

Listed below are key characters (in bold) for searching within this file.

Hold down the control key and select the “f” key. Enter either a key character from the list below or document name and select enter for a list of documents containing the search word you entered.

APL – all documents behind this target sheet pertain to the original application submitted by the Applicant.

REVIEW – all documents behind this target sheet pertain to those documents submitted to and from staff as part of the project review.

PBM1 – all documents behind this target sheet are any Planning Board memos with attachments that went to the Board.

PBR1 - all documents behind this target sheet are any Planning Board reports with attachments that went to the Board.

CC1 - all documents behind this target sheet are any City Council memos/reports that went to the City Council.

DRC1 - all documents behind this target sheet are those pertaining to the post review of the project by the Development Review Coordinator.

MISC1 - all documents behind this target sheet are those that may not be included in any of the categories above.

APL

MICHAEL D. COOPER
ATTORNEY AT LAW

MICHAEL D. COOPER, ESQ.
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FAX: (207) 856-2686

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Rick Knowland	Michael Cooper, Esq.
COMPANY:	DATE:
Planning Dept - City of Portland	July 25th 1997
FAX NUMBER:	TOTAL NO
756-8258	3
PHONE NUMBER:	SENDER'S P
874-8300	
RE:	YOUR REPI
Copley Woods	Tony

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Dear Mr. Knowland:

Attached hereto is the *revised* Easement Deed for the Copley Woods Project. If you need anything further, please do not hesitate to contact me.

838 MAIN STREET
P.O. BOX 529
WESTBROOK, ME 040 1529

In Witness Whereof, the said, KTO BUILDERS, INC. has caused this instrument to be executed by its President, Tony Vance, authorized this ____ day of the month of _____, 1997.

*Signed Sealed and Delivered
in presence of*

KTO BUILDERS, INC.

By: _____
Tony Vance, President

*State of Maine,
County of CUMBERLAND, ss.*

_____, 1997.

Then personally appeared the above-named Tony Vance, in his said capacity and acknowledged the within instrument to be his free act and deed and the free act and deed of said Corporation.

Before me,

Notary Public
Attorney at Law

Printed Name: _____

**STORMWATER MANAGEMENT AND
EROSION CONTROL PLAN**

COPLEY WOODS SUBDIVISION

October 24, 1996

PREPARED BY:

**PINKHAM & GREER CONSULTING ENGINEERS, INC.
170 U.S. ROUTE ONE
FALMOUTH, ME 04105**

PROJECT DESCRIPTION

The project is the development of 10.5 acres into 24 residential housing units, under the City's PRUD ordinance. The site, located off Huntington Avenue, is shown on the attached location plan.

Huntington Avenue is extended 500 feet to a cul-de-sac, and 350 feet of road extends west for future development. The road is to be 24' wide with curb and a sidewalk on one side.

The site plan grading considers the bedrock at the top of the knoll and the wetlands on the northern boundary. This project replaces the second phase of a condominium project, Apple Ledge, located to the east. Public utilities are to be extended from Apple Ledge to this PRUD.

Drainage is a major consideration for this project as the City has experienced problems in the Fall Brook area and with other PRUD's. As such the grading plan submitted with this report is considered a vital link between the drainage concept and its successful implementation.

LAND USE

The site is currently vacant of structures. Approximately half the center of the site was cleared 5 to 8 years ago in anticipation of Phase II of Apple Ledge. It is re-vegetating with small trees and bushes, much of the center area is grass covered.

The northern section of the site is wooded with a mix of hardwoods and pines. The southern section of the site has a similar mix of forest.

SOILS

The site has Hollis series soils as mapped by the County Soils Mapping. This is consistent with the exposed soil and wetlands mapping. Below is a list of soils and the associated hydrogeologic group and curve number used in the analysis.

SOIL TYPE	HYDROGEOLOGIC GROUP	CURVE NUMBER
Hollis	C/D	77
Belgrade	B	67
Swanton	D	78
Buxton	C	77

EROSION POTENTIAL

The Hollis series of soils is sandy loam to loamy sands over shallow to bedrock. These soils will have a medium erodibility potential when the bare soil is exposed to weather.

Construction sequences and methods are required to minimize the erosion during construction and to protect any adjacent properties and wetland areas. The initial construction must include the installation of silt fence, stone check dams and riprap at pipe outlets.

Long term erosion protection will be the use of riprap outlets, grass protection of slopes and ditches and dispersion into the adjacent vegetated areas. The sequence of construction, erosion control details and seeding rates are shown on the Detail Sheets.

SURFACE WATER MANAGEMENT

The existing topography divides the stormwater into three separate areas. Approximately 0.8 acres near the front of the site drains towards the upper end of Fall Brook drainage. approximately one half acre drains towards the existing detention basin for Apple Ledge which then drains to the Fall Brook drainage.

The final area of 9 acres drains north toward the City's closed landfill and Grace Hill. This area comprises approximately 90% of the site. It continues to flow north to the Falmouth town line then east under Middle Road and to the bay.

As most of the site drains away from Fall Brook, no impacts in the Fall Brook drainage system are anticipated.

METHODOLOGY

The property was modeled using HydroCAD, distributed by Applied Microcomputer Systems of Chocura, New Hampshire. The program uses SCS Technical Release 20 (TR-20) for its basis which is generally accepted practice for drainage analyses of this size. Computer models of the site in its existing and developed conditions were created using this methodology. Using these models, runoff from the 2 year (3.0"), 10 year (4.7") and 25 year (5.5") frequency storms (24 hour duration), based on rainfall data for Portland, Maine was determined.

Copies of the HydroCAD reports for the existing and developed condition drainage analyses, source of runoff curve numbers, roughness coefficients, precipitation values, section of the USGS Portland West, Maine quadrangle showing the site location, and a copy of the Cumberland County Soil Survey with the site sketched on it are included in the Appendix. Summary sheets for the existing condition HydroCAD report and the developed condition HydroCAD report show the breakdown of the drainage

subcatchments, reaches and ponds used in the models, as well as the results of the analyses for the 25-year storm. The remaining pages of the HydroCAD reports show the results of the analyses for 100, 25, 10 and 2 year storm in tabular form.

A copy of the existing condition drainage plan and the proposed condition drainage plan (D1) is included in the pocket in the Appendix as well. These drawings show soils, subcatchment and wetland boundaries, road locations, contours, T_c paths and drainage structures.

CONSTRUCTION SCHEDULE

The construction sequence has a direct impact on the risk of erosion. As such, the contractor can and will minimize erosion by completing tasks in general conformance with the sequence listed below.

1. Install all perimeter silt fence and haybale protection.
2. Install siltation basins. (Prior to any stripping of topsoil or other earthwork).
3. Install stabilized construction.
4. Clear and grub work areas. Temporarily seed areas not to be worked on within 14 days.
5. Strip and stockpile on-site topsoil. Seed stockpiles with temporary seed mix.
6. Submit samples of topsoil/loam for lab work. Adjust lime and fertilizer accordingly.
7. Begin earthwork for roads and building foundations.
8. Install and protect initial storm drainage systems.
9. Begin building construction.
10. Rough grade roads and roadway side slopes.
11. Fine grade all parking and driveway side slopes and rough grade remainder of site.
12. Re-seed or temporarily seed any area which will be left undisturbed for more than 14 days.
13. Complete fine grading and paving of roads, walks and driveway areas.

14. Fine grade, loam seed and fertilize remainder of site.
15. Remove temporary soil erosion measures.

INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROL MEASURES

The erosion and sedimentation control measures which include silt fence, stone check dams, riprap, erosion control mesh and temporary and permanent seeding will be inspected within three days of installation and within 48 hours after any significant rainfall event by the contractor. Erosion and sedimentation control measures will be maintained by the contractor throughout construction.

STORMWATER ANALYSIS

The site was divided into three areas to analyze for peak flows. The first area is the south of the site that drains towards Fall Brook drainage, labeled POA A. The second area of the site drains to the east detention basin of Apple Ledge (POA B) and the third section drains north (POA C). See D-1 for location of analysis points.

STORMWATER FLOWS COPLEY WOODS				
CUBIC FEET PER SECOND				
POINT OF ANALYSIS (POA)	2 YEAR	10 YEAR	25 YEAR	100 YEAR
POA A				
Existing Condition	.58	1.34	1.73	2.32
Developed Condition	.67	1.42	1.78	2.33
POA B				
Existing Condition	.24	.61	.80	1.10
Developed Condition	.46	1.06	1.36	1.82
POA C				
Existing Condition	4.77	11.74	15.41	21.10
Developed Condition	3.57	7.69	9.85	13.11

CONCLUSION

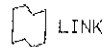
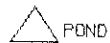
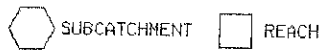
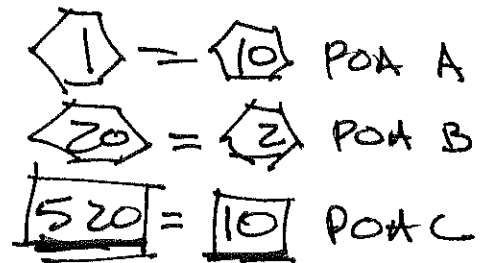
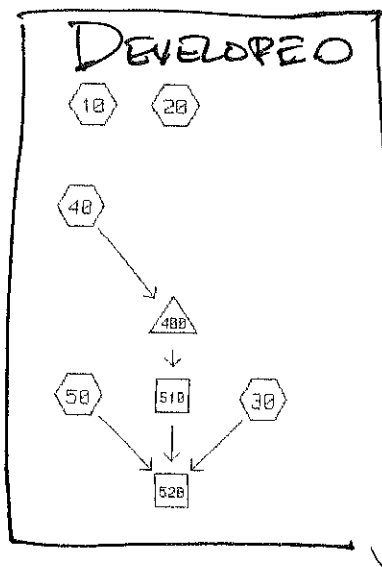
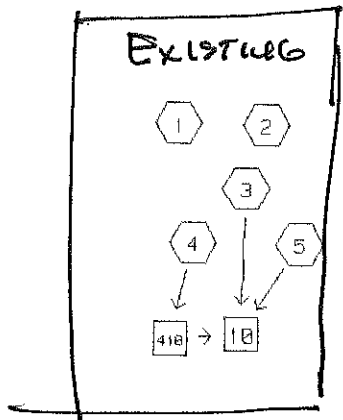
The flow from the front south section of the site will have minimal impact on Fall Brook. The section of the site that flows through the detention basin of Apple Ledge will have the peak flow mitigated.

The majority of the site flows north away from existing development. The peak flows are reduced to below existing peak flows.

This project provides adequate drainage for the protection of abutting properties and adequate erosion control measures.



WATERSHED ROUTING



TYPE III 24-HOUR RAINFALL= 3.0 IN 2 YEAR STORM

Prepared by PINKHAM & GREER

21 Oct 96

HydroCAD 4.52 000465 (c) 1986-1996 Applied Microcomputer Systems

RUNOFF BY SCS TR-20 METHOD: TYPE III 24-HOUR RAINFALL= 3.0 IN, SCS U.H.

RUNOFF SPAN = 10-20 HRS, dt= .10 HRS, 101 POINTS

SUBCAT NUMBER	AREA (ACRE)	Tc (MIN)	--GROUND COVERS (%CN)--				WGT'D CN	C	PEAK (CFS)	Tpeak (HRS)	VOL (AF)
1	.79	24.7	10%67	90%78	-	-	77	-	.58	12.32	.06
2	.36	16.7	44%67	11%77	44%78	-	73	-	.24	12.22	.02
3	2.59	27.9	3%67	68%77	29%78	0%98	77	-	1.81	12.37	.21
4	3.56	29.9	69%67	31%78	-	-	70	-	1.47	12.44	.19
5	2.88	38.1	0%00	14%67	28%78	58%78	77	-	1.75	12.52	.23
10	.56	12.3	14%98	2%67	84%78	-	81	-	.67	12.13	.06
20	.46	10.8	7%98	17%67	26%77	50%78	77	-	.46	12.12	.04
30	2.70	14.2	21%98 27%78	2%67	50%77	0%00	82	-	3.18	12.16	.29
40	3.35	37.3	16%98	61%67	1%78	21%77	74	-	1.69	12.52	.23
50	3.41	69.3	14%98	18%67	21%78	46%78	79	-	1.65	12.93	.30

REACH ROUTING BY STOR-IND+TRANS METHOD

REACH NO.	DIAM (IN)	BOTTOM WIDTH (FT)	DEPTH (FT)	SIDE SLOPES (FT/FT)		n	LENGTH (FT)	SLOPE (FT/FT)	PEAK VEL. (FPS)	TRAVEL TIME (MIN)	PEAK Qout (CFS)
10	-	25.0	2.0	.10	.10	.030	25	.0100	1.6	.3	4.77
410	-	25.0	2.0	.10	.10	.030	320	.0100	1.6	3.3	1.41
510	-	25.0	2.0	.10	.10	.030	320	.0100	1.6	3.3	.58
520	-	25.0	2.0	.10	.10	.030	25	.0100	1.6	.3	3.57

POND ROUTING BY STOR-IND METHOD

POND NO.	START	FLOOD	PEAK	PEAK	----- PEAK FLOW -----				---Qout---	
	ELEV. (FT)	ELEV. (FT)	ELEV. (FT)	STORAGE (AF)	Qin (CFS)	Qout (CFS)	Qpri (CFS)	Qsec (CFS)	ATTEN. (%)	LAG (MIN)
400	80.0	84.0	80.3	.09	1.69	.58			65	46.5

SUBCATCHMENT 1 SOUTH CORNER OF PROPERTY

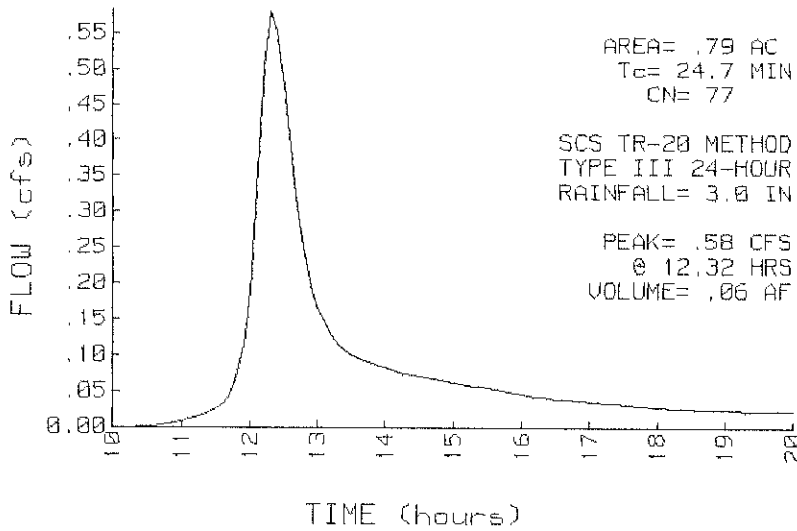
PEAK= .58 CFS @ 12.32 HRS, VOLUME= .06 AF

ACRES	CN	
.08	67	BG B BRUSH
.71	78	HR & SN C D
.79	77	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 3.0 IN
 SPAN= 10-20 HRS, dt=.1 HRS

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	22.2
Woods: Light underbrush n=.4 L=200' P2=3 in s=.08 '/'		
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	2.5
Woodland Kv=5 L=130' s=.03 '/' V=.87 fps		
Total Length= 330 ft		Total Tc= 24.7

SUBCATCHMENT 1 RUNOFF
 SOUTH CORNER OF PROPERTY



SUBCATCHMENT 2

KNOLL TO BASIN

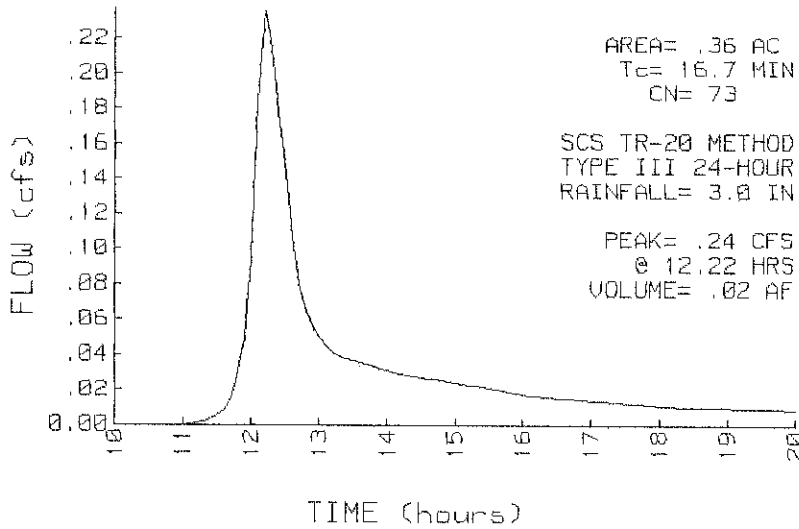
PEAK= .24 CFS @ 12.22 HRS, VOLUME= .02 AF

ACRES	CN	
.16	67	BG B
.04	77	BU C
.16	78	SN D
.36	73	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 3.0 IN
 SPAN= 10-20 HRS, dt=.1 HRS

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	16.7
Woods: Light underbrush	n=.4 L=140' P2=3 in s=.08 '/'	

SUBCATCHMENT 2 RUNOFF
 KNOLL TO BASIN



SUBCATCHMENT 3

NORTHEAST CORNER

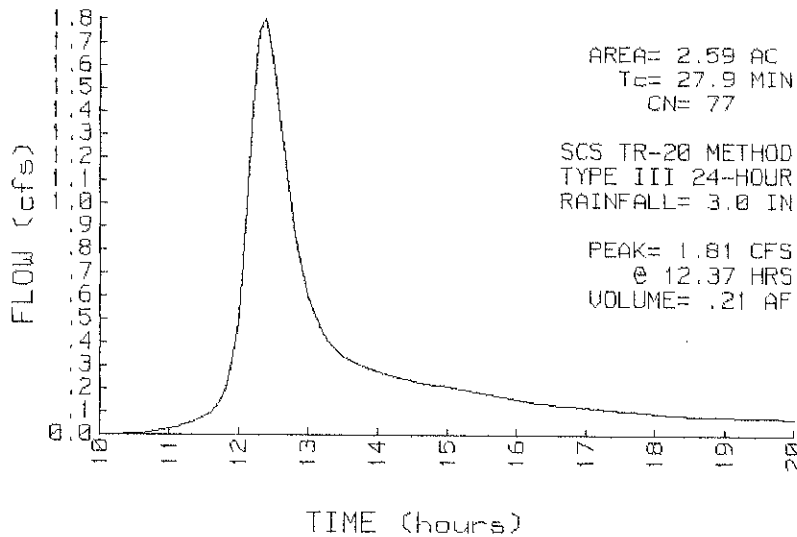
PEAK= 1.81 CFS @ 12.37 HRS, VOLUME= .21 AF

ACRES	CN	
.08	67	BG B
1.75	77	BU C
.75	78	SN & BO D
.01	98	pavement
2.59	77	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 3.0 IN
 SPAN= 10-20 HRS, dt=.1 HRS

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	15.2
Woods: Light underbrush n=.4 L=140' P2=3 in s=.1 '/'		
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	12.7
Woodland Kv=5 L=380' s=.01 '/' V=.5 fps		
Total Length= 520 ft		Total Tc= 27.9

SUBCATCHMENT 3 RUNOFF
 NORTHEAST CORNER



TYPE III 24-HOUR RAINFALL= 3.0 IN 2 YEAR STORM

Prepared by PINKHAM & GREER

21 Oct 96

HydroCAD 4.52 000465 (c) 1986-1996 Applied Microcomputer Systems

SUBCATCHMENT 4

SOUTHWEST CORNER

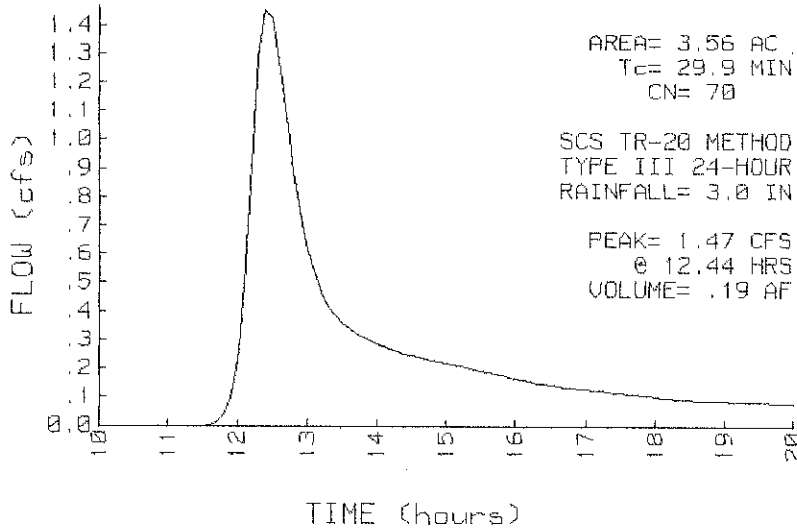
PEAK= 1.47 CFS @ 12.44 HRS, VOLUME= .19 AF

ACRES	CN	
2.47	67	BG B
1.09	78	HR C/D
3.56	70	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 3.0 IN
 SPAN= 10-20 HRS, dt=.1 HRS

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	11.7
Woods: Light underbrush	n=.4 L=100' P2=3 in s=.1 '/'	
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	7.5
Woodland	Kv=5 L=320' s=.02 '/' V=.71 fps	
SHALLOW CONCENTRATED/UPLAND FLOW	ACROSS CAT 5	10.7
Woodland	Kv=5 L=320' s=.01 '/' V=.5 fps	
Total Length= 740 ft		Total Tc= 29.9

SUBCATCHMENT 4 RUNOFF
 SOUTHWEST CORNER



SUBCATCHMENT 5 NORTHWEST CORNER

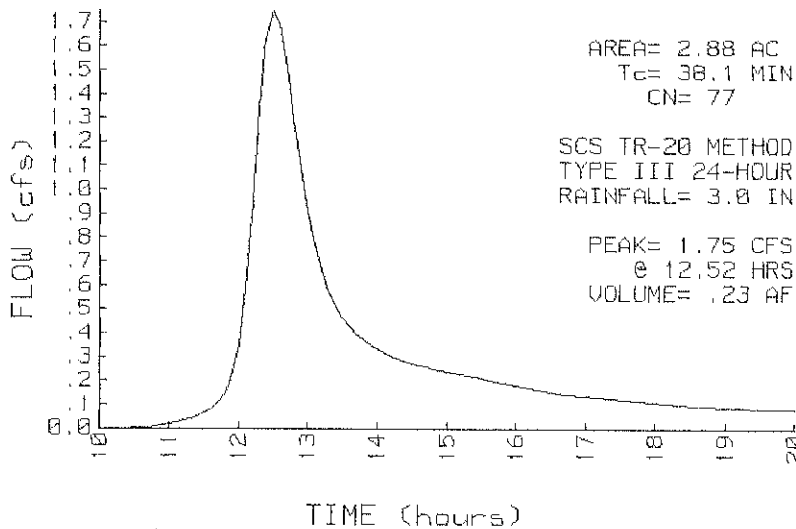
PEAK= 1.75 CFS @ 12.52 HRS, VOLUME= .23 AF

ACRES	CN	
0.00	0	0
.39	67	BG B
.82	78	HR C/D
1.67	78	SN D
2.88	77	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 3.0 IN
 SPAN= 10-20 HRS, dt=.1 HRS

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	26.8
Woods: Light underbrush	n=.4 L=200' P2=3 in s=.05 '/'	
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	11.3
Woodland	Kv=5 L=340' s=.01 '/' V=.5 fps	
Total Length= 540 ft		Total Tc= 38.1

SUBCATCHMENT 5 RUNOFF
 NORTHWEST CORNER



SUBCATCHMENT 10 DEVELOPED SOUTH CORNER

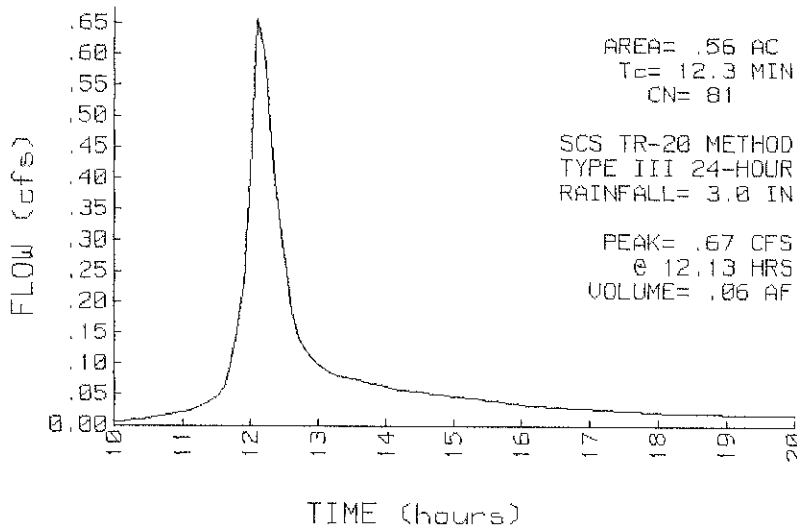
PEAK= .67 CFS @ 12.13 HRS, VOLUME= .06 AF

