

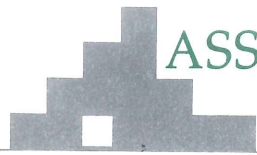
316-B-4

#2001-0020

222 Riverside St.

Gravel Storage Area

Sterling Motors



# ASSOCIATED DESIGN PARTNERS INC.

Office: 207 • 871 • 8333  
Fax: 207 • 871 • 1480

71 Federal Street • Portland, Maine 04101

October 7, 1997

97111

Candy Talbot, Planner  
City of Portland  
Portland, ME 04101

RE: 222 Riverside Street, Sterling Motors

Dear Candy:

Associated Design Partners is pleased to present the attached revised site plan with revisions made in accordance with the October 6, 1997, review letter submitted to us. The following items address the review comments as submitted.

1. Two city approved street trees have been added to the site plan along Riverside Street.
2. Sections of concrete parking curb have been added to the plan along the edge of the parking lot adjacent to Riverside Street. A detail is provided on the attached plan
3. The loam and seed detail provided on the plan indicates the landscaped area proposed directly in back of the building. We have added a note of clarification on the plan indicating such.
4. We have provided a rip-rap sediment trap in accordance with the Maine Sediment and Erosion Control Handbook. A note has been added to the end of the 12" concrete culvert requiring the contractor to unearth the end of the culvert, confirm the invert and contact our office for confirmation of the detail provided.
5. We have provided revisions to and additional grading in accordance with the letter request which clearly shows a minimum site grade of 1% across the parking lot. We have also indicated additional drainage swales as requested.
6. We have dimensioned the building with reference to the property lines for ease of layout.
7. We have added some erosion control notations on the plan giving the contractor direction for installation of silt fence and erosion control measures proposed for this project, and we have specifically addressed unearthing and protection of the culvert.
8. We have attached a copy of the telecommunications easement in accordance with the request.

The revised site plan and attached information are provided in response to your letter. Should you have any questions, please do not hesitate to contact us.

Sincerely,



James A. Thibodeau, P.E.  
President

cc: Sterling Boynton  
Lee Harvey

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A  
PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through\* the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and

\*a ten (10) foot wide strip of land along the southerly boundary of

deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge ~~title to the Telecommunications Easement~~ in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.

8/13/97

City of Portland,

Sterling Motors expresses to build a 30' x 40' garage and office at 222 Riverside Street for the use of light prep work on used cars and their sales. The site is beside Wiches Lumber as per plan. The total area of the land owned by Sterling Motors is: 22,376 sq. feet or 0.51 Ac. with the building to take up 1,200 sq. feet.

No solid waste will be generated except for 2 or 3 yds of wood scraps. The sewer & water run by the property at the street.

The lot is on flat ground with curbs cuts in place for access to Riverside St.

Sterling Motors is all ready doing business at this address selling autos.

The property is owned by Lee Harvie and Sterling Boyington.

No wild life or fisheries or archaeological site near area of property.

No other site work is planned.



022346

## WARRANTY DEED

MAINE REAL ESTATE TAX PAID

KNOW ALL PERSONS BY THESE PRESENTS, that **222 RIVERSIDE CORP.**, a Maine corporation, for consideration paid, GRANTS TO **LEE J. HARVIE** of PORTLAND, Maine, and **STERLING BOYINGTON** of PORTLAND, Maine, whose mailing address is 222 RIVERSIDE ST., PORTLAND, ME., with **WARRANTY COVENANTS**, the premises situated on the westerly side of Riverside Street in the City of Portland, County of Cumberland and State of Maine, more particularly described on **Exhibit A**, attached hereto and made a part hereof.

Being a portion of the premises conveyed to the Grantor herein by deed of Apex, Inc. dated July 23, 1990 and recorded in the Cumberland County Registry of Deeds at Book 9255, Page 231.

IN WITNESS WHEREOF the said **222 RIVERSIDE CORP.** has caused this instrument to be signed in its corporate name by Daniel B. Albert, its President thereunto duly authorized this 19<sup>th</sup> day of MARCH, 1997.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

**222 RIVERSIDE CORP.**

Witness

By: Daniel B. Albert  
Daniel B. Albert, President

State of South Carolina  
Greenville, ss.

March 19, 1997

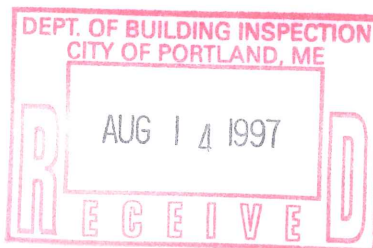
Then personally appeared the above-named Daniel B. Albert in his capacity as President and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of 222 Riverside Corp.

Before me,

Elaine Q. Hundt  
Notary Public/Attorney-at-Law

Print Name: ELAINE A. HUNDT

P-222riverside  
WAR-DEED.DOC



## EXHIBIT A

A certain lot or parcel of land located on the westerly side of Riverside Street, City of Portland, County of Cumberland, State of Maine, and being more particularly bounded and described as follows:

BEGINNING at a set rebar on the westerly right-of-way line of Riverside Street, said rebar being a southeasterly corner of the remaining lands N/F of 222 Riverside Corp. as recorded in Book 9255, Page 231, Cumberland County Registry of Deeds (CCRD);

THENCE southerly along said Riverside Street and along a curve to the right an arc length of 45.00' feet to a set rebar, said curve has a delta of  $03^{\circ}54'45''$ , radius of 659.00' feet and a chord of  $S 16^{\circ}01'56''W$  44.99' feet. Said rebar is the northeasterly corner of lands N/F of Sterling Boyington and Lee J. Harvie as recorded 12033, Page 42, CCRD, which was formerly the Portland Terminal Company;

THENCE westerly along lands of said Boyington and Harvie and a curve to the right an arc length of 58.15' feet to a point, said curve has a delta of  $00^{\circ}35'07''$ , radius of 5693.83' feet and a chord of  $N66^{\circ}31'16''W$  58.15' feet;

THENCE  $N 66^{\circ}13'02''W$  continuing along lands of said Boyington and Harvie 139.40' feet to a set rebar;

THENCE  $N 23^{\circ}46'58''E$  along remaining lands of said 222 Riverside Corp. 15.00' feet to a set rebar;

THENCE  $S 75^{\circ}05'08''E$  along remaining lands of said 222 Riverside Corp. 193.80' feet to the POINT OF BEGINNING.

The above parcel contains 5,876 S.F. more or less.

All the above mentioned "set rebar" are set #5 rebars with plastic caps stamped "Des Lauriers PLS 1314".

Meaning and intending to describe a portion of lands N/F of 222 Riverside Corp. as described in Book 9255, Page 231, CCRD.

The basis of bearing for the above described parcel is magnetic north meridian 1989. The above described parcel is shown on a Standard Boundary Survey for Lee Harvie by Des Lauriers & Associates dated July 31, 1996 and revised August 7 and November 25, 1996.

RECEIVED  
RECORDED REGISTRY OF DEEDS

1997 MAY -7 AM 10: 52

CUMBERLAND COUNTY

John B O'Brien

## AMENDMENT TO MORTGAGE DEED

*Amends Mortgage Deed from Sterling Boyington and Lee J. Harvie to Brunswick Federal Savings, F.A. dated July 31, 1995 and recorded in the Cumberland County Registry of Deeds on August 1, 1995 at Book 12033, Page 50.*

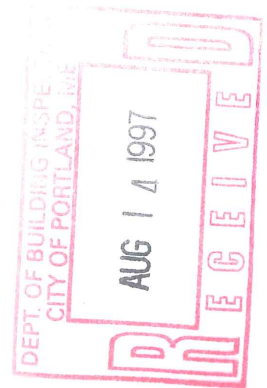
AGREEMENT made on January 27<sup>th</sup>, 1997 by and between STERLING BOYINGTON and LEE J. HARVIE, with a mailing address of 222 Riverside Street, Portland, Maine 04103 (collectively, the "Grantor") and NORTHEAST BANK, FSB, formerly known as Bethel Savings Bank, FSB, successor by merger to Brunswick Federal Savings Bank, FA, formerly known as First Brunswick Federal Savings and Loan Association, a federally chartered savings bank duly organized and existing by law and having a mailing address of P.O. Box 68, Brunswick, Maine 04011 (the "Grantee"),

Recitals

Grantor granted to Grantee a Mortgage Deed dated July 31, 1995 and recorded at Book 12033, Page 50 in the Cumberland County Registry of Deeds ("Mortgage") and Grantor intends to exchange a portion of the premises subject to the Mortgage with an abutter, 222 Riverside Corp. ("Abutter"), and has requested that Grantee consent to the land swap and has further requested that Grantee release the portion of the premises being conveyed by Grantor to Abutter from the Mortgage.

NOW, THEREFORE, in consideration of the foregoing and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Consent and Partial Release. Grantee consents to the transfer of that portion of the premises particularly described at Schedule A hereto by Grantor to Abutter and releases such portion from lien and conditions of the Mortgage.
2. Supplement to Mortgage. Grantor hereby gives, grants, bargains, sells, conveys and assigns to Grantee, as an addition to the premises conveyed and assigned to Grantee under the Mortgage, and in accordance with the terms and conditions of the Mortgage, the premises conveyed by Abutter to Grantor by deed of near or even date, more particularly described at Schedule B hereto.
3. Confirmation. Grantee confirms and ratifies the Mortgage in accordance with the original terms of each instrument, subject only to the modification in the description of the premises conveyed and assigned thereby as specifically provided herein.



IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and sealed on the date first above written.

WITNESS:

NORTHEAST BANK, FSB

By: [Signature]

Robert Nadeau  
Vice-President

[Signature]  
Sterling Boyington

[Signature]  
Lee J. Harvie

STATE OF MAINE  
CUMBERLAND, ss.

APRIL 29  
~~January 29~~, 1997

Personally appeared the above named Sterling Boyington and <sup>and Lee J. Harvie</sup> acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]  
Attorney at Law/Notary Public

Print Name: SUZANNE J. JOHNSON

My Commission Expires: 2-4-99

STATE OF MAINE  
CUMBERLAND, ss.

January 27, 1997

Personally appeared the above named Robert Nadeau, Vice President of Northeast Bank, FSB, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Northeast Bank, FSB.

