

400-D-3
Ray Street
Faulbrock Woods
Faulbrock Inc.

on spreadsheet

SEDIMENTATION AND EROSION CONTROL PLAN

A detailed sedimentation and erosion control plan has been submitted for this project. Erosion control measures included are hay bales, siltation fencing, stone checkdams, riprap channels, riprap aprons on all culverts, mulching, temporary and permanent seeding. If the project is constructed as specified in the erosion control plan, there should be no significant erosion or sedimentation either on or off the site.

LAND USE CONSULTANTS INC

September 18, 1992

2608

STORMWATER MANAGEMENT REPORT
FALLBROOK WOODS
PORTLAND, MAINE

INTRODUCTION

This report addresses the stormwater analysis conducted for the proposed Fallbrook Woods in Portland. The owner, Fallbrook Incorporated, proposes the construction of a 56-bed boarding health care facility. The project will consist of a single building and associated parking areas, a site access drive and gravel fire lane.

The site contains 12.6 acres and is located on an undeveloped back parcel west of Ray Street and south of Allen Avenue in the North Deering area of Portland. The site gains access to Ray Street over Merrymeeting Drive; a private way extending westerly from Ray Street which is the access drive for Fallbrook Condominiums. Merrymeeting Drive dead-ends near the site boundary. Much of the area adjacent to the parcel is residentially developed.

METHODOLOGY

For this study, a clone of the Soil Conservation Service (SCS) TR-20 Computer Modeling Method was used. This method was used to evaluate the peak flow rates for the 2, 10, and 25-year recurrence interval storm events for the pre(1981) and post-development conditions. The SCS Type III, 24-hour storm distribution was used.

The software used for the analysis was Hydrocad Version 3.02 developed by Applied Microcomputer Systems of Chocorua, N.H.

SITE TOPOGRAPHY AND COVER COMPLEX

NOTE: Refer to the Existing Conditions, Plan Sheet 2 for site characteristics and wetland identification numbers.

The parcel is mostly wooded with the exception of a graded gravel access road and cleared area in the northwestern area of the site. The gravel road extends from the dead-end of Merrymeeting Drive into the site for approximately 350 feet. A small area of overgrown grasses and brush has resulted from previous clearing over a small section of the site near the gravel road. The woods on site are a mix of mature pine and oak with some secondary growth. The undergrowth is generally vegetated with low shrubs and plants.

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12" PVC inlet in "The Residences" storm drainage system. The calculated pre-development peak flow rates for Watershed A as it discharges off-site are:

$$Q_2 = 2.1 \text{ CFS} \quad Q_{10} = 4.7 \text{ CFS} \quad Q_{25} = 6.0 \text{ CFS}$$

WATERSHED B

Watershed B includes the remaining portion of the site as well as off-site area to the east, south and west. It was broken down into 4 sub-watersheds labelled B1 thru B4 on the plan. The entire watershed encompasses 15.6 ± acres of which 10.8± acres are wooded, 3.4± acres are grassed, 1.0± acres is meadow and 0.4± is impervious.

Generally the runoff in this watershed travels to the southeast via sheet, shallow concentrated and then channel flow thru on existing intermittent stream which discharges off-site. After leaving the southeast corner of the site, the flow travels between two residential lots towards Ray Street where it discharges into a combined sewer and stormwater system via a 10" CMP inlet. The calculated peak flow rates for Watershed B into the 10" inlet are:

$$Q_2 = 8.1 \text{ CFS} \quad Q_{10} = 19.0 \text{ CFS} \quad Q_{25} = 24.6 \text{ CFS}$$

Based on these calculations, the existing 10" inlet is inadequate in size to convey all storm events. Therefore, the flow is detained behind the inlet until it can be accepted by the system.

POST-DEVELOPMENT DRAINAGE

NOTE: Refer to the Post-Development Drainage Plan for Fallbrook Woods dated 9/15/92 for details.

As is the pre-development condition, the site was again broken down into Watershed A and B and the same discharge points were analyzed. On-site detention will be used, one basin in Watershed A and two basins in Watershed B, to detain post-development peak flow rates and discharge them at pre-development levels.

WATERSHED A

Post-Development Watershed A is located in the northwestern portion of the site. The Watershed will include the front portion of the proposed building and the majority of the proposed impervious drives and parking. Watershed A will encompass 2.4± acres of which 0.3± acres will be wooded, 1.1± acres will be grassed, 0.3± acres will be meadow and 0.7± acres will be impervious. As in the pre-development condition the runoff will generally flow from the east and west via sheet flow towards the center of the watershed. From here it will flow to south via the existing wetland channel to twin 12" RCP culverts which will pass beneath Merrymeeting Drive and into a proposed detention basin.

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WATERSHED	PRE-DEVELOPMENT Q(CFS)			POST-DEVELOPMENT Q(CFS)		
	2-YR	10-YR	25-YR	2-YR	10-YR	25-YR
A	2.1	4.7	6.0	1.8	3.7	4.4
B	8.1	19.0	24.6	8.1	17.2	23.0

CONCLUSION

The site on which Fallbrook Woods is proposed is divided into two separate and distinct watersheds. Watershed A which discharges to the west empties into "The Residences" condominiums stormwater system. By utilizing the proposed detention basin, the post-development peak flow rates for Watershed A will be less than the existing (pre-development) flow rates.

In the pre-development condition, Watershed B discharges off-site via an existing intermittent stream and then into a 10" CMP inlet in the Ray Street combined storm and sanitary sewer system. Based on these calculations, this existing inlet is insufficient in size to convey any of the storms analyzed and therefore ponding behind this inlet is presently occurring.

For the post-development condition, we are proposing two detention basins to control the peak flow rates and discharge them below pre-development levels via the existing intermittent stream. We also recommend extending the combined storm and sanitary sewer system from Ray Street to the southeastern property corner via an existing easement across abutting parcels. It may be possible to increase the size of the pipe (from 10") to alleviate some of the existing flooding which is presently occurring. However, since this is a combined sewer/stormwater system, the city would need to agree to accept the increase in storm flows to the system.

