

255-A-8

P199-044

190 Rand Rd.

Building Addition and Paving
Patco Construction

on Spreadsheet

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

19980144

I. D. Number

Patco Construction Co. Inc.

Applicant

475 Main Street, Sanford, ME 04073

Applicant's Mailing Address

Shawn M Frank RE, Sebago Tech.

Consultant/Agent

10/6/99

Application Date

Rand Road

Project Name/Description

Rand Rd, Portland, Maine 04103

Address of Proposed Site

255-A-008

Assessor's Reference: Chart-Block-Lot

Applicant or Agent Daytime Telephone, Fax

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

3000 sf

1.89 AC

Industrial

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

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

Fees Paid: Site Plan \$400.00 Subdivision Engineer Review Date: 10/6/99

Planning Approval Status:

Reviewer

☐ Approved ☐ Approved w/Conditions See Attached ☐ Denied

Approval Date

Approval Expiration

Extension to

☐ Additional Sheets Attached

☐ OK to Issue Building Permit

signature

date

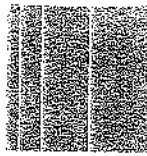
Performance Guarantee

☐ Required*

☐ Not Required

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

<input type="checkbox"/> Performance Guarantee Accepted	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	date	amount	
<input type="checkbox"/> Building Permit Issued	date		
<input type="checkbox"/> Performance Guarantee Reduced	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	date		
<input type="checkbox"/> Performance Guarantee Released	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	submitted date	amount	expiration date



SebagoTechnics
Engineering & Planning for the Future

September 29, 1999
99444

William Needelman, Planner
City of Portland
389 Congress Street
Portland, ME 04101

Minor Site Plan Application, Stultz Fluid Power, Rand Road, Patco Construction, Inc.

Dear Bill:

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Mr. Needelman

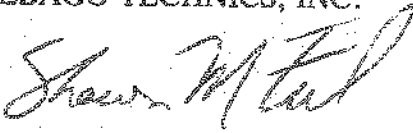
-2-

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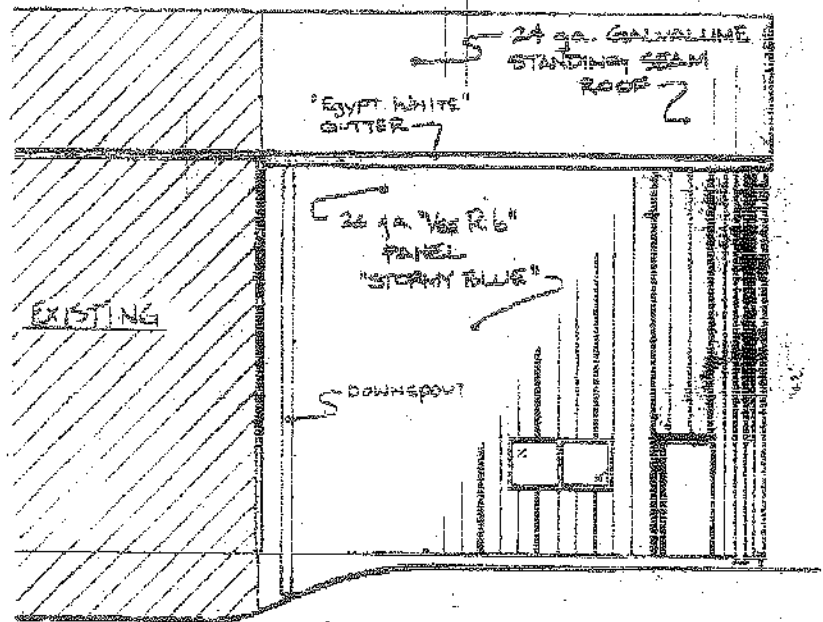
SEBAGO TECHNICS, INC.

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Shawn M. Frank, P.E.
Project Manager

SMF:jc
Enc.

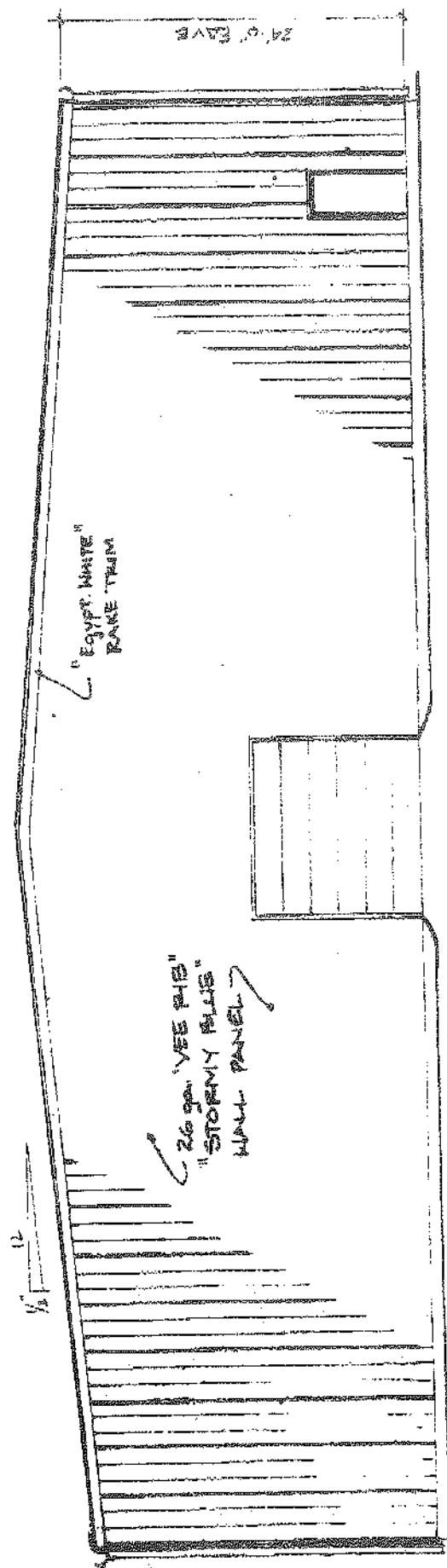
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EAST SIDEWALL ELEVATION

SCALE:

1/8" = 1'-0"



NORTH END WALL ELEVATION
 SCALE 1/8" = 1'-0"

Round Round Issues

① Coordinate Intersection changes
to Turnpike

② Storm drain easement:

Show Easement location
Explain ~~why~~ how proposed changes
will ~~not~~ affect easement function

③ Application needed



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Sincerely,

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Shawn M. Frank, P.E.
Project Manager

SMF:jc
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1. Chandra Street, 100 ft. by 50 ft. Westward, Alameda Co., 1938. 27° 56' 00" N. 120° 55' 00" W.

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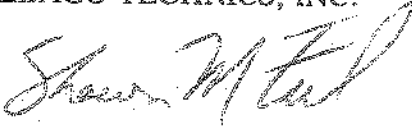
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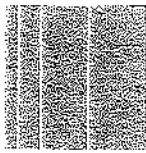
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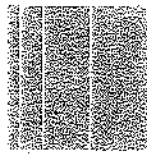
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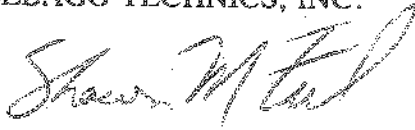
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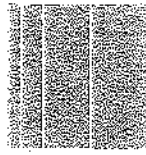
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WARRANTY DEED


On this 16th day of June, 1999, MAINE WHARF ASSOCIATES, a Maine limited partnership, for consideration paid, grants to JOHN R. WATSON and JOHN J. BUSH, JR., as Trustees for the Point East Trust, County of Cumberland and State of Maine, whose mailing address is 289 State ST., Portland, Maine 04101 with WARRANTY COVENANTS, certain lands with buildings, and other improvements, if any, erected thereon, known as the Maine Wharf and situated at 72 Commercial Street in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Joseph M. Schmader, the General Partner of Maine Wharf Associates, hereunto duly authorized, as of the day and year first above written.

WITNESS:

MAINE WHARF ASSOCIATES




By: 
Name: Joseph M. Schmader
Title: Its General Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

June , 1999

Personally appeared Joseph M. Schmader, the General Partner of Maine Wharf Associates and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the limited partnership.

Before me,


Notary Public
Attorney-at-Law
Print Name: Michael Keph, Esq.
Commission Expires: _____
(Affix Notarial Seal)

CONSTRUCTION LOAN AGREEMENT

AGREEMENT is made this 16th day of June, 1999, by and between **JOHN R. WATSON** and **JOHN J. BUSH, JR., TRUSTEES OF POINT EAST TRUST** under Declaration of Trust dated September 2, 1987, with a mailing address of c/o Thomas E. Watson, 242 Brackett Street, Portland, Maine 04102 (collectively the "Borrowers"), and **THOMAS E. WATSON**, an individual with a mailing address of 242 Brackett Street, Portland, Maine 04102, **JOHN R. WATSON**, an individual with a mailing address of P.O. Box 807, York Harbor, Maine 03911, and **JOHN J. BUSH, JR.**, an individual with a mailing address of 21 Fox Hill Road, Chatham, MA 02633 (collectively the "Guarantors") and **BATH SAVINGS INSTITUTION**, a Maine banking corporation with a mailing address of 105 Front Street, P.O. Box 548, Bath, Maine, 04530 (hereinafter the "Bank").

1. Borrowers have given to Bank contemporaneously herewith a certain [REDACTED] Dollar [REDACTED] Promissory Note (the "Note"), which Note is guaranteed by the Guarantors. The Note is secured in part by a Mortgage and Security Agreement given by Borrowers to the Bank of even date herewith (the "Mortgage") which describes real estate, with all the buildings and appurtenances now or hereafter located thereon, situated or hereafter to be situated in the City of Portland, County of Cumberland and State of Maine and known as Maine Wharf (herein the "Premises"). The proceeds of said Note shall be used for the construction of roadways, utilities and other improvements (the "Improvements") upon the Premises (herein the "Project").

2. In consideration for periodic advances of the proceeds of the Note in accordance with the terms hereof, and the terms and conditions of a certain Commitment Letter (the "Commitment Letter") issued by Bank to Borrowers, dated March 11, 1999, as amended (herein the "Loan"), Borrowers and Guarantors, jointly and severally, agree as follows:

(a) To proceed immediately with the construction of the Improvements according to the specifications, plans, drawings as developed for, submitted to and approved by the City of Portland, the Department of Environmental Protection (if applicable) and the Bank, and the terms and conditions of the permits and approvals for the Project and as are shown on the plans, specifications, and drawings for the Project (the "Plans and Specifications"). All such construction shall be in accordance with the Plans and Specifications, the permits and approvals and with all Federal, State and local building and zoning laws, ordinances and restrictions. Borrowers and Guarantors shall substantially complete the construction without undue delay and in a timely fashion.

(b) To provide Bank all Plans and Specifications, including any and all changes and updates thereto. In addition, Borrowers and Guarantors hereby assign to Bank all of Borrower's and Guarantor's rights in and to all construction contracts for construction of improvements in the Project. All construction contracts must be in the form of a fixed price contract.

(c) If required by the City of Portland, to notify or cause all contractors or subcontractors to notify the City's Public Works Director in writing at least five (5) days prior to commencing any construction and to notify the City Public Works Director in compliance with the City's required inspection schedule and to obtain the City's approval in writing as each item of road

construction or other improvements are completed; and to generally comply with the City's inspection schedule and other conditions and requirements concerning the Project.

(d) To furnish Bank, upon its request, executed copies of all construction contracts and subcontracts, change orders, invoices, bonds, estimates with respect to said construction, and also upon its request to give sworn statements setting forth names of contractors, subcontractors, and all others furnishing labor, materials and services to said construction, including amounts due, amounts paid and total contract prices; and without Bank's prior written consent, Borrower and Guarantor agree not to change or alter any such contract or the Plans or Specifications.

(e) To keep the Premises free from recorded mechanics' liens, other liens and claims of record; to keep any buildings on the Premises in good repair and insured against loss by fire and other casualty to an amount and by such companies as shall be satisfactory to Bank, and to maintain such insurance for the benefit of and first payable in case of loss to Bank; to maintain comprehensive general liability, flood, builder's risk and worker's compensation insurance; in case of insured loss, Bank shall disburse or dispose on the insurance proceeds in accordance with the terms of any mortgage the Bank holds on the Premises.

(f) To furnish waivers of liens or claims upon the Premises and such other surveys, releases and assurances as Bank may deem necessary or may request for its protection, including surety or other bonds and assurances of performance and payment by Borrower, Guarantor and any contractors; also, to pay for such additional engineering or architectural studies and reports as Bank, in its judgment, may require as a result of its periodic inspections of the Project in order to provide assurance that the construction is proceeding in accordance with the Plans and Specifications, all applicable requirements of any governmental authority, sound engineering and architectural principles and commonly accepted safety standards.

(g) To keep the premises free from recorded mechanic's lien notices, mechanic's lien claims or other encumbrances, it being understood that if any title defects, encumbrances or liens arise with respect to the Premises, any such occurrence shall constitute a breach or default herein by Borrowers and/or Guarantors.

(h) To allow Bank, its contractors, agents and employees, to enter and inspect the Project and the Premises at all reasonable times, with all necessary equipment, which inspections Borrowers and Guarantors acknowledge are for the sole benefit of Bank as lender.

(i) To pay all indebtedness and comply with all terms and conditions set forth in this Agreement or in the Note, the Assignment, and the Commitment Letter or any other agreement(s) between the parties hereto, or any other documents, instruments or agreements executed and delivered by the Borrower and/or Guarantor in connection herewith or as security for the Note (the "Loan Documents").

3. Bank agrees by acceptance of this Agreement and of all of the Loan Documents, and provided neither Borrower nor Guarantor is in default of any obligations pursuant to the Loan from the Bank, and upon delivery to Bank of Borrowers' requisition supported by approved

requisitions for payment of the Subcontractors to the Contractor for the construction of the Improvements, to lend and advance to Borrowers an amount sufficient to pay such requisitions, subject to the covenants and provisions of this Agreement, which shall not be disbursed more frequent than twice each calendar month unless Bank otherwise agrees, as construction progresses in accordance with the Plans and Specifications, upon the Bank's receipt of the following: (1) approval by the City of Portland; (2) evidence that there are no mechanic's liens or other liens upon the Project other than those approved by Bank; (3) invoices and completed requisition forms; (4) mechanic's lien waivers of subcontractors for services and materials already provided; and (5) any other documents Bank may reasonably require. All advances for such Project shall be used exclusively for the construction of the Improvements upon the Premises. Such advances shall be made within five (5) days after the above is received by the Bank and each such advance shall not exceed the construction costs then approved by Bank after its examination of the stage of completion. Such advances of the loan may be made, at discretion of Bank, directly to Borrowers and/or Guarantors, or if necessary in the reasonable judgment of Bank to preserve or protect its interest in the Premises, to any contractor, subcontractor, materialman, or other person or entity providing labor, services, or materials, or jointly to two or more of them. Bank, at its sole discretion, may waive all or part of said retainage from time to time and upon any periodic inspection. Borrowers and Guarantors agree to use all advances to pay for construction costs so approved, and shall hold such proceeds in trust for such purposes.

4. Borrowers, Guarantors and every other party liable herefor or liable for the obligations of Borrowers under the Note or any other of the Loan Documents, whether co-borrower, endorser, guarantor or successor in interest, hereby, jointly and severally, guarantee prompt completion in a good and workmanlike manner, in accordance with the Plans and Specifications and the terms and conditions of this Agreement, of each and every Improvement for which loan proceeds are advanced, whether or not the amounts so advanced are sufficient to fund the cost of completion of such Improvement.

5. Bank, at its election, may employ an independent construction manager or construction consultant for the purpose of reviewing the Plans and Specifications, approving the line item budget as defined below and inspecting and approving the project/construction plans, contracts completion progress, and change orders. The cost of such manager or consultant shall be paid by Borrowers and Borrowers agree to cooperate with any such manager or consultant at all times.

6. Borrowers agree to prepare and submit to Bank for approval a comprehensive line item construction budget (the "budgets") for the Improvements to be constructed. Borrowers likewise agrees to periodically update each budget at least as often as disbursements are made by Bank. The budgets shall at all times reflect that the values of the remaining construction and improvements to be completed are equal to or less than the remaining undisbursed funds. In the event the budgets do not reflect that the undisbursed funds will be sufficient to complete the Project, the Borrowers and/or Guarantors shall place in escrow an amount equal to the excess amount needed to complete the Project, as determined by the Bank, and the Bank shall have the right to apply such escrowed funds as it deems appropriate, and shall not be obligated to disburse any amounts on the Note until the budgets reflect that the remaining principal to be disbursed is sufficient to complete construction.

7. Borrowers, Guarantors and Bank agree that this Agreement is primarily one between Borrowers, Guarantors and Bank; and if at any time before the entire loan has been advanced the interest of Borrowers in the Premises shall pass from Borrowers, voluntarily or involuntarily, or should either of the Borrowers and/or Guarantors be adjudicated bankrupt or insolvent, or if any court action affecting any part of the loan remaining to be advanced is pending, or if the Improvements on the Premises shall be substantially damaged in any manner, or if either of the Borrowers and/or Guarantors shall have violated or failed to perform or cause to be performed any of the provisions in this Agreement, the Commitment Letter, the Note, the Assignment, or any other of the Loan Documents, Bank shall not be required to advance any part of the remainder of the loan, and, if such violations shall not have been cured to Bank's satisfaction within thirty (30) days after giving written notice thereof to Borrowers, Bank may, at its option, terminate this Agreement.

No creditor of either of the Borrowers, Guarantors, and/or any other person, entity or court shall have any claim upon the unadvanced remainder of the Loan, and Bank shall in no case be a trustee or fiduciary for anyone with respect thereto.

Provided, however, that any one or more of such conditions precedent or any other requirement hereof may be waived at any time by Bank, but no such waiver shall be construed as a right to subsequent waiver of the same provisions or condition. If Bank elects not to terminate this Agreement, it may enter into possession of the Premises and perform, or cause to be performed, any and all work and labor necessary to complete the Improvements substantially according to the Plans and Specifications, may purchase, or cause to be purchased, building and other materials for such purposes all as hereinafter set forth. For these purposes Borrowers and Guarantors hereby constitute and appoint Bank their true and lawful attorney-in-fact, with full power of substitution, in respect of the Premises, to complete the Project and Borrowers and Guarantors hereby empower said attorney as follows:

(a) to use any funds of either of the Borrowers and/or Guarantors including any balance that may be held in escrow and any loan proceeds which may remain unadvanced hereunder for the purpose of completing the Project substantially in the manner called for by the Plans and Specifications, and if such unadvanced loan proceeds and other funds of either of the Borrowers and/or Guarantors are insufficient therefor, then Bank is hereby authorized by Borrowers and Guarantors, if Bank so elects in its sole discretion, to advance additional funds which may be required, in the sole judgment of Bank, to finance completion of such construction, and all of such additional funds so advanced, together with interest thereon at the rate of interest per annum that is one percent (1%) greater than the interest rate per annum required by the Note shall be secured by the Loan Documents as necessary to protect the security thereof, and Borrowers and Guarantors agree to repay to Bank such additional sums with such interest thereon on demand by Bank;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes;

(d) to pay, settle or compromise all existing bills and claims which may be liens against the Premises, or as may be necessary or desirable for the completion of the Project or for clearance of title;

(e) to execute all applications and certificates in the name of Borrowers and/or Guarantors which may be required by any of the contract documents;

(f) to prosecute and defend all actions or proceedings in connection with the Premises or the construction of the Project and to take such action and require such performance as it deems necessary under any applicable bond or guaranty of completion;

(g) to take over and use all or any part of the labor, materials, supplies and under equipment contracted for, owned by, or under control of either of the Borrowers and/or Guarantors whether or not previously incorporated into the Project; and

(h) to do any and every act with respect to construction or completion of the Project or the closing of any permanent financing which Borrowers and/or Guarantors might do in their own behalf, including, without limitation, execution, acknowledgment, and delivery of all instruments, documents and papers in the name of Borrowers and/or Guarantors as may be necessary or desirable in the sole discretion of Bank.

