

271-A-2

522 Warren Ave.

Bld. Addition

Jokers



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

I. D. Number

25 September 1996

Applicant Joker's II, Inc.

Application Date Joker's Two

Applicant's Mailing Address _____

Project Name/Description (Old Grossman's)

Consultant/Agent 207-284-9118

Address of Proposed Site 522-558 Warren Ave

Applicant or Agent Daytime Telephone, Fax 1-800-717-0879

Assessor's Reference: Chart-Block-Lot 271-A-002

Proposed Development (check all that apply): New Building Building Addition Change of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Other (specify) _____

Proposed Building Square Feet or # of Units 10,000 Sq Ft Addition 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"/> Single-Family Minor | <input type="checkbox"/> Other _____ |

Fees paid: site plan 300.00 subdivision _____

Approval Status:

Reviewer S BUNGY

- Approved Approved w/Conditions listed below Denied

- SEE PLANNING SHEET
- _____
- _____
- _____

Approval Date 11/12/96 Approval Expiration 11/11/97 Extension to _____ date _____ date _____ Additional Sheets Attached

Condition Compliance Richard Knowlton signature 12/6/96 date

Performance Guarantee Required* Not Required

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

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>12/6/96</u> date	<u>\$108,980</u> amount	<u>3-2-99</u> expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	<u>12/4/96</u> date	<u>\$1,852.66</u> amount	
Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
Performance Guarantee Released	_____ date	_____ signature	
Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
Defect Guarantee Released	_____ date	_____ signature	

Address: 522 - 558 Warren Ave - Joker's Two/Old Grossman's



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

I. D. Number _____

Applicant Joker's Two, Inc. EVERETT J. PROSCOTT INC

Application Date 25 September 1996

Applicant's Mailing Address _____

Project Name/Description Joker's Two

Consultant/Agent DAVID GARONER

Address of Proposed Site 530 WARREN Ave (Old Grossman's)

City/State/Zip Portland ME 04101

Assessor's Reference: Chart-Block-Lot 271-A-002

Applicant or Agent Daytime Telephone, Fax 846-3400

Proposed Development (check all that apply): New Building Building Addition Change of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Other (specify) _____

Proposed Building Square Feet or # of Units 10,000 Sq Ft Addition SITE PLAN REVISIONS 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"/> Single-Family Minor | <input type="checkbox"/> Other _____ |

Fees paid: site plan 300.00 subdivision _____

Approval Status:

Reviewer KNOWLAND

- Approved Approved w/Conditions listed below Denied

- THAT A REVISIONED LANDSCAPING PLAN REFLECTING A MINIMUM 12 FOOT
- BUFFER ALONG WARREN AVE AND A 6 FOOT BUFFER ALONG THE
- PROSCOTT-JOKER'S TWO PROPERTY LINE.
- _____

Approval Date 11/12/96 Approval Expiration 11/11/97 Extension to _____
date date

Additional Sheets Attached

Condition Compliance Robert Gould 12/6/96
signature date

Performance Guarantee Required* Not Required

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

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>12/5/96</u> date	<u>\$ 30,000</u> amount	<u>BOND - OBLIGATION</u> expiration date
<input type="checkbox"/> Inspection Fee Paid	_____ date	_____ amount	
Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
Performance Guarantee Released	_____ date	_____ signature	
Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
Defect Guarantee Released	_____ date	_____ signature	

Address: 530 Warren Ave - Joker's Two/Old Grossman's



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

I. D. Number _____

~~PLANNING DEPT.~~ INC. EVERETT J. PRESOTT INC

15 September 1996

Applicant

Application Date

Applicant's Mailing Address

530 WALKER AVE Project Name/Description
530 WALKER AVE (BIG STOREHOUSE)

Consultant/Agent DAVID GEAR 207-582-1851

Address of Proposed Site 271-1-001

Applicant or Agent Daytime Telephone, Fax
311 - Home 848-3400

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Other (specify) _____

TO ADD TO THE ADDITION SITE PLAN REVISION

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"/> Single-Family Minor | <input type="checkbox"/> Other _____ |

Fees paid: site plan 300.00 subdivision _____

Approval Status:

Reviewer BUJIGY

- Approved Approved w/Conditions listed below Denied

- SEG PLANNING SHG05
- _____
- _____
- _____

Approval Date 11/12/96 Approval Expiration 11/11/97 Extension to _____ date date Additional Sheets Attached

Condition Compliance Richard Knudsen signature 12/6/96 date

Performance Guarantee Required* Not Required

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

- | | | | |
|--------------------------------------------------------------------|----------------------|-------------------------|-----------------------------------------------|
| <input checked="" type="checkbox"/> Performance Guarantee Accepted | <u>12-5-96</u> date | <u>\$ 30,000</u> amount | <u>BOND - OPEN OBLIGATION</u> expiration date |
| <input checked="" type="checkbox"/> Inspection Fee Paid | <u>12-8-96</u> date | <u>\$ 490.71</u> amount | |
| Performance Guarantee Reduced | _____ date | _____ remaining balance | _____ signature |
| Performance Guarantee Released | _____ date | _____ signature | |
| Defect Guarantee Submitted | _____ submitted date | _____ amount | _____ expiration date |
| Defect Guarantee Released | _____ date | _____ signature | |

DEPARTMENT OF PLANNING AND
URBAN DEVELOPMENT

RICHARD KNOWLAND
SENIOR PLANNER

12/11/96

TONY

ATTACHED ARE TWO COPIES FOR
PUBLIC WORKS FOR THE (OKGW)
PROSCOTT SITE PLAN

RK



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

L. D. Number _____

~~Jointly by, Inc.~~ EVERETT J. PRESCOTT INC

25 September 1996

Applicant

Application Date

Joker's Two

Applicant's Mailing Address

DAVID GARONER

530 WARREN AVE Project Name/Description
522-558 Warren Ave (Old Grossman's)

Consultant/Agent

207-234-3110

Address of Proposed Site

271-A-002

Bill Latvis 1-800-717-0879

Applicant or Agent Daytime Telephone, Fax

5111 - Home 846-3400

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Other (specify) _____

10,000 Sq Ft Addition SITE PLAN REVISIONS

Proposed Building Square Feet or # of Units

Acreeage 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"/> Single-Family Minor | <input type="checkbox"/> Other _____ |

Fees paid: site plan 300.00 subdivision _____

Approval Status:

Reviewer _____

- Approved Approved w/Conditions listed below Denied

KNOWLSON

- THAT A REVISIO LANDSCAPING PLAN REFLECTING A MINIMUM 12 FOOT
- BUFFER ALONG WARREN AVE AND A 6 FOOT BUFFER ALONG THE
- PRESCOTT-JOKER'S PROPERTY LINES BE SUBMITTED.
- _____

Approval Date 11/12/96 Approval Expiration 11/11/97 Extension to _____ date date

Additional Sheets Attached

Condition Compliance Rubid Gould 12/6/96 signature date

Performance Guarantee Required* Not Required

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

- | | | | |
|--------------------------------------------------------------------|----------------------|-------------------------|-----------------------------------------------|
| <input checked="" type="checkbox"/> Performance Guarantee Accepted | <u>12/5/96</u> date | <u>\$ 30,000</u> amount | <u>BOND - OPEN OBLIGATION</u> expiration date |
| <input type="checkbox"/> Inspection Fee Paid | _____ date | _____ amount | |
| Performance Guarantee Reduced | _____ date | _____ remaining balance | _____ signature |
| Performance Guarantee Released | _____ date | _____ signature | |
| Defect Guarantee Submitted | _____ submitted date | _____ amount | _____ expiration date |
| Defect Guarantee Released | _____ date | _____ signature | |

Address: 530 Warren Ave - Joker's Two/Old Grossman's



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

I. D. Number _____

Joker's II, Inc.

25 September 1996

Applicant _____

Application Date Joker's Two

Applicant's Mailing Address _____

Project Name/Description Joker's Two

Consultant/Agent Bill Lucvics 1-800-717-0879

Address of Proposed Site 322-558 Warren Ave (Old Crossman's) 271-A-002

Applicant or Agent Daytime Telephone, Fax Bill - home 846-3400

Assessor's Reference: Chart-Block-Lot _____

Proposed Development (check all that apply): New Building Building Addition Change of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Other (specify) _____

10,000 Sq Ft Addition

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"/> Single-Family Minor | <input type="checkbox"/> Other _____ |

Fees paid: site plan 300.00 subdivision _____

Approval Status:

Reviewer KNOWLTON

- Approved **Approved w/Conditions** listed below Denied

- THAT NO TREE CLEARANCE SHALL TAKE PLACE WITHIN THE TURNPIKE ADJACENT TO THIS
- SITE UNLESS APPROVED BY THE MAINE TURNPIKE AUTHORITY AND CITY ARBORIST
- THAT THE IMPROVEMENTS RELATED TO MINIATURE GOLF AREA, 60-CENT AREA AND OUTSIDE
- PLAY AREA INCLUDING THE FINAL LOCATION OF STRUCTURES AND IMPROVEMENTS SHALL BE APPROVED BY THE PLANNING BOARD.

Approval Date 11/12/96 Approval Expiration 11/11/97 Extension to _____ date date Additional Sheets Attached

Condition Compliance Richard Knowlton 12/6/96 signature date

Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted 12/6/96 \$ 108,980 3-2-99
date amount expiration date

Inspection Fee Paid 12/4/96 \$1,852.66
date amount

Performance Guarantee Reduced _____ remaining balance signature

Performance Guarantee Released _____ signature

Defect Guarantee Submitted _____ submitted date amount expiration date

Defect Guarantee Released _____ date signature

Address: 322-558 Warren Ave - Joker's Two/Old Crossman's



Mailing Address:
 Trade Services Operations
 MA ML SFTINT
 P.O. Box 2197 2
 Boston, MA 02106-2197

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: PS1051341

DEVELOPER HAS FAILED TO COMPLETE SUCH WORK.

IN THE EVENT OF FLEET BANK OF MAINE'S DISHONOR OF THE CITY OF PORTLAND'S SIGHT DRAFT AND ACCOMPANYING AFFIDAVIT, FLEET BANK OF MAINE SHALL INFORM THE CITY OF PORTLAND IN WRITING OF THE REASON OR REASONS THEREFOR WITHIN THREE (3) WORKING DAYS OF THE DISHONOR.

FOR INFORMATION PURPOSES ONLY: THE DEVELOPER WILL NOTIFY THE CITY OF PORTLAND FOR INSPECTIONS AFTER ALL UNDERGROUND WORK IN THE PUBLIC RIGHT 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 AND OTHER REQUIRED IMPROVEMENTS CONSTRUCTED CHIEFLY BELOW GRADE, FLEET BANK OF MAINE SHALL BE ELIGIBLE TO RECEIVE A REDUCTION IN ITS OBLIGATIONS HEREUNDER EQUAL TO THE ESTIMATED COST OF IMPROVEMENTS, PROVIDED THAT THE TOTAL OF THE VALUE OF THE IMPROVEMENTS FOR WHICH A REDUCTION IS SOUGHT SHALL BE AT LEAST TWO HUNDRED THOUSAND DOLLARS (\$200,000) OF FIFTY PERCENT (50%) OF THE TOTAL AMOUNT OF THIS LETTER OF CREDIT, WHICHEVER IS LESS. IN NO CASE, HOWEVER, SHALL THE OBLIGATIONS OF FLEET BANK OF MAINE HEREUNDER BE REDUCED TO AN AMOUNT WHICH IS LESS THAN THE ESTIMATED COST OF COMPLETING ALL PRESCRIBED IMPROVEMENTS AS DETEREMINED BY THE DEPARTMENT OF PUBLIC WORKS, PLUS TEN PERCENT (10%) OF THE INITIAL AMOUNT OF THIS LETTER OF CREDIT. THIS LETTER OF CREDIT WILL AUTOMATICALLY EXPIRE ON MARCH 2, 1999 BUT MAY EXPIRE PRIOR TO THIS DATE WHEN THE CITY OF PORTLAND ACKNOWLEDGES IN WRITING TO FLEET BANK OF MAINE AND THE DEVELOPER THAT SAID WORK OUTLINED HAS BEEN COMPLETED IN ACCORDANCE WITH CITY OF PORTLAND SPECIFICATIONS, WHEN THE DEVELOPER HAS GIVEN THE CITY OF PORTLAND ANY REQUIRED WARRANTY DEEDS TO PROPERTY WITHIN STREETS WHICH ARE TO BE DEDICATED TO THE CITY OF THE PORTLAND, AND WHEN THE DEVELOPER HAS FILED WITH THE CITY OF PORTLAND A TEN PERCENT (10%) DEFECT BOND OR GUARANTEE (OR OTHER SECURITY ACCEPTABLE TO THE CITY OF PORTLAND) INSURING THE WORKMANSHIP AND THE DURABILITY OF ALL MATERIALS USED IN THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS LISTED, FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE ACCEPTANCE OR APPROVAL OF SUCH IMPROVEMENTS BY THE CITY OF PORTLAND.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED. HOWEVER, OTHER THAN THE PAYMENT OF MONIES AS AUTHORIZED HEREUNDER, FLEET BANK OF MAINE SHALL NOT GUARANTEE THE PERFORMANCE OF THE DEVELOPER TO THE CITY OF PORTLAND.

COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE ADDRESSED TO US,
 IF BY REGISTERED MAIL: IF BY COURIER:

FLEET SERVICES CORP.	FLEET SERVICES CORP.
MA ML SFTINT-S	MA ML SFTINT-S
P.O. BOX 2197	529 MAIN STREET
BOSTON, MA 02106-2197	CHARLESTOWN, MA 02129



Mailing Address:
Trade Services Operations
MA ML SFTINT
P.O. Box 2197
Boston, MA 02106-2197

DATE OF AMENDMENT: DECEMBER 4, 1996

AMENDMENT TO LETTER OF CREDIT NO.:
PS1051341
DATE OF ISSUE: NOVEMBER 27, 1996

ISSUING BANK:
FLEET BANK OF MAINE
A MEMBER FLEET FINANCIAL GROUP
ONE CITY CENTER
PORTLAND ME 04101

APPLICANT:
MICHAEL SAVAGE
21 COVESIDE RD.
CUMBERLAND FORESIDE, ME 04110

BENEFICIARY:
CITY OF PORTLAND
389 CONGRESS ST.
PORTLAND, ME

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

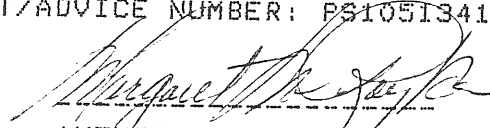
THE FOLLOWING CONDITION HAS BEEN CHANGED:

THE CITY MAY DRAW ON THE LETTER OF CREDIT BY PRESENTATION OF A SIGHT DRAFT AT FLEET BANK OF MAINE, C/O FLEET SERVICES CORPORATION, 529 MAIN STREET, CHARLESTOWN, MA 02129 IN THE EVENT THAT THE DEVELOPER FAILS TO COMPLETE BY DECEMBER 2, 1998 OR BY THE EXPIRATION DATE OF ANY TEMPORARY CERTIFICATE OF OCCUPANCY ISSUED, WHICHEVER DATE COMES FIRST, AT THE DEVELOPER'S EXPENSE, THE WORK ON THE ROADS AND OTHER PUBLIC IMPROVEMENTS AS SET FORTH ON THE APPROVED SITE PLAN/SUBDIVISION PLANS OR IN THE EVENT THE DEVELOPER FAILS TO POST THE TEN PERCENT (10%) DEFECT BOND OR GUARANTEE REFERENCE BELOW. SAID SIGHT DRAFT SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT FROM THE CITY'S DIRECTOR OF PARKS AND PUBLIC WORKS OR DIRECTOR OF PLANNING AND URBAN DEVELOPMENT STATING THAT THE SAID TEN PERCENT (10%) DEFECT BOND OR GUARANTEE HAS NOT BEEN FILED WITH THE CITY OR STATING THAT THE DEVELOPER HAS FAILED TO COMPLETE SUCH WORK.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

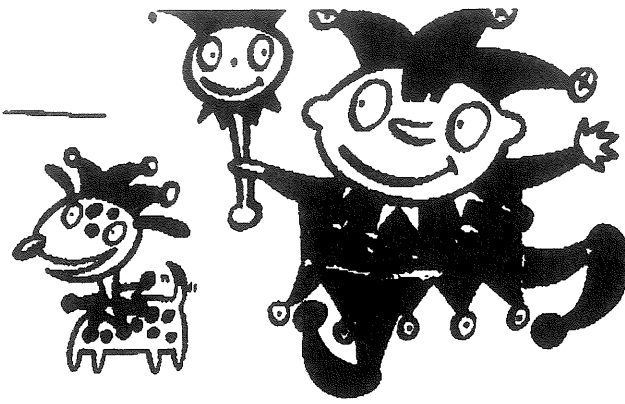
IN ACCORDANCE WITH ARTICLE 9, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500, WE REQUIRE YOUR IMMEDIATE INDICATION OF APPROVAL OR REJECTION IN WRITING BY SIGNING AND RETURNING A COPY OF THIS AMENDMENT.

IS AN INTEGRAL PART OF LETTER OF CREDIT/ADVICE NUMBER: PS1051341



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).



JOKER'S FAMILY FUN & GAMES
2460A Lafayette Rd.
Portsmouth N. H. 03801

FAX NUMBER: (603-431-4984)
Telephone (603-431-7770)

Date: 12/31/95 Time: 1:50

TO: Rick Knowland

FAX #: 207-756-8258

FROM: Bill Latvis

SUBJECT: Lighting Plan clarification

NUMBER OF PAGES: (Including Cover Sheet): 2

MESSAGE: Attached in the letter from our
Architect after gaining the information you
requested from our lighting consultant. Lowering
the lighting any further would raise some significant
safety issues and some insurance issues. Hope
to see you on Wednesday when I drop the
checks off.
Please contact us immediately if transmission is not complete

JOKER'S - MORE FUN THAN A BARRELL OF FAMILIES

Thanks
Bill Latvis

J·E·N·S·E·N

architecture

interiors

project
management

.

Mr. Bill Latvis
Jokers II, Inc.
510 Warren Avenue
Portland, Maine

Re: Parking Lot Light Levels

Bill,

In regards to questions asked about the most recent light level plan prepared by LSI:

- 1) This plan meets the minimum standards as defined in the IES for retail establishment parking areas.
- 2) The use of 400 watt lamps would put the lot below the IES minimum standard.
- 3) At the proposed curb line of Warren Avenue, the light levels from the parking lot lighting are 0.0 to 0.1 foot candles.

Feel free to call with any questions or comments.

Regards,


Stephen Jensen, AIA
Architect

4 auburn road
londonderry
new hampshire
03053
603 425-5100
fax 425-5111

537

52-36-112

CHECK AMOUNT

\$ 1,852.66



Security features included. Details on back.

MP

EXPLANATION	AMOUNT

DOLLARS

CHECK NUMBER	537
--------------	-----

M. T. S., LLC
 21 COVESIDE RD.
 CUMBERLAND FORESIDE, ME 04110

PAY AMOUNT OF one thousand eight hundred fifty two and 66/100 DOLLARS

DATE 12/16/16 TO THE ORDER OF City of Portland

inspection fee

Michael Dwyer

FLEET

⑈000537⑈ ⑆01200365⑆ 93595 4293 ⑈

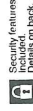
RECEIVED 12/4/16

538

52-36-112

CHECK AMOUNT

\$ 1,695.00



Security features included. Details on back.

MP

EXPLANATION	AMOUNT

DOLLARS

CHECK NUMBER	538
--------------	-----

M. T. S., LLC
 21 COVESIDE RD.
 CUMBERLAND FORESIDE, ME 04110

PAY AMOUNT OF one thousand six hundred ninety five and 00/100 DOLLARS

DATE 12/16 TO THE ORDER OF City of Portland

engineering fee

Michael Dwyer

FLEET

⑈000538⑈ ⑆01200365⑆ 93595 4293 ⑈

Pipeline Specialists



EVERETT J. PRESCOTT, INC.
P.O. BOX 600
GARDINER, ME 04345
PIPE LINE SPECIALISTS

Everett J. Prescott, Inc.

INVOICE NUMBER	DATE	GROSS AMOUNT	PERCENT	DISCOUNT/DEDUCTIONS	NET AMOUNT
VENDOR - City of Portland					\$490.71
Performance Guarantee Inspection Fee 1.7% of \$28,865.00					
		ATTN: Richard Knowland			
CHECK NO.		87858	TOTAL CHECK		\$490.71

DETACH STATEMENT BEFORE DEPOSITING

Pipeline Specialists



Everett J. Prescott, Inc.

EVERETT J. PRESCOTT, INC.
P.O. BOX 600
GARDINER, ME 04345

PIPE LINE SPECIALISTS

KEY BANK
GARDINER, MAINE 04345

52-62
112

CHECK NO. 087858

CHECK NO.

DATE

12/3/96

CHECK AMOUNT

490.71

PAY *****490DOLLARS71CENTS*****

TO THE
ORDER OF:

City of Portland
389 Congress Street
Portland, ME 04101

Edward N. Boudreau

AUTHORIZED SIGNATURE

⑈087858⑈ ⑆011200608⑆ 05⑈2189 2⑈



CITY OF PORTLAND

November 19, 1996

William Latvis
Sisquisic Trail
Yarmouth, ME 04096

Dear Bill:

The engineering review fee for the Joker's site plan came to \$1,695. This fee should be paid in advance of our final sign-off on the site plan.

Please forward a check in this amount to the Planning Office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard Knowland".

Richard Knowland
Senior Planner

cc: Alexander Jaegerman, Chief Planner

O:\PLANDEVRE\PROJECTS\510WARRN\LETTERS\LTVS1119.SAP11/20/96

431-7770

City of Portland Planning Department

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

FAX TRANSMISSION COVER SHEET

To: STOVE BUSHBY

Fax #: 879-6896

of Pages: 3

From: R. KNOWLAND

Date: 11-15-96

RE: PERFORMANCE GUARANTEE ESTIMATE FOR THE

PROSCOTT PORTION OF THE JOKONJ SITE FOR YOUR

REVIEW

THANKS

RK

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

CITY OF PORTLAND, MAINE
 Department of Planning and Urban Development
 SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date November 15, 1996

Name of Project Jokers II Family Entertainment Center/E.J. Prescott, Inc. (Outparcel)
 Address/Location 510 Warren Avenue
 Developer _____
 Form of Performance Guarantee Escrow Account
 Type of Development: Subdivision Site Plan (Major/Minor)

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>SUBTOTAL</u>	<u>COMPLETED</u>
1. STREET/SIDEWALK:				
Road (Storage Area)	<u>1000 S.Y.</u>	<u>\$8.00</u>	<u>\$8,000.00</u>	_____
Granite Curbing	<u>150 L.F.</u>	<u>\$25.00</u>	<u>\$3,750.00</u>	_____
Sidewalks	<u>70 S.Y.</u>	<u>\$8.00</u>	<u>\$560.00</u>	_____
Esplanades	_____	_____	_____	_____
Monuments	_____	_____	_____	_____
Street Lighting	<u>720 L.F.</u>	<u>\$13.00</u>	<u>\$9,360.00</u>	_____
Other (Fencing)	<u>(2 Gates)</u>	_____	_____	_____
2. SANITARY SEWER:				
Manholes	_____	_____	_____	_____
Piping	_____	_____	_____	_____
Connections	_____	_____	_____	_____
Other (Dumpster Enclosure)	<u>1</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>	_____
3. STORM DRAINAGE:				
Manholes	_____	_____	_____	_____
Catch Basins	<u>1 ea.</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>	_____
Piping	<u>30 L.F., 12" pipe</u>	<u>\$10.00</u>	<u>\$300.00</u>	_____
Detention Basin	_____	_____	_____	_____
Other	_____	_____	_____	_____
4. SITE LIGHTING				
5. EROSION CONTROL				
6. RECREATION AND OPEN SPACE AMENITIES				
7. LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)				
	<u>See Attached</u>	_____	<u>\$2,520.00</u>	_____
	<u>5% cont.</u>	_____	<u>\$1,375.00</u>	_____
8. MISCELLANEOUS				
TOTAL AMOUNT OF PERFORMANCE GUARANTEE			<u>\$28,865.00</u>	Approved _____
X 1.7% = INSPECTION FEE			<u>\$490.71</u>	Approved _____

E. J. Prescott, Inc. - 510 Warren Ave, Ptld Landscape Estimate

Trees

- 2 Summit Ash
- 1 Red Maple
- 3 Bradford Pears ⇒ 6 @ \$200.00 ea. = \$1200.00

Bushes

- 8 Sargent Juniper
- 5 Bar Harbor Juniper
- 4 Abbott wood petartilla
- 4 gold drop petartilla
- 3 snow _____ spirea
- 17 rogorosa roses ⇒ 41 @ \$20.00 ea. = \$820.00

Loam & Seed

200 S.Y. @ 2.50/S.Y. = \$500.00

TOTAL: \$2520.00

125' x 10' = 1250 S.F.

70' x 5' = 350 S.F.

1600 S.F. = 177 S.Y., call 200 S.Y.

1600 S.F. x .5' = 800 C.F. = 30 C.Y. loam

Loam: 30 C.Y. @ \$10.00 = \$300.00

Labor: 2 guys x 4 hrs = 8 x \$10 = \$80.00

Seed: 20 X \$4.00 = \$80.00

Total: \$460.00,

call 500.00 / 200 S.Y. = \$2.50/ S.Y.

NOV 18 '98 11:15 OWLS HEAD HOUSE 205 101

F. Readiness/Feasibility of the Project

We have secured site control of the property, submitted an application for funding to MSHA, and the development, design team and social service providers are assembled and ready to proceed. CHOM has demonstrated on other projects that we are able to move projects through development and into use in a very timely manner.

