

337-C-6

Stuart St.

Homes at Meadows
Woods

~~North Star~~

~~Enterprise~~

MAR-28-01 WED 2:04 PM

CANUSA-GORHAM

FAX NO. 207 856 1800

P. 2

JAN-31-2001 08:44

CITY OF PORTLAND

207 874 8949 P.22/23

Department of Planning and Urban Development
SUBDIVISION DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 3-29-01

Name of Project: HOMES AT MEADOW WOODS
 Address/Location: STUART ST., PORTLAND, ME.
 Developer: NORTH STAR ENTERPRISES INC.
 Form of Performance Guarantee: \$ 400,000. GUARANTEE FROM PEPPERELL TRUST CO. BIRCHFORD, ME.
 Type of Development: Subdivision T.P.U.D. (Site Plan (Major/Minor))

TO BE FILLED OUT BY THE APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road	1	65694	65694			
Grass Curbing	50	34	1700			
Signposts	500 SF	17	8500			
Replacements	500 SF	3	1500			
Measurements						
Street Lighting	8	300	2400			
Street Opening Repairs	1	3000	3000			
Other						
2. EARTH WORK						
Exc	5100 CY	5	25500			
Fill	3350 CY	11	36850			
3. SANITARY SEWER						
Manholes	6 EA	1900	11400			
Piping	525'	16	8400			
Connections	192A	50	9600			
Main Line Piping	810'	39	31590			
House Sewer Service Piping	535'	30	16050			
Pump Stations	1 EA	20500	20500			
Other						
4. WATER MAINS						
	2	38000	76000			
5. STORM DRAINAGE						
Manholes	4 EA	1700	6800			
Connections	118'	1500	17700			
Piping	1440'	26	37440			
Detention Basin	2	10000	20000			
Stormwater Quality Urns						
Other						

JAN-31-01 WED 8:10 AM

207 874 8949

P. 2

MAR-28-01 WED 3:20 PM

8395445

P. 2

MAR-28-01 WED

2:05 PM

CANUSA-GORHAM

FAX NO.

207 856 1800

P. 3

JAN-31-2001 00:45

CITY OF PORTLAND

207 874 2000 P.03/03

6. SITE LIGHTING					
7. EROSION CONTROL					
Silt Fences	100'	3	300		
Check Dams	1	100	100		
Ripe Inlet/Outlet Protection	1	100	100		
Level Lip Structures					
Slope Stabilization					
Costume					
Hay Bale Barriers	20	100	2000		
Catch Basins Inlet Protection	17	50	850		
8. RECREATION AND OPEN SPACE AMENITIES					
9. LANDSCAPING					
(Attach breakdown of plant materials, quantities, and unit costs)					
10. MISCELLANEOUS	1	70,000	70,000		
Building Sites					
TOTAL:					
GRAND TOTAL:					

INSPECTION FEE (to be filled out by the City)

	PUBLIC	PRIVATE	TOTAL
A: 2.0% of totals:			
or			
B: Alternative Assessment:			
Assessed by:			
	(name)	(name)	

JAN-31-01 WED 9:10 AM

207 874 8949


TOTAL P.03
P. 3

MAR-28-01 WED 3:20 PM

8395445

P. 3

TO: Inspections

FROM: Jay Reynolds, Development Review Coordinator 

DATE: November 27, 2001

RE: C. of O. for # 49 + 57 Leisure Lane
Units 7 and 8 of Meadow Woods
Lead CBL (337C006) ID# (2000-0087)

After visiting # 49 and 57 Leisure Lane, I have the following comments:

1. Landscaping Incomplete.
2. Loam and seed Incomplete.
3. Final paving Incomplete.

I anticipate this work can be completed by **June 30th, 2002.**

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

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

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

File: O:\drc\leisure1.doc



CITY OF PORTLAND

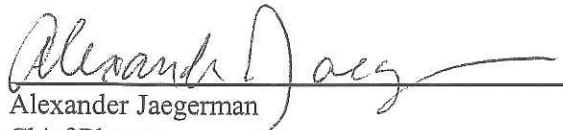
TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Chief Planner
DATE: July 5, 2001
SUBJECT: Request for Reduction in Performance Guarantee
Stuart Street Subdivision/Meadow Woods
ID# 20000087 Lead CBL#337-C-006001

A request by North Star Enterprises has been made for a reduction in the amount of Letter of Credit # 6101125 for the Stuart Street Subdivision.

Original Sum	\$400,000.00
First Reduction amount	\$231,564.40
Reduction Amount	<u>\$ 43,872.00</u>
Remaining Sum	\$124,563.60

This is the second reduction for the project.

Approved:


Alexander Jaegerman
Chief Planner

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

O:\PLAN\CORRESP\DRC\PERFORM\STUART\STSUBDIVISION2.DOC



CITY OF PORTLAND

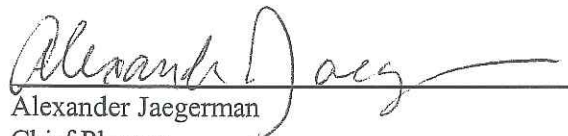
TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Chief Planner
DATE: July 5, 2001
SUBJECT: Request for Reduction in Performance Guarantee
Stuart Street Subdivision/Meadow Woods
ID# 20000087 Lead CBL#337-C-006001

A request by North Star Enterprises has been made for a reduction in the amount of Letter of Credit # 6101125 for the Stuart Street Subdivision.

Original Sum	\$400,000.00
First Reduction amount	\$231,564.40
Reduction Amount	\$ 43,872.00
Remaining Sum	\$124,563.60

This is the second reduction for the project.

Approved:


Alexander Jaegerman
Chief Planner

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

O:\PLAN\CORRESP\DRC\PERFORM\STUARTSTSUBDIVISION2.DOC



CITY OF PORTLAND

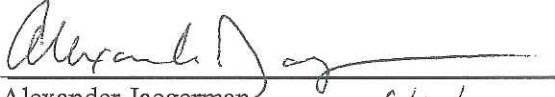
TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Chief Planner
DATE: June 11, 2001
SUBJECT: Request for Reduction in Performance Guarantee
Stuart Street Subdivision/Meadow Woods
ID# 20000087 Lead CBL#337-C-006001

A request by North Star Enterprises has been made for a reduction in the amount of Letter of Credit # 6101125 for the Stuart Street Subdivision.

Original Sum	\$400,000.00
Reduction Amount	<u>\$231,564.40</u>
Remaining Sum	\$168,435.60

This is the first reduction for the project.


Approved:


Alexander Jaegerman
Chief Planner
6/11/01

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

O:\PLAN\CORRESP\DRCA\PERFORM\STUARTSTSUBDIVISION.DOC

TO: Inspections

FROM: Jay Reynolds, Development Review Coordinator 

DATE: June 7, 2002

RE: C. of O. for # 63 Leisure Lane
Unit 10 of Meadow Woods
Lead CBL (337C006) ID# (2000-0087)

After visiting # 63 Leisure Lane, I have the following comments:

1. Landscaping Incomplete.
2. Loam and seed Incomplete.

This work will be completed as part of the completion of the subdivision improvements.

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

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

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

File: O:\drc\leisure2.doc

**CITY OF PORTLAND, MAINE
ENGINEERING REVIEW FORM**

Address of Proposed Site Stuart Street Date 4/27/01
Project Description Meadow Woods PRUD Job # 2000-0087
Applicant North Star Enterprises
Applicant's Mailing Address 21 Stuart Street, Portland, ME 04103

Site Review
(Planning Department)

Right-of-Way Review
(Public Works Department)

Review Engineer: Steve Bushey
Number of Estimated Hours: 10.25
Cost Per Hour: \$ 65.00
Total Amount: \$ 666.25

Review Engineer: Tony Lombardo
Number of Estimated Hours: 4
Cost Per Hour: \$40.00
Total Amount: \$ 160.00

+ miscellaneous 64.67 = \$730.92

An engineering fee has been assessed in the amount of \$730.92 for the review of your project located at Stuart Street.

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: 4/27/01

Received: 4/27/01
date

Planning Revenue Code: U4

Public Works Revenue Code: PV

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

From: Jeff Tarling
To: Kandi Talbot
Date: Tue, Apr 24, 2001 10:45 AM
Subject: Meadow Woods Project

Kandi,

I met with the developers of Meadow Woods yesterday to review the buffer areas. They have it all flagged and seem ready to begin construction. They might need to be reminded when they can and can not start construction. They were hoping to start later this week or early next week to clear the site. The site clearing will likely cause some neighborhood concern, especially on the Newton Street side.

I will check the site as the work starts to make sure the clear limits are correct, I did feel good to add a large 6' blueberry bush to the save area ! The recreational area contains widespread low bush blueberries but due to the grading it will not be saved (6' cut). If you have any questions let me know.

Jeff Tarling

CC: ALEX JAEGERMAN; Jay Mitchell

FAX FAX FAX FAX FAX FAX FAX FAX FAX FAX FAX

FAXED TO: *PORTLAND PLANNING DEPT* C/O *KANDI TALBOT*
JAY REYNOLDS

RECEIVER'S FAX NUMBER (207) 756-8258

FAXED BY: Conrad C. Clark / North Star Enterprises, Inc.

SENDER'S FAX NUMBER (207) 878-2241

DATED: APRIL 6, 2001

2 PAGES HAVE BEEN FAXED INCLUDING THE COVER PAGE. IF
YOU DO NOT RECEIVE ALL COPIES CALL 878-2241

MESSAGE

RE: HOMES AT MEADOW WOODS
HARMONY ROAD - EXECUTION OF OPTION

CLOSING SET FOR 4-9 @ 1:00 P.M.

March 21, 2001

Charles B. Rodway, Jr.
70 Jordan Shore Drive
Poland, Maine 04274

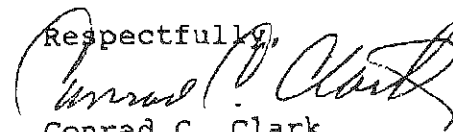
North Star Enterprises, Inc.
21 Stuart Street
Portland, Maine 04103

Re: Purchase of Harmony Road, Portland Real Estate

Dear Mr. Rodway;

In accordance with the Option Agreement granted to North Star Enterprises, Inc. on December 11, 2000 and the extension of that agreement executed on March 9, 2001 you are hereby being notified that North Star Enterprises, Inc. is officially exercising the option to purchase your property located on Harmony Road in Portland, Maine in accordance with the terms as specified in the option and its extension. Atlantic Title Company will be contacted to proceed with appropriate closing process and will set a closing within the next 30 days as required in the option agreement.

c.c. Bernstein, Shur, Sawyer & Nelson
c/o William M. Welch
100 Middle Street
Portland, Maine 04104

Respectfully,

Conrad C. Clark
President
North Star
Enterprises, Inc.

7000 0001 0000 2000 2559 6532 7845

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

PROX BURY TIME 04273 SPECIAL USE

Postage	\$ 3.50
	\$1.90
Certified Fee	\$1.50
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.90



Sent To Charles Rodway Jr
 Street, Apt. No., or PO Box No. 70 Jordan Shore Dr
 City, State, ZIP+ 4 _____

FAX__FAX__FAX__FAX__FAX__FAX__FAX__FAX__FAX__FAX__FAX

FAXED TO: *Portland Planning Dept.* CIO *Kandi Talbot*RECEIVER'S FAX NUMBER *(207) 756-8258*FAXED BY: *Conrad C. Clark / North Star Enterprises, Inc.*SENDER'S FAX NUMBER *(207) 878-2241*DATED: *4-11-2001*

_____ PAGES HAVE BEEN FAXED INCLUDING THE COVER PAGE. IF
YOU DO NOT RECEIVE ALL COPIES CALL 878-2241

MESSAGE

Kandi,

*As per instructions from Mike Mugent,
I am faxing you a copy of the
Deed for the Harmony Rd. lot which
has been joined to the Harms at
Meadow Woods P.R.U.D. for your files.*

QUITCLAIM DEED

THAT, I, Charles B. Rodway, Jr., of Poland, County of Androscoggin, State of Maine in consideration of one dollar and other valuable considerations paid by North Star Enterprises, Inc., of 21 Stuart Street, Portland, County of Cumberland, State of Maine, the receipt whereof is hereby acknowledged, do hereby *remise, release, bargain, sell and convey and forever quitclaim* unto said North Star Enterprises, Inc., a certain lot or parcel of land situated in on Harmony Road, Portland, County of Cumberland, and State of Maine bounded and described as follows:

A certain lot or parcel of land situated on Harmony Road, formerly known as Milton Street in Portland, County of Cumberland and State of Maine, being lot numbered eighteen (18) and the adjoining half of lot numbered nineteen (19) as shown on plan of lots at Woodfords Garden belonging to J.W. Wilbur Co., Inc. said plan being made by Ernest W. Branch, C. E., dated November 16, 1916, and recorded in the Cumberland County Registry of Deeds, Plan Book 13, Page 75.

Said parcel measures forty-five (45) feet on said Harmony Road; ninety-five and sixty-eight one hundredths (95.68) feet on lot 17 on said plan; about forty-five and seven one hundredths (45.07) feet on land owners unknown; ninety-three and thirteen one hundredths (93.13) feet on the remaining half of said lot 19. Containing, according to said plan, four thousand two hundred forty-eight square feet (4,248), more or less

Together with the fee, in so far as said Grantor has the right so to convey the same of all of the streets and ways shown on said plan, in common with the owners of the other lots shown on said plan and subject to the right of all said lot owners to make any customary use of said streets and ways.