Therefore, by utilizing the proposed detention basins, the post-development peak flow rates will be at or below pre-development levels and existing flooding problems will not be increased and may be somewhat less.

Respectfully submitted,

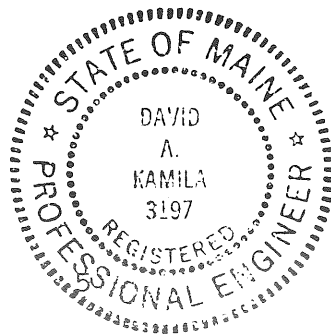


William R. Walsh, III
Engineer



David A. Kamila, P.E.

WW/b



CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Chair DeCoursey and Members of the Portland Planning Board

FROM: Deborah Andrews, Senior Planner

DATE: September 29, 1992

SUBJECT: Site Plan, Subdivision and Conditional Use Review of Proposed Elderly Care Facility located off Ray Street; Fallbrook Inc., Applicant

On August 25, representatives of Fallbrook Inc. appeared before the Planning Board to present concept plans for Fallbrook Woods, a 28-unit licensed board care facility for the elderly to be located off Ray Street, adjacent to Fallbrook Condominiums. Since the August workshop, the applicant has refined plans for the project and, at the Board's request, submitted additional information regarding the relationship and legal agreements between Fallbrook, Inc. (the applicant) and the owners of Fallbrook Condominiums, from which Fallbrook Inc. acquired the land for the proposed project. On Tuesday, the Board will continue its review of the applicant's site plan, conditional use and amended subdivision application.

SUBDIVISION REVIEW

As the Board will recall from the first workshop, Fallbrook Inc. recently acquired from MERREAL Corporation the remaining 12.64 acres of undeveloped property within the approved Fallbrook Condominium subdivision. While the original subdivision called for a 4-phase condominium development, only the first phase was completed when the present applicant acquired the remaining land in 1991. As is obvious from the proposed plan, the present owners do not intend to develop the remaining 3 phases of the original project, but rather to construct the proposed congregate care facility on a portion of the remaining land. Accordingly, an amendment to the previously approved subdivision will need to be approved. In essence, the revision consists of the splitting of the parcel into two lots. Whereas the original subdivision called for a single lot with multiple condominium units to be developed over 4 phases, the revised subdivision calls for 2 lots - one of which has multiple condominium units (Fallbrook Condominium), and the other of which has a single, multi-unit structure (Fallbrook Woods congregate care facility). Fallbrook Inc., developers of the congregate care facility, and the condominium association are co-applicants for the amendment to the subdivision. (Within a matter of days, the condominium association will own the first parcel outright, eliminating MERREAL Corporation's interest in the project).

At the Board's last workshop there was discussion of the rights and responsibilities of the respective owners regarding various aspects of both projects. As is clear from the enclosed attachments, completion of the site amenities required under the Phase I Fallbrook Condominium development is solely the responsibility of the condominium association. MERREAL Corporation is in the process of transferring to the condo association the necessary funds to complete the improvements and we expect to have a fully executed agreement between parties regarding this issue before the public hearing. Paul Mergener, president of the Fallbrook Condominium Association, will be available at Tuesday's workshop to discuss plans for completing the required improvements.

Regarding use and maintenance of the shared access road (Merrymeeting Drive), Attachments 3 and 6 are pertinent. Attachment 3 is a copy of the quit claim deed which includes the easement for the right of way. Attachment 6 is a copy of the roadway maintenance agreement being finalized between Fallbrook Inc. and Fallbrook- A Condominium.

Two final notes regarding the proposed subdivision: First, as the Board might recall from the preliminary workshop, Fallbrook Inc. acquired the rights to construct 4 remaining units within the Fallbrook Condominium lot when it acquired the remaining land. As Attachment 5 indicates, Fallbrook Inc. is relinquishing those development rights. It is anticipated that the required Fallbrook Condominium site improvements will be constructed in the approximate location of these unbuilt units. Second, the applicant had earlier discussed the possibility of dividing the remaining 12.64 acres into two lots. For a variety of reasons, they have elected not to divide the parcel.

SITE PLAN REVIEW

The basic site plan for Fallbrook Woods has changed very little since the Board's initial review. Attachment 1 is Land Use Consultants' detailed description of the proposed site plan. In brief, lot coverage of the proposed development is 1.49 acres or 11.8 percent of the 12.64 acre site. The 27,600 square foot building is triangular in plan with a central open landscaped courtyard. The facility is to feature 28 units, designed for either single or double bed occupancy. Flanking the main entry, which faces Merrymeeting Drive and the Fallbrook Condominium project, are administrative offices and other common facilities. Residents' rooms are concentrated within the other 2 sides of the triangular structure. A dining/activity room, nurses station, and lounge are located at the three corners.

Principal access to the facility is from Ray Street over Merrymeeting Drive, a private way. Merrymeeting Drive, which was constructed as part of the Fallbrook Condominium development, will be extended approximately 450 feet to serve this project. In addition, a 16-foot wide gravel emergency access road will be constructed from Ray Street, opposite Nevada Avenue, connecting to the end of Merrymeeting Drive. The emergency lane will be gated at both ends, with a Knox lock. The access scheme within the project has been approved by Lt. Wallace Garroway, Fire Prevention Bureau, and Bill Bray, Traffic Engineer. Regarding the development's traffic impact on area, Mr. Bray is satisfied that the proposed project represents a decrease in potential impact from the originally approved condominium project.

The site plan provides for a total of 21 parking spaces. This count has been based on maximum capacity of the building with all 28 rooms in double room occupancy, and the expectation of 10 staff persons on site at any one time. While full double room occupancy is not anticipated, the developers have projected the most intensive use for purposes of parking calculation. The proposed parking meets the requirements of the ordinance.

