILTY CLAY AND SAND	
									48.6'	PROBABLE BEDROCK (ROLLER BIT)	
	ROLLER BIT			48.8'-51'							
									51.0'	BEDROCK QUARTZITE RQD = 17%	
	ROCK CORE			51'-55'							
									55.0'	BOTTOM OF EXPLORATION AT 55.0'	
	1R	4.0'	41"	55.0'							

SAMPLES:	SOIL CLASSIFIED BY:	REMARKS:
<input type="checkbox"/> SPLIT SPOON <input type="checkbox"/> C=3" SHELBY TUBE <input type="checkbox"/> U=3.5" SHELBY TUBE	<input type="checkbox"/> DRILLER - VISUALLY <input checked="" type="checkbox"/> SOIL TECH. - VISUALLY <input checked="" type="checkbox"/> LABORATORY TEST	STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
		<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center;">3</div>
		BORING NO.: <u>B-1</u>



BORING LOG

BORING NO.:	B-2
SHEET:	1 OF 1
PROJECT NO.:	04-0983 S
DATE START:	8/27/1997
DATE FINISH:	8/27/1997
ELEVATION:	34.5'+/-
SWC REP.:	M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER : Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS 1 3/8"
 CORE BARREL:

WATER LEVEL INFORMATION
 NO FREE WATER OBSERVED

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	S-1	24"	20"	2.0'	4	4	5	6	6"+/-	TOPSOIL AND ORGANICS
										GRAY-BROWN SILTY CLAY
										- VERY STIFF -
	S-2	24"	18"	7.0'	4	4	4	4	7.0'	BOTTOM OF EXPLORATION AT 7.0'

SAMPLES: SPLIT SPOON C=3" SHELBY TUBE U=3.5" SHELBY TUBE

SOIL CLASSIFIED BY: DRILLER - VISUALLY SOIL TECH. - VISUALLY LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

4

BORING NO.: B-2



BORING LOG

BORING NO.: B-3
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/27/1997
 ELEVATION: 35.5'+/-
 SWC REP.: M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS
 CORE BARREL:

WATER LEVEL INFORMATION
NO FREE WATER OBSERVED

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
									6" +/-	TOPSOIL AND ORGANICS
	S-1	24"	18"	2.0'	3	5	8	11		W = 23.6%
										GRAY-BROWN SILTY CLAY ~ HARD TO VERY STIFF ~
	S-2	24"	15"	7.0'	5	6	8	10	7.0'	W = 24.8% qp = 6-8 ksf
										BOTTOM OF EXPLORATION AT 7.0'

SAMPLES: <input type="checkbox"/> SPLIT SPOON <input type="checkbox"/> C=3" SHELBY TUBE <input type="checkbox"/> U=3.5" SHELBY TUBE	SOIL CLASSIFIED BY: <input type="checkbox"/> DRILLER - VISUALLY <input checked="" type="checkbox"/> SOIL TECH. - VISUALLY <input type="checkbox"/> LABORATORY TEST	REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.	5
--	---	---	---

BORING NO.: B-3



BORING LOG

BORING NO.: B-4
SHEET: 1 OF 1
PROJECT NO.: 04-0983 S
DATE START: 8/27/1997
DATE FINISH: 8/27/1997
ELEVATION: 33.5'+/-
SWC REP. M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
LOCATION: Sewall St. Portland, Maine
DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
SAMPLER: SS SIZE I.D. 1 3/8"
CORE BARREL:

WATER LEVEL INFORMATION
NO FREE WATER OBSERVED

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
									6"+/-	TOPSOIL AND ORGANICS
	S-1	24"	18"	2.0'	2	4	16	18	3'+/-	BROWN SANDY SILT WITH SOME GRAVEL (FILL) - MEDIUM DENSE TO DENSE -
	S-2	24"	24"	7.0'	5	6	7	8	7.0'	GRAY-BROWN SILTY CLAY - VERY STIFF - qp = 4.5 ksf
										BOTTOM OF EXPLORATION AT 7.0'

SAMPLES: SPLIT SPOON C=3" SHELBY TUBE U=3.5" SHELBY TUBE

SOIL CLASSIFIED BY: DRILLER - VISUALLY SOIL TECH. - VISUALLY LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

6

BORING NO.: B-4



BORING LOG

BORING NO.: B-5
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/27/1997
 ELEVATION: 32.0'+/-
 SWC REP.: M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS
 CORE BARREL: _____

WATER LEVEL INFORMATION
 NO FREE WATER OBSERVED

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
									6"+/-	TOPSOIL AND ORGANICS
	S-1	24"	14"	2.0'	5	4	5	5	4'+/-	W = 5.1% BROWN SAND WITH SOME SILT AND GRAVEL (FILL) - MEDIUM DENSE -
	S-2	24"	18"	7.0'	4	5	4	5	7.0'	GRAY-BROWN SILTY CLAY - STIFF - W = 35.8% qp = 2 ksf
										BOTTOM OF EXPLORATION AT 7.0'

SAMPLES: LIT SPOON 3" SHELBY TUBE 3.5" SHELBY TUBE

SOIL CLASSIFIED BY: DRILLER - VISUALLY SOIL TECH. - VISUALLY LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(7)

BORING NO.: B-5



BORING LOG

BORING NO.: B-6
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/27/1997
 ELEVATION: 30.5'+/-
 SWC REP.: M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS
 CORE BARREL:

WATER LEVEL INFORMATION
NO FREE WATER OBSERVED

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
									6"+/-	TOPSOIL AND ORGANICS
	S-1	24"	20"	2.0'	3	5	8	15	4'+/-	BROWN SAND WITH SOME GRAVEL AND SILT (FILL) ~ MEDIUM DENSE ~
										GRAY-BROWN SILTY CLAY ~ VERY STIFF ~
	S-2	24"	22"	7.0'	5	7	7	7	7.0'	qp = 4.5 ksf
										BOTTOM OF EXPLORATION AT 7.0'

SAMPLES: D=3" LIT SPOON C=3" SHELBY TUBE U=3.5" SHELBY TUBE	SOIL CLASSIFIED BY: <input type="checkbox"/> DRILLER - VISUALLY <input checked="" type="checkbox"/> SOIL TECH. - VISUALLY <input type="checkbox"/> LABORATORY TEST	REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.	8	BORING NO.: <u>B-6</u>
--	---	---	---	------------------------



BORING LOG

BORING NO.: B-7
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/27/1997
 ELEVATION: 28.0'+/-
 SWC REP.: M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS SIZE I.D. 1 3/8" HAMMER WT. 140 LB HAMMER FALL 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
NO FREE WATER OBSERVED