Before me,

[Signature]  
Attorney at Law/Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

LENA C. BAGUSHINSKI  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES OCTOBER 23, 2000

## SCHEDULE "A"

A certain lot or parcel of land located near, but not adjacent to, the westerly side of Riverside Street, City of Portland, County of Cumberland, State of Maine, and being more particularly bounded and described as follows:

Starting at a set rebar on a jog in the westerly right-of-way line of Riverside Street, said rebar being the southeasterly corner of lands N/F of Sterling Boyington and Lee J. Harvie as recorded in Book 12033, Page 42, Cumberland County Registry of Deeds (CCRD), which was formerly the Portland Terminal Company;

Thence along a curve to the right being a southerly right-of-way line of Riverside Street and the northerly line of lands N/F of Bounty Realty as described in Book 7056, Page 115, CCRD an arc length of 61.33' feet to a point, said curve has a delta of  $00^{\circ}36'30''$ , radius of 5776.33' feet and a chord of  $N66^{\circ}31'16''W$  61.33' feet;

Thence  $N66^{\circ}13'02''W$  along lands of said Bounty Realty 139.40' feet to a set rebar, said rebar being the TRUE POINT OF BEGINNING;

THENCE  $N66^{\circ}13'02''W$  along lands of said Bounty Realty 190.00' feet to a set rebar, said rebar being the southeasterly corner of lands N/F Portland Terminal Company as recorded in Book 228, Page 387, Book 228, Page 390, and Book 235, Page 537, CCRD;

THENCE  $N23^{\circ}46'58''E$  along lands of said Portland Terminal Company 82.50' feet to a set rebar on the southerly line of lands N/F of 222 Riverside Corp. as recorded in Book 9255, Page 231, CCRD;

THENCE  $S66^{\circ}13'02''E$  along lands of said 222 Riverside Corp. 190.00' feet to a set rebar;

THENCE  $S23^{\circ}46'58''W$  along remaining lands of said Boyington and Harvie 82.50' feet to the POINT OF BEGINNING.

The above parcel contains 15,675 S.F. more or less.

All the above mentioned "set rebar" are set #5 rebars with plastic caps stamped "Des Lauriers PLS 1314".

Meaning and intending to describe a portion of lands conveyed from Portland Terminal Company to Sterling Boyington and Lee J. Harvie as described in Book 12033, Page 42, CCRD.

The basis of bearing for the above described parcel is magnetic north meridian 1989. The above described parcel is shown on a Standard Boundary Survey for Lee Harvie by Des Lauriers & Associates dated July 31, 1996 and revised August 7 and November 25, 1996.

The above described parcel is subject to a 10-foot wide telecommunications easement and other reservations, conditions, covenants and agreements as described in Book 12033, Page 44, CCRD.

## SCHEDULE "B"

A certain lot or parcel of land located on the westerly side of Riverside Street, City of Portland, County of Cumberland, State of Maine, and being more particularly bounded and described as follows:

BEGINNING at a set rebar on the westerly right-of-way line of Riverside Street, said rebar being a southeasterly corner of the remaining lands N/F of 222 Riverside Corp. as recorded in Book 9255, Page 231, Cumberland County Registry of Deeds (CCRD);

THENCE southerly along said Riverside Street and along a curve to the right an arc length of 45.00' feet to a set rebar, said curve has a delta of  $03^{\circ}54'45''$ , radius of 659.00' feet and a chord of S  $16^{\circ}01'56''$ W 44.99' feet. Said rebar is the northeasterly corner of lands N/F of Sterling Boyington and Lee J. Harvie as recorded 12033, Page 42, CCRD, which was formerly the Portland Terminal Company;

THENCE westerly along lands of said Boyington and Harvie and a curve to the right an arc length of 58.15' feet to a point, said curve has a delta of  $00^{\circ}35'07''$ , radius of 5693.83' feet and a chord of N  $66^{\circ}31'16''$ W 58.15' feet;

THENCE N  $66^{\circ}13'02''$ W continuing along lands of said Boyington and Harvie 139.40' feet to a set rebar;

THENCE N  $23^{\circ}46'58''$ E along remaining lands of said 222 Riverside Corp. 15.00' feet to a set rebar;

THENCE S  $75^{\circ}05'08''$ E along remaining lands of said 222 Riverside Corp. 193.80' feet to the POINT OF BEGINNING.

The above parcel contains 5,876 S.F. more or less.

All the above mentioned "set rebar" are set #5 rebars with plastic caps stamped "Des Lauriers PLS 1314".

Meaning and intending to describe a portion of lands N/F of 222 Riverside Corp. as described in Book 9255, Page 231, CCRD.

The basis of bearing for the above described parcel is magnetic north meridian 1989. The above described parcel is shown on a Standard Boundary Survey for Lee Harvie by Des Lauriers & Associates dated July 31, 1996 and revised August 7 and November 25, 1996.

RECEIVED  
RECORDED REGISTRY OF DEEDS

1997 MAY -7 AM 10: 55

CUMBERLAND COUNTY

John B O'Brien



# Key Bank of Maine

A KeyCorp Bank

1106 Brighton Avenue  
Portland, Maine 04101  
(207) 874-7327



August 13, 1997

Lee Harvie  
Sterling Boyington  
Sterling Motors, Inc.  
222 Riverside Street  
Portland, ME 04103

To Whom It May Concern,

Lee Harvie and Sterling Boyington have been doing business with Key Bank under the name of Sterling Motors, Inc. since May 19, 1993. Since that time we have enjoyed a strong business and personal relationship with both individuals.

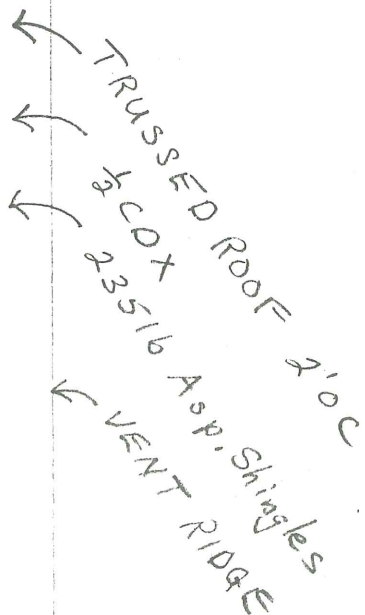
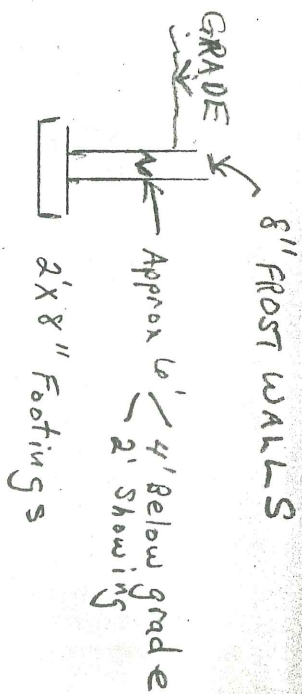
We would seriously consider any application for credit submitted by these individuals.

This letter does not constitute a commitment to lend funds and is not a credit approval.

If I can be of any further assistance, please feel free to call me at 207-874-7328.

Sincerely,

Walter G. McCallister  
KeySales Leader  
Pine Tree Office



30 X 40 GARAGE

R19 CAP  
Insulation

Walls  
2x6 16'x  
T1-11  
R19  
Insulation  
5/8 Drywall

10x10  
GARAGE DOOR  
STEEL

10x10  
GARAGE DOOR  
STEEL

4' Slab





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

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## MEMORANDUM

**TO:** Kandi Talbot, Planner

**FROM:** Jim Wendel, Development Review Coordinator

**DATE:** October 4, 1997

**RE:** Sterling Motors Site Plan  
222 Riverside Street

---

I have reviewed the site and offer the following comments.

1. The buried inlet to the existing 12" concrete culvert should be uncovered and an inlet riprap apron with a sediment trap provided conforming to "Maine Erosion and Sediment Control Handbook for Construction: Best Management Practice" March 1991. A detail for the riprap work is needed.
- ✓ 2. The minimum grade for the new paved area should be 0.75%. Based on the FFE of 70.0 for the building, the slope towards the existing sidewalk would be approximately 1%; This is a much preferred grade. The plan notation of 0.25% is in correct. A grassed shallow swale should be provided from the existing culvert to the existing curb cut. Also a grassed shallow swale should be provided along the left property line. In general, the grading for the front half of the paved area should direct runoff to the existing culvert. The back half of the paved area and the gravel area should drain towards the old railroad bed. The site plan should provide much more detailed proposed grade elevations with contours. How and were will the roof drain?
- ✓ 3. The building location within the lot should be definitively dimensioned from the property line.
4. Some erosion control notes are needed. Particular attention is needed for the existing culvert.
- ✓ 5. The telecommunication easement should be reviewed for compatibility with the proposed work.

Should you have any questions please call.

JN1350.10/disk3/sterling.doc

STERLING MOTORS  
222 RIVERSIDE STREET  
PORTLAND, ME 04109

To: City of Portland  
Attn: Candy Talbot

From: Sterling Boyington

We (Sterling Boyington & Lee Horvitz)  
have installed a manhole for a  
sanitary sewer on Riverside St.

It is our understanding that when  
we installed this, that nobody on our side  
of the street was interested in hooking up &  
if they did at a later date they would  
have to pay us to hook onto it whereas  
we paid for the manhole & installation

Shirley Boyington

**STERLING MOTORS INC.**

322 RIVERSIDE ST.  
PORTLAND, ME. 04103

Phone 207 - 775 - 4090  
Fax 207 - 780 - 1825

November 29, 1997

Ms. Kandice Talbot, Planner  
Planning Department  
City of Portland  
Portland, Me. 04101

Dear Kandice,

This letter is to notify you that when we ( Sterling Boyington & Lee Harvie) installed the manhole cover for our sewer we were compensated by 222 Riverside Corp. We would not expect to be compensated by the city when they decide to hook into the sewer. Please place this letter in your file for future reference.

Sincerely,



Lee Harvie





# ASSOCIATED DESIGN PARTNERS INC.

Office: 207•871•8333  
Fax: 207•871•1480

71 Federal Street • Portland, Maine 04101

December 10, 1997

97111

Ms. Kandice Talbot, Planner  
Planning Department  
City of Portland  
Portland, ME 04101

Dear Kandice:

Associated Design Partners is pleased to submit 7 copies of the attached revised site plan on behalf of Lee Harvey and Sterling Boyington of Sterling Motors. We have revised the site plan per comments of City Planner (Ms. Kandice Talbot).

1. Added 4 proposed trees along northwest property line.
2. Added sewer clean-out at 90 degree intersection of 8" existing sewer line and new proposed 6" service.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

James A. Thibodeau, P.E.  
President

cc: Lee Harvey  
Sterling Boyington





December 9, 1997

Daniel B. Albert  
222 Riverside Corp.  
101 Balfer Drive  
Greenville, SC 29615

Ms. Kandi Talbot  
Dept of Planning & Urban Dev.  
City of Portland  
389 Congress Street  
Portland, ME 04101

Dear Ms. Talbot:

Following is a copy of part of a revised site plan for the Sterling Motors property.

If your office approves of the changes as shown, as well as a change of exterior building finish from T-111 to vinyl siding, then I would be willing to drop the appeal that I filed on November 14th.

It is important that, in order to assure that my property is not adversely affected by drainage from the Sterling Motors property, that inspections are performed prior to paving that verifies that the paved area shown has a minimum 1% grade away from our property, and that the drainage swale has positive flow to the drainage culvert near Riverside Street.