G. Month by Month schedule

Workplan and time tables:

- Plans and specs ready for preliminary bids by Jan. 15
- Rehab bids due by Jan. 31
- Title inspection, survey, land use opinion letter by Jan. 31
- Closing by Feb. 28
- Construction period- four weeks

H. Duration of affordability

The financing of this project is being structured so that a small debt service will allow for large refugee families to be able to rent apartments (with all utilities except electricity) at less than the maximums allowed by General Assistance. The rent levels are also below the fair market rents established by HUD and less than 30% of the income of a family at 65% of the median area income.

Additionally, the SHP A mortgage with MSHA will provide for a 30 year mortgage that will require that this property be maintained for low-income families for a period of at least 30 years.

**JOKER'S FAMILY FUN & GAMES
SITE PLAN COSTS**

The following costs were derived from contractor bids and/ or engineering estimates for the work to be performed at Joker's Two, Inc. at 510 Warren Avenue:

1.	Granite curb along warren avenue (installed)	
	a. Straight pieces	\$7,000
	b. Curved pieces	\$2,800
2.	Constructing new parking area	\$11,000
3.	Bituminous curbing for landscape islands and entrance	\$5,600
4.	Esplanade along Warren Ave	\$ 760
5.	Demolition of fences, sheds, removal of fire hydrant, removal of poles, excavation & backfill for conduit, precast light bases, Grading and patching of pavement. (See attachment - Work to be performed this Fall)	\$24,000
6.	Light poles and fixtures	\$12,000
7.	Fire Lane upgrade	\$1,520
8.	Landscaping	\$21,600
9.	Sidewalk - Warren Ave	\$3,500
10.	Drainage piping	\$4,500
11.	Rip Rap	\$1,000
12.	Site Ditching	\$1,600
13.	Detension Basin	\$7,000
14.	Erosion Control, Silt Fencing etc.	\$2,500
15.	Parking area striping	\$2,600
	Total	\$108,980

Most of the work except item #5. and some of the work in item #14. will be performed in the spring due to weather conditions and unavailability of materials. If any of these items do not have to be included in a bond we would appreciate eliminating them and therefore reducing the cost of the bond. This would also allow us to pay contractors during their progress and upon completion rather than after the bond has been released.

Any questions concerning the above numbers should be made to Tom Milligan since he collected the bids and or solicited estimates.

Attachment #1.

The following is a list of work that we would like to begin in the next 10 days:

1. Excavate for the foundation of the new addition.
 2. Install concrete foundation and insulation for new addition
 3. Demolition of two existing sheds \$ 3,000
 4. Demolition of existing fencing on paved area. \$ 1,000
 5. Removal of fire hydrant \$ 500
 6. Remove existing poles \$ 500
 7. Excavation, backfill and conduit for site lighting, underground utilities. \$ 3,500
 8. Install precast light bases. 4,000.00
 8. Grade in and patch parking lot with hot top or cold patch. 12,000.00
-
- 24,500**

Attachment #1.

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-
- 24,500**

Engineer Review and Site Inspection Fee Invoice Worksheet

Address: Former Grossman's - Warren Drive - Jokers

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 4

Memos/Corresp. 4

Review/Analysis 8

Meetings/phone calls 8

Total Hours 24 at 58 per hour

Review Fee (Private): \$ 1392

Stephen Buchy - DRC
Development Review Coordinator signature

Public Works

of Hours Estimated: (Public Improvements)

Field Work _____

Memos/Corresp. _____

Review/Analysis _____

Meetings/phone calls _____

Total Hours _____ at _____ per hour

Review Fee (Public): \$ _____

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 Public 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): \$ _____

Return
to
Natalie

14. Financial and Technical Capability

Technical capability information was previously submitted by the applicant. Financial capability information is shown on Attachment G.

V. **MOTIONS FOR THE BOARD TO CONSIDER**

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #61-96, the Board finds:

1. The plan is in conformance with the Site Plan Ordinance of the Land Use Code.

Potential Conditions of Approval:

- i. That the site plan be subject to review and approval by the Traffic Review Engineer.
- ii. That the site plan be subject to review and approval by the Development Review Coordinator (see Attachment H.)
- iii. That the site plan be revised reflecting the comments of the City Arborist to increase the width of the landscape buffer for the Prescott parcel. *6' Island*
12' buffer
- iv. That no tree clearance shall take place within the turnpike adjacent to this site unless approved by the Maine Turnpike Authority and the City Arborist.
- v. ~~That the improvements related to the miniature golf area, go-cart area and outside play area be removed from the site plan. These elements will be reviewed by the Planning Board at a later date when more detailed information is provided.~~
- vi. That the lighting plan be revised for review and approval by planning staff.

- no
Nov. 12
memo

Attachments:

- A. Site Plan
- B. Background Information
- C. Traffic Report Information - Jack Murphy
- D. Preliminary Comments of Traffic Review Engineer - Tom Errico
- E. Stormwater Management Report
- F. Lighting
- G. Financial Capability
- H. Development Review Coordinator Memo - Stephen Bushey

including the ^{final} location of structures and improvements, shall be approved by the Planning Board

John -
Here is a revised condition v. that addresses
Cyrus' understanding and resolves my legal concern

9/16/88

DRAINAGE MAINTENANCE AGREEMENT

IN CONSIDERATION OF Site Plan Approval approval granted by the Planning Board of the City of Portland to a plan entitled TOKER TWO, Inc., dated 11/2, 1988⁹⁶ and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine, a copy of which is attached hereto as Exhibit 1,* and pursuant to a condition thereof, M.T.S. LLC, a Maine Limited Liability Co. with a place of business at 21 Lakeside Road, Cumberland Foreside, Me. the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "OWNER"), as follows:

That it will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the surface water drainage system as shown on said plan, including but not limited to the detention basin or basins and the outlet or outlets therefrom, for the benefit of the said City of Portland, all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the OWNER written notice and a reasonable time to perform, the said City of Portland may, by its authorized agents or representatives, enter upon said premises or any portion thereof for the purpose of performing the aforementioned maintenance of said surface water drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the OWNER upon demand.

This Agreement shall not confer upon the said City of Portland or any other person the right to utilize said surface water drainage system for public use or for the development of any other property, and the OWNER shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said surface water drainage system for any reason whatsoever.

This Agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this _____ day of _____, 1988.

Michael T. Savage

By _____
its

FAX TRANSMISSION

TO: RICK KNOWLAND DATE: 4/24/97
OF: _____ PAGES: 5
FAX#: 756-9258 PHONE #: _____
FROM: TOM M 284-9118
SUBJECT: Bikers Two

COMMENTS:

Letter on Curbiney
D

Tony Lombardo of DPW was again called so that this conflict could be discussed and resolved.

On Wednesday April 23, 1997 a site visit was held to discuss the conflict between the actual gas line location and the proposed new curb line. In attendance at the meeting were Tony Lombardo DPW, Jim Wendel, Deluca Hoffman Assoc., Rene Peron, Dearborn Bros., the site contractor Bill Latvis and Jim Grattelo of Jokers, and me.

The issue of the alignment and location was discussed. It was felt that the curbing should not be installed over the gas line. It was determined, with all in agreement, that the best fit layout of the curbing would be as follows:

Beginning at the westerly side of the entrance driveway to the Jokers site, the curbing would be installed approximately 6 inches to the street side of the gas line. The curbing would then be installed in a straight line from that point to the end of the curbing as installed near the westerly property corner. Similarly the curbing along Warren Avenue to the east of the entrance driveway would begin at the headstone to the catchbasin and run to the existing curbline at the Georgia Pacific property. The resulting curb layout would cause the esplanade width to taper down from approximately 3 feet at the points furthest away from the entrance drive (both directions) to approximately a point of the entrance drive location.

Tony felt that this offered the best compromise to provide some esplanade yet avoid the gas line. The backedge of the sidewalk would be installed at its original location. All present were in agreement.

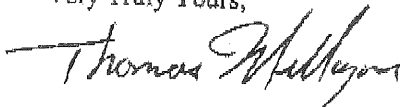
It is our understanding that site plan revisions of this nature may be reviewed and approved by staff as a minor change.

Tony suggested that I prepare a letter discussing this issue and forward it to you. He indicated that he would also contact you to discuss this matter.

Therefore, we respectfully request that the sidewalk and esplanade location be revised to be installed as discussed above..

If you have any questions, please call.

Very Truly Yours,



Thomas Milligan, PE

cc: Tony Lombardo
Jim Wendel
Rene Peron
Bill Latvis

Thomas Milligan, Jr., PE, PLS, LSE

Professional Engineer
Professional Land Surveyor
Licensed Site/Soil Evaluator

14 Deer Run Drive
Biddeford, Maine 04005
(207) 283-8810

April 23, 1997

Rick Knowland
Senior Planner
City of Portland
389 Congress Street
Portland, ME 04101

Re: Jokers Two Inc., 510 Warren Ave.
Revised Location of Street Curbing

Dear Rick:

On Wednesday, April 16, 1997, during one of my visits to the project site to review the progress of the site work, I reviewed the proposed location of the granite curbing to be installed along Warren Avenue. The proposed line of the curbing had been field laid out by the site contractor per the site plan. I observed that this curbing location, as laid out, appeared to be situated too far out into the paved roadway area to align with the existing curbing line located on Warren Avenue to the east of the project site. I then contacted Tony Lombardo from the Department of Public Works regarding this issue and requested he visit the site to review the curbing location. I felt that since the curbing location, as laid out based on the approved plan visually appeared to be too far into the paved area and did not "fit in" well with the surrounding curb lines, it would be prudent to resolve the location issue prior to installation.

Tony visited the site and took measurements to the proposed curb line as laid out and agreed that it generally conformed to the site plan layout. However, Tony also agreed that it would be better to move the curb approximately three feet away from edge of the roadway, thereby allowing for a greater roadway width. This shifted curb location would also better align it with adjacent curbing sections.

Therefore, public works approved the moving the curbing location three feet away from the roadway edge towards the property line.

The site contractor began installing the curbing on Monday April 21, 1997. At that time it was discovered that the location of the high pressure gas line that runs along Warren Avenue varied with respect to the edge of the roadway (i.e. it was not located parallel to and equidistant from the edge of the pavement). The gas line location painted on the street, which had been marked out by the gas company, had apparently been mis-marked. The actual gas line location was found to be almost directly under the proposed new located for the curb line.

Inspection Services
P. Samuel Hoffses
Chief



Planning and Urban Development
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

May 5, 1997

Mr. William Latvis
Sisquisic Trail
Yarmouth, Maine 04096

George Horowitz, Associates
224 Valentine Street
Newton, MA 02165

RE: Joker's, 527-558 Warren Avenue, Portland, Maine
Structural Repairs

Dear Sirs,

In response to your attached plan of action for the necessary structural repairs to the above mentioned, please be advised that you are required to adhere to the following restrictions:

- 1.) Referring to Field Report submitted by George Horowitz Associates, dated May 2, 1997
 - a.) Item #1 must be completed and inspected by May 9, 1997 no later than 5:00 pm.
 - b.) Item(s) #2 and #3 must be completed and inspected by July 2, 1997, no later than 5:00 pm.
- 2.) The installation/repair of any and all structural members or supports must be completed by Certified companies licensed in the State of Maine, and having no less than 5 years documented experience.
- 3.) All work must conform to AWS D1.1-Structural Welding Code, ASTM A36 and A36M - Structural Steel, and any and all other applicable State and Federal Codes.
- 4.) All work must be checked by a Certified Structural Engineer with a stamped letter and an as built drawing submitted to this office within forty-eight hours of completion of repairs verifying work is adequate.
- 5.) A representative from the City of Portland must be present during the inspections of each area modified, either myself or P. Samuel Hoffses will be available, given proper notification of a minimum of 24 hours.

- 6.) All repairs must be conducted during hours of non-operation, as to avoid any possible danger to the general public.

If the above restrictions are not adhered to, the City reserves the right to revoke any and all licenses, temporary certificate of occupancy, and to order the closure of the facility for the failure to comply.

We would like to keep a good working relationship with you and feel that the above mentioned is not out of line given the condition of the roof, and its potential danger to any occupants if not repaired in a timely and professional manner. If you have any questions, please feel free to contact me at (207)874-8300 ext. (8707) or P. Samuel Hoffses, Chief of Inspection Services at (207)874-8300 ext. (8704).

Sincerely,



Amy E. Powers
Code Enforcement Officer

enclosure

cc: P. Samuel Hoffses, Chief of Inspections
Joseph Gray, Dir. Planning and Urban Development
Jensen Stenbak Architecture and Interiors. Inc.
Richard Knowland, Planning and Urban Development

GEORGE HOROWITZ ASSOCIATES
STRUCTURAL ENGINEERING
224 VALENTINE STREET
WEST NEWTON, MA 02165

TEL (617) 244-4443 FAX (617) 244 2875

FIELD REPORT

DATE: MAY 2, 1997

PROJECT: Jokers, Waveron Ave, Portland Mo.

TO: JOYSON STONBARK ARCHITECTS

Job is complete except for the following items.

- X - 1) The failed joist which was fixed at some earlier time needs to have the remedial work done. A.P. SK 318 issued by this office. An 8x8 wood post will be installed as a temporary measure from floor to bottom of joist — 1 week 9th.
- * 2) there is a segment of rusted roof deck in this area which should be repaired. see attached sketch 3-2.A - which accompanies this report. 2 months 2 July 97
- * 3) Cuts were made in roof deck which should be reinforced. There are three repairs to be made at three A.C. Rafter units. See sketch 3.2.B which accompanies this report. 2 months 2 July 97

Assuming the repairs are made within the next few weeks I see no reason the public can't be admitted

BY: George Horowitz TITLE P.E.

TO: RICK KNOWLAND

FROM: TOM MULLIGAN

DATE: March 20, 1997

RE: LIGHTING - JOYERS Project

As requested we are forwarding data by CUTS and a photometric plan for both the originally proposed lights and the lights now proposed.

As you can see from the photometric plan the footcandle values at the perimeter points are less than for the lights originally proposed.

Please indicate your approval of the proposed light fixtures. We need to place an order on Friday to insure delivery on time.

Exhibit A - previously submitted lights
Exhibit B - proposed lights

GREENBRIAR MEDIUM/LARGE



THE GREENBRIAR® SERIES - MEDIUM/LARGE

Designed to be a vanguard for the '90s, there's finally a comprehensive approach to outdoor lighting. Greenbriar incorporates a high-performance vertical burn optical system into a smart, economical housing. Strong in capability. Dependable without question. Unique in value.

SPECIFICATIONS

HOUSING

The Greenbriar's aluminum housing is finished to produce a clean, sharp appearance, and designed to ensure weather-tight construction. Top-access cover provides ease of installation and servicing. All pole-top fixtures are pre-wired. Each fixture is UL listed and CSA certified for wet locations.

LENS/GASKET

The Greenbriar's contoured tempered glass lens is sealed to the housing with an EPDM gasket, preventing entry of moisture and insects.

TOP FASTENERS

The Greenbriar's four captive stainless steel door fasteners secure the top-access cover to the housing.

SOCKETS

Porcelain mogul-base sockets feature spring-reinforced contacts for long life.

LIGHT SOURCES

The Greenbriar is designed to operate with any of the following lamp types: High Pressure Sodium, Super Metal Halide, or Metal Halide with mogul-base sockets.

REFLECTORS/DISTRIBUTION PATTERNS

The Greenbriar fixture is available in five reflector systems and distribution patterns, all with vertical burn lamps: Type II (2), Type III (3) (400 Watt only), Type V Square (5), Automotive Forward Throw (FA) (1000 Watt only), and Perimeter Forward Throw (FP). Reflectors are field-rotatable, enabling generous flexibility in distribution patterns without fixture movement. All photometric data is certified by an independent testing facility.

FINISHES

Each Greenbriar fixture is finished with DuraGrip®, LSI Lighting Systems' revolutionary superior baked-on polyester-powder finishing process, to give the fixture an exceptionally attractive appearance. Standard finish colors available for the Greenbriar are bronze, black, platinum, cocoa, buff, white, and green. The DuraGrip polyester finish withstands extreme weather changes without cracking or peeling. Finish is guaranteed for five full years.

DECAL STRIPING

To complement the fixture's appearance, a color-coordinated decal is available in 10 standard decal colors or by custom order from a selection of hundreds. Decal is guaranteed for five years against peeling, cracking, or fading.

BALLAST

High-power factor ballast with removable ballast tray Metal Halide, Super Metal Halide, and High Pressure Sodium fixtures feature a type CWA ballast. All ballast types are designed for -20° F operation.

BRACKETS

Arm Mount: 2-1/2" x 6" x 12" length, extruded aluminum bracket shipped standard with medium luminaires (GBM). Fourteen-inch arm mounts are shipped standard with large luminaires (GBL) only. (A 6" bracket is available for single or D180° configurations, but must be ordered from the Options column of the ordering chart.) A Round Pole Plate (RPP) is required for mounting to 3"-5" round poles. (See Accessories chart.)

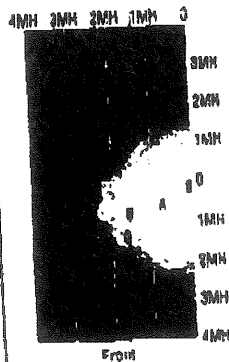
Pole Top: The cast aluminum mounting hub conceals wiring compartment and mounting hardware (consisting of four 1 1/16" O.D. aluminum rods for medium fixtures and 7/8" O.D. aluminum rods for large fixtures, and a high-strength grade-five steel bolt with nylon insert and split lock washer for double locking).

POLES

Refer to Poles/Brackets section of catalog for pole information.

PHOTOMETRICS

400W High Pressure Sodium
Type III - Vertical Burn Distribution



Listed for wet locations.



CSA Certified

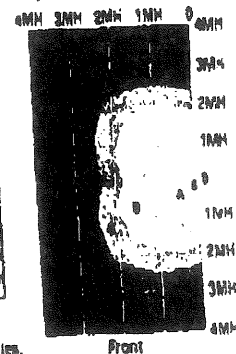
HT.	A	B	C	D	E	F
12'	13.88	6.94	4.66	3.70	1.38	.51
14'	10.20	5.10	3.57	2.84	1.02	.41
16'	7.61	3.91	2.73	2.08	.78	.31
18'	5.77	3.01	2.10	1.59	.62	.25
20'	4.50	2.40	1.79	1.26	.50	.20
22'	3.73	2.07	1.49	.99	.41	.17
24'	3.17	1.74	1.22	.80	.35	.14
26'	2.76	1.48	1.00	.68	.30	.12
28'	2.45	1.28	.86	.61	.26	.10
30'	2.21	1.11	.76	.54	.22	.09

Lumen Rating 50,000
Levels shown are in footcandles.

HT.	A	B	C	D	E
20'	11.26	4.80	3.20	1.19	.46
22'	9.24	3.72	2.48	.93	.37
24'	7.81	3.19	2.00	.76	.31
26'	6.66	2.85	1.68	.67	.27
28'	5.74	2.51	1.46	.57	.23
30'	4.98	2.25	1.30	.50	.20
32'	4.37	1.97	1.13	.47	.19
34'	3.88	1.75	.98	.41	.16
42'	2.22	.99	.44	.22	.09
50'	1.00	.72	.36	.19	.07

Lumen Rating 115,000
Levels shown are in footcandles.

1000W Super Metal Halide
Type V Square - Vertical Burn Distribution



LIGHTING SYSTEMS A Division of LSI Industries Inc.
10000 Alliance Road • P.O. Box 62726 • Cincinnati, Ohio 45242-0726 • (513) 763-9200 • FAX (513) 684-1928

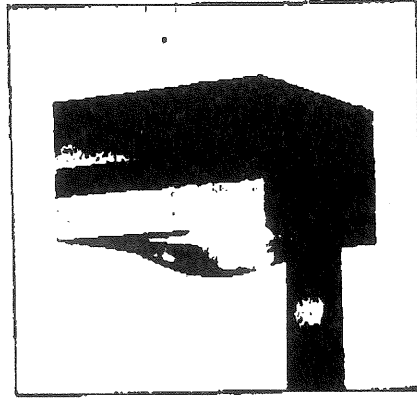
EXHIBIT A



GREENBRIAR - MEDIUM/LARGE

A-100

DIMENSIONS		A	B	C
		21-5/8"	15-5/8"	—
		21-9/8"	15-3/8"	21-15/16"
		26-1/8"	19-1/2"	—
		26-1/2"	19-1/2"	26-13/16"



LUMINAIRE EPA CHART Includes bracket.	Pole Top Mount						
	Single	090°	D180°	T80°	TM120°	Q90°	
Medium							
Green Briar - 12" Arm Mount Bracket (GBM)	—	3.3	3.8	6.5	9.1	9.3	11.7
Green Briar - Pole Top (GBPL)	3.4	—	—	—	—	—	—
Large							
Green Briar - 14" Arm Mount Bracket (GBL)	—	4.7	5.2	9.3	13.2	13.7	17.5
Green Briar - Pole Top (GBPL)	4.9	—	—	—	—	—	—

LUMINAIRE ORDERING INFORMATION Select appropriate choice from each column to formulate order code. Refer to example below.							
Luminaire Profile	Distribution	Lamp Wattage	Light Source	Lens	Line Voltage**	Luminaire Finish	Options
Medium GBM - Arm Mount GBPM - Pole Top	2 - Type II 3 - Type III FP - Parimeter Forward Throw 5 - Type V Square	280 400	MHPS - High Pressure Sodium 280, 400 Watt SMV - Super Metal Halide (Vertical) 400 Watt MH - Metal Halide 250, 400 Watt	CT - Contoured Tempered Glass	947V 480V MT - Multi Tap†	BRZ - Bronze BLK - Black PLT - Platinum COA - Cocoa BWF - Buff WHT - White GRN - Green	GBK - 6" Bracket PQ120V - Button-Type Photoelectric Control PQ208V - Button-Type Photoelectric Control PQ240V - Button-Type Photoelectric Control PQ277V - Button-Type Photoelectric Control LL - Less Lamp CL - Coated Lamp FS120V - Single Fusing FS277V - Single Fusing FS347V - Single Fusing FD280V - Double Fusing FD240V - Double Fusing FD480V - Double Fusing ND - No Options Color Details 45 - Light Gold Metallic 30 - Charcoal Metallic 94 - Blue Metallic 39 - Dark Green 31 - Tomato Red
Large GBL - Arm Mount GBPL - Pole Top	2 - Type II FP - Parimeter Forward Throw FA - Automotive Forward Throw 5 - Type V Square	750 1000	MHPS - High Pressure Sodium 750, 1000 Watt SMV - Super Metal Halide (Vertical) 1000 Watt MH - Metal Halide 1000 Watt				55 - Black 50 - White 575 - Putty 01 - Chrome 51 - Dark Red

EXAMPLE OF A TYPICAL ORDER **GBM 5 400 MH CT MT BRZ NO**

*760W High Pressure Sodium not available in MT. Specify voltage required.
 **For international voltages, consult factory.
 †MT - Multi Tap is shipped standard unless otherwise specified. Multi Tap consists of 120V, 208V, 240V, and 277V
 Note: Consult factory for replacement arms. A 6" bracket can only be ordered with single and D180° configurations.

OPTIONAL BRACKET ORDERING INFORMATION			
Internal Filter Order Number: SKA-D180-D180-CLR D180° SKA-D180-Q90-CLR Q90° SKA-D180-D180-CLR D180° SKA-D180-Q90-CLR Q90°	Tension Mount Filter* Order Number: SKA-NM-D180-CLR D180° SKA-NM-Q90-CLR Q90° *Tension also in 2-3/8" O.D. Consult factory for other sizes.	Bracket Configuration Order Number: SKS-80-WM-W-CLR Wall Mount	Pole Top Adapter Order Number: SKS-RPT-TA-2 2' 2-3/8" SKS-RPT-TA-2-1/2 2-1/2' 2-7/8" SKS-RPT-TA-3 3' 3-1/2" Note: Specify length. Diameter 2-3/8" O.D. tension, unless specified differently.

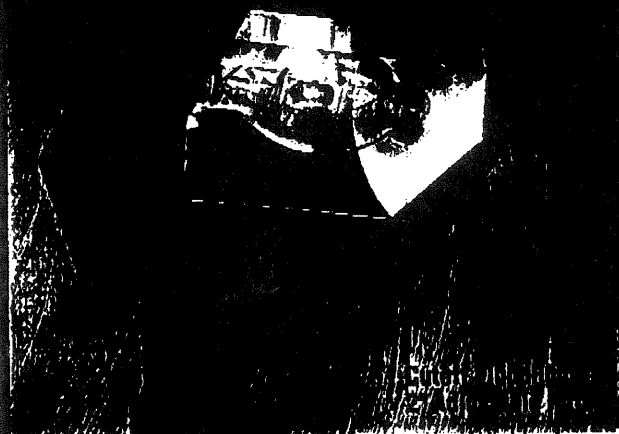
ACCESSORY* ORDERING INFORMATION	
Description	Order Number
GBM 2 HSS - House Side Shield	4342901**
GBPM 2 HSS - House Side Shield	4342901**
GBM 3 HSS - House Side Shield	4342902**
GBPM 3 HSS - House Side Shield	4342902**
GBM FP HSS - House Side Shield	4342902**
GBPM FP HSS - House Side Shield	4342902**
GBL 2 HSS - House Side Shield	4342903**
GBPL 2 HSS - House Side Shield	4342903**
GBL FA HSS - House Side Shield	4342904**
GBPL FA HSS - House Side Shield	4342904**
GBL FP HSS - House Side Shield	4342904**
GBPL FP HSS - House Side Shield	4342904**
RPT - Round Pole Plate	890801**

*Accessories are field installed.
 **Stock only.