It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked.

Borrowers and Guarantors hereby assign and quitclaim to Bank all sums unadvanced under the Note and any sums held in escrow conditioned upon the use of said sums for the completion of the Project, such assignment to become effective only in case of either of the Borrowers' and/or Guarantors' default, or the default of any other party liable therefor, and also hereby assigns all of each of the Borrowers' and Guarantors' right, title and interest in all contracts, now or hereafter existing, for such construction to Bank for the purpose of completing the Project.

8. It is understood between the parties hereto that Borrowers selected all architects, engineers, contractors, subcontractors, materialmen, as well as all others furnishing services or materials to the Project, and Bank has and shall have no responsibility whatsoever for them or for the quality of their materials or workmanship, it being understood that Bank's sole function is that of lender and the only consideration passing from Bank to the Borrowers are the loan proceeds in accordance with and subject to the terms of this Agreement. It is also agreed that Borrowers and Guarantors shall have no right to rely on any procedures required by Bank herein, such procedures being for the protection of Bank as lender and no one else. Borrowers and Guarantors hereby agree to hold and save Bank harmless and indemnify it against and from claims, of any kind, of any person, including, but without limiting, the generality of the foregoing, employees of either of the Borrowers and/or Guarantors, any contractor constructing the improvements and the employees of any such contractor, any tenant of either of the Borrowers and/or Guarantors, any subtenant or concessionaire of any such tenant, and the employees and business invitees of any such tenant, subtenant or concessionaire, or any guarantor arising from or out of the construction, use, occupancy, or possession of the improvements in accordance with the Plans and Specifications.

9. In the event any obligation or portion of this Agreement is determined to be invalid, unenforceable or void under law, it shall not affect the validity or enforceability of the remaining obligations or portions hereof.

10. This Agreement shall be construed in accordance with the laws of the State of Maine.

11. All the foregoing promises and agreements shall be the joint and several obligations of the undersigned and shall bind and inure to the benefit of the undersigned, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Gay Logg
Witness

to
Witness

all
Witness

Witness

Witness

Witness

Witness

John R. Watson, Trustee
John R. Watson, Trustee

John J. Bush, Jr., Trustee
John J. Bush, Jr., Trustee

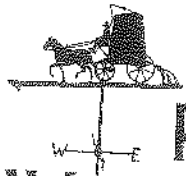
John R. Watson
John R. Watson, individually
Guarantor

John J. Bush, Jr.
John J. Bush, Jr., individually
Guarantor

Thomas E. Watson
Thomas E. Watson, individually
Guarantor

BATH SAVINGS INSTITUTION

By: Suzanne Umland
Suzanne Umland
Its Assistant Vice President



Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961
FAX (207) 761-8307
www.pwd.org

November 19, 1999

Mr. Bill Needleman
City of Portland Planning Department
389 Congress Street
Portland, Maine 04101

Re: Building Rehabilitation on Maine Wharf, 68-72 Commercial Street

Dear Bill:

The Portland Water District has a 12" water main in Commercial, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 101 psi; residual pressure 52 psi; with a flow of 1210 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands. **Please notify your plumber of these results so that they can design your system to best fit the available pressure.**

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

cc: William Nemmers

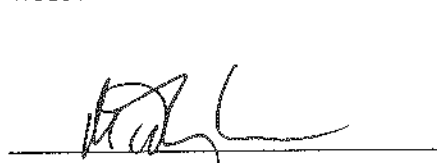
WARRANTY DEED

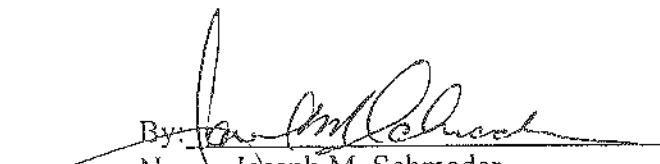
On this 16th day of June, 1999, MAINE WHARF ASSOCIATES, a Maine limited partnership, for consideration paid, grants to JOHN R. WATSON and JOHN J. BUSH, JR., as Trustees for the Point East Trust, County of Cumberland and State of Maine, whose mailing address is 288 State St., Portland, Maine 04101 with WARRANTY COVENANTS, certain lands with buildings, and other improvements, if any, erected thereon, known as the Maine Wharf and situated at 72 Commercial Street in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Joseph M. Schmader, the General Partner of Maine Wharf Associates, hereunto duly authorized, as of the day and year first above written.

WITNESS:

MAINE WHARF ASSOCIATES



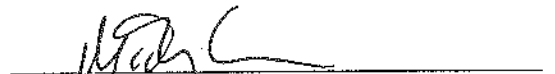
By: 
Name: Joseph M. Schmader
Title: Its General Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

June , 1999

Personally appeared Joseph M. Schmader, the General Partner of Maine Wharf Associates and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the limited partnership.

Before me,


Notary Public
Attorney-at-Law
Print Name: Michael Keph, Esq.
Commission Expires: _____
(Affix Notarial Seal)

CONSTRUCTION LOAN AGREEMENT

AGREEMENT is made this 16th day of June, 1999, by and between **JOHN R. WATSON** and **JOHN J. BUSH, JR., TRUSTEES OF POINT EAST TRUST** under Declaration of Trust dated September 2, 1987, with a mailing address of c/o Thomas E. Watson, 242 Brackett Street, Portland, Maine 04102 (collectively the "Borrowers"), and **THOMAS E. WATSON**, an individual with a mailing address of 242 Brackett Street, Portland, Maine 04102, **JOHN R. WATSON**, an individual with a mailing address of P.O. Box 807, York Harbor, Maine 03911, and **JOHN J. BUSH, JR.**, an individual with a mailing address of 21 Fox Hill Road, Chatham, MA 02633 (collectively the "Guarantors") and **BATH SAVINGS INSTITUTION**, a Maine banking corporation with a mailing address of 105 Front Street, P.O. Box 548, Bath, Maine, 04530 (hereinafter the "Bank").

1. Borrowers have given to Bank contemporaneously herewith a certain [REDACTED] Dollar [REDACTED] Promissory Note (the "Note"), which Note is guaranteed by the Guarantors. The Note is secured in part by a Mortgage and Security Agreement given by Borrowers to the Bank of even date herewith (the "Mortgage") which describes real estate, with all the buildings and appurtenances now or hereafter located thereon, situated or hereafter to be situated in the City of Portland, County of Cumberland and State of Maine and known as Maine Wharf (herein the "Premises"). The proceeds of said Note shall be used for the construction of roadways, utilities and other improvements (the "Improvements") upon the Premises (herein the "Project").

2. In consideration for periodic advances of the proceeds of the Note in accordance with the terms hereof, and the terms and conditions of a certain Commitment Letter (the "Commitment Letter") issued by Bank to Borrowers, dated March 11, 1999, as amended (herein the "Loan"), Borrowers and Guarantors, jointly and severally, agree as follows:

(a) To proceed immediately with the construction of the Improvements according to the specifications, plans, drawings as developed for, submitted to and approved by the City of Portland, the Department of Environmental Protection (if applicable) and the Bank, and the terms and conditions of the permits and approvals for the Project and as are shown on the plans, specifications, and drawings for the Project (the "Plans and Specifications"). All such construction shall be in accordance with the Plans and Specifications, the permits and approvals and with all Federal, State and local building and zoning laws, ordinances and restrictions. Borrowers and Guarantors shall substantially complete the construction without undue delay and in a timely fashion.

(b) To provide Bank all Plans and Specifications, including any and all changes and updates thereto. In addition, Borrowers and Guarantors hereby assign to Bank all of Borrower's and Guarantor's rights in and to all construction contracts for construction of improvements in the Project. All construction contracts must be in the form of a fixed price contract.

(c) If required by the City of Portland, to notify or cause all contractors or subcontractors to notify the City's Public Works Director in writing at least five (5) days prior to commencing any construction and to notify the City Public Works Director in compliance with the City's required inspection schedule and to obtain the City's approval in writing as each item of road

construction or other improvements are completed; and to generally comply with the City's inspection schedule and other conditions and requirements concerning the Project.

(d) To furnish Bank, upon its request, executed copies of all construction contracts and subcontracts, change orders, invoices, bonds, estimates with respect to said construction, and also upon its request to give sworn statements setting forth names of contractors, subcontractors, and all others furnishing labor, materials and services to said construction, including amounts due, amounts paid and total contract prices; and without Bank's prior written consent, Borrower and Guarantor agree not to change or alter any such contract or the Plans or Specifications.

(e) To keep the Premises free from recorded mechanics' liens, other liens and claims of record; to keep any buildings on the Premises in good repair and insured against loss by fire and other casualty to an amount and by such companies as shall be satisfactory to Bank, and to maintain such insurance for the benefit of and first payable in case of loss to Bank; to maintain comprehensive general liability, flood, builder's risk and worker's compensation insurance; in case of insured loss, Bank shall disburse or dispose on the insurance proceeds in accordance with the terms of any mortgage the Bank holds on the Premises.

(f) To furnish waivers of liens or claims upon the Premises and such other surveys, releases and assurances as Bank may deem necessary or may request for its protection, including surety or other bonds and assurances of performance and payment by Borrower, Guarantor and any contractors; also, to pay for such additional engineering or architectural studies and reports as Bank, in its judgment, may require as a result of its periodic inspections of the Project in order to provide assurance that the construction is proceeding in accordance with the Plans and Specifications, all applicable requirements of any governmental authority, sound engineering and architectural principles and commonly accepted safety standards.

(g) To keep the premises free from recorded mechanic's lien notices, mechanic's lien claims or other encumbrances, it being understood that if any title defects, encumbrances or liens arise with respect to the Premises, any such occurrence shall constitute a breach or default herein by Borrowers and/or Guarantors.

(h) To allow Bank, its contractors, agents and employees, to enter and inspect the Project and the Premises at all reasonable times, with all necessary equipment, which inspections Borrowers and Guarantors acknowledge are for the sole benefit of Bank as lender.

(i) To pay all indebtedness and comply with all terms and conditions set forth in this Agreement or in the Note, the Assignment, and the Commitment Letter or any other agreement(s) between the parties hereto, or any other documents, instruments or agreements executed and delivered by the Borrower and/or Guarantor in connection herewith or as security for the Note (the "Loan Documents").

3. Bank agrees by acceptance of this Agreement and of all of the Loan Documents, and provided neither Borrower nor Guarantor is in default of any obligations pursuant to the Loan from the Bank, and upon delivery to Bank of Borrowers' requisition supported by approved

requisitions for payment of the Subcontractors to the Contractor for the construction of the Improvements, to lend and advance to Borrowers an amount sufficient to pay such requisitions, subject to the covenants and provisions of this Agreement, which shall not be disbursed more frequent than twice each calendar month unless Bank otherwise agrees, as construction progresses in accordance with the Plans and Specifications, upon the Bank's receipt of the following: (1) approval by the City of Portland; (2) evidence that there are no mechanic's liens or other liens upon the Project other than those approved by Bank; (3) invoices and completed requisition forms; (4) mechanic's lien waivers of subcontractors for services and materials already provided; and (5) any other documents Bank may reasonably require. All advances for such Project shall be used exclusively for the construction of the Improvements upon the Premises. Such advances shall be made within five (5) days after the above is received by the Bank and each such advance shall not exceed the construction costs then approved by Bank after its examination of the stage of completion. Such advances of the loan may be made, at discretion of Bank, directly to Borrowers and/or Guarantors, or if necessary in the reasonable judgment of Bank to preserve or protect its interest in the Premises, to any contractor, subcontractor, materialman, or other person or entity providing labor, services, or materials, or jointly to two or more of them. Bank, at its sole discretion, may waive all or part of said retainage from time to time and upon any periodic inspection. Borrowers and Guarantors agree to use all advances to pay for construction costs so approved, and shall hold such proceeds in trust for such purposes.

4. Borrowers, Guarantors and every other party liable herefor or liable for the obligations of Borrowers under the Note or any other of the Loan Documents, whether co-borrower, endorser, guarantor or successor in interest, hereby, jointly and severally, guarantee prompt completion in a good and workmanlike manner, in accordance with the Plans and Specifications and the terms and conditions of this Agreement, of each and every Improvement for which loan proceeds are advanced, whether or not the amounts so advanced are sufficient to fund the cost of completion of such Improvement.

5. Bank, at its election, may employ an independent construction manager or construction consultant for the purpose of reviewing the Plans and Specifications, approving the line item budget as defined below and inspecting and approving the project/construction plans, contracts completion progress, and change orders. The cost of such manager or consultant shall be paid by Borrowers and Borrowers agree to cooperate with any such manager or consultant at all times.

6. Borrowers agree to prepare and submit to Bank for approval a comprehensive line item construction budget (the "budgets") for the Improvements to be constructed. Borrowers likewise agrees to periodically update each budget at least as often as disbursements are made by Bank. The budgets shall at all times reflect that the values of the remaining construction and improvements to be completed are equal to or less than the remaining undisbursed funds. In the event the budgets do not reflect that the undisbursed funds will be sufficient to complete the Project, the Borrowers and/or Guarantors shall place in escrow an amount equal to the excess amount needed to complete the Project, as determined by the Bank, and the Bank shall have the right to apply such escrowed funds as it deems appropriate, and shall not be obligated to disburse any amounts on the Note until the budgets reflect that the remaining principal to be disbursed is sufficient to complete construction.

7. Borrowers, Guarantors and Bank agree that this Agreement is primarily one between Borrowers, Guarantors and Bank; and if at any time before the entire loan has been advanced the interest of Borrowers in the Premises shall pass from Borrowers, voluntarily or involuntarily, or should either of the Borrowers and/or Guarantors be adjudicated bankrupt or insolvent, or if any court action affecting any part of the loan remaining to be advanced is pending, or if the Improvements on the Premises shall be substantially damaged in any manner, or if either of the Borrowers and/or Guarantors shall have violated or failed to perform or cause to be performed any of the provisions in this Agreement, the Commitment Letter, the Note, the Assignment, or any other of the Loan Documents, Bank shall not be required to advance any part of the remainder of the loan, and, if such violations shall not have been cured to Bank's satisfaction within thirty (30) days after giving written notice thereof to Borrowers, Bank may, at its option, terminate this Agreement.

No creditor of either of the Borrowers, Guarantors, and/or any other person, entity or court shall have any claim upon the unadvanced remainder of the Loan, and Bank shall in no case be a trustee or fiduciary for anyone with respect thereto.

Provided, however, that any one or more of such conditions precedent or any other requirement hereof may be waived at any time by Bank, but no such waiver shall be construed as a right to subsequent waiver of the same provisions or condition. If Bank elects not to terminate this Agreement, it may enter into possession of the Premises and perform, or cause to be performed, any and all work and labor necessary to complete the Improvements substantially according to the Plans and Specifications, may purchase, or cause to be purchased, building and other materials for such purposes all as hereinafter set forth. For these purposes Borrowers and Guarantors hereby constitute and appoint Bank their true and lawful attorney-in-fact, with full power of substitution, in respect of the Premises, to complete the Project and Borrowers and Guarantors hereby empower said attorney as follows:

(a) to use any funds of either of the Borrowers and/or Guarantors including any balance that may be held in escrow and any loan proceeds which may remain unadvanced hereunder for the purpose of completing the Project substantially in the manner called for by the Plans and Specifications, and if such unadvanced loan proceeds and other funds of either of the Borrowers and/or Guarantors are insufficient therefor, then Bank is hereby authorized by Borrowers and Guarantors, if Bank so elects in its sole discretion, to advance additional funds which may be required, in the sole judgment of Bank, to finance completion of such construction, and all of such additional funds so advanced, together with interest thereon at the rate of interest per annum that is one percent (1%) greater than the interest rate per annum required by the Note shall be secured by the Loan Documents as necessary to protect the security thereof, and Borrowers and Guarantors agree to repay to Bank such additional sums with such interest thereon on demand by Bank;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes;

(d) to pay, settle or compromise all existing bills and claims which may be liens against the Premises, or as may be necessary or desirable for the completion of the Project or for clearance of title;

(e) to execute all applications and certificates in the name of Borrowers and/or Guarantors which may be required by any of the contract documents;

(f) to prosecute and defend all actions or proceedings in connection with the Premises or the construction of the Project and to take such action and require such performance as it deems necessary under any applicable bond or guaranty of completion;

(g) to take over and use all or any part of the labor, materials, supplies and under equipment contracted for, owned by, or under control of either of the Borrowers and/or Guarantors whether or not previously incorporated into the Project; and

(h) to do any and every act with respect to construction or completion of the Project or the closing of any permanent financing which Borrowers and/or Guarantors might do in their own behalf, including, without limitation, execution, acknowledgment, and delivery of all instruments, documents and papers in the name of Borrowers and/or Guarantors as may be necessary or desirable in the sole discretion of Bank.

It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked.

Borrowers and Guarantors hereby assign and quitclaim to Bank all sums unadvanced under the Note and any sums held in escrow conditioned upon the use of said sums for the completion of the Project, such assignment to become effective only in case of either of the Borrowers' and/or Guarantors' default, or the default of any other party liable therefor, and also hereby assigns all of each of the Borrowers' and Guarantors' right, title and interest in all contracts, now or hereafter existing, for such construction to Bank for the purpose of completing the Project.

8. It is understood between the parties hereto that Borrowers selected all architects, engineers, contractors, subcontractors, materialmen, as well as all others furnishing services or materials to the Project, and Bank has and shall have no responsibility whatsoever for them or for the quality of their materials or workmanship, it being understood that Bank's sole function is that of lender and the only consideration passing from Bank to the Borrowers are the loan proceeds in accordance with and subject to the terms of this Agreement. It is also agreed that Borrowers and Guarantors shall have no right to rely on any procedures required by Bank herein, such procedures being for the protection of Bank as lender and no one else. Borrowers and Guarantors hereby agree to hold and save Bank harmless and indemnify it against and from claims, of any kind, of any person, including, but without limiting, the generality of the foregoing, employees of either of the Borrowers and/or Guarantors, any contractor constructing the improvements and the employees of any such contractor, any tenant of either of the Borrowers and/or Guarantors, any subtenant or concessionaire of any such tenant, and the employees and business invitees of any such tenant, subtenant or concessionaire, or any guarantor arising from or out of the construction, use, occupancy, or possession of the improvements in accordance with the Plans and Specifications.