The applicant has submitted a thorough wetland study and stormwater management report, which have been reviewed by Planning Staff Engineer, Melodie Esterberg. Included in this packet is a memo from Ms. Esterberg regarding the project's provisions for stormwater management and sedimentation & erosion control (Attachment 11).

Regarding design of the structure and its compatibility with surrounding development, there is no question that the proposed use is an institutional one and as such the multi-unit building will be distinct from other types of residential structures in the vicinity. However, its building materials (clapboard siding, asphalt shingle roof), together with its heavily wooded screening from most other developments in the area, makes for a reasonably compatible development.

Regarding landscaping and screening after development, the lot will remain mostly wooded with the exception of the immediate development site. New trees and shrubs will be planted adjacent to the parking areas and around the perimeter of the building. The plan also includes tree preservation provisions. Jeff Tarling, City Arborist, has not yet had an opportunity to review the landscaping plan.

CONDITIONAL USE REVIEW

In reviewing the request for an institutional use in an R-3 residential neighborhood, the Board will consider the impact of the institutional use's operations on surrounding residential development. As stated above, from a traffic perspective, the project will have a relatively minimal impact. Few, if any, of the residents are expected to own a car and visitation is generally light. There will be no more than 10 staff persons on site at any one time. Bob Feeney, who is to manage the proposed development, will be available at Tuesday's meeting to discuss other operational considerations.

ATTACHMENTS:

1. 9/15/92 letter from Land Use Consultants summarizing proposed project.
2. 9/14/92 letter from Fallbrook Inc.
3. Quit Claim Deed
4. Executed agreement between MERREAL Corp & Fallbrook Inc. for transfer and assumption of Special Declarant Rights
5. Draft agreement between Fallbrook Inc. & Fallbrook, A Condominium Unit Owners Association re: Special Declarant Rights
6. Draft Roadway Maintenance Agreement
7. Copy of proposed recording plat, with referenced Phase I subdivision attached
8. Proposed Site Plan
9. Proposed Drainage Plan
10. Proposed Building Elevations
11. Memo from Development Review Coordinator, Melodie Esterberg, regarding stormwater management
12. Excerpt from submitted Stormwater Management Report



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J. David Haynes, R.L.A.
David A. Kamila, P.E.
Bradley H. Hare, R.L.A.
Frederic Licht, Jr., P.E.
John D. Roberts, P.L.S.

September 15, 1992

ATTACHMENT 1

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

Attention: Deborah Andrews

Fallbrook Woods, Off Ray Street, Portland, Maine

Dear Board Members:

On behalf of Fallbrook, Inc., we forward herein a Site Plan Review submission for the Fallbrook Woods healthcare boarding facility located off Ray Street on Merrymeeting Drive. The enclosed plan and technical documentation have been prepared in accordance with Chapter 14, Portland Land Use Ordinance, Article V, Sections 14-521 through 14-540, Site Plan. Also, with this submission, we are seeking Conditional Use approval for development of an intermediate care facility in an R-3 zone as specified under Article III, Section 14-78 Conditional Use.

Plans and technical documentation submitted as a part of this application are as follows:

- 1) Standard Boundary Survey, prepared by Land Use Consultants, Inc., dated 9/15/92, sealed by John D. Roberts, PLS #1155, Sheet 1 of 8.
- 2) Existing Conditions Plan, prepared by Land Use Consultants, Inc., dated 9/15/92, Sheet 2 of 8.
- 3) Pre-Development Drainage Plan, prepared by Land Use Consultants, Inc., dated 9/15/92, Sheet 3 of 8.
- 4) Grading and Utilities Plan, prepared by Land Use Consultants, Inc., dated 9/15/92, Sheet 4 of 8.
- 5) Illustrative Landscape Layout and Details Plan, prepared by Land Use Consultants, Inc., dated 9/15/92, Sheet 5 of 8.

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- 6) Post-Development Drainage Plan and Erosion Controls, prepared by Land Use Consultants, Inc., dated 9/15/92, Sheet 6 of 8.
- 7) Construction Details, prepared by Land Use Consultants, Inc., dated 9/15/92, Sheet 7 of 8.
- 8) Construction Details, prepared by Land Use Consultants, Inc., dated 9/15/92, Sheet 8 of 8.
- 9) Building Elevations Plan, prepared by Architectural Design Concepts, Inc.
- 10) Deed from MERREAL Corp. (MMII Real Estate Corporation) for Fallbrook Inc., dated December 20, 1991, CCRD Bk. 9831, Pg. 59, showing title to the project area.
- 11) "Wetland Delineation of the Ray Street Development in Portland, Maine", by Eco-Analysts, Inc., P.O. Box 224, Bath, ME 04530, dated 9/11/92.
- 12) Stormwater Management Report, prepared by land Use Consultants, Inc., dated 9/15/92. (To be submitted under separate cover.)
- 13) Erosion and Sedimentation Control Report, prepared by Land Use Consultants, Inc., dated 9/15/92.

Background

Fallbrook Woods is to be developed on the remaining undeveloped 122.64 acre site of the Fallbrook Condominiums. The original project know as Ray Street Town Homes contemplated construction of 98 dwelling units and was approved by the Planning Board for the Liberty Group, Inc. on September 10, 1985. Rights to develop the project were subsequently conveyed to Merrymeeting Developers, Inc. with revised Site Plan and PRUD approvals from the Planning Board on November 10, 1987. In November of 1988, Merrymeeting Developers, which was at that time experiencing financial difficulties, conveyed their rights in the project to MM II Real Estate Corporation, a subsidiary of Maine Savings Bank. MM II, or MERREAL as it was later know, then contracted with R. Risbara Construction Co., Inc. to complete construction of Phase I. Of the 32 condominium townhouses approved, 25 are completed and occupied, 3 remain unfinished, and rights to develop the last 4 have been acquired by the present applicant. Fallbrook Inc. expects to give up its right to construct the last 4 units contingent upon State and local approval to develop the proposed boarding healthcare facility.