EXHIBIT A

Cutoff Floodlight CF Series

Lamp Included!



Cutoff Floodlight Order Information

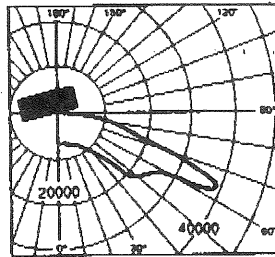
Housing Size (sq.)	Wattage/Lamp	Catalog Number	Mounting Code
12"	50W MH	MCF-240S-D	3 - 2" Adjustable Filter
12"	70W MH	MCF-407-D	4 - Yoke Mount
12"	100W MH	MCF-410-D	5 - Fixed 20" Mount
12"	175W MH	MCF-417-M	6 - 1/2" Adjustable Filter
16"	175W MH	CF-417-M	(1/2" Adj. Filter for use on 12" housing only)
16"	250W MH	CF-425-M	8 - Without Mounting (hardware)
16"	400W MH	CF-440-M	(factory-drilled)
22"	1000W MH	CF-498-M	
12"	35W HPS	MCF-2503-1	
12"	50W HPS	MCF-2505-D	
12"	70W HPS	MCF-2507-M	
12"	100W HPS	MCF-2510-M	
12"	150W HPS	MCF-2515-M	
16"	250W HPS	CF-2525-M	
16"	400W HPS	CF-2540-M	
22"	1000W HPS	CF-2598-M	

Options: (factory-installed)	Change Suffix To	Add After Suffix
120V Reactor ballast (50-150W HPS 12" housing only)	1	
480V ballast (175-1000W MH & 70-1000W HPS only)	5	
Quad-volt ballast (50-100W MH only)	M	
Tri-volt ballast (70-1000W MH & 70-1000W HPS only) (Canada only)	T	
Single Fuse* (120V, 277V or 347V)	1, 2 or 6	F
Dual Fuse* (208V, 240V or 480V)	3, 4 or 5	F
2-Level (250-400W HPS only) (Pages 50-51)	voltage suffix	M
Quartz Standby (includes 100W Q lamp) (non delay-relay type)	Q	
Uplight Option (12" & 16" housings only, special door hinge/gasket provided)	U	
Button Photocell*		
Factory-installed with all mountings other than 2" Adjustable Filter (except 1000W w/120V, all 480V)	voltage suffix	P
External Photocell* (factory-installed) (Page 60)		
For fixtures w/1000W, 120V	1	P
For fixtures w/480V	5	P
Button Photocell*		Catalog #
Field-installed in fixtures with 2" Adjustable Filter		
For fixtures w/120V (except 1000W)		PC-1
For fixtures w/208, 240 or 277V		PC-2
For fixtures w/347V		PC-6

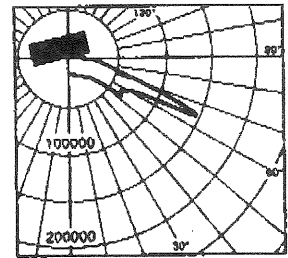
*NOTE: Fixtures with factory-installed photocell and/or fuse supplied with single voltage ballast.

RUUD LIGHTING

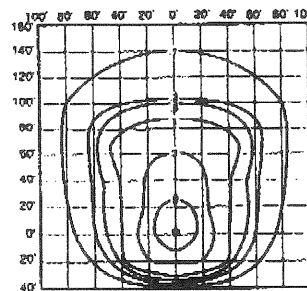
This cutoff luminaire has an optical system specifically designed to assure maximum main beam projection, while minimizing spill light. It is generally positioned with a 15° to 25° tilt above horizontal to reduce glare and obtain optimum performance.



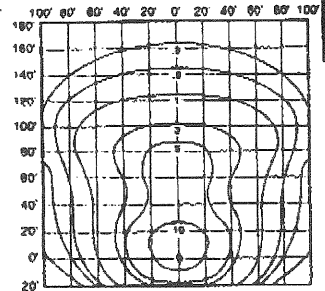
Candlepower Distribution Curve of 400W HPS Cutoff Floodlight, 20° tilt above horizontal.



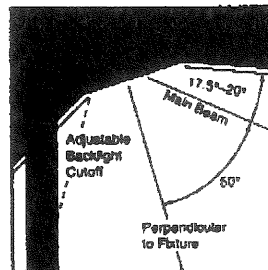
Candlepower Distribution Curve of 1000W HPS Cutoff Floodlight, 20° tilt above horizontal.



Isofootcandle plot of one 400W HPS Cutoff Floodlight at 30° mounting height, and 20° tilt above horizontal.



Isofootcandle plot of one 1000W HPS Cutoff Floodlight at 40° mounting height, and 20° tilt above horizontal.



The main beam is 50° above a line perpendicular to the face of the fixture.

Accessories: (field-installed) (Page 60)	12" housing			16" housing			22" housing		
	Wire Guard	FWG-12	FWG-16	FWG-22	FWG-12	FWG-16	FWG-22	FWG-12	FWG-16
Backlight Shield	SBL-12	SBL-16	SBL-22	SBL-12	SBL-16	SBL-22	SBL-12	SBL-16	SBL-22
Polycarbonate Vandal Shield	LS-12	LS-16	LS-22	LS-12	LS-16	LS-22	LS-12	LS-16	LS-22

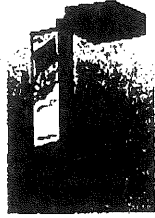
Specification Sheets: MCF3-12", MCF4-12", MCF5-12", MCF6-12", CF3-16", CF4-16", CF5-16", CF3-22", CF4-22", CF5-22"	Pages 50-51
2-Level Option (250-400W HPS)	Pages 50-51
Optical Systems	Pages 56-57
Mountings	Page 58
Catalog Number Logic/Voltage Suffix Key	Page 59
Mounting Alternatives	Page 61
Accessories	Page 60
Mounting Brackets	Pages 62-63
Notes	Pages 64-67

EXHIBIT B
(PROPOSED)

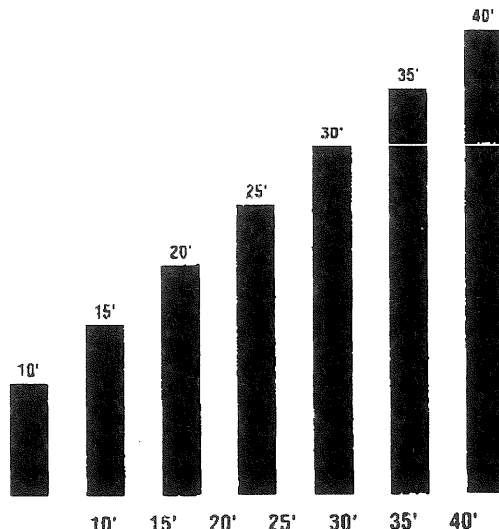
Ruud Lighting Steel and Aluminum Square Poles PS, PA Series

Pole Selection

To choose the correct pole for an application, careful consideration must be given to the shape, size, number and weight of all fixtures to be supported, as well as the geographical location of the job. The charts below and on page 86 indicate Effective Projected Area (EPA) ratings for Ruud Lighting poles and floodlights. Use this data in conjunction with the map on page 85, which indicates approximate maximum wind zones throughout North America. Wind zones are based on a 50-year recurring mean and include a 1.3 gust factor.



NOTE: Hanging signs, banners and flags on poles is not recommended without considering increased wind loading. The EPA ratings below do not allow for this added stress. Please consult factory for advice on pole selection if attaching signage or flags.



Poles longer than 30' are segmented but shipped assembled.

The EPA rating of the pole must be equal to or greater than that of the fixture, taking into consideration the wind conditions at the jobsite.

	10'	15'	20'	25'	30'	35'	40'
3'sq	S, A	S, A	S				
4'sq	S	S, A	S, A	S	S		
5'sq				S, A	S	S	
6'sq					S, A	S	S

Key: S = Steel; A = Aluminum

Square Poles
EPA Ratings

Pole Specifications and Order Information

Catalog No.	Height (feet) Width (inches) x Wall (inches)	Bolt Circle (inches)	Maximum Fixture Weight (lbs.)	Pole "EPA" Ratings Base Wind Velocity (MPH)						Shipping Weight (lbs.)
				70	80	90	100	110	120	
Square Steel Poles										
PS3S10S*BZ	10 x 3 x 0.180	10	150	30.8	23.5	18.4	14.7	11.9	9.8	79
PS3S15S*BZ	15 x 3 x 0.180	10	150	18.0	13.5	10.3	8.0	6.3	5.0	114
PS3S20S*BZ	20 x 3 x 0.180	10	150	11.0	7.8	5.6	4.0	2.7	1.8	149
PS4S10C*BZ	10 x 4 x 0.120	10	450	39.2	29.8	23.3	18.5	15.0	12.3	78
PS4S15C*BZ	15 x 4 x 0.120	10	300	22.9	17.1	13.1	10.1	7.9	6.2	119
PS4S20C*BZ	20 x 4 x 0.120	10	400	14.0	9.9	7.0	4.9	3.3	2.1	149
PS4S25C*BZ	25 x 4 x 0.120	10	175	9.1	5.9	3.7	2.1	0.9	0.0	182
PS4S25S*BZ	25 x 4 x 0.180	10	350	15.4	10.9	7.6	5.3	3.5	2.2	252
PS4S30S*BZ	30 x 4 x 0.180	10	250	9.9	6.3	3.7	1.8	0.3	0.0	301
PS5S25S*BZ	25 x 5 x 0.180	10	450	26.7	19.3	14.1	10.3	7.5	5.3	320
PS5S30S*BZ	30 x 5 x 0.180	10	375	18.4	12.4	8.2	5.2	2.9	1.1	379
PS5S35S*BZ	35 x 5 x 0.180	10	300	13.1	8.2	4.7	2.1	0.2	0.0	493
PS6S30S*BZ	30 x 6 x 0.180	11.5	525	29.3	20.5	14.3	9.8	6.4	3.5	457
PS6S35S*BZ	35 x 6 x 0.180	11.5	450	21.8	14.4	9.3	5.5	2.7	0.6	614
PS6S40S*BZ	40 x 6 x 0.180	11.5	400	14.7	8.5	4.0	0.8	0.0	0.0	686
Square Aluminum Poles										
PA3S10C*BZ	10 x 3 x 0.125	8	100	7.0	5.1	3.7	2.8	2.0	0.0	21
PA3S15C*BZ	15 x 3 x 0.125	8	70	2.4	1.3	0.5	0.0	0.0	0.0	31
PA4S15C*BZ	15 x 4 x 0.125	9.25	125	5.6	3.5	2.1	1.0	0.2	0.0	43
PA4S20D*BZ	20 x 4 x 0.250	9.25	125	7.5	4.8	2.9	1.5	0.4	0.0	99
PA5S25D*BZ	25 x 5 x 0.250	11.5	260	11.3	7.2	4.3	2.1	0.4	0.0	143
PA6S30D*BZ	30 x 6 x 0.250	13	323	11.7	6.8	3.2	0.5	0.0	0.0	210

Optional Poles: Consult factory for availability of round tapered steel and aluminum poles, round tapered fiberglass poles, square straight wood poles, as well as High Mast and Sports Lighting poles.

NOTES:

* Specify direct mount pole configuration:
1 2 3 5 6



* Indicate T for tenon mount.
(Order tenon separately)

Duplex and GFI receptacles are available
--- Consult factory.

Poles can be ordered without
base cover.

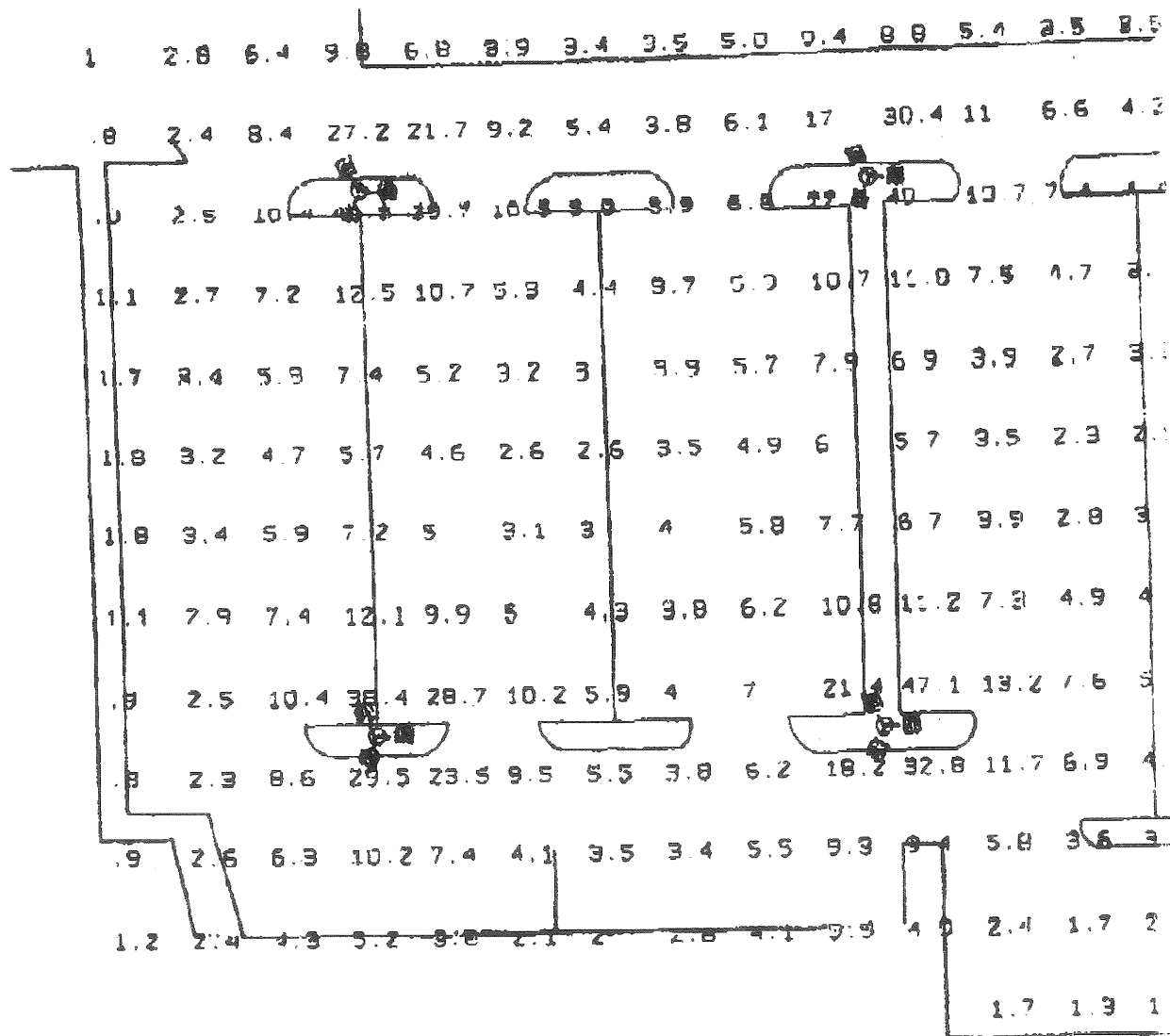
Poles longer than 30' are segmented but
shipped assembled.

Consult factory for pole freight
(based on ship-to zip code).

For fixtures with Fixed 20' Mount, add prefix
"2" to configuration numbers
(i.e. "21", "22", "23", "25" and "26")
EXAMPLE: PS6S10S21BZ

EXHIBIT B

(Proposed)

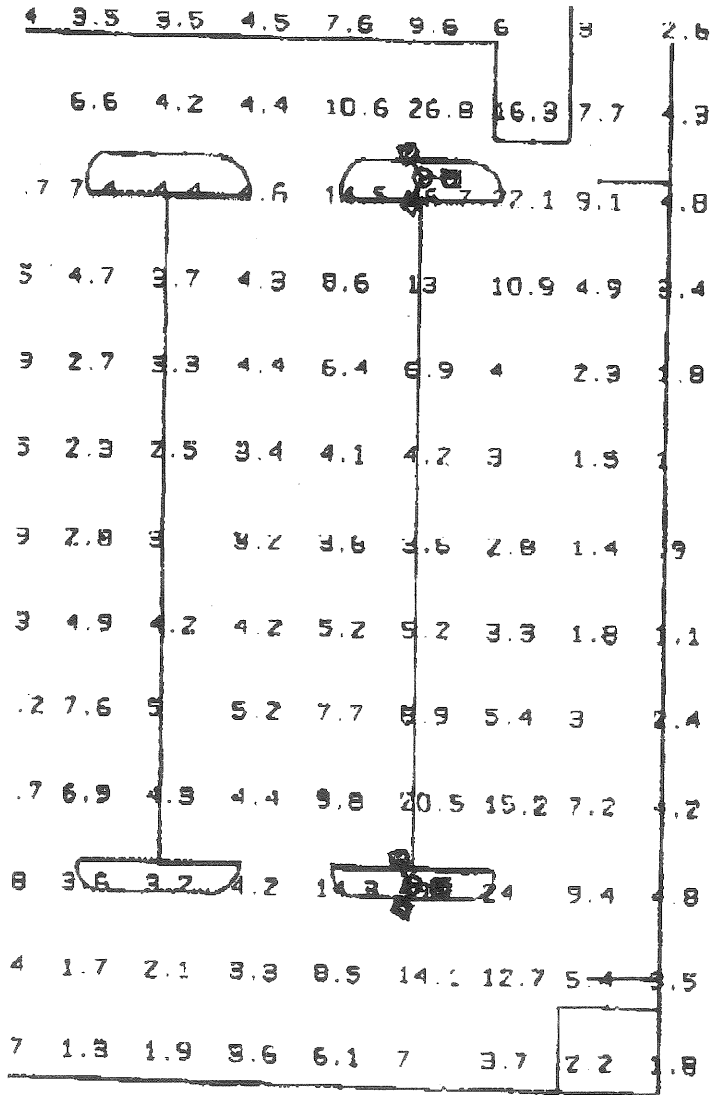


EQUIPMENT:

LABEL	QTY	CATALOG # & VOLTAGE	DESCRIPTION
LF	18	CF3499-11 1000V MH	22" CUTOFF FLOODLIGHT
POLE	6	PS4820GTBZ	20' x 4" SQUARE STEEL POLE
TENON	6	PA-1A4	SINGLE TENON FOR 4" SQ. POLE
TENON	6	PT-9(120)	120 DEGREE TRIPLE TENON

PROPOSED POLES MEET 90 MPH SUSTAINED WINDS.

EXHIBIT B RW00



TO: RICK KNOWLAND

From: Tom Milligan

date: MARCH 30 1997

Re: JOKERS TWO - SEWAGE DISPOSAL SYSTEM.

I AM FORWARDING A COPY OF THE LETTER I MAILED TO TONY LEMBARDO REGARDING THE JOKERS SEWAGE DISPOSAL SYSTEM. TONY & I HAVE DISCUSSED THE REPLACEMENT OF THE EXISTING SEPTIC TANK / PUMP STATION WITH A NEW TANK AND PUMP STATION. TONY AGREES WITH THE APPROACH BEING TAKEN. HE SUGGESTED I FORWARD THE LETTER TO YOU.

IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL AT 284-9110. OR YOU CAN CALL TONY.

Post-It [®] Fax Note	7671	Date	# of pages ▶
To	RICK K	From	TOM
Co./Dept.		Co.	
Phone #		Phone #	284 9110
Fax #	754-8250	Fax #	

TOM MILLIGAN, SE, PE

14 DEER RUN DRIVE
BIDDEFORD, MAINE 04005
283-8810

March 29, 1997

Tony Lombardo, PE
City of Portland
Department of Public Works
55 Portland Street
Portland, ME 04101

Re: Replacement of Septic Tank, Jokers Two Project, 510 Warren Avenue

Dear Tony:

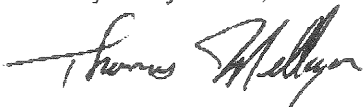
As we discussed several weeks ago by phone, because of the need to maintain pitch on the sewer piping from the new building addition currently under construction, the existing septic tank/pump station serving the existing structure needs to be lowered in order to receive the building sewer piping from the new addition.

Also as discussed, rather than attempting to dig up, reset and lower the existing tank, it was decided to install a new septic tank and pump station. This seemed to be the prudent route to take since it is very difficult to remove and reset such structures and because the age of the existing components are unknown.

We are proposing to install a new 1500 gallon tank and pump station adjacent to the existing tank. The pump discharge will be connected into the existing force main. The pump station will be a simplex station with submersible pump installed in a 4' diameter wetwell. Pump controls, alarm horn and light will be located within the structure.

We are planning to install the septic tank and pump station early next week. The contractor will contact your office as to when the work will be done. The contractor will perform any testing required by your office. If you have any questions, please call me at 284-9118.

Very Truly Yours,



Thomas Milligan, PE

Thomas Milligan, Jr., PE, PLS, LSE

Professional Engineer
Professional Land Surveyor
Licensed Site/Soil Evaluator

14 Deer Run Drive
Biddeford, Maine 04005
(207) 283-8810

March 18, 1997

Rick Knowland
Planning Department
City of Portland
389 Congress Street
Portland, ME 04101

Re: Jokers Two Inc., Project, Revised
Schedule for Site Improvements

Dear Rick:

As a result of our Friday afternoon meeting at City Hall, we are providing an updated time schedule for completing the various site improvements required of this project as depicted on the approved Jokers Site Plan. Also in attendance at that meeting were Steve Bushey of Deluca Hoffman, and Joe Grey, The City Director of Planning.

We had previously submitted a schedule for completing the various site improvements in a letter dated March 5, 1997. Your staff had reviewed the originally proposed schedule and had indicated that it was unacceptable because it "stretched" the improvements out over too long a period. Your major concern was vehicle and pedestrian circulation and safety issues.

On Friday, we provided a revised schedule for completion of improvements. The revised schedule substantially reduced the time span schedule for completing the improvements over that originally presented. In general, the dates for completion of the various improvements were moved up by one to two months over that originally proposed.

Upon your review of the revised schedule, it was suggested that the schedule should be more specific in several areas; that the date for installation of erosion control and detention facilities should be moved up; that pedestrian walkways be delineated; traffic signage be installed, and that the schedule of improvements be more clearly depicted on a site plan perhaps by color coding.

At the conclusion of our meeting, it appeared evident that the revised schedule of improvements was much more acceptable to the City and that based on this revised schedule and upon

incorporating the suggested modifications made by you and your staff, the City would likely allow the building to be occupied on the April 15th date. You indicated that the City would closely monitor the progress of the improvements and site activity for compliance to the schedule proposed.

As suggested, we are providing a revised and refined schedule for installing the site improvements.

The revised schedule is proposed as follows:

<u>Item</u>	<u>Completion Date</u>
1. Install gravel firelane to access right front side of building.	April 15, 1997
2. Installation of Light Poles	April 15, 1997
3. Demolition of remaining building	June 1, 1997
4. Installation of erosion control structures devices.	May 15, 1997
5. Cleaning of existing catchbasins and piping in parking lot, inspect and repair	April 15, 1997
6. Installation of granite curb along Warren Ave.	June 7, 1997
7. Installation of sidewalk and esplanade along Warren Ave.	June 7, 1997
8. Construction of detention basin	May 22, 1997
9. Installation of drainage piping	June 1, 1997
10. Repair/regrading, construction of parking lot and entrance	Items 10-13, See Below
11. Re-paving/patching of parking lot	Phase I - June 7, 1997
12. Installation of curb in parking lot area	Phase II -- July 1, 1997
13. Striping of pavement area	
14. Installation of landscaping plants	July 15, 1997
15. Final landscaping details, loam and seed, bark mulch	July 15, 1997
16. Final inspection by City	July 22, 1997

NOTE: This schedule is somewhat depended upon suitable weather conditions and delivery dates. It is believed that the schedule proposed provides adequate time for the work to be completed. The owners will work diligently and expeditiously to complete the improvements on or before the dates given.

We are proposing to undertake the improvements to the parking area (Items No. 10-13) in two phases. This phasing will allow a usable area for parking while the other part is being constructed.

Phase I will consist of rebuilding the rear portion of the proposed parking lot (approx. 60%). Customer parking will be provided on the front portion of the site on areas now paved (on the areas that were used for Grossman customers parking).

In Phase I, jersey barriers will be installed to define parking stalls and isles. Striping of spaces will be provided to allow for optimum usage of the area.

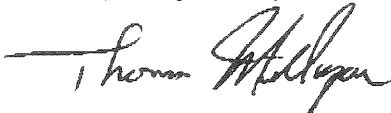
6. retain jersey barriers along entrance drive until curbing installed to prevent vehicle short circuiting the lot.

Please review the revised schedule of improvements presented above. We hope this schedule is acceptable to you.

We respectfully request that Jokers Two facility be allowed to open on or before April 15, 1997 with the condition that the site improvements be made on the above schedule.

If you have any questions, please call..

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Thomas Milligan".

Thomas Milligan, PE

cc: Jokers Two, Inc.

Phase II will rebuild the front portion of the parking area; parking will be moved to the rear of the site (on the portion rebuilt on the previous phase). Staff parking during both phases will be at the southerly end of the building. It will be located on a currently paved area that will ultimately be eliminated.

The proposed phasing plan will effectively separate construction activities from customer usage areas thereby maximizing customer safety.

Presented below is a detailed schedule for the work to be completed in each phase of the parking area construction.

Phase I Front portion of site -- Completion date April 15, 1997

1. delineate parking area and isles using jersey barriers.
2. delineate site entrance drive using jersey barriers.
3. stripe entrance drive and parking stalls.
4. provide signage for direction to parking lot area, no parking signs, etc.
5. delineate pedestrian walkways.
6. rope off fire lane, pedestrian walkways, saw horse off rear parking area.
7. overlay entrance drive (when finish paving rear portion of lot and stripe traffic lanes.