Please let me know if there will be any changes to the revised site plan shown, or if you need anything further from me to drop the appeal. My phone number is 864-244-9030, and my fax number is 864-268-9074.

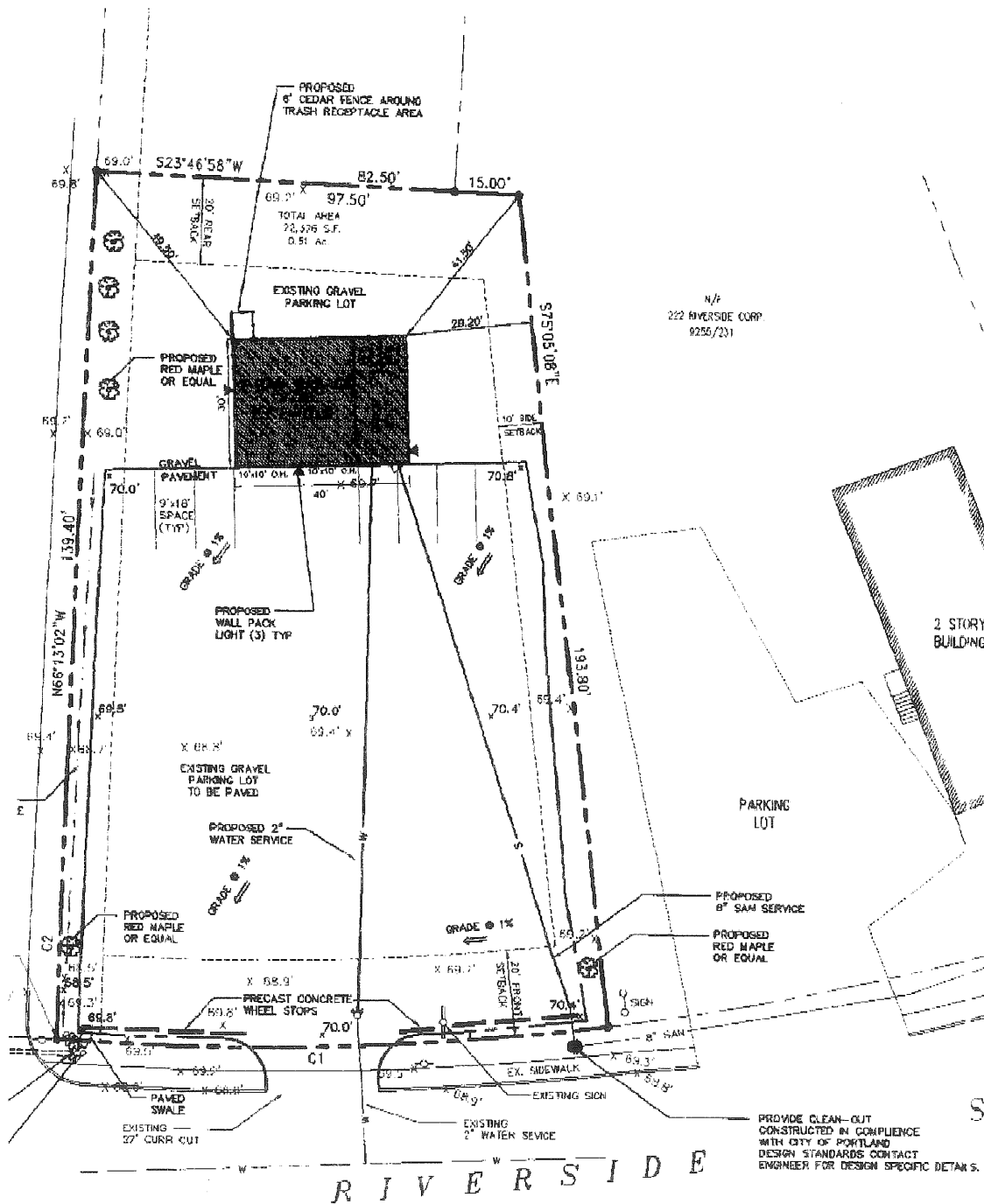
Sincerely,

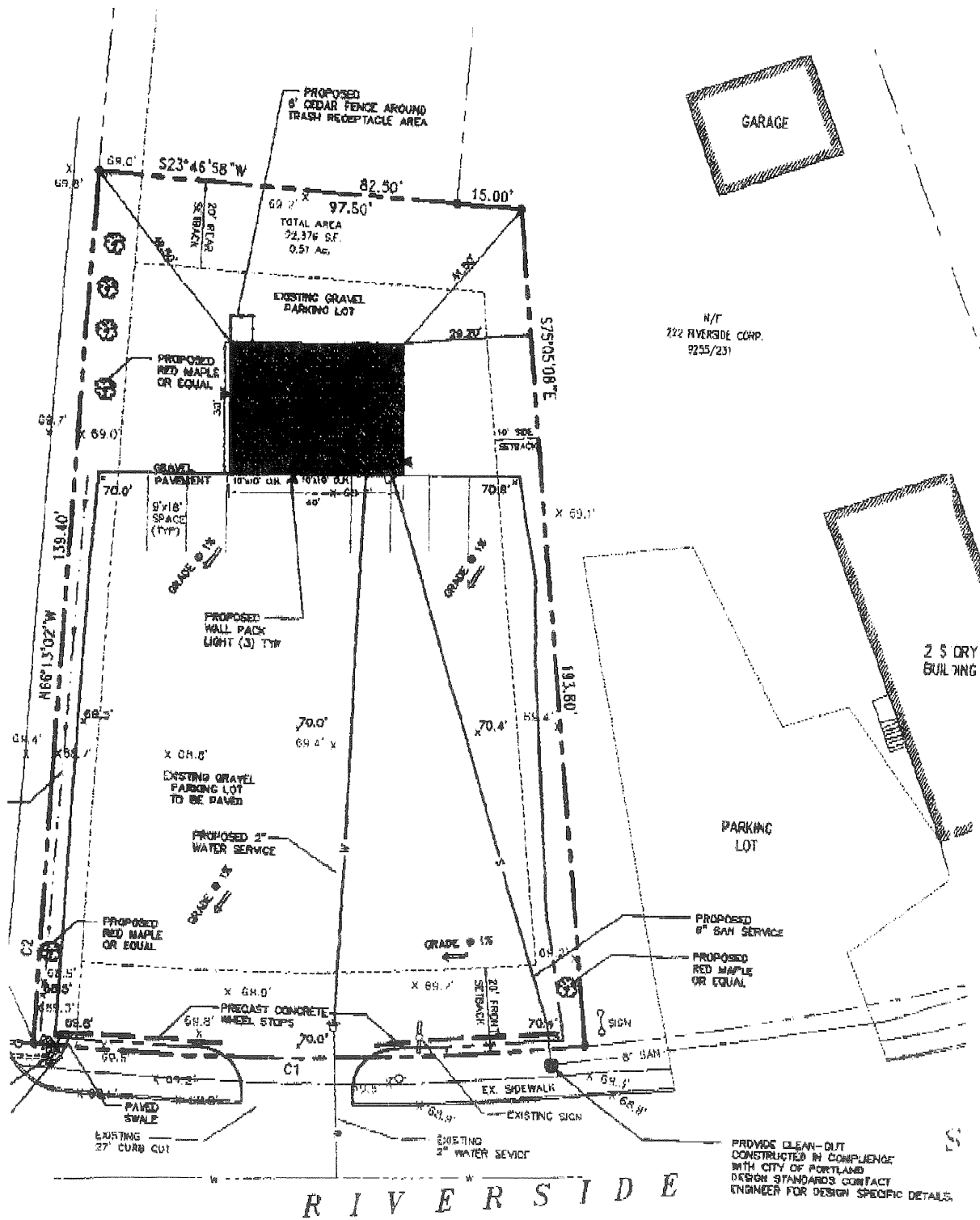


Daniel B. Albert  
President

cc: Lee Harvie, Sterling Motors

Kandi





December 1, 1997

Daniel B. Albert  
222 Riverside Corp.  
101 Balfer Drive  
Greenville, SC 29615

Ms. Kandi Talbot  
Dept of Planning & Urban Dev.  
City of Portland  
389 Congress Street  
Portland, ME 04101

Dear Ms. Talbot:

Following is a copy of part of a revised site plan for the Sterling Motors property.

If your office approves of the changes as shown, as well as a change of exterior building finish from T-111 to vinyl siding, then I would be willing to drop the appeal that I filed on November 14th.

It is important that, in order to assure that my property is not adversely affected by drainage from the Sterling Motors property, that inspections are performed prior to paving that verifies that the paved area shown has a minimum 1% grade away from our property, and that the drainage swale has positive flow to the drainage culvert near Riverside Street.

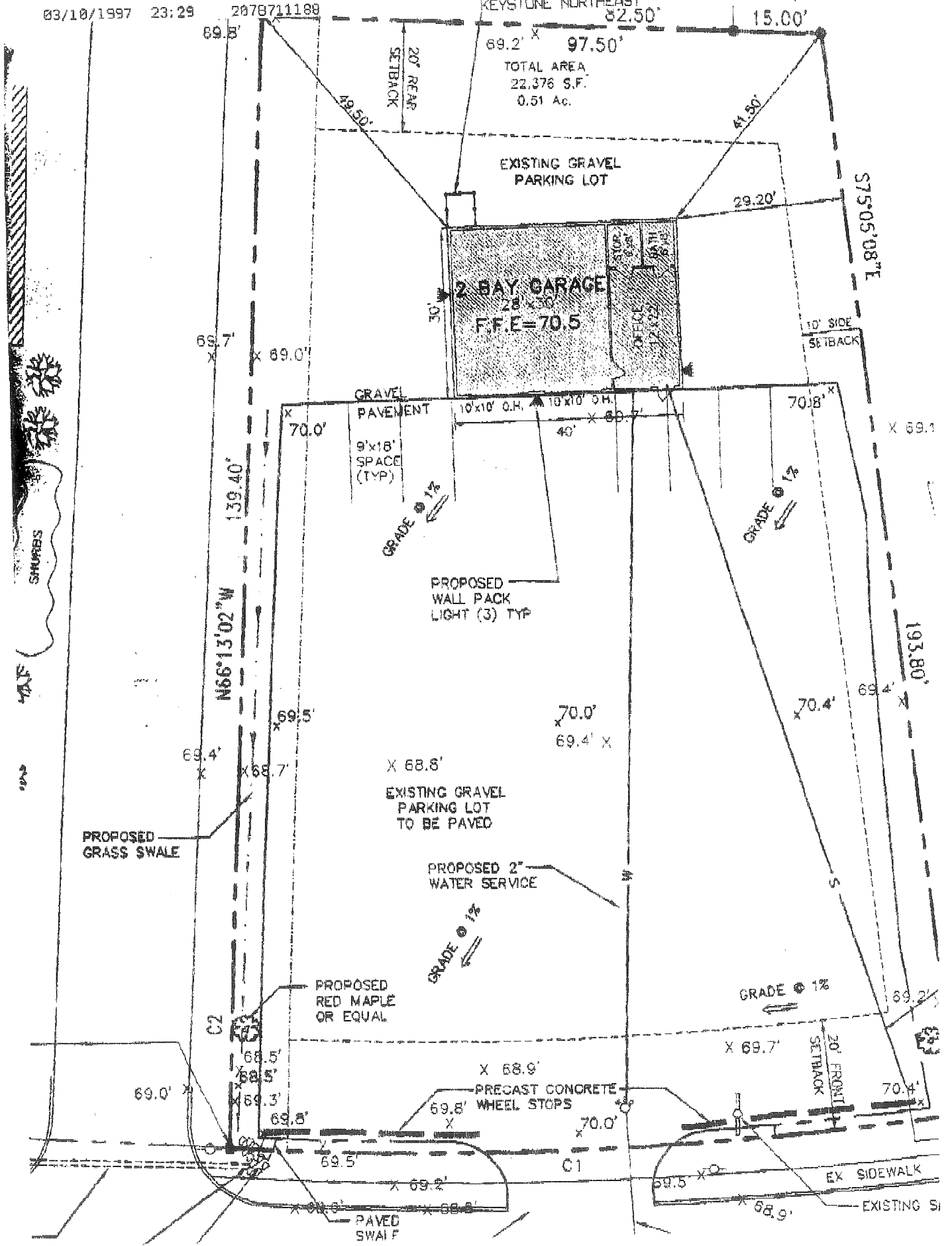
Please let me know if there will be any changes to the revised site plan shown, or if you need anything further from me to drop the appeal. My phone number is 864-244-9030, and my fax number is 864-268-9074.