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10. This Agreement shall be construed in accordance with the laws of the State of Maine.

11. All the foregoing promises and agreements shall be the joint and several obligations of the undersigned and shall bind and inure to the benefit of the undersigned, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Barry Bogert
Witness

to
Witness

all
Witness

Witness

Witness

Witness

John R. Watson, Trustee
John R. Watson, Trustee

John J. Bush, Jr., Trustee
John J. Bush, Jr., Trustee

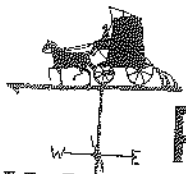
John R. Watson
John R. Watson, individually
Guarantor

John J. Bush, Jr.
John J. Bush, Jr., individually
Guarantor

Thomas E. Watson
Thomas E. Watson, individually
Guarantor

BATH SAVINGS INSTITUTION

By: Suzanne Umland
Suzanne Umland
Its Assistant Vice President



Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961
FAX (207) 761-8307
www.pwd.org

November 19, 1999

Mr. Bill Needleman
City of Portland Planning Department
389 Congress Street
Portland, Maine 04101

Re: Building Rehabilitation on Maine Wharf, 68-72 Commercial Street

Dear Bill:

The Portland Water District has a 12" water main in Commercial, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 101 psi; residual pressure 52 psi; with a flow of 1210 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands. **Please notify your plumber of these results so that they can design your system to best fit the available pressure.**

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

cc: William Nemmers

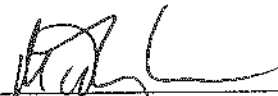
WARRANTY DEED

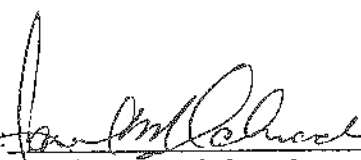
On this 16th day of Jun, 1999, MAINE WHARF ASSOCIATES, a Maine limited partnership, for consideration paid, grants to JOHN R. WATSON and JOHN J. BUSH, JR., as Trustees for the Point East Trust, County of Cumberland and State of Maine, whose mailing address is 288 State St., Portland, Maine 04101 with WARRANTY COVENANTS, certain lands with buildings, and other improvements, if any, erected thereon, known as the Maine Wharf and situated at 72 Commercial Street in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Joseph M. Schmader, the General Partner of Maine Wharf Associates, hereunto duly authorized, as of the day and year first above written.

WITNESS:

MAINE WHARF ASSOCIATES



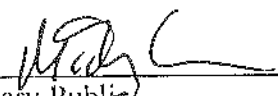
By: 
Name: Joseph M. Schmader
Title: Its General Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

June , 1999

Personally appeared Joseph M. Schmader, the General Partner of Maine Wharf Associates and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the limited partnership.

Before me,



Notary Public/
Attorney-at-Law
Print Name: Michael Kaph, Esq.
Commission Expires: _____
(Affix Notarial Seal)

CONSTRUCTION LOAN AGREEMENT

AGREEMENT is made this 16th day of June, 1999, by and between **JOHN R. WATSON** and **JOHN J. BUSH, JR., TRUSTEES OF POINT EAST TRUST** under Declaration of Trust dated September 2, 1987, with a mailing address of c/o Thomas E. Watson, 242 Brackett Street, Portland, Maine 04102 (collectively the "Borrowers"), and **THOMAS E. WATSON**, an individual with a mailing address of 242 Brackett Street, Portland, Maine 04102, **JOHN R. WATSON**, an individual with a mailing address of P.O. Box 807, York Harbor, Maine 03911, and **JOHN J. BUSH, JR.**, an individual with a mailing address of 21 Fox Hill Road, Chatham, MA 02633 (collectively the "Guarantors") and **BATH SAVINGS INSTITUTION**, a Maine banking corporation with a mailing address of 105 Front Street, P.O. Box 548, Bath, Maine, 04530 (hereinafter the "Bank").

1. Borrowers have given to Bank contemporaneously herewith a certain [REDACTED] Dollar [REDACTED] Promissory Note (the "Note"), which Note is guaranteed by the Guarantors. The Note is secured in part by a Mortgage and Security Agreement given by Borrowers to the Bank of even date herewith (the "Mortgage") which describes real estate, with all the buildings and appurtenances now or hereafter located thereon, situated or hereafter to be situated in the City of Portland, County of Cumberland and State of Maine and known as Maine Wharf (herein the "Premises"). The proceeds of said Note shall be used for the construction of roadways, utilities and other improvements (the "Improvements") upon the Premises (herein the "Project").

2. In consideration for periodic advances of the proceeds of the Note in accordance with the terms hereof, and the terms and conditions of a certain Commitment Letter (the "Commitment Letter") issued by Bank to Borrowers, dated March 11, 1999, as amended (herein the "Loan"), Borrowers and Guarantors, jointly and severally, agree as follows:

(a) To proceed immediately with the construction of the Improvements according to the specifications, plans, drawings as developed for, submitted to and approved by the City of Portland, the Department of Environmental Protection (if applicable) and the Bank, and the terms and conditions of the permits and approvals for the Project and as are shown on the plans, specifications, and drawings for the Project (the "Plans and Specifications"). All such construction shall be in accordance with the Plans and Specifications, the permits and approvals and with all Federal, State and local building and zoning laws, ordinances and restrictions. Borrowers and Guarantors shall substantially complete the construction without undue delay and in a timely fashion.

(b) To provide Bank all Plans and Specifications, including any and all changes and updates thereto. In addition, Borrowers and Guarantors hereby assign to Bank all of Borrower's and Guarantor's rights in and to all construction contracts for construction of improvements in the Project. All construction contracts must be in the form of a fixed price contract.

(c) If required by the City of Portland, to notify or cause all contractors or subcontractors to notify the City's Public Works Director in writing at least five (5) days prior to commencing any construction and to notify the City Public Works Director in compliance with the City's required inspection schedule and to obtain the City's approval in writing as each item of road

construction or other improvements are completed; and to generally comply with the City's inspection schedule and other conditions and requirements concerning the Project.

(d) To furnish Bank, upon its request, executed copies of all construction contracts and subcontracts, change orders, invoices, bonds, estimates with respect to said construction, and also upon its request to give sworn statements setting forth names of contractors, subcontractors, and all others furnishing labor, materials and services to said construction, including amounts due, amounts paid and total contract prices; and without Bank's prior written consent, Borrower and Guarantor agree not to change or alter any such contract or the Plans or Specifications.

(e) To keep the Premises free from recorded mechanics' liens, other liens and claims of record; to keep any buildings on the Premises in good repair and insured against loss by fire and other casualty to an amount and by such companies as shall be satisfactory to Bank, and to maintain such insurance for the benefit of and first payable in case of loss to Bank; to maintain comprehensive general liability, flood, builder's risk and worker's compensation insurance; in case of insured loss, Bank shall disburse or dispose on the insurance proceeds in accordance with the terms of any mortgage the Bank holds on the Premises.

(f) To furnish waivers of liens or claims upon the Premises and such other surveys, releases and assurances as Bank may deem necessary or may request for its protection, including surety or other bonds and assurances of performance and payment by Borrower, Guarantor and any contractors; also, to pay for such additional engineering or architectural studies and reports as Bank, in its judgment, may require as a result of its periodic inspections of the Project in order to provide assurance that the construction is proceeding in accordance with the Plans and Specifications, all applicable requirements of any governmental authority, sound engineering and architectural principles and commonly accepted safety standards.

(g) To keep the premises free from recorded mechanic's lien notices, mechanic's lien claims or other encumbrances, it being understood that if any title defects, encumbrances or liens arise with respect to the Premises, any such occurrence shall constitute a breach or default herein by Borrowers and/or Guarantors.

(h) To allow Bank, its contractors, agents and employees, to enter and inspect the Project and the Premises at all reasonable times, with all necessary equipment, which inspections Borrowers and Guarantors acknowledge are for the sole benefit of Bank as lender.

(i) To pay all indebtedness and comply with all terms and conditions set forth in this Agreement or in the Note, the Assignment, and the Commitment Letter or any other agreement(s) between the parties hereto, or any other documents, instruments or agreements executed and delivered by the Borrower and/or Guarantor in connection herewith or as security for the Note (the "Loan Documents").

3. Bank agrees by acceptance of this Agreement and of all of the Loan Documents, and provided neither Borrower nor Guarantor is in default of any obligations pursuant to the Loan from the Bank, and upon delivery to Bank of Borrowers' requisition supported by approved

requisitions for payment of the Subcontractors to the Contractor for the construction of the Improvements, to lend and advance to Borrowers an amount sufficient to pay such requisitions, subject to the covenants and provisions of this Agreement, which shall not be disbursed more frequent than twice each calendar month unless Bank otherwise agrees, as construction progresses in accordance with the Plans and Specifications, upon the Bank's receipt of the following: (1) approval by the City of Portland; (2) evidence that there are no mechanic's liens or other liens upon the Project other than those approved by Bank; (3) invoices and completed requisition forms; (4) mechanic's lien waivers of subcontractors for services and materials already provided; and (5) any other documents Bank may reasonably require. All advances for such Project shall be used exclusively for the construction of the Improvements upon the Premises. Such advances shall be made within five (5) days after the above is received by the Bank and each such advance shall not exceed the construction costs then approved by Bank after its examination of the stage of completion. Such advances of the loan may be made, at discretion of Bank, directly to Borrowers and/or Guarantors, or if necessary in the reasonable judgment of Bank to preserve or protect its interest in the Premises, to any contractor, subcontractor, materialman, or other person or entity providing labor, services, or materials, or jointly to two or more of them. Bank, at its sole discretion, may waive all or part of said retainage from time to time and upon any periodic inspection. Borrowers and Guarantors agree to use all advances to pay for construction costs so approved, and shall hold such proceeds in trust for such purposes.

4. Borrowers, Guarantors and every other party liable herefor or liable for the obligations of Borrowers under the Note or any other of the Loan Documents, whether co-borrower, endorser, guarantor or successor in interest, hereby, jointly and severally, guarantee prompt completion in a good and workmanlike manner, in accordance with the Plans and Specifications and the terms and conditions of this Agreement, of each and every Improvement for which loan proceeds are advanced, whether or not the amounts so advanced are sufficient to fund the cost of completion of such Improvement.

5. Bank, at its election, may employ an independent construction manager or construction consultant for the purpose of reviewing the Plans and Specifications, approving the line item budget as defined below and inspecting and approving the project/construction plans, contracts completion progress, and change orders. The cost of such manager or consultant shall be paid by Borrowers and Borrowers agree to cooperate with any such manager or consultant at all times.

6. Borrowers agree to prepare and submit to Bank for approval a comprehensive line item construction budget (the "budgets") for the Improvements to be constructed. Borrowers likewise agrees to periodically update each budget at least as often as disbursements are made by Bank. The budgets shall at all times reflect that the values of the remaining construction and improvements to be completed are equal to or less than the remaining undisbursed funds. In the event the budgets do not reflect that the undisbursed funds will be sufficient to complete the Project, the Borrowers and/or Guarantors shall place in escrow an amount equal to the excess amount needed to complete the Project, as determined by the Bank, and the Bank shall have the right to apply such escrowed funds as it deems appropriate, and shall not be obligated to disburse any amounts on the Note until the budgets reflect that the remaining principal to be disbursed is sufficient to complete construction.

7. Borrowers, Guarantors and Bank agree that this Agreement is primarily one between Borrowers, Guarantors and Bank; and if at any time before the entire loan has been advanced the interest of Borrowers in the Premises shall pass from Borrowers, voluntarily or involuntarily, or should either of the Borrowers and/or Guarantors be adjudicated bankrupt or insolvent, or if any court action affecting any part of the loan remaining to be advanced is pending, or if the Improvements on the Premises shall be substantially damaged in any manner, or if either of the Borrowers and/or Guarantors shall have violated or failed to perform or cause to be performed any of the provisions in this Agreement, the Commitment Letter, the Note, the Assignment, or any other of the Loan Documents, Bank shall not be required to advance any part of the remainder of the loan, and, if such violations shall not have been cured to Bank's satisfaction within thirty (30) days after giving written notice thereof to Borrowers, Bank may, at its option, terminate this Agreement.

No creditor of either of the Borrowers, Guarantors, and/or any other person, entity or court shall have any claim upon the unadvanced remainder of the Loan, and Bank shall in no case be a trustee or fiduciary for anyone with respect thereto.

Provided, however, that any one or more of such conditions precedent or any other requirement hereof may be waived at any time by Bank, but no such waiver shall be construed as a right to subsequent waiver of the same provisions or condition. If Bank elects not to terminate this Agreement, it may enter into possession of the Premises and perform, or cause to be performed, any and all work and labor necessary to complete the Improvements substantially according to the Plans and Specifications, may purchase, or cause to be purchased, building and other materials for such purposes all as hereinafter set forth. For these purposes Borrowers and Guarantors hereby constitute and appoint Bank their true and lawful attorney-in-fact, with full power of substitution, in respect of the Premises, to complete the Project and Borrowers and Guarantors hereby empower said attorney as follows:

(a) to use any funds of either of the Borrowers and/or Guarantors including any balance that may be held in escrow and any loan proceeds which may remain unadvanced hereunder for the purpose of completing the Project substantially in the manner called for by the Plans and Specifications, and if such unadvanced loan proceeds and other funds of either of the Borrowers and/or Guarantors are insufficient therefor, then Bank is hereby authorized by Borrowers and Guarantors, if Bank so elects in its sole discretion, to advance additional funds which may be required, in the sole judgment of Bank, to finance completion of such construction, and all of such additional funds so advanced, together with interest thereon at the rate of interest per annum that is one percent (1%) greater than the interest rate per annum required by the Note shall be secured by the Loan Documents as necessary to protect the security thereof, and Borrowers and Guarantors agree to repay to Bank such additional sums with such interest thereon on demand by Bank;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes;

(d) to pay, settle or compromise all existing bills and claims which may be liens against the Premises, or as may be necessary or desirable for the completion of the Project or for clearance of title;

(e) to execute all applications and certificates in the name of Borrowers and/or Guarantors which may be required by any of the contract documents;

(f) to prosecute and defend all actions or proceedings in connection with the Premises or the construction of the Project and to take such action and require such performance as it deems necessary under any applicable bond or guaranty of completion;

(g) to take over and use all or any part of the labor, materials, supplies and under equipment contracted for, owned by, or under control of either of the Borrowers and/or Guarantors whether or not previously incorporated into the Project; and

(h) to do any and every act with respect to construction or completion of the Project or the closing of any permanent financing which Borrowers and/or Guarantors might do in their own behalf, including, without limitation, execution, acknowledgment, and delivery of all instruments, documents and papers in the name of Borrowers and/or Guarantors as may be necessary or desirable in the sole discretion of Bank.

It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked.

Borrowers and Guarantors hereby assign and quitclaim to Bank all sums unadvanced under the Note and any sums held in escrow conditioned upon the use of said sums for the completion of the Project, such assignment to become effective only in case of either of the Borrowers' and/or Guarantors' default, or the default of any other party liable therefor, and also hereby assigns all of each of the Borrowers' and Guarantors' right, title and interest in all contracts, now or hereafter existing, for such construction to Bank for the purpose of completing the Project.

8. It is understood between the parties hereto that Borrowers selected all architects, engineers, contractors, subcontractors, materialmen, as well as all others furnishing services or materials to the Project, and Bank has and shall have no responsibility whatsoever for them or for the quality of their materials or workmanship, it being understood that Bank's sole function is that of lender and the only consideration passing from Bank to the Borrowers are the loan proceeds in accordance with and subject to the terms of this Agreement. It is also agreed that Borrowers and Guarantors shall have no right to rely on any procedures required by Bank herein, such procedures being for the protection of Bank as lender and no one else. Borrowers and Guarantors hereby agree to hold and save Bank harmless and indemnify it against and from claims, of any kind, of any person, including, but without limiting, the generality of the foregoing, employees of either of the Borrowers and/or Guarantors, any contractor constructing the improvements and the employees of any such contractor, any tenant of either of the Borrowers and/or Guarantors, any subtenant or concessionaire of any such tenant, and the employees and business invitees of any such tenant, subtenant or concessionaire, or any guarantor arising from or out of the construction, use, occupancy, or possession of the improvements in accordance with the Plans and Specifications.

9. In the event any obligation or portion of this Agreement is determined to be invalid, unenforceable or void under law, it shall not affect the validity or enforceability of the remaining obligations or portions hereof.

10. This Agreement shall be construed in accordance with the laws of the State of Maine.

11. All the foregoing promises and agreements shall be the joint and several obligations of the undersigned and shall bind and inure to the benefit of the undersigned, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Gary Bogd
Witness

to
Witness

all
Witness

Witness

Witness

Witness

John R. Watson, Trustee
John R. Watson, Trustee

John J. Bush, Jr., Trustee
John J. Bush, Jr., Trustee

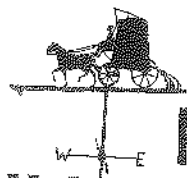
John R. Watson
John R. Watson, individually
Guarantor

John J. Bush, Jr.
John J. Bush, Jr., individually
Guarantor

Thomas E. Watson
Thomas E. Watson, individually
Guarantor

BATH SAVINGS INSTITUTION

By: Suzanne Umland
Suzanne Umland
Its Assistant Vice President



Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961
FAX (207) 761-8307
www.pwd.org

November 19, 1999

Mr. Bill Needleman
City of Portland Planning Department
389 Congress Street
Portland, Maine 04101

Re: Building Rehabilitation on Maine Wharf, 68-72 Commercial Street

Dear Bill:

The Portland Water District has a 12" water main in Commercial, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 101 psi; residual pressure 52 psi; with a flow of 1210 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands. **Please notify your plumber of these results so that they can design your system to best fit the available pressure.**

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

cc: William Nemmers

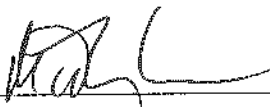
WARRANTY DEED

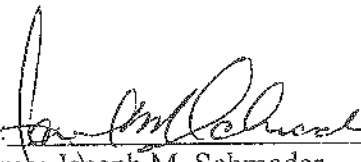
On this 16th day of July, 1999, MAINE WHARF ASSOCIATES, a Maine limited partnership, for consideration paid, grants to JOHN R. WATSON and JOHN J. BUSH, JR., as Trustees for the Point East Trust, County of Cumberland and State of Maine, whose mailing address is 288 State ST., Portland, Maine 04101 with WARRANTY COVENANTS, certain lands with buildings, and other improvements, if any, erected thereon, known as the Maine Wharf and situated at 72 Commercial Street in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Joseph M. Schmader, the General Partner of Maine Wharf Associates, hereunto duly authorized, as of the day and year first above written.