Also, two certain lots or parcels of land situated on Milton Street, in Portland, in the County of Cumberland, and State of Maine, being lots numbered fourteen (14) and fifteen (15), as shown on plan of lots at Woodfords Gardens, belonging to J.W. Wilbur Co., Inc. said plan being made by Ernest W. Branch, C. E., dated November 16, 1916, and recorded in the Cumberland County Registry of Deeds, Plan Book 13, Page 75. Said lots, taken together, measure sixty (60) feet on Milton Street; one hundred two and 48/100 (102.48) feet on lot 13 on said plan; sixty and 1/10 (60.1) feet on land, owners unknown; ninety-nine and 8/100 (99.08) feet on lot on said plan. Containing, taken together, according to said plan, six thousand forty-seven (6,047) square feet, more or less.

Also, two certain lots or parcels of land situated on Milton Street in Portland in the County Of Cumberland and State of Maine, being lots numbered sixteen (16) and seventeen (17) as shown on plan of lots at Woodfords Gardens belonging to J. W. Wilbur Co., Inc., said plan being made by Ernest W. Branch, C. E., dated November 16, 1916, and recorded in the Cumberland County Registry of Deeds, Plan Book 13, Page 75. Said lots, taken together, measure sixty (60) feet to Milton Street; 99.08 feet on lot 15 on said plan; 60.10 feet on land owner or owners unknown; 95.68 feet on lot 18 on said plan. Containing, taken together according to said plan, 5,843 square feet, more or less. Together with the fee in so far as the said Grantor has the right so to convey the same, of all the streets and ways on said plan, in common with the owners of the other lots shown on said plan, and subject to the right of all said lot owners to make any customary use of said streets and ways.

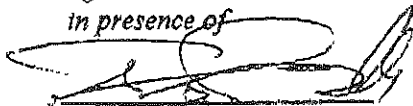
Being the same premises conveyed to the Grantor herein by a Deed dated July 25, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6324 , Page 134 and a Deed dated June 23, / and recorded in the Cumberland County Registry of Deeds in Book 2904 , Page 486.
1965

MAINE REAL ESTATE TAX PAID

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said North Star Enterprises, Inc., its successors and assigns, for its use and behoof forever.

IN WITNESS WHEREOF, Charles B. Rodway, Jr. , has caused this instrument to be executed by hereunto setting hand and seal this 9th day of April, 2001.

Signed, Sealed and Delivered
in presence of



Witness

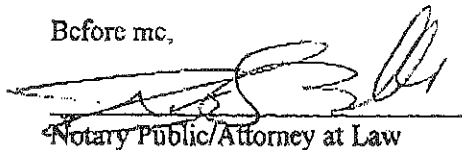

Charles B. Rodway, Jr.

STATE OF MAINE
COUNTY OF CUMBERLAND

April 9, 2001

Personally appeared the above-named Charles B. Rodway, Jr. who on oath acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public/Attorney at Law

Timothy A. Bolles
Notary Public, Maine
My Commission Expires
December 3, 2003

RECEIVED
RECORDED REGISTRY OF DEEDS

2001 APR -9 PM 2: 38

CUMBERLAND COUNTY

John B O'Brien

QUITCLAIM DEED

THAT, I, Charles B. Rodway, Jr., of Poland, County of Androscoggin, State of Maine in consideration of one dollar and other valuable considerations paid by North Star Enterprises, Inc., of 21 Stuart Street, Portland, County of Cumberland, State of Maine, the receipt whereof is hereby acknowledged, do hereby *remise, release, bargain, sell and convey and forever quitclaim* unto said North Star Enterprises, Inc., a certain lot or parcel of land situated in on Harmony Road, Portland, County of Cumberland, and State of Maine bounded and described as follows:

A certain lot or parcel of land situated on Harmony Road, formerly known as Milton Street in Portland, County of Cumberland and State of Maine, being lot numbered eighteen (18) and the adjoining half of lot numbered nineteen (19) as shown on plan of lots at Woodfords Garden belonging to J.W. Wilbur Co., Inc. said plan being made by Ernest W. Branch, C. E., dated November 16, 1916, and recorded in the Cumberland County Registry of Deeds, Plan Book 13, Page 75.

Said parcel measures forty-five (45) feet on said Harmony Road; ninety-five and sixty-eight one hundredths (95.68) feet on lot 17 on said plan; about forty-five and seven one hundredths (45.07) feet on land owners unknown; ninety-three and thirteen one hundredths (93.13) feet on the remaining half of said lot 19. Containing, according to said plan, four thousand two hundred forty-eight square feet (4,248), more or less

Together with the fee, in so far as said Grantor has the right so to convey the same of all of the streets and ways shown on said plan, in common with the owners of the other lots shown on said plan and subject to the right of all said lot owners to make any customary use of said streets and ways.

Also, two certain lots or parcels of land situated on Milton Street, in Portland, in the County of Cumberland, and State of Maine, being lots numbered fourteen (14) and fifteen (15), as shown on plan of lots at Woodfords Gardens, belonging to J.W. Wilbur Co., Inc. said plan being made by Ernest W. Branch, C. E., dated November 16, 1916, and recorded in the Cumberland County Registry of Deeds, Plan Book 13, Page 75. Said lots, taken together, measure sixty (60) feet on Milton Street; one hundred two and 48/100 (102.48) feet on lot 13 on said plan; sixty and 1/10 (60.1) feet on land, owners unknown; ninety-nine and 8/100 (99.08) feet on lot on said plan. Containing, taken together, according to said plan, six thousand forty-seven (6,047) square feet, more or less.

Also, two certain lots or parcels of land situated on Milton Street in Portland in the County Of Cumberland and State of Maine, being lots numbered sixteen (16) and seventeen (17) as shown on plan of lots at Woodfords Gardens belonging to J. W. Wilbur Co., Inc., said plan being made by Ernest W. Branch, C. E., dated November 16, 1916, and recorded in the Cumberland County Registry of Deeds, Plan Book 13, Page 75. Said lots, taken together, measure sixty (60) feet to Milton Street; 99.08 feet on lot 15 on said plan; 60.10 feet on land owner or owners unknown; 95.68 feet on lot 18 on said plan. Containing, taken together according to said plan, 5,843 square feet, more or less. Together with the fee in so far as the said Grantor has the right so to convey the same, of all the streets and ways on said plan, in common with the owners of the other lots shown on said plan, and subject to the right of all said lot owners to make any customary use of said streets and ways.

Being the same premises conveyed to the Grantor herein by a Deed dated July 25, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6324 , Page 134 and a Deed dated June 23, / and recorded in the Cumberland County Registry of Deeds in Book 2904 , Page 488.

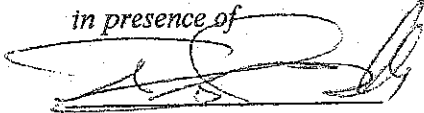
1965

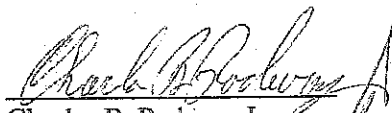
MAINE REAL ESTATE TAX PAID

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said North Star Enterprises, Inc., its successors and assigns, for its use and behoof forever.

IN WITNESS WHEREOF, Charles B. Rodway, Jr. , has caused this instrument to be executed by hereunto setting hand and seal this 9th day of April, 2001.

Signed, Sealed and Delivered
in presence of


Witness



Charles B. Rodway, Jr.

STATE OF MAINE
COUNTY OF CUMBERLAND

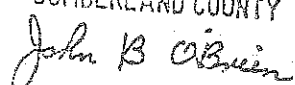
April 9, 2001

Personally appeared the above-named Charles B. Rodway, Jr. who on oath acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public/Attorney at Law

Timothy A. Bolles
Notary Public, Maine
My Commission Expires
December 3, 2003

RECEIVED
RECORDED REGISTRY OF DEEDS
2001 APR -9 PM 2: 38
CUMBERLAND COUNTY


Pump Station Calculations

Clark Property Sewage Pumping Station

FLOW -

Assume 3 persons/unit x 14 units = 42 people

Average daily flow

$$- 60 \text{ gal/person/day} \times 42 = 2,520 \text{ gal/day}$$

Peak - Assume 14 showers all @ once

$$3 \text{ gpm} \times 14 = 42 \text{ gal/min. use } 45 \text{ gpm}$$

Storage Capacity -

Assume max Elev - of 87.00
pump off Elev = 77.03

10' of storage

$$\text{Volume} = \frac{\pi d^2}{4} \times 10 \times 7.48 \text{ gal/ft}^3$$

$$= \frac{3.14 \times 6^2}{4} \times 10 \times 7.48 = 2,114 \text{ gal}$$

$$8" \text{ Sanitary } 200' \times \frac{3.14 \times .67^2}{4} \times 7.48 = 527 \text{ gal}$$

$$\frac{2641}{2520} \times 24 \text{ hr/day} = 25.1 \text{ hr} \quad 2641 \text{ gal}$$

Assum 45 gpm Flow -

2" J m Ring pipe 200 ps.

$E_d = 2.38'' - 2(1.1) = 2.16''$

$h_f = 2.7' / 100 \quad Q = 45 \text{ gpm} \quad V = 4 \text{ ft/s}$

Pipe Length	237.0'
1 gate valve	1.2
1 check valve	15.0'
5- 90° Elbow: 5 x 5 =	25.0'
1- 45° Elbow	3
	<u>281.2' in ft</u>

Static Head: Discharge SL = 94.7

Low water Ex. pump Sta 77.03

17.67

Friction $2.7 / 100 \times 281.2 = 7.59$

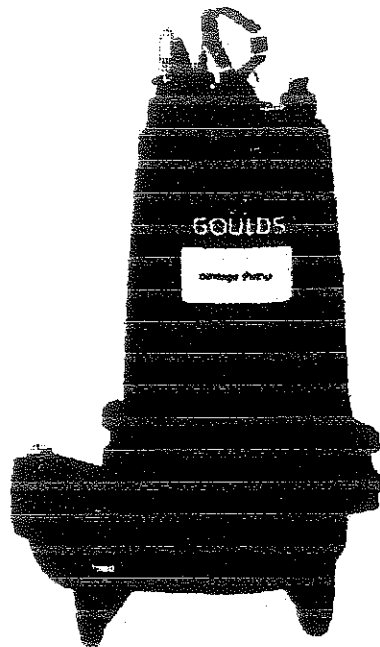
25.26'

Assum 4' misc. Losses

4.00

29.26'

Sum 29'



Goulds 4/4
**Submersible
 Sewage
 Pumps**

SERIES 2WD 3WD 

**2 2/3" Non-Clog
 Sewage Pump**

 Canadian Standards Association

APPLICATIONS

Specifically designed for the following uses:

- Lift stations
- Trailer courts
- Motels
- Schools
- Sewage systems
- Hospitals
- Industry
- Dewatering
- Flood
- Pollution control

Anywhere waste or drainage must be disposed of quickly, quietly and efficiently.

SPECIFICATIONS

Pump:

- Solids handling capabilities: 2" maximum.
- Capacities: up to 180 GPM.
- Total heads: up to 49 feet TDH.
- Discharge size: 2 2/3" NPT, flanged.
- Class F insulation.
- NEMA 48 frame.
- Mechanical seal: carbon rotary/ceramic stationary, 300 series stainless steel metal parts, BUNA-N elastomers.
- Temperature: 104°F (40°C) continuous 140°F (60°C) intermittent.
- Fasteners: 300 series stainless steel.
- Capable of running dry without damage to components.

Motor:

- Single phase: 1/8-1/2 HP, 115 V or 230 V, 60 Hz, 1750 RPM; 3/4-1 HP, 230 V, 60 Hz, 1750 RPM; 1 HP, 230 V, 60 Hz, 3500 RPM. Built-in overload with automatic reset.
- Three phase: 1/8-1 HP, 208-230-460 V, 60 Hz, 1750 RPM; 1 HP, 208-230-460 V, 60 Hz, 3500 RPM. Overload protection must be provided in starter unit.
- Shaft: threaded 400 series stainless steel.
- Bearings: ball bearings - upper and lower.
- Power cord: 20 foot standard (optional lengths available). Single phase: 1/8-1/2 HP-16/3 SJTO with three prong plug; 3/4 and 1 HP-14/3 STO with bare leads. Three phase: 1/2-1 HP-14/4 STO with bare leads.
- Sensor cord: 20 foot standard 16/2 SJTO. On CSA listed models: 20 foot length SJTW or STW are standard.

FEATURES

Impeller: Cast iron - semi-open, non-clog with pump-out vanes for mechanical seal protection. Balanced for smooth operation.

Casing: Cast iron volute type for maximum efficiency. Adaptable for slide rail systems.

Shaft: Corrosion resistant stainless steel. Threaded design. Locknut on three phase models to guard against component damage on accidental reverse rotation.

Motor: Fully submerged in high grade turbine oil for lubrication and efficient heat transfer. Designed for continuous operation. All ratings are within the working limits of the motor.

Bearings: Upper and lower heavy duty ball bearings construction.

Power Cable: Severe duty rated, oil and water resistant. Epoxy seal on motor-end provides secondary moisture barrier in case of outer jacket damage and to prevent oil wicking.

O-Ring: Assures positive sealing against contaminants and oil leakage.