Sincerely,



Daniel B. Albert  
President

cc: Lee Harvie, Sterling Motors





# ASSOCIATED DESIGN PARTNERS INC.

Office: 207 • 871 • 8333  
Fax: 207 • 871 • 1480

71 Federal Street • Portland, Maine 04101

November 25, 1997

97111

Ms. Kandice Talbot, Planner  
Planning Department  
City of Portland  
Portland, ME 04101

Dear Kandice:

Associated Design Partners is pleased to submit 7 copies of the attached revised site plan on behalf of Lee Harvey and Sterling Boyington of Sterling Motors. We have prepared the revised site plan as requested by the applicant for purposes of accommodating the adjacent property owner, Mr. Dan Albert. We have revised the location of the building and changed the associated drainage pattern slightly to bring all of the drainage forward as opposed to splitting it between a front and rear discharge points as previously shown on the plan. We have also eliminated the landscape buffer of white pine trees, which are not wanted by either of the two property owners. Finally, we have moved the proposed maple trees back away from the road in accordance with the request of both property owners and point out this will provide a reduction in required tree maintenance in and around the existing utility wires and will reduce the amount of obstruction to the existing advertisement sign located near the property line. We have provided a formal request of appeal withdraws signed by the abutter.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

James A. Thibodeau, P.E.  
President

cc: Lee Harvey  
Sterling Boyington  
Dan Albert





**CITY OF PORTLAND**  
**Planning and Urban Development Department**

**MEMORANDUM**

**TO:** Mary Gresik, Permit Secretary  
**FROM:** Kandice Talbot, Planner  
**DATE:** November 17, 1997  
**RE:** 222 Riverside Street, Sterling Motors

There has been an appeal on the minor site plan approval for the Sterling Motors, 222 Riverside Street plan. Until further notice, no permit shall be issued for this site.

If you have any questions, please do not hesitate to contact me at ext. 8901.

cc: Joseph E. Gray, Jr., Director of Planning and Urban Development  
Alexander Jaegerman, Chief Planner

November 14, 1997

Daniel B. Albert  
222 Riverside Corp.  
101 Balfer Drive  
Greenville, SC 29615

Ms. Kandi Talbot  
Dept. of Planning & Urban Dev.  
City of Portland  
389 Congress Street  
Portland, ME 04101

RE: Appeal of site plan of Sterling Motors on Riverside Street

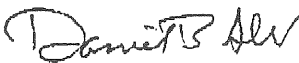
Dear Ms. Talbot:

During our conversation today, you mentioned that the Sterling Motors site plan was approved on October 30th. You mentioned that there is a 10 day appeal period during which anyone can appeal the approval. You mentioned that it was probably reasonable that the 10 day appeal period is 10 business days. With the Veterans Day holiday, this is the 10th business day. I would like to formally appeal the approval of the Sterling Motors site plan for their Riverside Street property that is adjacent to my property located at 222 Riverside Street.

I have a number of concerns, but in order to economize on the time available to me to draft this letter and get it to you, I will mention only one of my major concerns: we will see much greater drainage of water from their property to ours. I have several other concerns that I will be happy to enumerate, but I must wrap this up and get it to you today.

I trust that I am "getting in before the bell" with this appeal. If not, please inform me of my next option because I have some legitimate concerns that I would have raised had I been given the opportunity to comment.

Sincerely,



Daniel B. Albert  
President

139

52-60/112

LEE J. HARVIE 8-95  
STERLING BOYINGTON  
294 FOWLER RD.  
CAPE ELIZABETH, ME 04107-2502

PAY TO THE  
ORDER OF

City of Portland  
Five Hundred Forty Two — \$ 542 —  
DOLLARS



Key Bank of Maine  
Portland, Maine 04112 138

MEMO Insp 242 Insp 300

110112006081 191380003753 139

DUPLICATE

## GENERAL RECEIPT

## CITY OF PORTLAND, MAINE

DEPARTMENT POD DATE 11/12/97  
RECEIVED FROM Sterlington Boyington  
ADDRESS

222 Riverside Street

| UNIT                          | ITEM                                      | REVENUE CODE                   | DOLLAR AMOUNT |
|-------------------------------|---|--------------------------------|---------------|
|                               | Inspection fee                            |                                | 300.00        |
|                               | Engineering fee                           |                                | 242.00        |
|                               | → 192.00-Planning                         |                                |               |
|                               | 50.00-PW                                  |                                |               |
|                               | → 250.00-Planning                         |                                |               |
|                               | 50.00 PW                                  |                                |               |
| <input type="checkbox"/> CASH | <input checked="" type="checkbox"/> CHECK | <input type="checkbox"/> OTHER | TOTAL 542.00  |

139

RECEIVED BY KT

GBF INFORMATION SYSTEMS Box 878 Portland, ME 04104 (207) 774-1482 200747-BP  
Commercial Printing • Business Forms • Advertising Specialties • Labels

CITY OF PORTLAND, MAINE  
ENGINEERING REVIEW FORM

Address of Proposed Site RIVERSIDE ST. Date \_\_\_\_\_  
Project Description NEW BLDG, PAVED LOT Job # \_\_\_\_\_  
Applicant STERLING MOTORS  
Applicant's Mailing Address \_\_\_\_\_

Site Review  
(Planning Department)Right-of-Way Review  
(Public Works Department)

Review Engineer: JIM WENDEL, DELICIA HOFF Review Engineer: Tony Lombardo

✓ Number of Estimated Hours: 4

Number of Estimated Hours: 2

Cost Per Hour: \$ 48.00

Cost Per Hour: \$25.00

Total Amount: \$ 192.00

Total Amount: \$50.00

An engineering fee has been assessed in the amount of \$242.00 for the review of your project located at \_\_\_\_\_.

Please make check payable to the City of Portland. The check should be submitted along with this form to the Portland Planning Department, City of Portland, 4th Floor, 389 Congress Street, Portland, ME 04101. Attn: \_\_\_\_\_

**Office Use Only**

Invoice Date: \_\_\_\_\_

Received: \_\_\_\_\_  
date

Planning Revenue Code: \_\_\_\_\_

Public Works Revenue Code: \_\_\_\_\_

cc: Applicant - white  
Planner - blue  
Engineer - green  
Public Works - yellow  
Financial Officer - pink  
Review/Inspection Fee File - golden



## IRREVOCABLE LETTER OF CREDIT

November 6, 1997

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

Letter of Credit No. NE-113

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account Lee Harvie and Sterling Boyington, 220 Riverside Street, Portland, ME 04101 ("Developer") for a sum or sums not to exceed the aggregate of Three Thousand Seven Hundred Twenty-five and 00/100 Dollars (\$3,725.00) in the name of the City of Portland.

The City may draw on this Letter of Credit by presentation of a sight draft at our offices located at 232 Center Street, Auburn, ME 04210, in the event that the Developer fails to complete by November 6, 1999 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 in the attached Schedule of Costs of Public Improvements or in the event the Developer fails to post the ten percent (10%) Defect Bond or Guarantee referenced below. Said sight draft shall be accompanied by an affidavit executed by the City's Director of Parks and Public Works or Director of Planning and Urban Development stating that said ten percent (10%) defect Bond or guarantee has not been filed with the City stating that the Developer has failed to complete such work and shall specify the line items which have not been completed on said Schedule of Costs of Public Improvements. Partial drawings are permitted, but the combined draws can not exceed the amount of this Letter of Credit.

The Developer will notify the City of Portland for inspections.

This Letter of Credit is not transferable.

All communication relating to this Letter of Credit shall be in writing and addressed to Commercial Loan Department, Northeast Bank, FSB, 232 Center Street, Auburn, ME 04210, Attention: Bob Nadeau, Vice-President.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement, whether referred to herein or otherwise, except only the draft(s) and certificate(s) referred to herein, and any such reference shall not be

Joseph E. Gray, Jr., Director  
Planning and Urban Development  
November 6, 1997  
Page 2

deemed to incorporate by reference any document, instrument or agreement except for such draft(s) and certificate(s).

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision, UCC Publication No. 500 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Maine and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of said State, but without reference to principles of conflicts of laws.

Sincerely,



Bob Nadeau  
Vice-President.

Approved pursuant to §314-525(j) and 14-5014 of the Portland City Code.

Natalie L. Burns 11/10/97  
Associate Corporation Counsel

Joseph E. Gray Jr. 12/30/97  
Director Planning & Urban Development



Department of Planning and Urban Development:  
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 10-29-97

Name of Project: STERLING MOTORS, USED CARS SALES AND GARAGE

Address/Location: 220 RIVERSIDE ST.