WITNESS:

MAINE WHARF ASSOCIATES




By: 
Name: Joseph M. Schmader
Title: Its General Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

June , 1999

Personally appeared Joseph M. Schmader, the General Partner of Maine Wharf Associates and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the limited partnership.

Before me,



Notary Public/
Attorney-at-Law
Print Name: Michael Kaph, Esq.
Commission Expires: _____
(Affix Notarial Seal)

CONSTRUCTION LOAN AGREEMENT

AGREEMENT is made this 16th day of June, 1999, by and between JOHN R. WATSON and JOHN J. BUSH, JR., TRUSTEES OF POINT EAST TRUST under Declaration of Trust dated September 2, 1987, with a mailing address of c/o Thomas E. Watson, 242 Brackett Street, Portland, Maine 04102 (collectively the "Borrowers"), and THOMAS E. WATSON, an individual with a mailing address of 242 Brackett Street, Portland, Maine 04102, JOHN R. WATSON, an individual with a mailing address of P.O. Box 807, York Harbor, Maine 03911, and JOHN J. BUSH, JR., an individual with a mailing address of 21 Fox Hill Road, Chatham, MA 02633 (collectively the "Guarantors") and BATH SAVINGS INSTITUTION, a Maine banking corporation with a mailing address of 105 Front Street, P.O. Box 548, Bath, Maine, 04530 (hereinafter the "Bank").

1. Borrowers have given to Bank contemporaneously herewith a certain [REDACTED] Dollar [REDACTED] Promissory Note (the "Note"), which Note is guaranteed by the Guarantors. The Note is secured in part by a Mortgage and Security Agreement given by Borrowers to the Bank of even date herewith (the "Mortgage") which describes real estate, with all the buildings and appurtenances now or hereafter located thereon, situated or hereafter to be situated in the City of Portland, County of Cumberland and State of Maine and known as Maine Wharf (herein the "Premises"). The proceeds of said Note shall be used for the construction of roadways, utilities and other improvements (the "Improvements") upon the Premises (herein the "Project").

2. In consideration for periodic advances of the proceeds of the Note in accordance with the terms hereof, and the terms and conditions of a certain Commitment Letter (the "Commitment Letter") issued by Bank to Borrowers, dated March 11, 1999, as amended (herein the "Loan"), Borrowers and Guarantors, jointly and severally, agree as follows:

(a) To proceed immediately with the construction of the Improvements according to the specifications, plans, drawings as developed for, submitted to and approved by the City of Portland, the Department of Environmental Protection (if applicable) and the Bank, and the terms and conditions of the permits and approvals for the Project and as are shown on the plans, specifications, and drawings for the Project (the "Plans and Specifications"). All such construction shall be in accordance with the Plans and Specifications, the permits and approvals and with all Federal, State and local building and zoning laws, ordinances and restrictions. Borrowers and Guarantors shall substantially complete the construction without undue delay and in a timely fashion.

(b) To provide Bank all Plans and Specifications, including any and all changes and updates thereto. In addition, Borrowers and Guarantors hereby assign to Bank all of Borrower's and Guarantor's rights in and to all construction contracts for construction of improvements in the Project. All construction contracts must be in the form of a fixed price contract.

(c) If required by the City of Portland, to notify or cause all contractors or subcontractors to notify the City's Public Works Director in writing at least five (5) days prior to commencing any construction and to notify the City Public Works Director in compliance with the City's required inspection schedule and to obtain the City's approval in writing as each item of road

construction or other improvements are completed; and to generally comply with the City's inspection schedule and other conditions and requirements concerning the Project.

(d) To furnish Bank, upon its request, executed copies of all construction contracts and subcontracts, change orders, invoices, bonds, estimates with respect to said construction, and also upon its request to give sworn statements setting forth names of contractors, subcontractors, and all others furnishing labor, materials and services to said construction, including amounts due, amounts paid and total contract prices; and without Bank's prior written consent, Borrower and Guarantor agree not to change or alter any such contract or the Plans or Specifications.

(e) To keep the Premises free from recorded mechanics' liens, other liens and claims of record; to keep any buildings on the Premises in good repair and insured against loss by fire and other casualty to an amount and by such companies as shall be satisfactory to Bank, and to maintain such insurance for the benefit of and first payable in case of loss to Bank; to maintain comprehensive general liability, flood, builder's risk and worker's compensation insurance; in case of insured loss, Bank shall disburse or dispose on the insurance proceeds in accordance with the terms of any mortgage the Bank holds on the Premises.

(f) To furnish waivers of liens or claims upon the Premises and such other surveys, releases and assurances as Bank may deem necessary or may request for its protection, including surety or other bonds and assurances of performance and payment by Borrower, Guarantor and any contractors; also, to pay for such additional engineering or architectural studies and reports as Bank, in its judgment, may require as a result of its periodic inspections of the Project in order to provide assurance that the construction is proceeding in accordance with the Plans and Specifications, all applicable requirements of any governmental authority, sound engineering and architectural principles and commonly accepted safety standards.

(g) To keep the premises free from recorded mechanic's lien notices, mechanic's lien claims or other encumbrances, it being understood that if any title defects, encumbrances or liens arise with respect to the Premises, any such occurrence shall constitute a breach or default herein by Borrowers and/or Guarantors.

(h) To allow Bank, its contractors, agents and employees, to enter and inspect the Project and the Premises at all reasonable times, with all necessary equipment, which inspections Borrowers and Guarantors acknowledge are for the sole benefit of Bank as lender.

(i) To pay all indebtedness and comply with all terms and conditions set forth in this Agreement or in the Note, the Assignment, and the Commitment Letter or any other agreement(s) between the parties hereto, or any other documents, instruments or agreements executed and delivered by the Borrower and/or Guarantor in connection herewith or as security for the Note (the "Loan Documents").

3. Bank agrees by acceptance of this Agreement and of all of the Loan Documents, and provided neither Borrower nor Guarantor is in default of any obligations pursuant to the Loan from the Bank, and upon delivery to Bank of Borrowers' requisition supported by approved

requisitions for payment of the Subcontractors to the Contractor for the construction of the Improvements, to lend and advance to Borrowers an amount sufficient to pay such requisitions, subject to the covenants and provisions of this Agreement, which shall not be disbursed more frequent than twice each calendar month unless Bank otherwise agrees, as construction progresses in accordance with the Plans and Specifications, upon the Bank's receipt of the following: (1) approval by the City of Portland; (2) evidence that there are no mechanic's liens or other liens upon the Project other than those approved by Bank; (3) invoices and completed requisition forms; (4) mechanic's lien waivers of subcontractors for services and materials already provided; and (5) any other documents Bank may reasonably require. All advances for such Project shall be used exclusively for the construction of the Improvements upon the Premises. Such advances shall be made within five (5) days after the above is received by the Bank and each such advance shall not exceed the construction costs then approved by Bank after its examination of the stage of completion. Such advances of the loan may be made, at discretion of Bank, directly to Borrowers and/or Guarantors, or if necessary in the reasonable judgment of Bank to preserve or protect its interest in the Premises, to any contractor, subcontractor, materialman, or other person or entity providing labor, services, or materials, or jointly to two or more of them. Bank, at its sole discretion, may waive all or part of said retainage from time to time and upon any periodic inspection. Borrowers and Guarantors agree to use all advances to pay for construction costs so approved, and shall hold such proceeds in trust for such purposes.

4. Borrowers, Guarantors and every other party liable herefor or liable for the obligations of Borrowers under the Note or any other of the Loan Documents, whether co-borrower, endorser, guarantor or successor in interest, hereby, jointly and severally, guarantee prompt completion in a good and workmanlike manner, in accordance with the Plans and Specifications and the terms and conditions of this Agreement, of each and every Improvement for which loan proceeds are advanced, whether or not the amounts so advanced are sufficient to fund the cost of completion of such Improvement.

5. Bank, at its election, may employ an independent construction manager or construction consultant for the purpose of reviewing the Plans and Specifications, approving the line item budget as defined below and inspecting and approving the project/construction plans, contracts completion progress, and change orders. The cost of such manager or consultant shall be paid by Borrowers and Borrowers agree to cooperate with any such manager or consultant at all times.

6. Borrowers agree to prepare and submit to Bank for approval a comprehensive line item construction budget (the "budgets") for the Improvements to be constructed. Borrowers likewise agrees to periodically update each budget at least as often as disbursements are made by Bank. The budgets shall at all times reflect that the values of the remaining construction and improvements to be completed are equal to or less than the remaining undisbursed funds. In the event the budgets do not reflect that the undisbursed funds will be sufficient to complete the Project, the Borrowers and/or Guarantors shall place in escrow an amount equal to the excess amount needed to complete the Project, as determined by the Bank, and the Bank shall have the right to apply such escrowed funds as it deems appropriate, and shall not be obligated to disburse any amounts on the Note until the budgets reflect that the remaining principal to be disbursed is sufficient to complete construction.

7. Borrowers, Guarantors and Bank agree that this Agreement is primarily one between Borrowers, Guarantors and Bank; and if at any time before the entire loan has been advanced the interest of Borrowers in the Premises shall pass from Borrowers, voluntarily or involuntarily, or should either of the Borrowers and/or Guarantors be adjudicated bankrupt or insolvent, or if any court action affecting any part of the loan remaining to be advanced is pending, or if the Improvements on the Premises shall be substantially damaged in any manner, or if either of the Borrowers and/or Guarantors shall have violated or failed to perform or cause to be performed any of the provisions in this Agreement, the Commitment Letter, the Note, the Assignment, or any other of the Loan Documents, Bank shall not be required to advance any part of the remainder of the loan, and, if such violations shall not have been cured to Bank's satisfaction within thirty (30) days after giving written notice thereof to Borrowers, Bank may, at its option, terminate this Agreement.

No creditor of either of the Borrowers, Guarantors, and/or any other person, entity or court shall have any claim upon the unadvanced remainder of the Loan, and Bank shall in no case be a trustee or fiduciary for anyone with respect thereto.

Provided, however, that any one or more of such conditions precedent or any other requirement hereof may be waived at any time by Bank, but no such waiver shall be construed as a right to subsequent waiver of the same provisions or condition. If Bank elects not to terminate this Agreement, it may enter into possession of the Premises and perform, or cause to be performed, any and all work and labor necessary to complete the Improvements substantially according to the Plans and Specifications, may purchase, or cause to be purchased, building and other materials for such purposes all as hereinafter set forth. For these purposes Borrowers and Guarantors hereby constitute and appoint Bank their true and lawful attorney-in-fact, with full power of substitution, in respect of the Premises, to complete the Project and Borrowers and Guarantors hereby empower said attorney as follows:

(a) to use any funds of either of the Borrowers and/or Guarantors including any balance that may be held in escrow and any loan proceeds which may remain unadvanced hereunder for the purpose of completing the Project substantially in the manner called for by the Plans and Specifications, and if such unadvanced loan proceeds and other funds of either of the Borrowers and/or Guarantors are insufficient therefor, then Bank is hereby authorized by Borrowers and Guarantors, if Bank so elects in its sole discretion, to advance additional funds which may be required, in the sole judgment of Bank, to finance completion of such construction, and all of such additional funds so advanced, together with interest thereon at the rate of interest per annum that is one percent (1%) greater than the interest rate per annum required by the Note shall be secured by the Loan Documents as necessary to protect the security thereof, and Borrowers and Guarantors agree to repay to Bank such additional sums with such interest thereon on demand by Bank;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes;

(d) to pay, settle or compromise all existing bills and claims which may be liens against the Premises, or as may be necessary or desirable for the completion of the Project or for clearance of title;

(e) to execute all applications and certificates in the name of Borrowers and/or Guarantors which may be required by any of the contract documents;

(f) to prosecute and defend all actions or proceedings in connection with the Premises or the construction of the Project and to take such action and require such performance as it deems necessary under any applicable bond or guaranty of completion;

(g) to take over and use all or any part of the labor, materials, supplies and under equipment contracted for, owned by, or under control of either of the Borrowers and/or Guarantors whether or not previously incorporated into the Project; and

(h) to do any and every act with respect to construction or completion of the Project or the closing of any permanent financing which Borrowers and/or Guarantors might do in their own behalf, including, without limitation, execution, acknowledgment, and delivery of all instruments, documents and papers in the name of Borrowers and/or Guarantors as may be necessary or desirable in the sole discretion of Bank.

It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked.

Borrowers and Guarantors hereby assign and quitclaim to Bank all sums unadvanced under the Note and any sums held in escrow conditioned upon the use of said sums for the completion of the Project, such assignment to become effective only in case of either of the Borrowers' and/or Guarantors' default, or the default of any other party liable therefor, and also hereby assigns all of each of the Borrowers' and Guarantors' right, title and interest in all contracts, now or hereafter existing, for such construction to Bank for the purpose of completing the Project.

8. It is understood between the parties hereto that Borrowers selected all architects, engineers, contractors, subcontractors, materialmen, as well as all others furnishing services or materials to the Project, and Bank has and shall have no responsibility whatsoever for them or for the quality of their materials or workmanship, it being understood that Bank's sole function is that of lender and the only consideration passing from Bank to the Borrowers are the loan proceeds in accordance with and subject to the terms of this Agreement. It is also agreed that Borrowers and Guarantors shall have no right to rely on any procedures required by Bank herein, such procedures being for the protection of Bank as lender and no one else. Borrowers and Guarantors hereby agree to hold and save Bank harmless and indemnify it against and from claims, of any kind, of any person, including, but without limiting, the generality of the foregoing, employees of either of the Borrowers and/or Guarantors, any contractor constructing the improvements and the employees of any such contractor, any tenant of either of the Borrowers and/or Guarantors, any subtenant or concessionaire of any such tenant, and the employees and business invitees of any such tenant, subtenant or concessionaire, or any guarantor arising from or out of the construction, use, occupancy, or possession of the improvements in accordance with the Plans and Specifications.

9. In the event any obligation or portion of this Agreement is determined to be invalid, unenforceable or void under law, it shall not affect the validity or enforceability of the remaining obligations or portions hereof.

10. This Agreement shall be construed in accordance with the laws of the State of Maine.

11. All the foregoing promises and agreements shall be the joint and several obligations of the undersigned and shall bind and inure to the benefit of the undersigned, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Gary 1080
Witness

to
Witness

all
Witness

Witness

Witness

Witness

John R. Watson, Trustee
John R. Watson, Trustee

John J. Bush, Jr., Trustee
John J. Bush, Jr., Trustee

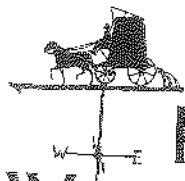
John R. Watson
John R. Watson, individually
Guarantor

John J. Bush, Jr., individually
John J. Bush, Jr., individually
Guarantor

Thomas E. Watson
Thomas E. Watson, individually
Guarantor

BATH SAVINGS INSTITUTION

By: Suzanne Umland
Suzanne Umland
Its Assistant Vice President



Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961
FAX (207) 761-8307
www.pwd.org

November 19, 1999

Mr. Bill Needleman
City of Portland Planning Department
389 Congress Street
Portland, Maine 04101

Re: Building Rehabilitation on Maine Wharf, 68-72 Commercial Street

Dear Bill:

The Portland Water District has a 12" water main in Commercial, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 101 psi; residual pressure 52 psi; with a flow of 1210 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands. **Please notify your plumber of these results so that they can design your system to best fit the available pressure.**

With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

cc: William Nemmers

PLANNING BOARD REPORT 52-99

**STULTZ FLUID POWER
SIDEWALK WAIVER REQUEST
VICINITY OF 190 RAND ROAD
CHIP STULTZ, APPLICANT**

Submitted to:

Portland Planning Board
Portland, Maine

November 23, 1999

I. INTRODUCTION

Stultz Fluid Power, a commercial establishment at 190 Rand Road, is seeking approval for a sidewalk and curb waiver.

On October 28, 1999, the applicant received Planning Authority approval for a 3000 sq. ft. addition to their existing business at 190 Rand Road. Sidewalk and curb does not exist along this section of Rand Road. As required by City Code, design and construction of side walk and curb where none exists was required as part of the Minor Site Plan approval. See Approval Letter, Attachment 1. The applicant appeals this requirement, and asks for a Public Hearing. See Waiver Request Letter, Attachment 2.

85 notices were mailed to area residents and the notice was advertised in the Portland Press Herald.

II. FINDINGS

Zoning: I-M
Land Area : 1.89 acres

III. STAFF REVIEW

Traffic

Rand road is the entrance to the Pine Tree Industrial Parkway and is currently dominated by commercial uses. Plans currently exist to utilize Rand Road as an interchange with the Maine Turnpike. Additionally, the popular Fore River Sanctuary is easily accessible from this section of Rand Road.

Pedestrian Circulation

Currently no sidewalks or curbs exist in this area. With the anticipated development associated with the Turnpike improvements, pedestrian traffic can be anticipated to increase significantly, and vehicular traffic will skyrocket. Additionally, anticipated improvements to pedestrian access along Brighten Avenue will encourage walkers to use Rand Road to visit the Fore River Sanctuary. Staff is concerned for the possibility of pedestrian / vehicle conflicts and encourages sidewalk development in this area.

Waiver Requests

This waiver request has been reviewed by staff for conformance with the applicable standards of the city code. 14-526a(1) of the Site Plan Standards require pedestrian access to and along public rights of way adjacent to properties applying for Site Plan approval. Portland Code 25-96 and 14-506, allow that the Board may alter or waive these requirements if conditions of extraordinary conditions or hardship exist. Additionally, where alternative walking routes and or major road reconstruction has been scheduled the Board may, but need not, consider waivers. See Attachment 5.

Public Works and Planning Staff feel that sidewalk and curb are needed as part of the anticipated changes to Rand Road. The applicant has been given the option of escrowing the funds in anticipation of the Turnpike construction, but requests a waiver as the costs of these improvements are significant; \$15,000 by the applicant's estimates.

IV. MOTIONS FOR THE BOARD TO CONSIDER

Sidewalk Waiver:

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #63-99 the Board finds:

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

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

As a result, the Board does/does not grant the request for a waiver of the requirement for granite curb and sidewalk (for the frontage of Allen Avenue.)