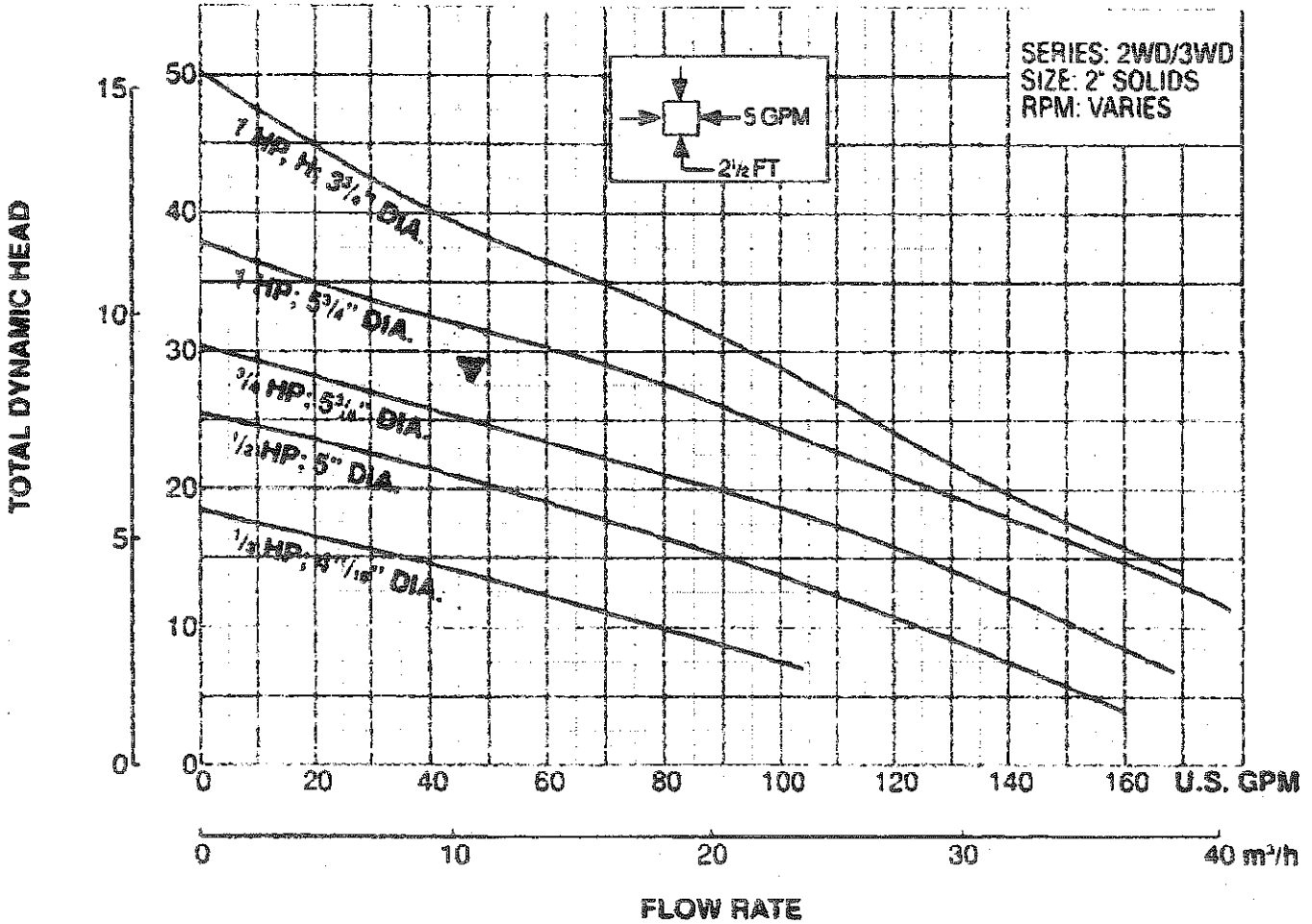
Dual Mechanical Seals: Ceramic vs. carbon sealing faces, stainless steel metal parts, BUNA-N elastomers. Upper and lower shaft seals are positioned independently and are separated by an oil-filled chamber. Optional hard faced lower seals available.

Seal Sensor Probe: Located in an oil-filled chamber. If water should begin to leak past lower seal, it will transmit a signal to an optional electronic sensing unit indicating service should be done on the pump, saving motor and costly repairs.

Performance Curves

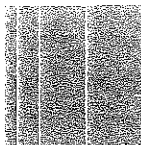
Waste Water Pumps

METERS FEET



GOULDS PUMPS, INC.
 WATER TECHNOLOGIES GROUP
 SENECA FALLS, NEW YORK 13148

Customer _____ Pump Item _____	Condition of Service _____ GPM _____	Imp. Dia. _____ TDM _____	EFF% _____	Certified for: _____ By _____ Date _____	Approval <input type="checkbox"/> Record <input type="checkbox"/>
-----------------------------------	---	------------------------------	------------	---	--



Sebago Technics

Engineering & Planning for the Future

December 12, 2000
99172

Planning Board
City of Portland
389 Congress Street
Portland, Maine 04101

Revised Final Plan Submission of Homes at Meadow Woods

Dear Members of the Board:

On behalf of North Star Enterprises Inc., I am pleased to resubmit this Final Subdivision Plan for Homes at Meadow Woods, a 14-unit condominium project. Since our final submission, we have received review comments from the planning staff. This submission discusses those comments made in the Planning Board Report #65-00, dated December 12, 2000.

Under Section IV, Subdivision Review

5. Traffic: The detail shown on Sheet 9 has been revised to show the 24 foot width previously revised on all other sheets. The sign details and locations have been added to the plans. The entrance sign is going to be granite similar to the photograph attached to this letter. The sidewalk previously added to the inner side of the loop road has been relocated to the outer edge of the loop road. The outer edge already had curbing and catch basins, so the relocated sidewalk was placed adjacent to the curbing.
6. Sanitary/Stormwater: The pump station location is shown on Sheet 5, and the control panel and sizing information is shown on Detail Sheet 9.
- Right, Title, and Interest: The rights to Harmony Road became an issue late last week. The City never officially accepted Harmony Road, formerly known as Milton on the 1916 Woodfords Gardens Subdivision. To gain rights to Harmony Road, the developer has a purchase option on the Charles Rodway property. This is the property that we previously had a purchase option on and easement to cross it. The City Council stated that this will provide us with rights to Harmony to connect our storm water system to the catch basin at the corner of Lynn and Milton. These changes have been made to the attached plan set.

1b.

10. Financial Capability: The applicant has received the attached letter of financial capability from Peoples Bank, dated December 11, 2000.
13. Condominium Documents: These documents are currently being reviewed by the Corporation Council.

Under Section VI, Site Plan Review

3. Proposed Buildings: The catalogue cuts of the retaining wall are attached.
5. Landscaping/Existing Vegetation: The vegetative buffer proposed along the perimeter of the site will be reviewed by the City Arborist prior to construction. This will allow the review of existing vegetation, and the proposed location and quantity of new plantings. The Arborist will also review the buffer area after construction to see if any areas need to be replanted due to construction damage.
7. Exterior Lighting: The lighting cut sheets have been added to this submission. The locations have not changed and the lighting schematic has not changed.
8. Fire: The Fire Department has been provided with a proposed street name, "Leisure Lane".
10. Planned Residential Unit Development Review:

Section C. Recreation and Open Space:

3. Active Recreational Open Space: The recreational open space has been delineated on the site plan.

These are the limits of the changes that have been made. We look forward to meeting with you this evening to discuss these modifications. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.



Matthew W. Ek, PLS
Project Manager

MWE:mwe/jc
Enc.

cc: North Star Enterprises Inc.

2a.

From: Kandi Talbot
To: internet:mek@sebagotechnics.com
Date: Thu, Dec 21, 2000 10:53 AM
Subject: Condominium doc comments

Matthew,

Following are changes that need to be made to the condominium documents or comments in reference to them:

Page 1. Paragraph 2. #1 Description of Land needs to reference the Rodway property that is proposed to be purchased.

Page 3. The common areas and facilities consist of: (a) the land described in paragraph one (1) hereof. This is not accurate because paragraph one references the buildings on the land and the buildings are not common area.

Page 8. Number 12. Rules, Regulations and Expenses. Line beginning with "cost and management of snow removal for the street; visitor parking area; and sidewalks; garbage and trash removal outside building; and roof maintenance; including painting; the cost and maintenance of lawnmowing and landscaping; the cost of maintenance of fencing; keeping parking lots, access drives and common areas in good repair; and keeping the outside of the buildings in good repair; the cost of street lighting; the cost of annual maintenance to the detention basin as provided in the Drainage Maintenance Agreement attached hereto as Appendix IV; cost of maintenance of private utilities, etc.

Page 9 at end of first paragraph the following shall be inserted as new paragraph at the end of number 12. In no event shall the swales or 5 to 10 foot buffer area be altered from that shown on the Homes at Meadow Woods subdivision plan, dated _____ on file in CCRD Book _____ page _____ without the approval of the City of Portland.

Page 11. Second sentence.refrigerators, stoves and other kitchen appliances and indoor and outdoor lighting fixtures other than street lighting and other.....

Page 12. The first paragraph needs to reference specific time developer will transfer to the condo association.

Page 18. Fourth paragraph.....family or of a guest (instead of quest)

Following are changes that should be made to the Drainage Maintenance Agreement.

First paragraph, line 7 typographical error...should be pursuant instead of persuant.

First paragraph, line 10 typographical error....should be itself instead of its self.

Second paragraph, line 2 typographical error...should be in perpetuity instead of inperpetuity.

Second paragraph, line 4 should be...including but not limited to the swales, detention basin or basins and the inlet(s) to and the outlet or outlets therefrom,.....

The Subdivision plat should be revised to reflect the following:

Should show drainage swales and detention basin area and Rodway property drainage area by highlighting them.

2b.

Need to remove the lines off the subdivision plan around the buildings that appear as private rear yards. The condo docs reference that only exterior steps and as decks or patios will be the only private areas.

As mentioned in an earlier conversation, the landscaping plan should be revised to show proposed landscaping and a note stating that the city arborist can reduce the number of proposed trees required once construction is completed and buffer area is evaluated at that time.

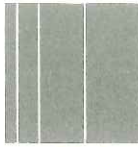
If you have any questions, please give me a call. I will be on vacation until January 3rd, but will be here until the end of the day today.

Thanks.

Kandi

CC: Sarah Hopkins

3a.



Sebago Technics
Engineering & Planning for the Future

January 4, 2001
99172

Planning Board
City of Portland
389 Congress Street
Portland, ME 04101

Revised Final Plan Submission of Homes at Meadow Woods

Dear Members of the Board:

On behalf of North Star Enterprises Inc., I am pleased to resubmit this final subdivision submission of Homes at Meadow Woods, a 14-unit condominium project.

We were pleased to meet with you and hear your comments as well as those of the abutters at your meeting on December 12th. Unfortunately, a review of our submission made on the 12th was not possible. That submission did address many of the comments raised that evening. This meeting, and subsequent communications with the planning staff, has prompted this latest revision. The planning staff and City Arborist have requested that the entire vegetative buffer have plantings shown. This way, the largest number of plantings possible can be estimated and bonded. If the Arborist feels that areas within the vegetative buffer have sufficient existing vegetation, then the plantings in these areas will be reduced. The Landscape Plan has been revised to reflect these changes. The note regarding the house-side light shield has also been added.

The Subdivision Plan has also been altered. The limited common elements (private unit areas) have been reduced to the exterior steps and deck or patio. A note has been added to the plan to this reflect this change. A note has also been added to prevent any regrading. This is to prevent any drainage area from being altered.

If you have any questions during your review, feel free to contact us. We look forward to meeting with you to discuss these modifications. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.

Matthew W. Ek, PLS
Project Manager

MWE:mwe/jc
Enc.

cc: North Star Enterprises Inc.

OPTION AGREEMENT

4a.

AGREEMENT made and entered into as of this 11th day of December 2000 by and between Charles B. Rodway, Jr. of Poland, Maine, ("Seller") and North Star Enterprises, Inc., a Maine corporation, ("Buyer")

WITNESSETH AS FOLLOWS:

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration (the "Option Consideration"), the receipt of which is hereby acknowledged by Seller, and of the mutual covenants and promises hereinafter set forth, Seller and Buyer agree as follows:

1. **GRANT OF OPTION** Seller hereby grants to Buyer the exclusive and irrevocable option to purchase, on the terms and conditions contained in this Agreement, the real estate consisting of five (5) lots of Seller's located on Harmony Road in Portland, Maine and identified more particularly as Lots # 336-L lots 8-12 in the Assessor's Office in Portland, Maine (the "Premises").
2. **EXPIRATION; ADDITIONAL OPTION** This Option shall expire on March 12, 2001 at midnight, Maine time.
3. **NOTICE OF EXERCISE** This Option may be exercised only by Buyer giving written notice of election to exercise to Seller in the manner set forth in Paragraph 2(b) below.
4. **FAILURE TO EXERCISE** In the event that Buyer fails to exercise this Option, the Option Consideration shall be retained by Seller and neither Seller nor Buyer shall have any further rights or claims against the other.
5. **EXERCISE** In the event that Buyer exercises this Option as provided herein, the following provisions shall be applicable:
 - (a) **Purchase Price** Subject to any adjustments and provisions hereinafter described, the purchase price for the Premises shall be Fifteen Thousand Dollars (\$ 15,000), payable


Charles B. Rodway Jr.