Developer: OWNER DEVELOPED

Form of Performance Guarantee: LETTER OF CREDIT FROM BANK

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

TO BE FILLED OUT BY APPLICANT:

| Item   | PUBLIC   |           |          | PRIVATE      |            |             |
|--|----------|-----------|----------|--------------|------------|-------------|
|  | Quantity | Unit Cost | Subtotal | Quantity     | Unit Cost  | Subtotal    |
| STREET SIDEWALK  |          |           |          |              |            |             |
| Road <u>EXISTING</u>   |          |           |          |              |            |             |
| Granite Curbing - <u>CONC. PKING STRS</u>                    |          |           |          |              |            |             |
| Sidewalks <u>EXISTING</u>                                    |          |           |          | <u>8 LF</u>  | <u>75</u>  | <u>600</u>  |
| Esplanades   |          |           |          |              |            |             |
| Monuments  |          |           |          |              |            |             |
| Street Lighting <u>ALREADY EXISTS</u>                        |          |           |          |              |            |             |
| Other  |          |           |          |              |            |             |
| SANITARY SEWER   |          |           |          |              |            |             |
| Manholes   |          |           |          |              |            |             |
| Piping   |          |           |          |              |            |             |
| Connections  |          |           |          | <u>52 LF</u> | <u>25</u>  | <u>1300</u> |
| Other <u>BRICK INVERT</u>                                    |          |           |          | <u>1 LS</u>  | <u>150</u> | <u>150</u>  |
|  |          |           |          |              | <u>150</u> | <u>150</u>  |
| STORM DRAINAGE   |          |           |          |              |            |             |
| Manholes   |          |           |          |              |            |             |
| Catchbasins  |          |           |          |              |            |             |
| Piping   |          |           |          |              |            |             |
| Detention Basin (SED. TRAP)                                  |          |           |          |              |            |             |
| Other  |          |           |          | <u>1 LS</u>  | <u>350</u> | <u>350</u>  |
| SITE LIGHTING <u>EXISTS, WALL FIXES ARE PART OF BUILDING</u> |          |           |          | <u>NA</u>    |            |             |
| EROSION CONTROL  |          |           |          | <u>11 LS</u> | <u>500</u> | <u>500</u>  |
| RECREATION AND OPEN SPACE AMENITIES                          |          |           |          |              |            |             |

|  | PUBLIC            |                   |                   | PRIVATE           |                   |                   |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|  | <u>Quantity</u>   | <u>Unit Cost</u>  | <u>Subtotal</u>   | <u>Quantity</u>   | <u>Unit Cost</u>  | <u>Subtotal</u>   |
| LANDSCAPING Attach<br>breakdown of plant materials,<br>quantities, and unit costs: | <u>          </u> | <u>          </u> | <u>          </u> | <u>1</u>          | <u>675</u>        | <u>675</u>        |
| MISCELLANEOUS  | <u>          </u> | <u>          </u> | <u>          </u> | <u>          </u> | <u>          </u> | <u>          </u> |
| TOTAL:   | <u>          </u> | <u>          </u> | <u>          </u> | <u>3725</u>       | <u>          </u> | <u>          </u> |
| GRAND TOTAL  | <u>          </u> | <u>          </u> | <u>          </u> | <u>3725</u>       | <u>          </u> | <u>          </u> |

## INSPECTION FEE (to be filled out by City)

|                            | <u>PUBLIC</u>     | <u>PRIVATE</u>    | <u>TOTAL</u>      |
|----------------------------|-------------------|-------------------|-------------------|
| A: 1.7% of totals:         | <u>          </u> | <u>          </u> | <u>\$63.33</u>    |
| or                         |                   |                   |                   |
| B: Alternative Assessment: | <u>          </u> | <u>          </u> | <u>          </u> |
| Assessed by:               | <u>          </u> | <u>          </u> | <u>          </u> |
|                            | (name)            | (name)            |                   |



## CITY OF PORTLAND

October 6, 1997

Mr. Stephen Rainsford  
13 Poplar Ridge Road  
Falmouth, ME 04105

Re: 222 Riverside Street, Sterling Motors

Dear Mr. Rainsford:

A review of the site plan for 222 Riverside Street has been done. The following issues shall be addressed:

- Two city approved street trees shall be planted along Riverside Street and shall be shown on the plan.
- A wood guardrail shall be installed along the existing sidewalk to keep the cars away from the sidewalk along Riverside Street.
- The site plan has a loam and seed note, but it is unclear where loam and seed will be planted. This should be shown on the plan.
- The buried inlet to the existing 12" concrete culvert should be uncovered and an inlet riprap apron with a sediment trap provided conforming to "Maine Erosion and Sediment Control Handbook for Construction: Best Management Practice" March 1991. A detail for the riprap work is needed.
- The minimum grade for the new paved area should be 0.75%. Based on the FFE of 70.0 for the building, the slope towards the existing sidewalk would be approximately 1%. This is a much preferred grade. The plan notation of 0.25% is incorrect. A grassed shallow swale should be provided from the existing culvert to the existing curb cut. Also a grassed shallow swale should be provided along the left property line. In general, the grading for the front half of the paved area should direct runoff to the existing culvert. The back half of the paved area and the gravel area should drain towards the old railroad bed. The site plan should provide much more detailed proposed grade elevations with contours. How and where will the roof drain?
- The building location within the lot should be definitely dimensioned from the property line.

- Some erosion control notes are needed. Particular attention is needed for the existing culvert.
- The telecommunication easement should be submitted.

If you have any questions, please contact me.

Sincerely,



Kandice Talbot  
Planner

## CITY OF PORTLAND

August 22, 1997

Mr. Stephen Rainsford  
13 Poplar Ridge Road  
Falmouth, ME 04105

RE: 222 Riverside Street, Sterling Motors

Dear Mr. Rainsford:

Just wanted to follow-up on the meeting this morning regarding the site plan for Sterling Motors at 222 Riverside Street. The following items should be added to the site plan:

- Location of watercourses, culverts, catch basins or other means of channeling surface water within the development.
- Location of on-site solid waste receptacles, public utilities, water and sewer mains, culverts, drains, existing and proposed; showing size and direction of flows.
- Location and dimensions of on-site pedestrian and vehicular accesses, parking areas, loading and unloading facilities, designs of ingress and egress of vehicles to and from the site onto public treets, and curb and sidewalk lines.
- Location and dimension of all fencing and screening, if any.
- Location of any proposed outdoor lighting.
- Location of fire hydrants.
- Landscape plan showing location, type, quantity and approximate size of plantings.
- Location and details of all temporary and permanent erosion and sedimentation control measures.
- In talking with Alex Jaegerman, it was decided that the lot should be paved back to the west side of the building. This can be a condition of approval with a completion date of late spring of 1998. This should also be added to the plan with paving details.

O:\PLAN\DEVRE\VWRIVER222\LETTERS\RAINS8-2.WPD

Department of Planning & Development  
Lee D. Urban, Director



**CITY OF PORTLAND**

**Division Directors**  
Mark B. Adelson  
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP  
Planning

John N. Lufkin  
Economic Development

**TO:** Duane Kline, Finance Department  
**FROM:** Alexander Jaegerman, Planning Division Director  
**DATE:** October 18, 2002  
**SUBJECT:** Request for Release of Performance Guarantee  
Gravel Storage Area; 222 Riverside Street  
(ID# 2001-0020) (CBL# 316-B-004)  
(222 Riverside Corp.)

Please release the letter of credit account #66832 for the gravel storage area at 222 Riverside Street.

Current Balance                      \$ 5,000.00

Approved:

  
Alexander Jaegerman  
Planning Division Director

cc: Sarah Hopkins, Development Review Services Manager  
✓ Jay Reynolds, Development Review Coordinator  
Todd Merkle, Public Works  
Code Enforcement  
File

O:\PLAN\CORRESP\DRCP\PERFORM\222RIVERSIDE1.DOC



CITY OF PORTLAND

February 26, 1992

Daniel Albert  
Madawaska Brick and Block  
222 Riverside Street  
Portland, ME

RE: Building Addition

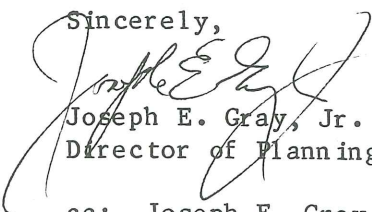
Dear Mr. Albert

On February 21, 1992 the Portland Planning Authority granted minor site plan approval for the proposed building addition located at 222 Riverside Street.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval. 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. Any request to extend site plan approval must be received in written form, prior to original site plan approval expiration.

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

Sincerely,

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

cc: Joseph E. Gray, Jr., Director of Planning and Urban Development  
Alexander Jaegerman, Chief Planner  
Sarah Greene, Senior Planner  
Melodie Esterberg, Development Review Coordinator  
P. Samuel Hoffses, Chief of Building Inspections  
William Giroux, Zoning Administrator  
George Flaherty, Director of Parks and Public Works  
William Bray, Traffic Engineer  
Jeff Tarling, City Arborist  
Natalie Burns, Associate Corporation Counsel  
Lt. Wallace Garroway, Fire Prevention  
Paul Niehoff, Materials Engineer  
Approval Letter File



Inspection Services  
Samuel P. Hoffses  
Chief



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

## CITY OF PORTLAND

March 3, 1992

RE: 222 Riverside St. (Madawaska Brick)

222 Riverside Corp.  
Box 305  
Westbrook, ME 04092

Dear Sir:

Your application to construct addition (showroom) 20' X 32', has been reviewed and a permit is herewith issued subject to the following requirements:

**No certificate of occupancy can be issued until all requirements of this letter are met.**

### Site Plan Review Requirements

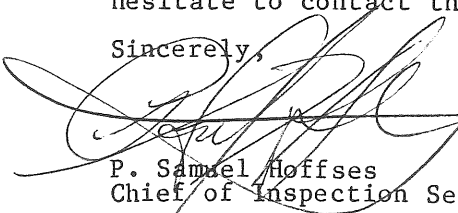
Inspection Services Approved 2-25-92 W. Giroux  
Planning Division Approved 2-21-92 S. Greene  
Fire Department "A" Hydrant must be within 500' as measured along the path of travel for Fire Dept. apparatus.  
Public Works Approved Esterberg

### Building & Fire Code Requirements

1. The stairs from the proposed addition to the second floor must be a protected enclosure including self closing 1 hour fire doors at the top and bottom Ref. N.F.P.A. 101 Life Safety Code Section 27-3.1.
2. Stair rails and guards shall be in accordance with Section 5-2.2.4.
3. The existing stairs that discharge to the exterior must be a protected 1 hour rated enclosure Re: Section 27-3.1.
4. The door from the hallway to the room marked "Storage" on the second floor must be marked as an exit door and not be lockable.
5. All doors through the 2 story wall separating the business use area from the storage area on the 1st floor shall be 1 hour rated self closing fire doors. The door on the 2nd floor level must be properly secured and marked "NO EXIT" in accordance with Section 5-10.4.2 and also marked "SHAFTWAY" in red letters at least 6" high in accordance with Section 28-15 of the Fire Prevention Code.
6. Interior finishes shall be in accordance with Section 27-3.3 of N.F.P.A. 101.
7. Portable fire extinguishers shall be provided in accordance with N.F.P.A. #10.

If you have any questions regarding these requirements, please do not hesitate to contact this office.