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Planning Board approvals required by Fallbrook, Inc. to construct this project include Site Plan and Conditional Use as well as a new Recording Plat for filing at the CCRD to supersede the prior sectional recording approved May 1990. Approvals from the Department of Environmental Protection include a Transfer of Permit and an Amended Site Location of Development. Also, a Nationwide 26 filing to alter less than an acre of wetlands will be submitted to the Army Corp of Engineers.

Project Description

Fallbrook Inc. proposes to construct a single story boarding healthcare facility for the elderly called Fallbrook Woods. Lot coverage including building, paving and roads is 1.49 acres or 11.8 percent of the 12.64 acre site. The 27,600 sq. ft. building is triangular in plan with a central open landscaped courtyard. The 28-room facility is designed for both single or double bed occupancy as need may dictate. It is anticipated that ten (10) staff personnel will operate and maintain the facility during the day with fewer personnel at night. The main entry is located in the center of the front side with a reception area, office, lounge, laundry, library, kitchen and other common facilities flanking. Residents rooms are located within the other two sides of the triangular building. A dining/activity room, nurses station, as lounge are located at the three corners.

Access vs. Parking

Access to the facility is from Ray Street over Merrymeeting Drive, a private way. Merrymeeting Drive, a 24-foot paved road, will be extended approximately 450 feet from its current length of 580 feet (1030 ft. total). In addition, a 16-foot wide gravel road for emergency access will be constructed from Ray Street, opposite Nevada Avenue, around the rear of the building to the end of Merrymeeting Drive.

Vehicles will enter the site from Merrymeeting Drive via a one-way looped driveway with an entrance drop-off area. Short service drives are provided to each end of the building. Perpendicular parking for 21 cars is provided off the entry loop and the service drives with 3 of the spaces adjacent to the front entry designated for handicapped use.

Utilities

- 1) Water: Water service will be provided by extending the existing 8 inch main in Merrymeeting Drive to the end of the proposed road extension. At this point, a hydrant will be installed adjacent to the road and a service lead will be

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run to the mechanical room at the southwest corner of the building. This service will be used for domestic water as well as to charge the building's sprinkler system.

- 2) Gas: Gas service, like water, will be provided by extending an existing 6 inch main in Merrymeeting Drive.
- 3) Telephone, Electric, CATV: These services will be extended underground from existing services along Merrymeeting Road to the end of new road construction. From here underground service leads will be run to the building mechanical room.
- 4) Sanitary Service: An existing combined sanitary/stormwater line extends up Ray Street between Jersey and Nevada Avenues, terminating with a manhole and 12 inch V.C. stub.

The existing Fallbrook condominiums utilize a gravity system exiting the units and discharging to a pump station on the northeast side of the property. From here the wastewater is pumped to a gravity sewer in Allen Avenue via an easement across land now or formerly of Libby.

To service this project, we propose to extend the Ray Street sewer to a point opposite the proposed emergency access road. From here a gravity service lead will be extended along the emergency access road to the rear of the building.

- 5) Storm Water: The proposed site encompasses portions of two separate watersheds. The first watershed drains westerly toward the abutting "Residences" condominium project into an existing culvert.

The second watershed encompasses the southern portion of the proposed healthcare facility and remaining site. This watershed drains via an existing intermittent stream toward the corners of Ray Street and Florida Avenue. At this point it discharges into the combined sanitary/stormwater system in Ray Street via a 10 inch CMP inlet.

The majority of the developed run-off will be diverted into the combined system in Ray Street. Detention basins will be utilized to regulate post-development peak flows to pre-development levels. Unlike the prior stormwater designs, detention basins will be situated outside a wetland areas consistent with current environmental standards. Reference is made to the stormwater Management and Wetland Delineation Reports submitted herein.

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Financial and Technical Capability

Fallbrook, Inc. is headed by principals Stephen Guthrie and Robert Feeney. This team is experienced and qualified to offer healthcare services. Steve Guthrie is a professional financial consultant and Vice President with Shearson Lehman Brothers in Portland. Bob Feeney is an experienced healthcare professional being Administrator and an owner of Falmouth Manor, a residential care facility for the elderly, located on Winn Road, Falmouth.

Fallbrook, Inc. has engaged Land Use Consultant, Inc. and Architectural Design Concepts, Inc. to meet technical requirements of the project. LUC is responsible for site engineering and permitting with ADC providing building design and construction administration services.

Estimated project cost is \$1,500,000, which is to be financed through the Maine Health and Higher Education Facility Authority. Assuming timely approvals from the City and DEP, construction is expected to start in late fall 1992 with completion in late spring 1993.

We trust the contents of this submission meet the City's requirements for Site Plan Review. In that regard, we look forward to a workshop meeting with the Board on September 29, 1992. In the meantime, please feel free to call with questions or for follow-up information if required.

Very truly yours,



J. David Haynes
President

JDH:lm

Enclosures:

cc: Mr. Robert Feeney
Mr. Stephen Guthrie
Mr. George Razoyk, Architect

Fallbrook Inc.
7 Shady Lane
Falmouth, Me 04105

September 14, 1992

Ms. Deborah Andrews
Planner and Urban Development
City of Portland
City Hall
Portland, Me 04101

Re: Fallbrook Inc.
Deeded Rights/Phase I
Declarant Rights for Units 29, 30, 31 and 32
Road Maintenance

Dear Ms. Andrews,

In response to your request about the deeded interest that Fallbrook Inc. has and its relationship with Fallbrook Condominium project. We submit the following information. On December 20, 1991 Fallbrook Inc. purchased 12.62 acres of land from Merreal Corp., a Corporation organized in Delaware and with a place of business in Portland, Maine. This land was part of Fallbrook Condominium project, better known as Phase II, III and IV. At the closing we received a description of the boundaries, three easements for sewer and drainage and an easement to the City of Portland for a turn-around. Also received was an easement for all purposes in common with others over, under and along the 50 foot wide right of way known as Merrymeeting Drive, which is reserved in the Declaration of Fallbrook Condominiums dated April 20, 1989 and recorded in said Registry of Deeds in Book 8730, page 206. We did not accept to be the declarant for Phase II, III and IV of the condominium project. Our intent was only to develop a Health Care Facility. As far as we are concerned Phase II, III and IV no longer exist. It is our understanding that once you decide to use the land for a different purpose, the original approval will be extinguished. Merreal Corp. continues to own and retain responsibility for Phase I. The Condominium Association which is made up of 28 units is legally self-sufficient.