Phase I -- Rear portion of site. -- Completion date June 7, 1997

1. grind, grade or repair existing pavement
2. install new parking area at rear of site
3. repair pavement or base pave parking areas.
4. install curbing for islands
5. repair pavement or finish pave lot area
6. delineate pedestrian walkways
7. stripe stalls

Phase II -- Rear portion -- Completion date June 7, 1997

1. in use for parking for facility during construction of Phase II front

Phase II -- Front portion -- Completion date July 1, 1997

1. grind, grade or repair front pavement area.
2. repair pavement or install new base pavement.
3. install new curbing for islands.
4. repair pavement or install final pavement.
5. provide striping

Thomas Milligan, Jr., PE, PLS, LSE

Professional Engineer
Professional Land Surveyor
Licensed Site/Soil Evaluator

14 Deer Run Drive
Biddeford, Maine 04005
(207) 283-8810

March 18, 1997

Rick Knowland
Planning Department
City of Portland
389 Congress Street
Portland, ME 04101

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2. delineate site entrance drive using jersey barriers.
3. stripe entrance drive and parking stalls.
4. provide signage for direction to parking lot area, no parking signs, etc.
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7. overlay entrance drive (when finish paving rear portion of lot and stripe traffic lanes.

Phase I -- Rear portion of site. -- Completion date June 7, 1997

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2. install new parking area at rear of site
3. repair pavement or base pave parking areas.
4. install curbing for islands
5. repair pavement or finish pave lot area
6. delineate pedestrian walkways
7. stripe stalls

Phase II -- Rear portion -- Completion date June 7, 1997

1. in use for parking for facility during construction of Phase II front

Phase II -- Front portion -- Completion date July 1, 1997

1. grind, grade or repair front pavement area.
2. repair pavement or install new base pavement.
3. install new curbing for islands.
4. repair pavement or install final pavement.
5. provide striping

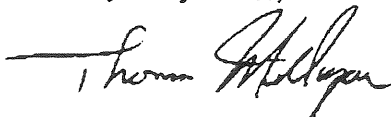
6. retain jersey barriers along entrance drive until curbing installed to prevent vehicle short circuiting the lot.

Please review the revised schedule of improvements presented above. We hope this schedule is acceptable to you.

We respectfully request that Jokers Two facility be allowed to open on or before April 15, 1997 with the condition that the site improvements be made on the above schedule.

If you have any questions, please call..

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Thomas Milligan".

Thomas Milligan, PE

cc: Jokers Two, Inc.

Thomas Milligan, Jr., PE, PLS, LSE

Professional Engineer
Professional Land Surveyor
Licensed Site/Soil Evaluator

14 Deer Run Drive
Biddeford, Maine 04005
(207) 283-8810

March 18, 1997

Rick Knowland
Planning Department
City of Portland
389 Congress Street
Portland, ME 04101

Re: Jokers Two Inc., Project, Revised
Schedule for Site Improvements

Dear Rick:

As a result of our Friday afternoon meeting at City Hall, we are providing an updated time schedule for completing the various site improvements required of this project as depicted on the approved Jokers Site Plan. Also in attendance at that meeting were Steve Bushey of Deluca Hoffman, and Joe Grey, The City Director of Planning.

We had previously submitted a schedule for completing the various site improvements in a letter dated March 5, 1997. Your staff had reviewed the originally proposed schedule and had indicated that it was unacceptable because it "stretched" the improvements out over too long a period. Your major concern was vehicle and pedestrian circulation and safety issues.

On Friday, we provided a revised schedule for completion of improvements. The revised schedule substantially reduced the time span schedule for completing the improvements over that originally presented. In general, the dates for completion of the various improvements were moved up by one to two months over that originally proposed.

Upon your review of the revised schedule, it was suggested that the schedule should be more specific in several areas; that the date for installation of erosion control and detention facilities should be moved up; that pedestrian walkways be delineated; traffic signage be installed, and that the schedule of improvements be more clearly depicted on a site plan perhaps by color coding.

At the conclusion of our meeting, it appeared evident that the revised schedule of improvements was much more acceptable to the City and that based on this revised schedule and upon

incorporating the suggested modifications made by you and your staff, the City would likely allow the building to be occupied on the April 15th date. You indicated that the City would closely monitor the progress of the improvements and site activity for compliance to the schedule proposed.

As suggested, we are providing a revised and refined schedule for installing the site improvements.

The revised schedule is proposed as follows:

<u>Item</u>	<u>Completion Date</u>
1. Install gravel firelane to access right front side of building.	April 15, 1997
2. Installation of Light Poles	April 15, 1997
3. Demolition of remaining building	June 1, 1997
4. Installation of erosion control structures devices.	May 15, 1997
5. Cleaning of existing catchbasins and piping in parking lot, inspect and repair	April 15, 1997
6. Installation of granite curb along Warren Ave.	June 7, 1997
7. Installation of sidewalk and esplanade along Warren Ave.	June 7, 1997
8. Construction of detention basin	May 22, 1997
9. Installation of drainage piping	June 1, 1997
10. Repair/regrading, construction of parking lot and entrance	Items 10-13, See Below
11. Re-paving/patching of parking lot	Phase I - June 7, 1997
12. Installation of curb in parking lot area	Phase II -- July 1, 1997
13. Striping of pavement area	
14. Installation of landscaping plants	July 15, 1997
15. Final landscaping details, loam and seed, bark mulch	July 15, 1997
16. Final inspection by City	July 22, 1997

NOTE: This schedule is somewhat depended upon suitable weather conditions and delivery dates. It is believed that the schedule proposed provides adequate time for the work to be completed. The owners will work diligently and expeditiously to complete the improvements on or before the dates given.

We are proposing to undertake the improvements to the parking area (Items No. 10-13) in two phases. This phasing will allow a usable area for parking while the other part is being constructed.

Phase I will consist of rebuilding the rear portion of the proposed parking lot (approx. 60%). Customer parking will be provided on the front portion of the site on areas now paved (on the areas that were used for Grossman customers parking).

In Phase I, jersey barriers will be installed to define parking stalls and isles. Striping of spaces will be provided to allow for optimum usage of the area.

Phase II will rebuild the front portion of the parking area; parking will be moved to the rear of the site (on the portion rebuilt on the previous phase). Staff parking during both phases will be at the southerly end of the building. It will be located on a currently paved area that will ultimately be eliminated.

The proposed phasing plan will effectively separate construction activities from customer usage areas thereby maximizing customer safety.

Presented below is a detailed schedule for the work to be completed in each phase of the parking area construction.

Phase I Front portion of site -- Completion date April 15, 1997

1. delineate parking area and isles using jersey barriers.
2. delineate site entrance drive using jersey barriers.
3. stripe entrance drive and parking stalls.
4. provide signage for direction to parking lot area, no parking signs, etc.
5. delineate pedestrian walkways.
6. rope off fire lane, pedestrian walkways, saw horse off rear parking area.
7. overlay entrance drive (when finish paving rear portion of lot and stripe traffic lanes.

Phase I -- Rear portion of site. -- Completion date June 7, 1997

1. grind, grade or repair existing pavement
2. install new parking area at rear of site
3. repair pavement or base pave parking areas.
4. install curbing for islands
5. repair pavement or finish pave lot area
6. delineate pedestrian walkways
7. stripe stalls

Phase II -- Rear portion -- Completion date June 7, 1997

1. in use for parking for facility during construction of Phase II front

Phase II -- Front portion -- Completion date July 1, 1997

1. grind, grade or repair front pavement area.
2. repair pavement or install new base pavement.
3. install new curbing for islands.
4. repair pavement or install final pavement.
5. provide striping

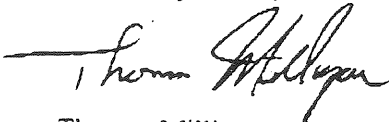
6. retain jersey barriers along entrance drive until curbing installed to prevent vehicle short circuiting the lot.

Please review the revised schedule of improvements presented above. We hope this schedule is acceptable to you.

We respectfully request that Jokers Two facility be allowed to open on or before April 15, 1997 with the condition that the site improvements be made on the above schedule.

If you have any questions, please call..

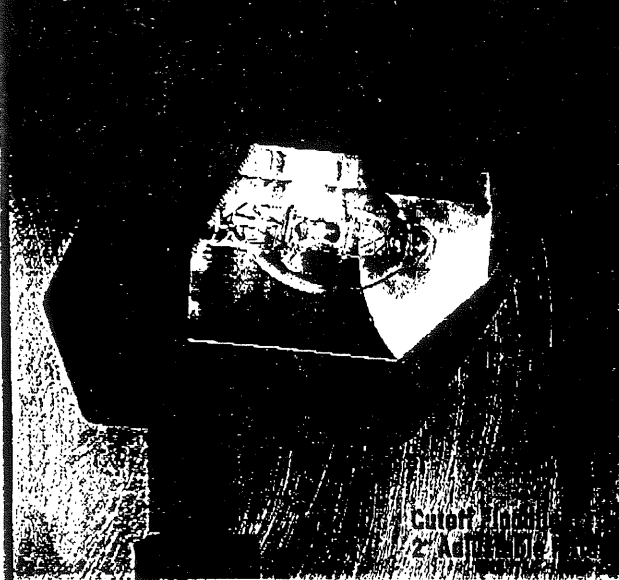
Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Thomas Milligan".

Thomas Milligan, PE

cc: Jokers Two, Inc.

Lamp Included!



Cutoff Floodlight
2" Adjustable

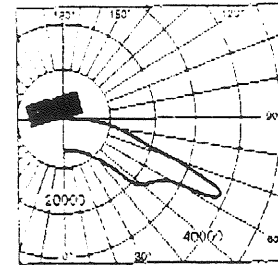
Cutoff Floodlight Order Information

Housing Size (sq.)	Wattage/Lamp	Catalog Number	Mounting Code
12"	50W MH	MCF*405-D	3 = 2" Adjustable Filter
12"	70W MH	MCF*407-D	4 = Yoke Mount
12"	100W MH	MCF*410-D	5 = Fixed 20" Mount
12"	175W MH	MCF*417-M	6 = 1/2" Adjustable Filter
16"	175W MH	CF*417-M	(1/2" Adj. Filter for use on 12" housing only)
16"	250W MH	CF*425-M	8 = Without Mounting (hardware)
16"	400W MH	CF*430-M	(factory-drilled)
22"	1000W MH	CF*440-M	
12"	35W HPS	MCF*503-1	
12"	50W HPS	MCF*505-D	
12"	70W HPS	MCF*507-M	
12"	100W HPS	MCF*510-M	
12"	150W HPS	MCF*515-M	
16"	250W HPS	CF*525-M	
16"	400W HPS	CF*540-M	
22"	1000W HPS	CF*569-M	

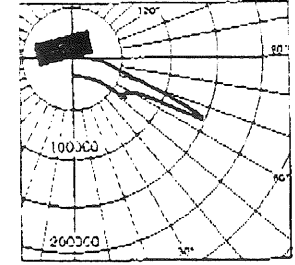
Options: (factory-installed)	Change Suffix To	Add After Suffix
120V Reactor ballast (50-150W HPS 12" housing only)	1	
480V ballast (175-1000W MH & 70-1000W HPS only)	5	
Quad-volt ballast (50-100W MH only)	M	
Tri-volt ballast (70-1000W MH & 70-1000W HPS only) (Canada only)	T	
Single Fuse* (120V, 277V or 347V)	1, 2 or 6	F
Dual Fuse* (208V, 240V or 480V)	3, 4 or 5	F
2-Level (250-400W HPS only) (Pages 50-51)	voltage suffix	H
Quad-2 Standby (includes 100W Q lamp) (non delay-relay type)		Q
Uplight Option (12" & 16" housings only; special door/frame/gasket provided)		U
Bulb-in Photocell*		
Factory-installed with all mountings other than 2" Adjustable Filter (except: 1000W w/120V; all 480V)	voltage suffix	P
External Photocell* (factory-installed) (Page 80)		
For fixtures w/1000W, 120V	1	P
For fixtures w/480V	5	P
Bulb-in Photocell*		Catalog #
Field-installed in fixtures with 2" Adjustable Filter		
For fixtures w/ 20V (except 1000W)		PC-1
For fixtures w/208, 240 or 277V		PC-2
For fixtures w/347V		PC-5

*NOTE: Fixtures with factory-installed photocell and/or fuse supplied with single voltage ballast.

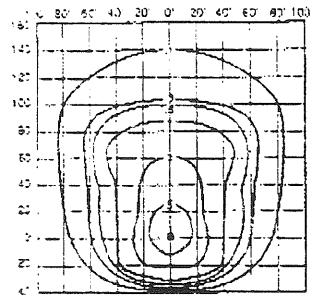
This cutoff luminaire has an optical system specifically designed to assure maximum main beam projection, while minimizing spill light. It is generally positioned with a 15° to 25° tilt above horizontal to reduce glare and obtain optimum performance.



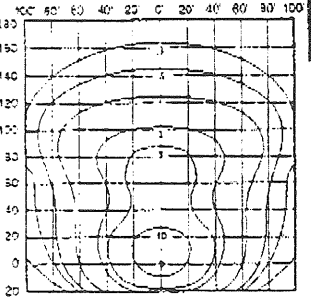
Candlepower Distribution Curve of 400W HPS Cutoff Floodlight, 20° tilt above horizontal.



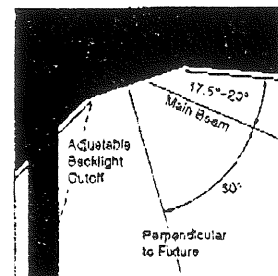
Candlepower Distribution Curve of 1000W HPS Cutoff Floodlight, 20° tilt above horizontal.



Isofootcandle plot of one 400W HPS Cutoff Floodlight at 30' mounting height, and 20° tilt above horizontal.



Isofootcandle plot of one 1000W HPS Cutoff Floodlight at 40' mounting height, and 20° tilt above horizontal.

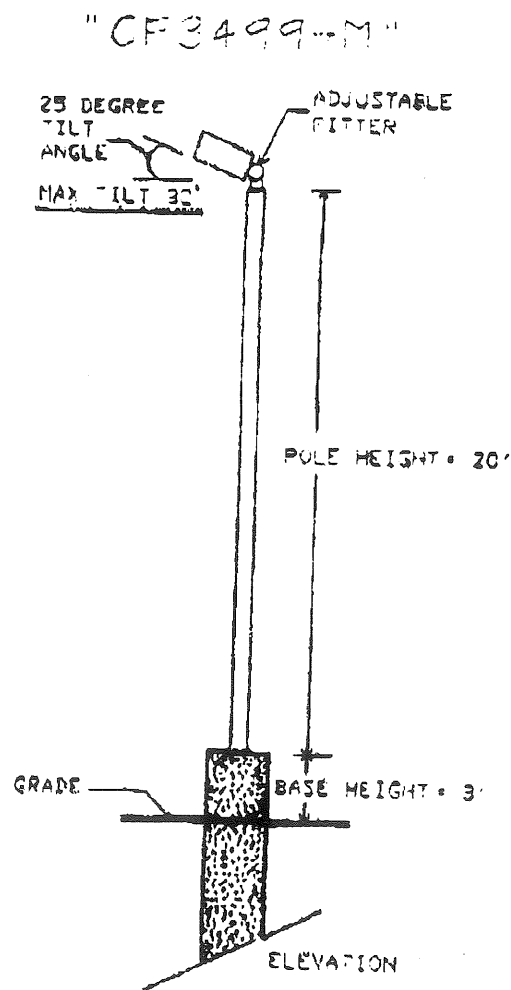
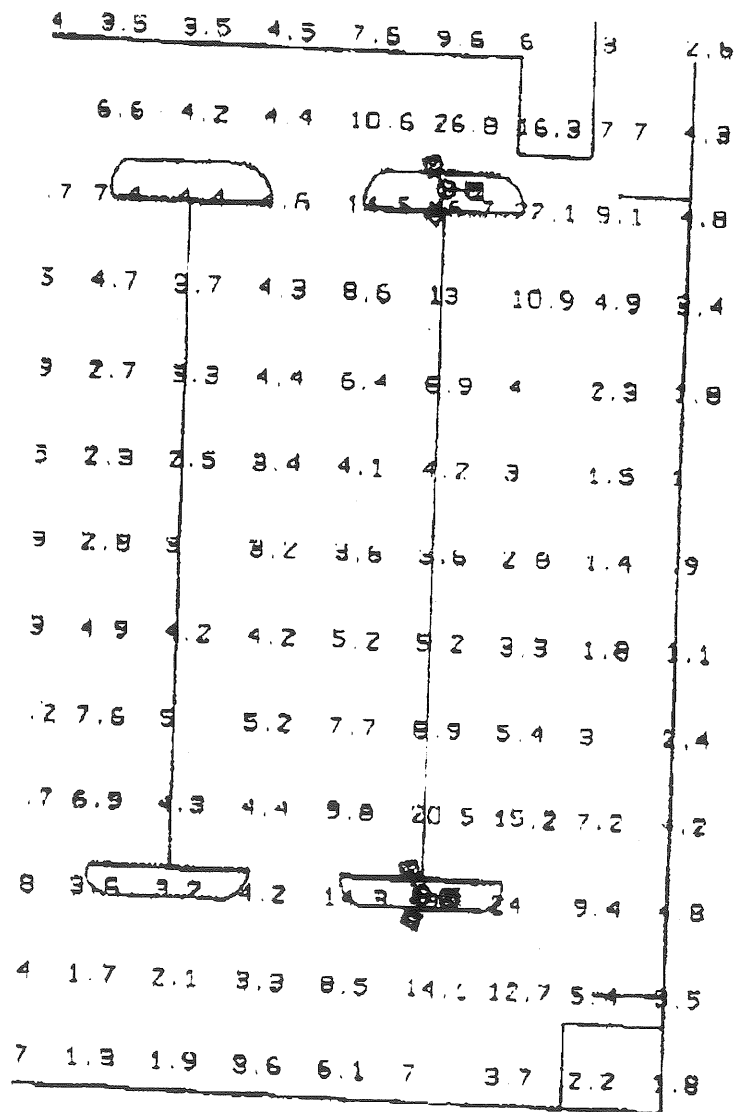


The main beam is 50° above a line perpendicular to the face of the fixture.

Accessories: (field-installed) (Page 80)	12" housing	16" housing	22" housing
Wire Guard	FWG-12	FWG-16	not available
Backlight Shield	SBL-12	SEL-16	SBL-22
Polycarbonate			
Vandal Shield	LS-12	LS-16	LS-22

Specification Sheets: MCF3-12", MCF4-12", MCF5-12", MCF6-12", CF3-16", CF4-16", CF5-16", CF3-22", CF4-22", CF5-22"	
2-Level Option (250-400W HPS)	Pages 50-51
Optical Systems	Pages 56-57
Mountings	Page 58
Catalog Number Logic/Voltage Suffix Key	Page 59
Mounting Alternatives	Page 81
Accessories	Page 80
Mounting Brackets	Pages 82-83
Poles	Pages 84-87

Standard Catalog



	LUMENS	LLF
	107800	.73

MAINTAINED FOOTCANDLES SHOWN AT GRADE

AVERAGE • 7.6
 MAXIMUM • 49
 MINIMUM • 1.3
 AVG/MIN • 9.3
 MAX/MIN • 61.23

FC
FC

PROJECT NAME: PARKING LOT LIGHTING

FILE: C:\NAG\IN\OUTDOOR\97A\18CL.AGI

SCALE: 1" = 40 FEET

DATE: 09-20-1997

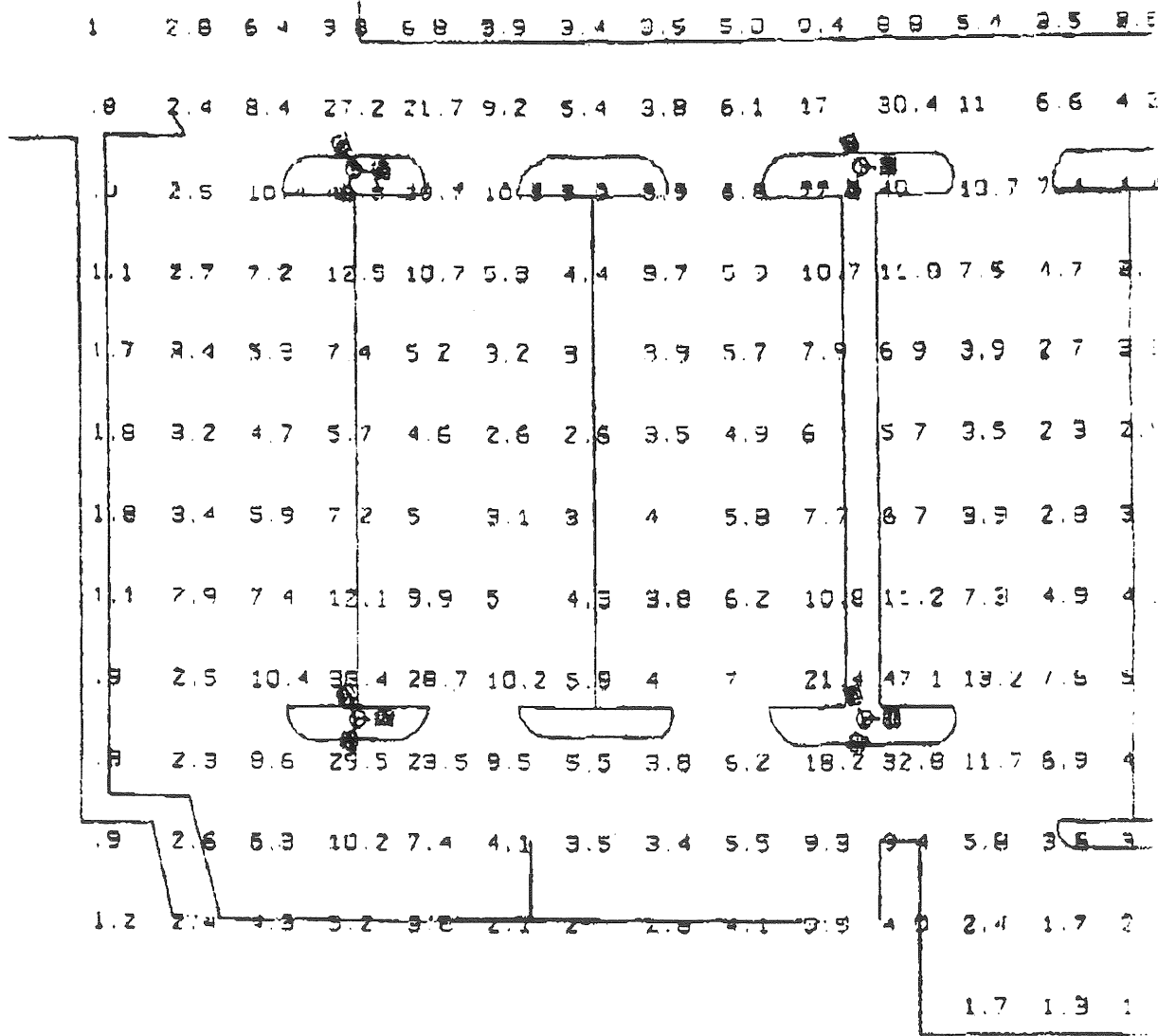
ENGINEER: ANDY CAWLEY

800/236-7001

RUUC
LIGHTING
 800/236-7001

EXHIBIT B

ROAD



EQUIPMENT

LABEL	QTY	CATALOG # & VOLTAGE	DESCRIPTION
LF	18	CF3889-N 1000W NH	22" CUTOFF FLOODLIGHT
POLE	6	PS4520-TBZ	20' x 4" SQUARE STEEL POLE
TENON	6	PA-1A4	SINGLE TENON FOR 4" SQ. POLE
TENON	6	PT-8(120)	120 DEGREE TRIPLE TENON

PROPOSED POLED MEET 90 MPH SUSTAINED WINDS.

EXHIBIT B

RWD

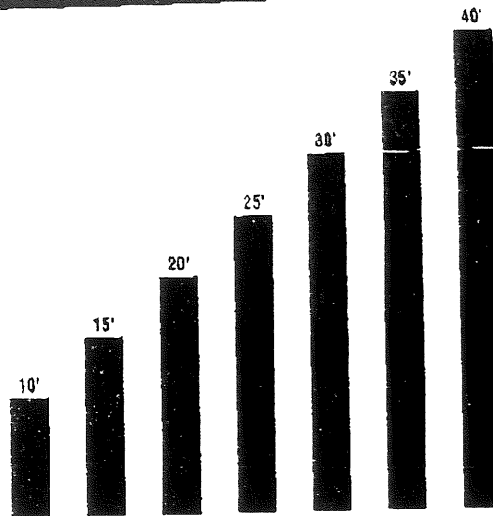
Ruud Lighting Steel and Aluminum Square Poles PS, PA Series

Pole Selection

To choose the correct pole for an application, careful consideration must be given to the shape, size, number and weight of all fixtures to be supported, as well as the geographical location of the job. The charts below and on page 86 indicate Effective Projected Area (EPA) ratings for Ruud Lighting poles and floodlights. Use this data in conjunction with the map on page 85, which indicates approximate maximum wind zones throughout North America. Wind zones are based on a 50-year recurring mean and include a 1.3 gust factor.



NOTE: Hanging signs, banners and flags on poles is not recommended without considering increased wind loading. The EPA ratings below do not allow for this added stress. Please consult factory for advice on pole selection if attaching signage or flags.



Poles longer than 30' are segmented but shipped assembled.