ACRES	CN	
.08	98	BUILDING & PAVEMENT
.01	67	HR B
.47	78	SN C/D
.56	81	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 3.0 IN
 SPAN= 10-20 HRS, dt=.1 HRS

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	12.3
Grass: Short n=.15 L=220' P2=3 in s=.06 '/'		

SUBCATCHMENT 10 RUNOFF
 DEVELOPED SOUTH CORNER



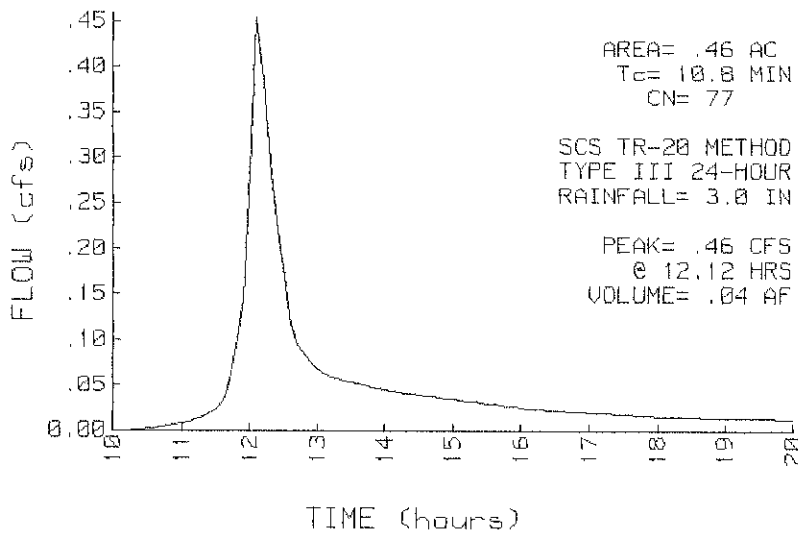
SUBCATCHMENT 20 DEVELOPED TO BASIN

PEAK= .46 CFS @ 12.12 HRS, VOLUME= .04 AF

ACRES	CN		SCS TR-20 METHOD
.03	98	BUILDING & PAVEMENT	TYPE III 24-HOUR
.08	67	BG B	RAINFALL= 3.0 IN
.12	77	HR C	SPAN= 10-20 HRS, dt=.1 HRS
.23	78	SN D	
.46	77		

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	5.8
Grass: Short n=.15 L=100' P2=3 in s=.08 '/'		
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	5.0
Woodland Kv=5 L=150' s=.01 '/' V=.5 fps		
Total Length= 250 ft		Total Tc= 10.8

SUBCATCHMENT 20 RUNOFF
 DEVELOPED TO BASIN



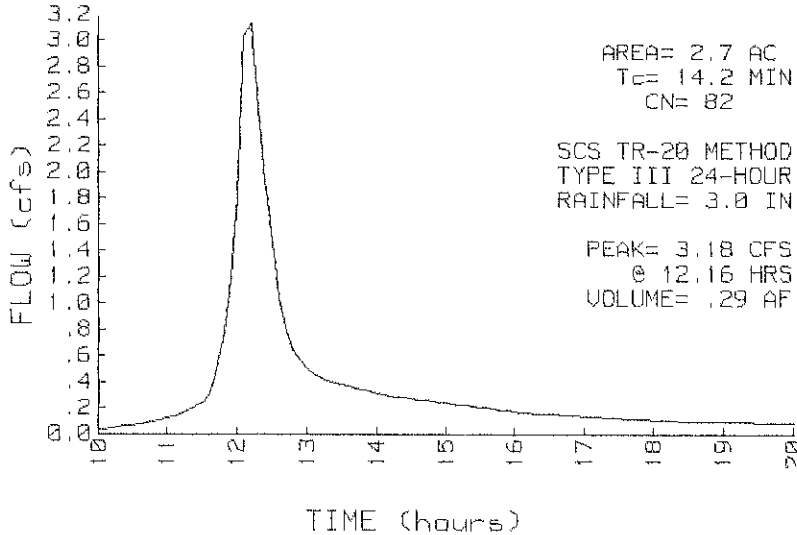
SUBCATCHMENT 30 DEVELOPED NORTHEAST CORNER

PEAK= 3.18 CFS @ 12.16 HRS, VOLUME= .29 AF

ACRES	CN		SCS TR-20 METHOD
.57	98	BUILDING & PAVEMENT	TYPE III 24-HOUR
.05	67	BG B	RAINFALL= 3.0 IN
1.35	77	BU C	SPAN= 10-20 HRS, dt=.1 HRS
0.00	0	0	
.73	78	BO D	
2.70	82		

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	2.4
Smooth surfaces n=.011 L=160'	P2=3 in s=.01 '/'	
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	.5
Grassed Waterway Kv=15 L=100'	s=.05 '/' V=3.35 fps	
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	11.3
Forest w/Heavy Litter Kv=2.5 L=120'	s=.005 '/' V=.18 fps	
Total Length= 380 ft		Total Tc= 14.2

SUBCATCHMENT 30 RUNOFF
 DEVELOPED NORTHEAST CORNER



SUBCATCHMENT 40

DEVELOPED SOUTHWEST SIDE

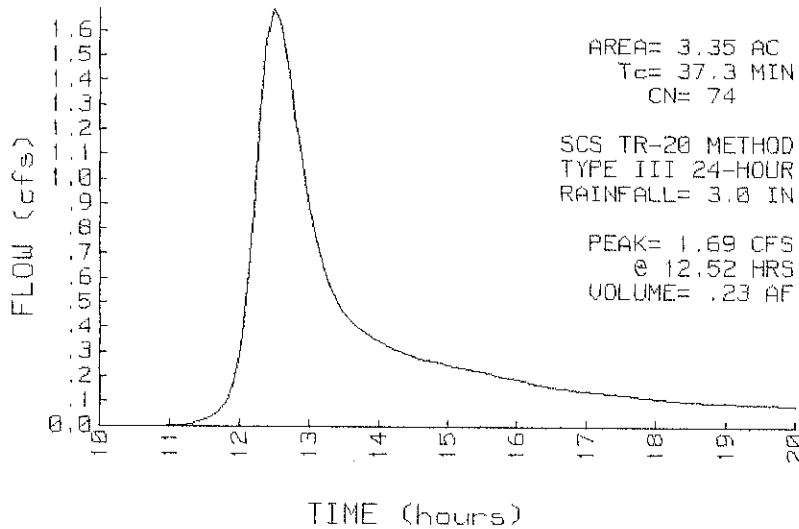
PEAK= 1.69 CFS @ 12.52 HRS, VOLUME= .23 AF

ACRES	CN	
.54	98	BUILDING & PAVEMENT
2.04	67	BG B
.05	78	SN D
.72	77	C SOILS
3.35	74	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 3.0 IN
 SPAN= 10-20 HRS, dt=.1 HRS

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	22.2
Woods: Light underbrush n=.4	L=100' P2=3 in s=.02 '/'	
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	15.1
Forest w/Heavy Litter Kv=2.5	L=320' s=.02 '/' V=.35 fps	
Total Length= 420 ft		Total Tc= 37.3

SUBCATCHMENT 40 RUNOFF
 DEVELOPED SOUTHWEST SIDE



SUBCATCHMENT 50

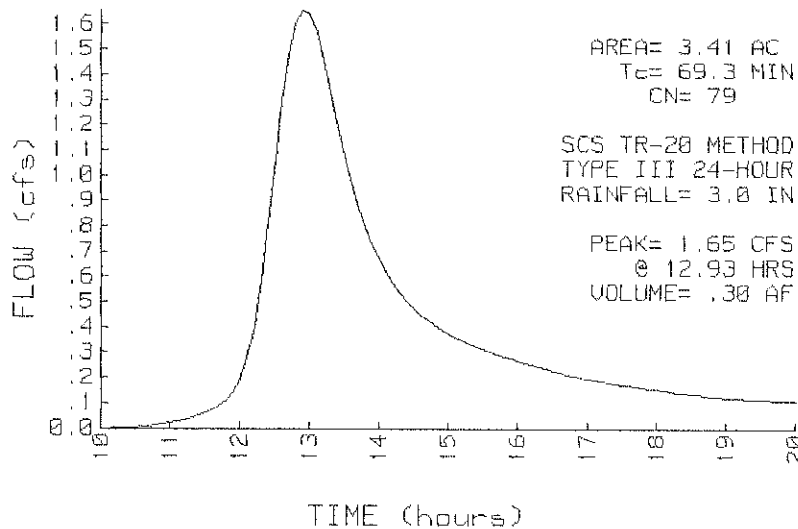
DEVELOPED NORTHWEST SIDE

PEAK= 1.65 CFS @ 12.93 HRS, VOLUME= .30 AF

ACRES	CN		SCS TR-20 METHOD
.49	98	BUILDINGS & PAVEMENT	TYPE III 24-HOUR
.62	67	BG B	RAINFALL= 3.0 IN
.72	78	SN C/D	SPAN= 10-20 HRS, dt=.1 HRS
1.58	78	SN D	
3.41	79		

Method	Comment	Tc (min)
TR-55 SHEET FLOW	SHEET	46.6
Woods: Dense underbrush n=.8	L=200' P2=3 in s=.05 '/'	
SHALLOW CONCENTRATED/UPLAND FLOW	SHALLOW	22.7
Forest w/Heavy Litter Kv=2.5	L=340' s=.01 '/' V=.25 fps	
Total Length= 540 ft		Total Tc= 69.3

SUBCATCHMENT 50 RUNOFF
DEVELOPED NORTHWEST SIDE



REACH 10

THEORETICAL REACH

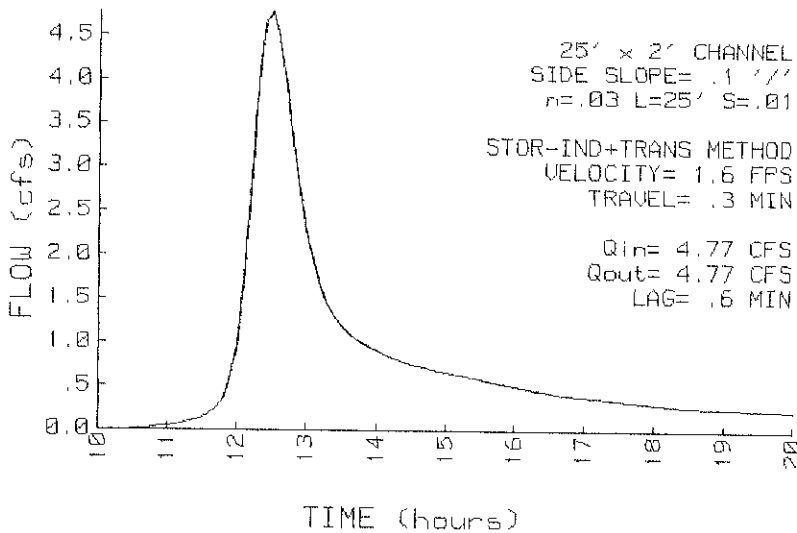
Qin = 4.77 CFS @ 12.48 HRS, VOLUME= .63 AF
 Qout= 4.77 CFS @ 12.49 HRS, VOLUME= .63 AF, ATTEN= 0%, LAG= .6 MIN

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)
0.0	0.0	0.00
.2	5.4	8.72
.4	11.6	28.60
.6	18.6	58.19
.9	28.9	111.04
1.2	44.4	205.60
1.6	65.6	356.19
2.0	90.0	552.68

25' x 2' CHANNEL
 SIDE SLOPE= .1 '/'
 n= .03
 LENGTH= 25 FT
 SLOPE= .01 FT/FT

STOR-IND+TRANS METHOD
 PEAK DEPTH= .11 FT
 PEAK VELOCITY= 1.6 FPS
 TRAVEL TIME = .3 MIN
 SPAN= 10-20 HRS, dt=.1 HRS

REACH 10 INFLOW & OUTFLOW
 THEORETICAL REACH



REACH 410

SWALE

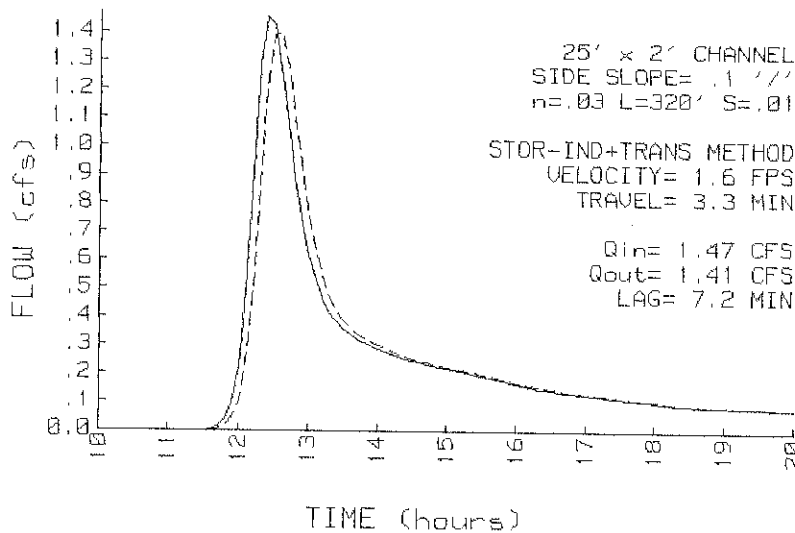
Qin = 1.47 CFS @ 12.44 HRS, VOLUME= .19 AF
 Qout= 1.41 CFS @ 12.56 HRS, VOLUME= .19 AF, ATTEN= 4%, LAG= 7.2 MIN

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)
0.0	0.0	0.00
.2	5.4	8.72
.4	11.6	28.60
.6	18.6	58.19
.9	28.9	111.04
1.2	44.4	205.60
1.6	65.6	356.19
2.0	90.0	552.68

25' x 2' CHANNEL
 SIDE SLOPE= .1 '/'
 n= .03
 LENGTH= 320 FT
 SLOPE= .01 FT/FT

STOR-IND+TRANS METHOD
 PEAK DEPTH= .03 FT
 PEAK VELOCITY= 1.6 FPS
 TRAVEL TIME = 3.3 MIN
 SPAN= 10-20 HRS, dt=.1 HRS

REACH 410 INFLOW & OUTFLOW SWALE



REACH 510

ACROSS CATCH 50

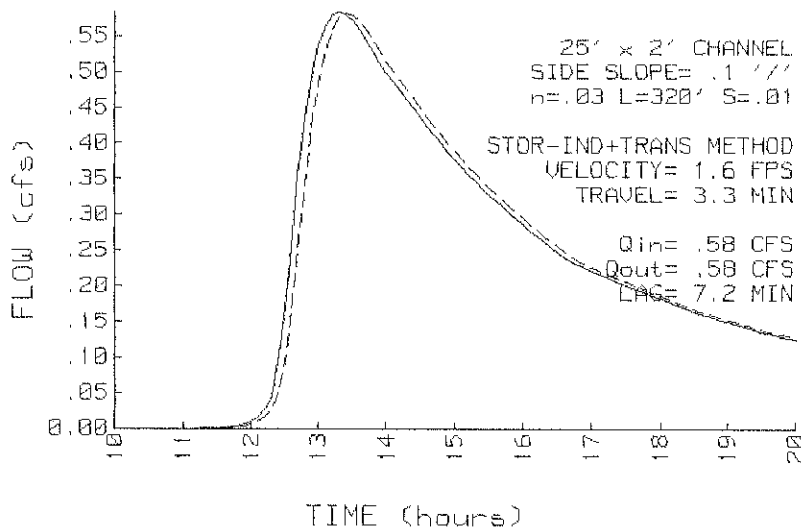
Q_{in} = .58 CFS @ 13.29 HRS, VOLUME= .19 AF
 Q_{out} = .58 CFS @ 13.41 HRS, VOLUME= .19 AF, ATTEN= 0%, LAG= 7.2 MIN

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)
0.0	0.0	0.00
.2	5.4	8.72
.4	11.6	28.60
.6	18.6	58.19
.9	28.9	111.04
1.2	44.4	205.60
1.6	65.6	356.19
2.0	90.0	552.68

25' x 2' CHANNEL
 SIDE SLOPE= .1 '/'
 n= .03
 LENGTH= 320 FT
 SLOPE= .01 FT/FT

STOR-IND+TRANS METHOD
 PEAK DEPTH= .01 FT
 PEAK VELOCITY= 1.6 FPS
 TRAVEL TIME = 3.3 MIN
 SPAN= 10-20 HRS, dt=.1 HRS

REACH 510 INFLOW & OUTFLOW
 ACROSS CATCH 50



REACH 520

THEORETICAL REACH

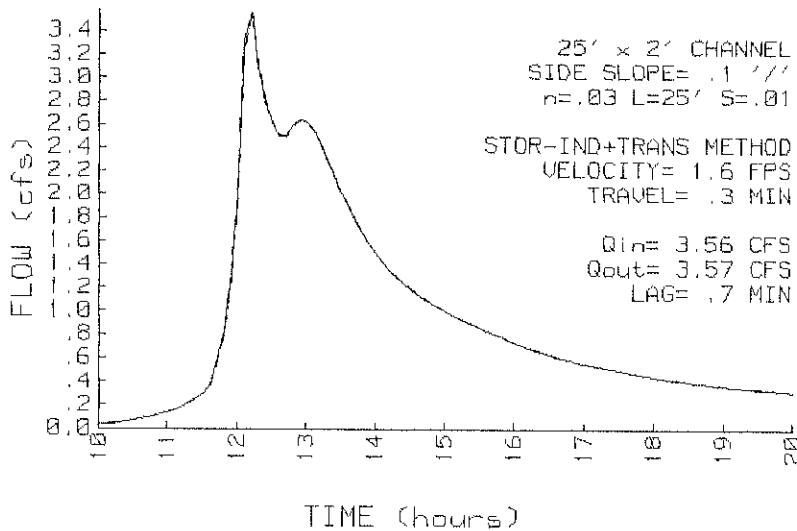
Qin = 3.56 CFS @ 12.18 HRS, VOLUME= .78 AF
 Qout= 3.57 CFS @ 12.19 HRS, VOLUME= .78 AF, ATTEN= 0%, LAG= .7 MIN

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)
0.0	0.0	0.00
.2	5.4	8.72
.4	11.6	28.60
.6	18.6	58.19
.9	28.9	111.04
1.2	44.4	205.60
1.6	65.6	356.19
2.0	90.0	552.68

25' x 2' CHANNEL
 SIDE SLOPE= .1 '/'
 n= .03
 LENGTH= 25 FT
 SLOPE= .01 FT/FT

STOR-IND+TRANS METHOD
 PEAK DEPTH= .08 FT
 PEAK VELOCITY= 1.6 FPS
 TRAVEL TIME = .3 MIN
 SPAN= 10-20 HRS, dt=.1 HRS

REACH 520 INFLOW & OUTFLOW
 THEORETICAL REACH



POND 400

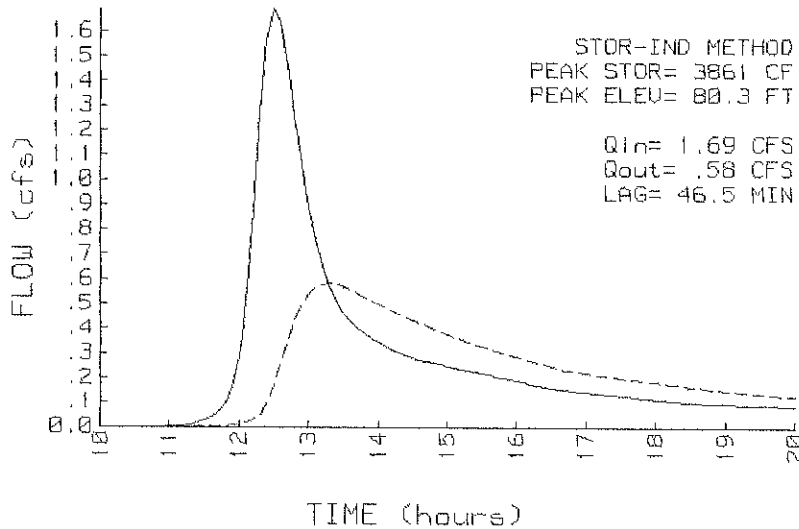
POND AT ROAD

Qin = 1.69 CFS @ 12.52 HRS, VOLUME= .23 AF
 Qout= .58 CFS @ 13.29 HRS, VOLUME= .19 AF, ATTEN= 65%, LAG= 46.5 MIN

ELEVATION (FT)	AREA (SF)	INC.STOR (CF)	CUM.STOR (CF)	STOR-IND METHOD
80.0	0	0	0	PEAK STORAGE = 3861 CF
82.0	24000	24000	24000	PEAK ELEVATION= 80.3 FT
84.0	41600	65600	89600	FLOOD ELEVATION= 84.0 FT
				START ELEVATION= 80.0 FT
				SPAN= 10-20 HRS, dt=.1 HRS
				Tdet= 119.5 MIN (.19 AF)

#	ROUTE	INVERT	OUTLET DEVICES
1	P	80.0'	15" CULVERT n=.01 L=40' S=.01'/' Ke=.05 Cc=.9 Cd=.86

POND 400 INFLOW & OUTFLOW
 POND AT ROAD



TYPE III 24-HOUR RAINFALL= 4.7 IN 10 YEAR STORM

Prepared by PINKHAM & GREER

21 Oct 96

HydroCAD 4.52 000465 (c) 1986-1996 Applied Microcomputer Systems

RUNOFF BY SCS TR-20 METHOD: TYPE III 24-HOUR RAINFALL= 4.7 IN, SCS U.H.

RUNOFF SPAN = 10-20 HRS, dt= .10 HRS, 101 POINTS

SUBCAT NUMBER	AREA (ACRE)	Tc (MIN)	--GROUND COVERS (%CN)--				WGT'D CN	C	PEAK (CFS)	Tpeak (HRS)	VOL (AF)
1	.79	24.7	10%67	90%78	-	-	77	-	1.34	12.31	.14
2	.36	16.7	44%67	11%77	44%78	-	73	-	.61	12.20	.06
3	2.59	27.9	3%67	68%77	29%78	0%98	77	-	4.18	12.35	.47
4	3.56	29.9	69%67	31%78	-	-	70	-	4.15	12.40	.49
5	2.88	38.1	0%00	14%67	28%78	58%78	77	-	4.01	12.49	.52
10	.56	12.3	14%98	2%67	84%78	-	81	-	1.42	12.13	.12
20	.46	10.8	7%98	17%67	26%77	50%78	77	-	1.06	12.11	.08
30	2.70	14.2	21%98	2%67	50%77	0%00	82	-	6.64	12.15	.58
			27%78	-	-	-					
40	3.35	37.3	16%98	61%67	1%78	21%77	74	-	4.20	12.49	.54
50	3.41	69.3	14%98	18%67	21%78	46%78	79	-	3.64	12.89	.66

REACH ROUTING BY STOR-IND+TRANS METHOD

REACH NO.	DIAM (IN)	BOTTOM WIDTH (FT)	DEPTH (FT)	SIDE SLOPES (FT/FT)		n	LENGTH (FT)	SLOPE (FT/FT)	PEAK VEL. (FPS)	TRAVEL TIME (MIN)	PEAK Qout (CFS)
10	-	25.0	2.0	.10	.10	.030	25	.0100	1.8	.2	11.74
410	-	25.0	2.0	.10	.10	.030	320	.0100	1.6	3.3	4.01
510	-	25.0	2.0	.10	.10	.030	320	.0100	1.6	3.3	2.15
520	-	25.0	2.0	.10	.10	.030	25	.0100	1.6	.3	7.69

POND ROUTING BY STOR-IND METHOD

POND NO.	START	FLOOD	PEAK	PEAK	----- PEAK FLOW -----				---Qout---	
	ELEV. (FT)	ELEV. (FT)	ELEV. (FT)	STORAGE (AF)	Qin (CFS)	Qout (CFS)	Qpri (CFS)	Qsec (CFS)	ATTEN. (%)	LAG (MIN)
400	80.0	84.0	80.7	.19	4.20	2.16			48	28.6

TYPE III 24-HOUR RAINFALL= 5.5 IN 25 TEAR STORM

Prepared by PINKHAM & GREER

21 Oct 96

HydroCAD 4.52 000465 (c) 1986-1996 Applied Microcomputer Systems

RUNOFF BY SCS TR-20 METHOD: TYPE III 24-HOUR RAINFALL= 5.5 IN, SCS U.H.