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	S-1	24"	12"	2.0'	2	6	6	7	6"+/-	TOPSOIL WITH ORGANICS
										BROWN SAND WITH SOME GRAVEL AND SILT (FILL)
	S-2	24"	4"	7.0'	3	3	3	2	9"+/-	
	S-3	24"	20"	12.0'	2	5	8	8		BROWN SILTY CLAY ~ HARD BECOMING VERY STIFF ~ qp = 7-9 ksf
	S-4	24"	24"	17.0'	4	7	8	9	17.0'	qp = 5.5-8.5 ksf
										BOTTOM OF EXPLORATION AT 17.0'

SAMPLES: _____ SOIL CLASSIFIED BY: _____ REMARKS: _____

LIT SPOON
 3" SHELBY TUBE
 3.5" SHELBY TUBE

DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

9

BORING NO.: B-7



BORING LOG

BORING NO.: B-8
 SHEET: 1 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 27.0'+/-
 SWC REP.: M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HW SIZE I.D. 4" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS
 CORE BARREL: NQ2

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 24 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA	
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24			
H									6"+/-	TOPSOIL AND ORGANICS	
Y	S-1	24"	24"	2.0'	7	6	8	12	4'+/-	BROWN SILT WITH SOME FINE SAND (FILL)	
D											
R									24'+/-	~ LOOSE TO MEDIUM DENSE ~	
A											BROWN SILTY SAND WITH SOME GRAVEL (FILL)
U											W = 12.3%
L	S-2	24"	12"	7.0'	4	3	3	2			
I											
C											
P											
U	S-3	24"	20"	12.0'	2	2	2	3			GRAY CLAYEY SILTY SAND WITH SHELLS (FILL)
S											
H											
	S-4	24"	24"	17.0'	3	4	3	3		W = 25.9%	
										BROWN MEDIUM SAND WITH SOME SILT (FILL)	
	S-5	24"	18"	22.0'	9	10	13	13		BROWNISH-GRAY CLAYEY SANDY SILT WITH TRACE OF BRICK (FILL)	
										qp = 9+ ksf	
	S-6	24"	24"	27.0'	WOH	WOH	1	2		GRAY SILTY CLAY	
										W = 41.2% qp = 0.5 ksf	
	S-7	24"	24"	32.0'	WOH	WOH	WOH	WOH		qp < 0.5 ksf	
	1S	24"	24"	37.0'	WOM	WOM	WOM	WOM		qu = 1.2 ksf	
										W = 39.1%	
	3.5"X7" VANE			37.8'						WI = 33.1	
	3.5"X7" VANE			38.2'						Wp = 17.7	
									39.0'	Sv + 0.45/0.01 ksf	
										BEDROCK	

SAMPLES: SPLIT SPOON DRILLER - VISUALLY
 C=3" SHELBY TUBE SOIL TECH. - VISUALLY
 U=3.5" SHELBY TUBE LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(10)

BORING NO.: B-8



BORING LOG

BORING NO.: B-8
 SHEET: 2 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/27/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 27.0'+/-
 SWC REP.: M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HW SIZE I.D. 4" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: TYPE SS SIZE I.D. 1 3/8" HAMMER WT. 140 LB HAMMER FALL 30"
 CORE BARREL: TYPE NQ2

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 24 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6'				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
				39'-41'					45.0'	QUARTZITE RQD = 56%
				41'-45'						
	1R	4.0'	48"	45.0'						
									BOTTOM OF EXPLORATION AT 45.0'	

SAMPLES: LIT SPOON 3" SHELBY TUBE 3.5" SHELBY TUBE

SOIL CLASSIFIED BY: DRILLER - VISUALLY SOIL TECH. - VISUALLY LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(11)

BORING NO.: B-8



BORING LOG

BORING NO.: B-9
 SHEET: 1 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 28.5'+/-
 SWC REP. M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS SIZE I.D. 1 3/8" HAMMER WT. 140 LB HAMMER FALL 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 14 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
									6"+/-	TOPSOIL AND ORGANICS
										BROWN SILT WITH SOME FINE SAND (FILL) ~ HARD ~ qp = 8 ksf
	S-1	24"	12"	3.0'	3	5	5	8	3'	BROWN SILTY CLAY ~ VERY STIFF BECOMING... qp = 5 ksf qp = 4 ksf qp = 3 ksf ...STIFF ~
	S-2	24"	12"	5.0'	6	6	8	8		
	S-3	24"	18"	7.0'	6	6	8	9		
	S-4	24"	18"	9.0'	8	9	9	8		
	S-5	24"	24"	12.0'	3	2	3	4		
									14'+/-	GRAY SILTY CLAY qp =<0.5 ksf ~ MEDIUM ~
	S-6	24"	24"	17.0'	1	2	1	2		
	S-7	24"	24"	22.0'	WOH	WOH	WOH	1		
										ASSUMED GRAY SILTY CLAY
	S-8	24"	24"	27.0'						
				3.5"X7" VANE					27.8'	
				3.5"X7" VANE					28.2'	
				ROD PROBE					30.0'-40.8'	
									3	
									3	
									3	
									4	
									3	
									4	
									4	
									3	
									5	
									5	

SAMPLES: LIT SPOON
 C=3" SHELBY TUBE
 U=3.5" SHELBY TUBE

SOIL CLASSIFIED BY:
 DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

REMARKS:
 STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

BORING NO.: B-9



BORING LOG

BORING NO.: B-9
 SHEET: 2 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 28.5'+/-
 SWC REP.: M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: _____ TYPE _____ SIZE I.D. _____ HAMMER WT. _____ HAMMER FALL _____
 SAMPLER: HSA 2 1/2"
 CORE BARREL: _____ SS 1 3/8" 140 LB 30"

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 14 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
4/6 50/2									40.8'	BOTTOM OF EXPLORATION - REFUSAL

SAMPLES: _____ SOIL CLASSIFIED BY: _____
 LIT SPOON
 C=3" SHELBY TUBE
 U=3.5" SHELBY TUBE

DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

BORING NO.: B-9



BORING LOG

BORING NO.: B-10
 SHEET: 1 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 31.0'+/-
 SWC REP. M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

WATER LEVEL INFORMATION
 SOILS APPEARED WET @ 12 FEET

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS SIZE I.D. 1 3/8" HAMMER WT. 140 LB HAMMER FALL 30"
 CORE BARREL: _____