ON 6:54 PM CANUSA-GORHAM
12/11/2000 11:03 FAX 2077931127

FAX NO. 207 856 1800

BEHNSTEIN SEUR

002.002

by certified check, wire transfer or bank cashier's check at the closing. The Option Consideration shall be credited against the purchase price at the closing.

(b) Title, Covenant Against Further Encumbrances. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of liens and encumbrances. In the event that Buyer determines upon examining title to the Premises that Seller would be unable to convey title as aforesaid, Seller shall be given a reasonable period of time after notice from Buyer, not to exceed sixty (60) days, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, then the Option Consideration and the Additional Option Consideration, if applicable, shall be returned to Buyer and this Agreement shall terminate. Buyer may, however, elect to close notwithstanding such defects as may exist. Seller and Buyer understand and agree that any mortgages and liens on the Premises shall not be considered title defects provided that the same shall be discharged at or prior to the closing at Seller's expense. Seller agrees that it will not further encumber or permit to be encumbered the Premises by any liens, mortgages, attachments, covenants, restrictions or easements after the Effective Date of this Option.

(c) Closing. The closing shall take place thirty (30) days after the date this Option is exercised, at 10:00 a.m., local time, at the offices of Bernstein, Star, Sawyer and Nelson, 100 Middle Street, Portland, Maine, or at another time and place if Seller and Buyer mutually so agree in writing. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises with full Warranty Covenants in accordance with the Short Form Deeds Act, 33 M.R.S.A. 761 et seq. (the "Deed").

Seller further agrees to execute and deliver to Buyer at the closing such Affidavits and Certificates as are reasonably necessary for Buyer's acquisition and financing of the Premises including without limitation a Certificate of Non-Foreign Status (as required by Internal Revenue Service

regulations) and a title insurance "Owner's Affidavit" regarding mechanics liens and persons in possession and, if Seller is a corporation, partnership or other legal entity, satisfactory evidence of authority to convey and good standing.

(d) Adjustments, Prorations and Closing Costs.

i. Real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill.

ii. The Maine real estate transfer tax shall be paid for by Seller and Buyer in accordance with 36 M.R.S.A. 4641-A.

iii. The recording fee for the deed of conveyance and any expenses related to any mortgage which Buyer may grant to a lender in connection with the purchase of the Premises shall be paid for by Buyer.

iv. A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.

(e) Possession. Seller shall deliver possession of the Premises to Buyer at the closing, free of all leases, tenancies or occupancies by any person.

(f) Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to close is subject to the satisfaction, at or before the closing of all of the following conditions:

i. All representations and warranties of Seller contained in this Agreement shall be true as of the closing.

ii. Buyer shall have received financing from a lender for a mortgage loan of not less than Fifteen Thousand Dollars (\$ 15,000), upon such terms and conditions as may be satisfactory to Buyer.

iii. Buyer shall have received all permits, licenses and approvals

4d

necessary for Buyer's intended use of the Premises and shall have satisfied itself of the right to use Harmony Road for drainage of water from the Premises and from Buyer's adjoining property to the city owned storm water drainage system.

In the event that any of the foregoing conditions are not satisfied prior to or at the closing, Buyer shall have the option to terminate this Agreement and receive back the Option Consideration, except should any of Seller's representations or warranties prove untrue then Buyer shall have the right to require Seller at Seller's expense to make the Premises conform thereto.

(h) ~~Default Remedies.~~ In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer shall have all remedies available at law and equity including the right of specific performance. In the event that Buyer defaults in the performance of its obligations hereunder after exercise of this Option, Seller shall retain the Option Consideration as full and complete liquidated damages in lieu of any other legal or equitable remedy, in which case this Agreement will terminate and neither party will be under any further obligation hereunder.

6. REPRESENTATIONS AND WARRANTIES OF SELLER Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

(a) The present use of the Premises is in full compliance with applicable zoning and land use laws, and all other applicable laws, ordinances and regulations.

(b) The Premises are free of pollutants, contaminants, special wastes, underground storage tanks, radon, waste oil, petroleum, asbestos, lead paint and any other dangerous, hazardous, biomedical, toxic or radioactive substances, materials or wastes. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

4e

(e) The Premises either do not now and will not as of the closing date abut any farmland registered under Chapter 2-A of Title 7 of the Maine Revised Statutes Annotated or if the Premises do abut any such registered farmland they are and shall be as of the closing date exempt from the provisions of Chapter 2-A of Title 7 of the Maine Revised Statutes Annotated.

(f) There are rights of ingress and egress in perpetuity from the Premises to public highways or roads for both vehicular and pedestrian traffic.

7. **BROKERAGE.** Seller warrants and represents to Buyer that Seller has not dealt or had contact with any broker in connection with this transaction.

8. **INSPECTION.** Buyer or its agents may enter the Premises at all reasonable times prior to the closing in order to inspect the same and may conduct studies, tests, surveys and take samples so that Buyer can determine the suitability of the Premises of Buyer's intended use. Buyer's inspection of the Premises, pursuant to this paragraph, shall not be deemed a waiver of any of the representations and warranties made by Seller hereunder.

9. **RECORDING OF OPTION.** Seller and Buyer agree that this Option may not be recorded but further agree that the Memorandum of Option may, at the option and request of the Buyer, be executed and acknowledged by the Seller to be recorded (if Buyer so desires) at the Registry of Deeds for the County in which the Premises are located.

10. **MISCELLANEOUS**

(a) **Time.** Time is of the essence of this Agreement.

(b) **Notices.** All notices, demands and other communications hereunder shall be in writing and shall be given either (i) by first class mail, postage prepaid, registered or certified, return receipt requested, to Seller at the address set forth below; (ii) by hand delivery to Seller's address set forth below. All notices shall be deemed to have been duly given if postmarked prior to the expiration

date and time specified herein (in the case of mailing) or upon delivery (if hand delivered).

TO SELLER:

Charles B. Rodway, Jr.
70 Jordan Shore Drive
Poland, Maine 04274.

TO BUYER:

North Star Enterprises, Inc.
21 Stuart Street
Portland, Maine 04103

Either party may change its address or its Fax number for purposes of this subparagraph by giving the other party notice of the new address or Fax number in the manner described herein.

(c) Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer.

(d) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. All representations and warranties made by Seller herein shall survive the closing. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

(e) Attorney's Fees. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' and paralegals' fees and court costs in such amounts as shall be allowed by the court.

(f) Effective Date. The Effective Date of this Option shall be deemed to be the date first set forth above in this Agreement.

49

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first
above written.

SELLER:

Charles B. Rodway, Jr.

BUYER: NORTH STAR ENTERPRISES, INC.

By _____
Conrad C. Clark
Its Duly Authorized Representative

DRAINAGE MAINTENANCE AGREEMENT

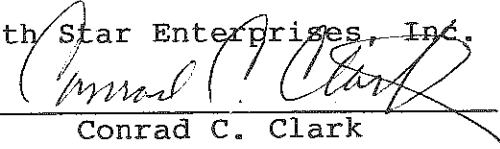
In Consideration of Subdivision approval granted by the Planning Board of the City of Portland to a plan of Subdivision Recording Plat of Homes at Meadow Woods Condominiums, dated January 9, 2001 and filed with the City of Portland, Department of Planning and Urban Development, 389 Congress Street, Portland, Maine, a copy of which is attached hereto as Exhibit 1 and pursuant to a condition thereof, North Star Enterprises, Inc., a Maine Corporation with a place of business at Portland, Maine, 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 swales, detention basin or basins and the inlet(s) to and the outlet or outlets therefrom the detention basin or basins, for the benefit of the said City of Portland, all persons in lawfull possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawfull 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 9th day of January, 2001

North Star Enterprises, Inc.
By: 
Conrad C. Clark
Its: President

Peoples Heritage Bank, N.A.

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

1 800-462-3666
Tel: 207 761-8500

December 11, 2000

Planning Board
City of Portland
389 Congress Street
Portland, ME 04101



Dear Planning Board:

Peoples Heritage Bank has reviewed, on a preliminary basis, the financial statement of North Star Enterprises and its principals. Based on our review of the financial statements, we feel that the developer and its principals have adequate financial resources to finance the proposed Meadow Woods project on Stuart Street, Portland, ME.

The letter should not be construed as a commitment by the bank to fund the proposed project. We are processing a loan request and will make a final determination once all relevant information has been obtained.

Sincerely,

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

Richard A. Blake
Senior Vice President

Encl.

6a

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

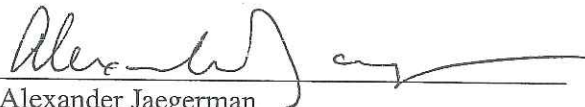
TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Planning Division Director
DATE: September 13, 2002
SUBJECT: Request for Reduction in Performance Guarantee
Stuart Street Subdivision/Meadow Woods
ID# 2000-0087 Lead CBL#337-C-006001

A request by North Star Enterprises has been made for a reduction in the amount of Letter of Credit # 6101125 for the Stuart Street Subdivision.

Original Sum	\$400,000.00
First Reduction	\$231,564.40
Second Reduction	\$ 43,872.00
Reduction Amount	\$ 62,063.60
Remaining Sum	\$ 62,500.00

This is the third reduction for the project.

Approved:


Alexander Jaegerman
Planning Division Director

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

O:\PLAN\CORRESP\DRC\PERFORM\STUART\STSUBDIVISION3.DOC

**DECLARATION OF CONDOMINIUM
HOMES AT MEADOWOODS CONDOMINIUM ASSOCIATION**

By

NORTH STAR ENTERPRISES, INC.

Maine Unit Ownership Act

Filed:

Cumberland County Registry of Deeds

Book _____ Page _____

7b

HOMES AT MEADOWOODS CONDOMINIUM ASSOCIATION

**DECLARATION PURSUANT TO TITLE 33,
CHAPTER 10, SECTION 560 ET. SEQ.
AS AMENDED KNOWN AS THE UNIT
OWNERSHIP ACT**

This Declaration dated _____, 2000, is filed pursuant to Sections 569 and 571 of the Maine Unit Ownership Act as appears in the Maine Revised Statutes, as amended, Title 33, Chapter 10, Section 560, et. seq. to which reference is specifically made and which Act is incorporated herein by reference and to which all owners of units described herein, and their heirs and assigns, shall be bound

1. Description of Land. North Star Enterprises, Inc., (hereinafter "Developer") a Maine Corporation existing under the laws of the State of Maine, with a place of business at Portland County of Cumberland and State of Maine, hereby submits the land hereinafter described in Appendix I attached hereto and incorporated herein and improvements thereon to the provisions of said Maine Units Ownership Act. Additional land, buildings and improvements may be submitted to the provisions of the Act as provided for under the terms of Paragraph 7 and 8 herein and as set forth in Appendix I. The additional land, buildings and improvements are subject to and shall have the benefit of all easements, rights of way and matters affecting title described or referred to in Appendix I or in the survey to which reference is hereinafter made.

A properly prepared and certified survey of the land and building footprints are recorded simultaneously with this Declaration in Unit Ownership File No. _____ in the Cumberland County Registry of Deeds.

2. Description of Buildings. Reference is made to the floor plans referred to in paragraph one (1) hereof for the description of the buildings with the number of stories, and the

number and identification of fourteen (14) units as shown. The buildings are of wood frame construction on a frost wall without a basement. Each unit is a single-family residential unit with a garage. Each unit will have its own private entrance. The units have individual heating systems and will be provided with electricity on a separately metered basis. The entire development will consist of fourteen (14) units, 1-14 inclusive, all of which will be new construction. The unit number and percentage of ownership are set forth in Appendix II. Attention is drawn to the optional interiors for each unit as depicted on the floor plans, as set forth in Appendix III. For the purpose of determining the individual unit owner's interest in the common areas and facilities, the Developer designates the basic square footage of the floor plan area for each unit. Each unit owner agrees that every other unit owner shall have the right to select another of the optional layouts at the time of construction. The selection of an option which does not affect the external dimensions of a unit shall not affect any unit owner's percentage of interest in the common areas and facilities. Each unit owner agrees that the percentage of interest in common areas and facilities set forth in Appendix II shall be effective as of the date of the recording of this declaration.

3. Identification and Description of Units. Reference is made to the recorded survey and the floor plans referred to in Appendix III hereof for the identification number of each unit showing its location, approximate area, the number of rooms (*see optional interior designs set forth on the floor plan*), the common areas and the limited common areas.

4. Description of Common Areas and Facilities. Each of the units will be conveyed together with their respective undivided interest in the common areas as hereinafter set forth and will have the benefit of the right to use the common areas in common with others entitled thereto as provided by the By-Laws of Homes at Meadowoods Condominium Association (hereinafter referred to as the "Association") and the rules and regulations adopted thereunder.

PL

The common areas and facilities consist of:

- (a) The land described in paragraph one (1) hereof;
- (b) The foundations, exterior walls, roofs, columns, girders, beams and supports of the buildings;
- (c) All walls, partitions, floors and ceilings separating units from common areas or other units other than the interior surface thereof;
- (d) The central and appurtenant installations for service such as power, natural gas, telephone, electricity, hot and cold water, heat (including all pipes, pipe chases, ducts, wires, cables and conduits used in connection therewith, located in common areas), all equipment attendant thereto, and all facilities contained within any unit which serve parts of the condominium other than the unit within such facilities are contained;
- (e) The sewer and drainage pipes; and
- (f) All other parts of the condominium property and all apparatus and installations existing in the buildings or on the property for common use when necessary or convenient to the existence, maintenance, safety or enjoyment of the condominium, including, but not limited to, yards, gardens, walkways, driveways and any and all roadways as shown on said plans.