RUNOFF SPAN = 10-20 HRS, dt= .10 HRS, 101 POINTS

SUBCAT NUMBER	AREA (ACRE)	Tc (MIN)	--GROUND COVERS (%CN)--				WGT'D CN	C	PEAK (CFS)	Tpeak (HRS)	VOL (AF)
1	.79	24.7	10%67	90%78	-	-	77	-	1.73	12.30	.18
2	.36	16.7	44%67	11%77	44%78	-	73	-	.80	12.20	.07
3	2.59	27.9	3%67	68%77	29%78	0%98	77	-	5.38	12.34	.60
4	3.56	29.9	69%67	31%78	-	-	70	-	5.59	12.39	.66
5	2.88	38.1	0%00	14%67	28%78	58%78	77	-	5.16	12.48	.67
10	.56	12.3	14%98	2%67	84%78	-	81	-	1.78	12.12	.15
20	.46	10.8	7%98	17%67	26%77	50%78	77	-	1.36	12.11	.11
30	2.70	14.2	21%98	2%67	50%77	0%00	82	-	8.32	12.15	.72
			27%78	-	-	-					
40	3.35	37.3	16%98	61%67	1%78	21%77	74	-	5.50	12.48	.71
50	3.41	69.3	14%98	18%67	21%78	46%78	79	-	4.64	12.88	.84

REACH ROUTING BY STOR-IND+TRANS METHOD

REACH NO.	DIAM (IN)	BOTTOM WIDTH (FT)	DEPTH (FT)	SIDE SLOPES (FT/FT)		n	LENGTH (FT)	SLOPE (FT/FT)	PEAK VEL. (FPS)	TRAVEL TIME (MIN)	PEAK Qout (CFS)
10	-	25.0	2.0	.10	.10	.030	25	.0100	2.1	.2	15.41
410	-	25.0	2.0	.10	.10	.030	320	.0100	1.6	3.3	5.40
510	-	25.0	2.0	.10	.10	.030	320	.0100	1.6	3.3	3.06
520	-	25.0	2.0	.10	.10	.030	25	.0100	1.7	.2	9.85

POND ROUTING BY STOR-IND METHOD

POND NO.	START	FLOOD	PEAK	PEAK	----- PEAK FLOW -----				---Qout---	
	ELEV. (FT)	ELEV. (FT)	ELEV. (FT)	STORAGE (AF)	Qin (CFS)	Qout (CFS)	Qpri (CFS)	Qsec (CFS)	ATTEN. (%)	LAG (MIN)
400	80.0	84.0	80.8	.23	5.50	3.09			44	25.9

RUNOFF BY SCS TR-20 METHOD: TYPE III 24-HOUR RAINFALL= 6.7 IN, SCS U.H.

RUNOFF SPAN = 10-20 HRS, dt= .10 HRS, 101 POINTS

SUBCAT NUMBER	AREA (ACRE)	Tc (MIN)	--GROUND COVERS (%CN)--				WGT'D CN	C	PEAK (CFS)	Tpeak (HRS)	VOL (AF)
1	.79	24.7	10%67	90%78	-	-	77	-	2.32	12.30	.25
2	.36	16.7	44%67	11%77	44%78	-	73	-	1.10	12.20	.10
3	2.59	27.9	3%67	68%77	29%78	0%98	77	-	7.23	12.34	.81
4	3.56	29.9	69%67	31%78	-	-	70	-	7.88	12.38	.92
5	2.88	38.1	0%00	14%67	28%78	58%78	77	-	6.94	12.48	.90
10	.56	12.3	14%98	2%67	84%78	-	81	-	2.33	12.12	.19
20	.46	10.8	7%98	17%67	26%77	50%78	77	-	1.82	12.11	.14
30	2.70	14.2	21%98	2%67	50%77	0%00	82	-	10.85	12.15	.94
			27%78	-	-	-					
40	3.35	37.3	16%98	61%67	1%78	21%77	74	-	7.53	12.47	.97
50	3.41	69.3	14%98	18%67	21%78	46%78	79	-	6.18	12.87	1.11

REACH ROUTING BY STOR-IND+TRANS METHOD

REACH NO.	DIAM (IN)	BOTTOM WIDTH (FT)	DEPTH (FT)	SIDE SLOPES (FT/FT)	n	LENGTH (FT)	SLOPE (FT/FT)	PEAK VEL. (FPS)	TRAVEL TIME (MIN)	PEAK Qout (CFS)
10	-	25.0	2.0	.10 .10	.030	25	.0100	2.3	.2	21.10
410	-	25.0	2.0	.10 .10	.030	320	.0100	1.6	3.3	7.61
510	-	25.0	2.0	.10 .10	.030	320	.0100	1.6	3.3	4.49
520	-	25.0	2.0	.10 .10	.030	25	.0100	1.9	.2	13.11

POND ROUTING BY STOR-IND METHOD

POND NO.	START ELEV. (FT)	FLOOD ELEV. (FT)	PEAK ELEV. (FT)	PEAK STORAGE (AF)	----- PEAK FLOW -----				---Qout---	
					Qin (CFS)	Qout (CFS)	Qpri (CFS)	Qsec (CFS)	ATTEN. (%)	LAG (MIN)
400	80.0	84.0	81.1	.30	7.53	4.53			40	23.4

B. Stormwater calculation model.

1. One day precipitation values. Values to be used in preparation of the TR-20 or TR-55 study. (Revised April 16, 1992)

S&WCD Number, Field Office and S&WCD Location	Rainfall Frequency 24-hour Duration					
	2 yr	5 yr	10 yr	25 yr	50 yr	100 yr
1. Fort Kent - St. John Valley	2.0	3.0	3.5	4.0	4.4	4.8
2. Presque Isle - Central Aroostook	2.4	3.2	3.6	4.2	4.6	5.0
3. Houlton - Southern Aroostook	2.5	3.3	3.8	4.4	4.8	5.3
4. Sanford - York County	2.5	4.0	4.6	5.4	6.0	6.6
5. Dover-Foxcroft - Piscataquis County						
- North of CPR	2.5	3.3	3.8	4.4	4.8	5.3
- South of CPR	2.6	3.4	4.0	4.6	5.0	5.5
6. Belfast - Waldo County	2.5	3.7	4.3	4.9	5.5	6.0
7. Bangor - Penobscot County						
- North of CPR	2.5	3.3	3.8	4.4	4.9	5.4
- South of CPR	2.7	3.5	4.1	4.8	5.3	5.8
8. Skowhegan - Somerset County						
- North of CPR	2.5	3.3	3.8	4.4	4.8	5.3
- South of CPR	2.7	3.5	4.1	4.7	5.2	5.7
9. Portland - Cumberland County						
- Northwest of Route 11	3.3	4.3	5.0	5.9	6.4	7.9
- Southeast of Route 11	3.0	4.0	4.7	5.5	6.0	6.7
10. South Paris - Oxford County						
- West of Route 26	3.5	4.5	5.2	6.0	6.5	7.1
- East of Route 26	3.0	4.0	4.6	5.3	5.9	6.4
11. Augusta - Kennebec County	3.0	3.8	4.4	5.1	5.6	6.1
12. Rockland - Knox - Lincoln County	2.9	3.8	4.4	5.1	5.6	6.2
13. Auburn - Androscoggin Valley	3.0	3.9	4.6	5.4	5.9	6.5
14. Farmington - Franklin County	2.9	3.7	4.2	4.9	5.4	5.9
15. Machias - Washington County	2.5	3.4	4.0	4.8	5.3	5.9
16. Ellsworth - Hancock County	2.7	3.6	4.2	4.9	5.4	6.0

Appendix A: RUNOFF CURVE NUMBERS

Runoff curve numbers for urban areas¹

Cover description		Curve numbers for hydrologic soil group—			
Cover type and hydrologic condition	Average percent impervious area ²	A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.) ³ :					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) ⁴ ...		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) ⁵		77	86	91	94
Idle lands (CN's are determined using cover types similar to those in table 2-2c)					

¹Average runoff condition, and $I_n = 0.2S$.

²The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.

³CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

⁴Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

⁵Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4, based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.

Runoff curve numbers for other agricultural lands¹

Curve numbers for hydrologic soil group—	Cover description		Hydrologic condition	Cover type
	A	B		

89	86	79	68	Poor	Pasture, grassland, or range—continuous forage for grazing. ²
84	79	69	49	Fair	
80	74	61	39	Good	
78	71	59	30	—	Meadow—continuous grass, protected from grazing and generally mowed for hay.
83	77	67	48	Poor	Brush—brush-weed-grass mixture with brush the major element. ³
77	70	56	35	Fair	
73	65	48	30	Good	
86	82	73	57	Poor	Woods—grass combination (orchard or tree farm). ⁵
82	76	65	43	Fair	
79	72	58	32	Good	
83	77	66	45	Poor	Woods. ⁶
79	73	60	36	Fair	
77	70	55	30	Good	Farmsteads—buildings, lanes, driveways, and surrounding lots.
86	82	74	59	—	

¹Average runoff condition, and $I_p = 0.2S$.

²Poor: < 50% ground cover or heavily grazed with no much.

³Fair: 50 to 75% ground cover and not heavily grazed.

⁴Good: > 75% ground cover and highly or only occasionally grazed.

⁵Poor: < 50% ground cover.

⁶Fair: 50 to 75% ground cover.

⁷Good: > 75% ground cover.

⁸Actual curve number is less than 30; use CN = 30 for runoff computations.

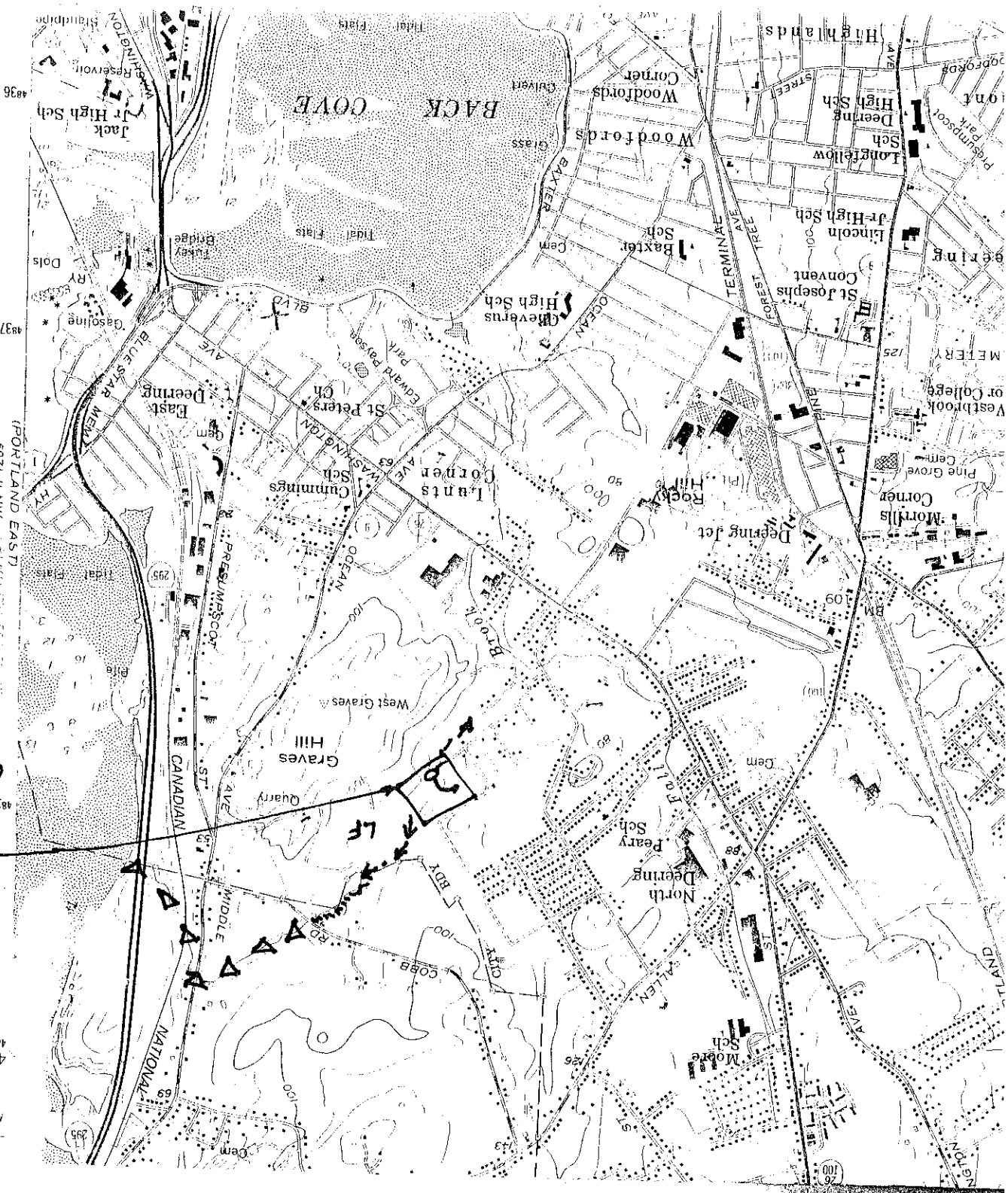
⁹CN's shown were computed for areas with 50% woods and 50% grass (pasture) cover. Other combinations of conditions may be computed from the CN's for woods and pasture.

¹⁰Poor: Forest litter, small trees, and brush are destroyed by heavy grazing or regular burning.
¹¹Fair: Woods are grazed but not burned, and some forest litter covers the soil.
¹²Good: Woods are protected from grazing, and litter and brush adequately cover the soil.

PROBLY
LOCATION
CORELY
WOODS
10/21/96

42'30"
4840
DURR

(PORTLAND EAST)
6971 11 NW
BURNSIDE



PRELIMINARY SUBMISSION
for
COPLEY WOODS SUBDIVISION
in
PORTLAND, MAINE

APRIL 22, 1996

Prepared for:

KTO BUILDERS
P.O. BOX 1755
WINDHAM, ME 04062



Prepared by:

Paul W. Lawrence Consulting, Inc.
999 Roosevelt Trail, Box #25
P.O. Box 369
Windham, ME 04062-0369



Paul W. Lawrence Consulting

RESIDENTIAL & COMMERCIAL DEVELOPMENT

April 22, 1996

Alex Yagerman
Richard Knowland
Planning Department
389 Congress Street
Portland, ME 04101

RE: Copley Woods Subdivision, (previously Apple Ledge II)

Dear Mr. Yagerman & Mr. Knowland:

We would like to take this opportunity to present Copley Woods Subdivision to the City's Planning Staff for comment and to secure a position on one of the May agendas to present the project before the Planning Board.

The following submission has been assembled to provide a brief history regarding the pertinent aspects of past events to the current proposal. This history section is then followed by a discussion of the issues as previously identified. Finally, the submission contains attachments for reference to the first two sections.

It is our intention that this meeting will provide us with the necessary direction required to complete a meaningful package for consideration by the Planning Board. We are prepared to provide the number of copies required by staff for the Planning Board by the end of the week, assuming no major revisions are required.

Thank you for your consideration of this matter, we look forward to working with the Planning Staff to make the project a desirable place for future residents to live.

Sincerely,

Paul W. Lawrence

Copley Woods Subdivision (previously Apple Ledge II)

A 27-lot Planned Residential Unit Development, (PRUD)

History:

This project was originally conceived of as a 25 unit condominium plan and approved as Phase II of Apple Ledge Condominiums in 1987. In 1993, KTO Builders purchased interest in Phase II from APEX, Inc. with intentions of converting the condominium plan into a single family dwelling PRUD. KTO is maintaining as much of the Apple Ledge character as possible while providing individual residents with a limited amount of privately owned land around their units as well as providing the opportunity for sharing common open space. KTO Builders has purchased four (4) abutting parcels since 1993; this represents approximately 3.68 acres of additional property. This represents an increase of significant proportion and is accompanied by an extremely modest increase in proposed housing units; two (2), bringing the total to 27. KTO intends to build all homes within the subdivision to insure that the integrity of the design is fulfilled through the construction phase of the project.

Issues:

(In response to the memo from Richard Knowland dated August 9, 1994)

Planned Residential Unit Development Standards

Design relationship to the site: The proposed lot configuration has been designed to wrap around the elevated protrusion of ledge in the westerly portion of the parcel, the houses have been located and oriented to take maximal advantage of solar exposure while making provisions to enhance available privacy conditions. There were a number of apple trees along the edge of the proposed road, most of these trees are in a blighted condition; we propose to save those which are healthy and replace those which are not going to survive. The open space has been organized in three (3) basic blocks, the first in the form of a continuous 25' wide buffer around the entire perimeter of the project, the second block is an approximately half acre parcel located along the west side of the main access road and consists mainly of open acreage with a few scattered trees and scrubs, this area could be used for either active or passive recreation. The last block of open space is a large plot of land in the northeast corner of the development, we believe that this acreage would be most appropriately utilized as active open space. This space is remote from all traffic, is connected to the development via a footpath between lot #s 15 and 16 and also abuts Pine Grove Avenue and public walking paths beyond.

Internal design character and relationship to surrounding neighborhood:

KTO has designed Copley Woods to result in a neighborhood within a neighborhood. Care has been taken to ensure that the types of houses selected are in keeping with the general character of the surrounding neighborhood. Several of the facades will be more reminiscent of those found in Apple Ledge Condominiums while others are more in keeping with those found in the surrounding single family residential neighborhoods. Most importantly, this group of homes is designed to provide variability within a range that supports a cohesive neighborhood character. Please refer to the attached proposed building plans for an indication of the group of housing units proposed for Copley Woods.

Recreation and open space:

External buffers: As is noted on the plan, KTO proposes to provide a 25' wide external buffer around the entire perimeter of the project. This buffer is maintained adjacent to existing developed abutting property as well as adjacent to paper streets and Apple Ledge Condominiums. We do not intend to dually qualify this area as passive recreation space in order to avoid the situation of allowing walkers to pass too close to some of the units located adjacent to the buffers.

Internal buffers: Copley Woods has been configured to provide sufficient distance between individual units to provide privacy between units and along the paved surfaces.

Passive recreational open space: A half-acre area has been set aside on the north side of the main access drive. This area is generally open with a few scattered trees. We would propose that this area is ideally suited for an enhanced landscaping effort to create a grove of apple trees and to also be utilized as a picnic area with picnic tables and park benches and some perennial flowers and various woody scrubs. We will call this area The Orchard Common.

Active recreational open space: In addition to the half-acre orchard we propose to designate and improve the entire northeast corner of the parcel for active recreational purposes. This area, approximately an acre in size, is sufficient to support a multipurpose athletic field and playground area for swing sets and a jungle gym. The elevated, wooded area along the Pine Grove Avenue area will make an ideal location for several picnic tables from which parents could enjoy watching their children at play.

Private open spaces: The proposed configuration provides every resident with an opportunity to enjoy their own private yard spaces. Each lot contains several thousand square feet of private yard for use as lawns, gardens, privacy buffers, decks and patios. Shared portions of driveways are to remain as a part of the common-owned elements.

Drainage

The road and lot configuration, as now proposed, seeks to create as little disruption as possible to the existing natural drainage pattern. Consequently, we have identified five (5) separate subcatchments; we intend to maintain these drainage areas in their current configuration. Hydrological computations to support this strategy are attached and indicate that this approach is both feasible and desirable. Copley Woods will rely on the existing Apple Ledge system to the minimum degree possible, calculations indicate that we are well within system capacity. The three (3) housing units referred to in The Knowland memo dated August 4, 1994 have been struck from today's proposal and rendered associated concerns a moot issue. Our approach seeks to recognize and take advantage of the moderating effects the lower elevation soil conditions have on local drainage. Based on the factors that most of the areas to be cleared are sparsely covered now and that portions of the property exhibit shallow-to-bedrock conditions, we do not expect the post-developed condition to be markedly different from the pre-developed condition.

Trail Connection

Copley Woods plans to take full advantage of its proximity to the city owned open space to the northeast by providing residents with a walking path that connects the main drive to the trail network via a designated walking path between lots 15 and 16. This path will then pass through the active open space and then lead onto the established pathway in the Pine Grove Avenue right of way. KTO plans to construct a path that is in keeping with the character of the remainder of the trail network.

KTO is mindful of the number of paper streets in the general area of Copley Woods and is open to engaging in discussions with City representatives in an effort to support appropriate future pedestrian and vehicular traffic.

Sidewalk along Main Driveways

KTO Builders understand that the nature of the project has changed in several significant ways; we would like to discuss the appropriateness of sidewalks in this street system considering that this is not a through-street situation. We look to the balance of the existing neighborhood and are hard-pressed to understand the need for sidewalks in this project. Please consider that Copley Woods is to be accessed via the extension of Huntington Avenue and will not share Apple Ledge Drive as originally planned.

Relationship between Phase One and Two

We have integrated responses to most City concerns in this section, greater details are contained within the preceding text:

Phase One's Large Playfield: Copley Woods as now designed includes a large playfield which is consistent with the play area found in Apple Ledge Phase I

Interesting Landscaping: The current proposal for Copley Woods has returned to an interesting landscaping plan with the inclusion of the Orchard Common in the passive open space

Phase II Trail Connection: As discussed in the preceding paragraphs, KTO Builders intends to take full advantage of the projects proximity to the City's trail network by providing the most direct access possible via a walking path between lots 15 and 16.

Common Driveway: Although the main entrance to Copley Woods is a proposed extension of Huntington Avenue we do intend to create an internal connection to Phase I via a fire lane. This fire lane will not only provide emergency access for the residents of Copley Woods but also will provide an alternative access for emergency vehicles attempting to reach Apple Ledge.

We look forward to this meeting as an opportunity to establish a productive working relationship and to initiate a open project development cooperation with City Planning Staff for our mutual benefit.



Paul W. Lawrence Consulting

RESIDENTIAL & COMMERCIAL DEVELOPMENT

March 8, 1996

Alex Yagerman
Planning Department
389 Congress Street
Portland, ME 04101

RE: Copley Woods Subdivision, (previously Apple Ledge II)

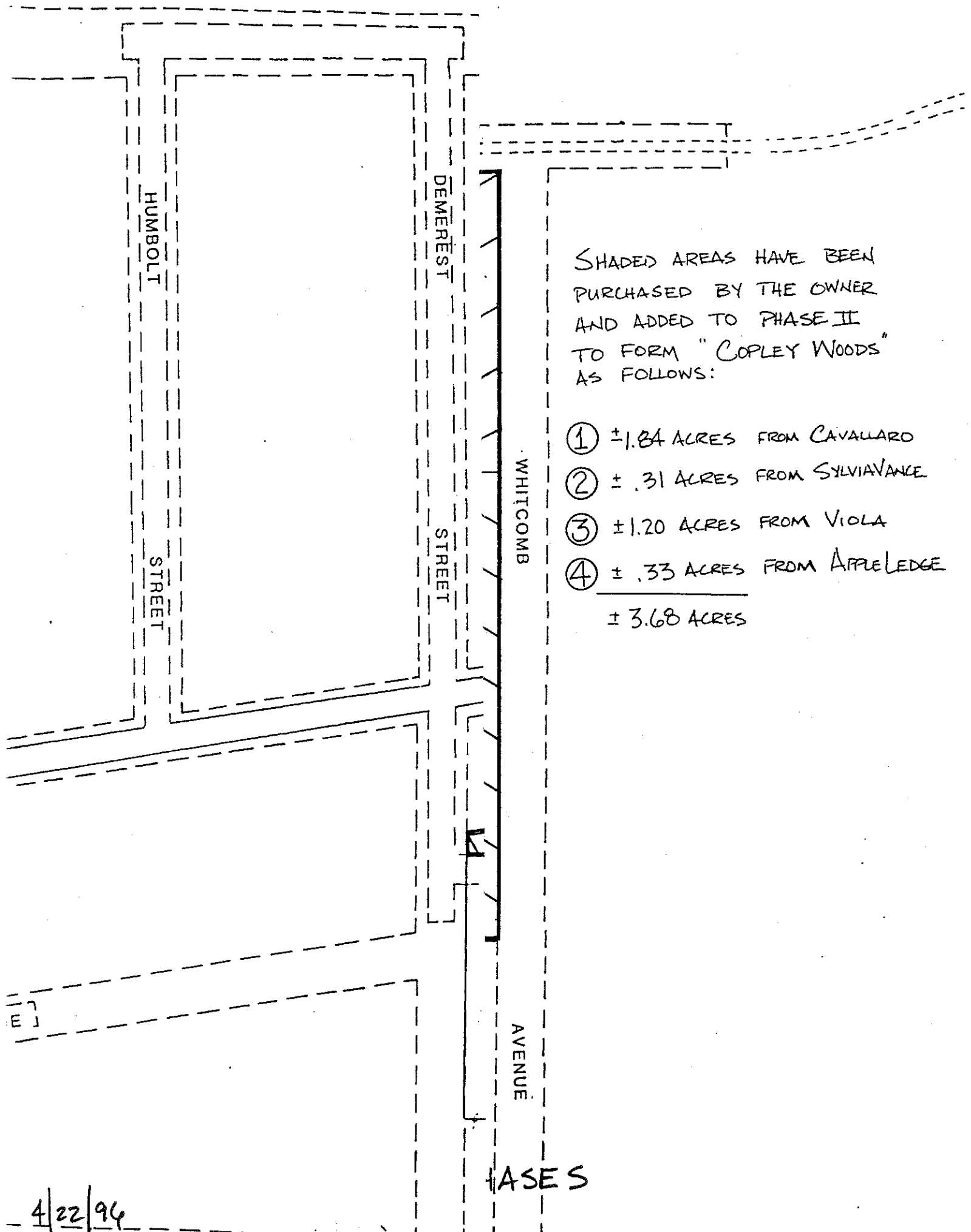
Dear Mr. Yagerman:

We are in the process of conducting additional site investigations as necessary to move this project forward to the next step in the review process. In an effort to address the most recent concerns expressed by city senior planner, Richard Knowland, we have conducted additional site reconnaissance and performed additional design efforts with regard to traffic, internal access, building placement, topography, surface drainage, PRUD design standards, trail access and open space configuration. We have purchased additional acreage abutting the project which will allow us to provide more suitable recreation space and still maintain the previously proposed 25' wide perimeter buffer. We believe that this newly-configured 27-lot single family subdivision plan will address site issues as identified and will be seen as a *good fit* into the existing neighborhood.