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	S-1	24"	10"	2.0'	3	5	5	6	6"+/-	TOPSOIL AND ORGANICS qp = 7 ksf
										~ HARD BECOMING
										GRAY-BROWN SILTY CLAY
	S-2	24"	15"	7.0'	4	5	6	8	9.5'+/-	BROWN SILTY CLAY qp = 3 ksf
									 MEDIUM ~
	S-3	24"	24"	12.0'	2	2	3	3	14'+/-	BROWNISH-GRAY SILTY CLAY qp = 1.5 ksf
	ROD PROBE			14'-53.5'						
									2	
									4	
									6	
									6	
									5	
									7	
									6	
									8	
									8	
									8	
									10	25'+/-
									10	POSSIBLE SAND LAYER
									10	
									8	28'+/-
									8	ASSUMED GRAY SILTY CLAY
									12	
									14	
									13	
									11	
									13	
									15	
									17	
									16	
									14	
									16	

SAMPLES:
 L = LIT SPOON
 C = 3" SHELBY TUBE
 U = 3.5" SHELBY TUBE

SOIL CLASSIFIED BY:

<input type="checkbox"/>	DRILLER - VISUALLY
<input checked="" type="checkbox"/>	SOIL TECH. - VISUALLY
<input checked="" type="checkbox"/>	LABORATORY TEST

REMARKS:
 STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.



BORING LOG

BORING NO.: B-10
 SHEET: 2 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 31.0'+/-
 SWC REP. M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: TYPE SS SIZE I.D. 1 3/8" SAMPLER WT. 140 LB SAMPLER FALL 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
 SOILS APPEARED WET @ 12 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA	
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24			
									15	43'+/-	POSSIBLE GRAY SILTY CLAY AND SAND
									15		
									16		
									22		
									15		
									20		
									23		
									30		
									43		
									43		
									47	53.6'	BOTTOM OF EXPLORATION - REFUSAL AT 53.6'
									58		
									51		
									76.6		

SAMPLES: SPLIT SPOON C=3" SHELBY TUBE U=3.5" SHELBY TUBE

SOIL CLASSIFIED BY: DRILLER - VISUALLY SOIL TECH. - VISUALLY LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(15)

BORING NO.: B-10



BORING LOG

BORING NO.: B-11
 SHEET: 1 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 29.5'+/-
 SWC REP.: M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HW SIZE I.D. 4" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS
 CORE BARREL: _____

WATER LEVEL INFORMATION
 WATER LEVEL AT 11.8' BELOW GROUND
 SURFACE ON 10/17/97

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA	
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24			
H									6"+/-	TOPSOIL WITH ORGANICS	
Y	S-1	24"	10"	2.0'	2	3	5	6	1'+/-	RUST BROWN SILTY SAND	
D											
R											
A											
U											
L	S-2	24"	24"	7.0'	5	5	6	8			
I											
C									9'+/-		
P											
U	S-3	24"	24"	12.0'	2	5	3	4			
S											
H											
	1S	24"	24"	17.0'	PUSHED TUBE						
	3.5"X7" VANE			17.8'							
	3.5"X7" VANE			18.2'							
	S-4	24"	24"	22.0'	WOH	WOH	1	1			
	3.5"X7" VANE			25.8'							
	3.5"X7" VANE			26.2'							
	S-5	24"	24"	32.0'	WOH	WOH	WOH	WOH			
	3.5"X7" VANE			35.8'							
	3.5"X7" VANE			36.2'							

SAMPLES: _____ SOIL CLASSIFIED BY: _____ REMARKS: _____

BIT SPOON
 3" SHELBY TUBE
 U=3.5" SHELBY TUBE

DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(16)

BORING NO.: B-11



BORING LOG

BORING NO.: B-11
 SHEET: 2 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 29.0'+/-
 SWC REP. M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS SIZE I.D. 1 3/8" HAMMER WT. 140 LB HAMMER FALL 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
 WATER LEVEL AT 11.8' BELOW GROUND
 SURFACE ON 10/17/97

CASING BLOWS PER FOOT	SAMPLE			DEPTH @ BOT	SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.		0-6	6-12	12-18	18-24		
	S-6	24"	24"	42.0'	WOH	WOH	WOH	WOH		GRAY SILTY CLAY
	3.5"X7" VANE			45.8'					46'+/-	Sv = 0.48/0.08 ksf
									49.1'	PROBABLE SAND
									51.0'	PROBABLE BEDROCK (ROLLER BIT)
									55.0'	BEDROCK CORE
										BOTTOM OF EXPLORATION AT 55.0' INSTALLED GROUNDWATER MONITORING WELL AT 30' WITH 5' SCREEN

SAMPLES: _____ SOIL CLASSIFIED BY: _____
 LIT SPOON
 3" SHELBY TUBE
 3.5" SHELBY TUBE
 DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

BORING NO.: B-11



BORING LOG

BORING NO.: B-12
 SHEET: 1 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 29.0'+/-
 SWC REP.: M.K.

PROJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: SS 1 3/8" 140 LB 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
 SOILS APPEARED WET @ 12 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	S-1	24"	10"	2.0'	2	3	4	5	6"+/-	TOPSOIL AND ORGANICS qp = 9+ ksf - HARD BECOMING
	S-2	24"	20"	7.0'	4	8	7	7		BROWN SILTY CLAY qp = 8 ksf GRAYISH-BROWN SILTY CLAY STIFF ~ GRAYISH BROWN SILTY CLAY qp = 4 ksf
	S-3	24"	24"	12.0'	3	4	7	8	12.0'	
	ROD PROBE			12'-41.9'				4		
								6		
								9		
								12		
								13		
								13		
								13		
								11		
								12		
								12		
								12		
								12		
								12		
								12		
								15		
								18		
								18		
								19		
								20		
								20		
								20		
								17	35.0'	
								23		
								25		
								27		
								33		
								20		

SAMPLES: LIT SPOON DRILLER - VISUALLY
 C=3" SHELBY TUBE SOIL TECH. - VISUALLY
 U=3.5" SHELBY TUBE LABORATORY TEST

SOIL CLASSIFIED BY: _____

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

BORING NO.: B-12



BORING LOG

BORING NO.: B-12
 SHEET: 2 OF 2
 PROJECT NO.: 04-0983 S
 DATE START: 8/28/1997
 DATE FINISH: 8/28/1997
 ELEVATION: 29.0'+/-
 SWC REP. M.K.