5. Description of Limited Common Areas and Facilities. Limited common areas shall mean and include that part of the common areas and facilities which are shown as exterior steps and as decks or patios on the Final Subdivision and Condominium Plan for Homes at Meadowoods

7e

Condominiums dated _____. Each such step, deck or patio is assigned as a limited common element to the unit to which it is attached as designated on such plan.

6. Percentage of Ownership. The percentage of undivided interest in the common areas and facilities appertaining to each unit are set forth in Appendix II attached hereto and incorporated herein by reference. The percentages have been determined by taking as a base the total number of units incorporated in the subdivision plan of Homes at Meadowoods as recorded in the Cumberland County Registry of Deeds. The selection of a floor plan and/or option which does not affect the external dimensions of a unit shall not affect any unit owner's percentage of interest in the common areas and facilities. No percentage of undivided interest appertaining to any unit shall be altered except upon the unanimous vote of all unit owners and their first mortgagees.

7. Amendment of Declaration. The Developer plans to construct a total of fourteen (14) units as the same are set forth and shown on the survey and subdivision plan for Homes at Meadowoods. Each unit shall have ascribed to it an undivided interest in the common areas and facilities which interest shall be permanent and cannot be altered without the consent of all unit owners. Each unit owner agrees by acceptance of the deed to his respective unit to such necessary re-computations respecting his ownership interest in common areas and facilities. Upon the request of the Developer for a written amendment to this condominium declaration each unit owner and his first mortgagee agrees to consent thereto whereby the percentage of interest as they may finally be established at the completion of the Homes at Meadowoods development herein will be set forth. Each unit owner by acceptance of his unit deed designates the Developer or his assigns or his attorney-in-fact to execute such an amendment to this Declaration to effectuate the foregoing.

8. Rights of Developer. The Developer reserves the right until the construction, marketing and sale of all units is completed to:

A. Change the size, number and location of buildings, units and other improvements, and the size, layout, and location of any unit for which a purchase and sales agreement has not been executed by the Developer or with respect to which the purchaser is in default. Any one change or all changes in the aggregate shall not be substantial. The change or changes shall be effective upon the recording of the amendment to this Declaration and/or the filing of modified floor plans indicating the change made. No change or changes in regard to size and number of buildings may be made without the consent of the unit owners and persons holding mortgages at the time of such change or changes.

B. Locate on the premises, even though not depicted on the survey and floor plans, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement, inspection of utility lines, wires, pipes, conduits and facilities, including, but not limited to, water, sewer, electric, telephone, natural gas and fuel oil.

C. Connect with and make use of utility lines, wires, pipes and conduits located on the property for construction and sales purposes that the Developer shall be responsible for the cost of service so used.

D. Use the common areas for ingress and egress and for the storage of construction materials and equipment used in the completion of the units and common areas.

E. Operate a sales office and have prospective purchasers and others visit that office and use certain portions of the common areas including roadways and parking spaces.

F. Install and maintain signs and lighting for sales.

G. With respect to any units remaining unsold by Developer, Developer may let or lease such units and use such units as models for display for purposes of sale or rental of the units.

This Section 9 shall not be amended without the consent of the Developer.

9. Encroachments. If any portion of the common areas and facilities, or any other unit, encroaches at any time upon any other unit or upon any portion of the common areas and facilities, as a result of minor variations or relocation during construction, settling of the building, alteration or repair to the common areas and facilities made by or with the consent of the Board of Directors, repair or restoration of a unit or building after damage by fire or other casualty, or as a result of condemnation or other eminent domain proceedings, an easement shall exist for the encroachment and for its maintenance so long as the building stands.

10. Eminent Domain.

(a) If a unit is acquired by eminent domain, or if a part of a unit is acquired by eminent domain leaving the unit owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the unit owner as compensation for his unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining units in proportion to the respective interests, votes and liabilities of those units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a unit remaining after part of a unit is taken under this subsection shall be thereafter a common area.

(b) If a part of the common areas or facilities is acquired by eminent domain, the Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining common areas or facilities among the unit owners in proportion to their respective percentages of undivided interest before the taking, but the portion of the award attributable to the acquisition of a limited common area must be equally divided among the owners of the units to which that limited common area was allocated at the time of acquisition.

(c) The court decree shall be recorded in the Cumberland County Registry of Deeds.

(d) Nothing in this Declaration or the By-Laws, rules or regulations of the Association shall be deemed to give the unit owner or any other party priority over any rights of a first mortgagee of a unit pursuant to its mortgage documents in the case of a distribution to such unit owner of condemnation awards for the taking of units and/or common areas and facilities.

11. Purposes. Each unit is intended to serve as a self-contained living unit and shall be subject to the rules and regulations and By-Laws of the Association.

No part of the property shall be used for other than a single-family dwelling, and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single-family or any such other persons to whom the members have leased the unit in accordance with this Declaration and the By-Laws of the Association. Rules and regulations restricting such use and occupancy may be promulgated by the Board of Directors, and each member shall be notified in writing of the rules and regulations thus promulgated.

The common areas and facilities shall be used only for access, ingress and egress to and from the respective units by the members, their lessees, guests, household help and other authorized visitors and for such other purposes as are incidental to the residential use of the respective units. The use, maintenance and operation of the common areas and facilities shall not be obstructed, damaged or unreasonably interfered with by any member. The Association and its authorized employees and representatives shall have access to and from the unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the common areas and facilities or any portion thereof.

12. Rules, Regulations and Expenses. Each unit owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by the Manager or Board of Directors on behalf of the Association of unit owners, or, in a proper case, by an aggrieved unit owner. No unit owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement, rights, appurtenances or other hereditament consisting of common areas and facilities without the unanimous consent of all other unit owners. Each unit owner shall pay to the Unit Owners' Association, or its authorized representative, monthly, or as otherwise required by said Association, his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common areas, parking areas and access drives, which expenses are hereinafter referred to collectively as "common expenses," and which shall include, but not be limited to, the cost and management of snow removal for the street, visitor parking area, and sidewalks; garbage and trash removal; outside building and roof maintenance, including painting, the cost of

7j

maintenance of lawn mowing and landscaping; the cost of maintenance of fencing; keeping parking lots, access drives and common areas in good repair; keeping the outside of buildings in good repair; the cost of street lighting; the cost of annual maintenance to the detention basin as provided in the Drainage Maintenance Agreement attached hereto as Appendix IV; the cost of maintenance of private utilities, etc. Such proportionate share shall be in the same ratio as said unit owner's percentage of ownership in the common areas. Payment thereof shall be in such amounts and at such times as may be provided by the By-Laws or regulations of the Association and subject to annual review and adjustment. In the event of the failure of a unit owner to pay such proportionate share when due, the amount thereof together with interest, costs and reasonable attorney's fees shall constitute a lien on the interest of such unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all prior recorded mortgages on the interest of such unit owner, when a mortgagee or a purchaser at a foreclosure sale obtains title to a unit, such acquirer of title, his heirs, successors and assigns, shall be liable for the entire unpaid share of the common expenses or assessments by the Association of Unit Owners chargeable to such unit, which became due prior to the acquisition of title to such unit by such acquirer.

In no event shall the swales or 5 to 10 foot buffer area be altered from that shown on the Home at Meadow Woods subdivision plan, dated _____ on file in CCRD Book _____ Page _____ without the approval of the City of Portland.

13. Miscellaneous Provisions. Each member shall maintain his unit in good condition and in good order and repair at his own expense and shall not do or allow anything to be done in his unit which may increase the rate or cause the cancellation of insurance on other units or on the common areas and facilities.

TK

Trash and garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner at the designated disposal area.

Each member shall, at his expense, maintain insurance on his unit in accordance with rules and regulations promulgated by the Association through its Board of Directors.

Each unit owner and/or owners shall be a regular member of the Association, a non-profit corporation organized under the laws of the State of Maine. Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the regular membership appurtenant to that unit to the transferee or transferees. A transfer in mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure.

A member may lease his unit pursuant to and subject to the provisions of this Declaration, the By-Laws of the Association, and other rules and regulations as may from time to time be promulgated by the Board of Directors, but in any event not for a period of less than one hundred eight days (180) days. Any such lease shall be in writing, with a copy of such lease forwarded to the Association or its designee. No such By-Law or rule or regulation shall be adopted which is now or is in the future prohibited by the Federal National Mortgage Association or by the Federal Home Loan Mortgage Corporation.

Household pets shall be allowed in such numbers and size as the Board of Directors determines will not create a nuisance to unit owners. No animals shall be permitted in any common area unless accompanied under leash by and under the direct supervision of a unit owner or member of unit owner's household.

No commercial activity of any nature shall be permitted on the premises.

No commercial vehicles shall be kept on the property except while conducting routine maintenance and repair.

No water craft, motor homes, RV's or other forms of recreational vehicles shall be kept on the property.

No unregistered vehicles may be kept on the property.

Each unit owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements within his own unit and patios and/or decks; provided, however, such maintenance, repair and replacements as may be required for the functioning of or for the bringing of utilities, such as water, gas, electricity and sewer to the unit, shall be furnished by the Association as part of the common expenses. Maintenance repairs and replacements of the refrigerators, stoves and other kitchen appliances, indoor and outdoor lighting fixtures other than street lighting and other electrical or mechanical appliances (including all heating, ventilation and air-conditioning systems which may be located outside of, but adjacent to the unit) of any unit owner shall be at the expense of such unit owner. Replacement of outdoor lighting as to type and style shall be dictated by the Board of Directors. Maintenance, repairs and replacements of the common areas shall be furnished by the Association as part of the common expenses. If the individual unit owner neglects to maintain his or her patio and/or deck, the Association shall have the right to perform the necessary maintenance and assess the unit owner for the cost of said maintenance.

With respect to certain detention basins, which have been constructed as a requirement by the Municipal Planning Board, the same will be maintained on a regular basis (at least annually) by the Association. All the roads within the area comprising Homes at Meadowoods Condominiums are to be private roads. The roads will be maintained, including snow removal, by the Association until or unless the same are accepted by the appropriate municipal authorities. Prior

7m

to any acceptance, said roads will be brought up to the standards set forth in the then existing municipal street and/or road ordinances.

It will be the responsibility of each unit owner to maintain snow removal from his assigned driveway, front step and walkway. If this maintenance is contracted to others by the unit owner, said unit owner will be held responsible for any damages inflicted on the adjacent common areas.

With respect to any units remaining unsold by Developer, Developer may let or lease such units and use such units as models for display for purposes of sale or rental of the units.

The Developer, its officers, employees, agents, servants, contractors, representatives, successors and assigns, shall have the reasonable right of access to all common areas and limited common areas so long as the Developer owns a unit or has substantially completed the Development, whichever occurs later. The Developer shall turn over control to the Association no later than July 1, 2005, without relinquishing any rights granted to the Developer in Paragraph 8 above.

In addition, the Association, its agents and employees, shall have a reasonable right of entry to any unit to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the condominium. The Association shall have the further right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes necessary for the proper operation of the condominium after the termination of the period of Developer's control as set forth in Paragraph 8 above.

The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon

each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a unit of any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the By-Laws.

In any voluntary conveyance of a unit deed, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association By-Laws and rules and regulations as they may from time to time be amended. The Developer or the Association shall make available to unit owners, prospective purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any unit, current copies of the Declaration, By-Laws and other rules and regulations governing the condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Developer or Association may, but shall not be obligated to, make them available at a reasonable charge.

14. Who to Receive Service of Process. The name of the person to receive service of process is Conrad C. Clark, of Portland, Maine, or such other person as the Board of Directors may determine and notification of such determination shall be filed in the Registry of Deeds for the County of Cumberland by said Board of Directors.

15. Insurance and Related Matters. The Association shall maintain hazard insurance, liability insurance, and fidelity bond coverage in such amounts and on such terms as may be required by Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage

Corporation (FHLMC) guidelines. Such guidelines are as follows as of the date of this

Amendment:

(a) HAZARD INSURANCE

(1) Master (or blanket) policy for condominium projects. The Owners' Association shall maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy shall cover all of the common elements that are normally included in such coverage, including, but not limited to, fixtures and building service equipment and common personal property and supplies belonging to the Owners' Association.

The policy shall also cover fixtures, equipment and other personal property inside individual units, whether or not the property is part of the common elements, excluding, however, furniture and other personal property belonging to the Unit Owners or occupants not customarily considered to be a part of the unit or the common areas and facilities for mortgage purposes.

(2) Required Coverage. The insurance policy shall protect against at least the following:

- (i) loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement; and
- (ii) all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement.

(3) Amount of Insurance. Insurance shall cover 100% of the current replacement cost of the Condominium facilities, including the individual units in the

Condominium. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage.

(4) Special Endorsements. The following endorsements to the Master policy are required:

- (i) Agreed Amount and Inflation Guard Endorsement, when it can be obtained;
- (ii) Construction Code Endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard;
- (iii) Steam Boiler Coverage Endorsement, providing at least \$50,000 coverage for each accident at each location, if any of the buildings of the Condominium are served by a steam boiler.

In addition the policy shall provide that:

- (i) any Insurance Trust Agreement will be recognized;
- (ii) the right of subrogation against unit owners will be waived;
- (iii) the insurance will not be prejudiced by any acts or omissions of individual unit owners that are not under the control of the Owners' Association; and
- (iv) the policy will be primary, even if a unit owner has other insurance that covers the same loss.