We are anticipating that we will have a new plan ready for consideration within the next few weeks. We would like to request that you place us on the next available Planning Board Agenda in April. We will be in touch soon to confirm your required submission contents, copies and timing. We look forward to the opportunity of working with the City's Planning Department and Planning Board to further refine our subdivision concept. Please feel free to offer any suggestions which you feel will contribute to our mutual goal of developing a final design which will optimize the "livability" of this project for future residents and fit into the existing neighborhood.

Sincerely,

Paul W. Lawrence



SHADED AREAS HAVE BEEN PURCHASED BY THE OWNER AND ADDED TO PHASE II TO FORM "COPLEY WOODS" AS FOLLOWS:

- ① ± 1.84 ACRES FROM CAVALLARO
 - ② ± .31 ACRES FROM SYLVIA VANCE
 - ③ ± 1.20 ACRES FROM VIOLA
 - ④ ± .33 ACRES FROM APPLELEDGE
-
- ± 3.68 ACRES

4/22/96

PHASES

ADAMS & COMPANY
Consulting Civil/Environmental Engineering
477 Congress Street, Suite 420
Portland, Maine 04101
(207) 774-0447

Memorandum

To: Members of the Planning
Board and Staff
Portland, Maine

From: Thomas R. Adams, P.E.

Project: Copley Woods

Date: July 12, 1994

A Sketch Plan of this project is attached.

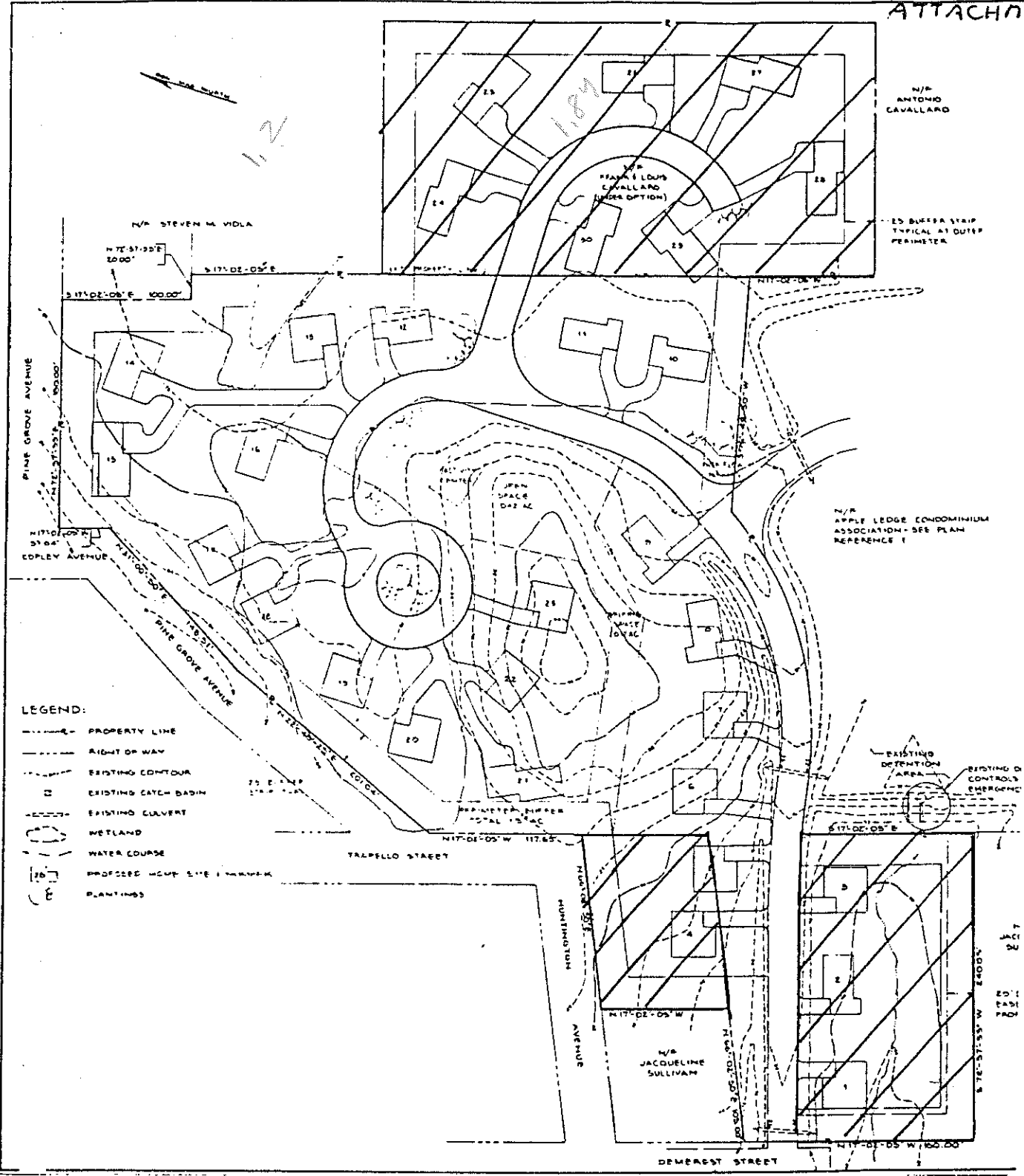
The project is proposed as a 28-unit Planned Residential Unit Development, (PRUD), on approximately eight acres of land. Net residential density is approximately 9,880 square feet per unit. All housing units will be single family with attached garages.

The site abuts the Apple Ledge Phase I project that was recently built off of Demerest Street. Most of the land for this project was recently proposed as Phase II of Apple Ledge. Additional abutting parcels include approximately 1.8 acres to the east and approximately 0.8 acres to the west. Both these parcels are under option; the latter parcel, which is to the right of the road into Apple Ledge when entering from Demerest Street now belongs to Apple Ledge.

The roadway and utilities serving Apple Ledge will be extended to Copley Woods. Site drainage will flow to Apple Ledge as it does now. We understand the detention facility constructed during Phase I of Apple Ledge to have been sized for the complete Apple Ledge project. This seems probable, but has not yet been confirmed. If so, then this project would be very unlikely to exceed the capacity that has already been provided for stormwater detention.

Common area will be provided in a central location as shown on the sketch plan and an activity center will be provided for the residents of the PRUD.

C



ADDITIONAL LAND AREA
ACQUIRED FOR PHASE TWO

LAND USE

§ 14-526

- (9) The provision for exterior lighting will not be hazardous to motorists traveling on adjacent public streets; is adequate for the safety of occupants or users of the site; and such lighting will not cause significant annoyance, glare or undesirable spill-over onto adjacent properties;
- (10) The development will not create fire or other safety hazards and provides adequate access to the site and to the buildings on the site for emergency vehicles;
- (11) The proposed development is designed so as to be consistent with off-premises infrastructure, existing or planned by the city;
- (12) Any industrial development will prevent undue adverse environmental consequences, including without limitation any substantial diminution to the value or utility of neighboring structures or significant hazard to the health or safety of persons residing in the vicinity by controlling the sound levels, particulates, and other emissions it generates;
- (13) For development within the R-P zone, where there is a consistent established architectural style or character to the existing structures in the immediate vicinity in which the development is proposed, that the concurrently visible architectural style or character of the proposed development would not be incongruous to that established style or character;
- * (14) Planned residential unit developments in the R-3, R-5 or R-5A residential zones and manufactured housing parks shall meet the following standards:
- a. Design relationship to site: The layout and design of buildings, roadways, parking areas, open space, 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, and the solar orientation provides natural light within dwelling units, in outdoor open space and in recreation areas.
 - b. Internal design character and relationship to surrounding neighborhood: The design and layout of the development and buildings exhibit a cohesive design character and complement existing development in the surrounding neighborhood by virtue of such features as architectural style, height, scale and massing, character of exterior facades and roofs, circulation, open space, landscaping, and the transition of scale and massing with the surrounding neighborhood. Buildings with more than two (2) dwelling units or greater than forty (40) feet in length shall provide variation in roof and facade character through changes in facade setback, roof configuration, and projecting or recessed building elements.
 - c. Recreation and open space: All open spaces on the site shall be integrated into the development and designated on the site plan. Each development shall have the following features:
 1. External buffers: An effective and permanent screening from neighboring properties and roadways;

- 2. *Internal buffers:* Areas planted, maintained and located in such a manner as to provide privacy between units and buildings and paved areas and screening of parking, utilities, roadways, waste collection facilities and storage facilities;
- 3. *Passive recreational open space:* Open spaces, designated and improved with such features as gardens, picnic areas, walking trails; benches and lawn and seating areas;
- 4. *Active recreational open space:* Open spaces designated and improved for active recreational use with facilities such as tennis courts, basketball courts, multipurpose athletic fields, swimming pools, and recreational buildings;
- 5. *Private open spaces:* Open spaces designated for the individualized use of unit owners such as yards, decks and patios;

(15) Two-family, special needs independent living unit, multiple-family development, lodging houses and emergency shelters shall meet the following standards:

a. Proposed structures and related site improvements shall meet the following standards:

- 1. (a) The exterior design of the proposed two-family structures, lodging houses and emergency shelters, including architectural style, facade materials, roof pitch, building form and height, shall be designed to complement and enhance the nearest residential neighborhood;
- (b) The exterior design of the proposed special needs independent living unit or multiple-family structures, including architectural style, facade materials, roof pitch, building form and height, window pattern and spacing, porches and entryways, cornerboard and trim details, and facade variation in projecting or recessed building elements, shall be designed to complement and enhance the nearest residential neighborhood. The design of exterior facades shall provide positive visual interest by incorporating appropriate architectural elements;
- 2. The proposed development shall respect the existing relationship of buildings to public streets. New development shall be integrated with the existing city fabric and streetscape including building placement, landscaping, lawn areas, porch and entrance areas, fencing, and other streetscape elements;
- 3. Open space on the site for all two-family, special needs independent living unit and multiple-family development shall be integrated into the development site. Such open space in a special needs independent living unit or a multiple-family development shall be designed to complement and enhance the building form and development proposed on the site. Open space functions may include but are not limited to buffers and screening from streets and neighboring properties, yard space for residents, play areas, and planting strips along the perimeter of proposed buildings;

November 23, 1994

To: The Portland Planning Board
c.c. Rick Knowland, City Planning Department

From: The Owners and Residents of the Apple Ledge Condominiums

Re: Concerns about developer Tony Vance's proposed "Copley Woods" project

I am writing on behalf of a committee of owners at Apple Ledge Condominiums who have been appointed to deal with concerns about the proposed "Copley Woods" development planned by developer Tony Vance of KTO Builders. As you know, his proposed project would be adjacent to the Apple Ledge Condominiums in the North Deering area of Portland. It would include property that was originally intended to be "Phase II" of our condominium Association and other properties adjacent to us. For reasons outlined in this letter, many of the owners at Apple Ledge are very concerned about the potential impacts of this proposed development.

Mr. Vance has previously contacted our Association to try to get us to provide access to his proposed "Copley Woods" development through our private entrance road, Apple Ledge Drive, as well as access to our sewer/water connection under this road. We decided against providing this access for various reasons. One major reason is that Mr. Vance wanted access for property outside of the "Phase II" land.

We do not believe our road, drainage, or sewer connections are safe or adequate for a large development such as "Copley Woods." Moreover, the easements for "Phase II" over Apple Ledge Drive is only for the benefit of "Phase II." We are not legally required to provide any access to houses that would be outside of "Phase II," and we do not currently intend to provide such access.

Recently, we were informed that Mr. Vance intends to pursue his "Copley Woods" development without our agreement. This raises numerous concerns for us, and we request that you consider our concerns in your review of any plans Mr. Vance submits to the Planning Board. Our concerns include:

LEGAL CONCERNS: In addition to the road and sewer access issues noted above, we have other legal concerns about Mr. Vance's proposed development. Maps included in Mr. Vance's last proposal to the planning board appear to include as part of his development land that is actually the property of the Apple Ledge Association (part of our "Phase I" area). Presumably, Mr. Vance wants to use some of our property to meet "open space" requirements. The paperwork he submitted to the city suggests that he has some agreement with our Association to buy or use certain parts of our property. Please be advised that we do not have any such agreement with Mr. Vance. You should also know that in February 1992, we signed

an agreement with the previous owner of "Phase II", Peoples Heritage Bank, which outlined certain limitations on the use of the "Phase II" property. We want to be sure that any development in that area complies with the terms of this agreement, and does not violate any other legal rights we may have as local property owners. We also want to be sure that we have ample opportunity to be involved in the city's planning review process.

DRAINAGE CONCERNS: Our "Phase I" land is relatively poorly drained and already has some drainage problems. We are therefore very concerned about the potential impacts of run-off and drainage -- during and after construction -- from any development adjacent to our property. We believe that Mr. Vance's proposed development could cause serious drainage problems for us.

TRAFFIC SAFETY CONCERNS: As you may know, the street leading into our neighborhood is Huntington Avenue. There are no sidewalks along Huntington or our private access road. Many young children and other pedestrians walk and play on these streets, and the safety issues associated with this situation are already a concern of many local residents. We believe that the increased traffic from a large development project such as that proposed by Mr. Vance would considerably increase these local traffic safety concerns.

ENVIRONMENTAL CONCERNS: The area surrounding the Apple Ledge condominiums is one of the remaining heavily-wooded areas in this part of Portland. There are a number of existing trails through these woods which are regularly used by many local residents for hiking, biking, skiing, and other recreational activities. These woods also provide locally important habitat to deer and other animals, and to a great variety of birds -- including some that have become relatively uncommon in this region of the state, such as the pileated woodpecker. We are concerned that a large development such as that planned by Mr. Vance would seriously impact the recreational and environmental qualities of this popular wooded area.

HEALTH CONCERNS: As you are no doubt aware, the land behind our condominiums has been used for both legal and illegal dumping in the past. We believe that the city needs to make sure that any construction in this area will not release hazardous or toxic chemicals into local runoff.

AESTHETIC AND FINANCIAL CONCERNS: As we understand it, Mr. Vance plans to build at least 24 homes in his "Copley Woods" development. We have also heard that he is considering building even more homes on land near to or abutting this area. In our discussions with Mr. Vance, we asked him what the progression of this development might be like. We were hoping that his development would proceed in a staged, planned fashion. For example, we asked if he would limit construction to a certain area, such as "Phase II," first -- to see how things went, make sure that the development actually turned out to be financially solvent, and

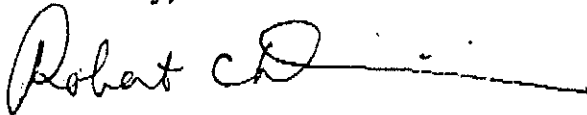
did not create too many problems -- before building on any other adjacent properties. Mr. Vance informed us that, on the contrary, he planned to build on any lot in the "Copley Woods" properties that anyone wanted to buy, whenever they wanted to buy it. Given the number of local developers who have gone bankrupt and left behind unfinished projects and unsightly piles of bulldozed earth and construction debris (including the original developer of Apple Ledge), his comment raises concerns about a patchwork of construction that may or may not ever be ultimately "completed." Moreover, whether his proposed development were partially or fully completed, we are also concerned about how many trees Mr. Vance will remove, about having adequate visual buffers between our condominiums and his development, about the noise and heavy equipment traffic associated with a large development, and about whether Mr. Vance will completely remove the all of the debris that would be associated with such a development. These and related issues are concerns in terms of the potential aesthetic impacts, the impacts on our general quality of life at Apple Ledge, and the potential impacts on the values of our properties.

We sincerely hope that you will take the concerns outlined above into consideration as you review the proposals made by Mr. Vance. We also hope that you keep us informed about events associated with your review process, your responses to our concerns, and any decisions you may make.

Finally, please be informed that Michael Bunting, who is a member of the Apple Ledge Association Board, has a conflict of interest with regard to Mr. Vance's proposed development and does not represent the Apple Ledge Board or owners on this particular issue. Mr. Bunting is a real estate agent who plans to sell homes in "Copley Woods" for Mr. Vance if the project goes forward. He has therefore recused himself from any decisions by our Association Board related to Mr. Vance's project.

Thank you for your consideration.

Sincerely,



Robert C. Deis
On behalf of the Apple Ledge Owners Association

Original

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (hereinafter "Contract") is made this ____ day of April, 1995 between **APPLE LEDGE CONDOMINIUM ASSOCIATION** (hereinafter "Seller") of Portland, Cumberland County, Maine and **KTO BUILDERS, INC.** (hereinafter "Buyer") of Windham, Cumberland County, Maine. In consideration of the mutual promises of the Seller and Buyer, set forth herein, Seller and Buyer agree as follows:

1. PREMISES.

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate, viz: A certain lot or parcel of land situated in Portland, Maine, located Northerly of the Apple Ledge Access Road, tentatively delineated on attached Appendix A (hereinafter "Property"), the precise boundaries of which parcel shall be determined by survey, the cost of which shall be paid by Buyer. Seller will retain a permanent easement over the parcel herein conveyed granting Seller the right and obligation to maintain the premises as they are currently, including mowing the grass and maintaining existing lights, but providing that no active recreational activities shall be conducted on the parcel.

2. PURCHASE PRICE.

(a) Buyer shall tender upon the signing of this Contract, the sum of **Five Thousand and 00/100 (\$5,000.00) Dollars** as earnest money which shall be non-refundable to Buyer, except in the case of Seller's default or if the Portland Planning Board, Department of Environmental Protection, or Army Corp of Engineers fails to approve Buyer's development plans for the Copley Woods Project, then Buyer shall receive a refund of the \$5,000.00 less any accrued legal fees due to Seller pursuant to Section 4(b) of this Contract. At the closing, said earnest money shall be credited in full against the purchase price of **Fifteen Thousand and 00/100 (\$15,000.00) Dollars**.

(b) At the closing, the balance of the purchase price, **Ten Thousand and 00/100 (\$10,000.00) Dollars**, shall be paid by certified check or treasurer's check.

3. SPECIFIC TERMS.

(a) At the closing contemplated hereby, Buyer and Seller will execute an agreement in recordable form whereby Buyer will release its rights to use of the Apple Ledge Access Road except for use as an emergency vehicle access with a locked gate at the property line which Buyer agrees to install and maintain at Buyers expense and Sellers will acknowledge Buyer's right in

conjunction with its development and for the benefit of its Copley Woods project to use of the surface water drainage and detention basin facilities located on Seller's property as such facilities currently exist, but not to enlarge or expand said facilities, as provided in the Second Amendment to Declaration of Apple Ledge Condominiums dated December 2, 1992, Section 4.3 (copy attached). Buyer agrees that all non-emergency vehicular access and all utility services except surface water drainage will be provided to the Copley Woods project through Huntington Avenue or other public street and not through Apple Ledge property. Buyer's use of the said drainage facilities shall be limited to surface water drainage emanating from Phase II of the original Apple Ledge Condominium project. Buyer further agrees at Buyer's sole expense, to create, to construct, and to finish to standards comparable to existing parking areas of Apple Ledge a substitute parking area to accommodate the two or three lost spaces as a result of the emergency road access gate. These new spaces will be in the immediate area of the existing parking. The exact location is to be as designated by Apple Ledge Owner's Association.

(b) At the closing contemplated hereby, Buyer and Seller will enter into an agreement by which they will form a Committee to oversee the regulation, repair, maintenance and replacement of the aforesaid surface water drainage facilities upon the Apple Ledge property and a certain detention basin located on Seller's property and the costs thereof. Such agreement will include inter alia that:

(i) The Committee will consist of five (5) members, two (2) from Seller's Board of Directors, two (2) from the Board of Directors of the Homeowners Association to be formed by Buyer and the fifth (5th) member alternating between a member of each of the said Boards. This Committee shall meet at the request of either homeowner's association.

(ii) The Committee shall have the authority to assess each Association its pro-rata share of the costs of the Committee to fulfill its duties;

(iii) The aforesaid assessments shall be apportioned pro-rata between the two Associations in accordance with their pro-rata share of the total number of completed residential units, but in no case shall an Association be deemed to have less than one (1) unit; and

(iv) The Associations will agree to pay such assessments.

(v) The Buyer and its successors and assigns, including, without limitation, the Copley Woods Condominium Association, will take all reasonable steps necessary to

prevent any contamination from entering into the surface water drainage system serving the Copley Woods Development and passing over the Apple Ledge Condominium property. The Copley Woods Owner's Association shall be responsible for all reasonable expenses or costs of the Apple Ledge Condominium Association in the event that contaminants from the Copley Woods Development enter into the drainage system on Apple Ledge Condominium property resulting in harm to the drainage system or to Apple Ledge Condominium Owners.

(c) Seller agrees to revise its condominium declaration, By-laws and such other documents and to execute any new documents as may be necessary to accomplish the actions set forth in paragraph (b) above and to enable Buyer to develop the so-called Copley Woods Project with single-family residences including, but not limited to, use by Buyer of the drainage system and detention basin located on land of the Seller.

(d) At the closing contemplated hereby, Buyer will execute and deliver to Seller an agreement pursuant to which Buyer will agree that:

(i) Costs to upgrade the aforesaid drainage system and detention basin necessary to accommodate Buyer's contemplated development shall be borne by Buyer;

(ii) Repair of any damage to the road, utilities or property of Seller caused by Buyer or its agents during the contemplated development shall be borne by Buyer and such repairs shall be made within twenty-four (24) hours of notice to Buyer;

(iii) It will not, during development, block the access of Seller's members onto Huntington Avenue except for short periods of time on an infrequent basis only as is absolutely necessary;

(iv) It at its cost, shall temporarily or permanently relocate or replace Seller's members' mailboxes at such location as Seller may direct, if Buyer's development requires such relocation or replacement;

(v) It at its cost, will reseed and replace all grass, shrubs and trees on the Property or on the property of Seller or its members damaged by Buyer or its agents;

(vi) It at its cost, will replace any of Seller's street lamps which require temporary removal during development with the same or comparable street lamps;

(vii) It will subject purchasers of its contemplated development to the same restrictions and conditions of land use to which Seller's members are subject consistent with the Buyer's development of single-family houses;

(viii) It will otherwise abide by restrictions and conditions imposed on Seller's members to the extent the same are compatible with Buyer's development; and

(ix) It will, upon the reasonable demand and notice of Seller, meet from time to time with Seller's Board of Directors to discuss and advise Seller of Buyer's development process and progress.

(x) It will insert language into the Copley Woods Owner's Association Declaration and By-laws which provides that the Owner's Association will take measures to assure that the surface water drainage system running across Apple Ledge property will not be contaminated, and will be responsible for any remediation, cleanup and disposal costs of contamination that does occur and, such costs shall be assessed to the association's members as part of their annual membership fees.

(xi) It will also insert language into the Copley Woods Declaration and Owner's Association By-laws which provides for the payment by the Copley Woods Owner's Association to the Apple Ledge Condominium Association of \$250.00 each year, commencing 24 months after the date of receipt of all required project approvals. This amount shall increase 10% on the 5th year anniversary of the date of commencement and 10% every five years thereafter. The Copley Woods Declaration and Owner's Association By-laws shall also provide that the Apple Ledge Condominium Association shall be granted a lien on property of the Copley Woods Owner's Association to secure the payment of any amounts due to the Apple Ledge Condominium Association pursuant to the terms of this Contract, the Copley Woods Declaration, or Copley Woods Owner's Association By-laws.

(e) Seller agrees on behalf of its members, that it will not oppose Buyer's development plans for Copley Woods as proposed before the Portland Planning Board.

(f) Buyer shall provide to Seller a certification from Buyer's engineer that the existing surface water drainage facilities located on Phase I of the Apple Ledge Condominium project are adequate to properly handle any additional drainage from the Phase II parcel which is proposed to be added to the existing drainage from Phase I and, which certificate shall specify the area of Phase II which is proposed to be drained to the Phase I drainage facilities.