OBJECT / CLIENT: Proposed Medical Office Building / Olympia Equity Investors II, LLC
 LOCATION: Sewall St. Portland, Maine
 DRILLING FIRM: Great Works Pump & Test Boring Co. DRILLER: Pete

CASING: TYPE HSA SIZE I.D. 2 1/2" HAMMER WT. 140 LB HAMMER FALL 30"
 SAMPLER: TYPE SS SIZE I.D. 1 3/8" HAMMER WT. 140 LB HAMMER FALL 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
 SOILS APPEARED WET @ 12 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
24									41.9'	BOTTOM OF EXPLORATION - REFUSAL AT 41.9'
25/9 25/0										

SAMPLES: LIT SPOON
 C=3" SHELBY TUBE
 U=3.5" SHELBY TUBE

SOIL CLASSIFIED BY:

<input type="checkbox"/>	DRILLER - VISUALLY
<input checked="" type="checkbox"/>	SOIL TECH. - VISUALLY
<input checked="" type="checkbox"/>	LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

(19)

BORING NO.: **B-12**



BORING LOG

BORING NO.: B-201
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 10/28/2004
 DATE FINISH: 10/28/2004
 ELEVATION: 28.0' +/-
 SWC REP.: A. SIMMONS

PROJECT: PROPOSED MEDICAL OFFICE BUILDING
 CLIENT: OLYMPIA EQUITY INVESTORS II, LLC
 LOCATION: SEWALL STREET PORTLAND, MAINE
 DRILLING FIRM: GREAT WORKS TEST BORING, INC. DRILLER: PETE MICHAUD
 TYPE: HSA SIZE I.D.: 2 1/4" HAMMER WT.: 140 LB HAMMER FALL: 30"
 CASING: HSA SIZE I.D.: 2 1/4"
 SAMPLER: SS SIZE I.D.: 1 3/8" HAMMER WT.: 140 LB HAMMER FALL: 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 15.5 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA	
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24			
	1D	24"	16"	2.0'	3	4	6	7	1.5'	BROWN SILTY CLAY (REWORKED FILL) ~ STIFF ~	
	2D	24"	16"	4.0'	7	8	8	10	2.2'	LIGHT BROWN FINE TO MEDIUM SILTY SAND ~ LOOSE ~	
	3D	24"	18"	7.0'	3	3	4	6	15.5'	BROWN SILTY CLAY qp = 8 ksf ~ HARD BECOMING. . .	
	4D	24"	0"	9.0'	2	2	3	4		qp = 5.5 ksf	
	5D	24"	24"	12.0'	1	3	3	3		qp = 3 - 4 ksf	
	6D	24"	24"	14.0'	4	4	4	5		qp = 2 +3 ksf ...STIFF ~	
	7D	24"	24"	17.0'	1	1	2	2	19.0'	GRAY SILTY CLAY qp = 1 ksf ~ MEDIUM BECOMING SOFT ~	
	8D	24"	24"	19.0'	WOH	2	2			qp < 0.25 ksf	
									37.8'	ROD PROBE: DEPTH BLOWS 20.0'-21.0' HYD. PUSH 21.0'-22.0' HYD. PUSH 22.0'-23.0' 2 23.0'-24.0' 3 24.0'-25.0' 4 25.0'-26.0' 3 26.0'-27.0' 4 27.0'-28.0' 5 28.0'-29.0' 5 29.0'-30.0' 5 30.0'-31.0' 5 31.0'-32.0' 6 32.0'-33.0' 6 33.0'-34.0' 6 34.0'-35.0' 6 35.0'-36.0' 6 36.0'-37.0' 10 37.0'-37.8' 50/0.8'	

LES: SOIL CLASSIFIED BY:
 D = SPLIT SPOON DRILLER - VISUALLY
 C = 3" SHELBY TUBE SOIL TECH. - VISUALLY
 U = 3.5" SHELBY TUBE LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
 BORING NO.: **B-201**



BORING LOG

BORING NO.: B-202
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 10/28/2004
 DATE FINISH: 10/28/2004
 ELEVATION: 26.0' +/-
 SWC REP.: A. SIMMONS

OBJECT: PROPOSED MEDICAL OFFICE BUILDING
 CLIENT: OLYMPIA EQUITY INVESTORS II, LLC
 LOCATION: SEWALL STREET PORTLAND, MAINE
 DRILLING FIRM: GREAT WORKS TEST BORING, INC. DRILLER: PETE MICHAUD
 TYPE: HSA SIZE I.D.: 2 1/4" HAMMER WT.: 140 LB HAMMER FALL: 30"
 CASING: HSA SIZE I.D.: 2 1/4"
 SAMPLER: SS SIZE I.D.: 1 3/8" HAMMER WT.: 140 LB HAMMER FALL: 30"
 CORE BARREL: _____

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 20 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	1D	24"	20"	2.0'	4	5	4	4	11.0'	DARK BROWN SAND, SOME GRAVEL (FILL) WITH SOME ASPHALT, ASH, TRASH AND CLAY LAYERS ~ LOOSE ~
	2D	24"	18"	4.0'	29	39	40	10		
	3D	24"	10"	7.0'	1	3	7	6		
	4D	24"	6"	9.0'	5	3	3	5		
	5D	24"	10"	12.0'	3	5	7	8		
	6D	24"	24"	14.0'	8	9	12	13		
	7D	24"	24"	17.0'	3	6	8	8		
	8D	24"	24"	19.0'	8	8	8	9		
	9D	24"	24"	22.0'	WOH	2	2			
									27.0'	GRAY SILTY CLAY ~ SOFT ~

NOTES: SOIL CLASSIFIED BY: _____ REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

D = SPLIT SPOON
 C = 3" SHELBY TUBE
 U = 3.5" SHELBY TUBE

DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

(21)

BORING NO.: **B-202**



BORING LOG

BORING NO.: **B-203**
 SHEET: **1 OF 1**
 PROJECT NO.: **04-0983 S**
 DATE START: **10/28/2004**
 DATE FINISH: **10/28/2004**
 ELEVATION: **27.5' +/-**
 SWC REP.: **A. SIMMONS**

OBJECT: **PROPOSED MEDICAL OFFICE BUILDING**
 CLIENT: **OLYMPIA EQUITY INVESTORS II, LLC**
 LOCATION: **SEWALL STREET PORTLAND, MAINE**
 DRILLING FIRM: **GREAT WORKS TEST BORING, INC. DRILLER: PETE MICHAUD**
 TYPE: **HSA** SIZE I.D.: **2 1/4"** HAMMER WT.: **140 LB** HAMMER FALL: **30"**
 CASING: **HSA**
 SAMPLER: **SS**
 CORE BARREL:

WATER LEVEL INFORMATION
 SOILS APPEARED WET @ 17 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	1D	24"	18"	2.0'	3	4	3	4	5.0'	GRAVELLY SAND FILL WITH ASPHALT, CONCRETE, CLAY ~ LOOSE ~
	2D	24"	18"	4.0'	4	5	6	8		
	3D	24"	18"	7.0'	1	1	1	1	6.0'	BROWN CLAY WITH ORGANICS (NATIVE GROUND) - SOFT - BROWN SILTY CLAY ~ HARD BECOMING... ...STIFF~
	4D	24"	20"	9.0'	3	5	7	10		
	5D	24"	24"	12.0'	3	5	6	8	17.0'	qp = 9 ksf qp = 8 ksf qp = 3 ksf
	6D	24"	24"	17.0'	1	1	2	3		
										BOTTOM OF EXPLORATION AT 17.0'