(5) Named Insured. Insurance policies for the Condominium shall name the Owners' Association for the use and benefit of the individual owners, as the named insured.

The "loss payable" clause shall show the Owners' Association or the insurance trustee as a trustee for each unit owner and the holder of each unit's mortgage.

The policy shall also contain the standard mortgage clause and shall name each mortgagee and its successors and assigns who holds a mortgage on units in the Condominium.

The proceeds of such insurance shall be applied by the Board for the reconstruction of the building, or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall be subject to the provisions of the Act with respect to application of insurance proceeds to the reconstruction of the building.

(6) Notices of Changes or Cancellation. The insurance policy shall require the insurer to notify in writing the Owners' Association or insurance trustee and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes a condominium's coverage.

(b) FLOOD INSURANCE. If any part of the Condominium is in a special flood hazard area – as defined by the Federal Emergency Management Agency – The Owners' Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the

premiums to be paid as a common expense. The policy shall cover the buildings and any other property located within the designated hazard areas.

The amount of insurance shall be at least equal to the lesser of:

- (i) 100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area: or
- (ii) the maximum coverage available for the property under the National Flood Insurance Program.

(c) LIABILITY INSURANCE. The Owners' Association shall maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas that are under its supervision. The insurance shall also cover commercial spaces that are owned by the Owners' Association, even if they are leased to others. The policy shall provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence.

The liability insurance shall provide coverage for bodily injury and property damage that results from the operation, maintenance or use of the Condominium common areas; and any legal liability that results from law suits related to employment contracts in which the Owners' Association is a party.

The policy shall provide for at least ten (10) days' written notice to the Owners' Association before the insurer can cancel or substantially modify it, and for similar notice be given to each holder of a first mortgage on an individual unit in the Condominium.

(d) FIDELITY BONDS. The Owners' Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Owners' Association, whether or not they receive compensation for their services. A

management agent that handles funds for the Owners' Association shall also be covered by its own fidelity bond.

Except for fidelity bonds that a management agent obtains for its personnel, all other bonds shall name the Owners' Association as an obligee and shall have their premiums paid as a common expense by the Owners' Association.

The fidelity bond shall cover the maximum funds that will be in the custody of the Owners' Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage shall at least equal the sum of three (3) months' assessments on all units in the Condominium, plus the Owners' Association's reserve funds.

The bonds shall include a provision that calls for ten (10) days' written notice to the Owners' Association or insurance trustee and to the holder of each first mortgage on an individual unit in the condominium before the bond can be cancelled or substantially modified for any reason.

(e) MISCELLANEOUS. The Owners' Association shall maintain such supplemental or other insurance coverage as may from time to time be required by FNMA or by FHLMC.

The premiums for all the aforementioned insurance coverages shall be common expenses. Each unit owner shall be responsible for his own insurance on the contents of his own unit, his additions and improvements thereto; decorations and furnishings; personal property therein and stored elsewhere on the property; and his personal liability to the extent not covered by the liability insurance provided by the Association.

If due to the negligent act or omission of a unit owner or of a member of his family or of a guest or other authorized occupant or visitor of such unit owner damage shall be

caused to the common areas or to a unit or units owned by others, and maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and applicable legal fees and such maintenance repairs and replacements as may be determined by the Association.

16. Mortgage Provisions.

(a) The unit owner who mortgages his unit, shall notify the Board of Directors of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Board of Directors.

(b) The-Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit.

(c) The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the By-Laws or Rules and Regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder of a mortgage covering such unit whose name and address has previously been furnished to the Board of Directors.

(d) Each mortgagee of a unit shall be permitted to examine the books, accounts and records of the condominium at reasonable times on business days and to require annual reports and other financial data of the Corporation.

(e) Notwithstanding anything to the contrary elsewhere contained in this Declaration or the By-Laws, the following provisions shall govern:

(1) The proper written approval of all first mortgagees of the units in the condominium will be required for any amendment to this Declaration or the

By-Laws which would change the percentage interest of unit owners in the condominium.

(2) Any first mortgagee of a unit shall be entitled, upon written request properly identifying itself and its mortgage interest, to inspect the books and records of the Condominium Corporation and to receive notice of a lapse, cancellation or material modification of any fidelity bond or insurance policy maintained by the Association.

(3) No provision of this Declaration or of the By-Laws shall be deemed or construed to give a unit owner, or any other party, priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common areas and facilities.

(4) A first mortgagee of a unit shall, at the request of such mortgagee, be entitled to prompt written notification from the Board of Directors of (i) any default by the mortgagor of such unit in the performance of such mortgagor's obligations under this Declaration and/or the By-Laws which is not cured within thirty (30) days, and (ii) any event of substantial destruction to, or condemnation or governmental taking of, such unit or any portion of the common areas and facilities appurtenant thereto.

(5) Any first mortgagee of a unit who obtains title to the unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed through foreclosure of the mortgage, or through deed (or

assignment) in lieu of foreclosure, shall take the property subject to any claims for unpaid assessments or charges against such unit which accrue prior to the acquisition of title to such unit by the mortgagees.

(6) Unless all of the first mortgagees (based upon one vote for each first mortgage owned) and unit owners have given their prior written approval, the unit owners and the Board of Directors shall not be entitled to:

(A) By act or omission, seek to abandon or terminate the condominium;

(B) Change the pro rata interest or obligations of any unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each unit in the common areas and facilities;

(C) Partition or subdivide any condominium units;

(D) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common areas and facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the condominium shall not be deemed a transfer within the meaning of this clause;

(E) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements,

TW

except as provided by this Declaration or by statute in case of substantial loss to the units and/or common areas and facilities of the condominium.

(7) An adequate reserve fund for maintenance, repairs and replacement of those common areas and facilities which must be replaced on a periodic basis shall be established and shall be funded by regular monthly payments rather than by special assessments, and a working capital fund shall be maintained by the Corporation equal to at least two months' assessments to each unit as calculated according to Article VI, of the By-Laws for the operation and maintenance of the common areas and facilities. Within one hundred twenty (120) days after the closing has been held for the first unit, Developer shall pay the equivalent of two months' share for each unit in the development to the working capital fund of the Association.

(8) Any agreement for professional management of the condominium shall provide that such management contract may be terminated by either party without cause and without payment of a termination fee on not more than ninety (90) days' written notice and the term of any such contract shall not exceed three years. The Association may terminate said agreement for cause upon thirty (30) days' written notice without payment of a termination fee.

(9) No unit owner shall be permitted to lease his unit for transient or hotel purposes and no unit owner may lease less than his entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that failure by the lessee to comply with the terms of such documents shall be a default under

TX

such lease. All leases shall be required to be in writing with a copy on file with the Board of Directors.

17. By-Laws. Prior to the date of this Declaration and the recording thereof, Homes at Meadowoods Condominium Association, a non-profit and non-stock corporation, was duly organized under the laws of the State of Maine. The Association shall be the governing body for all of the unit owners with respect to the administration, maintenance, repair and replacement of the property as provided by the Act, this Declaration and the By-Laws, a copy of said By-Laws are attached hereto and incorporated herein.

18. General Provisions. Matters of dispute or disagreement between Unit Owners or with respect to interpretation of application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be final and binding on all Unit Owners.

Each Unit Owner shall have the right to mortgage or encumber his own respective unit together with his respective ownership interest in the common areas and limited common areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof except his own unit and his own respective ownership interest in the common areas as aforesaid.

It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common areas, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common areas.

74

Each Unit Owner shall pay for his own telephone, water, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses. Both the Association and any aggrieved unit owners shall have legal recourse against any unit owner or the Association if he or it fails to comply with the provisions of this Declaration and the attendant By-Laws or any action taken pursuant thereto.

19. Method of Amending Declaration. Except to the extent expressly permitted or regulated by the Act, this Declaration may be amended by a vote or by written approval of the unit owners of units to which sixty-seven percent (67%) of the votes in the Association are allocated and written approval from eligible mortgage holders, as defined in the Act and this Declaration, representing fifty-one percent (51%) of the votes allocated to units that are subject to mortgages held by eligible holders who have given written notice of their status to the Association.

Notwithstanding the foregoing, except to the extent expressly permitted or required by the Act, the unanimous consent of all unit owners and the written approval of eligible mortgage holders representing sixty-seven percent (67%) of the votes allocated to units that are subject to mortgages held by eligible holders shall be required for any amendment that would:

- (a) Seek to terminate the legal status of the project for reasons other than substantial destruction or condemnation of the property;
- (b) Change the pro rata interest, obligations or voting rights of any units;
- (c) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided that the granting of easements

for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the condominium shall not be deemed a transfer within the meaning of this clause;

(d) Use hazard insurance proceeds from losses to any condominium property (whether to units or to common elements) for other than repair, replacement or reconstruction of such improvements, except as provided by this Declaration or the Act in case of substantial destruction of the condominium.

Notwithstanding the foregoing, any amendment which is merely to correct a technical error in the documents or to clarify a statement in the documents shall be deemed to be consented to by any eligible mortgage holder if such holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is submitted to such holder.

20. Name. The name of the buildings shall be Homes at Meadowoods Condominiums as shown on the survey.

IN WITNESS WHEREOF, North Star Enterprises, Inc., has caused this Declaration to be signed and sealed by Conrad C. Clark, its President, thereunto duly authorized on this _____ day of _____, 2000.

NORTH STAR ENTERPRISES, INC.

By: _____
Its: President

Taa

STATE OF MAINE
CUMBERLAND, ss.

Personally appeared the above named Conrad C. Clark, President of said North Star Enterprises, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said North Star Enterprises, Inc.

Before me,

Notary Public

766

APPENDIX I

A certain lot or parcel of land situated in said Portland on the northeasterly side of Forest Avenue, bounded and described as follows:

Beginning at an iron on the northeasterly side of Forest Avenue at the northwesterly corner of land conveyed by Eldridge G. Bailey to one Mitchell by deed recorded in Cumberland County Registry of Deeds in Book 1239, Page 212; thence running N 63° 57' E by said Mitchell land passing through an iron pipe at two hundred fifty-five and thirty-six hundredths (255.36) feet a distance of three hundred forty-six and five tenths (346.5) feet to an iron; thence running S 37° 48½' E eighty-five (85) feet to an iron; thence running N 65° 6½' E two hundred nine and fiftyeight hundredths (209.58) feet to an iron located one hundred (100) feet at right angles northwesterly from the northwesterly side of Newton Street; thence running N 5° 37' E five hundred fifty-two and seventy five hundredths (552.75) feet to an iron and land formerly of Myron Bailey; thence running by said Myron Bailey land S 45° W passing through an iron at six hundred eighty and twenty-five hundredths (680.25) feet a distance of nine hundred thirty-two and twenty-three hundredths (932.23) feet to an iron on the northeasterly side of Forest Avenue; thence running S 37° 48½' E by said Forest Avenue eighty and nine tenths (80.9) feet to the point of beginning.

Except so much of the above described parcel as was conveyed by the Grantors herein to Harrison Butterworth by deed dated June 27, 1991, and recorded in the Cumberland County Registry of Deeds in Book 9616, Page 56.

Also, a certain lot or parcel of land situated in said Portland on the southeasterly side of Stuart Street, bounded and described as follows:

Beginning at a point of said southeasterly side of Stuart Street three hundred forty-five and forty-eight hundredths (345.48) feet northeasterly by Stuart Street from the northeasterly side of Forest Avenue; thence southeasterly at right angles to Stuart Street eighty-four (84) feet, more or less, to the parcel of land above described; by said aforesaid land northeasterly at right angles fifty (50) feet to a point; thence northwesterly at right angles eighty-four (84) feet, more or less, to Stuart Street; thence southwestly by Stuart Street fifty (50) feet to the point of beginning.

Being a portion of the premises conveyed to the Grantors herein by Bessie A. Dennett by Warranty Deed dated July 1, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2963, Page 862.

Also, a certain lot or parcel of land situated in said Portland on the southeasterly side of Harmony Road shown as Lots 336-L-8 to 12 on the Assessor's Plans on file in the Assessor's Office at Portland City Hall, being the same property conveyed to Charles Rodway by Quit Claim Deed from the City of Portland and recorded in Book 6324 Page 133 in the Cumberland County Registry of Deeds.

Reference is made to the Final Subdivision of Condominium Plan of Homes at Meadowoods Condominiums dated _____ by Sebago Technics, Inc.

APPENDIX II**Unit Owners' Percentage of Interest in
Common Areas and Facilities:**

Unit #	Percentage of Common Ownership
1	7.1428%
2	7.1428%
3	7.1428%
4	7.1428%
5	7.1428%
6	7.1428%
7	7.1428%
8	7.1428%
9	7.1428%
10	7.1428%
11	7.1428%
12	7.1428%
13	7.1428%
14	7.1428%

16 Fernbank St.

Portland, Me.

Nov. 13, 2000

Joseph Gray, Jr.

Director of Planning and Urban Development

City Hall 389

Congress Street

Portland, Me. 04101

Dear Sir,

Thank you for the notice which I have received regarding the residential development in the area of Stuart Street. At a recent meeting of district "5" a man complained about the sewers problems in the area.

I do not want any more traffic in this area! We have had it! Enough is enough! I used to live in the country, but now I live in the city. Some house! It is hard to understand what the city thinks they are doing to the quality of life for all of us. I pity anyone who may, in all innocence, ~~may~~ live there. Please think about this! I beg you not to continue with this project.