4. CLOSING.

(a) Closing shall be on or before forty-five (45) days from the date upon which the Portland Planning Board's approval of Buyer's development plans for its contemplated single-family home development of the so-called Copley Woods Project becomes final or such a later time as provided by written extensions hereof, at the offices of Michael D. Cooper, Esq., 838 Main Street, Westbrook, Maine or at such other location and date as Seller and Buyer mutually agree upon in writing.

(b) Buyer will assume responsibility for the following:

- * Pro-rated share of real estate taxes.
- * Legal fees/document preparation fees of Buyer's attorney.
- * Deed recording fees.
- * Title search of Property.
- * Recordable Survey.
- * Seller's reasonable legal fees in reviewing this Contract and all other documents associated with this transaction, up to \$2,500.00. (In the event this transaction does not close for any reason other than Seller's default, then Seller's accrued legal fees up to the \$2,500.00 set forth herein, may be retained by Seller and deducted from Buyer's \$5,000 deposit.

(c) Seller will assume responsibility for the following:

- * Pro-rated share of real estate taxes.
- * Clearance of title to Property (if necessary).

(d) At closing, Seller shall give possession by delivery of a Quit-Claim Deed, which deed shall convey the title of the Association and all owners of units in the Apple Ledge Condominiums. The Property shall be free and clear of all encumbrances, excepting building/zoning restrictions of record, restrictive covenants of record and usual public utilities none of which adversely affect the use of the Property as now construed or for its intended use by Buyer.

(e) As of closing, the obligations of Buyer are conditioned upon the following, any of which may be waived by Buyer, in writing, in whole or in part:

(i) No administrative or judicial proceeding shall be in effect or pending, including without limitation any bankruptcy or similar proceeding affecting Seller as debtor, the effect of which is or would be to adversely affect the ability of Seller to convey the Property in the manner contemplated herein;

(ii) All representations and warranties of Seller shall be true in all material respects;

(iii) Due performance of all obligations of Seller hereunder;

5. TITLE DEFECTS.

Should a title search of the Property reveal a defect which causes title not to conform to Maine Bar Association Title Standards, as amended, and such defect cannot be corrected by the closing date, Buyer shall promptly give written notice of such defect to Seller. Upon receipt of such notice, Seller shall have a reasonable time thereafter, not exceeding thirty (30) business days, to cure such defects or to notify Buyer that such defects will not be cured. Should Seller be unable to correct such defect within a reasonable period of time, Buyer may withdraw all monies deposited, and Buyer and Seller shall be relieved of all obligations hereunder. Buyer may also choose to close, notwithstanding such defects in title as may exist.

6. COMMISSIONS.

(a) Seller covenants, represents and warrants that Seller has had no dealings with any broker or agent in connection with the sale of the Property, and covenants and agrees to pay, hold harmless and indemnify Buyer from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent. In the event Seller has utilized a real estate broker, Seller shall be responsible for all commissions due to such broker.

(b) Buyer covenants, represents and warrants that Buyer has had no dealings with any broker or agent in connection with the purchase of the Property, and covenants and agrees to pay, hold harmless and indemnify Seller from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent. In the event Buyer has utilized a real estate broker, Buyer shall be responsible for all commissions due to such broker.

7. DEFAULT.

In the event of a default by Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Contract in which event Buyer shall have its deposit monies returned.

8. SELLER WARRANTIES AND REPRESENTATIONS.

(a) Seller warrants and represents that Seller has good and marketable title to the Property and the right to convey same to Buyer. There are no liens or encumbrances affecting the Property except as noted above.

(b) Seller is unaware whether the Property contains any toxic or hazardous substances or waste or any asbestos materials and makes no warranties or representations regarding same.

9. MISCELLANEOUS CONDITIONS.

(a) Buyer and Seller agree to execute any and all documents, instruments or writings necessary to give effect to the intent and purpose of this Contract.

(b) No modification or waiver of any of the terms and conditions of this Contract shall be valid unless made in writing and signed by Buyer and Seller.

(c) Time is an essential part of this Contract.

(d) Any dispute or claim which arises out of, or relates to, this Contract or the Property shall be submitted to binding mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association.

(e) This Contract and its terms and conditions shall be binding on and inure to the benefit of the successors and assigns of Buyer and Seller. The provisions of this Contract shall be binding upon any successor or owner of the premises and the Copley Woods Owner's Association to be formed by Buyer in conjunction with its development of its adjoining property. The provisions of this Contract shall survive the closing.

(f) This Contract constitutes the entire understanding of Buyer and Seller and supersedes any and all prior written or oral agreements between Buyer and Seller, there having been made no representations or covenants other than those expressly set forth herein.

(g) This Contract shall be governed for all purposes by the laws of the State of Maine.

(h) All notices, demands and other communication shall be made in writing and shall be deemed to have been duly given on the date of service if served personally or on the date of mailing if mailed by first class, certified mail, addressed as follows:

TO SELLER: The Apple Ledge Condominium Association,
c/o Robert C. Deis,
5A Apple Ledge Drive, Portland, ME 04103

TO BUYER: KTO Builders, Inc., 590 Roosevelt Trail,
Windham, Maine 04062

(i) Buyer and Seller agree to make all reasonable and good-faith efforts to satisfy the conditions stated herein within the time periods specified.

(j) A copy of this Contract is to be received by Buyer and Seller. By signature upon same, receipt of copy is hereby acknowledged.

10. ASSOCIATION APPROVAL REQUIRED. This Contract is contingent upon Seller securing an affirmative vote of at least 80% of all of the members entitled to vote approving the sale of the premises to Buyer and authorizing and ratifying the Board of Director's execution of this Contract as required by the Maine Condominium Act. Failure of Seller to secure said vote on or before October 1, 1995 shall void this Contract and Buyer shall be entitled to a full refund of its earnest money deposit.

BUYER

Buyer hereby agrees to purchase the Property at the price and upon the terms and conditions set forth herein.

DATED: 10-13-95

KTO BUILDERS, INC.

01-0483034
Federal I.D. Number

By: Anthony M. Vance Pres.
Anthony M. Vance, President

SELLER

Buyer hereby agrees to purchase the Property at the price and upon the terms and conditions set forth herein.

DATED: Sept. 12, 1995

APPLE LEDGE CONDOMINIUM
ASSOCIATION

01-0469487
Federal I.D. Number

By: Robert C. Deis
Vice President, Robert C. Deis
As authorized by its Board
of Directors

JOHN L. MURPHY, P.E.

Civil Engineer
Traffic Engineer

RR1, BOX 6300
WEST BALDWIN, MAINE 04091-9745
207-625-8222

March 1, 1996

Paul Lawrence
P.O. Box 369
Windham, Maine 04062-0369

Re: Copley Woods Project, Portland, Maine - traffic comments.

Dear Paul:

Copley Woods will add 24 units to the extensive residential area served by Huntington Avenue. Access to Huntington Avenue will be through the existing paved road currently serving 14 units in Apple Ledge Phase I.

Huntington Avenue is 30 feet wide with granite curbs while the access road to Apple Ledge is 24 feet wide with hot bituminous curbing. This latter road has a drainage problem just northerly of the Demerest Street intersection. This drainage problem should be corrected.

The traffic from the proposed units will have only minor impact in the large residential area. Drivers using the access roads, Demerest Street, and Huntington Avenue will be residents of the area and will therefore be well aware of the potential pedestrian usage of these roadways. Sight distance is not obstructed as vehicles park off street. This combination of expectation and clear vision will ensure that at least the current level of safety will be maintained in this residential area.

Conclusions

1. Traffic capacity impact from this project will be minor.
2. New residents in this area driving on the residential streets can be expected to preserve the same level of traffic safety that currently exists.

Sincerely,



John L. Murphy, P.E.

JOHN L. MURPHY, P.E.

Attachment 6

Civil Engineer
Traffic Engineer

RD1, BOX 393
WEST BALDWIN, MAINE 04091
207-625-8222

July 27, 1988

Mike DeLuca
355 Ludlow Street
Portland, Maine 04102

Re: 47 duplex housing units to be located at the end of Huntington Avenue

Dear Mike:

I have made a traffic study to determine the impact of project traffic on the public road system in Portland. Figure 1 attached to this letter shows the expected worst case impact of 47 units during the heavier PM peak hour. The Washington Avenue/Ray Street/Canco Road signalized intersection was selected for analysis as the critical point.

Ray Street was recently signalized by a Maine Department of Transportation project. This permits protected left and right turns from this approach. The additional traffic assigned to this location due to the project (using 100% of all project peak hour traffic) will have very little impact. Average delay increases from 16.1 seconds to 19.5 seconds per vehicle while the volume to capacity ratio increases from .93 to .95. Thus no change in level of service occurs due to project traffic. The peak hour level of service remains at level D which is the normal design condition for areas outside the central business district.

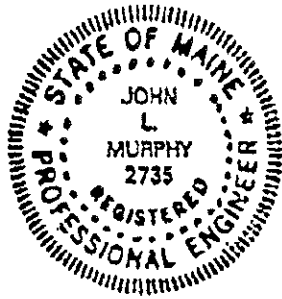
It is important to note that my analysis using the 1984 SOAP computer program is a worst case analysis that included both Ray Street and Canco Road. Yet no adverse impact occurred due to project traffic.

Sincerely,



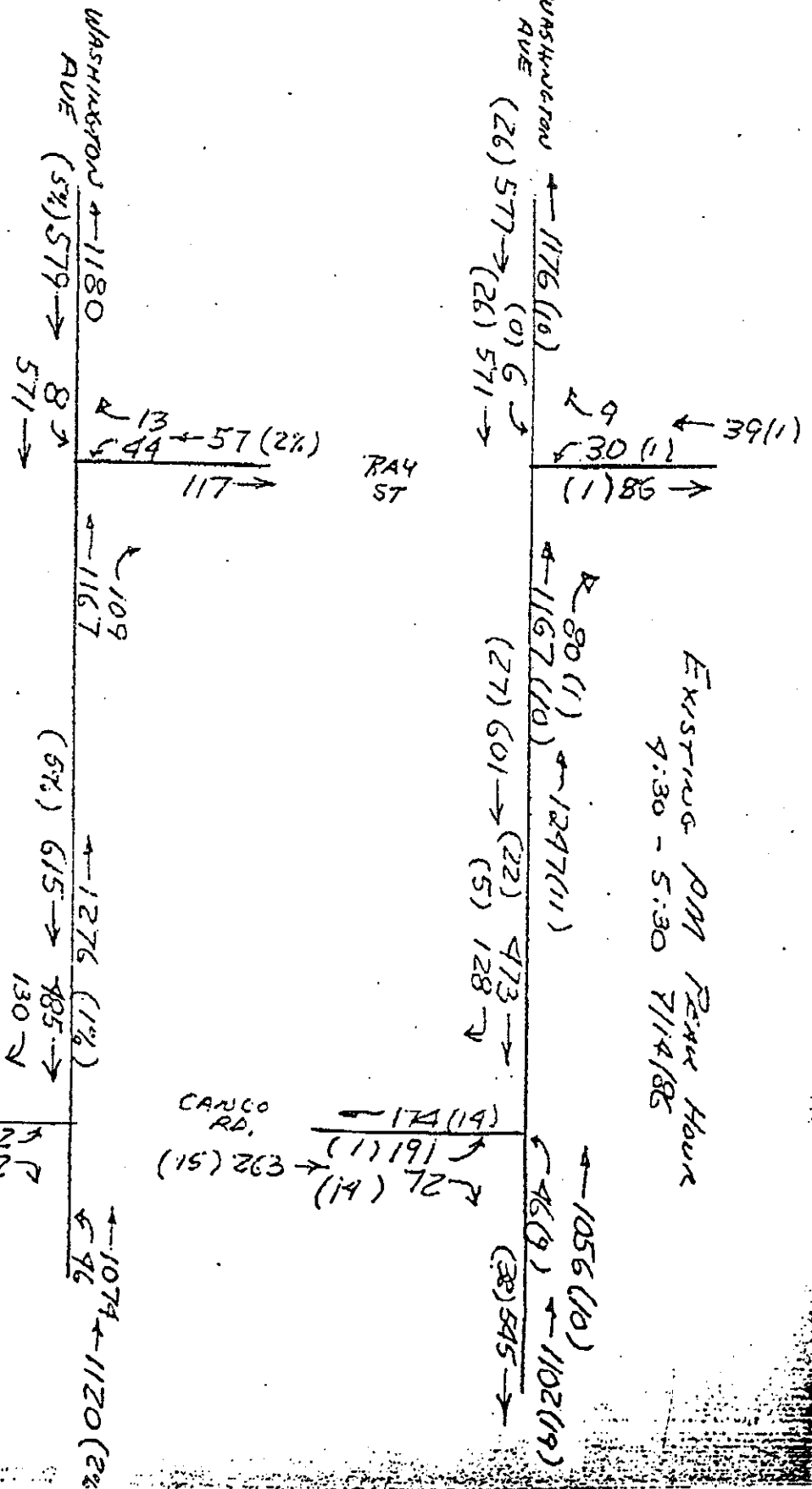
John L. Murphy
Maine PE #2753

FIGURE 1 TRAFFIC IMPACT AND ANALYSIS BASE



LEGEND
 XX = TOTAL VEHICLES
 (X) = TRUCKS

FUTURE PM
 PEAK HOUR w/
 PROJECT OF RT
 HOUSING UNITS
 (ALL TRIPS ASSIGNED
 TO THIS INTERSECTION)



VERSION: 84.03

RELEASE: JUNE, 1985

SIGNAL OPERATIONS ANALYSIS PACKAGE

OFFICE OF IMPLEMENTATION ... FEDERAL HIGHWAY ADMINISTRATION

TECHNICAL SUPPORT MESSAGE CENTER: (904) 392-0378

SOAP INPUT ECHO

NO.	CARD ID	A	B	WBT	WBL	SBT	SBL	EBT	EBL	WBT	WBL	COMMENT
2	1000	0		1500	1700	20	5	30	.95	.5		WASHINGTON/RAY
3	1000	0		1500		75						
*** NOTE ... DEFAULT VALUE USED FOR CYCLE MAX.												
4	1000	0		1500		75						
*** NOTE ... DEFAULT VALUE USED FOR CYCLE MAX.												
5	1000	0		1500	1050	46	571	6	191		39	
6	1000	0		1600	1074	46	571	8	202		57	
7	1000	0		1500		1	1	1	1		1	
8	1000	0		1600		1	1	1	1		1	
9	1000	0		1500		3.5	2.2	2.5	2.2	2.5	2.2	2.5
10	1000	0				1		1				EW
11	1000	0									1	EW
12	1000	0		1500		2	2	5	6		2	
*** NOTE ... SOUTHBOUND LEFT. TRUCK FACTOR ASSUMED NOT TO EXIST.												
*** NOTE ... EASTBOUND LEFT. TRUCK FACTOR ASSUMED NOT TO EXIST.												
*** NOTE ... WESTBOUND LEFT. TRUCK FACTOR ASSUMED NOT TO EXIST.												
13	1000	0		1500		2	2	5	6		2	
*** NOTE ... SOUTHBOUND LEFT. TRUCK FACTOR ASSUMED NOT TO EXIST.												
*** NOTE ... EASTBOUND LEFT. TRUCK FACTOR ASSUMED NOT TO EXIST.												
*** NOTE ... WESTBOUND LEFT. TRUCK FACTOR ASSUMED NOT TO EXIST.												
14	1000	0				1						WASHINGTON/RAY

*** WARNING: THE FOLLOWING MOVEMENTS ARE ASSUMED NOT TO EXIST:

- MOVEMENT NO. 5 EASTBOUND LEFT.
- MOVEMENT NO. 8 WESTBOUND LEFT.

SIGNAL OPERATIONS ANALYSIS PACKAGE

DESIGN AND EVALUATION SUMMARY

INTERSECTION NAME	RUN NO. AND TITLE	CONTROLLER		SEQUENCE		PHASES	LOST TIME		SPECIFIED SAT. LEVEL
		TYPE	DIAL	N/S	E/W		/PH	TOTAL	
WASHINGTON/WAY	1:	ACTUATED	N/A	T	EW	3	3.5	10.5	95.0%

MEASURES OF EFFECTIVENESS

SEQUENCE

MOVEMENTS:	DELAY (VEH-HRS)	STOPS (%)	EXC FUEL (GAL)	EXC LEFT (VEH)	MAXIMUM QUEUE	V/C RATIO	LEFT TURN PROTECTION	TREATMENT VEH/CYC	SEQUENCE						
									PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	
NB THRU	10.66	87.5	25.26		22.0	.95			XXXX						
LEFT	.34	73.6	1.01	.0	.8	.11	NONE	1.0	XXXX						
SB THRU	5.02	44.3	4.70		6.2	.51			XXXX						
LEFT	.14	94.3	.22	.0	.2	.10	NONE	1.0	XXXX						
EB THRU	5.45	99.1	7.50		4.7	.95				XXXX					
WB THRU	1.39	99.8	1.60		1.3	.95					XXXX				

MEASURES OF EFFECTIVENESS

SIGNAL TIMING

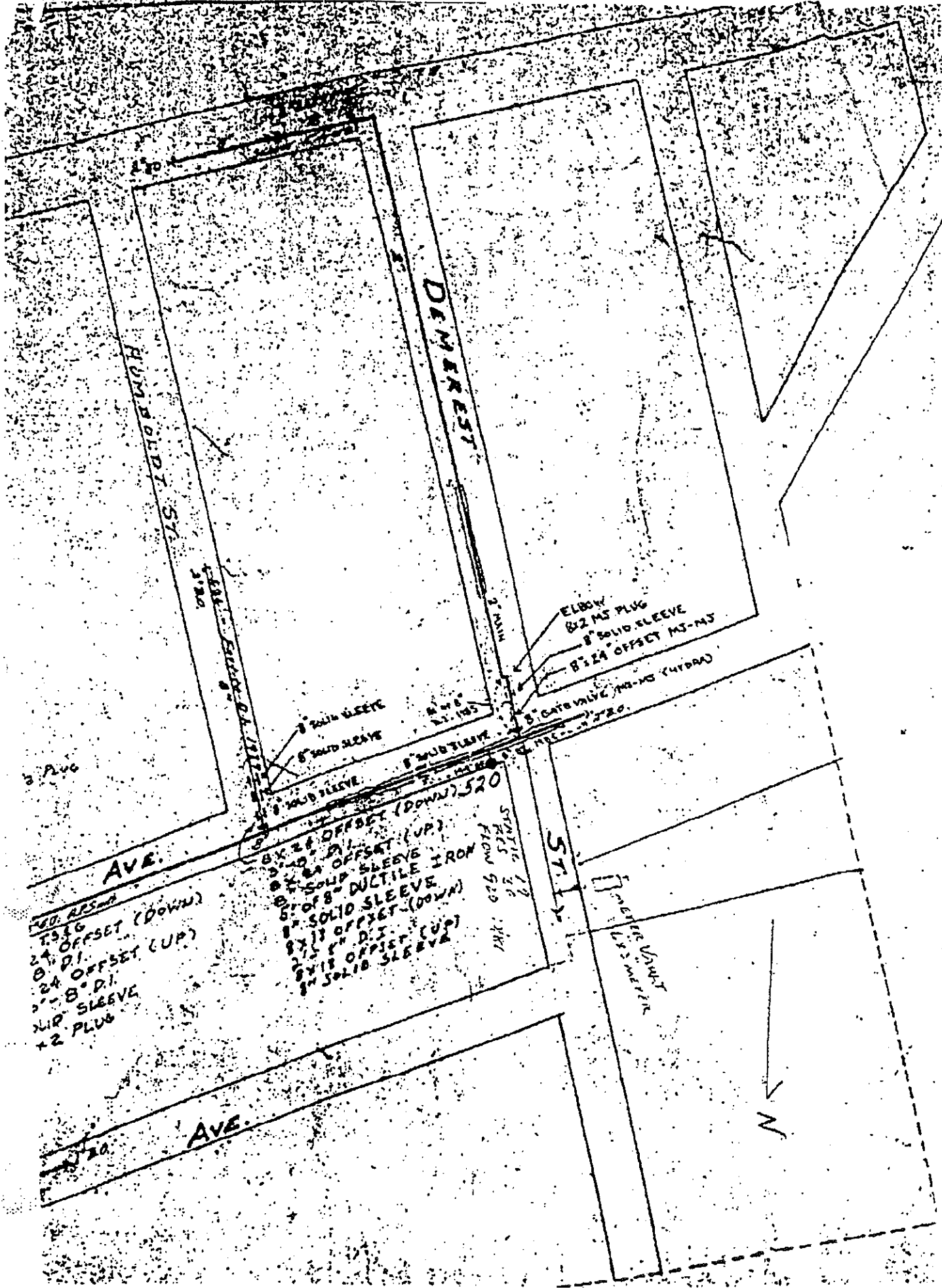
ANALYSIS PERIOD:	DELAY (VEH-HRS)	STOPS (%)	EX. FUEL (GAL)	EX. LEFT (VEH)	MAXIMUM QUEUE	V/C RATIO	ALL RED (SEC)	DIAL CYCLE NO. (SEC)	SIGNAL TIMING						
									PH 1 (%)	PH 2 (%)	PH 3 (%)	PH 4 (%)	PH 5 (%)	PH 6 (%)	
1500-1600:	9.99	75.0	19.59	.0	19.0	.93	.0	N/A 75.0:	75.0	17.7	7.3				
1600-1700:	11.21	75.0	22.30	.0	22.0	.95	.0	N/A 81.3:	74.2	17.8	8.0				
SUMMARY :	20.19	73.5	42.28	.0	22.0	.95									

TIMING BASED ON EQUAL DEGREE OF SATURATION.

TRIPAL OPERATIONS ANALYSIS PACKAGE

LEFT TURN CHECK (PER 60 MINUTE PERIOD)

PERIOD NO. TIME	NORTHBOUND		SOUTHBOUND		EASTBOUND		WESTBOUND	
	VOL	CAP	VOL	CAP	VOL	CAP	VOL	CAP
1 1500	47.	419.	6.	99.	0.	0.	0.	0.
2 1500	47.	410.	8.	59.	3.	0.	0.	0.



HUMBOLDT ST

DEMAREST

AVE.

ST. 12

AVE.