The EPA rating of the pole must be equal to or greater than that of the fixture, taking into consideration the wind conditions at the jobsite.

	10'	15'	20'	25'	30'	35'	40'
3"sq.	S, A	S, A	S				
4"sq.	S	S, A	S, A	S	S		
5"sq.				S, A	S	S	
6"sq.					S, A	S	S

Key: S = Steel A = Aluminum

Square Poles EPA Ratings

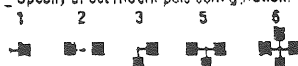
Pole Specifications and Order Information

Catalog No.	Height (feet) x Width (inches) x Wall (inches)	Øfit Circle (inches)	Maximum Fixture Weight (lbs.)	Pole "EPA" Ratings						Shipping Weight (lbs.)
				Base Wind Velocity (MPH)						
				70	80	90	100	110	120	
Square Steel Poles										
PS3S10S*BZ	10 x 3 x 0.180	10	150	30.8	23.5	18.4	14.7	11.9	9.8	79
PS3S15S*BZ	15 x 3 x 0.180	10	150	18.0	13.5	10.3	8.0	6.3	5.0	114
PS3S20S*BZ	20 x 3 x 0.180	10	150	11.0	7.8	5.6	4.0	2.7	1.8	149
PS4S10C*BZ	10 x 4 x 0.120	10	450	39.2	29.8	23.3	18.5	15.0	12.3	78
PS4S15C*BZ	15 x 4 x 0.120	10	300	22.9	17.1	13.1	10.1	7.9	6.2	119
PS4S20C*BZ	20 x 4 x 0.120	10	400	14.0	9.9	7.0	4.9	3.3	2.1	149
PS4S25C*BZ	25 x 4 x 0.120	10	175	9.1	5.9	3.7	2.1	0.9	0.0	182
PS4S25S*BZ	25 x 4 x 0.180	10	350	15.4	10.9	7.6	5.3	3.5	2.2	252
PS4S30S*BZ	30 x 4 x 0.180	10	250	9.9	6.3	3.7	1.8	0.3	0.0	301
PS5S25S*BZ	25 x 5 x 0.180	10	450	26.7	19.3	14.1	10.3	7.5	5.3	320
PS5S30S*BZ	30 x 5 x 0.180	10	375	18.4	12.4	8.2	5.2	2.9	1.1	379
PS5S35S*BZ	35 x 5 x 0.180	10	300	13.1	8.2	4.7	2.1	0.2	0.0	493
PS6S30S*BZ	30 x 6 x 0.180	11.5	525	29.3	20.5	14.3	9.8	6.4	3.5	457
PS6S35S*BZ	35 x 6 x 0.180	11.5	450	21.8	14.4	9.3	5.5	2.7	0.6	614
PS6S40S*BZ	40 x 6 x 0.180	11.5	400	14.7	8.5	4.0	0.8	0.0	0.0	686
Square Aluminum Poles										
PA3S10C*BZ	10 x 3 x 0.125	8	100	7.0	5.1	3.7	2.8	2.0	0.0	21
PA3S15C*BZ	15 x 3 x 0.125	8	70	2.4	1.3	0.5	0.0	0.0	0.0	31
PA4S15C*BZ	15 x 4 x 0.125	9.25	125	5.6	3.5	2.1	1.0	0.2	0.0	43
PA4S20D*BZ	20 x 4 x 0.250	9.25	175	7.5	4.8	2.9	1.5	0.4	0.0	99
PA5S25D*BZ	25 x 5 x 0.250	11.5	260	11.3	7.2	4.3	2.1	0.4	0.0	143
PA6S30D*BZ	30 x 6 x 0.250	13	323	11.7	6.8	3.2	0.5	0.0	0.0	210

Optional Poles: Consult factory for availability of round tapered steel and aluminum poles, round tapered fiberglass poles, square straight wood poles, as well as High Mast and Sports Lighting poles.

NOTES:

* Specify direct mount pole configuration:



* Indicate T for tenon mount. (Order tenon separately)

Duplex and GFI receptacles are available —Consult factory.

Poles can be ordered without base cover.

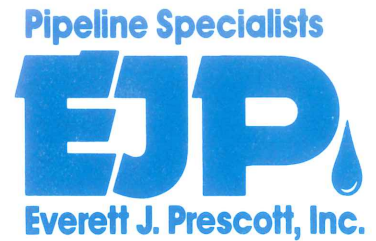
Poles longer than 30' are segmented but shipped assembled.

For fixtures with fixed 20' Mount, add prefix "2" to configuration numbers (i.e. "21", "22", "23", "25" and "26").

Consult factory for pole freight (based on ship-to zip code).

January 24, 1997

Mr. Richard Knowland, Senior Planner
Planning and Urban Development
City of Portland
389 Congress St.
Portland, ME 04101



P.O. Box 600
191 Central Street
Gardiner, Maine 04345

Telephone # 207-582-1851
Telefax # 207-582-5637

**Subject: E. J. Prescott, Inc. Facility
530 Warren Ave.**

Dear Mr. Knowland:

This letter is follow up to our conversation today regarding the January 17th memorandum to you from Jim Wendall, development review coordinator.

Item 1 The new paved area.

Required paving will be completed in the spring when paving plants reopen.

Item 2 Permanent dumpster installation.

Approved site plan called for the dumpster to be located outside the building with a wood fence screening. We propose to keep our dumpster inside the warehouse as we have more than adequate room. The current large construction roll off dumpster will be removed very shortly.

Item 3 Six foot gate.

The original master plan developed by land use consultants for Jokers showed a six foot gate. It was never our intent to put a gate in that area, and our fencing plan did not show a gate. We respectfully request that the gate be omitted from our approved site plan.

Item 4 Striping for 12 vehicle parking stalls.

Vehicle striping will be completed this spring.

The building inspection permit # 961213 issued by the City of Portland on December 12, 1996 was issued with the understanding that revised landscape plan reflecting a minimum 12 foot buffer on Warren Ave. and a 6 foot buffer along the Prescott/Joker's property line be submitted. Please find enclosed a copy of our site plan reflecting those changes.

If you have any questions, please give me a call.

Sincerely,

David G. Gardner, P. E.
Senior Vice President

Enclosure DG/hd DG2-97/property/portland/knowland

Water • Sewer • Drain

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DEPARTMENT OF PLANNING AND
URBAN DEVELOPMENT

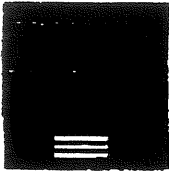
RICHARD KNOWLAND
SENIOR PLANNER

1/23/97

AMY

ON THE DUMPSTON ISSUE,
I WOULD NOT HOLD ^{UP} IT FOR
A TEMPORARY C.O., THEY
APPARENTLY WILL BE PUTTING
THE DUMPSTON INSIDE THE
BUILDING. THE MGMT IS
OK EXCEPT FOR THE DUMPSTON
CONCERN

RK



DeLUCA HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

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

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

MEMORANDUM

TO: Richard Knowland, Senior Planner

FROM: Jim Wendel, Development Review Coordinator

DATE: January 17, 1997

RE: Request for Certificate of Occupancy
E.J.Prescott
Outparcel to Joker's Two Inc. Site Plan
Warren Avenue

On January 17, 1997 I reviewed the site for conformance with the approved site plan for the outparcel dated December 6, 1996. The following items need to be completed:

1. The new paved area
2. Permanent dumpster installation; currently a large construction roll-off dumpster is on-site.
3. The 6' gate installed in the fence on the side abutting Georgia Pacific Corp.
4. Striping for 12 vehicle parking stalls.

One item that could be considered part of the outparcel requirements for occupancy has not been done; that is the new configured entrance. However the traffic demand from the outparcel on the existing entrance is probably not a safety issue; you may want to contact Bill Bray on this point.

It is my opinion that a temporary certificate of occupancy permit could be issued when a permanent dumpster installation is provided and code enforcement has no outstanding issues.

Should you have any questions, please call.


James T. Wendel, P.E.

207-582-1851

TYLIN INTERNATIONAL

To: Richard Knowland, Planning Dept.

Fax No: 756-8258

From: Tom Errico

Date: November 19, 1996

Subject: Jokers Two

Copy:

Page 1 of: 2

Job No: 1111.00

From Fax No: (207) 781-4753

FACSIMILE TRANSMITTAL

TYLIN INTERNATIONAL

To: Bill Bray
From: Tom Errico
Date: November 19, 1996
Subject: Jokers Two, Inc. - Warren Avenue
Copy: Richard Knowland

MEMORANDUM

Based upon additional traffic data submitted by John L. Murphy, P.E. dated November 19, 1996, the proposed project is expected to generate 130 trips during the Saturday peak hour. It is my opinion that the analyses and the conclusions are reasonable. Therefore, the proposed project is expected to generate less traffic than that generated by the former Grossman's site. Accordingly, the project has met all conditions and additional traffic analyses are not warranted.

11-12-96

JOBKONS PUBLIC HEARING

J.G. go cont, golf, play on

C.H. elements would be reviewed later
as shown with the understanding that this will come
back later

Bill Letour

the Portsmouth facility is in a Well Mart shopping
center

Jack Murphy the design come up with the same number as
Tom... entrance same as BTA
380 cars per hour for BTA

James not enough distance between BTA and Jobkons
turn lane

Dave Gardner clarification
vinyl coating on the fence

Jack ^{governor from John}
governor will not overlap

Kevin ^{governor} ^{response}
buffer will be extended

ARE OK HOWEVER UPDATED TRAFFIC COUNTS FROM THEIR
PORTSMOUTH FACILITY ARE MUCH HIGHER DURING THE SATURDAY
PEAK HOUR THAN STATED IN THE EARLIER ROAD FROM MOTO
SUBMISSION

* CONDITION OF APPROVAL

BILL BRYAN IS CONCERNED ABOUT THE
HIGHER TRAFFIC VOLUME FIGURES, BUT
HASN'T HAD THE OPPORTUNITY TO REVIEW
IT IN DEPTH.

DRAINAGE

TWO WATERWAYS

① ROAD TO DETENTION BASIN

② CATCH BASIN CONNECTED INTO A PIPE THAT
APPARENTLY FLOWS INTO A STORM DRAIN IN
WARREN AVE

DEVELOPMENT REVIEW COORDINATION

- STRUCTURE SHOULD BE INSTALLED AT THE
POINT IN WHICH THE ON-SITE SYSTEM
TIES INTO THE WARREN AVE DRAIN LINE

- WEPPONS IN DETENTION BASIN OR CONSIDER
OTHER TECHNIQUES TO TREAT STORMWATER

LANDSCAPING

John

- Street trees along Warren Ave. with understory
material. continued into entrance

- at the end of each parking on island has been
created with two trees with understory

- extended landscape island in the middle

220

65

Warren Ave, Turnpike (Home Depot), Georgia Pacific
B. Ta, CMA

2 site plans

Jokers ^{family entertainment} family entertainment center -- enlarge 10,000 sq ft 6m
 addition in 26,000 sq ft FL. 7.89 acres
 230 parking spaces

53. Prewitt warehousing + storage for their water and sewer pipeline business 1.19 acres
 10,560 sq ft FL

TRAFFIC

COMMON DRIVEWAY

LOST WORKSHOP + APPARENT ^{INTERNAL} ENTRANCE INTO THE PREVIOUS

PARCEL DIDNT WORK WELL -- LOOKED AT SEVERAL

ALTERNATIVES DESCRIBED IN ATTACHMENT B-1 ^{Separate curb cut in Warren Ave}

^{INTERNAL} DRIVEWAY RECONFIGURED INTO SOUTHWAY INTO THE

SITE SO THAT TRUCKS TRAILERS NO LONGER

HAVE TO DRIVE IN THE GRIT LANE TO ENTER

THE PROPERTY IN SLIDING GATE ENTRANCE

- GRANITE CURB AND SIDEWALKS
- PEDESTRIAN CIRCULATION IMPROVEMENTS IN SIDEWALK + CROSSWALK

MEMO

• TOM ENRICO COMMENTS

ENTRANCE, INTERNAL AND EXTERNAL CIRCULATION

STATE OF MAINE
CUMBERLAND, SS.

Nov 5, 1988

Personally appeared the above-named Michael Savage,
owner / President of MTS, LLC, and acknowledged
the foregoing instrument to be his free act and deed in his said
capacity, and the free act and deed of said Limited Liability Co.

Before me,

Carol Millett
Notary Public/Attorney at Law

CAROL Millett
Print Name

*Where this Agreement is a condition of subdivision rather than site plan approval, this clause should instead read "and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____, and the drainage plan therefor, filed with the City of Portland, Department of Public Works, 55 Portland Street, Portland, Maine, a copy of which is attached hereto as Exhibit 1.

REVIEW MTC, 9-11-97

CANNY ASH

JOKON

- need a grading plan
- mobile garage, CK parking lot appendage
rip cur fix it
- stabilize detention basin
- pavement markings
- check traffic condition - Toms unit
P, D Present side problem C.O. - whose responsibility

BUCA

- CHECK DATE ON P. 6.
- properly engineered plan ~~tenon~~
specific other 6th, 8th

strongly encourage

if we don't do it, we will install a pipe

Planning & Urban Development

Alexander Jaegerman
Planning Director

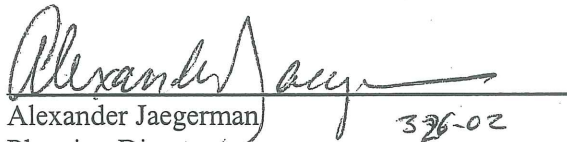


CITY OF PORTLAND

TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Planning Director
DATE: March 21, 2002
SUBJECT: Release of Defect Guarantee
E.J. Prescott; #530 Warren Ave.
ID# (2000-0164) Lead CBL # (271-A-008)

Please release the Letter of Credit Account # LC-011952 in the amount of \$8,296.00 for the storage area located at 530 Warren Avenue.

Approved:


Alexander Jaegerman
Planning Director 326-02

cc: Sarah Hopkins, Development Review Services Manager
✓ Jay Reynolds, Development Review Coordinator
Code Enforcement
file

O:\PLAN\CORRESP\DRS\FORMS\530WARRENDEFECTRELEASE.DOC



International Division
20 Cabot Road
Medford, MA 02155 USA
888 868-0212
SWIFT CTZIUS33
TELEX 211047 CTZINTL

MARCH 1, 2002

VIA FEDERAL EXPRESS:

DIRECTOR, PLANNING AND URBAN DEVELOPMENT
CITY OF PORTLAND
389 CONGRESS STREET, ATTN: J. GRAY
PORTLAND, ME 04101

RE: OUR LETTER OF CREDIT NO. LC-011952
FOR THE ACCOUNT OF: EVERETT J. PRESCOTT, INC.

LADIES AND GENTLEMEN,

THIS LETTER SERVES AS NOTICE TO YOU THAT UNDER THE SIXTY (60) DAY NOTICE REQUIREMENT UNDER THE ABOVE REFERENCED LETTER OF CREDIT, WE HEREBY ADVISE YOU THAT WE ELECT NOT TO RENEW LETTER OF CREDIT NO. LC-011952.

THIS LETTER OF CREDIT, THEREFORE, SHALL EXPIRE IN FULL AND FINALLY ON MAY 1, 2002.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT EVERETT J. PRESCOTT, INC.

VERY TRULY YOURS,

A handwritten signature in blue ink that reads "Navin Bhojani".

NAVIN BHOJANI
TRADE SERVICES MANAGER
INTERNATIONAL OPERATIONS

CC: EVERETT J. PRESCOTT, INC.
191 CENTRAL STREET
GARDINER, ME 04345

DARYLL WENTWORTH, EPT100

FILE

Finance Department



Duane G. Kline
Director

CITY OF PORTLAND

April 5, 2002

Citizen Bank New Hampshire
International Department
Mail Stop MMF470
20 Cabot Road
Medford, MA 02155

Re: Irrevocable Standby Letter of Credit #LC-011952
E.J. Prescott, Inc.

This is to inform you that I am authorizing the release and return of the above-named letter of credit, which is in the amount of \$8,296. If you require any further information, please let me know.

Sincerely,

Duane G. Kline
Finance Director

DGK,jlb

pc: Jay Reynolds, Development Review Coordinator

Impervious surface: Means any surface which does not absorb rain and includes all buildings, roads, sidewalks, parking areas, and any area paved with bricks, concrete or asphalt.

Impervious surface ratio: The proportion of a site covered by impervious surfaces. Landscaping islands of strips of two hundred (200) square feet or less shall be included in the calculations as impervious surfaces. The ratio is calculated as follows:

$$\frac{5000 \text{ square feet (impervious surfaces)}}{10,000 \text{ square feet (gross land area)}} = 0.50 \text{ impervious surface ratio}$$

Inaccessible area:

- (1) Land which is separated from the main portion of the development parcel by means of one (1) or more of the following:
 - a. Existing easements, rights-of-way or dedicated areas which preclude use in conjunction with the proposed development;
 - b. Gullies, drainage swales or watercourses, where the land which is separated thereby from the main development parcel is not to be used for the building of units or is not available for active or passive recreation areas; or
 - c. Areas which are located more than three hundred (300) feet from the nearest proposed dwelling unit.
- (2) Areas which are not to be used for building purposes and are connected to the main portion of the development parcel only by a strip of land which is less than fifty (50) feet wide shall also be deducted as inaccessible areas.

Indoor amusement and recreation centers: Facilities which limit admission either to members or to persons paying an entrance fee and which offer one (1) or more of the following activities: indoor athletics, including exercise and practice facilities, or games of skill or games of chance licensed either by the city or by the State of Maine.

Inn: A building used for more or less temporary occupancy of individuals, who are lodged with or without meals, having ten (10) but no more than fifty (50) rooms. Guest rooms shall not contain separate kitchen facilities.

Intermediate care facility: A facility which provides, on a regular basis, health-related care and services to individuals who do not require the degree of care and treatment which a hospital or extended care facility is designed to provide but who, because of their mental or physical condition, require such care and services above the level of room and board. Said facility must be licensed as a board care facility pursuant to the regulations promulgated by the State of Maine Department of Human Services.

Kitchen facilities: Facilities used for the preparation of meals, including refrigerators and devices used for the cooking and preparation of food.

- 2. Accessory structures (detached) with a total floor area of one hundred (100) square feet or less: Five (5) feet.
- 3. Side yards on side streets (corner lot):
Principal or accessory structures:
 - (a) One (1) or two (2) stories: Ten (10) feet.
 - (b) Three (3) or more stories: Twelve (12) feet.
- (4) *Minimum lot width*: Sixty (60) feet.
- (5) *Maximum height*: Sixty-five (65) feet; except that on lots in excess of five (5) acres, ninety (90) feet is permitted if each of the setbacks required under subsection (3) above is increased by one (1) foot in distance for each foot of height above sixty-five (65) feet.
- (6) *Maximum impervious surface ratio*: Eighty (80) percent.
- (7) *Maximum Floor Area Ratio (F.A.R.)*: The maximum floor area ratio is established according to the abutting residential zone. If there is no abutting residential zone to the lot in question, the F.A.R. may be a maximum of 0.65. In the case of two (2) or more abutting residential zones, the F.A.R. shall be the F.A.R. of the least restrictive such zone. The ratios are as follows:

<i>Residential</i>	<i>Floor Area Ratio</i>
R-1/R-2	0.45
R-3	0.55
R-4/R-5/R-5A/R-6	0.65

(Ord. No. 296-88, 5-23-88)

Sec. 14-229.14. Other requirements.

In addition to the above, the following requirements are applicable to all uses in the B-4 zone:

- (1) *Landscaping and screening*: The site shall be suitably landscaped for parking, surrounding uses and accessory site elements including storage and solid waste receptacles where required by article IV (subdivisions) and article V (site plan).
- (2) *Curbs and sidewalks*: Curbs and sidewalks as specified in article VI of chapter 25.
- (3) *Off-street parking and loading*: Off-street parking and loading are as required by division 20 and division 21 of this article.
- (4) *Signs*: Signs shall be subject to the provisions of division 22 of this article.
- (5) *Exterior storage*:
 - a. Any storage of new materials, finished products, or related equipment must be suitably screened from the public way and from abutting properties by a solid fence at least five (5) feet in height, or by a solid evergreen planting strip.



CITIZENS BANK

International Division
 20 Cabot Road
 Medford, MA 02155 USA
 888 868-0212
 SWIFT CTZIUS33
 TELEX 211047 CTZINTL

ISSUING BANK: CITIZENS BANK NEW HAMPSHIRE 3RD FLOOR 875 ELM STREET MANCHESTER, NH 03101, U.S.A.	IRREVOCABLE STANDBY LETTER OF CREDIT	NUMBER LC-011952
PLACE AND DATE OF ISSUE: CRANSTON, RI 2001 APRIL 27	PLACE AND DATE OF EXPIRY: AT OUR COUNTERS 2002 MAY 1	
APPLICANT: EVERETT J. PRESCOTT, INC. P.O. BOX 600 191 CENTRAL STREET GARDINER, ME 04345, U.S.A.	BENEFICIARY: DIRECTOR, PLANNING AND URBAN DEVELOPMENT, CITY OF PORTLAND 389 CONGRESS STREET, ATTN:J. GRAY PORTLAND, ME 04101	
	AMOUNT: USD8,296.00 UP TO AN AGGREGATE THEREOF	
PARTIAL DRAWINGS: PERMITTED.	CREDIT AVAILABLE WITH: CITIZENS BANK NEW HAMPSHIRE 875 ELM STREET 3RD FLOOR MANCHESTER, NH 03101 BY: PAYMENT Against presentation of documents detailed herein and drafts at: SIGHT. Drawn on: CITIZENS BANK NEW HAMPSHIRE 20 CABOT ROAD, MAIL STOP MMF470 MEDFORD, MA 02155	

Documents Required:

RE:APPLICATION OF EVERETT J. PRESCOTT, INC. FOR DEVELOPMENT AT 530 WARREN AVE., PORTLAND, MAINE
 CITIZENS BANK NEW HAMPSHIRE, HERINAFTER REFERRED TO AS CITIZENS BANK, HEREBY ISSUES OUR IRREVOCABLE STANDBY LETTER OF CREDIT FOR ACCOUNT OF EVERETT J. PRESCOTT, INC., (HEREINAFTER REFERRED TO AS "DEVELOPER") IN THE NAME OF THE CITY OF PORTLAND IN THE AGGREGATE AMOUNT OF EIGHT THOUSAND TWO HUNDRED NINETY SIX AND 00/100 USDOLLARS(\$8,296.00). THESE FUNDS REPRESENT THE ESTIMATED COST OF INSTALLING SITE IMPROVEMENTS AS DEPICTED ON THE SUBDIVISION/SITE PLAN, APPROVED ON SEPTEMBER 27, 2000 AND AS REQUIRED UNDER PORTLAND CODE OF ORDINANCES CHAPTER 14 499,499.5 525 AND CHAPTER 25 46 THROUGH 65.



CITIZENS BANK

International Division
20 Cabot Road
Medford, MA 02155 USA
888 868-0212
SWIFT CTZIUS33
TELEX 211047 CTZINTL

Page: 2
Letter of Credit No. LC-011952
04/27/2001

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS INTENDED TO SATISFY THE DEVELOPER'S OBLIGATION, UNDER PORTLAND CODE OF ORDINANCES CHAPTER 14 501,502 AND 525, TO POST A DEFECT GUARANTEE FOR THE ABOVE REFERENCED DEVELOPMENT. THE CITY OF PORTLAND, THROUGH ITS DIRECTOR OF PLANNING AND URBAN DEVELOPMENT MAY DRAW ON THIS LETTER OF CREDIT BY PRESENTATION OF A SIGHT DRAFT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENT(S) THERETO, AT CITIZENS BANK NEW HAMPSHIRE, 20 CABOT ROAD, MAIL STOP MMF470, MEDFORD, MA 02155 AND THEIR SIGNED CERTIFICATE STATING THAT;

1) "THE DEVELOPER HAS FAILED TO CORRECT ANY DEFECTS IN WORKMANSHIP AND THE DURABILITY OF ALL MATERIALS USED IN THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS CONTAINED WITHIN THE SITE IMPROVEMENTS ON OR BEFORE MAY 1, 2002."

OR

"THE DEVELOPER HAS FAILED TO COMPLETE ANY UNFINISHED IMPROVEMENTS."

2) SIGHT DRAFT SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT THAT THE DEVELOPER HAS FAILED TO CORRECT SUCH DEFECT(S)

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIODS OF ONE YEAR EACH FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO EACH EXPIRATION DATE, WE NOTIFY YOU IN WRITING AT THE ABOVE ADDRESS, BY CERTIFIED MAIL OR OVERNIGHT COURIER SERVICE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. IN THE EVENT THIS CREDIT IS NOT EXTENDED FOR SUCH ADDITIONAL PERIOD AS PROVIDED ABOVE, YOU MAY DRAW THE ENTIRE AMOUNT AVAILABLE HEREUNDER.

DRAFT(S) DRAWN HEREUNDER MUST BE MARKED "DRAWN UNDER CITIZENS BANK NEW HAMPSHIRE LETTER OF CREDIT NUMBER LC-011952, DATED APRIL 27, 2001."

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH AN UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENTS, OR AGREEMENTS REFERRED TO HEREIN, OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE TO ANY SUCH DOCUMENTS, INSTRUMENTS OR AGREEMENTS.

WE ENGAGE WITH YOU THAT THE DRAFT(S) DRAWN HEREUNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED BY US ON DELIVERY OF DOCUMENTS AS SPECIFIED IF PRESENTED TO CITIZENS BANK NEW HAMPSHIRE, INTERNATIONAL DEPARTMENT, MAIL STOP MMF470, 20 CABOT ROAD, MEDFORD, MA 02155 ON OR BEFORE MAY 1, 2002, OR ANY AUTOMATICALLY EXTENDED DATE AS SET

Continued on page 3.