In a separate agreement Merreal Corp. offered to Fallbrook Inc. the declarant rights to build Units 29, 30, 31 and 32 which was originally in Phase I but transferred to Phase IV by Merreal Corp. It is our intent to relinquish these rights to the Condominium Association for the sole purpose of complying with the City of Portland Planning Board Directive to complete a basketball court and/or park. Fallbrook Inc. is more than willing to do so and has informed the Association of our intent.

The question of who will maintain the road came up at the Planning Board workshop, under the public offering and the declaration of the condominium. The expenses of maintaining the 50 foot right of way shall be shared proportionally by the Condominium Association and by the owners (Fallbrook Inc.) of the additional land based on the number of residences, or comparable uses, located on the condominium property and on the additional land. We have mutually agree with the Condominium Association representatives that we will share the maintenance costs on a 50/50 basis once construction of the project goes forth.

See enclosed documents: Quick Claim Deed With Covenant, Sewerage and Drainage Easements, City of Portland Easement and Special Declarant Rights for Units 29, 30, 31 and 32.

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

Sincerely,

A handwritten signature in cursive script that reads "Robert Feeney". The signature is written in dark ink and has a long, sweeping underline that extends to the right.

Robert Feeney,
Fallbrook Inc.

QUITCLAIM DEED
WITH COVENANT

INT 64377 D 9031 P 59

64377
MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS that MERREAL CORP., a corporation organized and existing under the laws of the State of Delaware, formerly named MM II Real Estate Corporation, and with a place of business at Portland, in the County of Cumberland and State of Maine, for consideration paid, hereby grants to FALLBROOK, INC., a Maine corporation with a mailing address of 7 Shady Lane, Falmouth, Maine 04105, with Quitclaim Covenants, certain real estate situated in Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

A certain parcel of land situated Westerly of Ray Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at the southeasterly corner of Fallbrook, a Condominium at a point on the Westerly sideline of land now or formerly of John N. Jr. and Glennis E. Fitzpatrick (Book 2773, page 224);

Thence, S 13°-05'-20" E by the land of Fitzpatrick 110.00 feet to a point marked by a 5/8" iron rod set;

Thence, N 76°-54'-40" E by the land of Fitzpatrick 256.90 feet to a point on the Westerly sideline of Ray Street marked by 5/8" iron rod set;

Thence, S 16°-25'-15" E by the sideline of Ray Street 1.42 feet to a point marked by a 5/8" iron rod set at the land now or formerly of Ivan G. and Edwina F. Callahan (Book 2997, page 486);

Thence, S 73°-34'-45" W by the land of Callahan 220.00 feet to a point marked by a 5/8" iron rod set;

Thence, S 16°-25'-15" E by the land of Callahan 65.00 feet to a point marked by a 5/8" iron rod set;

Thence, N 73°-34'-45" E by the land of Callahan 100.00 feet to a point marked by a 5/8" iron rod set at the land now or formerly of Malcolm A. and Gail E. McDonald (Book 3614, page 219);

Thence, S 18°-02'-05" E by the land of McDonald 163.18 feet to a point marked by a 5/8" iron rod set;

Thence, N 74°25'-15" E by the land of McDonald 120.00 feet to a point on the Westerly sideline of Ray Street marked by a 5/8" iron rod set;

Thence, S 18°-35'-45" E by the sideline of Ray Street 47.17 feet to a point marked by a 5/8" iron rod set at the land now or formerly of Donald A. and Evelyn Thompson (Book 2892, page 451);

Thence, S 71°-24'-15" W by the land of Thompson 150.00 feet to a point marked by a 5/8" iron rod set;

Thence, S 18°-35'-45" E by the land of Thompson 50.00 feet to a point marked by a 5/8" iron rod set;

Thence, N 71°-24'-15" E by the land of Thompson 50.00 feet to a point marked by a 5/8" iron rod set at the land now or formerly of Richard E. and Carolyn Grover (Book 2895, page 492);

Thence, S 18°-35'-45" E by the land of Grover and by the land now or formerly of Raymond A. and Florence M. Sevigny (Book 2490, page 327) 72.78 feet to a point marked by a 5/8" iron rod set;

Thence, S 17°-48'-10" E by the land of Sevigny and by the lands now or formerly of Gladys A. and Kenneth V. Moody (Book 3471, page 62), Betty L. Denbow (Book 2682, page 313), Anna J. Aiken (Book 3570, page 212), David A. and Carolyn J. Matthews (Book 4483, page 163), Laura H. Clark (Book 3708, page 194), and George and Doris Castonia (Book 4960, page 286) 333.24 feet to a point marked by a 5/8" iron rod set at the land now or formerly of Frances F. Gatchell (Book 6257, page 342);

Thence, S 71°-28'-30" W by the land of Gatchell 51.09 feet to a point marked by a 5/8" iron rod set;