Attachments:

- 1. Approval Letter
- 2. Applicant's Written Statement
- 3. Site Plan
- 4. City Code 25-96
- 5. City Code 14-506(a, b)
- 6. Cost Estimates



CITY OF PORTLAND

October 28, 1999

Patco Construction co., Inc.
475 Main Street
Sanford ME 04073

RE: Building Addition, Rand Road

Dear Sir:

On October 28, 1999 the Portland Planning Authority granted minor site plan approval for a 3,000 sq. ft. Building Addition on Rand Road subject to the following conditions:

1. To the extent feasible, that an esplanade be provided between curb and sidewalk at a width reasonable to the site conditions and to be approved by Public Works.
2. It is recommended that in lieu of construction of the curb and sidewalk, the applicant escrow funds with the City for later construction to be coordinated with the proposed Maine Turnpike Interchange.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

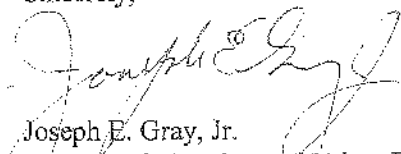
Please note the following provisions and requirements for all site plan approvals:

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

4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator (874-8300 ext. 8722) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,



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

cc: Alexander Jaegerman, Chief Planner
William Needleman, Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Susan Doughty, Assessor's Office
Approval Letter File

Att. 2



Sebago Technics
Engineering & Planning for the Future

November 9, 1999
99444

William Needelman, Planner
City of Portland
389 Congress Street
Portland, ME 04101

Waiver Request, Stultz Fluid Power, Rand Road

Dear Bill:

The Portland Planning Authority granted minor site plan approval for a 3,000 square foot addition to the existing Stultz Fluid Power facility on Rand Road. In accordance with Section 25-96 of the Portland Land Use Code, a proposed sidewalk and curb were shown to be installed along the property frontage along Rand Road. As allowed under Section 14-506(b), this letter represents a request to the Planning Board to waive the requirement for the installation of sidewalk and curb along Rand Road for this project.

We base this waiver request on two factors. First, the site plan of the original building was approved in 1989. That plan did not depict sidewalk and curbing on Rand Road. Additionally, no other sidewalk is located on Rand Road except for the area from Brighton Avenue to the entrance to the shopping center. As such, the requirement for curbs and sidewalks along Rand Road must have been routinely waived during the approval of site plans in this area. Second, it is our understanding that the City and State are proposing to install curbs and sidewalks along Rand Road during the installation of the proposed Turnpike access. As this work is proposed to occur in the near future, it appears unfair to require one landowner to have to pay for these improvements because of a proposed 3,000 square foot building addition, without requiring contributions from the other landowners along Rand Road. Section 14-506(b) specifically allows for a waiver where a street is scheduled for major reconstruction.

We look forward to meeting with the Planning Board at their next regularly scheduled meeting to discuss this waiver request in more detail. In the interim, please call with any questions or if you require additional information. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.

Shawn M. Frank, P.E.
Project Manager

SMF:jc

cc: Dennis Waters, Patco Construction, Inc.

Attachment 2
4.1

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

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

Secs. 25-84—25-95. Reserved.

**ARTICLE VI. SIDEWALK AND CURBING CONSTRUCTION
AND MAINTENANCE**

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

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

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

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

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

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

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

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

§ 25-103

been accepted as the responsibility of the city. Such sidewalk or curbing shall be reconstructed by the city and the cost thereof shall be borne by the city.

(b) Such improvements may be ordered by the council upon the petition of an abutting landowner, and one-half of the cost thereof shall be assessed to such abutting landowner and shall be collected by the city in the manner provided in sections 25-102 and 25-103. (Code 1968, § 705.3; Ord. No. 30-75, § 2, 1-6-75)

Sec. 25-99. Waiver or amendment of requirements.

Except as otherwise provided in section 25-96 or 14-506, the city council may, upon application to it in writing, waive or amend by order the requirements of sidewalks or curbing when it finds that the circumstances in a specific case warrant such waiver or amendment; however, no such order shall be construed as waiving the requirement of cost apportionment, assessment and collection unless expressly stated therein. (Code 1968, § 705.4; Ord. No. 54-76, § 1, 1-19-76; Ord. No. 42-84, § 2, 6-18-84)

Sec. 25-100. Substitution of materials.

The public works authority may permit the substitution of other types of materials for sidewalks or curbing when, in his or her sole and exclusive judgment, he or she finds such substituted materials to be equal to or better than the materials required herein. (Code 1968, § 705.5)

Sec. 25-101. Service ways and curb cuts; sidewalks and curbing not to be removed; exceptions.

The design and location of service ways and curb cuts in sidewalks or curbing shall be as approved by the traffic engineer and the public works authority. No additional service ways or curb cuts and no alterations in existing service ways or curb cuts shall be made without the prior consent of the traffic engineer and public works authority, and no such sidewalk or curbing shall be removed except by the city through its duly authorized agents or as authorized by a permit issued by the public works authority. (Code 1968, § 705.6)

Sec. 25-102. Public works authority authorized to perform work; lien.

The public works authority is authorized in accordance with the provisions of sections 25-96, 25-97 and 25-98, to construct or reconstruct sidewalks or curbing along any accepted street in the city, and the city shall have a lien on that abutting property to which one-half of the expense thereof is properly assessable pursuant to the provisions of sections 25-96, 25-97(b) and 25-98(b). (Code 1968, § 705.7; Ord. No. 30-75, § 3, 1-6-75)

Sec. 25-103. Lien procedure.

The public works authority shall keep an accurate account of the expense of work under this article and shall, as soon as practicable after the completion thereof, make a return showing the location of each such sidewalk or curbing, its length and width, material of which

LAND USE

§ 14-506

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

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

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

Sec. 14-505. Appeals.

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

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

Sec. 14-506. Modifications.

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

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

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

Department of Planning and Urban Development
SUBDIVISION/SITE DEVELOPMENT

Att. C.1

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 10-22-99

Name of Project Stultz Fluid Power

Address/Location Rand Road, Pine Tree Industrial Park

Developer Pates Construction, Inc.

Form of Performance Guarantee Letter of Credit

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

TO BE FILLED OUT BY APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road	-					
Granite Curbing	<u>400 LF</u>	<u>\$ 25 /LF</u>	<u>\$10,000.00</u>			
Sidewalks	<u>320 LF</u>	<u>\$ 5 /LF</u>	<u>\$1600.00</u>			
Esplanades	-					
Monuments	-					
Street Lighting	-					
Other (Associated Grading)	<u>1</u>	<u>LS</u>	<u>\$ 3400.00</u>			
2. SANITARY SEWER						
Manholes	<u>N/A</u>					
Piping						
Connections						
Other						
3. STORM DRAINAGE						
Manholes						
Catchbasins						
Piping						
Detention Basin						
Other (GRADING)	<u>1</u>	<u>LS</u>	<u>\$1500.00</u>			
4. SITE LIGHTING	<u>1</u>	<u>\$500.00</u>	<u>\$500.00</u>			
5. EROSION CONTROL	<u>1</u>	<u>LS</u>	<u>\$1000.00</u>			
6. RECREATION AND OPEN SPACE AMENITIES						

Att. 6.2

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
7. LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	N/A					
8. MISCELLANEOUS	N/A					
TOTAL:	\$18,000.00					
GRAND TOTAL:	\$18,000.00					

INSPECTION FEE (to be filled out by City)

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

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

19990144

I. D. Number

Patco Construction Co. Inc.

Applicant

475 Main Street, Sanford, ME 04073

Applicant's Mailing Address

Shawn M Frank RE, Sebago Tech.

Consultant/Agent

10/6/99

Application Date

Rand Road

Project Name/Description

Rand Rd, Portland, Maine 04103

Address of Proposed Site

255-A-008

Assessor's Reference: Chart-Block-Lot

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply):

☐ Office ☐ Retail ☐ Manufacturing ☐ New Building ☒ Warehouse/Distribution ☒ Building Addition ☐ Change Of Use ☐ Residential ☐ Parking Lot ☐ Other (specify)

3000 sf

1.89 AC

Industrial

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

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

Fees Paid: Site Plan \$400.00 Subdivision Engineer Review Date: 10/6/99

DRC Approval Status:

Reviewer Steve Bushay

- ☒ Approved ☐ Approved w/Conditions see attached ☐ Denied

Approval Date 10/19/99

Approval Expiration

Extension to

☐ Additional Sheets Attached

☐ Condition Compliance signature date

Performance Guarantee

☐ Required*

☐ Not Required

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

- | | | | |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted | date | amount | expiration date |
| <input type="checkbox"/> Inspection Fee Paid | date | amount | |
| <input type="checkbox"/> Building Permit | date | | |
| <input type="checkbox"/> Performance Guarantee Reduced | date | remaining balance | signature |
| <input type="checkbox"/> Temporary Certificate Of Occupancy | date | <input type="checkbox"/> Conditions (See Attached) | |
| <input type="checkbox"/> Final Inspection | date | signature | |
| <input type="checkbox"/> Certificate Of Occupancy | date | | |
| <input type="checkbox"/> Performance Guarantee Released | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | submitted date | amount | expiration date |

SEBAGO TECHNICS, INC.
12 Westbrook Common
P.O. Box 1339
WESTBROOK, ME 04098-1339

LETTER OF TRANSMITTAL

HAND DELIVERED

Phone (207) 856-0277 FAX (207) 856-2206

TO City of Portland
389 Congress Street
Portland, ME 04101

DATE <u>10-14-99</u>	JOB NO. <u>77414</u>
ATTENTION <u>Bill Needleman, Planning</u>	
RE: <u>St. Elizabeths River Road Road</u> <u>Peter Construction</u>	

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

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

COPIES	DATE	NO.	DESCRIPTION
2	10-14	1	Revised Site Plan

THESE ARE TRANSMITTED as checked below:

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

REMARKS Bill is we discussed: 1) 30' Driveway easement added to north side
separately line per Delina - Needleman plan, 2) Bit cost changed to gravel
3) wall post light added. We would like to obtain site plan approval ASAP.
Please call with any questions. Thank you.

COPY TO Steve Bishop, Delina - Needleman

SIGNED: Shawn P. [Signature]

SEBAGO TECHNICS, INC.

12 Westbrook Common
P.O. Box 1339
WESTBROOK, ME 04098-1339

LETTER OF TRANSMITTAL

Phone (207) 856-0277 FAX (207) 856-2206

TO BILL NEEDLEMAN
CITY OF PORTLAND PLANNING

DATE <u>11-17-99</u>	JOB NO. <u>99444</u>
ATTENTION	
RE: <u>STULTZ FLUID POWER</u>	

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

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

COPIES	DATE	NO.	DESCRIPTION
<u>1</u>	<u>10-27-99</u>	<u>C</u>	<u>11x17 OF SITE PLAN</u>

THESE ARE TRANSMITTED as checked below:

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

REMARKS _____

COPY TO _____

SIGNED: WILL CONWAY

Peoples Heritage Bank

One Portland Square

P.O. Box 9540

Portland, ME 04112-9540

1-800-462-3666

Tel: 207-761-8500

Internet: www.peoplesheritage.com

November 10, 1999



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

Re:

\$3,000 Letter of Credit (Our #63239-753)

Dear Mr. Gray:

Peoples Heritage Bank hereby issues its Irrevocable Letter of Credit #63239-753 for the account of Philip E. Stultz, Jr. as developer hereinafter referred to as the Developer, in the name of the City of Portland, Maine (the "City") in the aggregate amount of Three Thousand (\$3,000).

The City, through its Director of Planning and Urban Development, may draw on this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at the Bank's offices located at One Portland Square (3rd floor), Portland, Maine, accompanied by a certificate stating that:

- (1) the Developer has failed to complete by two years from the date of this letter of credit or by expiration date of any temporary certificate of occupancy issued, whichever comes first, at the Developer's expense, the work on the roads and other public improvements as set forth in a certain Schedule of Costs of Public Improvements attached hereto as Exhibit A; or
- (2) the Developer has failed to post the ten percent (10%) Defect Bond or Guarantee required by the Portland City Code Sections 14-501 and 15-525; or
- (3) the Developer has failed to notify the City for inspections.

In the event of the Bank's dishonor of the City of Portland's sight draft, the Bank shall inform the City of Portland in writing of the reason or reasons therefor within three (3) working days of the dishonor.

After all underground work in the public right of way has been completed and inspected to the satisfaction of the Department of Public works, including but not limited to sanitary

sewers, storm drains, catch basins, manholes, electric conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban Development or the City of Portland Director of Finances as provided in Section 14-501 of the Portland City code may authorize the Bank, by written certification, to reduce the available amount of this letter of credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one (1) year each from the current expiration date hereof, or any future expiration date, unless at least sixty (60) days prior to any expiration date, the Bank notifies the Director of Planning and Urban Development by registered or certified mail at the above listed address that the Bank elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by the original Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development reading as follows:

This drawing results from notification that the Bank has elected not to renew its Letter of Credit #63239-753; or

This drawing results from the Developer's failure to timely complete to the satisfaction of the City the public improvements set forth in a certain Schedule of Costs of Public Improvements dated [insert date]; or

This drawing results from the Developer's failure to post a ten percent (20%) Defect Guarantee or Bond as provided in Section 14-501 of the Portland City Code; or

This drawing results from the Developer's failure to notify the City of inspections.


This Letter of Credit will automatically expire upon the earlier of:

1. The Bank's receipt of a written notification from the City of Portland that said work as outlined in a certain Schedule of Costs of Public Improvements attached hereto as Exhibit A between the City of Portland specifications and the Bank's Letter of Credit #63239-753 may be canceled; or
2. The expiration date of **April 15, 2000** or any automatically extended date as specified herein.

Partial drawings are permitted.

We engage with you that drafts under and in compliance with the terms of this credit will be duly honored if presented at our offices at identified above or before two years from the date hereof or any automatically extended date as specified herein.

Very truly yours,
Peoples Heritage Bank

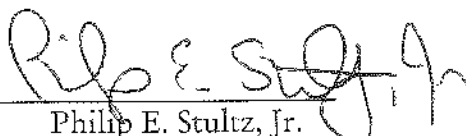
By:  Jonathan M. Campbell
Its: Commercial Loan Officer

The City of Portland has accepted the providing of alternative security for the Developer's obligations to be performed pursuant to Section 14-501 and/or Section 14-525 of the Portland City Code.

Dated: _____

By: _____
Joseph E. Gray, Jr.
Its: Duly Authorized Director of
Planning and Urban Development

Seen and Agreed to:

By: 
Philip E. Stultz, Jr.

Reviewed pursuant to Section 14-501 and/or Section 14-525, Portland City Code.

By: _____
Director of Finance

By: 
Corporation Counsel

Date: _____

Date: 11/12/99

Exhibit A

(A)	Loam & Seeding	\$1,000
(B)	Silt Fence & Erosion Control	\$1,000
(c)	Radius Curbing	\$1,000

SEBAGO TECHNICS, INC.

12 Westbrook Common
P.O. Box 1339
WESTBROOK, ME 04098-1339

LETTER OF TRANSMITTAL*Hand Delivered*

DATE <i>10-28-99</i>	JOB NO. <i>99444</i>
ATTENTION <i>Bill Neelamun Planning Dept.</i>	
RE: <i>Stuffy Fluid Power, Round Road</i>	

Phone (207) 856-0277 FAX (207) 856-2206

TO *City of Portland*
329 Congress Street
Portland, ME 04101

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

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

COPIES	DATE	NO.	DESCRIPTION
<i>7</i>	<i>10-27</i>	<i>1</i>	<i>Revised Site Plan: Stuffy Fluid Power</i>

THESE ARE TRANSMITTED as checked below:

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

REMARKS *Bill, the drainage easement has been revised to 10 Ft wide as discussed. Thank you.*

COPY TO *Dennis Waters Peter Construction*

SIGNED: *[Signature]*

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

Department of Planning and Urban Development
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 10-22-99

Name of Project Stultz Fluid Power

Address/Location Rand Road, Pine Tree Industrial Park

Developer Petco Construction, Inc.

Form of Performance Guarantee Letter of Credit

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

TO BE FILLED OUT BY APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road	-					
Granite Curbing	<u>400 LF</u>	<u>\$ 25 /LF</u>	<u>\$10,000.00</u>			
Sidewalks	<u>320 LF</u>	<u>\$ 5 /LF</u>	<u>\$1,600.00</u>			
Esplanades	-					
Monuments	-					
Street Lighting	-					
Other (<u>Associated Graveling</u>)	<u>1</u>	<u>LS</u>	<u>\$ 3400.00</u>			
2. SANITARY SEWER						
Manholes	<u>N/A</u>					
Piping						
Connections						
Other						
3. STORM DRAINAGE						
Manholes						
Catchbasins						
Piping						
Detention Basin						
Other (<u>GRADING</u>)	<u>1</u>	<u>LS</u>	<u>\$1500.00</u>			
4. SITE LIGHTING	<u>1</u>	<u>\$ 500.00</u>	<u>\$ 500.00</u>			
5. EROSION CONTROL	<u>1</u>	<u>LS</u>	<u>\$ 1000.00</u>			
6. RECREATION AND OPEN SPACE AMENITIES						

<u>Item</u>	<u>PUBLIC</u>			<u>PRIVATE</u>		
	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>
7. LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	<u>N/A</u>					
8. MISCELLANEOUS	<u>N/A</u>					
TOTAL:	<u>\$18,000.00</u>					
GRAND TOTAL:	<u>\$18,000.00</u>					

INSPECTION FEE (to be filled out by City)

	<u>PUBLIC</u>	<u>PRIVATE</u>	<u>TOTAL</u>
A: 1.7% of totals:			
or			
B: Alternative Assessment			
Assessed by:			
	(name)	(name)	

City of Portland Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
207-874-8721 or 207-874-8719
Fax: 207-756-8258

FAX TRANSMISSION COVER SHEET

Date: 11/2/99
To: Shawn Frank
Company: Segado Tech.
Fax #: 950 2206
From: Bill Neesholmen
RE: Rand Road Approval letter

YOU SHOULD RECEIVE 3 PAGE(S),
INCLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
PLEASE CALL 207-874-8721 OR 207-874-8719.



CITY OF PORTLAND

October 28, 1999

Patco Construction co., Inc.
475 Main Street
Sanford ME 04073

RE: Building Addition, Rand Road

Dear Sir:

On October 28, 1999 the Portland Planning Authority granted minor site plan approval for a 3,000 sq. ft. Building Addition on Rand Road subject to the following conditions:

1. To the extent feasible, that an esplanade be provided between curb and sidewalk at a width reasonable to the site conditions and to be approved by Public Works.
2. It is recommended that in lieu of construction of the curb and sidewalk, the applicant escrow funds with the City for later construction to be coordinated with the proposed Maine Turnpike Interchange.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

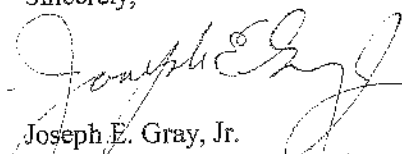
Please note the following provisions and requirements for all site plan approvals:

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

4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator (874-8300 ext. 8722) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,



Joseph E. Gray, Jr.

Director of Planning and Urban Development

cc: Alexander Jaegerman, Chief Planner
William Needleman, Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Susan Doughty, Assessor's Office
Approval Letter File

From: Anthony Lombardo
To: Sarah Hopkins
Subject: Stultz Fluid Power....Rand Road

Attached are review comments and eng. fees \$\$\$.