Sincerely,



P. Samuel Hoffses  
Chief of Inspection Services

/el

cc: M. Esterberg, Planning ✓  
William Giroux, Zoning Administrator  
LT. Wallace Garroway, Fire Prevention Bureau  
S. Greene, Planning

# Madawaska

## HARDSCAPE PRODUCTS

### Fax

To: Kandice TalbotFrom: John JacquesCompany: City of PortlandPages: 3Fax: 207-756-8258Date: 7/11/01Subject: 222 Riverside St.

CC:

☐ Urgent☒ For Review☐ Please Comment☒ Please Reply

## Comments:

Please find attached a fence detail and price quote for fencing for our project @ 222 Riverside Street for 222 Riverside Corp. A letter of credit from Peoples Heritage Bank should follow shortly. Please call with any questions. We are planning to commence construction shortly. Thank-you for your prompt attention to this matter.

*John Jacques*

cc: Dan Albert

222 Riverside Street, Portland, ME 04103

Voice: 207-871-1185

Fax: 207-871-1188

# ALLENFARM FENCE COMPANY INC

1627 UNION STREET  
BANGOR, ME 04401

**942-8758**

941-1090 FAX

*MAOANASIA HARD SCAPES*

TO: JOHN JAKUES-~~XXXXXXXXXX~~ FAX: 871-1188

FROM: RALPH ALLEN

RE: FENCE QUOTE

ATTACHED IS THE QUOTE YOU REQUESTED

6' CHAINLINK FENCE WITH 3 STRANDS BARB WIRE- HEAVY POSTS-9GA FABRIC-  
483' INSTALLATION

REUSE APPROX 120' OF EXISTING C1-- 400' NEW  
PER YOUR DRAWING

SLATS FOR FENCE \$45.00 PER 10 FEET OF FENCE MATERIALS ONLY - YOU INSTALL

PRICE \$4949.75 (PRICE DOES NOT INCLUDE SLATS)

ANY QUESTIONS OR COMMENTS PLEASE CALL US.

Peoples Heritage Bank, N.A.

One Portland Square

P.O. Box 9540

Portland, ME 04112-9540

800-462-3666

Tel: 207-761-8500

JUL 30 2001

SITE PLAN /SUBDIVISION  
PERFORMANCE GUARANTEE  
LETTER OF CREDIT  
#66832



July 12, 2001

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

RE: Application of 222 Riverside Corp. for Improvements to 222 Riverside Street,  
Portland, Maine

Dear Mr. Gray:

Peoples Heritage Bank, N.A. hereby issues its Irrevocable Letter of Credit for the account of 222 Riverside Corp., as developer, (hereinafter referred to as "Developer"), in the name of the City of Portland, in the aggregate amount of \$5,000.00. These funds represent the estimated cost of installing site improvements as approved on March 14, 2001 and as required under Portland Code of Ordinances Chapter 14 §§499, 49.5, 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 performance guarantee for the above referenced development.

The City, through its Director of Planning and Urban Development and in his sole discretion, may draw upon this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at peoples Heritage Bank, N.A. offices located at One Portland Square, Portland, Maine stating that:

1. The Developer has failed to satisfactorily complete by April 15, 2002 the work on the improvements contained within the approval letter dated March 14, 2001; or
2. The Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or

Letter of Credit #66832  
222 Riverside Corp.  
July 12, 2001

3. The Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or
4. The Developer has failed to notify the City for inspections.

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

After all underground work has been completed and inspected to the satisfaction of the Department of Public Works and Planning, 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 its Director of Finance as provided in Chapter 14 §501 of the Portland Code of Ordinances, may authorize Peoples Heritage Bank, by written certification, to reduce the available amount of the Letter of Credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one year each from the current expiration date hereof, or any future expiration date, unless within sixty (60) days prior to any expiration, Peoples Heritage Bank, N.A. notifies the City by certified mail (restricted delivery to Duane Kline, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that Peoples Heritage Bank, N.A. elects not to consider the Letter of Credit renewed for any additional period.

In the event of such notice, the City, in its sole discretion, 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, at Peoples Heritage Bank, N.A. offices located at One Portland Square, Portland, Maine stating that:

1. this drawing results from notification that Peoples Heritage Bank, N.A. has elected not to renew its Letter of Credit #66832; or
2. the Developer has failed to satisfactorily complete by April 15, 2002 the work on the improvements contained within the approval letter dated March 14, 2001; or
3. the developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or

Letter of Credit #66832  
222 Riverside Corp.  
July 12, 2001

4. The Developer has failed to post the ten percent (10%) Defect Guarantee required by Portland Code of Ordinances Chapter 14 §§501 and 525; or
5. The Developer has failed to notify the City for inspections.

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

1. Peoples Heritage Bank, N.A.'s receipt of written notification from the City of Portland that said work contained within the approval letter and as required by Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 has been completed in accordance with the City of Portland's specifications and Peoples Heritage Bank, N.A.'s Letter of Credit # 66832 may be cancelled; or
2. the expiration date of April 15, 2002 or any automatically extended date as specified herein.

Sincerely,


Peoples Heritage Bank, N.A.

By:   
Frederick G. Proctor  
Vice President

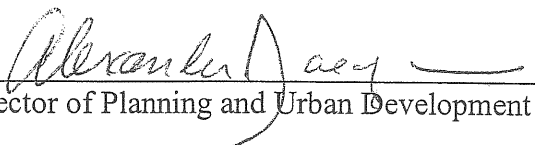
Date: July 12, 2001

Seen and Agreed to:

222 Riverside Corp.

By:   
Daniel B. Albert

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

By:   
Director of Planning and Urban Development

Date: 7/27/01

Letter of Credit #66832  
222 Riverside Corp.  
July 12, 2001

By: \_\_\_\_\_  
Director of Finance

Date: \_\_\_\_\_

By: Penny Hittell  
Corporation Counsel

Date: 7/27/01

FGP/ehy

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**Corporation Counsel**

Gary C. Wood



**CITY OF PORTLAND**

**Associate Counsel**

Charles A. Lane  
Elizabeth L. Boynton  
Donna M. Katsiaficas  
Penny Littell

January 31, 2002

Paul Peck, Esq.  
Drummond and Drummond  
One Monument Way  
Portland, ME 04101-4078

Dear Paul:

I have had the opportunity to check with various members of the City staff, including David Peterson, regarding the ownership status of the sewer manhole servicing Sterling Motors. Based on all the information possessed by the City, we consider the sewer manhole to be privately owned by Sterling Motors and/or Sterling Boynton. We also believe that the manhole is located within the City right of way. Therefore, any controversy regarding the rights of Wick's Lumber to tie into and use that private structure must be settled between the private parties.

I trust this information will be of assistance to you. Please feel free to contact me should you have any further questions.

Sincerely,

Penny Littell  
Associate Corporation Counsel

PL:hs

Cc: Anthony Lombardo  
David Peterson  
Kandi Talbot

O:\OFFICE\PENNY\LTRS\2002\Peck013102.doc

Note to File

RE: Telephone conversation with Tony Lombardo, Project Engineer, regarding sewer manhole within Riverside Street in the vicinity of Wickes Lumber on January 9, 2002

When Home Depot was constructed, the City installed a sewer stub near Wickes Lumber for anyone who wished to connect into the sewer. This was done with the understanding that whoever decided to connect to the sewer would have to construct a manhole to connect to the stub and the City would not accept the manhole. Sterling Boyington, Sterling Motors, 222 Riverside Street installed a sewer manhole anyone wishing to connect into this manhole would need to discuss with Sterling Boyington.

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

19970056

I. D. Number

**Rainsford, Stephen B.**

Applicant

**13 Poplar Ridge Rd, Falmouth, ME 04105**

Applicant's Mailing Address

**Steve Rainsford**

Consultant/Agent

**797-0767**

Applicant or Agent Daytime Telephone, Fax

**08/13/1997**

Application Date

**Sterling Motor Sales**

Project Name/Description

**222 - 222 Riverside St**

Address of Proposed Site

**267 A018**

Assessor's Reference: Chart-Block-Lot

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

**1,200 Sq Ft**

Proposed Building square Feet or # of Units

**32,175 Sq Ft**

Acreage of Site

**B-4**

Zoning

**Check Review Required:**

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

Fees Paid: Site Plan **\$300.00** Subdivisio Engineer Review **\$242.00** Date **11/12/1997**

**Planning Approval Status:**

Reviewer **Kandice Talbot**

☒ Approved ☐ Approved w/Conditions See Attached ☐ Denied

Approval Date **10/30/1997** Approval Expiration **10/30/1998** Extension to ☐ Additional Sheets Attached

☒ OK to Issue Building Permi **Kandice Talbot** **11/12/1997**  
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 | <b>11/12/1997</b><br>date | <b>\$3,725.00</b><br>amount                        | <b>11/06/1999</b><br>expiration date |
| <input checked="" type="checkbox"/> Inspection Fee Paid            | <b>11/12/1997</b><br>date | <b>\$300.00</b><br>amount                          |                                      |
| <input checked="" type="checkbox"/> Building Permit Issue          | <b>12/17/1997</b><br>date |  |                                      |
| <input type="checkbox"/> Performance Guarantee Reduced             | <br>date                  | <br>remaining balance                              | <br>signature                        |
| <input type="checkbox"/> Temporary Certificate of Occupancy        | <br>date                  | <input type="checkbox"/> Conditions (See Attached) | <br>expiration date                  |
| <input type="checkbox"/> Final Inspection                          | <br>date                  | <br>signature                                      |                                      |
| <input type="checkbox"/> Certificate Of Occupancy                  | <br>date                  |  |                                      |
| <input type="checkbox"/> Performance Guarantee Released            | <br>date                  | <br>signature                                      |                                      |
| <input type="checkbox"/> Defect Guarantee Submitted                | <br>submitted date        | <br>amount   | <br>expiration date                  |
| <input type="checkbox"/> Defect Guarantee Released                 | <br>date                  | <br>signature                                      |                                      |

CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
D.R.C. Copy

19970056  
I. D. Number

**Rainsford, Stephen B.**

Applicant

**13 Poplar Ridge Rd, Falmouth, ME 04105**

Applicant's Mailing Address

**Steve Rainsford**

Consultant/Agent

**797-0767**

Applicant or Agent Daytime Telephone, Fax

**08/13/1997**

Application Date

**Sterling Motor Sales**

Project Name/Description

**222 - 222 Riverside St**

Address of Proposed Site

**267 A018**

Assessor's Reference: Chart-Block-Lot

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

**1,200 Sq Ft**

**32,175 Sq Ft**

**B-4**

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

**Check Review Required:**

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

Fees Paid: Site Plan **\$300.00** Subdivision Engineer Review **\$242.00** Date: **11/12/1997**