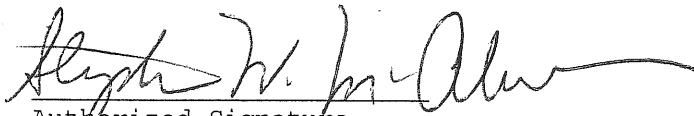
CITIZENS BANK

International Division
20 Cabot Road
Medford, MA 02155 USA
888 868-0212
SWIFT CTZIUS33
TELEX 211047 CTZINTL

Page: 3
Letter of Credit No. LC-011952
04/27/2001

FORTH HEREIN.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500".


Authorized Signature


Authorized Signature


Chief Planner 6/07/01


Assoc Corp Counsel
5/2/01

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: 2-21-01

To: DAVE GARONEN

Company: E.J. PRIGGOTT

Fax #: 207-582-5637

From: RICK KNOWLAND

RE: DAVE, ATTACHED IS A SAMPLE FORM FOR A
DEFECT GUARANTEE INVOLVING A LOTION OF CRODIA
RIK

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.

SAMPLE FORM

SITE PLAN/SUBDIVISION
DEFECT GUARANTEE
LETTER OF CREDIT
[ACCOUNT NUMBER]

[Date]

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

Re: Application of [applicant] for [development] at [address], Portland, Maine

[Name of Bank] hereby issues its Irrevocable Letter of Credit for the account of [name of applicant], as developer, (hereinafter referred to as "Developer"), in the name of the City of Portland, in the aggregate amount of [amount of defect guarantee]. These funds represent the estimated cost of installing [insert: subdivision and/ or site improvements (as applicable)] as depicted on the subdivision/site plan, approved on [date] and as required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65.

This Irrevocable Letter of Credit is intended to satisfy the Developer's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a defect guarantee for the above referenced development.

The City, through its Director of Planning and Urban Development and in his sole discretion, may draw on this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at [Bank's] offices located at [address of the appropriate local office of the bank], stating that:

the Developer has failed to correct any defects in workmanship and the durability of all materials used in the construction and installation of improvements contained within the [subdivision and/ or site improvements (as applicable)] on or before [insert expiration date: 1 year from the date of issuance but in no event between October 30 and April 15] or the Developer has failed to complete any unfinished improvements. Said draft will be accompanied by a written statement that the Developer has failed to correct such defect(s).

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one year each from the current expiration date hereof, or any future expiration date, unless within sixty (60) days prior to any expiration,

the **[Bank]** notifies the Director of Planning and Urban Development by registered mail at the above listed address that the **[Bank]** elects not to consider this Letter of Credit renewed for any such additional period.

The Director of Planning and Urban Development may call on the guarantee thirty days prior to the expiration date contained herein, or any automatically extended date.

Very truly yours,
[the Bank]

Date: _____

By: _____

Its Duly Authorized Agent

Seen and Agreed to: **[Applicant]**

By: _____

Reviewed pursuant to Portland Code of Ordinances, Chapter 14 §§501, 525:

By: _____
Director of Planning and Urban Development

Date: _____

By: _____
Director of Finance

Date: _____

By: _____
Corporation Counsel

Date: _____



September 28, 2000

Rick Knowland, Senior Planner
City of Portland
Planning Department
City Hall
389 Congress Street
Portland, ME 04101

Home Office
P.O. Box 600
191 Central Street
Gardiner, Maine 04345

Telephone (207) 582-1851
FAX (207) 582-5637

Website: <http://www.EJPrescott.com>
E-mail: ejp@EJPrescott.com

**Subject: Additional Requirements – Parcel “A”
Site Plan – Gravel Storage Area
Rear - 530 Warren Avenue
Portland, ME**

Dear Rick:

In response to additional requirements required by the City for subject parcel, we have enclosed 5 copies of this letter and supporting information.

1) Regarding your August 25, 2000 letter and comments from Steve Bushey we submit the following:

a) Comment: The applicant should confirm that the runoff from their site will go to the Jokers “detention basin”.

Answer: From Item 6, Page 2 of my August 1, 2000 letter, existing surface drainage on Parcel “A” flows northerly along the CMP power line and then into the Capisic Brook watershed. Once the gravel storage area is complete the same drainage pattern will exist. If Jokers Two’s proposed Go-Cart Track is built, surface drainage from Parcel “A” will flow through a new culvert at the southwest corner of the track, then into a new detention basin, and then into the Capisic watershed.

b) Comment: The applicant should provide evidence that CMP is willing to allow outside storage materials in their overhead line right-of-way.

Answer: See attached copy of ‘Use Agreement’ with Central Maine Power Company.

Rich Knowland, Senior Planner
September 28, 2000
Page Two

- c) Comment: Prescott never planted the trees they were suppose to in the original site plan approval. This needs to be addressed. Also, additional screening will be required given the amount of material you have stored in the front yard.

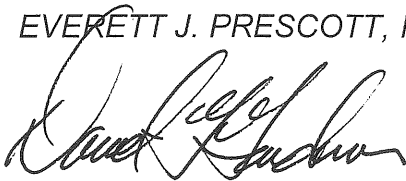
Answer: Per my discussion with you on August 29, 2000, we will plant three summit ash street trees along the front of our property facing Warren Avenue. In addition, we will plant 5-6' high techney arborvitaes at 12' centers, also along the Warren Avenue frontage.

2. Please see attached colored property plan and calculations for determining 20% non-impervious green space on our property.

Should you have additional questions, please contact me. We are anxious to complete the site work this fall so I would appreciate your prompt response.

Sincerely,

EVERETT J. PRESCOTT, INC.



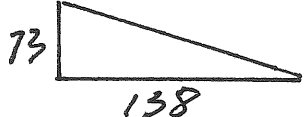
David G. Gardner, P.E.
Senior Vice President

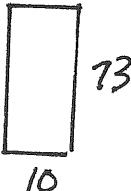
DGG/mls
Enclosures

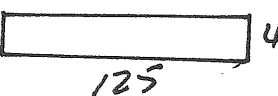
SITE PLAN - 530 WARREN AVE
GREEN SPACE (NON IMPERVIOUS) CALC.

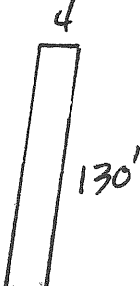
9/27/60

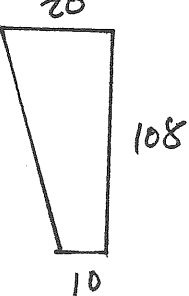
PAGE 1 of 2

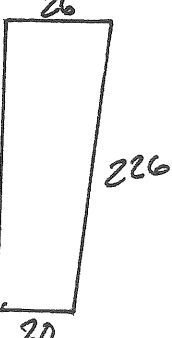
(A)  $138 \times \frac{73}{2} = 5037 \text{ sq ft}$

(B)  $10 \times 73 = 730 \text{ sq ft}$

(C)  $125' \times 4' = 500 \text{ sq ft}$

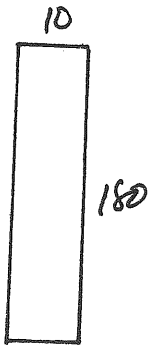
(D)  $130' \times 4' = 520 \text{ sq ft}$

(E)  $\frac{20+10}{2} \times 108 = 1620 \text{ sq ft}$

(F)  $\frac{26+20}{2} \times 226 = 5200 \text{ sq ft}$

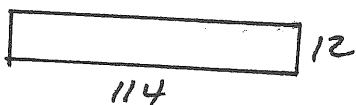
PAGE 2 of 2

⑥



$$180 \times 10 = 1800 \text{ } \square$$

④



$$114 \times 12 = 1370 \text{ } \square$$

$$\underline{\text{TOTAL GREEN SPACE AVAIL} = 16,777 \text{ } \square}$$

$$\text{ORIGINAL PURCHASE} = 53,540 \text{ } \square$$

$$\text{PARCEL "A"} = 30,072 \text{ } \square$$

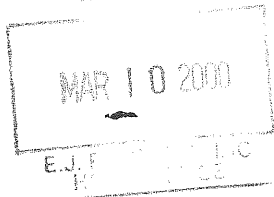
$$\text{TOTAL AREA} = 83,612 \text{ } \square$$

$$\quad \quad \quad \times 20\%$$

$$\underline{\text{TOTAL GREEN SPACE REQ'd} = 16,722 \text{ } \square}$$

$$16,777 \text{ } \square > 16,722 \text{ } \square$$

∴ "OK"



COPY

USE AGREEMENT

This Agreement is entered into on this 8th, day of March 2000, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation with offices at 83 Edison Drive, Augusta, Maine 04336 ("CMP"), and **EVERETT J. PRESCOTT, INC.**, 191 Central Street, P.O. Box 600, Gardiner, Maine, 04345 ("User").

WHEREAS, CMP has certain easement rights on a 125 foot strip of land designated as Transmission Section 188 in the Town of Portland, conveyed to it by a deed from Ralph M. Snyder dated November 26, 1951 and recorded at the Cumberland County Registry of Deeds in Book 2070, Page 256 ("Parcel"). Said rights include the right to prohibit the construction or placement of structures on the Parcel and other actions which may interfere with CMP's use of the Parcel.

WHEREAS, User desires to use the Parcel under the conditions described in Attachment A hereto and made a part hereof.

NOW THEREFORE, CMP agrees that it will not object to the use described in Attachment A hereto provided the following terms and conditions are complied with:

1. User uses the Parcel only in accordance with the purposes, locations and conditions listed in Attachment A hereto;
2. Since CMP only has an easement interest in the Parcel, User is responsible for obtaining permission for the stated use from the fee owner of the Parcel, if necessary;
3. User shall notify CMP prior to commencement of construction on the Parcel;
4. This Agreement shall in no way encumber CMP's easement rights to operate and maintain a transmission line within the Parcel;
5. CMP shall not be liable to User for any damage to User's property on the Parcel caused by CMP's use of the Parcel for public utility purposes;
6. User shall be responsible for acquiring all necessary permits for said construction and shall comply with all municipal, state, and federal laws and regulations;
7. User shall notify the Dig Safe Call Center prior to commencement of any excavation on the Parcel at 1-888-DIG-SAFE and comply with the provisions of both the Maine Dig Safe Statute Title 23, M.R.S.A. Section 3360-A and the Overhead High-Voltage Line Safety Act Section 751 et seq. Title 35A, Chapter 7-A.
8. This Agreement applies only to CMP's current use of the Parcel and the current laws and regulations affecting such use. This Agreement does not in any way restrict CMP's right to assert that User's use of the Parcel infringes on CMP's rights in the future;
9. User for itself, its employees, agents, contractors, subcontractors, successors and assigns, releases CMP and its parents and affiliates and their directors, officers, employees, contractors, agents, successors and assigns from all claims of any type or nature, it may now have or may have in the future, including but not limited to personal

injury, death, damage to property or loss of business, sustained by User or any person or entity using the Parcel pursuant or related to this Agreement, except claims resulting from damage caused solely by the negligent acts of CMP;

10. User agrees to defend, at CMP's option, indemnify and hold harmless CMP and it's parents and affiliates and their directors, officers, employees, contractors, successors and assigns from and against any and all losses of any type or nature, including but not limited to claims, liabilities, penalties, expenses and judgments arising out of or related to the use of the property by User or its employees, contractors, subcontractors, agents, successors or assigns, excepting losses caused solely by the negligent acts of CMP;
11. In the event that CMP should rebuild, replace, re-space or relocate its transmission line within the Parcel, CMP shall not be responsible for any damage to User's improvements on the Parcel and CMP may require User to relocate User's improvements to avoid interference with CMP's use of the Parcel authorized by its said easement.

The parties hereto agree to the terms of this Agreement as indicated below by their signatures or the signatures of their duly authorized representatives.

CENTRAL MAINE POWER COMPANY

By:

Kenneth H. Freye
Kenneth H. Freye, Manager
Property Management

EVERETT J. PRESCOTT, INC.

By:

Its:

David R. [Signature]
S. Vice President

03/03/00

ATTACHMENT A

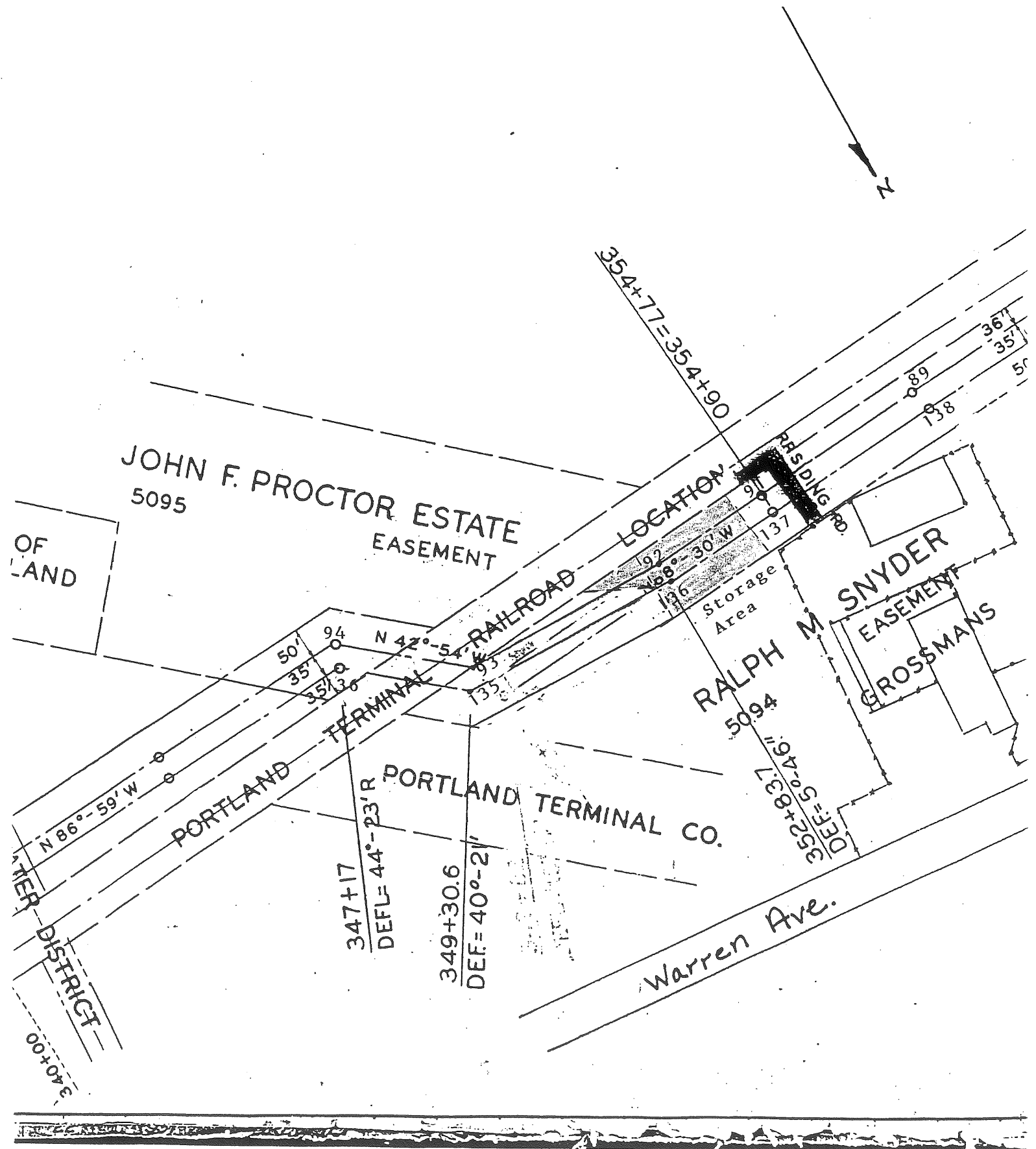
PURPOSE

User intends to construct and maintain a storage area on a portion of CMP's Transmission Line Corridor designated Section 188. The storage area will be used to store ductile iron and PVC/Plastic Pipe in sizes between 6" and 36" with lengths up to 20'. User also intends to erect and maintain a six (6) foot chain link fence around the said storage area. For further reference see the attached map.

CONDITIONS

1. User is responsible for providing a copy of this Agreement to its employees, contractors, subcontractors and/or agents. User may be asked to provide to CMP an acknowledgment of receipt of this Agreement by said employees, contractors, subcontractors and/or agents.
2. Said pipes will be stored on 4 x 4 skids for loading and unloading onto flatbed tractor-trailers. The height of the stored pipes will not exceed 12 ft. The height of the vehicles will not exceed 14 feet.
3. No storage shall be allowed within 10 feet of CMP's poles and or guy wires on the Parcel.
4. The User shall not allow any vehicle, equipment or machinery to come within an area in which any part of it, including but not limited to any arm, bucket, blade or knuckle, has the capability, even if improbable, of extending to within fifteen (15) feet of CMP's wires on the Parcel.
5. User shall contact CMP prior to the use of "boomed" equipment on the Parcel and if deemed necessary by CMP, User shall not engage said use of "boomed" equipment until a CMP inspector is on-site. The CMP inspector shall have the right, but not the duty, to halt the User, or its contractor's operation if the inspector believes the operation creates a danger to persons or property or are inconsistent with this Agreement. Failure of CMP to provide an inspector or halt the operation shall not be considered a negligent act or omission or otherwise relieve the User of its obligation to release and indemnify CMP. The User shall reimburse CMP for the cost of this inspector.
6. All construction, installations and maintenance will be made in a safe and workmanlike manner so as not to interfere with the construction, operation or maintenance of the electric transmission or distribution lines of CMP and shall be at the sole risk and expense of the User.

PORTLAND



GIVEN TO JON B.
ON 10-24-00

CITIZEN BANK NEW HAMPSHIRE
International Department
Mail Stop MMF470
20 Cabot Road
Medford, MA 02155

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: LC-011724
DATE OF ISSUE: OCTOBER 16, 2000

BENEFICIARY:
DIRECTOR, PLANNING AND URBAN DEVELOPMENT
CITY OF PORTLAND
389 CONGRESS STREET
PORTLAND, MAINE 04101
ATTN: JOSEPH E. GRAY, JR.

APPLICANT/OPENER:
EVERETT J. PRESCOTT, INC.
P.O. BOX 600
PORTLAND, ME 04345

RE: GRAVEL PARKING LOT
REAR OF 530 WARREN AVE.
PORTLAND, MAINE

DEAR SIR OR MADAM:

CITIZENS BANK NEW HAMPSHIRE , HEREINAFTER REFERRED TO AS CITIZENS BANK, HEREBY ISSUES ITS IRREVOCABLE LETTER OF CREDIT FOR THE ACCOUNT OF EVERETT J. PRSECOTT, INC. AS DEVELOPER, HEREINAFTER REFERRED TO AS THE DEVELOPER, IN THE NAME OF THE CITY OF PORTLAND IN THE AGGREGATE AMOUNT OF US\$42,958.00 (FORTY TWO THOUSAND NINE HUNDRED FIFTY EIGHT AND 00/100 US DOLLARS).

THE CITY OF PORTLAND, 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 CITIZENS BANK'S OFFICE LOCATED AT 55 CABOT ROAD, INTERNATIONAL OPERATIONS, MAIL STOP MMF470, MEDFORD, MA 02155 AND THEIR SIGNED CERTIFICATE STATING THAT:

- (1) THE DEVELOPER HAS FAILED TO COMPLETE BY MAY 1, 2001 OR BY THE EXPIRATION DATE OF ANY TEMPORARY CERTIFICATE OF OCCUPANCY ISSUED, WHICHEVER DATE COMES FIRST, AT THE DEVELOPER'S EXPENSE, THE WORK ON THE ROADS AND OTHER PUBLIC IMPROVEMENTS AS SET FORDTH IN A CERTAIN SCHEDULE OF COSTS OF PUBLIC IMPROVEMENTS DATED OCTOBER 10, 2000; 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 14-525; OR
- (3) THE DEVELOPER HAS FAILED TO NOTIFY THE CITY FOR INSPECTIONS

IN THE EVENT OF CITIZENS BANK'S DISHONOR OF THE CITY OF PORTLAND'S SIGHT DRAFT CITIZENS BANK SHALL INFORM THE CITY OF PORTLAND IN WRITING OF THE REASON OR REASONS THEREFOR WITHIN THREE (3) WORKING DAYS OF THE DISHONOR.

CITIZEN BANK NEW HAMPSHIRE
International Department

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER:LC- 011724
DATE OF ISSUE: OCTOBER 16, 2000

AFTER ALL THE 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, ELECTRICAL 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 FINANCE AS PROVIDED IN SECTION 14-501 OF THE PORTLAND CITY CODE MAY AUTHORIZE CITIZENS 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 IS DEMMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAT SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE, CITIZENS BANK NOTIFIES THE DIRECTOR OF PLANNING AND URBAN DEVELOPMENT BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE LISTED ADDRESS THAT CITIZENS 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 NOTIIFCATION THAT CITIZENS BANK HAS ELECTED NOT TO RENEW ITS LETTER OF CREDIT NO. LC-011724

THIS LETTER OF CREDIT WILL EXPIRE UPON EARLIER OF :

1. CITIZEN 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 DATED OCTOBER 10, 2000 BETWEEN THE DEVELOPER AND THE CITY OF PORTLAND HAS BEEN COMPLETED IN ACCORDANCE WITH CITY OF PORTLAND SPECIFICATIONS AND CITIZENS BANK'S LETTER OF CREDIT NO. LC-011724 MAY BE CANCELLED; OR
2. THE EXPIRATION DATE OF MAY 1, 2001 OR ANY AUTOMATICALLY EXTENDED DATE AS SPECIFIED HEREIN.

PARTIAL DRAWINGS ARE PERMITTED.

EACH DRAFT MUST BEAR UPON ITS FACE: "DRAWN UNDER CITIZENS BANK NEW HAMPSHIRE LETTER OF CREDIT NO. LC-011724 DATED OCTOBER 16, 2000.

International Department
Mail Stop MMF470
20 Cabot Road
Medford, MA 02155

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER:LC- 011724
DATE OF ISSUE: OCTOBER 16, 2000

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US ON DELIVERY OF DOCUMENTS AS SPECIFIED, IF PRESENTED AT CITIZENS BANK NEW HAMPSHIRE, INTERNATIONAL DEPARTMENT, MAIL STOP MMF470, 20 CABOT ROAD, MEDFORD, MA 02155 ON OR BEFORE MAY 1, 2001 OR ANY AUTOMATICALLY EXTENDED DATE AS SPECIFIED HEREIN.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

VERY TRULY YOURS,
CITIZENS BANK NEW HAMPSHIRE

BY: Mary P. Zyzanski
AUTHORIZED SIGNATURE

BY: Stephen W. McAlister
AUTHORIZED SIGNATURE

Penny Hittell
Assoc Corp Counsel
10/18/00



October 31, 2000

Rick Knowland, Senior Planner
City of Portland
Planning Department
City Hall
389 Congress Street
Portland, ME 04101

Home Office
P.O. Box 600
191 Central Street
Gardiner, Maine 04345

Telephone (207) 582-1851
FAX (207) 582-5637

Website: <http://www.EJPrescott.com>
E-mail: ejp@EJPrescott.com

**Subject: Revised Calculations For Non-impervious (Green) Areas
530 Warren Avenue, Portland, ME**

Dear Rick:

Thank you for talking with me this morning regarding subject issue. Enclosed please find 6 copies of the revised calculations along with a marked up plan which shows those areas and how we have been able to add an existing exit lane along the east side of our warehouse and still maintain 20% non-impervious area for our Warren Avenue property.

Please review and let me know your thoughts. The exit lane is a dramatic improvement in the overall use of our property and will really help our operation.

Sincerely,

EVERETT J. PRESCOTT, INC.