N

ELBOW
 8" MS PLUG
 8" SOLID SLEEVE
 8" 24" OFFSET MS-MS

8" SOLID SLEEVE
 8" SOLID SLEEVE

8" GATE VALVE (MS-MS) (HYDRA)
 8" 24" OFFSET MS-MS

8" 24" OFFSET (DOWN) 520
 8" 24" OFFSET (UP)
 8" SOLID SLEEVE
 8" OF 8" DUCTILE IRON
 8" SOLID SLEEVE
 8" 24" OFFSET (DOWN)
 8" 24" OFFSET (UP)
 8" SOLID SLEEVE

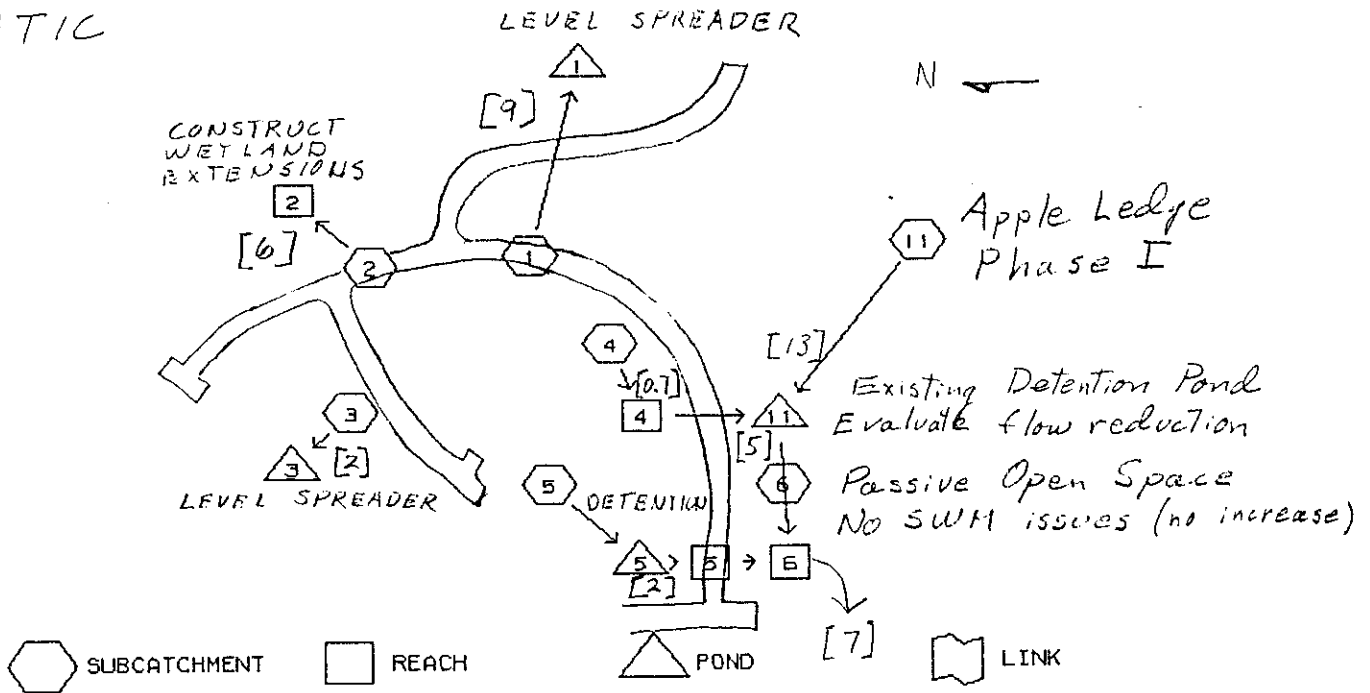
8" 24" OFFSET (DOWN)
 8" 24" OFFSET (UP)
 8" 24" OFFSET (UP)
 8" 24" OFFSET (UP)
 8" 24" OFFSET (UP)
 8" 24" OFFSET (UP)
 8" 24" OFFSET (UP)
 8" 24" OFFSET (UP)

STATS
 FROM 520
 22
 26
 28
 30
 32
 34
 36
 38
 40
 42
 44
 46
 48
 50
 52
 54
 56
 58
 60
 62
 64
 66
 68
 70
 72
 74
 76
 78
 80
 82
 84
 86
 88
 90
 92
 94
 96
 100

8" 24" OFFSET (DOWN)
 8" 24" OFFSET (UP)
 8" SOLID SLEEVE
 8" OF 8" DUCTILE IRON
 8" SOLID SLEEVE
 8" 24" OFFSET (DOWN)
 8" 24" OFFSET (UP)
 8" SOLID SLEEVE

FERSHED ROUTING

SCHEMATIC



[1.2] Bracketed number approximates 25-year runoff rate in cubic feet per second (CFS)

SUBCATCHMENT 1

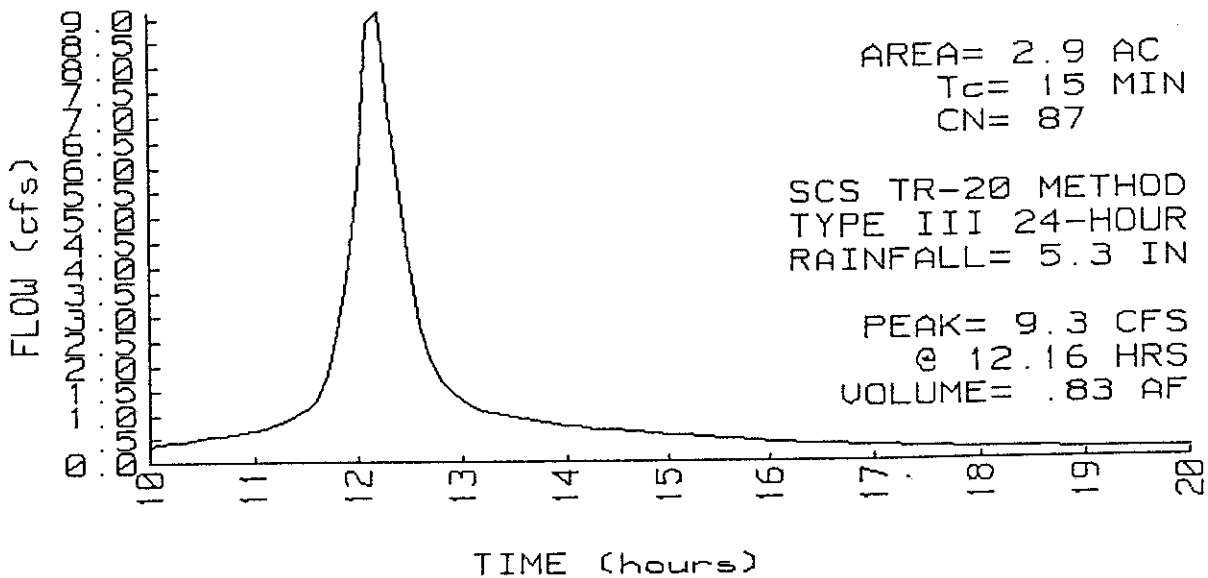
LOTS 6,7,17-23 AND ACTIVE OPEN SPACE

ACRES CN
 2.90 87 ALL C SOILS

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 5.3 IN
 PEAK= 9.3 CFS @ 12.16 HRS
 VOLUME= .83 AF

Method	Comment	Tc (min)
DIRECT ENTRY	OVERLAND FLOW	5.0
DIRECT ENTRY	STORM DRAIN	5.0
DIRECT ENTRY	SWALE	5.0
Total Length= 0 ft		Total Tc= 15.0

SUBCATCHMENT 1 RUNOFF
 LOTS 6,7,17-23 AND ACTIVE OPEN SPACE



SUBCATCHMENT 2

LOTS 8-12 AND ACTIVE OPEN SPACE

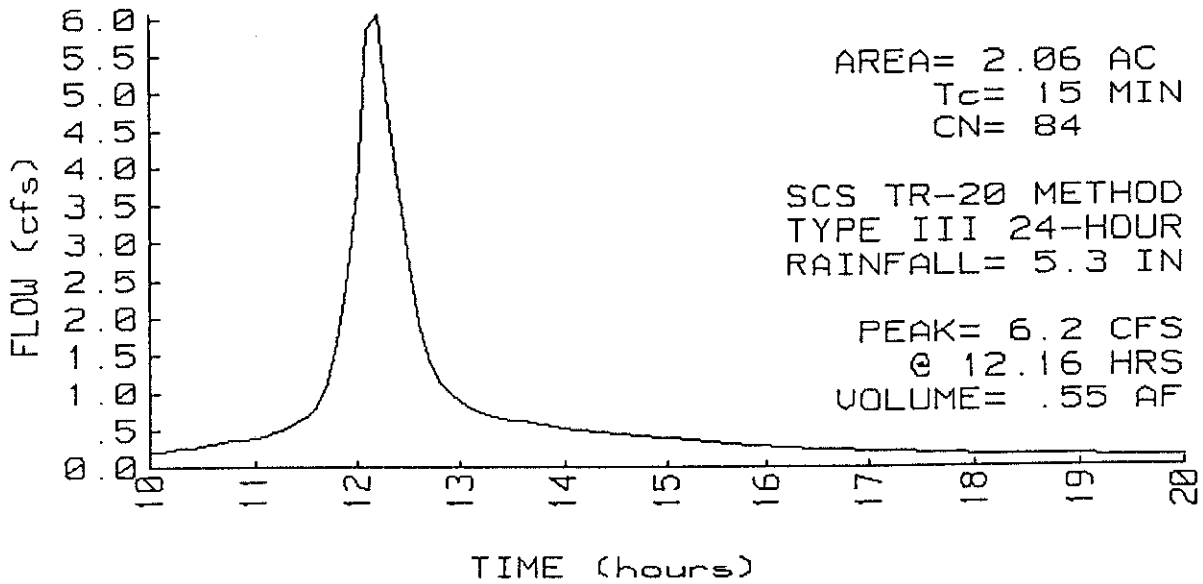
ACRES	CN
.90	81
1.16	87
2.06	84

0.17-ACRE LOTS; B SOILS
 LOTS+ACTIVE OPEN SPACE; C SOILS

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 5.3 IN
 PEAK= 6.2 CFS @ 12.16 HRS
 VOLUME= .55 AF

Method	Comment	Tc (min)
DIRECT ENTRY	OVERLAND FLOW	10.0
DIRECT ENTRY	STORM DRAINS	5.0
Total Length= 0 ft		Total Tc= 15.0

SUBCATCHMENT 2 RUNOFF
 LOTS 8-12 AND ACTIVE OPEN SPACE



SUBCATCHMENT 3

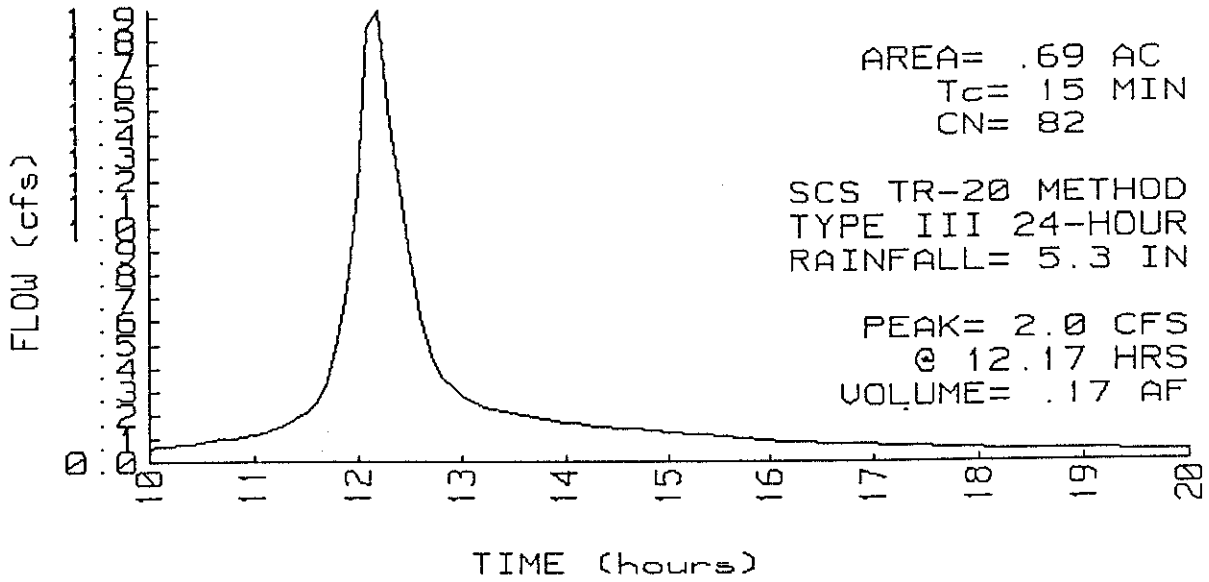
LOTS 13,14,15

ACRES	CN	
.53	81	0.17-ACRE LOTS; B SOILS
.16	87	0.17-ACRE LOTS; C SOILS
.69	82	

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 5.3 IN
 PEAK= 2.0 CFS @ 12.17 HRS
 VOLUME= .17 AF

Method	Comment	Tc (min)
DIRECT ENTRY	OVERLAND FLOW	15.0

SUBCATCHMENT 3 RUNOFF
 LOTS 13,14,15



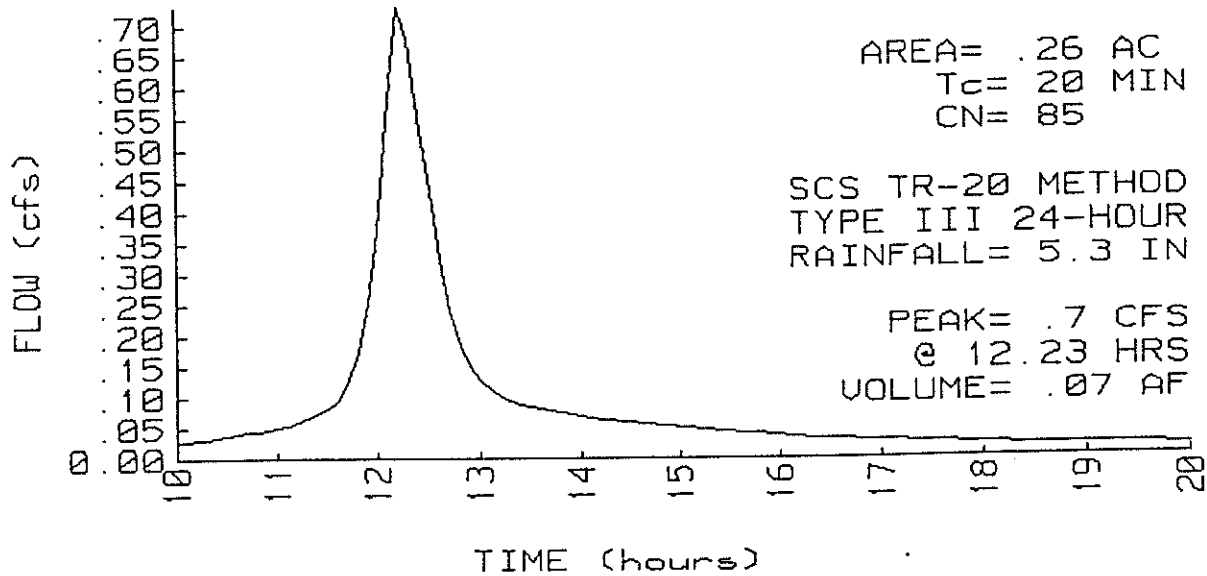
SUBCATCHMENT 4 LOTS 5,16 AND ACTIVE OPEN SPACE

ACRES CN
 .26 85 LOTS 4 & 5 FRONTAGE; B SOILS

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 5.3 IN
 PEAK= .7 CFS @ 12.23 HRS
 VOLUME= .07 AF

Method	Comment	Tc (min)
DIRECT ENTRY	OVERLAND FLOW	10.0
DIRECT ENTRY	CONTROLLED STORM DRAIN	10.0
Total Length= 0 ft		Total Tc= 20.0

SUBCATCHMENT 4 RUNOFF
 LOTS 5,16 AND ACTIVE OPEN SPACE



SUBCATCHMENT 5

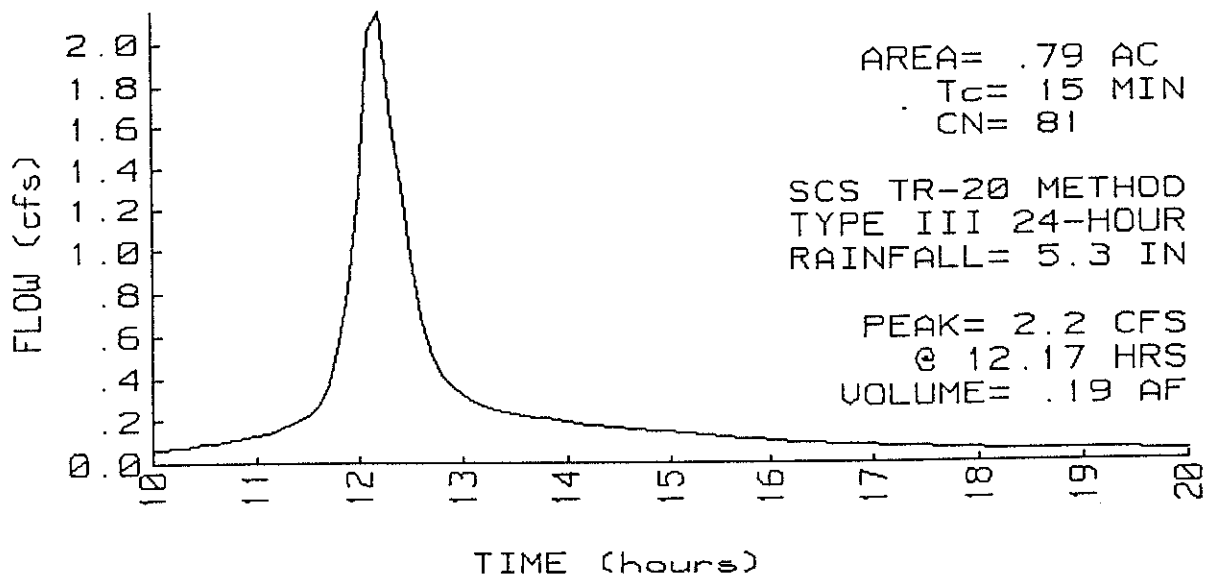
LOTS 1,2,3

ACRES	CN	
.79	81	B SOILS

SCS TR-20 METHOD
 TYPE III 24-HOUR
 RAINFALL= 5.3 IN
 PEAK= 2.2 CFS @ 12.17 HRS
 VOLUME= .19 AF

Method	Comment	Tc (min)
DIRECT ENTRY	OVERLAND FLOW	15.0

SUBCATCHMENT 5 RUNOFF
LOTS 1,2,3



SUBCATCHMENT 6

PASSIVE OPEN SPACE

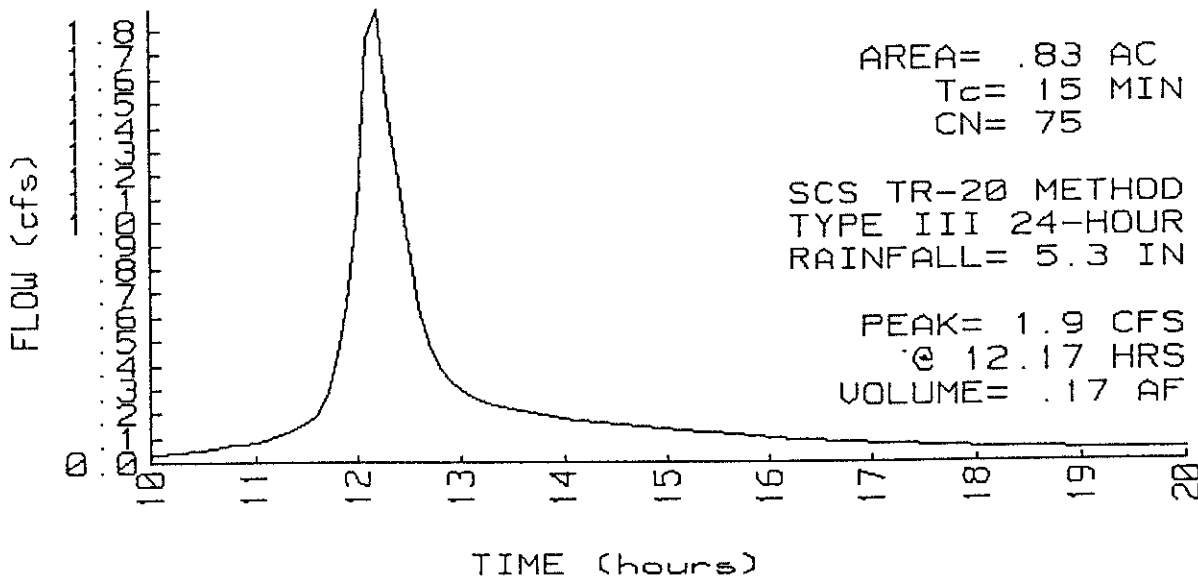
ACRES	CN
.25	85
.58	70
.83	75

1/2 ROAD & EXISTING WOODS; B SOIL
WOODS, GOOD CONDITION; C SOILS

SCS TR-20 METHOD
TYPE III 24-HOUR
RAINFALL= 5.3 IN
PEAK= 1.9 CFS @ 12.17 HRS
VOLUME= .17 AF

Method	Comment	Tc (min)
DIRECT ENTRY	OVERLAND FLOW	15.0

SUBCATCHMENT 6 RUNOFF
PASSIVE OPEN SPACE



SUBCATCHMENT 11

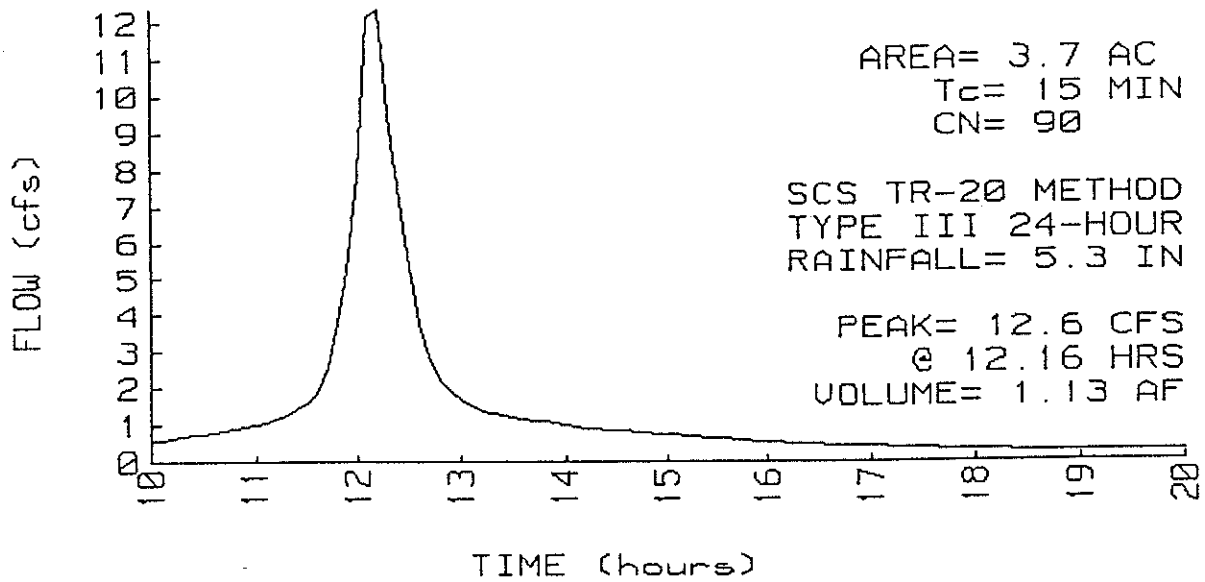
APPLE LEDGE PHASE I

ACRES	CN	
.20	85	B SOILS
3.50	90	C SOILS
3.70	90	

SCS TR-20 METHOD
TYPE III 24-HOUR
RAINFALL= 5.3 IN
PEAK= 12.6 CFS @ 12.16 HRS
VOLUME= 1.13 AF

Method	Comment	Tc (min)
DIRECT ENTRY	Segment ID:	15.0

SUBCATCHMENT 11 RUNOFF
APPLE LEDGE PHASE I



REACH 2

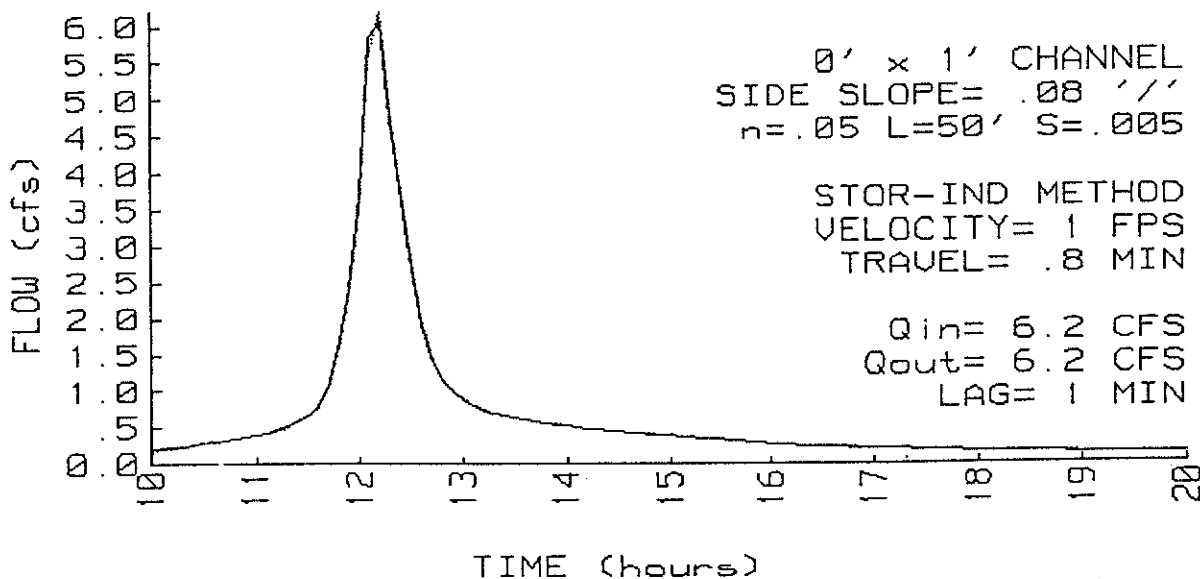
CONSTRUCTED WETLAND

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)
0.0	0.0	0.0
.1	.1	0.0
.2	.5	.2
.3	1.1	.7
.4	2.3	1.7
.6	4.5	4.2
.8	8.0	9.1
1.0	12.5	16.5

0' x 1' CHANNEL
 SIDE SLOPE= .08 '/'
 n= .05
 LENGTH= 50 FT
 SLOPE= .005 FT/FT

STOR-IND METHOD
 MAX. DEPTH= .68 FT
 PEAK VELOCITY= 1.0 FPS
 TRAVEL TIME = .8 MIN
 Qin = 6.2 CFS @ 12.16 HRS
 Qout= 6.2 CFS @ 12.18 HRS
 ATTEN= 0 % LAG= 1.0 MIN
 IN/OUT= .55 / .55 AF