NOTES: SOIL CLASSIFIED BY: REMARKS:
 D = SPLIT SPOON DRILLER - VISUALLY
 C = 3" SHELBY TUBE SOIL TECH. - VISUALLY
 U = 3.5" SHELBY TUBE LABORATORY TEST
 STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.
 BORING NO.: **B-203**



BORING LOG

BORING NO.: B-204
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 10/28/2004
 DATE FINISH: 10/28/2004
 ELEVATION: 28.0' +/-
 SWC REP.: A. SIMMONS

PROJECT: PROPOSED MEDICAL OFFICE BUILDING
 CLIENT: OLYMPIA EQUITY INVESTORS II, LLC
 LOCATION: SEWALL STREET PORTLAND, MAINE
 DRILLING FIRM: GREAT WORKS TEST BORING, INC. DRILLER: PETE MICHAUD
 TYPE: HSA SIZE I.D.: 2 1/4" HAMMER WT.: 140 LB HAMMER FALL: 30"
 CASING: SS
 SAMPLER: SS
 CORE BARREL: _____

WATER LEVEL INFORMATION
 SOILS APPEARED WET @ 17 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	1D	24"	14"	2.0'	2	2	3	3		GRAVELLY SAND FILL WITH CLAY, GLASS, ASPHALT ~ LOOSE ~
	2D	24"	2"	4.0'	2	2	2	2	4.5'	
									5.5'	DARK BROWN SILTY CLAY TOPSOIL (NATIVE GROUND) - SOFT ~
	3D	24"	12"	7.0'	1	1	2	2		BROWN SILTY CLAY ~ VERY STIFF TO STIFF ~ qp = 6 ksf
	4D	24"	24"	12.0'	2	4	6	7		
	5D	24"	24"	17.0'	3	2	4	7	17.0'	qp = 4 ksf
										BOTTOM OF EXPLORATION AT 17.0'

NOTES: SOIL CLASSIFIED BY: _____
 D = SPLIT SPOON
 C = 3" SHELBY TUBE
 U = 3.5" SHELBY TUBE

DRILLER - VISUALLY
 SOIL TECH. - VISUALLY
 LABORATORY TEST

REMARKS: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

23

BORING NO.: B-204



BORING LOG

BORING NO.: B-205
 SHEET: 1 OF 1
 PROJECT NO.: 04-0983 S
 DATE START: 10/28/2004
 DATE FINISH: 10/28/2004
 ELEVATION: 28.0' +/-
 SWC REP.: A. SIMMONS

OBJECT: PROPOSED MEDICAL OFFICE BUILDING
 CLIENT: OLYMPIA EQUITY INVESTORS II, LLC
 LOCATION: SEWALL STREET PORTLAND, MAINE
 DRILLING FIRM: GREAT WORKS TEST BORING, INC. DRILLER: PETE MICHAUD
 CASING: TYPE HSA SIZE I.D. 2 1/4" HAMMER WT. HAMMER FALL
 SAMPLER: SS 1 3/8" 140 LB 30"
 CORE BARREL:

WATER LEVEL INFORMATION
 SOILS APPEARED SATURATED @ 11 FEET

CASING BLOWS PER FOOT	SAMPLE				SAMPLER BLOWS PER 6"				DEPTH	STRATA & TEST DATA
	NO.	PEN.	REC.	DEPTH @ BOT	0-6	6-12	12-18	18-24		
	1D	24"	16"	2.0'	1	2	2	3	6"	BROWN SILTY TOPSOIL
	2D	24"	20"	4.0'	6	6	7	8		BROWN SILTY CLAY - VERY STIFF -
									11.0'	qp = 4 ksf
	3D	24"	24"	12.0'	1	2	3	3	12.0'	GRAY SILTY CLAY ~ MEDIUM ~ BOTTOM OF EXPLORATION AT 12.0' qp = 1 ksf

NOTES: SOIL CLASSIFIED BY: REMARKS:
 D = SPLIT SPOON DRILLER - VISUALLY
 C = 3" SHELBY TUBE SOIL TECH. - VISUALLY
 U = 3.5" SHELBY TUBE LABORATORY TEST

STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL.

24

BORING NO.: B-205



KEY TO THE NOTES & SYMBOLS
Test Boring and Test Pit Explorations

All stratification lines represent the approximate boundary between soil types and the transition may be gradual.

Key to Symbols Used:

- W - water content, percent (dry weight basis)
- q_u - unconfined compressive strength, kips/sq. ft. - based on laboratory unconfined compressive test
- S_v - field vane shear strength, kips/sq. ft.
- L_v - lab vane shear strength, kips/sq. ft.
- q_p - unconfined compressive strength, kips/sq. ft. based on pocket penetrometer test
- O - organic content, percent (dry weight basis)
- W_L - liquid limit - Atterberg test
- W_P - plastic limit - Atterberg test
- WOH - advance by weight of hammer
- WOM - advance by weight of man
- WOR - advance by weight of rods
- HYD - advance by force of hydraulic piston on drill
- RQD - Rock Quality Designator - an index of the quality of a rock mass. RQD is computed from recovered core samples.
- γ_T - total soil weight
- γ_B - buoyant soil weight
- HSA - Hollow Stem Auger
- HW - 4" Casing
- NW - 3" Casing
- SS - split-spoon sampler

Description of Proportions:

- 0 to 5% TRACE
- 5 to 12% SOME
- 12 to 35% "Y"
- 35+% AND

REFUSAL: Test Boring Explorations - Refusal depth indicates that depth at which, in the drill foreman's opinion, sufficient resistance to the advance of the casing, auger, probe rod or sampler was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

REFUSAL: Test Pit Explorations - Refusal depth indicates that depth at which sufficient resistance to the advance of the backhoe bucket was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

Although refusal may indicate the encountering of the bedrock surface, it may indicate the striking of large cobbles, boulders, very dense or cemented soil, or other buried natural or man-made objects or it may indicate the encountering of a harder zone after penetrating a considerable depth through a weathered or disintegrated zone of the bedrock.