Thence, S 67°-57'-00" W by the land of Gatchell and lands now or formerly of Eleanor L. and Sherry Sapko, Charles E. and Linda J. Foshay (Book 3920, page 212), Linwood J. and Ruth L. Thaxter, Charles L. Arey (Book 2320, page 55), Dorothy M. and Richard M. Butler (Book 3765, page 177), Norman C. and Caroline M. Walton (Book 2014, page 140), James P. and Lula S. Cullen (Book 2044, page 474), and Glenda R. and Roger R. Pushor (Book 4755, page 44) 481.12 feet to a point marked by a 5/8" iron rod set;

Thence, S 54°-20'-55" W by the land of Pushor 29.58 feet to a point marked by a 5/8" iron rod set;

Thence, S 45°-14'-05" W by the land now or formerly of Claire D. and Edward L. Gulick (Book 3782, page 285) and by the land now or formerly of John H. and Jeannette B. Greer (Book 2824, page 131) 186.45 feet to a stone wall intersection and the end of Wadco Street;

Thence, N 01°-01'-00" W by a stonewall 7.90 feet to the Northeasterly sideline of Wadco Street;

Thence, N 37°-18'-55" W by the sideline of Wadco Street 165.51 feet to a point marked by a 5/8" iron rod set at the Easterly sideline of Ash Street;

Thence, N 01°-28'-55" W by the sideline of Ash Street 100.00 feet to a point marked by a 5/8" iron rod set at the land now or formerly of Diane M. and Richard C. Hayes (Book 3615, page 161);

Thence, N 88°-31'-05" E by the land of Hayes 98.80 feet to a stonewall;

Thence, N 01°-01'-00" W by the land of Hayes, the land now or formerly of Bertha C. Judkins, by the end of Topsham Street, and by the land now or formerly of David F. Marshall (Book 4804, page 317) 369.17 feet to a 1" iron pipe found;

Thence, N 01°-26'-15" W by the land of Marshall 125.00 feet;

Thence, S 80°-04'-05" W by the land of Marshall 100.00 feet to a point marked by a 5/8" iron rod set;

Thence, S 01°-09'-05" E by the land of Marshall 125.00 feet to a 1" iron pipe found at the Northeast corner of the land now or formerly of Bertha C. Judkins;

Thence, S 81°-21'-30" W by the land of Judkins 56.91 feet to a 1/4" iron rod found at the Southeast corner of the land now or formerly of F. S. Plummer Co. (Book 6869, page 110);

Thence, N 07°-34'-10" E by land of F. S. Plummer Co. 592.31 feet;

Thence, S 63°-29'-00" E by Fallbrook, a Condominium 190.24 feet to a point;

Thence, N 76°-54'-40" E by Fallbrook, a Condominium 166.98 feet to the point of beginning.

Also those easements and rights, in common with others, which are described in the below referenced documents:

(1) Easements from George and Doris Castonia dated December 20, 1985, recorded in the Cumberland County Registry of Deeds at Book 7036, Page 92;

(2) Easements from Calvin L. and Myrtle W. Gailey, dated December 20, 1985, and recorded in the Cumberland County Registry of Deeds at Book 7036, Page 96;

(3) Easement from Francis Frances F. Gatchell dated December 20, 1985, and recorded in the Cumberland County Registry of Deeds at Book 7036, Page 100; and

(4) Easement to the City of Portland for a turn-around at the terminus of Topsham Street and other matters shown on the Plat of Fallbrook, a Condominium, recorded in the Cumberland County Registry of Deeds in Plan Book 178, Page 66.

Meaning and intending to describe a portion of the premises conveyed to MM II Real Estate Corporation (now Merreal Corp.) by Deed of Merrymeeting Developers, Inc. dated November 29, 1988 and recorded in said Registry of Deeds in Book 8572, Page 280.

Also, an easement for all purposes in common with others over, under and along the 50 foot wide right of way shown on the Plat of Fallbrook, a Condominium, recorded in the Cumberland County Registry of Deeds in Plan Book 178, Page 66 and reserved in the Declaration of Fallbrook Condominium dated April 20, 1989 and recorded in said Registry of Deeds in Book 8730, Page 206.

Reference is hereby made to a Certificate of Amendment of Certificate of Incorporation of MM II Real Estate Corporation dated February 27, 1989 and filed with the Office of Secretary of State for the State of Delaware, a copy of which is recorded in said Registry of Deeds; and to a Deed from Merrymeeting Developers, Inc. to MM II Real Estate Corporation dated November 29, 1988 and recorded in said Registry of Deeds in Book 8572, Page 280.

IN WITNESS WHEREOF, the said MERREAL CORP. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by JEFFREY M. DIGGINS, its VICE PRESIDENT thereunto duly authorized, this 20 day of December, 1991 .

WITNESS:

MERREAL CORP.

Debra Manning

By: [Signature]
JEFFREY M. DIGGINS
Its VICE PRESIDENT

STATE OF MAINE
CUMBERLAND, SS.

December 20, 1991

Personally appeared the above-named JEFFREY M. DIGGINS, VICE PRESIDENT of said Grantor Corporation, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Corporation.

Recorded
Cumberland County
Registry of Deeds
12/20/91
Robert P. Tancoski
Register

Before me,

Debra A. Manning
Notary Public/Attorney at Law

SEAL

Print Name: _____

AGREEMENT FOR TRANSFER AND ASSUMPTION OF
SPECIAL DECLARANT RIGHTS IN
FALLBROOK, A CONDOMINIUM

This Agreement is made by and between MERREAL CORP., a Delaware corporation with a place of business in Portland, Maine (hereinafter "Transferor") and FALLBROOK, INC., a Maine corporation with a mailing address of 7 Shady Lane, Falmouth, Maine 04105 (hereinafter "Transferee").