REACH 2 INFLOW & OUTFLOW
 CONSTRUCTED WETLAND

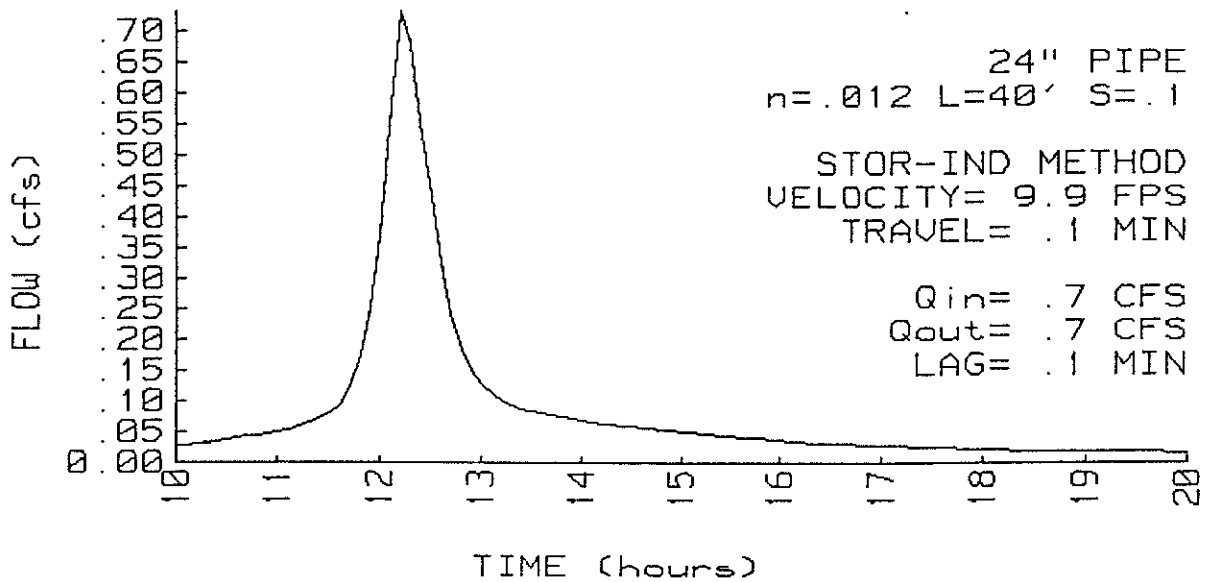


REACH 4

EXISTING 24-INCH CULVERT UNDER ENTRANCE

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)	24" PIPE	STOR-IND METHOD
0.0	0.0	0.0		MAX. DEPTH= .09 FT
.2	.2	1.6	n= .012	PEAK VELOCITY= 9.9 FPS
.4	.4	6.8	LENGTH= 40 FT	TRAVEL TIME = .1 MIN
.6	.8	15.2	SLOPE= .1 FT/FT	Q _{in} = .7 CFS @ 12.23 HRS
1.4	2.3	64.9		Q _{out} = .7 CFS @ 12.23 HRS
1.6	2.7	75.8		ATTEN= 0 % LAG= .1 MIN
1.8	3.0	82.6		IN/OUT= .07 / .07 AF
1.9	3.1	83.4		
1.9	3.1	82.6		
2.0	3.1	77.5		

REACH 4 INFLOW & OUTFLOW
 EXISTING 24-INCH CULVERT UNDER ENTRANCE



REACH 5

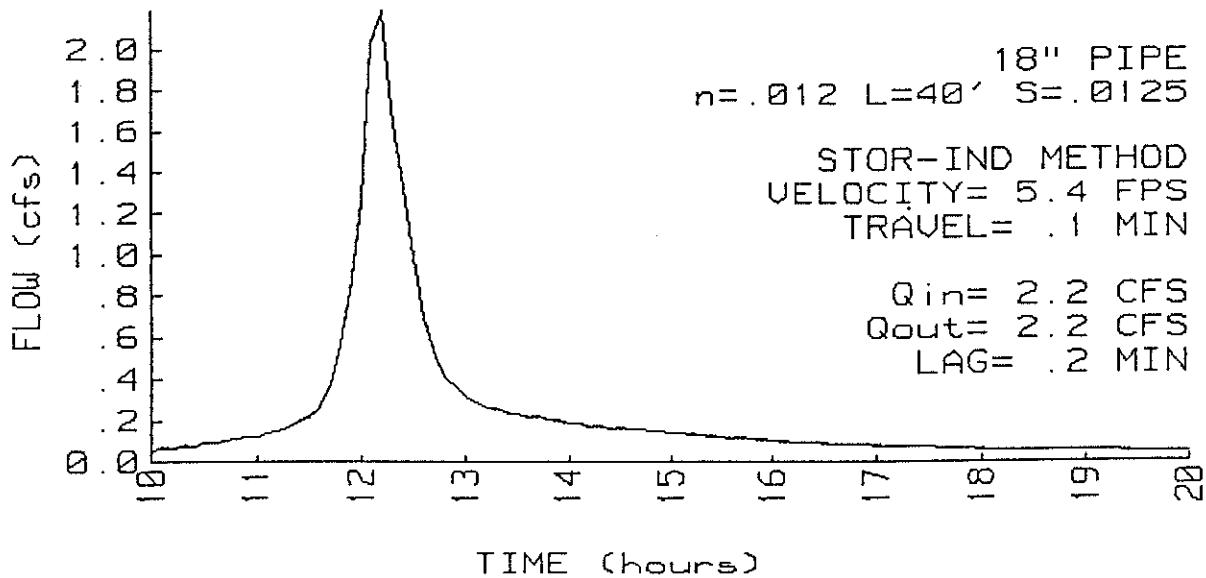
EXISTING CULVERT UNDER ENTRANCE

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)
0.0	0.0	0.0
.2	.1	.3
.3	.3	1.1
.5	.4	2.5
1.1	1.3	10.7
1.2	1.5	12.4
1.4	1.7	13.6
1.4	1.7	13.7
1.5	1.8	13.6
1.5	1.8	12.7

18" PIPE
 n= .012
 LENGTH= 40 FT
 SLOPE= .0125 FT/FT

STOR-IND METHOD
 MAX. DEPTH= .42 FT
 PEAK VELOCITY= 5.4 FPS
 TRAVEL TIME = .1 MIN
 Qin = 2.2 CFS @ 12.17 HRS
 Qout= 2.2 CFS @ 12.18 HRS
 ATTEN= 0 % LAG= .2 MIN
 IN/OUT= .19 / .19 AF

REACH 5 INFLOW & OUTFLOW
 EXISTING CULVERT UNDER ENTRANCE

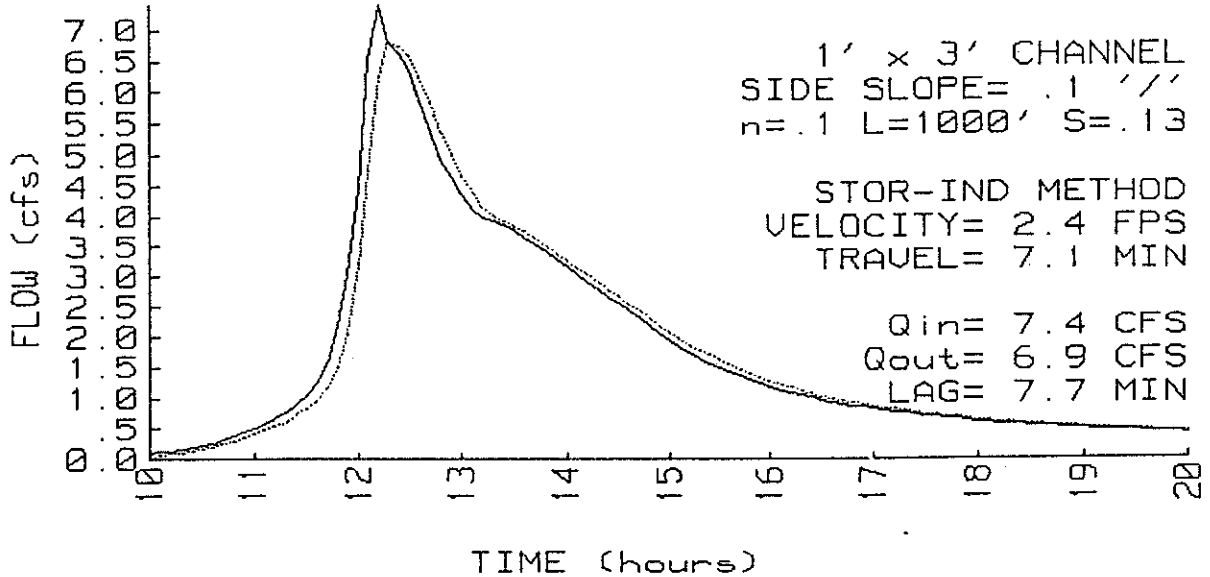


REACH 6

DRAINAGE SOUTH THEN EAST FROM ENTRANCE

DEPTH (FT)	END AREA (SQ-FT)	DISCH (CFS)	1' x 3' CHANNEL SIDE SLOPE= .1 '/' n= .1 LENGTH= 1000 FT SLOPE= .13 FT/FT	STOR-IND METHOD MAX. DEPTH= .47 FT PEAK VELOCITY= 2.4 FPS TRAVEL TIME = 7.1 MIN Qin = 7.4 CFS @ 12.21 HRS Qout= 6.9 CFS @ 12.34 HRS ATTEN= 7 % LAG= 7.7 MIN IN/OUT= 1.50 / 1.49 AF
0.0	0.0	0.0		
.3	1.2	2.0		
.6	4.2	10.6		
.9	9.0	29.2		
1.3	17.9	73.3		
1.8	34.2	173.3		
2.4	60.0	366.7		
3.0	93.0	657.9		

REACH 6 INFLOW & OUTFLOW
 DRAINAGE SOUTH THEN EAST FROM ENTRANCE



POND 1

LEVEL LIP SPREADER

STARTING ELEV= 72.0 FT
 FLOOD ELEV= 73.0 FT EXFILTRATION= 1 CFS

ELEVATION (FT)	AREA (SF)	INC.STOR (CF)	CUM.STOR (CF)
72.0	100	0	0
73.0	1000	550	550

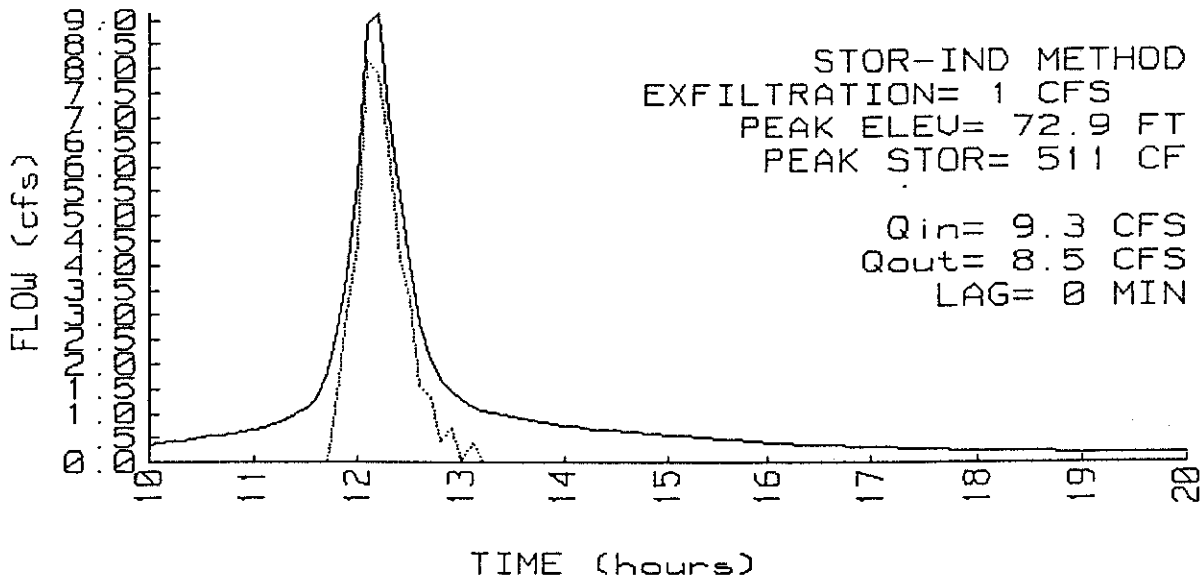
STOR-IND METHOD
 PEAK ELEVATION= 72.9 FT
 PEAK STORAGE = 511 CF
 Qin = 9.3 CFS @ 12.16 HRS
 Qout= 8.5 CFS @ 12.14 HRS
 ATTEN= 0 % LAG= 0.0 MIN
 IN/OUT= .83 / .36 AF

INVERT (FT)	OUTLET DEVICES
72.9	300' BROAD-CRESTED RECTANGULAR WEIR $Q=C L H^{1.5}$ C=2.9, 3.2, 3, 0, 0, 0, 0, 0

TOTAL DISCHARGE vs ELEVATION

FEET	0.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
72.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
73.0	27.5									

POND 1 INFLOW & OUTFLOW
 LEVEL LIP SPREADER



POND 3

LEVEL LIP SPREADER

STARTING ELEV= 80.0 FT
 FLOOD ELEV= 82.2 FT EXFILTRATION= 1 CFS

ELEVATION (FT)	AREA (SF)	INC.STOR (CF)	CUM.STOR (CF)
80.0	0	0	0
81.0	100	50	50
82.0	300	200	250

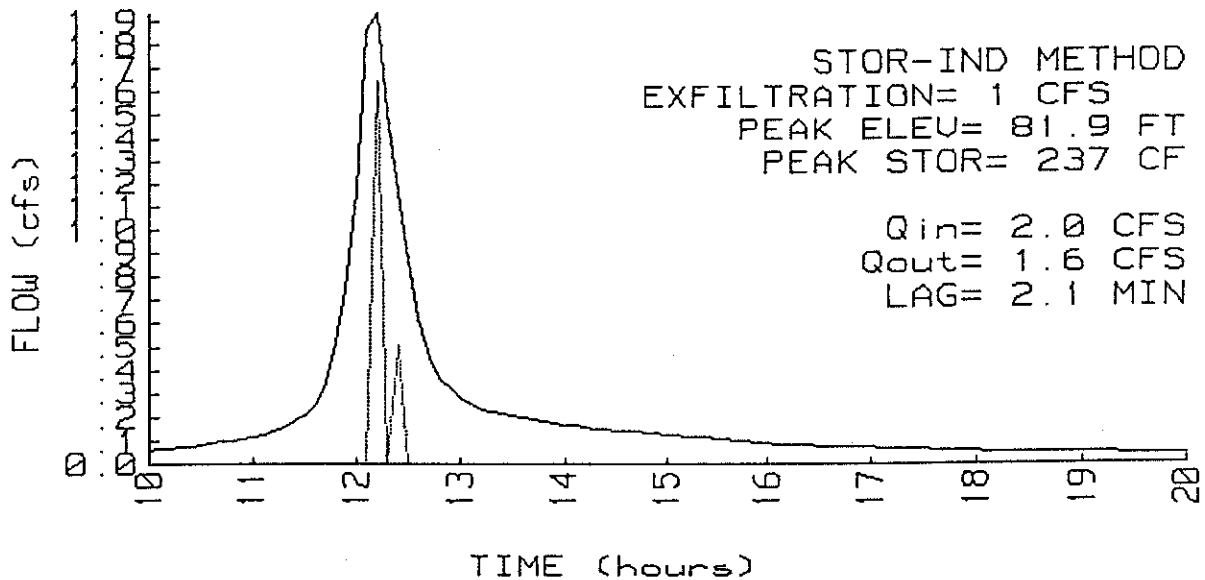
STOR-IND METHOD
 PEAK ELEVATION= 81.9 FT
 PEAK STORAGE = 237 CF
 Qin = 2.0 CFS @ 12.17 HRS
 Qout= 1.6 CFS @ 12.20 HRS
 ATTEN= 0 % LAG= 2.1 MIN
 IN/OUT= .17 / .02 AF

INVERT (FT)	OUTLET DEVICES
81.9	50' BROAD-CRESTED RECTANGULAR WEIR $Q=C L H^{1.5}$ C=2.9, 3.2, 3, 0, 0, 0, 0, 0

TOTAL DISCHARGE vs ELEVATION

FEET	0.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
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81.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
82.0	4.6									

POND 3 INFLOW & OUTFLOW
 LEVEL LIP SPREADER

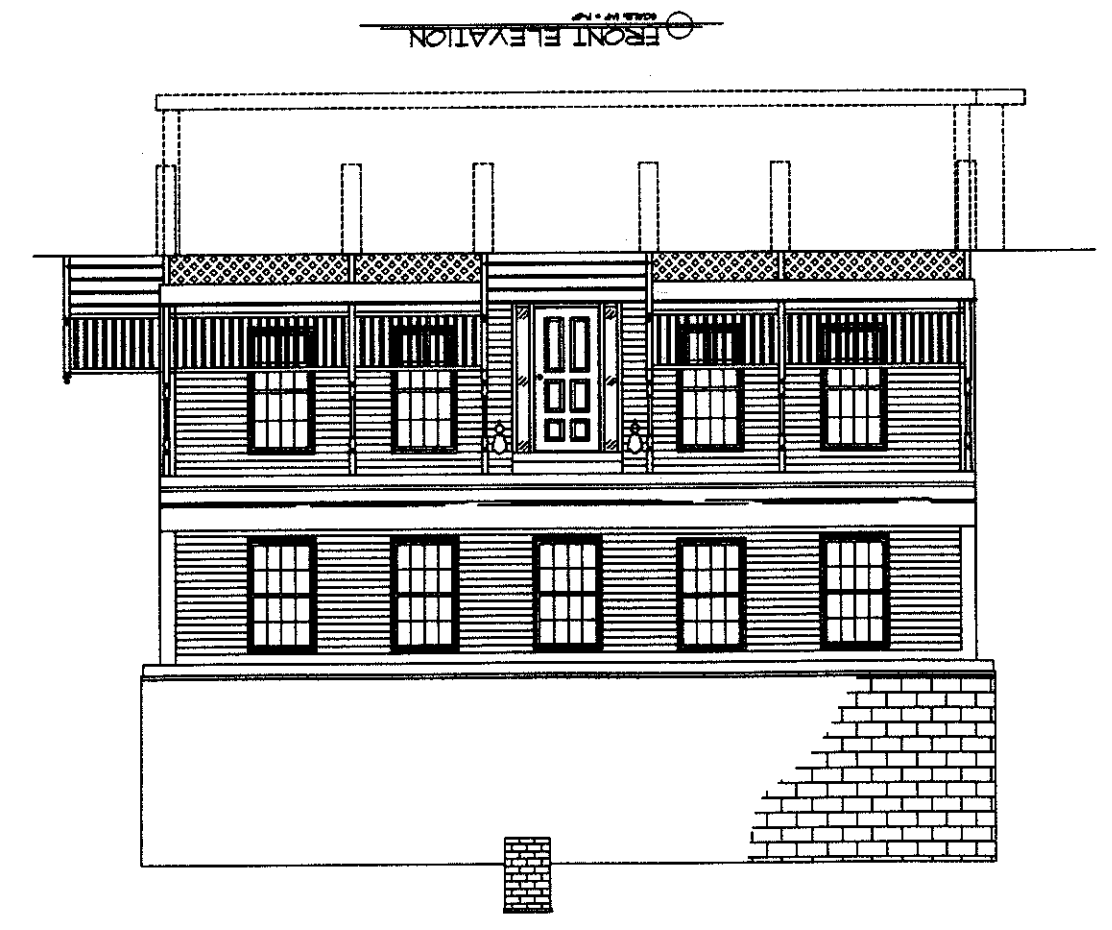
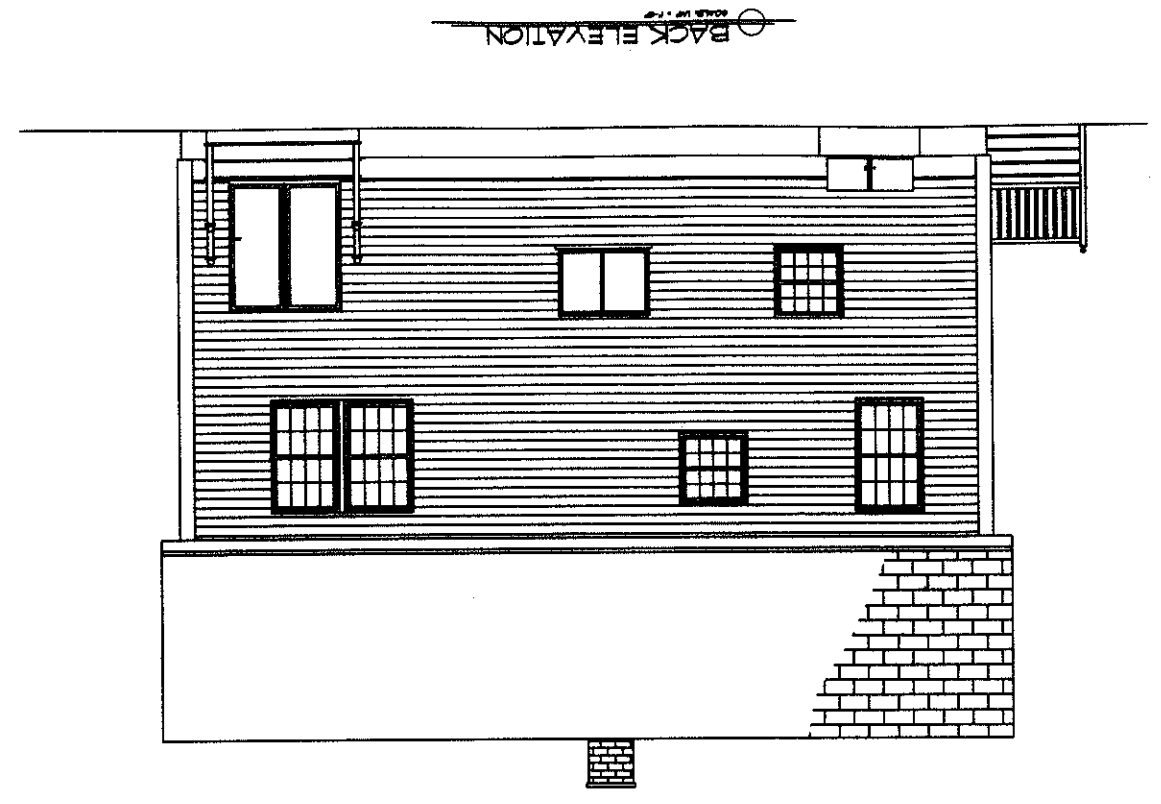
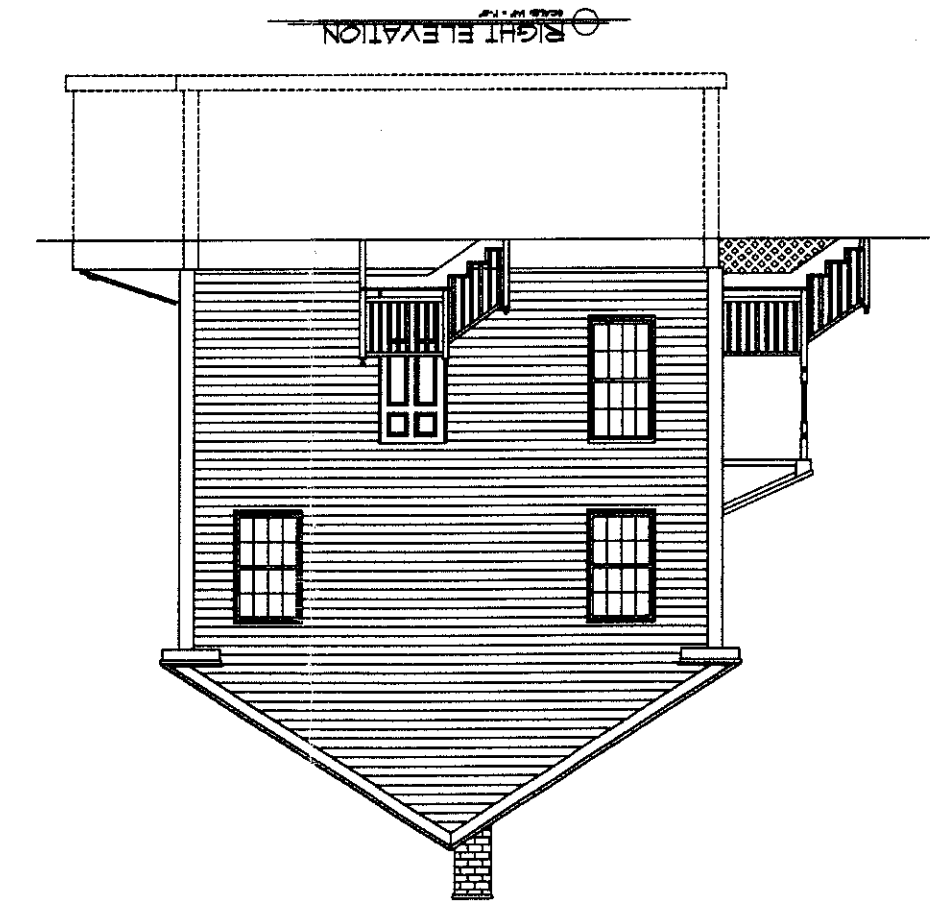
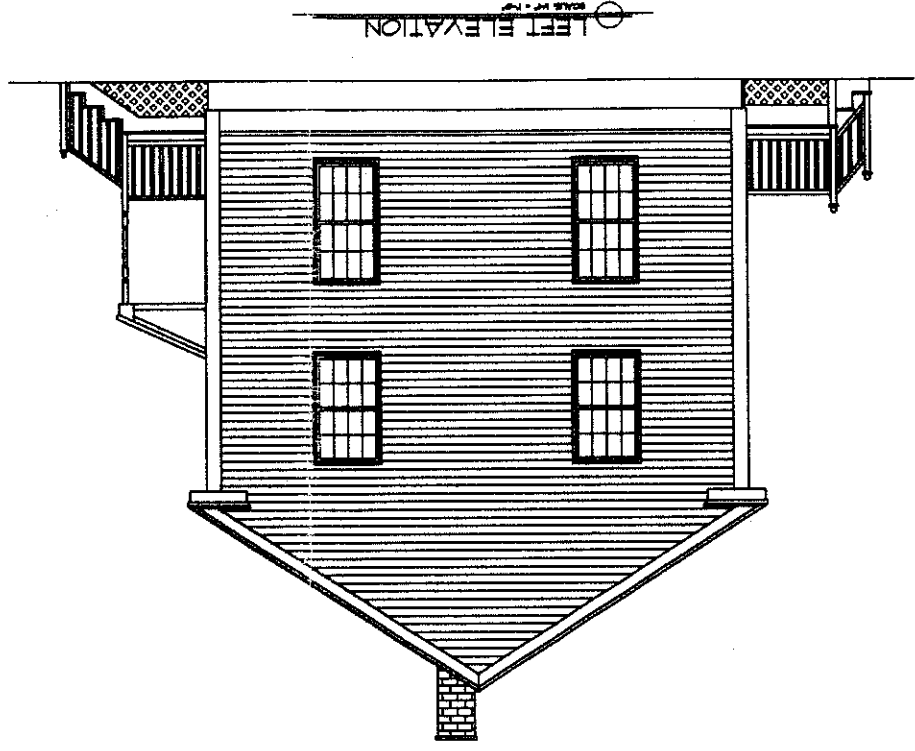