B-1, 1S

Depth 14.5'-17.0'

$P_c = 3.4 \pm$ ksf
 $C_c = 0.40$
 $C_R = 0.04$
 $W = 43.3\%$
 $W_L = 45.4$
 $W_P = 22.4$



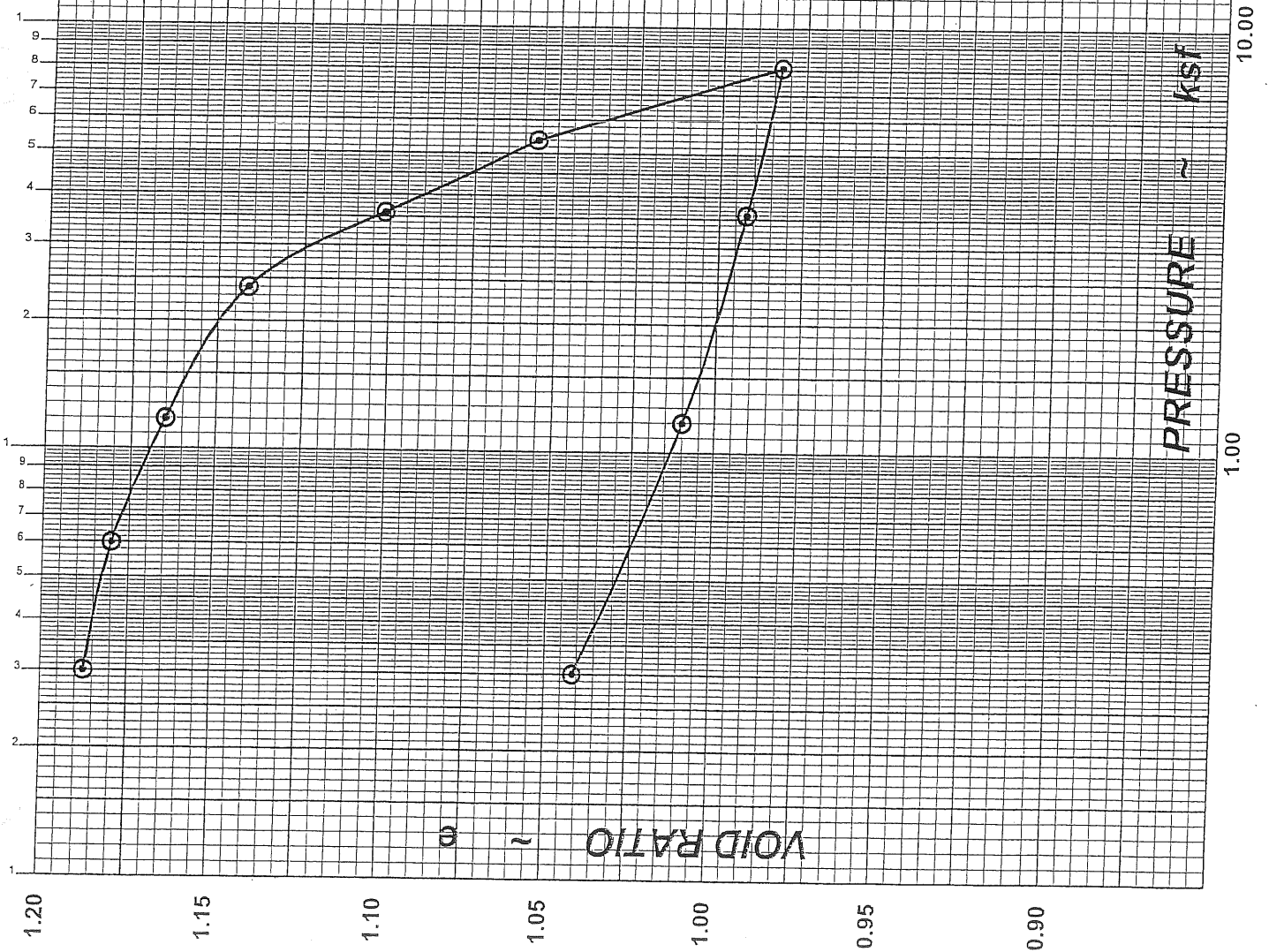
S.W. COLE
ENGINEERING, INC.