Sincerely,

Virginia Phelps

DRAINAGE MAINTENANCE AGREEMENT

In Consideration of Subdivision approval granted by the Planning Board of the City of Portland to a plan of Subdivision Recording Plat of Homes at Meadow Woods Condominiums, dated January 9, 2001 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, North Star Enterprises, Inc., a Maine Corporation with a place of business at Portland, Maine, 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 swales, detention basin or basins and the inlet(s) to and the outlet or outlets therefrom the detention basin or basins, for the benefit of the said City of Portland, all persons in lawfull possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawfull 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 9th day of January, 2001

North Star Enterprises, Inc.

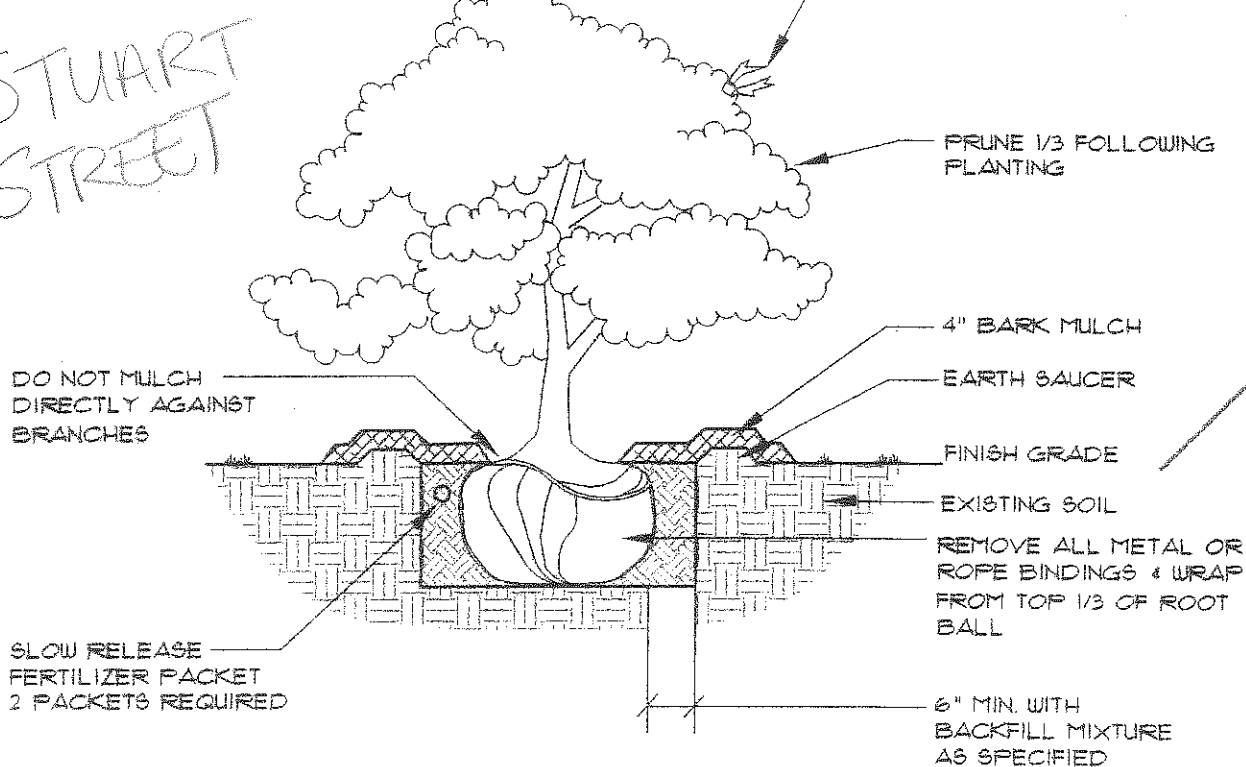
By: 

Conrad C. Clark

Its:

President

STUART STREET



DECIDUOUS & EVERGREEN SHRUB

NOT TO SCALE

PLANTING SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE / COMMENTS
AS	ACER SACCHARUM / SUGAR MAPLE	2 1/2" CAL.
FA	FRAXINUS L. 'SUMMIT' / GREEN ASH	2 1/2" CAL.
ZS	ZELKOYA S. 'VILLAGE GREEN' / ZELKOYA	2 1/2" CAL.
GT	GLEDTISIA T. 'SKYLINE' / HONEY LOCUST	2 1/2" CAL.
MS	MAGNOLIA STELLATA / STAR MAGNOLIA	8'-10' CLUMP
MC	MALUS 'SENTINEL' / SENTINEL CRAB	2" CAL.
PR	PINUS RESINOSA / RED PINE	6' HT.
TO	THUJA O. 'NIGRA' / ARBORVITAE	6' HT.
DC	DAPHNE 'CAROL MACKIE' / DAPHNE	18"-24"
EH	EUONYMUS HARLEQUIN / EUONYMUS	18"-24"
EE	EUONYMUS EMERALD GAJET / EUONYMUS	18"-24"
RA	RHODODENDRON 'APRIL MIST' / RHODODENDRON	18"-24"
SV	SPIRAEA 'VAN HOUTE' / SPIRAEA	24"-30" HT.
JS	JUNIPERUS 'SARGENT' / SARGENT JUNIPER	18"-24" HT.
JV	JUNIPERUS 'EMERALD SENTINEL' / UPRIGHT JUNIPER	3' HT.
EH	EUONYMUS 'HARLEQUIN' / EUONYMUS	18"-24" HT.
HS	HEMEROCALLIS SP. / DAYLILLY	
HA	HOSTA SP. / HOSTA	
AS	ASTILBE SP. / ASTILBE	
AR	ACER RUBRUM 'ARMSTRONG' / RED MAPLE	2 1/2" CAL.
CC	CRATEAGUS CRUS GALI 'TOBA' / HAWTHORNE	2 1/2" CAL.
CB	CARPINUS BETULUS 'FASTIGIATA' / HORNBEAM	2 1/2" CAL.
AC	AMELANCHIER CANADENSIS 'LAMARKII' / SHADEBUSH	5'-6' HT.
TF	THUJA OCCIDENTALIS 'FILIFORMIS' / ARBORVITAE	5'-6' HT.
PO	PICEA OMORIKA / SERBIAN SPUCE	5'-6' HT.
PS	PINUS STROBUS / WHITE PINE	5'-6' HT.
EC	SAMBULUS CANADENSIS 'ADAMS' / ELDERBERRY	18"-24" 2-3 ft
ES	LONICERA X SAKHALINENSIS / HONEYSUCKLE	2'-3' HT.
FS	FORSYTHIA X INTERMEDIA 'SUNRISE' / FORSYTHIA	18"-24"
SC	SYRINGA X CHINENSIS 'LILAC SUNDAY' / LILAC	5'
VC	VIBURNUM CARLESI 'CAYUGA' / VIBURNUM	18"-24"
HY	HAMAMELIS X VERNALIS / VERNAL WITCHHAZEL	18"-24"
WB	ILEX VERTICILLATA 'JIM DANDY' / WINTERBERRY	18"-24"
IR	ILEX VERTICILLATA 'RED SPRITE' / WINTERBERRY	18"-24"

LIGHTING: "TRADITIONARE" POST-TOP LANTERN ON 16' (ROUND-STRAIGHT ALUMINUM) POLE. MANUFACTURED BY MCGRAW-EDISON OR EQUAL.



Sebago Technics

Engineering & Planning for the Future

January 4, 2001
99172

Planning Board
City of Portland
389 Congress Street
Portland, ME 04101

Revised Final Plan Submission of Homes at Meadow Woods

Dear Members of the Board:

On behalf of North Star Enterprises Inc., I am pleased to resubmit this final subdivision submission of Homes at Meadow Woods, a 14-unit condominium project.

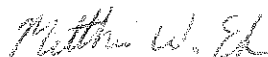
We were pleased to meet with you and hear your comments as well as those of the abutters at your meeting on December 12th. Unfortunately, a review of our submission made on the 12th was not possible. That submission did address many of the comments raised that evening. This meeting, and subsequent communications with the planning staff, has prompted this latest revision. The planning staff and City Arborist have requested that the entire vegetative buffer have plantings shown. This way, the largest number of plantings possible can be estimated and bonded. If the Arborist feels that areas within the vegetative buffer have sufficient existing vegetation, then the plantings in these areas will be reduced. The Landscape Plan has been revised to reflect these changes. The note regarding the house-side light shield has also been added.

The Subdivision Plan has also been altered. The limited common elements (private unit areas) have been reduced to the exterior steps and deck or patio. A note has been added to the plan to this reflect this change. A note has also been added to prevent any regrading. This is to prevent any drainage area from being altered.

If you have any questions during your review, feel free to contact us. We look forward to meeting with you to discuss these modifications. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.



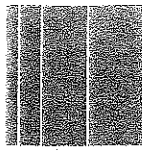
Matthew W. Ek, PLS
Project Manager

MWE:mwe/jc
Enc.

cc: North Star Enterprises Inc.

DEVELOPER PROFILE
for
Conrad C. Clark

- d.b.a. Neighborhood Planners, Inc.
 North Star Enterprises, Inc.
- 1973-1974 Presque Isle, Me.- Planned, gained necessary approvals and developed "City View Estates" a residential subdivision of thirty seven homesites.
- 1988-1990 Scarborough, Me.- Planned, gained necessary approvals and developed "Olde Blue Point Estates" an executive style nineteen lot residential subdivision.
- 1989-1991 Presque Isle, Me.- Planned, gained necessary approvals and developed a fifty nine lot mobile home park on twenty six acres. Park was sold to Walmart prior to completion in 1991.
- 1996-1997 Gorham, Me.- Employed by Maple Leaf Homes, Inc. of Fredericton, N.B., Canada to lease, obtain approvals and develop a retail sales lot on Route 25. Upon completion of project I was retained as sales manager for the operation.
- 1983-1999 Purchased and sold various parcels of residential development land located in South Portland and Scarborough all of which have been developed with the most recent approaching fifty percent completion.



Sebago Technics
Engineering & Planning for the Future

AH. 2

September 22, 2000
99172

Planning Board
City of Portland
389 Congress Street
Portland, ME 04101

Secondary Submission of Homes at Meadow Woods

Dear Members of the Board:

On behalf of North Star Enterprises Inc., I am pleased to submit this second submission of Homes at Meadow Woods, a 14-unit condominium project. At the July 25th Planning Board Workshop, several issues were raised. Please review this letter, the plans, and attachments for response to those issues.

We have obtained an easement agreement for a 50-foot wide drainage/utility easement crossing land of Charles Rodway to connect the site to Harmony Road. We have also completed a topographic survey of this easement area as well as the downstream area to the catch basin on Milton Street.

You requested enhancements on the building elevations. We have added an additional window to each end of each building on the first floor and a sky light on each unit on the rear. We have added the proposed landscaping to the elevation views and combined the units with the garages to all views. See the attached 11" x 17" color copies. Also as requested, we provided an elevation view of Units 12 and 13 with the landscaping and the double retaining wall between them.

We enhanced the landscape plan to reduce the use of stockade fence as the sole buffer. We added the stockade fence and split rail fence details to the landscape plan. A stockade fence end section will be used at every fence end to transition the fence section into the landscape section. The drainage swales near the property boundaries have not been put underground. The drainage swales provide stormwater treatment and the landscaping chosen will endure the temporary drainage flow without hindering the flow.

The abutting house locations have been added to the subdivision plan. The houses were taken from aerial photographs with a few field verifications.

The lighting photometric plans have been included as an attachment with this submission. There are cutoffs on the lights to minimize the light intrusion onto abutting properties. The proposed lights are "Traditionare" post-top lantern on 16-foot (round-straight aluminum) pole (manufactured by McGraw-Edison, or equal).

Local contractors are estimating the cost of construction now. Upon receipt of those estimates, the developer will obtain an accurate financial capacity letter. This capacity letter will be submitted with the final submission. The condominium documents shall be submitted with the final submission as well.

The developer is in discussion with the owner of Stuart Street, discussing the City acceptance or permission to enter utilities in his privately owned street.

The site had a sidewalk on the proposed entrance drive. We have added a 5-foot wide sidewalk on the pavement in the center of the loop drive. This sidewalk would have a white painted line separating the loop drive and the sidewalk. This will allow the proposed drainage to run off the drive and on the embankments of the center area. This grass drainage around the edges of the center area will help the treatment of the stormwater.

Upon your review of this letter and application package, please call with any questions or comments. We look forward to meeting with the Board and staff to discuss this project in more detail. Thank you for your consideration.

Sincerely,

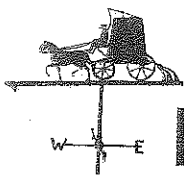
SEBAGO TECHNICS, INC.

Matthew W. Ek

Matthew W. Ek, PLS
Project Manager

MWE:mwe/jc
Enc.

cc: North Star Enterprises Inc.