David G. Gardner, P.E.
Senior Vice President

DGG/mls
Enclosure

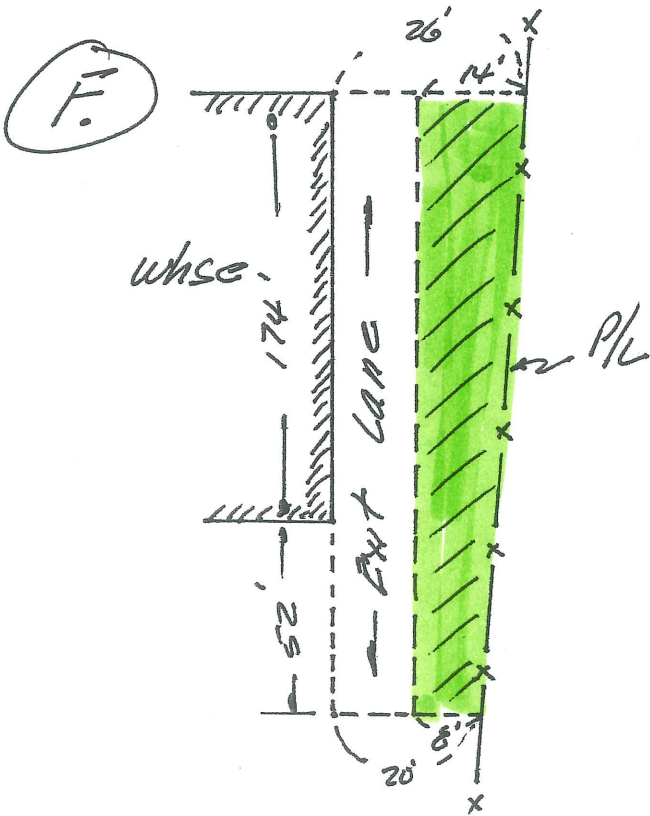
Server(mls)DGG-Rknowland10-31-00

SITE PLAN - 530 WYATTEN AVE

10/31/00

REVISED GREEN SPACE CALC - NON IMPERVIOUS

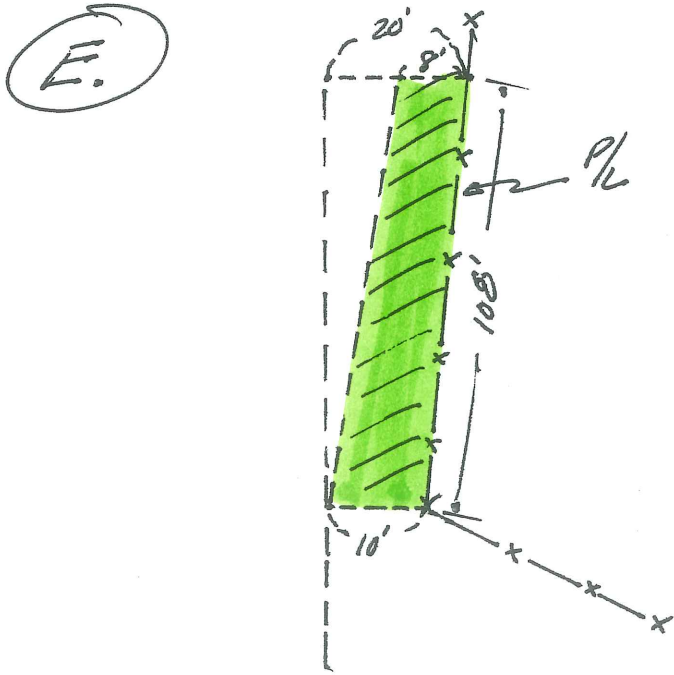
Sheet #1



$$\frac{14+8}{2} \times 226 = 2486 \text{ sq ft NOW}$$

$$\text{was } 5200 \text{ sq ft}$$

$$\text{reduced } 2714 \text{ sq ft}$$



$$\frac{8+10}{2} \times 108 = 972 \text{ sq ft NOW}$$

$$\text{was } 1620 \text{ sq ft}$$

$$\text{reduced } 648 \text{ sq ft}$$

Revised Green Space Calc - Cont

10/31/10

Orig Calc 9/27/00 = 16,722 \square reqd Green Space
(20% of total Area)

Sheet #2

- (A) = 5037
- (B) = 730
- (C) = 500
- (D) = 520
- (E) = 972 Revised from 1620 \square 10/31/00
- (F) = 2486 Revised from 5200 \square 10/31/00
- (G) = 1800
- (H) = 1370

$$\underline{13,415 \square}$$

$$\begin{array}{r} 16,722 \square \text{ reqd} \\ - 13,415 \\ \hline 3,307 \square \text{ needed to meet reqt of 20\%} \end{array}$$

To Get 3307 \square

- ① Add to (C), 125' x 5' = 625 \square
- ② Add to (D), 130' x 4' = 520 \square
- ③ Add to (G), 154' x 4' = 616 \square
- ④ Add to (H), 112' x 14' = 1568 \square

$$\text{Total Added} = \underline{3329 \square}$$

00

$$\begin{array}{r} 13,415 \\ + 3329 \\ \hline \end{array}$$

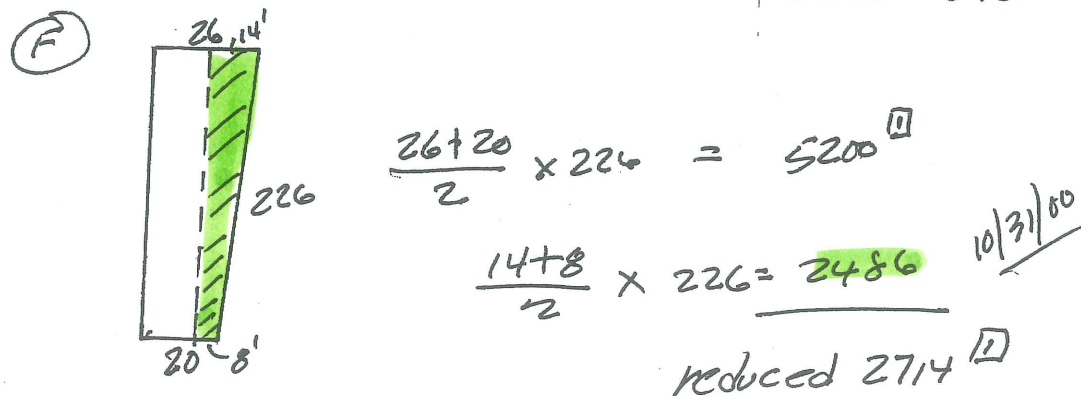
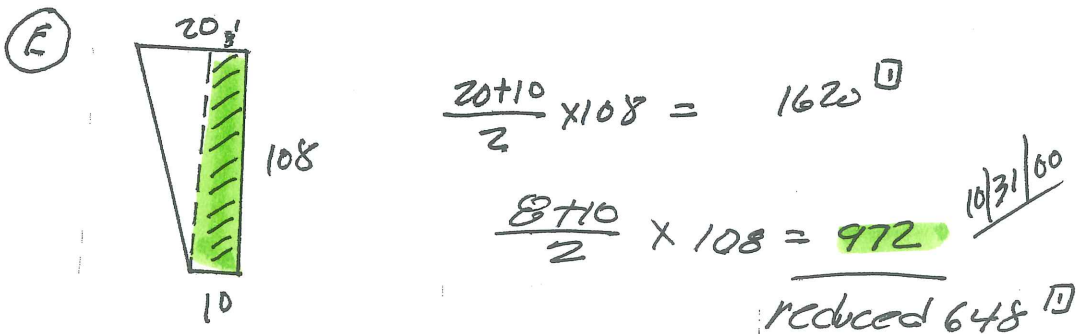
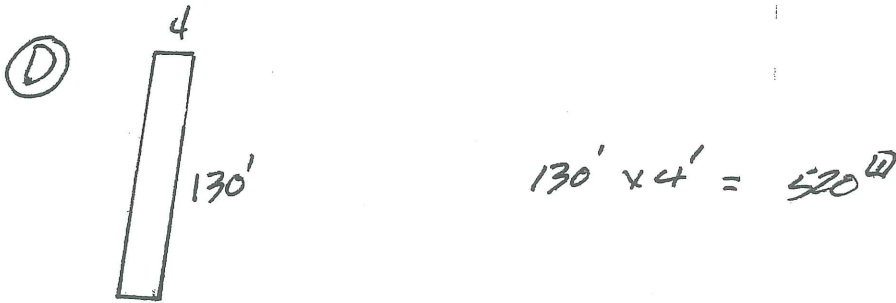
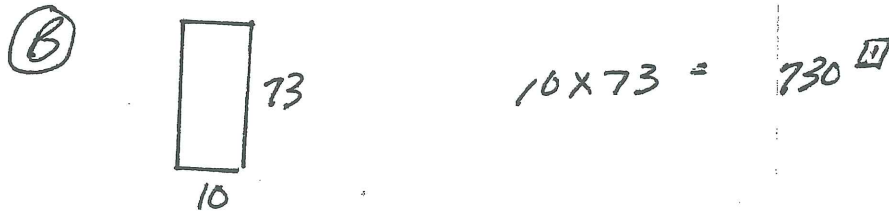
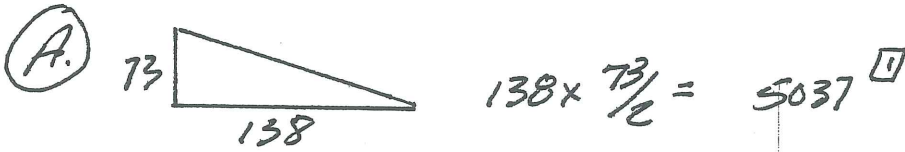
Have 16,744 \square > 16,722 \square reqd

"OK"

SITE PLAN - 530 WARREN AVE
GREEN SPACE (NON IMPERVIOUS) CALC.

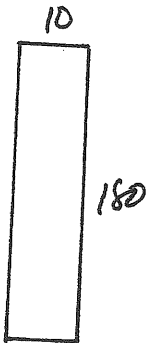
9/27/00

PAGE 1 of 2



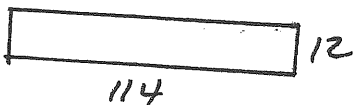
PAGE 2 of 2

(G)



$$180 \times 10 = 1800 \text{ } \square$$

(H)



$$114 \times 12 = 1370 \text{ } \square$$

$$\underline{\text{TOTAL GREEN SPACE AVAIL} = 16,777 \text{ } \square}$$

$$\text{ORIGINAL PURCHASE} = 53.540 \text{ } \square$$

$$\text{PARCEL "A"} = 30.072 \text{ } \square$$

$$\text{TOTAL AREA} = 83.612 \text{ } \square$$
$$\quad \quad \quad \times 20\%$$

$$\underline{\text{TOTAL GREEN SPACE REQD:} = 16,722 \text{ } \square}$$

$$16.777 \text{ } \square > 16.722 \text{ } \square$$

∴ "OK"



CITY OF PORTLAND

September 27, 2000

Mr. David Gardner
Everett J. Prescott
P. O. Box 600
Gardiner, ME 04345

RE: E. J. Prescott, 530 Warren Avenue

Dear Jr. Gardner,

This letter is to confirm that the Portland Planning Authority has reviewed and approved a proposed revision to the Prescott and Joker site plans which involves adding a gravel storage area to the Prescott site. The approval is subject to the following conditions.

1. That the applicant shall provide evidence that CMP is willing to allow outside storage of materials in their overhead line right of way.
2. That the applicant shall confirm that the runoff from their site will go to the Joker's detention basin.
3. That the site plan shall be revised to reflect two deciduous trees between this sidewalk and the front fence. This shall be supplemented by evergreen plantings approved by the City Arborist which adequately screens the material storage.
4. The site plan shall be revised to reflect a maximum 80 percent impervious surface ratio for the property.
5. New storage area should be adequately screened from abutting properties by landscaping, solid fencing or chainlink fencing with slats. Specific screening shall be reviewed and approved by the Planning Office.
6. Any changes to the exterior lighting of the site shall require Planning Department review and approval.

The proposed site plan was found to be in conformance with the Site Plan Ordinance of the Land Use Code.

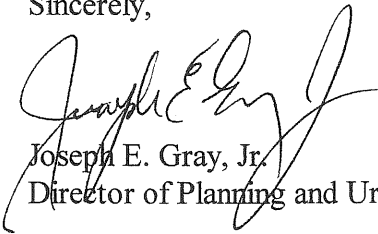
Please note the following provisions and requirements for all site plan approvals:

1. A performance guarantee covering the site improvements as well as an inspection fee payment of 1.7% of the guarantee amount must be submitted to and approved by the Planning Division.
2. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
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.)

The Development Review Coordinator (who is located at DeLuca Hoffman at 775-1121) 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 is 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
✓ Richard Knowland, Senior Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Nancy Knauber, Associate Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File



September 28, 2000

Rick Knowland, Senior Planner
City of Portland
Planning Department
City Hall
389 Congress Street
Portland, ME 04101

Home Office
P.O. Box 600
191 Central Street
Gardiner, Maine 04345

Telephone (207) 582-1851
FAX (207) 582-5637

Website: <http://www.EJPrescott.com>
E-mail: ejp@EJPrescott.com

**Subject: Additional Requirements – Parcel “A”
Site Plan – Gravel Storage Area
Rear - 530 Warren Avenue
Portland, ME**

Dear Rick:

In response to additional requirements required by the City for subject parcel, we have enclosed 5 copies of this letter and supporting information.

1) Regarding your August 25, 2000 letter and comments from Steve Bushey we submit the following:

a) Comment: The applicant should confirm that the runoff from their site will go to the Jokers “detention basin”.

Answer: From Item 6, Page 2 of my August 1, 2000 letter, existing surface drainage on Parcel “A” flows northerly along the CMP power line and then into the Capisic Brook watershed. Once the gravel storage area is complete the same drainage pattern will exist. If Jokers Two’s proposed Go-Cart Track is built, surface drainage from Parcel “A” will flow through a new culvert at the southwest corner of the track, then into a new detention basin, and then into the Capisic watershed.

b) Comment: The applicant should provide evidence that CMP is willing to allow outside storage materials in their overhead line right-of-way.

Answer: See attached copy of ‘Use Agreement’ with Central Maine Power Company.

Rich Knowland, Senior Planner
September 28, 2000
Page Two

- c) Comment: Prescott never planted the trees they were suppose to in the original site plan approval. This needs to be addressed. Also, additional screening will be required given the amount of material you have stored in the front yard.

Answer: Per my discussion with you on August 29, 2000, we will plant three summit ash street trees along the front of our property facing Warren Avenue. In addition, we will plant 5-6' high techney arborvitaes at 12' centers, also along the Warren Avenue frontage.

2. Please see attached colored property plan and calculations for determining 20% non-impervious green space on our property.

Should you have additional questions, please contact me. We are anxious to complete the site work this fall so I would appreciate your prompt response.

Sincerely,

EVERETT J. PRESCOTT, INC.



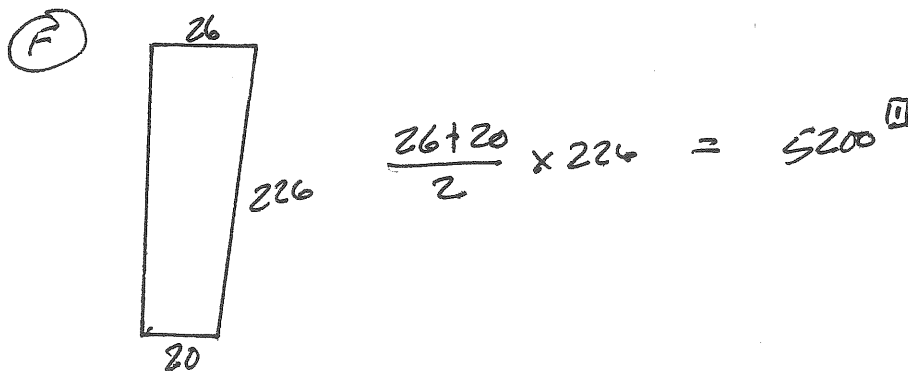
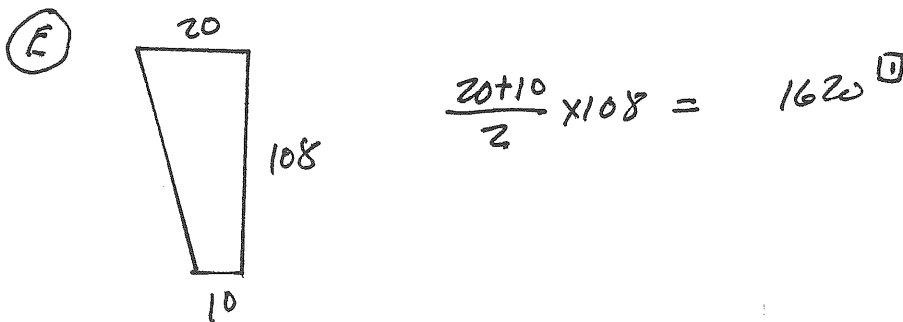
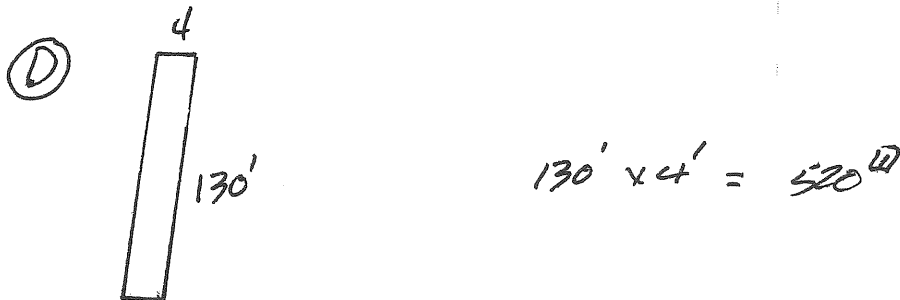
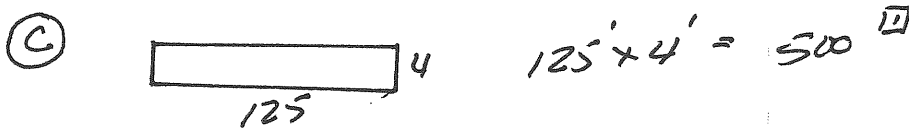
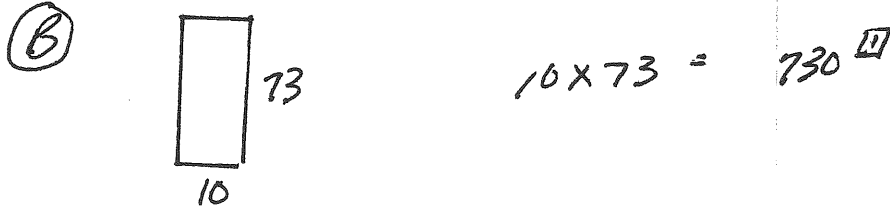
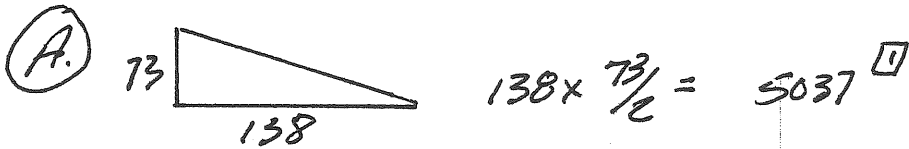
David G. Gardner, P.E.
Senior Vice President

DGG/mls
Enclosures

SITE PLAN - 530 WARREN AVE
GREEN SPACE (NON IMPERVIOUS.) CALC.

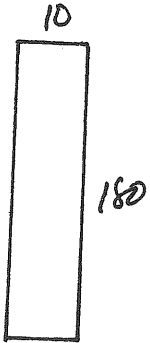
9/27/00

PAGE 1 of 2



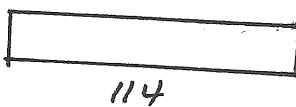
PAGE 2 of 2

⑥



$$180 \times 10 = 1800 \text{ } \square$$

⑦



$$114 \times 12 = 1370 \text{ } \square$$

$$\underline{\text{TOTAL GREEN SPACE AVAIL} = 16,777 \text{ } \square}$$

$$\text{ORIGINAL PURCHASE} = 53.540 \text{ } \square$$

$$\text{PARCEL "A"} = 30.072 \text{ } \square$$

$$\text{TOTAL AREA} = 83.612 \text{ } \square$$

$\times 20\%$

$$\underline{\text{TOTAL GREEN SPACE REQ'd} = 16,722 \text{ } \square}$$

$$16,777 \text{ } \square > 16,722 \text{ } \square$$

∴ "OK"



COPY

USE AGREEMENT

This Agreement is entered into on this 8th, day of March 2000, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation with offices at 83 Edison Drive, Augusta, Maine 04336 ("CMP"), and **EVERETT J. PRESCOTT, INC.**, 191 Central Street, P.O. Box 600, Gardiner, Maine, 04345 ("User").

WHEREAS, CMP has certain easement rights on a 125 foot strip of land designated as Transmission Section 188 in the Town of Portland, conveyed to it by a deed from Ralph M. Snyder dated November 26, 1951 and recorded at the Cumberland County Registry of Deeds in Book 2070, Page 256 ("Parcel"). Said rights include the right to prohibit the construction or placement of structures on the Parcel and other actions which may interfere with CMP's use of the Parcel.

WHEREAS, User desires to use the Parcel under the conditions described in Attachment A hereto and made a part hereof.

NOW THEREFORE, CMP agrees that it will not object to the use described in Attachment A hereto provided the following terms and conditions are complied with:

1. User uses the Parcel only in accordance with the purposes, locations and conditions listed in Attachment A hereto;
2. Since CMP only has an easement interest in the Parcel, User is responsible for obtaining permission for the stated use from the fee owner of the Parcel, if necessary;
3. User shall notify CMP prior to commencement of construction on the Parcel;
4. This Agreement shall in no way encumber CMP's easement rights to operate and maintain a transmission line within the Parcel;
5. CMP shall not be liable to User for any damage to User's property on the Parcel caused by CMP's use of the Parcel for public utility purposes;
6. User shall be responsible for acquiring all necessary permits for said construction and shall comply with all municipal, state, and federal laws and regulations;
7. User shall notify the Dig Safe Call Center prior to commencement of any excavation on the Parcel at 1-888-DIG-SAFE and comply with the provisions of both the Maine Dig Safe Statute Title 23, M.R.S.A. Section 3360-A and the Overhead High-Voltage Line Safety Act Section 751 et seq. Title 35A, Chapter 7-A.
8. This Agreement applies only to CMP's current use of the Parcel and the current laws and regulations affecting such use. This Agreement does not in any way restrict CMP's right to assert that User's use of the Parcel infringes on CMP's rights in the future;
9. User for itself, its employees, agents, contractors, subcontractors, successors and assigns, releases CMP and it's parents and affiliates and their directors, officers, employees, contractors, agents, successors and assigns from all claims of any type or nature, it may now have or may have in the future, including but not limited to personal

injury, death, damage to property or loss of business, sustained by User or any person or entity using the Parcel pursuant or related to this Agreement, except claims resulting from damage caused solely by the negligent acts of CMP;

10. User agrees to defend, at CMP's option, indemnify and hold harmless CMP and it's parents and affiliates and their directors, officers, employees, contractors, successors and assigns from and against any and all losses of any type or nature, including but not limited to claims, liabilities, penalties, expenses and judgments arising out of or related to the use of the property by User or its employees, contractors, subcontractors, agents, successors or assigns, excepting losses caused solely by the negligent acts of CMP;
11. In the event that CMP should rebuild, replace, re-space or relocate its transmission line within the Parcel, CMP shall not be responsible for any damage to User's improvements on the Parcel and CMP may require User to relocate User's improvements to avoid interference with CMP's use of the Parcel authorized by its said easement.

The parties hereto agree to the terms of this Agreement as indicated below by their signatures or the signatures of their duly authorized representatives.

CENTRAL MAINE POWER COMPANY

By: *Kenneth Freye*

Kenneth H. Freye, Manager
Property Management

EVERETT J. PRESCOTT, INC.

By: *David R. Gaudin*

Its: *S. Vice President*

03/03/00

ATTACHMENT A

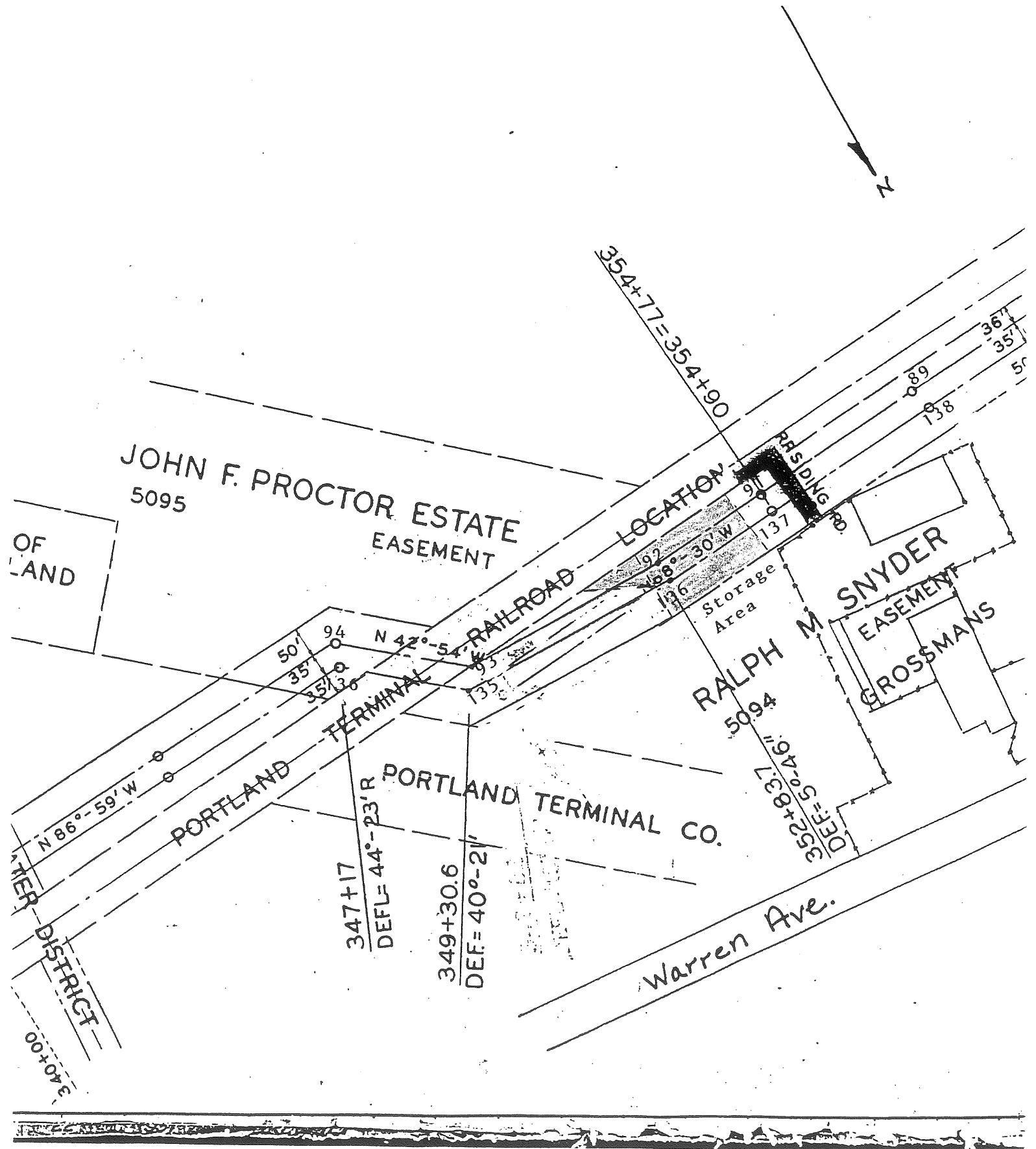
PURPOSE

User intends to construct and maintain a storage area on a portion of CMP's Transmission Line Corridor designated Section 188. The storage area will be used to store ductile iron and PVC/Plastic Pipe in sizes between 6" and 36" with lengths up to 20'. User also intends to erect and maintain a six (6) foot chain link fence around the said storage area. For further reference see the attached map.