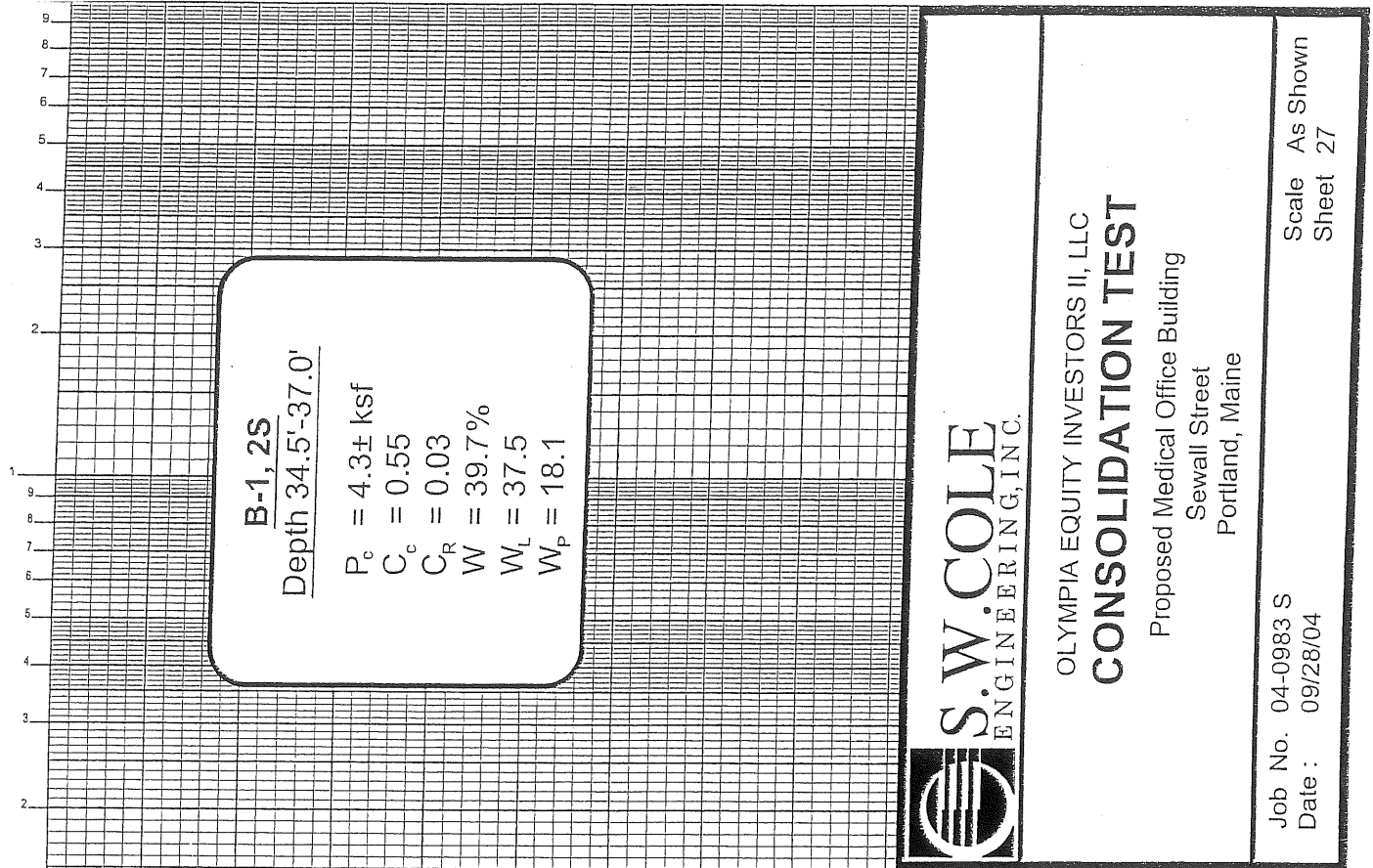
OLYMPIA EQUITY INVESTORS II, LLC
CONSOLIDATION TEST

Proposed Medical Office Building
Sewall Street
Portland, Maine

Job No. 04-0983 S
Date: 09/28/04

Scale As Shown
Sheet 26

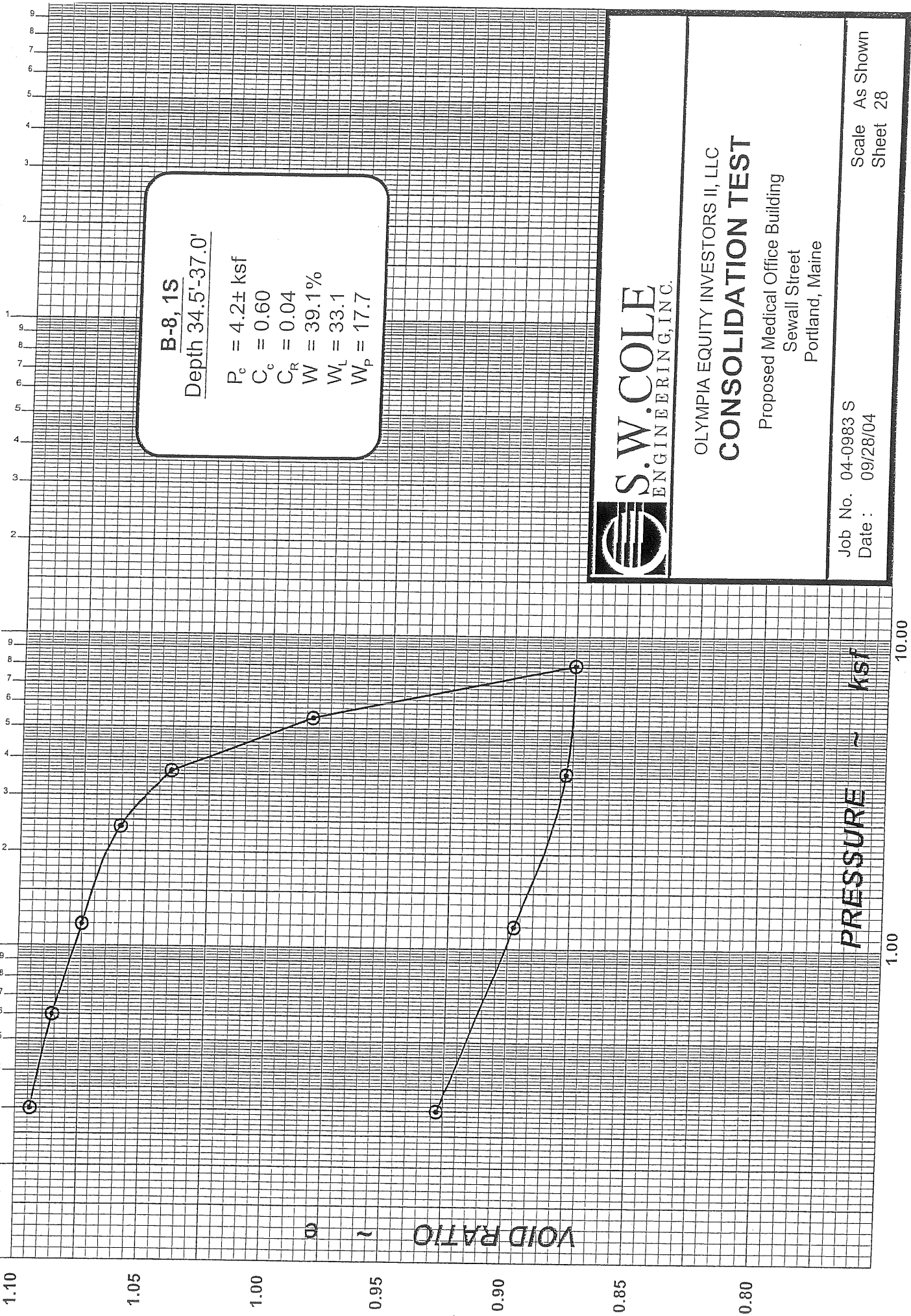




OLYMPIA EQUITY INVESTORS II, LLC
CONSOLIDATION TEST
 Proposed Medical Office Building
 Sewall Street
 Portland, Maine