Portland Water District

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

Received
5/1/00 AH.3
SEBAGO TECHNICS

(207) 774-5961
FAX (207) 761-8329
www.pwd.org

April 28, 2000

Mr. Matthew W. Ek, PLS
Sebago Technics, Inc.
P.O. Box 1339
12 Westbrook Common
Westbrook, Maine 04098-1339

Re: Meadow Woods, Portland

Dear Matthew:

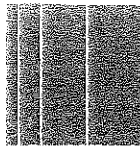
The Portland Water District has an 8" water main in Stuart Street, Portland, near the proposed site. A test on a nearby hydrant produced the following results: static pressure 62 psi; residual pressure 49 psi; with a flow of 1175 gpm. With these results in mind, the District feels we have sufficient capacity available to serve this proposed project and meet all normal fire protection and domestic water service demands. **Please notify your plumber of these results so that they can design your system to best fit the available pressure.**

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

Sincerely,

PORTLAND WATER DISTRICT

David W. Coffin, PLS
Engineering Supervisor



Sebago Technics
Engineering & Planning for the Future

Att. 4

October 27, 2000
99172

Planning Board
City of Portland
389 Congress Street
Portland, ME 04101

Revised Preliminary Submission of Homes at Meadow Woods

Dear Members of the Board:

On behalf of North Star Enterprises Inc., I am pleased to submit this revised preliminary submission of Homes at Meadow Woods, a 14-unit condominium project. Since our workshop meeting with you on July 25th, we have resubmitted plans addressing the Planning Board's comments. The planning staff had further comments with this submission.

We met with Jeff Tarling, the City Arborist, on site on October 4th. We discussed the existing vegetation and the possibility of keeping a ten-foot buffer where there is adequate existing vegetation. We determined that this could be done in most areas. The landscape plan has been revised to show the vegetation buffer areas. A note has also been added stating that, where the proposed vegetative buffer does not have an existing vegetative buffer, the developer shall place six foot evergreen trees ten to fifteen feet on center in a staggered formation.

We met with members of the planning staff, the Development Review Services Manager, and the Development Review Coordinator on Monday October 16th to discuss further issues. We discussed the meeting and results with the City Arborist. The lighting schematic plan copies were provided. We reviewed the drainage system. An agreement was reached to add several storm drain field inlets near the perimeter of the project to reduce the amount of flow in the surface swales. The perimeter swales were shifted to allow for the vegetative buffer as shown. All off-site drainage was moved into underground pipes. Copies of the drainage easement option with Charles Rodway connecting the site to Harmony Road were provided. The detention pond was sized to allow for a major reduction in off-site flow in the post-development calculations. Currently, the peak off-site flow for the 25-year storm is 18 cfs. With the proposed system, this will be reduced to a 6 cfs flow.

We look forward to meeting with you again to discuss these modifications.

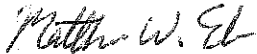
October 27, 2000

Att. 4a

Upon your review of this letter and application package, please call with any questions or comments. We look forward to meeting with the Board and staff to discuss this project in more detail. Thank you for your consideration.

Sincerely,

SEBAGO TECHNICS, INC.



Matthew W. Ek, PLS
Project Manager

MWE:mwe/jc
Enc.

cc: North Star Enterprises Inc.

Proposed Site

Att. 5



Proposed Site

Att. 5a



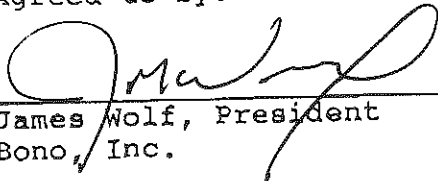
Att. 6

Bono, Inc., a Maine Corporation, being the present owner of Stuart Street in Portland, Maine, as of October 31, 2000 hereby agrees to convey sewer and water connection rights to North Star Enterprises, Inc under the following terms. Any rights granted shall not waive those fees payable by North Star Enterprises to the Portland Water District and the City of Portland for street opening or connection permits.

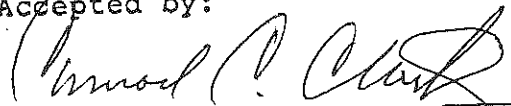
1. The fee for each housing unit being connected shall be \$ 1,000.00
2. The amount of \$ 4,000.00 representing the connection fee for four housing units shall be paid to Bono, Inc. upon its signing of this agreement by a duly authorized officer of Bono, Inc.
3. Upon final approval of the " Homes at Meadowoods " project currently under review by the Portland Planning Board and final determination as to the number of housing units to be allowed, North Star Enterprises, Inc. shall remit within ten days of final approval the amount due Bono, Inc. for the remainder of housing units to be connected in accordance with the terms of this agreement.

Dated: 10/31/00

Agreed to by:


James Wolf, President
Bono, Inc.Dated: 10/31/00

Accepted by:


Conrad C. Clark, President
North Star Enterprises, Inc.

I, Charles Rodway, sole owner of property located on Harmony Road, Portland, Maine and shown in Assessor's Office 336-L-8 To 12 being property directly abutting a proposed development by North Star Enterprises, Inc. and referred to as Homes at Meadowoods agree upon receipt of an undisclosed amount to convey a 50' (fifty foot) easement across my property to Harmony Road for the purpose draining surface water, runoff, storm water and ground water from Grantee's Land and the right and easement to lay, maintain, repair and replace utility lines, including without limitation, gas, electricity, telephone, sewer, water and cable TV, and otherwise make improvements to meet standards required by the local municipality for development of Grantee's Land. The granted easement shall not be used to erect above ground utility polls or wires.

Dated: 9/8/00

By: Charles B. Rodway

Owner: Charles Rodway



AH. 8

Joseph E. Gray Jr.
Director

CITY OF PORTLAND

August 4, 2000

Matthew Ek
Project Manager
Sebago Technics
One Chabot Street
Westbrook, ME 04098-1339

RE: Homes at Meadow Woods, Stuart Street

Dear Matthew:

At the Planning Board workshop meeting on July 25, 2000 regarding the Homes at Meadow Woods project, a number of issues were raised by the Planning Board and staff. Following are the issues raised that should be addressed prior to the next workshop meeting scheduled for August 22, 2000.

1. **Drainage**

- I understand that you are in discussion with the property owner on Harmony Road for an easement to pipe drainage over their property. The Developer Review Coordinator has requested that the stormwater report address the downstream conditions. Has the applicant looked into piping the drainage from the site to Lynn Street?
- Attached is the Development Review Coordinator's memo. The comments shall be addressed.

2. **Elevations**

- As mentioned in the Planning Board memo, the rear and side elevations should be enhanced. One suggestion would be to add more windows on these elevations.
- A front elevation rendering should be submitted showing the relationship of the units to the garage and to one another.
- An elevation should be submitted showing the relationship of the proposed buildings to the proposed retaining wall. A cross section of the retaining wall shall be submitted along with catalogue cuts of the proposed retaining wall.

3. **Buffers/Landscaping/Preservation**

- A preservation plan shall be submitted. It appears that there are a number of large mature trees that could possibly be preserved.
- It was mentioned at the meeting that because of the drainage swales along the exterior of the site, it would be hard to do much preservation or to increase the amount of landscaping to buffer from the abutting properties. Staff is recommending that the applicant look into piping the drainage to the detention pond instead of using drainage swales. There is a 10 – 12 unit townhouse development on Walton Street, which went into a residential neighborhood. That development seems to work well, because the applicant maintained a buffer around the property.
- Details and catalogue cuts should be submitted for the stockade fence and the split-rail fence proposed.
- The City Arborist is currently reviewing the landscape plan. When comments are available, they will be forwarded to you.

4. **Adjacent House Locations**

- The applicant should show on the plans, the location of houses on abutting properties. The applicant should provide existing topography of abutting properties if possible. If you cannot get permission from the abutting property owners, than approximate locations of homes by aerial photos would be acceptable.

5. **Lighting**

- Catalogue cuts of lighting should be submitted along with a lighting photometric plan.

6. **Other Information**

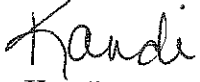
- A letter of financial capability shall be submitted.
- Proposed condominium documents should be submitted for review by Corporation Counsel
- Utility capacity letters shall be submitted.
- The applicant shall obtain and submit the rights from the developer of Stuart Street to tie into existing utilities.
- The Fire Department is recommending that the access drive be 24 ft. wide based on Fire Safety standards.

AH. 86

- Staff is recommending that the applicant provide an interior sidewalk to connect Stuart Street to the units and to the recreation area.

Any further comments will be forwarded to you as soon as they are received. If you have any questions, do not hesitate to contact me at 874-8901.

Sincerely,



Kandi Talbot
Planner

CC: Alex Jaegerman, Chief Planner
Steve Bushey, Development Review Coordinator



278-2041
AH-9
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

September 27, 2000

Mr. Matthew Ek
Project Manager
Sebago Technics
One Chabot Street
Westbrook, ME 04098-1339

Re: Homes at Meadow Woods, Stuart Street

Dear Mr. Ek:

After review of your recent submission, dated September 22, 2000, regarding the Homes at Meadow Woods project located in the vicinity of Stuart Street, the following information will need to be submitted or addressed prior to scheduling this project for a workshop. This information includes:

1. It has been stated that an easement agreement for a 50-foot wide drainage/utility easement crossing land of Charles Rodway to connect the site to Harmony Road has been obtained. Please submit that agreement to the staff for review.
2. Your letter mentions that the developer is in discussion with the owner of Stuart Street. Because Stuart Street is not a City accepted street, the applicant must obtain and submit the rights from the developer of Stuart Street to tie into existing utilities. The applicant must submit an agreement with the owner of Stuart Street.
3. Staff has serious reservations regarding the design of this project and how the design relates to our standards. The purpose of the R-3 zone is to allow planned residential unit developments on substantially sized parcels, which respond to the physical qualities of a site and complement the scale, character and style of the surrounding neighborhood.

This parcel of land is largely wooded with mature vegetation. This vegetation is the most distinctive natural feature of this property. Planned residential unit developments must meet the following standard. Section 14-526(14)a states "design relationship to site: The layout and design of buildings, roadways, parking areas, open spaces, recreation amenities, landscaping, drainage facilities and control mechanisms and other site improvements are organized to complement and accentuate the natural topography, vegetation, streams, water features, and other existing features of the site..." The plans do not appear to meet this standard.

Att. 9a

The standards require more preservation of existing vegetation. In order to preserve more vegetation, the applicant may wish to consider reducing the number of units. If the number of units were reduced, the remaining buildings and pavement could be arranged to provide more preservation of existing vegetation.

Staff is also strongly urging the applicant to design an underground pipe system to route perimeter stormwater to the detention basin, instead of using surface drainage swales. The swales require the removal of all natural vegetation and prohibit the planting of a buffer. Staff is also extremely concerned with the drainage swales around the exterior of the property, because of the concern that it would not be possible to do the grading without encroaching on abutting properties.

This is a preliminary review of the submission. Any additional comments will be submitted to you upon receipt.

As mentioned previously, this project will not be scheduled for Planning Board review until these major issues are resolved. The resolution of these issues may require the redesign of the project. If you have any questions or would like to set up a meeting to discuss these concerns, please do not hesitate to contact me at 874-8901.

Sincerely,



✓ Kandice Talbot
Planner

CC: Alex Jaegerman, Chief Planner
Sarah Hopkins, Development Review Services Manager
Conrad Clark, North Star Enterprises Inc.



CITY OF PORTLAND

October 24, 2000

Matthew Ek
Project Manager
Sebago Technics, Inc.
One Chabot Street
Westbrook, ME 04098-1339

RE: Stuart Street

Dear Mr. Ek:

Corporation Counsel has reviewed the purported "easement agreement" for property owned by Charles Rodway located on Harmony Road. The following comments have been generated:

1. Is this document an option agreement?
2. Is it intended to be a deed conveying an easement? If so, the following changes are required:
 - a. Title "Easement Deed."
 - b. Identification of grantor and grantee.
 - c. Proper conveying language.
 - d. The deed must have a metes and bounds property description.
 - e. The deed must be notarized.

These comments are made to benefit not only the City, but also you, as the developer. If you have any questions, please do not hesitate to contact me at 874-8901 or Penny Littell at 874-8480.

Sincerely,

Kandice Talbot
Planner

cc: Alexander Jaegerman, Chief Planner
Sarah Hopkins, Development Review Services Manager
Penny Littell, Corporation Counsel

Att. II

From: Jeff Tarling
To: Kandi Talbot
Date: Tue, Oct 10, 2000 9:19 AM
Subject: Stewart Street

Kandi,

I met with the developers and engineer for the Stewart Street project Friday on site. The only way to save some of the buffer vegetation is to save 10-15' along the property line. This would mean that the drainage swail would need to be surface and closer to the buildings than the property line. I feel the saving of the existing trees would cause less impact for the neighborhood. There also might be trees in the recreation area that would be good to save, can they save a few? Also, the condition note would relay that the City Arborist will review save areas prior to cutting or something like that...

Jeff Tarling

AH. 12

From: Jeff Tarling
To: Kandi Talbot
Date: Wed, Nov 8, 2000 3:29 PM
Subject: Re: Stuart Street

Kandi,

I reviewed the plans and the notes, it looks ok, I would like the condition to mention that the buffer area be marked and protected. I wasn't sure if fencing would be an option... how do the neighbors feel?

Jeff t

AH. 13

From: Anthony Lombardo
To: Kandi Talbot
Date: Wed, Oct 11, 2000 11:03 AM
Subject: Meadow Woods...10/11/00

I have reviewed the submittal dated 9/22/00 and offer the following Public Works comments:

1. The applicant proposes to tie the storm drain system into a catch basin located in Milton Street, an unaccepted City street. As a result, the applicant must show proof of an agreement from the developer of Milton St. which allows this connection.
2. The proposed sanitary sewer system connects into the main located in Stuart St., an unaccepted City street. Once again, the applicant must provide proof of an agreement, from the developer of Stuart St., which allows this connection.