**DRC Approval Status:**

Reviewer **Jim Wendel**

☒ Approved ☐ Approved w/Conditions see attache ☐ Denied

Approval Date **10/30/1997** Approval Expiration **10/30/1998** Extension to ☐ Additional Sheets Attached  
☒ Condition Compliance **Jim Wendel** **11/12/1997**  
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 | <b>11/12/1997</b><br>date | <b>\$3,725.00</b><br>amount                        | <b>11/06/1999</b><br>expiration date |
| <input checked="" type="checkbox"/> Inspection Fee Paid            | <b>11/12/1997</b><br>date | <b>\$300.00</b><br>amount                          |                                      |
| <input checked="" type="checkbox"/> Building Permit                | <b>12/17/1997</b><br>date |  |                                      |
| <input type="checkbox"/> Performance Guarantee Reduced             | <br>date                  | remaining balance                                  | signature                            |
| <input type="checkbox"/> Temporary Certificate Of Occupancy        | <br>date                  | <input type="checkbox"/> Conditions (See Attached) | expiration date                      |
| <input type="checkbox"/> Final Inspection                          | <br>date                  | signature  |                                      |
| <input type="checkbox"/> Certificate Of Occupancy                  | <br>date                  |  |                                      |
| <input type="checkbox"/> Performance Guarantee Released            | <br>date                  | signature  |                                      |
| <input type="checkbox"/> Defect Guarantee Submitted                | <br>submitted date        | amount   | expiration date                      |
| <input type="checkbox"/> Defect Guarantee Released                 | <br>date                  | signature  |                                      |

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

**19970056**

I. D. Number

**Rainsford, Stephen B.**

Applicant

**13 Poplar Ridge Rd, Falmouth, ME 04105**

Applicant's Mailing Address

**Steve Rainsford**

Consultant/Agent

**797-0767**

Applicant or Agent Daytime Telephone, Fax

**08/13/1997**

Application Date

**Sterling Motor Sales**

Project Name/Description

**222 - 222 Riverside St**

Address of Proposed Site

**267 A018**

Assessor's Reference: Chart-Block-Lot

---

**DRC Conditions of Approval**

---

**Planning Conditions of Approval**

---

**Inspections Conditions of Approval**

1. Separate permits shall be required for signage.

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**Fire Conditions of Approval**

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

20010020

I. D. Number

**Riverside Corporation**

Applicant

**22 Riverside Street, Portland, ME**

Applicant's Mailing Address

**Associate Design Partners**

Consultant/Agent

**878-1751** **878-1788**

Applicant or Agent Daytime Telephone, Fax

**2/20/01**

Application Date

**33,000 sf gravel storage area**

Project Name/Description

**222 - 222 Riverside St, Portland, Maine**

Address of Proposed Site

**316-B-004/267-A-004**

Assessor's Reference: Chart-Block-Lot

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

Proposed Building square Feet or # of Units **33,000 sf** Acreage of Site **B4** Zoning

**Check Review Required:**

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

Fees Paid: Site Plan **\$400.00** Subdivision Engineer Review Date **2/20/01**

**Planning Approval Status:**

Reviewer

☐ Approved ☐ Approved w/Conditions See Attached ☐ Denied

Approval Date Approval Expiration Extension to ☐ Additional Sheets Attached  
☐ OK to Issue Building Permi signature date

**Performance Guarantee**

☐ Required\*

☐ Not Required

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

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

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

**Riverside Corp**

Applicant

**22 Riverside Street, Portland, ME**

Applicant's Mailing Address

**Associate Design Partners**

Consultant/Agent

**Agent Ph: (207) 878-1751**

**Agent Fax: 2078781788**

Applicant or Agent Daytime Telephone, Fax

**2001-0020**

Application I. D. Number

**02/20/2001**

Application Date

**33,000 sf gravel storage area**

Project Name/Description

**222 - 222 Riverside St, Portland, Maine**

Address of Proposed Site

**316 B004001**

Assessor's Reference: Chart-Block-Lot

**Approval Conditions of Planning**

- 1 The fencing on the southerly side of the property, abutting the Bounty Realty property, shall be screened by a solid fence at least five (5) feet in height. Catalogue cuts of the fencing must be submitted to Planning Staff.



**From:** Kandi Talbot  
**To:** Jay Reynolds  
**Date:** Mon, Sep 30, 2002 1:37 PM  
**Subject:** 222 Riverside Street

We reviewed a gravel storage area and required that they slat the fencing. They are requesting a release of their letter of credit. The person I got the call from was Jim Wingate 864-244-9030 if you have any questions. Thanks.

Kandi



## CITY OF PORTLAND

March 14, 2001

Mr. John Jakes  
Riverside Corp.  
222 Riverside Street  
Portland, ME 04103

RE: Storage Area, 222 Riverside Street  
ID# 2001-0020, CBL# 316-B-004

Dear Mr. Jakes:

On March 14, 2001, the Portland Planning Authority granted minor site plan approval for a 33,000 sq. ft. storage area located at 222 Riverside Street with the following condition:

1. The fencing on the southerly side of the property, abutting the Bounty Realty property, shall be screened by a solid fence at least five (5) feet in height. Catalogue cuts of the fencing must be submitted to Planning Staff.

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

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

1. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. A one year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
2. A performance guarantee in a form acceptable to the City of Portland and an inspection fee equal to 2.0% of the performance guarantee will have to be posted before beginning any site construction or issuance of a building permit.
3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.



**ASSOCIATED DESIGN  
PARTNERS INC.**

80 Leighton Road, Falmouth, Maine 04105

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**F A X M E M O**

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**DATE:** February 27, 2001

**TO:** KANDI TALBOT

**FAX:** 756-8258

**FROM:** JIM THIBODEAU

**PHONE:** (207) 878-1751  
**FAX:** (207) 878-1788

**RE:** 222 RIVERSIDE STREET MINOR SITE PLAN REVIEW

Number of pages including cover sheet 10

***Message***

---

Should you have any questions please call.



Office: 207.878.1751  
Fax: 207.878.1788  
e-mail: tibs@javanet.com

80 Leighton Road • Falmouth, Maine 04105

February 12, 2001

00222

Planning Department  
C/o Inspections, Rm. 315  
City of Portland  
389 Congress Street  
Portland, ME. 04101

RE: 222 Riverside Street Minor Site Plan Review

Dear Planning Dept:

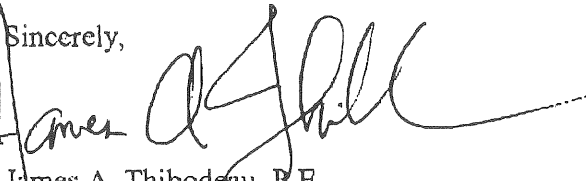
In accordance with note number 2 of the Site Review Pre-Application of the City of Portland, Associated Design Partners has attached nine copies of the existing conditions site plan with proposed improvements on behalf of 222 Riverside Corporation. This plan has been revised from the current drawing to show the addition of the newly acquired land at the rear of 222 Riverside Street. We have included existing and proposed cross sections of this parcel. This land was previously used as a developed railroad ROW with bed, ties, and tracks. The ties and tracks have been donated to, and removed by, volunteers from the Maine Narrow Gauge Railroad. The old railroad bed will be regraded flat and supplemented with new gravel base to allow for storage of concrete masonry brick and landscape products.

Drainage patterns will not be significantly altered by the proposed improvements. The existing ditch located between Wickes and 222 RC will remain in service as is. No significant increase in the rate of runoff is anticipated.

The entire site plan has been drawn in Auto Cadd 2000 and thus all points can be identified with coordinates at any time. We have utilized and designed this site plan in conjunction with the previously approved Wickes Lumber Company site. The adjacent used car lot site plans were also referenced to develop the current site survey control used on the updated plan.

Your questions and comments regarding this application are welcome.

Sincerely,



James A. Thibodeau, P.E.  
President

Cc: 222 Riverside Corporation

02/13/2001 15:27  
02/13/2001 15:58207-871-1188  
1-864-268-9074KEYSTONE NORTHEAST  
KEYSTONE NORTHEASTPAGE 01  
PAGE 01

0028019

BK 15500PG281

**RELEASE DEED**

**PORTLAND TERMINAL COMPANY**, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Forty Nine Thousand Five Hundred and no/100 (\$49,500.00) Dollars paid to it by **222 RIVERSIDE CORP.**, with a mailing address of 101 Balfer Drive, Greenville, South Carolina, 29615 (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Portland, County of York, (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A  
PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work. Such Telecommunications Easement is limited to the area ten (ten) feet from the Southerly boundry line of the premises.

MAINE REAL ESTATE TAX PAID

02/13/2001 16:27 207-871-1188

KEYSTONE NORTHEAST



PAGE 02

02/13/2001 15:58 1-864-268-9074

KEYSTONE NORTHEAST

PAGE 02

BK15500PG282

3. ~~The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.~~ 
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~ 
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waive, give up and renounce any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

02/13/2001 16:27 207-871-1188

KEYSTONE NORTHEAST

PAGE 03  
PAGE 03

02/13/2001 15:58 1-864-268-9074

KEYSTONE NORTHEAST

BK 15500 PG 283

7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~ Dw
8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~ Dw
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~ Dw
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~ Dw
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **PORTLAND TERMINAL COMPANY**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.



02/13/2001 16:27 207-871-1188  
02/13/2001 15:58 1-864-268-9874


KEYSTONE NORTHEAST  
KEYSTONE NORTHEAST

PAGE .04

BK 15500PG284

IN WITNESS WHEREOF, the said **PORTLAND TERMINAL COMPANY** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 6<sup>th</sup> day of May, 2000.


**GRANTOR:**  
**PORTLAND TERMINAL COMPANY**


  
Witness

By:   
David A. Fink, Chief Executive Officer

SEAL

**GRANTEE:**  
**222 RIVERSIDE CORP.**

  
Witness

By:   
Daniel B. Albert, President

02/13/2001 16:27 207-871-1188

KEYSTONE NORTHEAST  
KEYSTONE NORTHEASTPAGE 05  
PAGE 05

02/13/2001 15:58 1-864-268-9074


BK 1550UPG285

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

16 May, 2000

Then personally appeared the above-named David A. Fink, the Chief Executive Officer of the **PORTLAND TERMINAL COMPANY** and acknowledged the foregoing release deed to be his free act and deed and the free act and deed of said **PORTLAND TERMINAL COMPANY**, before me.

  
Notary Public  
My Commission Expires: 12/03/04

SEAL

STATE OF ~~MAINE~~ South Carolina


Greenville, S.C.

May 26, 2000

Daniel B. Albert

President

Then personally appeared ~~David A. Fink~~ the ~~President~~ of 222 **RIVERSIDE CORP.**, and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of **222 RIVERSIDE CORP.**, before me.