Job No. 04-0983 S
 Date: 09/28/04

Scale As Shown
 Sheet 27



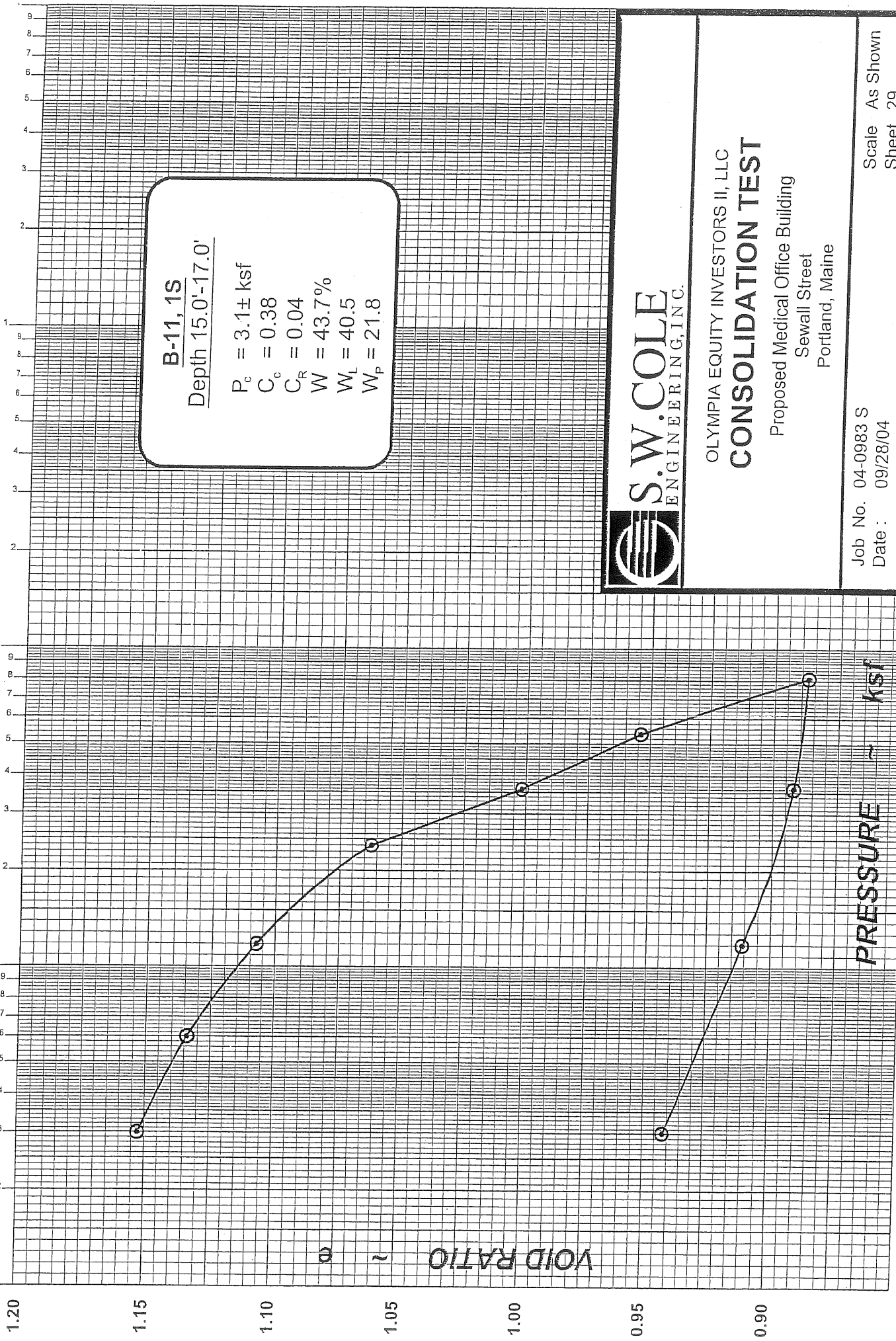
B-8, 1S
Depth 34.5'-37.0'
 $P_c = 4.2 \pm$ ksf
 $C_c = 0.60$
 $C_R = 0.04$
 $W = 39.1\%$
 $W_L = 33.1$
 $W_P = 17.7$



OLYMPIA EQUITY INVESTORS II, LLC
CONSOLIDATION TEST
 Proposed Medical Office Building
 Sewall Street
 Portland, Maine

Job No. 04-0983 S
 Date: 09/28/04

Scale As Shown
 Sheet 28

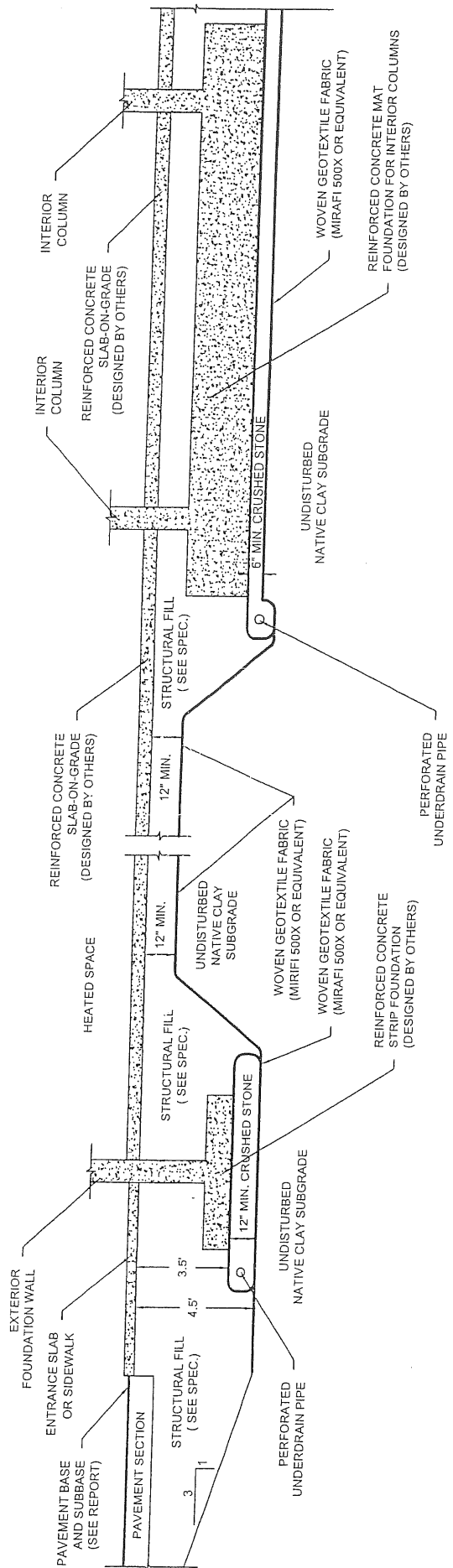


S.W. COLE
ENGINEERING, INC.

OLYMPIA EQUITY INVESTORS II, LLC
CONSOLIDATION TEST
 Proposed Medical Office Building
 Sewall Street
 Portland, Maine

Job No. 04-0983 S
 Date: 09/28/04

Scale As Shown
 Sheet 29



NOTES:

1. CONCEPT DETAIL ONLY. NOT FOR CONSTRUCTION.
2. SUBGRADE PREPARATION AND BACKFILL AND COMPACTION RECOMMENDATIONS CONTAINED WITHIN REPORT.
3. FOUNDATION DRAINAGE PIPE SHOULD SLOPE TO GRAVITY OUTLET, AND SHOULD BE PROTECTED FROM FREEZING.



OLYMPIA EQUITY INVESTORS II, LLC
FOUNDATION AND UNDERDRAIN DETAIL

Proposed Medical Office Building
 Sewall Street
 Portland, Maine

Job No. 04-0983 S
 Date: 12/07/04

Scale Not to Scale
 Sheet 30