PUBLIC WORKS ENGINEERING

MEMORANDUM

To: Sarah Hopkins, Senior Planner

From: Anthony Lombardo, P.E., Project Engineer

Date: October 6, 1999

Subject: Stultz Fluid Power....Rand Road

The following comments were generated during Public Works Engineering review of proposed expansion on Rand Road by Stultz Fluid Power:

- The applicant is proposing the installation of bituminous curbing on the frontage of Rand Road. This is not acceptable to Public Works. The City requires the installation of granite curbing within the public right of way.
- Does the existing detention pond have adequate capacity for the additional runoff resulting from the proposed expansion? Applicant needs to provide documentation.
- The City of Portland Public Works is currently in the process of acquiring a drainage easement from the applicant. This easement is a necessary for Public Works to implement drainage improvements within this watershed. Public Works is requesting the applicant grant, to the City, a drainage easement ten (10) feet wide along the northwesterly boundary of their property. The applicant has verbally agreed to grant the City this easement upon receiving Planning Board approval for their project. Public Works is requesting the Planning Board to make the granting of a 10 feet wide drainage easement, along the northwesterly boundary of this site, a condition of the applicant's approval.

Engineer Review and Site Inspection Fee Invoice Worksheet

Address: Stultz Fluid Power.....Rand Road..... DATE: 10/6/99

Engineering Review

To be filled out by Development Review Coordinator and Public Works at time of application.

Planning

of Hours Estimated: (Private Improvements)

Field Work _____

Memos/Corresp. _____

Review/Analysis _____

Meetings/phone calls _____

Total Hours _____ at _____ per hour

Review Fee (Private): \$ _____

Public Works

of Hours Estimated: (Public Improvements)

Field Work 1.0

Memos/Corresp. 1.0

Review/Analysis 2.0

Meetings/phone calls 1.0

Total Hours 5.0 at \$35 per hour

Review Fee (Public): \$ \$175

Development Review Coordinator Signature

Public Works Engineer Signature

Site Inspection

To be filled out by DRC and Public Works at time of Performance Guarantee approval.

Planning

____ Accept 1.7% of Private Improvements P.G.
\$ _____ (dollar amount)

of Hours Estimated:

Field Work _____

Memos/Corresp. _____

Review/Analysis _____

Meetings/phone calls _____

Total Hours _____ at _____ per hour

Alternate Inspection Fee (Private): \$ _____

Public Works

____ Accept 1.7% of Private Improvements P.G.
\$ _____ (dollar amount)

of Hours Estimated:

Field Work _____

Memos/Corresp. _____

Review/Analysis _____

Meetings/phone calls _____

Total Hours _____ at _____ per hour

Alternate Inspection Fee (Public): \$ _____

Development Review Coordinator Signature

Public Works Engineer Signature

SEBAGO TECHNICS, INC.

12 Westbrook Common
P.O. Box 1339
WESTBROOK, ME 04098-1339

LETTER OF TRANSMITTAL*Hand DELIVERED*

DATE <i>10-26-99</i>	JOB NO. <i>99444</i>
ATTENTION <i>Bill Needelman, Planning</i>	
RE: <i>Stultz Motion Industries</i>	
<i>Rand Road, Patux Construction</i>	

Phone (207) 856-0277 FAX (207) 856-2206

TO *City of Portland*
389 Congress Street
Portland, ME

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

- ☐ Shop drawings ☐ Prints ☒ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☒ *Cost Estimate*

COPIES	DATE	NO.	DESCRIPTION
<i>7</i>		<i>1</i>	<i>Site Plan - Bldg Addition - Rand Road</i>
<i>1</i>		<i>2</i>	<i>Catalogue cut of light fixtures</i>
<i>1</i>		<i>2</i>	<i>Performance Guaranteed Cost Estimate</i>

THESE ARE TRANSMITTED as checked below:

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

REMARKS *Bill, please call if you require any additional information.*
Thank you.

COPY TO _____

SIGNED: *Shawn [Signature]*

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

SUNDOWNER™

12

Sundowner is an environmentally friendly luminaire series that delivers a sharp 85-degree light cutoff making it ideal for accentuating a building's form and presence, without the light pollution common to most outdoor lighting.

Sundowner's light-control design meets stringent light trespass code compliances for down lighting, and is available in wattages from 50 to 175 watt.

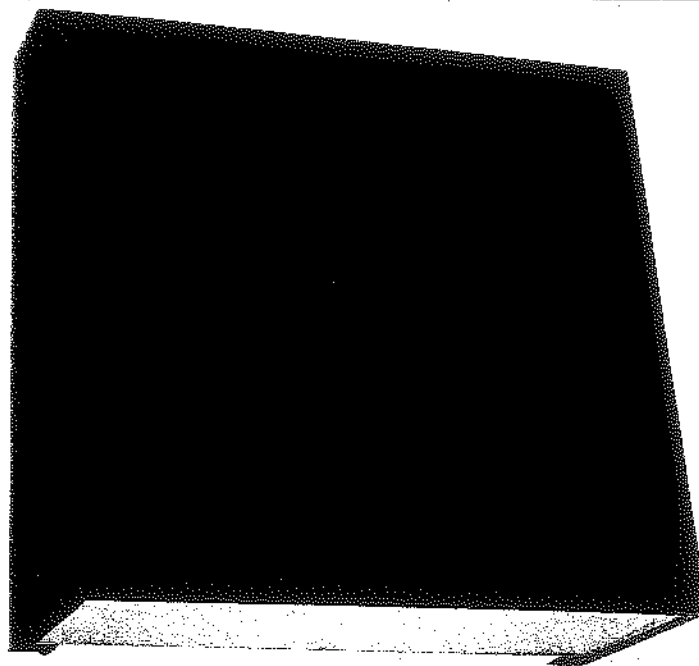
The unique optical system includes a specular aluminum reflector and canopy design that achieves a precise light cutoff and distribution pattern through an etched, 5/32" tempered diffused glass lens.

Design features include a tapered, corrosion resistant aluminum canopy which is Listed for Wet Locations for downlighting.

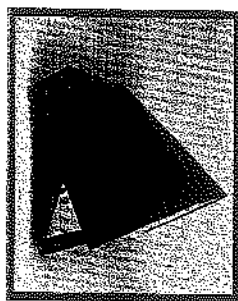
All exterior hardware is stainless steel to resist the elements, and canopy is gasketed to back plate to prevent water entry and minimize infiltration by insects.

Sundowner – a precise answer to precise outdoor lighting needs.

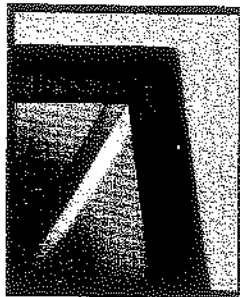
Uplight/Downlight with Minimal Light Trespass



Canopy hinges for lamp or electrical maintenance and easily removes from backplate.



Fixture canopy seals to backplate with quality silicone gasketing.



Diffusing glass lens is silicone sealed in canopy to resist moisture and insect infiltration.



Specifications/Features

GENERAL

- Sharp cutoff, wall mounted HID luminaire suitable for low glare applications and light trespass code compliance.
- Utilizes Metal Halide and High Pressure Sodium HID lamps up to 175W for best design options available.
- Wet location applications.
- Uplight mounting available. (Damp Location)

CONSTRUCTION

- Corrosion resistant .05" low copper content aluminum canopy and back plate finished in baked bronze polyester powder coat.
- Easy one man installation with cast aluminum backplate. Backplate mounts to electrical box with box strap and nipple supplied.
- Canopy hinged and easily removable from back plate; enhances ease of installation and maintenance.
- Specular aluminum reflectors produce front cutoff at 85 degree and S/MH 2.7:1.
- Canopy sealed to back plate with extruded, high temperature, silicone gasket.

- Corrosion resistant stainless steel external hardware.
- 5/32" tempered diffused glass lens silicone sealed to prevent entrance of water, and minimize insect infiltration.
- Canopy secured by two captive stainless steel screws; optional tamper resistant screws.

LISTINGS

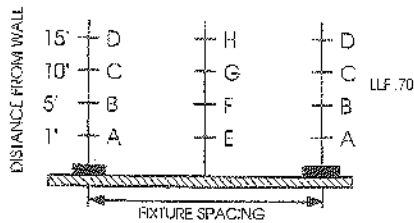
- Listed 1572 Wet location for downlight and damp location for upright versions.

ELECTRICAL

- Standard ballasts are 120V, HPF, maximum 175W medium base HID lamp in vertical position.
- Ground wire attached to backplate for positive grounding and quick installation.
- Optional button type photocell mounts in top of canopy.
- All fixtures are IBEW, Union made to ensure quality.

GUTH
LIGHTING

Photometrics



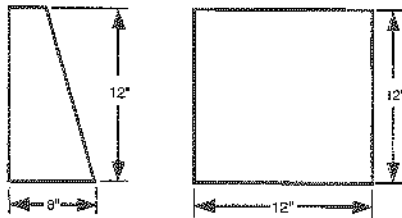
SND 12-100HP-1
Fixture Spacing 15'

	A	B	C	D	E	F	G	H
8'	7.4	10.3	4.5	1.1	13.0	12.4	4.9	1.4
MTG. 10'	6.4	7.9	5.6	2.0	10.7	11.3	6.6	2.3
HEIGHT 12'	5.8	6.4	5.8	2.7	8.4	9.5	7.3	3.2
14'	5.2	5.4	5.7	3.3	6.6	7.7	7.3	3.9

Fixture Spacing 35'

	A	B	C	D	E	F	G	H
8'	4.9	8.5	3.1	.5	1.5	1.4	.9	.4
MTG. 10'	3.3	4.9	3.7	1.0	2.0	2.0	1.2	.8
HEIGHT 12'	2.5	3.1	3.4	1.4	2.4	2.4	1.8	1.1
14'	2.0	2.1	2.9	1.7	2.6	2.5	2.2	1.3

Dimensions



NOTE: 4" minimum clearance from hinge side of fixture for canopy removal.

Sundowner™ 12 Catalog Numbers

CATALOG NUMBER	DESCRIPTION	TOTAL WATTS
SND12-50HP-1	Downlight Version, 50W HPS, 120V	66
SND12-70HP-1	Downlight Version, 70W HPS, 120V	88
SND12-100HP-1	Downlight Version, 100W HPS, 120V	138
SND12-150HP-1	Downlight Version, 150W HPS, 120V	188
SND12-70MH-1	Downlight Version, 70W MH, 120V	95
SND12-100MH-1	Downlight Version, 100W MH, 120V	125
SND12-150MH-1	Downlight Version, 150W MH, 120V	185
SND12-175MH-1	Downlight Version, 175W MH, 120V	215
SNU12-50HP-1	Uplight Version, 50W HPS, 120V	66
SNU12-70HP-1	Uplight Version, 70W HPS, 120V	88
SNU12-100HP-1	Uplight Version, 100W HPS, 120V	138
SNU12-150HP-1	Uplight Version, 150W HPS, 120V	188
SNU12-70MH-1	Uplight Version, 70W MH, 120V	95
SNU12-100MH-1	Uplight Version, 100W MH, 120V	125
SNU12-150MH-1	Uplight Version, 150W MH, 120V	185
SNU12-175MH-1	Uplight Version, 175W MH, 120V	215

Note: All include a Medium Base. 150 W MH units for use with (1) M 107 Venture Lamp only

Accessories

OPTIONS	ADD/CHANGE	EXAMPLE
Units listed for 120volt. For 277V	change last "1" to "2"	SND12-50HP-2
Tamper Resistant Screws	add "/TP"	SND12-50HP-1/TP
Button Photo-electric cell	add "/PEC"	SND12-50HP-1/PEC
Cast Aluminum Outlet Box	add "/CAB"	SND12-50HP-1/CAB
For lamps included	add "/L"	SND12-50HP-1/L
Fixture Fuse	add "/FF"	SND12-50HP-1/FF
Surface wiring collar	add "/OBC"	SND12-50HP-1/OBC
For Quariz Restrike 100 W Maximum	add "/ISL"	SDN 12-50HP-1/ISL

Specifications and data are subject to change without notice. Guth utilizes the services of both U.L. and ETL for listings.

GUTH
A DIVISION OF JJI LIGHTING GROUP, INC.

SEC. F1a

3/95

From: Anthony Lombardo
To: William Needleman
Date: Wed, Oct 27, 1999 7:02 AM
Subject: Re: Stoltz fluid power, rand rd

10' is ok.

>>> William Needleman 10/26 1:17 PM >>>
Tony,

Shawn Frank from Sebago has submitted new drawings for this project showing the drainage easement at 30'. Your memo has stated that 10' is sufficient. Shawn would like to reduce the width to 10", as per your memo. Will 10' be enough?

Bill

SEBAGO TECHNICS, INC.

12 Westbrook Common
P.O. Box 1339
WESTBROOK, ME 04098-1339

Phone (207) 856-0277 FAX (207) 856-2206

LETTER OF TRANSMITTAL

Hand Delivered

DATE <i>10-14-99</i>	JOB NO. <i>79444</i>
ATTENTION <i>Bill Neadman, Planning</i>	
RE: <i>Stultz Fluid Power, Rand Road</i> <i>Peter's Construction</i>	

TO *City of Portland*
389 Congress Street
Portland, ME 04101

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

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

COPIES	DATE	NO.	DESCRIPTION
<i>2</i>	<i>10-14</i>	<i>1</i>	<i>Revised Site Plan</i>

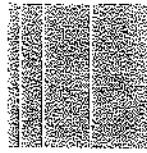
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☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS *Bill has been discussed: 1) 30" Drainage Reservoir added to non-flushy property line per Deluca-Hoffman plan, 2) Bit. curb changed to granite, 3) wall post light added. We would like to obtain site plan approval ASAP. Please call with any questions. Thank you.*

COPY TO: *Steve Bushong, Deluca-Hoffman*

SIGNED: *Shawn W. F.D.*



SebagoTechnics
Engineering & Planning for the Future

September 29, 1999
99444

William Needelman, Planner
City of Portland
389 Congress Street
Portland, ME 04101

Minor Site Plan Application, Stultz Fluid Power, Rand Road, Patco Construction, Inc.

Dear Bill:

On behalf of Patco Construction, Inc. and Stultz Fluid Power, we are pleased to submit seven (7) copies of the enclosed plans for a Minor Site Plan Application. Patco Construction, Inc. proposes to construct a 3,000 square foot addition with associated pavement at the north end of the existing Stultz Fluid Power building located on Rand Road. Pavement will be installed from the edge of the existing parking area to the proposed building. A paved access drive will be installed along the rear of the building to allow for vehicular access to the proposed overhead door. The largest vehicle proposed to utilize this access is a pick-up truck.

The proposed building addition will simply provide additional warehousing area. With the installation of the additional pavement, two new parking spaces are proposed along the building. Grading along the northerly side of the access drive will maintain the previously approved drainage scheme to direct runoff from the developed area to the existing detention basin. All utility services to the building will occur from within the existing building.

In accordance with our discussions, we are showing a sidewalk along Rand Road for the length of the property frontage. We will be requesting a waiver of this sidewalk from the Planning Board subsequent to site plan approval through staff. The location of the proposed sidewalk will require significant regrading in this area due to existing topography, as well as the removal of some significant trees. As this sidewalk would represent the only sidewalk on the easterly side of Rand Road, a waiver of this requirement seems justifiable.

Upon your review of the enclosed plans, please call with any questions or comments, we anticipate making a formal application at the end of this week and would like to include any revisions in accordance with staff meeting review.

September 29, 1999

Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in dark ink, appearing to read "Shawn M. Frank". The signature is fluid and cursive, with the first name "Shawn" and last name "Frank" clearly distinguishable.

Shawn M. Frank, P.E.
Project Manager

SMF:jc

Enc.

cc: Dennis Waters, Patco Construction, Inc.

Planning & Urban Development



CITY OF PORTLAND

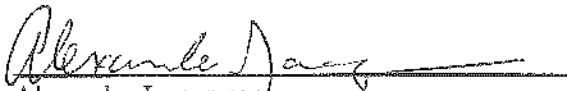
TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Chief Planner
DATE: September 25, 2001
SUBJECT: Request for Reduction in Performance Guarantee
Stultz Fluid Power / 190 Rand Road
ID# 1999-0144 Lead CBL#255-A-008

A request by Phillip E. Stultz, Jr. has been made for a reduction of Letter of Credit Account # 63239-753 for 190 Rand Road.

Original Sum	\$ 3,000.00
Reduction Amount	\$ 3,000.00
Remaining Sum	\$ 0.00

The site work has been completed for over a year, and a defect guarantee is not required.
This is the first reduction for the project.

Approved:


Alexander Jaegerman
Chief Planner

cc: Kandice Talbot, Planner
Development Review Coordinator
Tony Lombardo, Public Works
Code Enforcement

O:\PLAN\CORRESP\DRCP\PERFORM\190RAND1.DOC

Submitted for
11/23/99 PBM

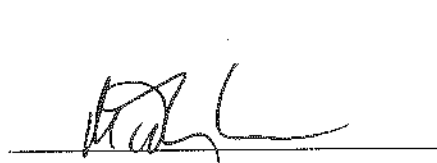
WARRANTY DEED

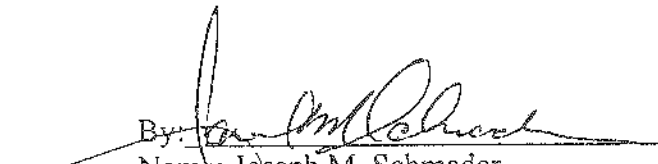
On this 16th day of Jun, 1999, MAINE WHARF ASSOCIATES, a Maine limited partnership, for consideration paid, grants to JOHN R. WATSON and JOHN J. BUSH, JR., as Trustees for the Point East Trust, County of Cumberland and State of Maine, whose mailing address is 288 State ST., Portland, Maine 04101 with WARRANTY COVENANTS, certain lands with buildings, and other improvements, if any, erected thereon, known as the Maine Wharf and situated at 72 Commercial Street in the City of Portland, County of Cumberland and State of Maine, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, this Warranty Deed has been duly executed by Joseph M. Schmader, the General Partner of Maine Wharf Associates, hereunto duly authorized, as of the day and year first above written.

WITNESS:

MAINE WHARF ASSOCIATES



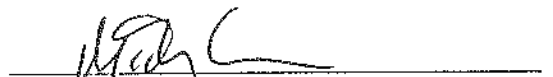
By: 
Name: Joseph M. Schmader
Title: Its General Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

June , 1999

Personally appeared Joseph M. Schmader, the General Partner of Maine Wharf Associates and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of the limited partnership.