  
Notary Public:  
My Commission Expires: 5-12-05

SEAL

02/13/2001 16:27 207-871-1188

02/13/2001 15:58 1-864-260-9074

KEYSTONE NORTHEAST  
KEYSTONE NORTHEAST

PAGE 06

BK T5500PG286

## EXHIBIT "A"

PORTLAND TERMINAL COMPANY  
TO  
222 RIVERSIDE CORP  
SALE OF LAND IN PORTLAND, MAINE

RECEIVED  
RECORDED REGISTRY OF DEEDS

2000 MAY 31 AM 11:46

CUMBERLAND COUNTY

John B. O'Brien

A certain lot or parcel of land situated westerly of but not adjacent to Riverside Street in Portland, County of Cumberland and State of Maine and being more particularly bounded and described as follows:

Commencing at a found no. 5 rebar situated at the southwesterly corner of land now or formerly of 222 Riverside Corp. as described in a deed given by Sterling Boyington, et al to 222 Riverside Corp., dated April 29, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13067, Page 59;

Thence, North 66 degrees 17' 22" West along land now or formerly of Bounty Development, LLC, as described in a deed recorded in the Cumberland County Registry of Deeds in Book 15178, Page 254 a distance of Seven Hundred Fourteen and Two (714.02) feet to a point at land now or formerly of Louis Mack Co., Inc., as described in a deed recorded in the Cumberland County Registry of Deeds in Book 9671, Page 41;

Thence North 06 degrees 53' 40" West a distance of Two and Fifty-Seven Hundredths (2.57) feet to a found 6" x 12" granite town monument engraved with a "D" on one side and "W" on the other side;

Thence, North 8 degrees 03' 22" West along other land now or formerly of Portland Terminal Company a distance of Ninety-Four and Forty-Three Hundredths (94.43) feet to a point at land now or formerly of Louis Mack Company, Inc., as described in a deed recorded in the Cumberland County Registry of Deeds in Book 4178, Page 8;

Thence, South 66 degrees 17' 22" East along land of said Louis Mack Company, Inc., and land now or formerly of Wicks Lumber as described in a deed recorded in the Cumberland County Registry of Deeds in Book 8323, Page 281 and along land now or formerly 222 Riverside Corp., as described in a deed recorded in the Cumberland County Registry of Deeds in Book 9255, Page 231 a distance of Seven Hundred Sixty-Five and Fifteen Hundredths (765.15) feet to a point at land now or formerly of 222 Riverside Corp. as described in the above referenced deed recorded in the Cumberland County Registry of Deeds in Book 13067, Page 59;

Thence, South 23 degrees 46' 58" West along said land of 222 Riverside Corp. a distance of Eighty-Two and Fifty Hundredths (82.50) feet to a No. 5 rebar and the point of beginning.

For title of Grantor, reference is hereby made to a deed given by Israel Hunt, dated October 17, 1850 and recorded in the Cumberland County Registry of Deeds in Book 228, Page 387.

Courses are magnetic as of the year 1989.

This description is based on a Standard Boundary Survey made by DesLaurier and Associates, Inc., dated May 12, 2000 and prepared for Keystone Northeast, to which plan reference is hereby made for a more particular description.

11/29/2000 15:06 2078711188

PAGE 01

00222

SCHEDULE A

A certain lot or parcel of land situated on the westerly side of Riverside Street in the City of Portland in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron situated on the westerly side line of Riverside Street as accepted by order of the City Council of Portland on June 2, 1958 and recorded in City of Portland Records, Volume 73, Page 127; said iron also marks the southeast corner of land conveyed by Helen W. Olas to the Wickes Corporation by deed dated September 11, 1970 and recorded in Cumberland County Registry of Deeds in Book 3142, Page 783; thence by the street line of Riverside Street southerly on a curve to the right having a radius of 669.00 feet, a distance of one hundred ninety and sixty-five hundredths (190.65) feet when measured on the arc thereof to an iron and the northerly side line of land now or formerly of the Portland Terminal Company; thence by land now or formerly of the Portland Terminal Company westerly on a curve to the right having a radius of 5,693.83 feet, a distance of sixty-eight and thirty-five hundredths (68.35) feet when measured on the arc thereof to an iron; thence continuing by said land now or formerly of the Portland Terminal Company on a course of North seventy-three degrees seven minutes West (North 73° 07' West) and a distance of three hundred ninety and twenty-five hundredths (390.25) feet to an iron and land now or formerly of the Wickes Corporation; thence by land now or formerly of the Wickes Corporation on a course of North eighty-two degrees forty-six minutes East (North 82° 46' East) and a distance of four hundred fifty-two and forty-nine hundredths (452.49) feet to the point of beginning.

Said above described courses are magnetic and of the date of 1966. Said above described parcel contains 43,244 square feet, more or less.

Excepting from the above described premises a strip of land, ten feet in width, along Riverside Street, as more particularly described in a Notice of Taking by the City of Portland recorded at Book 8085, Page 185 of said Registry of Deeds.

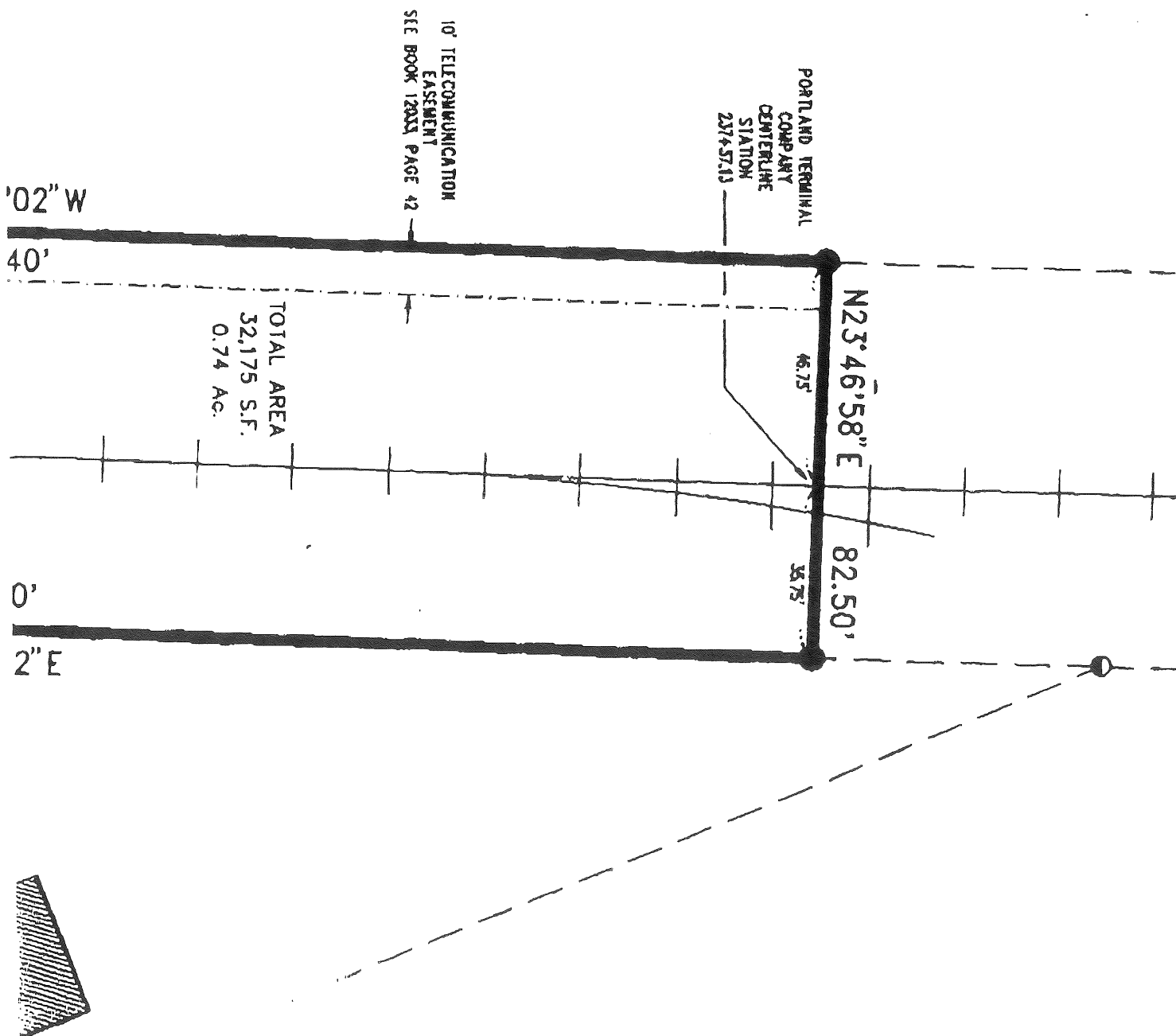
For source of title reference is hereby made to the second parcel, identified as "Riverside Street, Portland"; in a deed from Thomas K. Saunders and Pamela J. Saunders to Apex, Inc. dated April 4, 1990 and recorded at Book 9131, Page 166 Cumberland County Registry of Deeds.

2345-64T  
07/19/90

11/29/2000 15:06 2070711188

PAGE 02

N  
/



February 12, 2001

00222

Planning Department  
C/o Inspections, Rm. 315  
City of Portland  
389 Congress Street  
Portland, ME. 04101

RE: 222 Riverside Street Minor Site Plan Review

Dear Planning Dept:

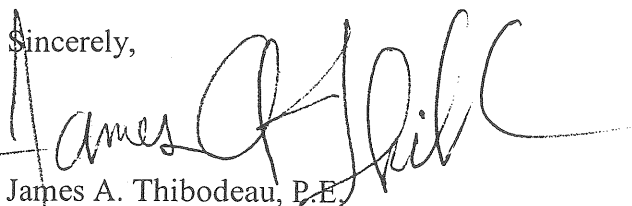
In accordance with note number 2 of the Site Review Pre-Application of the City of Portland, Associated Design Partners has attached nine copies of the proposed site plan, application and deeds on behalf of 222 Riverside Corporation. This plan has been developed to show the original property owned by 222 Riverside Corporation and also includes the newly acquired land at the rear of 222 Riverside Street. We have included existing and proposed cross sections of the newly acquired parcel. This land was previously used as a developed railroad ROW with bed, ties, and tracks. The ties and tracks have been donated to, and removed by, volunteers from the Maine Narrow Gauge Railroad. The old railroad bed will be regraded flat and supplemented with new gravel base to allow for storage of concrete masonry brick and landscape products.

Drainage patterns will not be significantly altered by the proposed improvements. The existing ditch located between Wickes and 222 RC will remain in service as is. No significant increase in the rate of runoff is anticipated.

The entire site plan has been drawn in Auto Cadd 2000 and thus all points can be identified with coordinates at any time. We have utilized and designed this site plan in conjunction with the previously approved Wickes Lumber Company site. The adjacent used car lot site plans were also referenced to develop the current site survey control used on the attached plan.

Your questions and comments regarding this application are welcome.

Sincerely,



James A. Thibodeau, P.E.  
President

Cc: 222 Riverside Corporation