WHEREAS, Transferor is the holder of certain Special Declarant Rights in a condominium development known as Fallbrook, a Condominium, located on Ray Street in Portland, Maine (the "Condominium") and created pursuant to a Declaration under the Maine Condominium Act of the Maine Revised Statutes Annotated, as amended, Title 33, Chapter 31 et seq., which Declaration is dated April 20, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8730, Page 206, and amended by Amendment dated October 30, 1989 and recorded in said Registry in Book 8969, Page 159, Second Amendment dated May 11, 1990 and recorded in said Registry in Book 9172, Page 23, and Third Amendment dated August 1, 1990 and recorded in said Registry in Book 9267, Page 190, together with the Plat and Plans, which are Exhibits to the Declaration, recorded in said Registry in Plan Book 178, Page 66, Plan Book 182, Page 14 and Plan Book 185, Page 15 (the "Declaration"); and

WHEREAS, Transferor has agreed to transfer and assign to Transferee all its rights to construct, create and convey Fallbrook Condominium Units 29, 30, 31 and 32.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration:

1. Transferor hereby gives, bargains, sells, conveys, assigns and transfers to Transferee, its successors and assigns, the following Special Declarant Rights in and to the Property and Transferee hereby accepts such Special Declarant Rights:

a) the rights under Article 8 of the Declaration to construct the following improvements indicated on the Plat and Plans filed with the Declaration and as indicated on a certain site plan as revised through May 9, 1989 as approved by the City of Portland on November 10, 1987 and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 55 and as revised on June 12, 1989 and recorded in the Cumberland County Registry of Deeds in Plan Book 179, Page 47: units 29, 30, 31 and 32, being 4 condominium units proposed for development on the Property, as described in said Declaration, including all limited common elements appurtenant to said units and related alterations and improvements to the common elements including without limitation the excavation and alteration of the surface of

the earth and the construction of foundations, buildings, driveways, landscaping and utility lines (all collectively the "Units"); and

b) the right to use all easements reserved under Article 4 of the Declaration for the completion of the Units and the marketing and sale thereof including the right to maintain sales offices, management offices, signs advertising the Condominium and models as may be necessary and appropriate for the marketing and sale of the above proposed Units; and

c) the development rights necessary or appropriate to amend the Declaration to create the Units, and to reallocate the Common Element Interest, Common Expense, Liability and Vote in accordance with Section 2.2 of the Declaration and the Maine Condominium Act; and

d) all other rights, including real property rights in and to the Property, whether established under the provisions of the Declaration, the Maine Condominium Act or otherwise, which are necessary or appropriate to construct and create the above Units and appurtenant Limited Common Elements and any related interests and rights in said Condominium according to the Declaration, and to implement and complete the sale of said Units. All of the foregoing rights are subject, however, to all rights, terms and conditions of the Declaration and all provisions of the Maine Condominium Act.

2. Transferee and Transferor agree that Transferee shall be the "Declarant" with respect to all improvements constructed and created by Transferee, and Transferee hereby assumes all duties, obligations and liabilities related thereto, including without limitation the obligations arising under the Maine Condominium Act to prepare and deliver a Public Offering Statement and to warrant all improvements to purchasers of said Units. Transferee acknowledges that it is a "successor declarant" and not an "affiliate" of Transferor, for purposes of Section 1603-104 of the Maine Condominium Act. Transferee shall not be the "Declarant" with respect to any other improvements, and Transferor excepts and reserves all rights except as herein expressly transferred.

3. Transferor hereby assigns and transfers to Transferee all its right, title and interest in and to any and all land use and environmental approvals and permits relating to the Special Declarant Rights herein transferred.

Reference is made to a transfer and assignment of the above-described Special Declarant Rights from R. Risbara Construction Co., Inc. to Merreal Corp. dated November 21, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9828, Page 205.

IN WITNESS WHEREOF, the parties have executed this Agreement this 31ST day of December, 1991.

TRANSFEROR
Merreal Corp.

Debra A. Manning
Witness

By: [Signature]
Its VICE PRESIDENT

TRANSFeree
Fallbrook, Inc.

Margaret Pease
Witness

By: [Signature]
Its Vice President

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

December 31, 1991

Personally appeared the above-named Parvula W. Cook, Vice President of Merreal Corp., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Merreal Corp.

Before me,

[Signature]
Notary Public
DEBRA A. MANNING
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 22, 1993
Type or Print Name

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

9/24/92

Personally appeared the above-named Stephen Guthrie, Vice-President of Fallbrook, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Fallbrook, Inc.

Before me,

[Signature]
Notary Public
PETER J. WILEY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES AUGUST 3, 1995
Type or Print Name

DAR020FB

DRAFT

ATTACHEMENTE

AGREEMENT FOR TRANSFER AND ASSUMPTION OF
SPECIAL DECLARANT RIGHTS IN
FALLBROOK, A CONDOMINIUM

This Agreement is made by and between Fallbrook, Inc. a Maine corporation with a mailing address of 7 Shady Lane, Falmouth, Maine 04105 (hereinafter "Transferor") and Fallbrook, A Condominium Unit Owners' Association, Inc., a Maine non-profit corporation with a mailing address of _____, _____, Maine _____ (hereinafter "Transferee").

WHEREAS, Transferor is the holder of certain Special Declarant Rights in a condominium development known as Fallbrook, A Condominium, located on Ray Street in Portland, Maine (the "Condominium") and created pursuant to a Declaration under the Maine Condominium Act of the Maine Revised Statutes Annotated, as amended, Title 33, Chapter 31 et seq., which Declaration is dated April 20, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8730, Page 206, and amended by Amendment dated October 30, 1989 and recorded in said Registry in Book 8969, Page 159, Second Amendment dated May 11, 1990 and recorded in said Registry in Book 9172, Page 23, and Third Amendment dated August 1, 1990 and recorded in said Registry in Book 9267, Page 190, together with the Plat and Plans, which are Exhibits to the Declaration, recorded in said Registry in Plan Book 178, Page 66, Plan Book 182, Page 14 and Plan Book 185, Page 15 (the "Declaration"); and