Before me,


Notary Public
Attorney-at-Law
Print Name: Michael Kaph, Esq.
Commission Expires: _____
(Affix Notarial Seal)

CONSTRUCTION LOAN AGREEMENT

AGREEMENT is made this 16th day of June, 1999, by and between JOHN R. WATSON and JOHN J. BUSH, JR., TRUSTEES OF POINT EAST TRUST under Declaration of Trust dated September 2, 1987, with a mailing address of c/o Thomas E. Watson, 242 Brackett Street, Portland, Maine 04102 (collectively the "Borrowers"), and THOMAS E. WATSON, an individual with a mailing address of 242 Brackett Street, Portland, Maine 04102, JOHN R. WATSON, an individual with a mailing address of P.O. Box 807, York Harbor, Maine 03911, and JOHN J. BUSH, JR., an individual with a mailing address of 21 Fox Hill Road, Chatham, MA 02633 (collectively the "Guarantors") and BATH SAVINGS INSTITUTION, a Maine banking corporation with a mailing address of 105 Front Street, P.O. Box 548, Bath, Maine, 04530 (hereinafter the "Bank").

1. Borrowers have given to Bank contemporaneously herewith a certain [REDACTED] Dollar [REDACTED] Promissory Note (the "Note"), which Note is guaranteed by the Guarantors. The Note is secured in part by a Mortgage and Security Agreement given by Borrowers to the Bank of even date herewith (the "Mortgage") which describes real estate, with all the buildings and appurtenances now or hereafter located thereon, situated or hereafter to be situated in the City of Portland, County of Cumberland and State of Maine and known as Maine Wharf (herein the "Premises"). The proceeds of said Note shall be used for the construction of roadways, utilities and other improvements (the "Improvements") upon the Premises (herein the "Project").

2. In consideration for periodic advances of the proceeds of the Note in accordance with the terms hereof, and the terms and conditions of a certain Commitment Letter (the "Commitment Letter") issued by Bank to Borrowers, dated March 11, 1999, as amended (herein the "Loan"), Borrowers and Guarantors, jointly and severally, agree as follows:

(a) To proceed immediately with the construction of the Improvements according to the specifications, plans, drawings as developed for, submitted to and approved by the City of Portland, the Department of Environmental Protection (if applicable) and the Bank, and the terms and conditions of the permits and approvals for the Project and as are shown on the plans, specifications, and drawings for the Project (the "Plans and Specifications"). All such construction shall be in accordance with the Plans and Specifications, the permits and approvals and with all Federal, State and local building and zoning laws, ordinances and restrictions. Borrowers and Guarantors shall substantially complete the construction without undue delay and in a timely fashion.

(b) To provide Bank all Plans and Specifications, including any and all changes and updates thereto. In addition, Borrowers and Guarantors hereby assign to Bank all of Borrower's and Guarantor's rights in and to all construction contracts for construction of improvements in the Project. All construction contracts must be in the form of a fixed price contract.

(c) If required by the City of Portland, to notify or cause all contractors or subcontractors to notify the City's Public Works Director in writing at least five (5) days prior to commencing any construction and to notify the City Public Works Director in compliance with the City's required inspection schedule and to obtain the City's approval in writing as each item of road

construction or other improvements are completed; and to generally comply with the City's inspection schedule and other conditions and requirements concerning the Project.

(d) To furnish Bank, upon its request, executed copies of all construction contracts and subcontracts, change orders, invoices, bonds, estimates with respect to said construction, and also upon its request to give sworn statements setting forth names of contractors, subcontractors, and all others furnishing labor, materials and services to said construction, including amounts due, amounts paid and total contract prices; and without Bank's prior written consent, Borrower and Guarantor agree not to change or alter any such contract or the Plans or Specifications.

(e) To keep the Premises free from recorded mechanics' liens, other liens and claims of record; to keep any buildings on the Premises in good repair and insured against loss by fire and other casualty to an amount and by such companies as shall be satisfactory to Bank, and to maintain such insurance for the benefit of and first payable in case of loss to Bank; to maintain comprehensive general liability, flood, builder's risk and worker's compensation insurance; in case of insured loss, Bank shall disburse or dispose on the insurance proceeds in accordance with the terms of any mortgage the Bank holds on the Premises.

(f) To furnish waivers of liens or claims upon the Premises and such other surveys, releases and assurances as Bank may deem necessary or may request for its protection, including surety or other bonds and assurances of performance and payment by Borrower, Guarantor and any contractors; also, to pay for such additional engineering or architectural studies and reports as Bank, in its judgment, may require as a result of its periodic inspections of the Project in order to provide assurance that the construction is proceeding in accordance with the Plans and Specifications, all applicable requirements of any governmental authority, sound engineering and architectural principles and commonly accepted safety standards.

(g) To keep the premises free from recorded mechanic's lien notices, mechanic's lien claims or other encumbrances, it being understood that if any title defects, encumbrances or liens arise with respect to the Premises, any such occurrence shall constitute a breach or default herein by Borrowers and/or Guarantors.

(h) To allow Bank, its contractors, agents and employees, to enter and inspect the Project and the Premises at all reasonable times, with all necessary equipment, which inspections Borrowers and Guarantors acknowledge are for the sole benefit of Bank as lender.

(i) To pay all indebtedness and comply with all terms and conditions set forth in this Agreement or in the Note, the Assignment, and the Commitment Letter or any other agreement(s) between the parties hereto, or any other documents, instruments or agreements executed and delivered by the Borrower and/or Guarantor in connection herewith or as security for the Note (the "Loan Documents").

3. Bank agrees by acceptance of this Agreement and of all of the Loan Documents, and provided neither Borrower nor Guarantor is in default of any obligations pursuant to the Loan from the Bank, and upon delivery to Bank of Borrowers' requisition supported by approved

requisitions for payment of the Subcontractors to the Contractor for the construction of the Improvements, to lend and advance to Borrowers an amount sufficient to pay such requisitions, subject to the covenants and provisions of this Agreement, which shall not be disbursed more frequent than twice each calendar month unless Bank otherwise agrees, as construction progresses in accordance with the Plans and Specifications, upon the Bank's receipt of the following: (1) approval by the City of Portland; (2) evidence that there are no mechanic's liens or other liens upon the Project other than those approved by Bank; (3) invoices and completed requisition forms; (4) mechanic's lien waivers of subcontractors for services and materials already provided; and (5) any other documents Bank may reasonably require. All advances for such Project shall be used exclusively for the construction of the Improvements upon the Premises. Such advances shall be made within five (5) days after the above is received by the Bank and each such advance shall not exceed the construction costs then approved by Bank after its examination of the stage of completion. Such advances of the loan may be made, at discretion of Bank, directly to Borrowers and/or Guarantors, or if necessary in the reasonable judgment of Bank to preserve or protect its interest in the Premises, to any contractor, subcontractor, materialman, or other person or entity providing labor, services, or materials, or jointly to two or more of them. Bank, at its sole discretion, may waive all or part of said retainage from time to time and upon any periodic inspection. Borrowers and Guarantors agree to use all advances to pay for construction costs so approved, and shall hold such proceeds in trust for such purposes.

4. Borrowers, Guarantors and every other party liable herefor or liable for the obligations of Borrowers under the Note or any other of the Loan Documents, whether co-borrower, endorser, guarantor or successor in interest, hereby, jointly and severally, guarantee prompt completion in a good and workmanlike manner, in accordance with the Plans and Specifications and the terms and conditions of this Agreement, of each and every Improvement for which loan proceeds are advanced, whether or not the amounts so advanced are sufficient to fund the cost of completion of such Improvement.

5. Bank, at its election, may employ an independent construction manager or construction consultant for the purpose of reviewing the Plans and Specifications, approving the line item budget as defined below and inspecting and approving the project/construction plans, contracts completion progress, and change orders. The cost of such manager or consultant shall be paid by Borrowers and Borrowers agree to cooperate with any such manager or consultant at all times.

6. Borrowers agree to prepare and submit to Bank for approval a comprehensive line item construction budget (the "budgets") for the Improvements to be constructed. Borrowers likewise agrees to periodically update each budget at least as often as disbursements are made by Bank. The budgets shall at all times reflect that the values of the remaining construction and improvements to be completed are equal to or less than the remaining undisbursed funds. In the event the budgets do not reflect that the undisbursed funds will be sufficient to complete the Project, the Borrowers and/or Guarantors shall place in escrow an amount equal to the excess amount needed to complete the Project, as determined by the Bank, and the Bank shall have the right to apply such escrowed funds as it deems appropriate, and shall not be obligated to disburse any amounts on the Note until the budgets reflect that the remaining principal to be disbursed is sufficient to complete construction.

7. Borrowers, Guarantors and Bank agree that this Agreement is primarily one between Borrowers, Guarantors and Bank; and if at any time before the entire loan has been advanced the interest of Borrowers in the Premises shall pass from Borrowers, voluntarily or involuntarily, or should either of the Borrowers and/or Guarantors be adjudicated bankrupt or insolvent, or if any court action affecting any part of the loan remaining to be advanced is pending, or if the Improvements on the Premises shall be substantially damaged in any manner, or if either of the Borrowers and/or Guarantors shall have violated or failed to perform or cause to be performed any of the provisions in this Agreement, the Commitment Letter, the Note, the Assignment, or any other of the Loan Documents, Bank shall not be required to advance any part of the remainder of the loan, and, if such violations shall not have been cured to Bank's satisfaction within thirty (30) days after giving written notice thereof to Borrowers, Bank may, at its option, terminate this Agreement.

No creditor of either of the Borrowers, Guarantors, and/or any other person, entity or court shall have any claim upon the unadvanced remainder of the Loan, and Bank shall in no case be a trustee or fiduciary for anyone with respect thereto.

Provided, however, that any one or more of such conditions precedent or any other requirement hereof may be waived at any time by Bank, but no such waiver shall be construed as a right to subsequent waiver of the same provisions or condition. If Bank elects not to terminate this Agreement, it may enter into possession of the Premises and perform, or cause to be performed, any and all work and labor necessary to complete the Improvements substantially according to the Plans and Specifications, may purchase, or cause to be purchased, building and other materials for such purposes all as hereinafter set forth. For these purposes Borrowers and Guarantors hereby constitute and appoint Bank their true and lawful attorney-in-fact, with full power of substitution, in respect of the Premises, to complete the Project and Borrowers and Guarantors hereby empower said attorney as follows:

(a) to use any funds of either of the Borrowers and/or Guarantors including any balance that may be held in escrow and any loan proceeds which may remain unadvanced hereunder for the purpose of completing the Project substantially in the manner called for by the Plans and Specifications, and if such unadvanced loan proceeds and other funds of either of the Borrowers and/or Guarantors are insufficient therefor, then Bank is hereby authorized by Borrowers and Guarantors, if Bank so elects in its sole discretion, to advance additional funds which may be required, in the sole judgment of Bank, to finance completion of such construction, and all of such additional funds so advanced, together with interest thereon at the rate of interest per annum that is one percent (1%) greater than the interest rate per annum required by the Note shall be secured by the Loan Documents as necessary to protect the security thereof, and Borrowers and Guarantors agree to repay to Bank such additional sums with such interest thereon on demand by Bank;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes;

(d) to pay, settle or compromise all existing bills and claims which may be liens against the Premises, or as may be necessary or desirable for the completion of the Project or for clearance of title;

(e) to execute all applications and certificates in the name of Borrowers and/or Guarantors which may be required by any of the contract documents;

(f) to prosecute and defend all actions or proceedings in connection with the Premises or the construction of the Project and to take such action and require such performance as it deems necessary under any applicable bond or guaranty of completion;

(g) to take over and use all or any part of the labor, materials, supplies and under equipment contracted for, owned by, or under control of either of the Borrowers and/or Guarantors whether or not previously incorporated into the Project; and

(h) to do any and every act with respect to construction or completion of the Project or the closing of any permanent financing which Borrowers and/or Guarantors might do in their own behalf, including, without limitation, execution, acknowledgment, and delivery of all instruments, documents and papers in the name of Borrowers and/or Guarantors as may be necessary or desirable in the sole discretion of Bank.

It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked.

Borrowers and Guarantors hereby assign and quitclaim to Bank all sums unadvanced under the Note and any sums held in escrow conditioned upon the use of said sums for the completion of the Project, such assignment to become effective only in case of either of the Borrowers' and/or Guarantors' default, or the default of any other party liable therefor, and also hereby assigns all of each of the Borrowers' and Guarantors' right, title and interest in all contracts, now or hereafter existing, for such construction to Bank for the purpose of completing the Project.

8. It is understood between the parties hereto that Borrowers selected all architects, engineers, contractors, subcontractors, materialmen, as well as all others furnishing services or materials to the Project, and Bank has and shall have no responsibility whatsoever for them or for the quality of their materials or workmanship, it being understood that Bank's sole function is that of lender and the only consideration passing from Bank to the Borrowers are the loan proceeds in accordance with and subject to the terms of this Agreement. It is also agreed that Borrowers and Guarantors shall have no right to rely on any procedures required by Bank herein, such procedures being for the protection of Bank as lender and no one else. Borrowers and Guarantors hereby agree to hold and save Bank harmless and indemnify it against and from claims, of any kind, of any person, including, but without limiting, the generality of the foregoing, employees of either of the Borrowers and/or Guarantors, any contractor constructing the improvements and the employees of any such contractor, any tenant of either of the Borrowers and/or Guarantors, any subtenant or concessionaire of any such tenant, and the employees and business invitees of any such tenant, subtenant or concessionaire, or any guarantor arising from or out of the construction, use, occupancy, or possession of the improvements in accordance with the Plans and Specifications.

9. In the event any obligation or portion of this Agreement is determined to be invalid, unenforceable or void under law, it shall not affect the validity or enforceability of the remaining obligations or portions hereof.

10. This Agreement shall be construed in accordance with the laws of the State of Maine.

11. All the foregoing promises and agreements shall be the joint and several obligations of the undersigned and shall bind and inure to the benefit of the undersigned, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Barry 1080
Witness

to
Witness

all
Witness

Witness

Witness

Witness

John R. Watson, Trustee
John R. Watson, Trustee

John J. Bush, Jr., Trustee
John J. Bush, Jr., Trustee

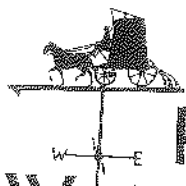
John R. Watson
John R. Watson, individually
Guarantor

John J. Bush, Jr.
John J. Bush, Jr., individually
Guarantor

Thomas E. Watson
Thomas E. Watson, individually
Guarantor

BATH SAVINGS INSTITUTION

By: Suzanne Umland
Suzanne Umland
Its Assistant Vice President



Portland Water District

225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

(207) 774-5961
FAX (207) 761-8307
www.pwd.org

November 19, 1999

Mr. Bill Needleman
City of Portland Planning Department
389 Congress Street
Portland, Maine 04101

Re: Building Rehabilitation on Maine Wharf, 68-72 Commercial Street

Dear Bill:

The Portland Water District has a 12" water main in Commercial, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 101 psi; residual pressure 52 psi; with a flow of 1210 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands. **Please notify your plumber of these results so that they can design your system to best fit the available pressure.**

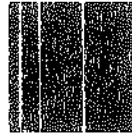
With certification by the developer that all required permits have been received, we look forward to serving this project.

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor

cc: William Nemmers

**Sebago Technics***Engineering & Planning for the future*

November 9, 1999

99444

William Needelman, Planner
City of Portland
389 Congress Street
Portland, ME 04101

Waiver Request, Stultz Fluid Power, Rand Road

Dear Bill:

The Portland Planning Authority granted minor site plan approval for a 3,000 square foot addition to the existing Stultz Fluid Power facility on Rand Road. In accordance with Section 25-96 of the Portland Land Use Code, a proposed sidewalk and curb were shown to be installed along the property frontage along Rand Road. As allowed under Section 14-506(b), this letter represents a request to the Planning Board to waive the requirement for the installation of sidewalk and curb along Rand Road for this project.

We base this waiver request on two factors. First, the site plan of the original building was approved in 1989. That plan did not depict sidewalk and curbing on Rand Road. Additionally, no other sidewalk is located on Rand Road except for the area from Brighton Avenue to the entrance to the shopping center. As such, the requirement for curbs and sidewalks along Rand Road must have been routinely waived during the approval of site plans in this area. Second, it is our understanding that the City and State are proposing to install curbs and sidewalks along Rand Road during the installation of the proposed Turnpike access. As this work is proposed to occur in the near future, it appears unfair to require one landowner to have to pay for these improvements because of a proposed 3,000 square foot building addition, without requiring contributions from the other landowners along Rand Road. Section 14-506(b) specifically allows for a waiver where a street is scheduled for major reconstruction.

We look forward to meeting with the Planning Board at their next regularly scheduled meeting to discuss this waiver request in more detail. In the interim, please call with any questions or if you require additional information. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.

Shawn M. Frank, P.E.
Project Manager

SMF:jc

cc: Dennis Waters, Patco Construction, Inc.

CITY OF PORTLAND, MAINE

PLANNING BOARD

John H. Carroll, Chair
Jaimey Caron, Vice Chair
Kenneth M. Cole III
Cyrus Y. Hagge
Deborah Krichels
Erin Rodriguez
Mark Malone

November 29, 1999

Mr. Shawn Frank, P.E.
Sebago Technics
One Chabot Street
PO Box 1339
Westbrook, ME 04098-1339

re: Waiver of Curb and Sidewalk, 190 Rand Road

Dear Mr. Frank:

On November 23, 1999 the Portland Planning Board voted 7-0 to approve your application to waive granite curb and sidewalk. The Board found that in accordance with City Code 25-96 and 14-506,

- a. Extraordinary conditions do exist (The anticipated construction of the Turnpike interchange;) and
- b. Undue hardship will result. (Based on the cost of construction .)

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

As a result, the Board does grant the request for a waiver of the requirement for granite curb and sidewalk (for the frontage of Rand Road.)

The approval is based on the submitted site plan and the findings related to site plan review standards as contained in Planning Report # 52-99, which is attached.

PLANNING BOARD REPORT 52-99

**STULTZ FLUID POWER
SIDEWALK WAIVER REQUEST
VICINITY OF 190 RAND ROAD
CHIP STULTZ, APPLICANT**

Submitted to:

Portland Planning Board
Portland, Maine

November 23, 1999

I. INTRODUCTION

Stultz Fluid Power, a commercial establishment at 190 Rand Road, is seeking approval for a sidewalk and curb waiver.

On October 28, 1999, the applicant received Planning Authority approval for a 3000 sq. ft. addition to their existing business at 190 Rand Road. Sidewalk and curb does not exist along this section of Rand Road. As required by City Code, design and construction of side walk and curb where none exists was required as part of the Minor Site Plan approval. See Approval Letter, Attachment 1. The applicant appeals this requirement, and asks for a Public Hearing. See Waiver Request Letter, Attachment 2.

85 notices were mailed to area residents and the notice was advertised in the Portland Press Herald.

II. FINDINGS

Zoning: I-M
Land Area : 1.89 acres

III. STAFF REVIEW

Traffic

Rand road is the entrance to the Pine Tree Industrial Parkway and is currently dominated by commercial uses. Plans currently exist to utilize Rand Road as an interchange with the Maine Turnpike. Additionally, the popular Fore River Sanctuary is easily accessible from this section of Rand Road.