CONDITIONS

1. User is responsible for providing a copy of this Agreement to its employees, contractors, subcontractors and/or agents. User may be asked to provide to CMP an acknowledgment of receipt of this Agreement by said employees, contractors, subcontractors and/or agents.
2. Said pipes will be stored on 4 x 4 skids for loading and unloading onto flatbed tractor-trailers. The height of the stored pipes will not exceed 12 ft. The height of the vehicles will not exceed 14 feet.
3. No storage shall be allowed within 10 feet of CMP's poles and or guy wires on the Parcel.
4. The User shall not allow any vehicle, equipment or machinery to come within an area in which any part of it, including but not limited to any arm, bucket, blade or knuckle, has the capability, even if improbable, of extending to within fifteen (15) feet of CMP's wires on the Parcel.
5. User shall contact CMP prior to the use of "boomed" equipment on the Parcel and if deemed necessary by CMP, User shall not engage said use of "boomed" equipment until a CMP inspector is on-site. The CMP inspector shall have the right, but not the duty, to halt the User, or its contractor's operation if the inspector believes the operation creates a danger to persons or property or are inconsistent with this Agreement. Failure of CMP to provide an inspector or halt the operation shall not be considered a negligent act or omission or otherwise relieve the User of its obligation to release and indemnify CMP. The User shall reimburse CMP for the cost of this inspector.
6. All construction, installations and maintenance will be made in a safe and workmanlike manner so as not to interfere with the construction, operation or maintenance of the electric transmission or distribution lines of CMP and shall be at the sole risk and expense of the User.

PORTLAND



Rich Knowland, Senior Planner
September 28, 2000
Page Two

- c) Comment: Prescott never planted the trees they were suppose to in the original site plan approval. This needs to be addressed. Also, additional screening will be required given the amount of material you have stored in the front yard.

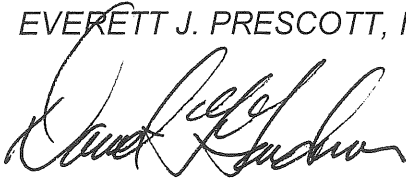
Answer: Per my discussion with you on August 29, 2000, we will plant three summit ash street trees along the front of our property facing Warren Avenue. In addition, we will plant 5-6' high techney arborvitaes at 12' centers, also along the Warren Avenue frontage.

2. Please see attached colored property plan and calculations for determining 20% non-impervious green space on our property.

Should you have additional questions, please contact me. We are anxious to complete the site work this fall so I would appreciate your prompt response.

Sincerely,

EVERETT J. PRESCOTT, INC.



David G. Gardner, P.E.
Senior Vice President

DGG/mls
Enclosures

Pipeline Specialists



Everett J. Prescott, Inc.

Home Office
P.O. Box 600
191 Central Street
Gardiner, Maine 04345

Telephone (207) 582-1851
FAX (207) 582-6637

Website: <http://www.EJPrescott.com>
E-mail: ejp@EJPrescott.com

October 4, 2000

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

Subject: E.J. Prescott, Inc., 530 Warren Avenue

Attention: Mr. Richard Knowland, Sr. Planner

Dear Mr. Knowland:

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I do take exception to item 5 on page 1 which requires screening of abutting properties by landscaping, solid fencing or chain link fence with slats. If our property at the rear of 530 Warren Avenue had a visual impact upon any residential neighborhoods I would absolutely agree with item 5. However, the rear of our property is the old Portland Terminal Company railroad tracks which is entirely over grown with heavy woods. The westerly and easterly boundaries of our property are along the existing Central Maine Power Company right-of-way which prohibits buildings of any sort now and in the future. I know that good planning covers all potential situations but I also feel that practical consideration needs to play a role in specific instances. Our situation at the rear of 530 Warren Avenue in my judgment is one of those instances.

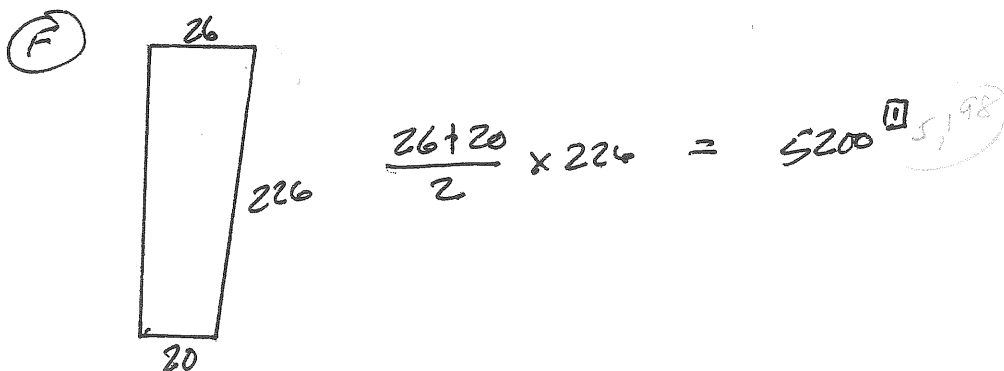
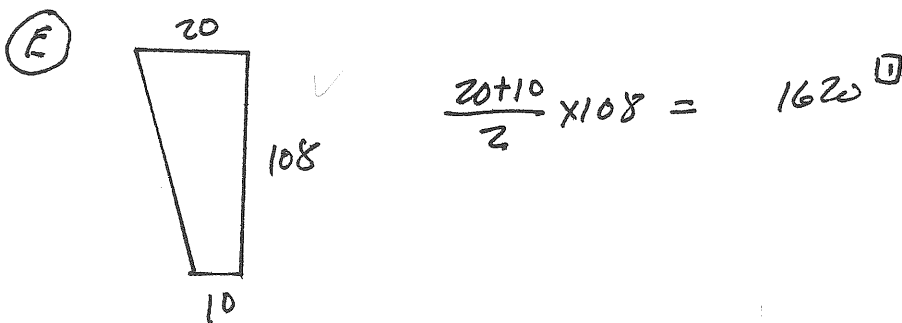
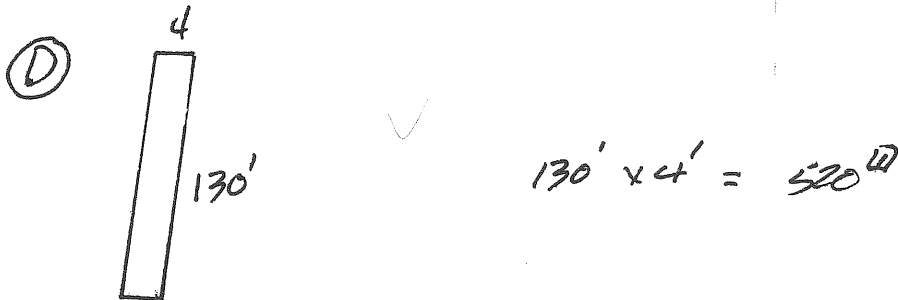
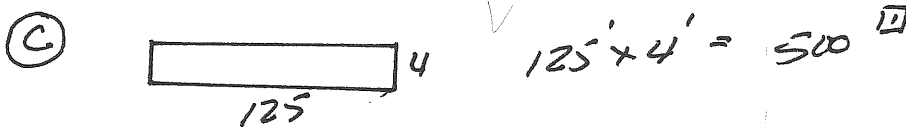
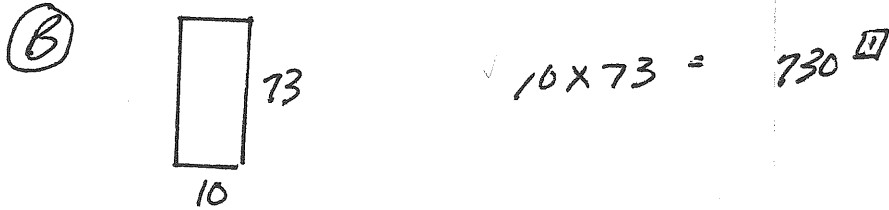
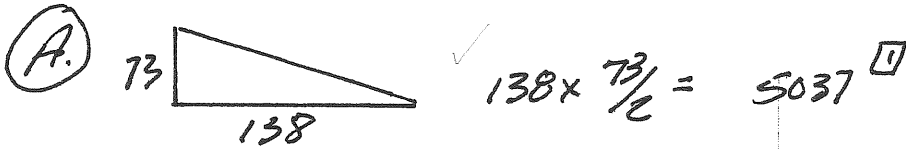
We plan to install 6' chain link fencing around our property and with the heavy growth that is there already, it will soon be covered with weeds and growth to the top of the fence. To require us to place slats in the chain link fence to screen abutting properties does not seem reasonable. I would appreciate a site visit by you and others in your Planning Office to review this situation with me. Slat screening is expensive both to buy and to install. If it were needed we would absolutely comply. Please review and advise

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SITE PLAN - 530 WARREN AVE
GREEN SPACE (NON IMPERVIOUS) CALC.

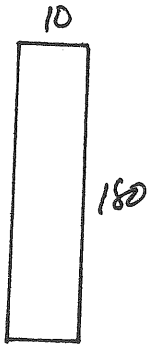
9/27/60

PAGE 1 of 2



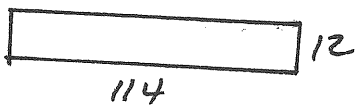
PAGE 2 of 2

(G)



$$180 \times 10 = 1800 \text{ } \square$$

(H)



$$114 \times 12 = 1370 \text{ } \square \quad 1,368$$

$$\underline{\text{TOTAL GREEN SPACE AVAIL}} = 16,777 \text{ } \square \quad 16,773$$

$$\text{ORIGINAL PURCHASE} = 53.540 \text{ } \square$$

$$\text{PARCEL "A"} = 30.072 \text{ } \square$$

$$\text{TOTAL AREA} = 83.612 \text{ } \square$$

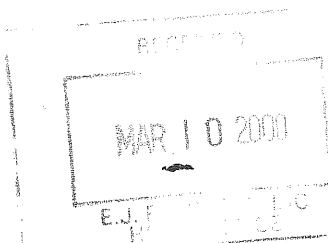
x 20%

$$\underline{\text{TOTAL GREEN SPACE REQD:}} = 16,722 \text{ } \square$$

$$16,777 \text{ } \square > 16,722 \text{ } \square$$

∴ "OK"

$$\begin{array}{r} 16,773 \\ 16,722 \\ \hline 51 \end{array}$$



COPY

USE AGREEMENT

This Agreement is entered into on this 8th, day of March 2000, by and between CENTRAL MAINE POWER COMPANY, a Maine corporation with offices at 83 Edison Drive, Augusta, Maine 04336 ("CMP"), and EVERETT J. PRESCOTT, INC., 191 Central Street, P.O. Box 600, Gardiner, Maine, 04345 ("User").

WHEREAS, CMP has certain easement rights on a 125 foot strip of land designated as Transmission Section 188 in the Town of Portland, conveyed to it by a deed from Ralph M. Snyder dated November 26, 1951 and recorded at the Cumberland County Registry of Deeds in Book 2070, Page 256 ("Parcel"). Said rights include the right to prohibit the construction or placement of structures on the Parcel and other actions which may interfere with CMP's use of the Parcel.

WHEREAS, User desires to use the Parcel under the conditions described in Attachment A hereto and made a part hereof.

NOW THEREFORE, CMP agrees that it will not object to the use described in Attachment A hereto provided the following terms and conditions are complied with:

1. User uses the Parcel only in accordance with the purposes, locations and conditions listed in Attachment A hereto;
2. Since CMP only has an easement interest in the Parcel, User is responsible for obtaining permission for the stated use from the fee owner of the Parcel, if necessary;
3. User shall notify CMP prior to commencement of construction on the Parcel;
4. This Agreement shall in no way encumber CMP's easement rights to operate and maintain a transmission line within the Parcel;
5. CMP shall not be liable to User for any damage to User's property on the Parcel caused by CMP's use of the Parcel for public utility purposes;
6. User shall be responsible for acquiring all necessary permits for said construction and shall comply with all municipal, state, and federal laws and regulations;
7. User shall notify the Dig Safe Call Center prior to commencement of any excavation on the Parcel at 1-888-DIG-SAFE and comply with the provisions of both the Maine Dig Safe Statute Title 23, M.R.S.A. Section 3360-A and the Overhead High-Voltage Line Safety Act Section 751 et seq. Title 35A, Chapter 7-A.
8. This Agreement applies only to CMP's current use of the Parcel and the current laws and regulations affecting such use. This Agreement does not in any way restrict CMP's right to assert that User's use of the Parcel infringes on CMP's rights in the future;
9. User for itself, its employees, agents, contractors, subcontractors, successors and assigns, releases CMP and it's parents and affiliates and their directors, officers, employees, contractors, agents, successors and assigns from all claims of any type or nature, it may now have or may have in the future, including but not limited to personal

injury, death, damage to property or loss of business, sustained by User or any person or entity using the Parcel pursuant or related to this Agreement, except claims resulting from damage caused solely by the negligent acts of CMP;

10. User agrees to defend, at CMP's option, indemnify and hold harmless CMP and it's parents and affiliates and their directors, officers, employees, contractors, successors and assigns from and against any and all losses of any type or nature, including but not limited to claims, liabilities, penalties, expenses and judgments arising out of or related to the use of the property by User or its employees, contractors, subcontractors, agents, successors or assigns, excepting losses caused solely by the negligent acts of CMP;
11. In the event that CMP should rebuild, replace, re-space or relocate its transmission line within the Parcel, CMP shall not be responsible for any damage to User's improvements on the Parcel and CMP may require User to relocate User's improvements to avoid interference with CMP's use of the Parcel authorized by its said easement.

The parties hereto agree to the terms of this Agreement as indicated below by their signatures or the signatures of their duly authorized representatives.

CENTRAL MAINE POWER COMPANY

By: *Kenneth Freye*

Kenneth H. Freye, Manager
Property Management

EVERETT J. PRESCOTT, INC.

By: *David R. [Signature]*

Its: *S. Vice President*

03/03/00

ATTACHMENT A

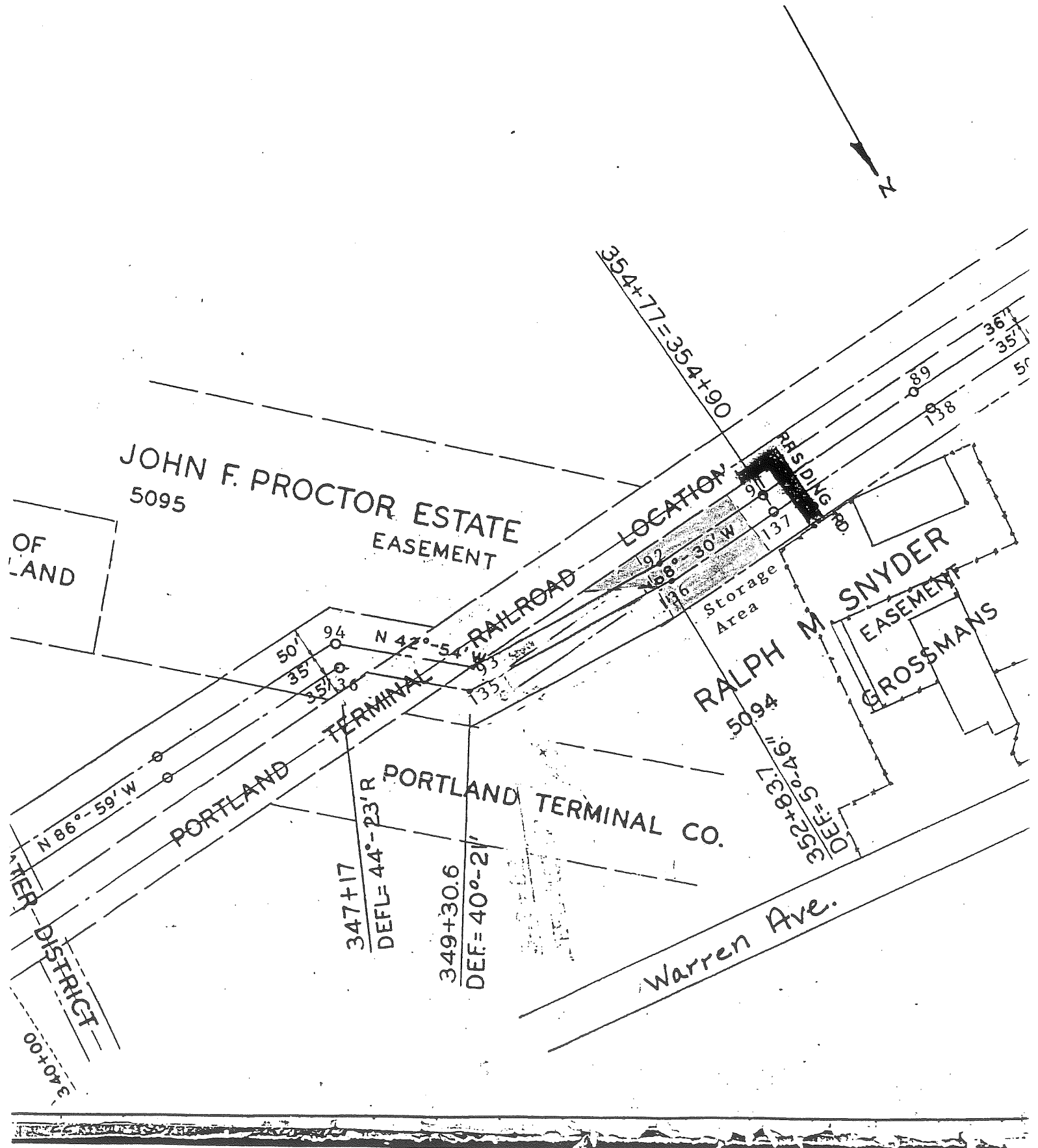
PURPOSE

User intends to construct and maintain a storage area on a portion of CMP's Transmission Line Corridor designated Section 188. The storage area will be used to store ductile iron and PVC/Plastic Pipe in sizes between 6" and 36" with lengths up to 20'. User also intends to erect and maintain a six (6) foot chain link fence around the said storage area. For further reference see the attached map.

CONDITIONS

1. User is responsible for providing a copy of this Agreement to its employees, contractors, subcontractors and/or agents. User may be asked to provide to CMP an acknowledgment of receipt of this Agreement by said employees, contractors, subcontractors and/or agents.
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PORTLAND



- 2. Accessory structures (detached) with a total floor area of one hundred (100) square feet or less: Five (5) feet.
- 3. Side yards on side streets (corner lot):
Principal or accessory structures:
 - (a) One (1) or two (2) stories: Ten (10) feet.
 - (b) Three (3) or more stories: Twelve (12) feet.
- (4) *Minimum lot width*: Sixty (60) feet.
- (5) *Maximum height*: Sixty-five (65) feet; except that on lots in excess of five (5) acres, ninety (90) feet is permitted if each of the setbacks required under subsection (3) above is increased by one (1) foot in distance for each foot of height above sixty-five (65) feet.
- (6) *Maximum impervious surface ratio*: Eighty (80) percent.
- (7) *Maximum Floor Area Ratio (F.A.R.)*: The maximum floor area ratio is established according to the abutting residential zone. If there is no abutting residential zone to the lot in question, the F.A.R may be a maximum of 0.65. In the case of two (2) or more abutting residential zones, the F.A.R. shall be the F.A.R. of the least restrictive such zone. The ratios are as follows:

<i>Residential</i>	<i>Floor Area Ratio</i>
R-1/R-2	0.45
R-3	0.55
R-4/R-5/R-5A/R-6	0.65

(Ord. No. 296-88, 5-23-88)

Sec. 14-229.14. Other requirements.

In addition to the above, the following requirements are applicable to all uses in the B-4 zone:

- (1) *Landscaping and screening*: The site shall be suitably landscaped for parking, surrounding uses and accessory site elements including storage and solid waste receptacles where required by article IV (subdivisions) and article V (site plan).
- (2) *Curbs and sidewalks*: Curbs and sidewalks as specified in article VI of chapter 25.
- (3) *Off-street parking and loading*: Off-street parking and loading are as required by division 20 and division 21 of this article.
- (4) *Signs*: Signs shall be subject to the provisions of division 22 of this article.

~~(5)~~ *Exterior storage*:

- a. Any storage of new materials, finished products, or related equipment must be suitably screened from the public way and from abutting properties by a solid fence at least five (5) feet in height, or by a solid evergreen planting strip.

Pipeline Specialists



Everett J. Prescott, Inc.

Home Office
P.O. Box 600
191 Central Street
Gardiner, Maine 04345

Telephone (207) 582-1851
FAX (207) 582-5637

Website: <http://www.EJPrescott.com>
E-mail: ejp@EJPrescott.com

October 4, 2000

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

Subject: E.J. Prescott, Inc., 530 Warren Avenue

Attention: Mr. Richard Knowland, Sr. Planner

Dear Mr. Knowland:

Thank you for your approval letter dated September 27th regarding 530 Warren Avenue. I have reviewed the letter carefully and I believe my letter to your Department dated September 28th addresses the first four items on page 1. With regard to item 3, the deciduous trees and evergreen plantings will be planted this week. Concerning item 6, there will be no change in the exterior lighting of the site.

I do take exception to item 5 on page 1 which requires screening of abutting properties by landscaping, solid fencing or chain link fence with slats. If our property at the rear of 530 Warren Avenue had a visual impact upon any residential neighborhoods I would absolutely agree with item 5. However, the rear of our property is the old Portland Terminal Company railroad tracks which is entirely over grown with heavy woods. The westerly and easterly boundaries of our property are along the existing Central Maine Power Company right-of-way which prohibits buildings of any sort now and in the future. I know that good planning covers all potential situations but I also feel that practical consideration needs to play a role in specific instances. Our situation at the rear of 530 Warren Avenue in my judgment is one of those instances.

We plan to install 6' chain link fencing around our property and with the heavy growth that is there already, it will soon be covered with weeds and growth to the top of the fence. To require us to place slats in the chain link fence to screen abutting properties does not seem reasonable. I would appreciate a site visit by you and others in your Planning Office to review this situation with me. Slat screening is expensive both to buy and to install. If it were needed we would absolutely comply. Please review and advise

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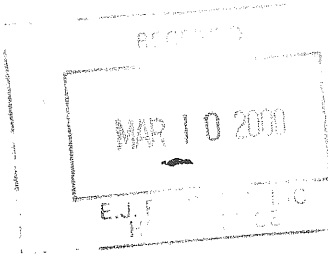
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Water • Sewer • Drain • Gas
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COPY

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CENTRAL MAINE POWER COMPANY

By:

Kenneth H. Freye
Kenneth H. Freye, Manager
Property Management

EVERETT J. PRESCOTT, INC.

By:

Its:

David R. Sullivan
S. Vice President
03/03/00

ATTACHMENT A

PURPOSE

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Mr. Joseph E. Gray, Jr.
 Mr. Richard Knowland, Sr. Planner
 October 4, 2000
 Page Two

Dearborn Construction of Gorham, Maine, one of our good customers, will be doing the clearing, grubbing, stabilization fabric, furnishing and compacting gravel sub-base, base gravel, silt fence for erosion control, loam and seed. Their price is \$25,500. In addition we will be having a local fence company install the chain link fencing around the perimeter. As soon as I have received that estimate I will forward that to you as well. At that point you can determine the performance guarantee, the inspection fee, the escrow amount, and the defect guarantee amount. I will plan to be in your office at 11:00 A.M. this Thursday, October 5th, to review these final details.

We are planning to hold a pre-construction meeting at the site on Monday, October 9th. I have called Deluca Hoffman and Central Maine Power to advise them of that time. Thank you for your help in this matter. I look forward to your early response.

Sincerely,

EVERETT J. PRESCOTT, INC.

David G. Gardner, P.E.
 Senior Vice President

screening
 that portion of the
 fence that has slats

DGG/mls

Pipeline Specialists



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October 4, 2000

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Dear Mr. Knowland:

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I do take exception to item 5 on page 1 which requires screening of abutting properties by landscaping, solid fencing or chain link fence with slats. If our property at the rear of 530 Warren Avenue had a visual impact upon any residential neighborhoods I would absolutely agree with item 5. However, the rear of our property is the old Portland Terminal Company railroad tracks which is entirely over grown with heavy woods. The westerly and easterly boundaries of our property are along the existing Central Maine Power Company right-of-way which prohibits buildings of any sort now and in the future. I know that good planning covers all potential situations but I also feel that practical consideration needs to play a role in specific instances. Our situation at the rear of 530 Warren Avenue in my judgment is one of those instances.

We plan to install 6' chain link fencing around our property and with the heavy growth that is there already, it will soon be covered with weeds and growth to the top of the fence. To require us to place slats in the chain link fence to screen abutting properties does not seem reasonable. I would appreciate a site visit by you and others in your Planning Office to review this situation with me. Slat screening is expensive both to buy and to install. If it were needed we would absolutely comply. Please review and advise

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October 4, 2000

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

Subject: E.J. Prescott, Inc., 530 Warren Avenue

Attention: Mr. Richard Knowland, Sr. Planner

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