WHEREAS, Transferor has agreed to transfer and assign to Transferee all its rights to construct, create and convey Fallbrook Condominium Units 29, 30, 31, 32.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration:

1. Transferor hereby gives, bargains, sells, conveys, assigns and transfers to Transferee, its successors and assigns, the following Special Declarant Rights in and to the Property and Transferee hereby accepts such Special Declarant Rights:

a) the rights under Article 8 of the Declaration to construct the following improvements indicated on the Plat and Plans filed with the Declaration and as indicated on a certain site plan as revised through May 9, 1989 as approved by the City of Portland on November 10, 1987 and recorded in the Cumberland County Registry of Deeds in Plan Book 168, Page 55 and as revised on June 12, 1989 and recorded in the Cumberland County Registry of Deeds in Plan Book 179, Page 47: units 29, 30, 31, 32, being 4 condominium units proposed for development on the Property, as described in said Declaration, including all limited common elements appurtenant to said units and related alterations and

improvements to the common elements including without limitation the excavation and alteration of the surface of the earth and the construction of foundations, buildings, driveways, landscaping and utility lines (all collectively the "Units"); and

b) the right to use all easements reserved under Article 4 of the Declaration for the completion of the Units and the marketing and sale thereof including the right to maintain sales offices, management offices, signs advertising the Condominium and models as may be necessary and appropriate for the marketing and sale of the above proposed Units; and

c) the development rights necessary or appropriate to amend the Declaration to create the Units, and to reallocate the Common Element Interest, Common Expense, Liability and Vote in accordance with Section 2.2 of the Declaration and the Maine Condominium Act; and

d) all other rights, including real property rights in and to the Property, whether established under the provisions of the Declaration, the Maine Condominium Act or otherwise, which are necessary or appropriate to construct and create the above Units and appurtenant Limited Common Elements and any related interests and rights in said Condominium according to the Declaration, and to implement and complete the sale of said Units. All of the foregoing rights are subject, however, to all rights, terms and conditions of the Declaration and all provisions of the Maine Condominium Act.

2. Transferee and Transferor agree that Transferee shall be the "Declarant" with respect to all improvements constructed and created by Transferee, and Transferee hereby assumes all duties, obligations and liabilities related thereto, including without limitation the obligations arising under the Maine Condominium Act to prepare and deliver a Public Offering Statement and to warrant all improvements to purchasers of said Units. Transferee acknowledges that it is a "successor declarant" and not an "affiliate" of Transferor, for purposes of Section 1603-104 of the Maine Condominium Act. Transferee shall not be the "Declarant" with respect to any other improvements, and Transferor excepts and reserves all rights except as herein expressly transferred.

3. Transferor hereby assigns and transfers to Transferee all its right, title and interest in and to any and all land use and environmental approvals and permits relating to the Special Declarant Rights herein transferred.

Reference is made to a transfer and assignment of the above-described Special Declarant Rights from R. Risbara Construction Co., Inc. to Merreal Corp. dated November 21, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9828, Page 205.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 1992.

TRANSFEROR
Fallbrook, Inc.

Witness

BY: _____
Its

TRANSFeree
Fallbrook, A Condominium Unit
Owners' Association, Inc.

Witness

BY: _____
Its

STATE OF MAINE
CUMBERLAND, SS, ss.

Date: _____

Personally appeared the above-named _____,
_____ of Fallbrook, Inc., and acknowledged
the foregoing instrument to be his free act and deed in his said
capacity and the free act and deed of said Fallbrook, Inc.

Before me,

Notary Public

Type or Print Name

STATE OF MAINE
CUMBERLAND, SS, ss.

Date: _____

Personally appeared the above-named _____,
_____ of Fallbrook, A Condominium Unit
Owners' Association, Inc. and acknowledged the foregoing
instrument to be his free act and deed in his said capacity and
the free act and deed of said Fallbrook, A Condominium Unit
Owners' Association, Inc.

Before me,

Notary Public

Type or Print Name

ATTACHMENT 6

DRAFT**MAINTENANCE AGREEMENT**

This Maintenance Agreement is entered into between Fallbrook, Inc. (hereinafter COMPANY) and Fallbrook, A Condominium, through its governing body the Unit Owners' Association (hereinafter CONDOMINIUM).

WITNESSETH

WHEREAS, the COMPANY and the CONDOMINIUM are the owners of two abutting parcels of property located on Ray Street in the City of Portland; and

WHEREAS, both parcels of land were at one time a single parcel of land known as Fallbrook, A Condominium; and

WHEREAS, the COMPANY obtained title to land that comprised a certain portion of said former condominium project on December 20, 1991; and

WHEREAS, both parties are desirous of sharing the present road known as Merrymeeting Drive, the developed portion of which is presently on CONDOMINIUM land; and

WHEREAS, the COMPANY has succeeded to a portion of the rights of the former declarant and/or said declarant's successors in interest, including an easement over, under and along the street known as Merrymeeting Drive; and

WHEREAS, the parties agree that they are desirous of sharing proportionately the expense of maintaining said Merrymeeting Drive, including any common utility lines;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CONDOMINIUM shall arrange for the maintenance of said Merrymeeting Drive, including by way of example, and not of limitation snow plowing, necessary repair, maintenance and upkeep of Merrymeeting Drive and any common utility lines contained therein.

2. The COMPANY and the CONDOMINIUM agree to share equally the expenses of maintaining Merrymeeting Drive as set forth in paragraph 1 of this Agreement, from the intersection of Ray Street and Merrymeeting Drive to the property line between the condominium and the property, but not including maintenance for that portion of Merrymeeting Drive extended by the COMPANY to service their project, which extension shall be the sole responsibility of COMPANY. The CONDOMINIUM shall prepare an Annual Budget of anticipated maintenance costs for Merrymeeting Drive, and provide a copy of same to the COMPANY no later than December 1st of each year for the subsequent calendar year. As expenses are incurred by the CONDOMINIUM, it shall send a