Pedestrian Circulation

Currently no sidewalks or curbs exist in this area. With the anticipated development associated with the Turnpike improvements, pedestrian traffic can be anticipated to increase significantly, and vehicular traffic will skyrocket. Additionally, anticipated improvements to pedestrian access along Brighten Avenue will encourage walkers to use Rand Road to visit the Fore River Sanctuary. Staff is concerned for the possibility of pedestrian / vehicle conflicts and encourages sidewalk development in this area.

Waiver Requests

This waiver request has been reviewed by staff for conformance with the applicable standards of the city code. 14-526a(1) of the Site Plan Standards require pedestrian access to and along public rights of way adjacent to properties applying for Site Plan approval. Portland Code 25-96 and 14-506, allow that the Board may alter or waive these requirements if conditions of extraordinary conditions or hardship exist. Additionally, where alternative walking routes and or major road reconstruction has been scheduled the Board may, but need not, consider waivers. See Attachment 5.

Public Works and Planning Staff feel that sidewalk and curb are needed as part of the anticipated changes to Rand Road. The applicant has been given the option of escrowing the funds in anticipation of the Turnpike construction, but requests a waiver as the costs of these improvements are significant; \$15,000 by the applicant's estimates.

IV. MOTIONS FOR THE BOARD TO CONSIDER

Sidewalk Waiver:

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #63-99 the Board finds:

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

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

As a result, the Board does/does not grant the request for a waiver of the requirement for granite curb and sidewalk (for the frontage of Allen Avenue.)

Attachments:

- 1. Approval Letter
- 2. Applicant's Written Statement
- 3. Site Plan
- 4. City Code 25-96
- 5. City Code 14-506(a, b)
- 6. Cost Estimates



Att. 1.1

Joseph E. Gray Jr.
Director

CITY OF PORTLAND

October 28, 1999

Patco Construction co., Inc.
475 Main Street
Sanford ME 04073

RE: Building Addition, Rand Road

Dear Sir:

On October 28, 1999 the Portland Planning Authority granted minor site plan approval for a 3,000 sq. ft. Building Addition on Rand Road subject to the following conditions:

1. To the extent feasible, that an esplanade be provided between curb and sidewalk at a width reasonable to the site conditions and to be approved by Public Works.
2. It is recommended that in lieu of construction of the curb and sidewalk, the applicant escrow funds with the City for later construction to be coordinated with the proposed Maine Turnpike Interchange.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

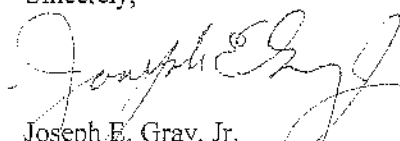
Please note the following provisions and requirements for all site plan approvals:

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

4. Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
6. The Development Review Coordinator (874-8300 ext. 8722) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

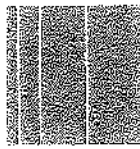
If there are any questions, please contact the Planning Staff.

Sincerely,



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

cc: Alexander Jaegerman, Chief Planner
William Needleman, Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Susan Doughty, Assessor's Office
Approval Letter File



Sebago Technics
Engineering & Planning for the Future

November 9, 1999
99444

William Needelman, Planner
City of Portland
389 Congress Street
Portland, ME 04101

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Dear Bill:

The Portland Planning Authority granted minor site plan approval for a 3,000 square foot addition to the existing Stultz Fluid Power facility on Rand Road. In accordance with Section 25-96 of the Portland Land Use Code, a proposed sidewalk and curb were shown to be installed along the property frontage along Rand Road. As allowed under Section 14-506(b), this letter represents a request to the Planning Board to waive the requirement for the installation of sidewalk and curb along Rand Road for this project.

We base this waiver request on two factors. First, the site plan of the original building was approved in 1989. That plan did not depict sidewalk and curbing on Rand Road. Additionally, no other sidewalk is located on Rand Road except for the area from Brighton Avenue to the entrance to the shopping center. As such, the requirement for curbs and sidewalks along Rand Road must have been routinely waived during the approval of site plans in this area. Second, it is our understanding that the City and State are proposing to install curbs and sidewalks along Rand Road during the installation of the proposed Turnpike access. As this work is proposed to occur in the near future, it appears unfair to require one landowner to have to pay for these improvements because of a proposed 3,000 square foot building addition, without requiring contributions from the other landowners along Rand Road. Section 14-506(b) specifically allows for a waiver where a street is scheduled for major reconstruction.

We look forward to meeting with the Planning Board at their next regularly scheduled meeting to discuss this waiver request in more detail. In the interim, please call with any questions or if you require additional information. Thank you for your consideration.

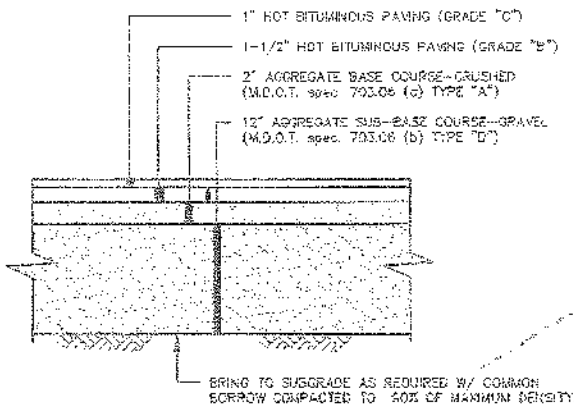
Sincerely,

SEBAGO TECHNICS, INC.

Shawn M. Frank, P.E.
Project Manager

SMF:jc

cc: Dennis Waters, Patco Construction, Inc.

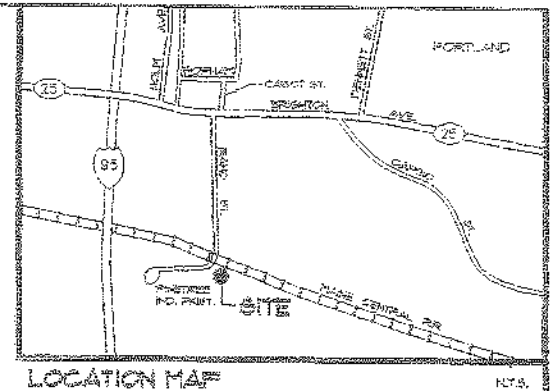


TYPICAL PAVED PARKING LOT SECTION

NOT TO SCALE

NOTE:

1. COMPACT GRAVEL SUB-BASE, BASE COURSE TO 92% OF MAXIMUM DENSITY USING HEAVY ROLLER COMPACTION.
2. CONTRACTOR SHALL SET GRADE STAKES MARKING SUB-BASE AND FINISH GRADE ELEVATIONS FOR CONSTRUCTION REFERENCE.



GENERAL NOTES

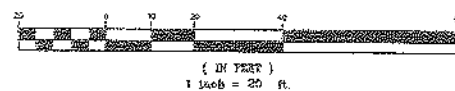
1. EXISTING CONDITIONS ARE BASED UPON PLAN ENTITLED "STULTZ FLUID POWER RAND ROAD, PINE TREE INDUSTRIAL PARK, PORTLAND MAINE" BY TERRIEN ARCHITECTS, INC. DATED FEBRUARY 12, 1989.

Att. 3

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY ROW	---
---	SETBACK	---
---	EASEMENT	---
---	BUILDING	---
---	EDGE PAVEMENT	---
---	GRAVEL ROAD	---
---	CURBLINE	---
---	TREELINE	---
---	CONTOURS	---
---	WATER	---
---	SEWER	---
---	STORM DRAIN	---
---	FORCE MAIN	---
---	UNDERDRAIN	---
---	OVERHEAD	---
---	ELEC. & TEL.	---
---	UTILITY POLE	---
---	MANHOLE	---
---	CULVERT	---
---	SPOT GRACE	---
---	BARB WIRE FENCE	---
---	STOCKADE FENCE	---
---	GUARDRAIL	---
---	RAILROAD	---
---	SILT FENCE	---

GRAPHIC SCALE



C	SMF	10-27-89	REVISE DRAINAGE EASEMENT TO 10 FEET
B	SMF	10-25-89	ADD SILT FENCE, REVISE LIGHT FIXTURE
A	SMF	10-14-89	ADD WALL LIGHT, DRAINAGE EASEMENT & GRANITE CURBING
V	BY:	DATE:	STATUS:

THIS PLAN SHALL NOT BE MOVED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNIQS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNIQS, INC.

SITE PLAN: BUILDING ADDITION

OF:
STULTZ FLUID POWER
 RAND ROAD, PINE TREE IND. PARK
 PORTLAND, MAINE
 FOR:
PATCO CONSTRUCTION
 475 MAIN STREET
 SANFORD, MAINE 04073

Sebago Technics

Engineering & Planning for the future
 12 WESTBROOK COMMON
 WESTBROOK, ME 04091-1330
 TEL (207) 458-0077

DESIGN BY:	SMF
DRAWN BY:	TFH
CHECKED BY:	WTO
DATE:	5/19/89
SCALE:	1"=20'
FIELD SK:	-
PROJ. NO:	99444
DRAWING:	99444-1
SHEET	1 OF 1

Attachment 3
4.1

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

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

Secs. 25-84—25-95. Reserved.

**ARTICLE VI. SIDEWALK AND CURBING CONSTRUCTION
AND MAINTENANCE**

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

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

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

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

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

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

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

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

§ 25-103

been accepted as the responsibility of the city. Such sidewalk or curbing shall be reconstructed by the city and the cost thereof shall be borne by the city.

(b) Such improvements may be ordered by the council upon the petition of an abutting landowner, and one-half of the cost thereof shall be assessed to such abutting landowner and shall be collected by the city in the manner provided in sections 25-102 and 25-103. (Code 1968, § 705.3; Ord. No. 30-75, § 2, 1-6-75)

Sec. 25-99. Waiver or amendment of requirements.

Except as otherwise provided in section 25-96 or 14-506, the city council may, upon application to it in writing, waive or amend by order the requirements of sidewalks or curbing when it finds that the circumstances in a specific case warrant such waiver or amendment; however, no such order shall be construed as waiving the requirement of cost apportionment, assessment and collection unless expressly stated therein. (Code 1968, § 705.4; Ord. No. 54-76, § 1, 1-19-76; Ord. No. 42-84, § 2, 6-18-84)

Sec. 25-100. Substitution of materials.

The public works authority may permit the substitution of other types of materials for sidewalks or curbing when, in his or her sole and exclusive judgment, he or she finds such substituted materials to be equal to or better than the materials required herein. (Code 1968, § 705.5)

Sec. 25-101. Service ways and curb cuts; sidewalks and curbing not to be removed; exceptions.

The design and location of service ways and curb cuts in sidewalks or curbing shall be as approved by the traffic engineer and the public works authority. No additional service ways or curb cuts and no alterations in existing service ways or curb cuts shall be made without the prior consent of the traffic engineer and public works authority, and no such sidewalk or curbing shall be removed except by the city through its duly authorized agents or as authorized by a permit issued by the public works authority. (Code 1968, § 705.6)

Sec. 25-102. Public works authority authorized to perform work; lien.

The public works authority is authorized in accordance with the provisions of sections 25-96, 25-97 and 25-98, to construct or reconstruct sidewalks or curbing along any accepted street in the city, and the city shall have a lien on that abutting property to which one-half of the expense thereof is properly assessable pursuant to the provisions of sections 25-96, 25-97(b) and 25-98(b). (Code 1968, § 705.7; Ord. No. 30-75, § 3, 1-6-75)

Sec. 25-103. Lien procedure.

The public works authority shall keep an accurate account of the expense of work under this article and shall, as soon as practicable after the completion thereof, make a return showing the location of each such sidewalk or curbing, its length and width, material of which

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

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

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

Sec. 14-505. Appeals.

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

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

Sec. 14-506. Modifications.

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

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

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

Department of Planning and Urban Development
SUBDIVISION/SITE DEVELOPMENT

Att. 6.1

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 10-22-99

Name of Project Stultz Fluid Power

Address/Location Rand Road, Pine Tree Industrial Park

Developer Petco Construction, Inc.

Form of Performance Guarantee Letter of Credit

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

TO BE FILLED OUT BY APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road	-					
Granite Curbing	<u>400 LF</u>	<u>\$ 25 /LF</u>	<u>\$10,000.00</u>			
Sidewalks	<u>320 LF</u>	<u>\$ 5 /LF</u>	<u>\$1600.00</u>			
Esplanades	-					
Monuments	-					
Street Lighting	-					
Other (Associated Grading)	<u>1</u>	<u>LS</u>	<u>\$ 3400.00</u>			
2. SANITARY SEWER						
Manholes	<u>N/A</u>					
Piping						
Connections						
Other						
3. STORM DRAINAGE						
Manholes						
Catchbasins						
Piping						
Detention Basin						
Other (Grading)	<u>1</u>	<u>LS</u>	<u>\$1500.00</u>			
4. SITE LIGHTING	<u>1</u>	<u>\$ 500.00</u>	<u>\$ 500.00</u>			
5. EROSION CONTROL	<u>1</u>	<u>LS</u>	<u>\$1000.00</u>			
6. RECREATION AND OPEN SPACE AMENITIES						

Att. 6.2

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
7. LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	<u>N/A</u>					
8. MISCELLANEOUS	<u>N/A</u>					
TOTAL:	<u>\$18,000.00</u>					
GRAND TOTAL:	<u>\$18,000.00</u>					

INSPECTION FEE (to be filled out by City)

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

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

November 10, 1999



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

Re:
\$3,000 Letter of Credit (Our #63239-753)

Dear Mr. Gray:

Peoples Heritage Bank hereby issues its Irrevocable Letter of Credit #63239-753 for the account of Philip E. Stultz, Jr. as developer hereinafter referred to as the Developer, in the name of the City of Portland, Maine (the "City") in the aggregate amount of Three Thousand (\$3,000).

The City, through its Director of Planning and Urban Development, may draw on this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at the Bank's offices located at One Portland Square (3rd floor), Portland, Maine, accompanied by a certificate stating that:

- (1) the Developer has failed to complete by two years from the date of this letter of credit or by expiration date of any temporary certificate of occupancy issued, whichever comes first, at the Developer's expense, the work on the roads and other public improvements as set forth in a certain Schedule of Costs of Public Improvements attached hereto as Exhibit A; or
- (2) the Developer has failed to post the ten percent (10%) Defect Bond or Guarantee required by the Portland City Code Sections 14-501 and 15-525; or
- (3) the Developer has failed to notify the City for inspections.

In the event of the Bank's dishonor of the City of Portland's sight draft, the Bank shall inform the City of Portland in writing of the reason or reasons therefor within three (3) working days of the dishonor.

After all underground work in the public right of way has been completed and inspected to the satisfaction of the Department of Public works, including but not limited to sanitary

sewers, storm drains, catch basins, manholes, electric conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban Development or the City of Portland Director of Finances as provided in Section 14-501 of the Portland City code may authorize the Bank, by written certification, to reduce the available amount of this letter of credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one (1) year each from the current expiration date hereof, or any future expiration date, unless at least sixty (60) days prior to any expiration date, the Bank notifies the Director of Planning and Urban Development by registered or certified mail at the above listed address that the Bank elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by the original Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development reading as follows:

This drawing results from notification that the Bank has elected not to renew its Letter of Credit #63239-753; or

This drawing results from the Developer's failure to timely complete to the satisfaction of the City the public improvements set forth in a certain Schedule of Costs of Public Improvements dated [insert date]; or

This drawing results from the Developer's failure to post a ten percent (20%) Defect Guarantee or Bond as provided in Section 14-501 of the Portland City Code; or

This drawing results from the Developer's failure to notify the City of inspections.


This Letter of Credit will automatically expire upon the earlier of:

1. The Bank's receipt of a written notification from the City of Portland that said work as outlined in a certain Schedule of Costs of Public Improvements attached hereto as Exhibit A between the City of Portland specifications and the Bank's Letter of Credit #63239-753 may be canceled; or
2. The expiration date of April 15, 2000 or any automatically extended date as specified herein.

Partial drawings are permitted.

We engage with you that drafts under and in compliance with the terms of this credit will be duly honored if presented at our offices at identified above or before two years from the date hereof or any automatically extended date as specified herein.

Very truly yours,
Peoples Heritage Bank

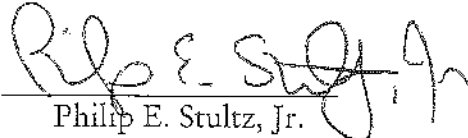
By:  Michael P. O'Reilly, Vice President for
Jonathan M. Campbell
Its: Commercial Loan Officer

The City of Portland has accepted the providing of alternative security for the Developer's obligations to be performed pursuant to Section 14-501 and/or Section 14-525 of the Portland City Code.

Dated: _____

By: _____
Joseph E. Gray, Jr.
Its: Duly Authorized Director of
Planning and Urban Development

Seen and Agreed to:

By: 
Philip E. Stultz, Jr.

Reviewed pursuant to Section 14-501 and/or Section 14-525, Portland City Code.

By: _____
Director of Finance

By: _____
Corporation Counsel

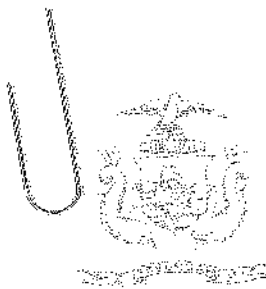
Date: _____

Date: _____

Exhibit A

(A)	Loam & Seeding	\$1,000
(B)	Silt Fence & Erosion Control	\$1,000
(c)	Radius Curbing	\$1,000

Finance Department



Duane G. Kline
Director

CITY OF PORTLAND

October 4, 2001

Jonathan M. Campbell, Commercial Loan Officer
Peoples Heritage Bank
P.O. Box 9540
Portland, ME 04112-9540

Re: Letter of Credit #63239-753 dated November 10, 1999
Performance Guarantee for Rand Road

Dear Mr. Campbell:

This is to inform you that I am authorizing the release of the above-named letter of credit, in the amount of \$3,000.

If you require any further information, please let me know.


Sincerely,

Duane G. Kline
Finance Director

DGK.jlb

pc: Jay Reynolds, Development Review Coordinator
Kandi Talbot, Planner

TO: Inspections

FROM: Jay Reynolds, Development Review Coordinator 

DATE: September 25, 2001

RE: C. of O. for Stultz Fluid Power / 190 Rand Road
ID# 1999-0144 Lead CBL#255-A-008

After visiting the Stultz Fluid Power, I have the following comments:

All site work complete.

At this time, I recommend issuing a Permanent Certificate of Occupancy.

Please contact me if you have any questions or comments.
Thank You.

Cc: Sarah Hopkins, Development Review Services Manager
Mike Nugent, Inspection Services Manager
file

File: O:\drc\190rand1.doc

City of Portland Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
207-874-8721 or 207-874-8719
Fax: 207-756-8258

FAX TRANSMISSION COVER SHEET

Date: 11/23/99
To: Shawn Frank
Company: Sebago Tech
Fax #: 856 2206
From: Bill Hoedelman
RE: Stultz Report

YOU SHOULD RECEIVE 4 PAGE(S),
INCLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
PLEASE CALL 207-874-8721 OR 207-874-8719.