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 SCALE: 1/4" = 1'-0"
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 REVISIONS

KTO BUILDERS, INC.
 PO BOX 1198
 WINDHAM, MAINE 04092
 602-2098
 602-1813

ELEVATIONS

P/C / CADD DRAFTING
 SERVICES, INC.
 25 BROAD ST. PORTLAND, ME 04101
 TEL: 603-875-8888
 FAX: 603-875-8888

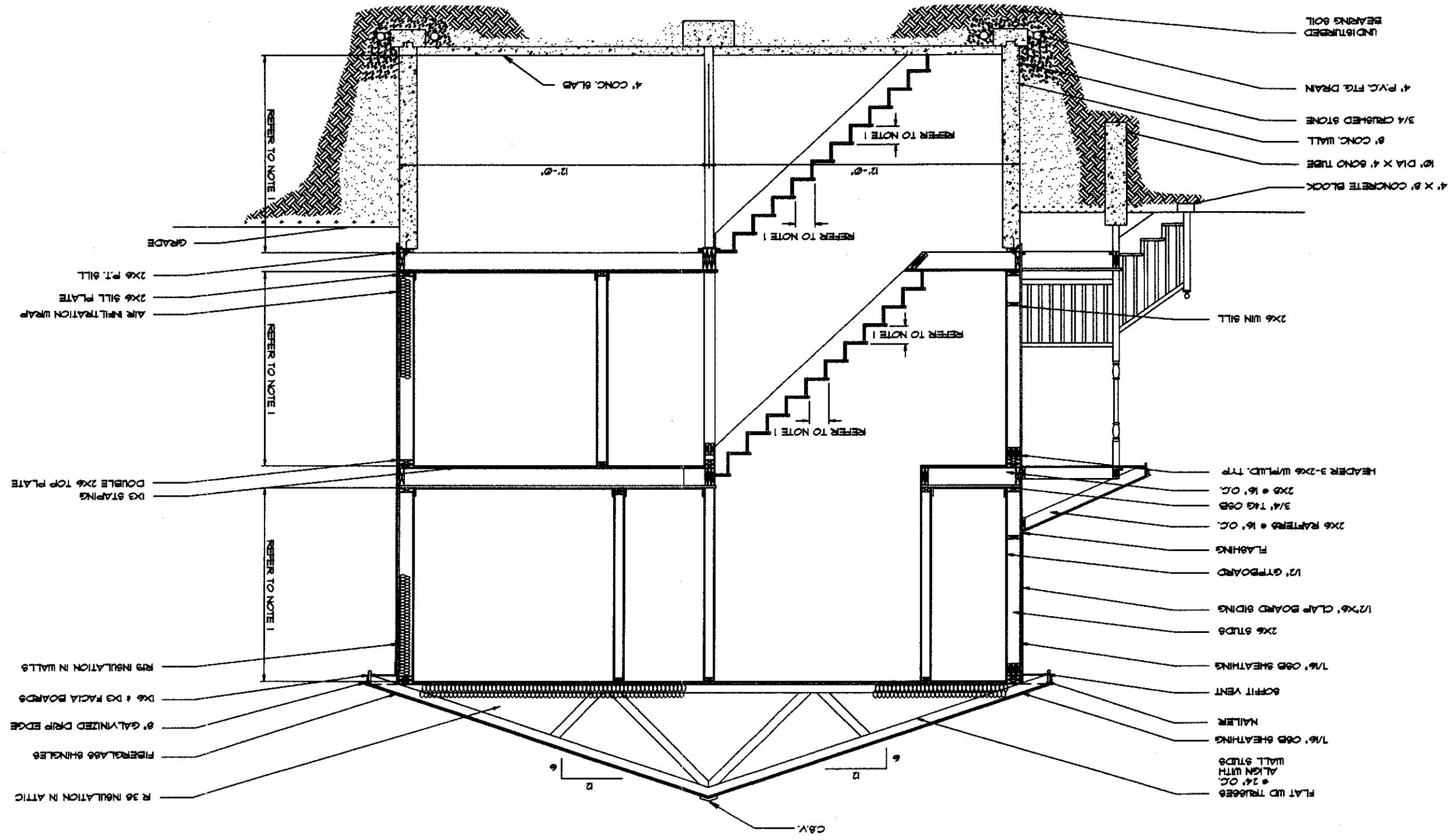


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 REVISIONS

KTO BUILDERS, INC.
 PO BOX 1195
 WINNAP, MAINE 04092
 603-426-6000
 603-426-1815

SECTION A
 PNC / CADDO DRAFTING
 SERVICES, INC.
 1000 ROUTE 101, SUITE 101
 FARMINGTON, NH 03043

SECTION A
 SCALE: 1/2" = 1'-0"

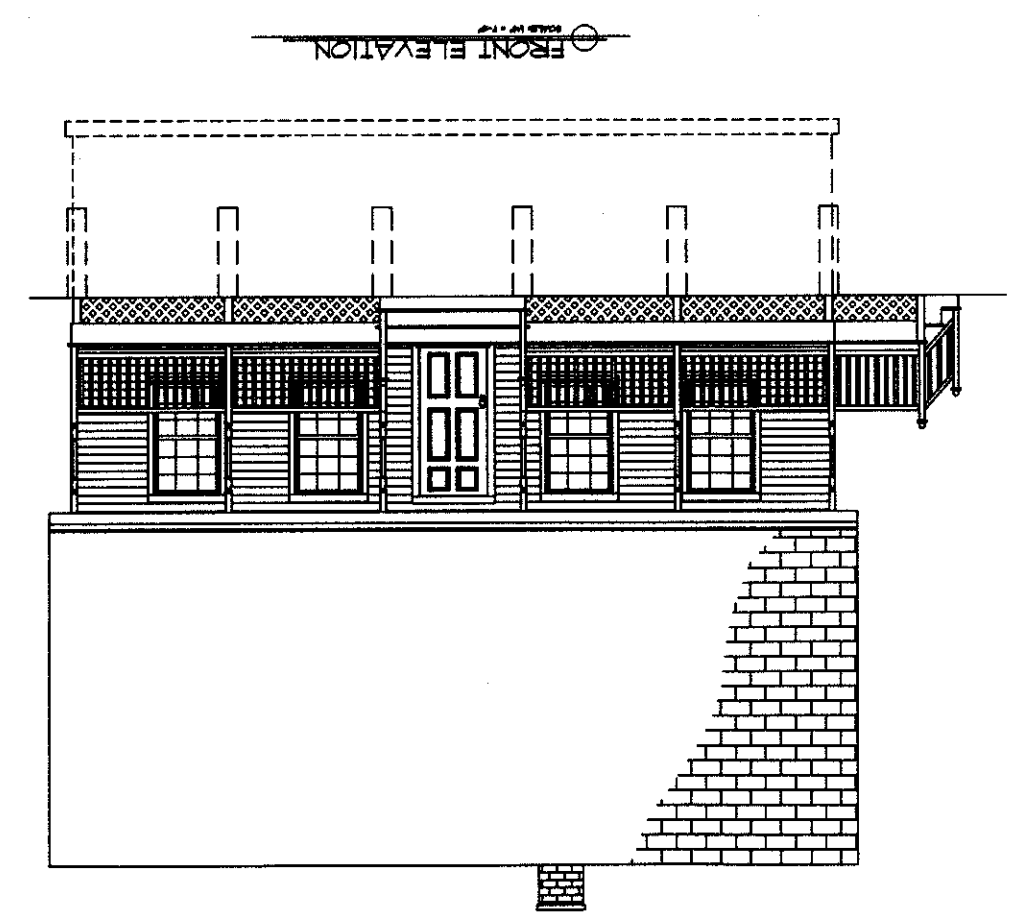
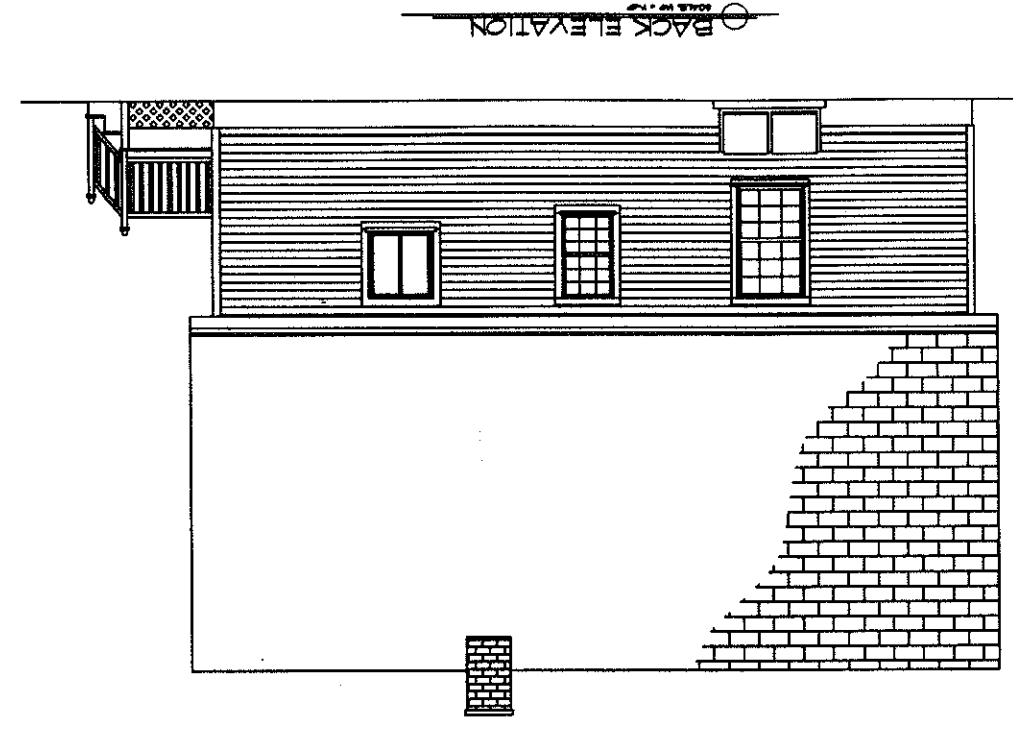
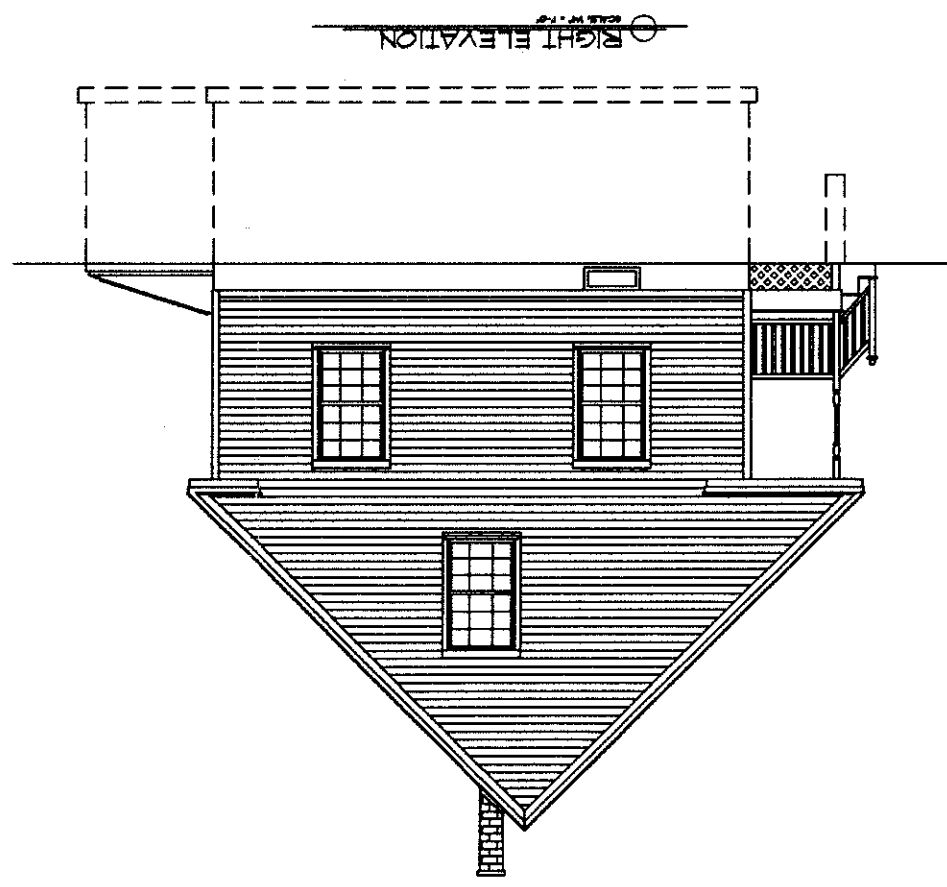
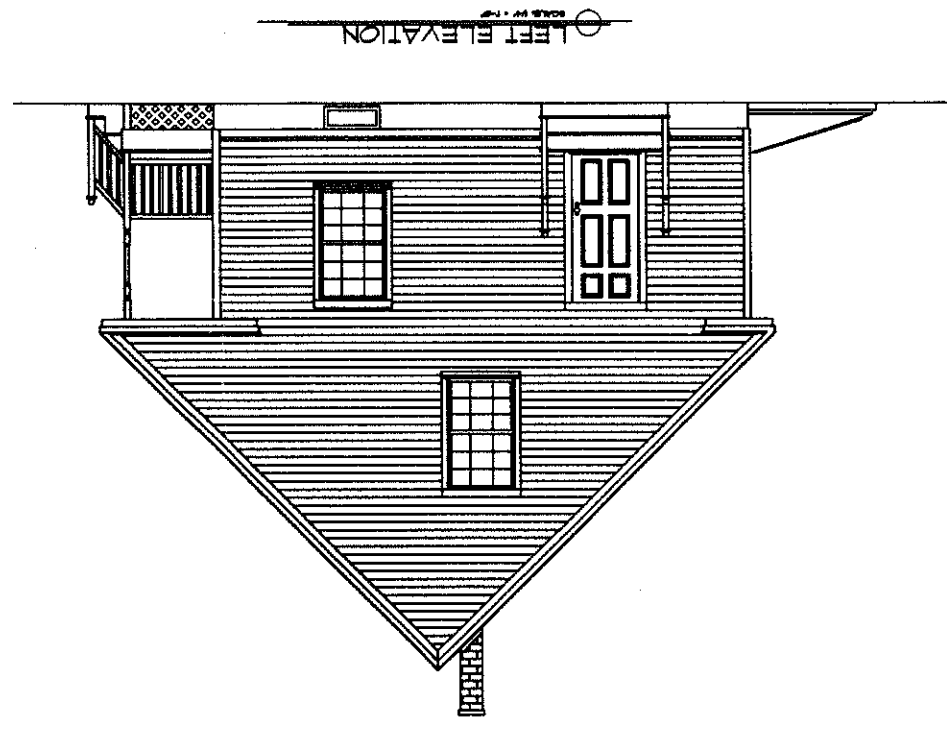


NOTE: (1)
 CONTRACTOR SHALL FIELD DETERMINE DIMENSIONS WITH LOCAL BUILDING CODE AND OWNER ACCEPTANCE

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 DATE: 12/07/95
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 REVISIONS

KTO BUILDERS, INC.
 PO BOX 1795
 WINDHAM, MAINE 04982
 602-7026
 602-7815

ELEVATIONS
 PNC / CADDO DRAFTING
 SERVICES INC.
1800 W. 10TH AVE. SUITE 100
 DENVER, CO 80202
 (303) 733-8800

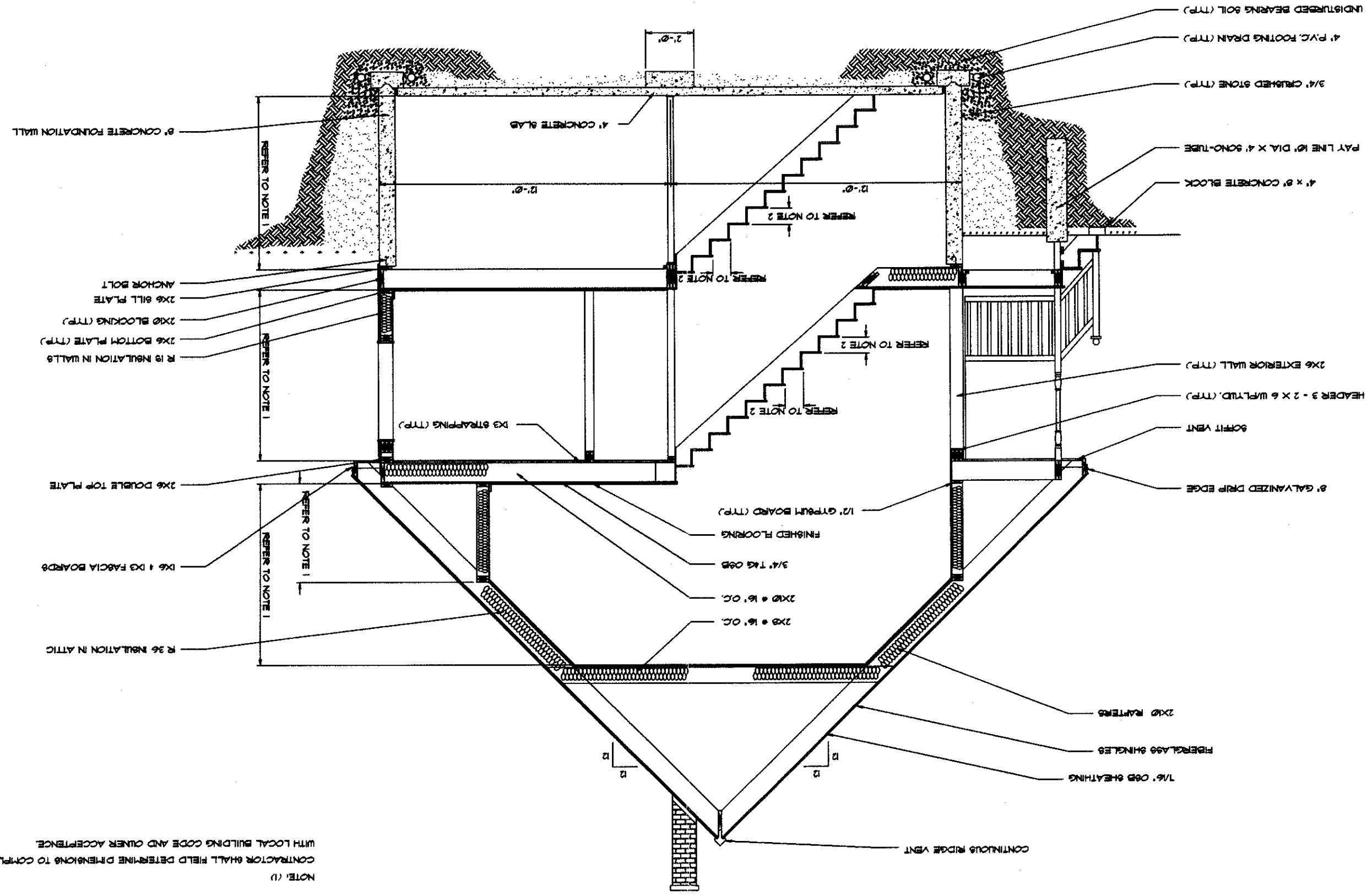


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 DATE: 7/07/99
 GTL REDLINES
 REVISIONS

KTO BUILDERS, INC.
 PO BOX 179
 UNIMAT, MAINE 04462
 603-269-9332
 603-7915

SECTION A
 PNC / CAD DRAFTING SERVICES INC.
 1000 WASHINGTON ST. SUITE 200
 PORTLAND, ME 04101

SECTION A
 SCALE: 1/2" = 1'-0"



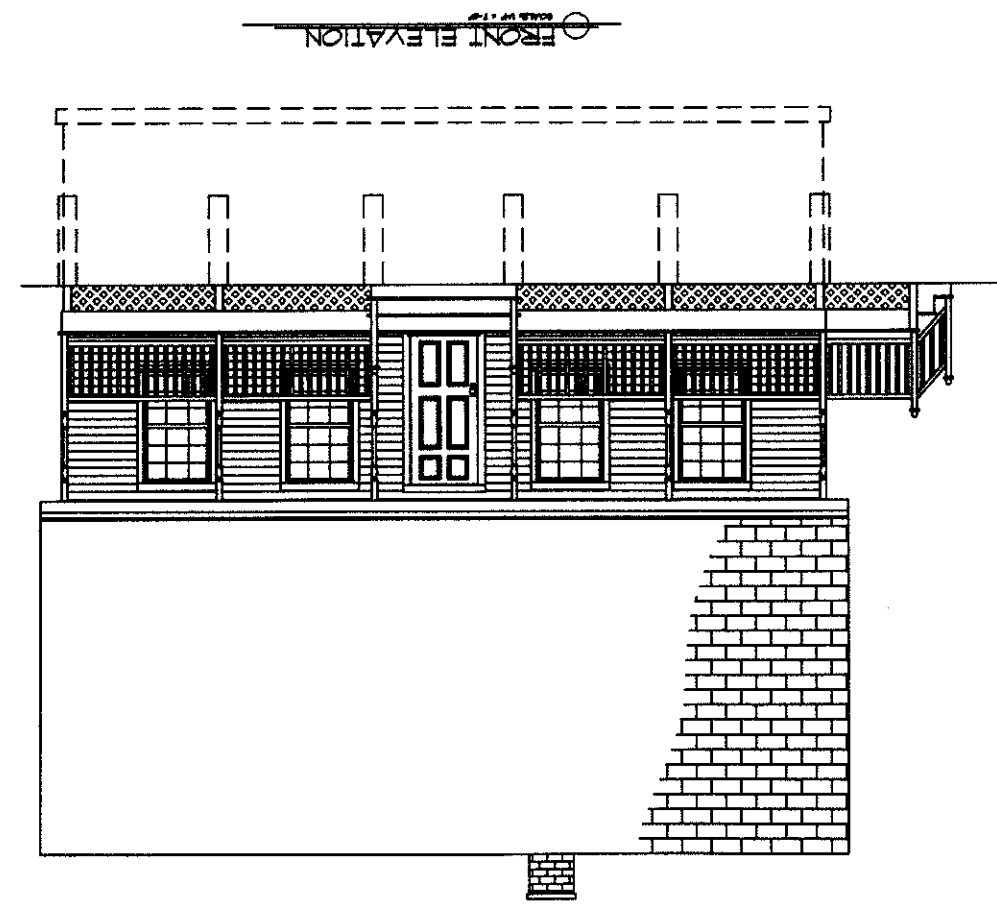
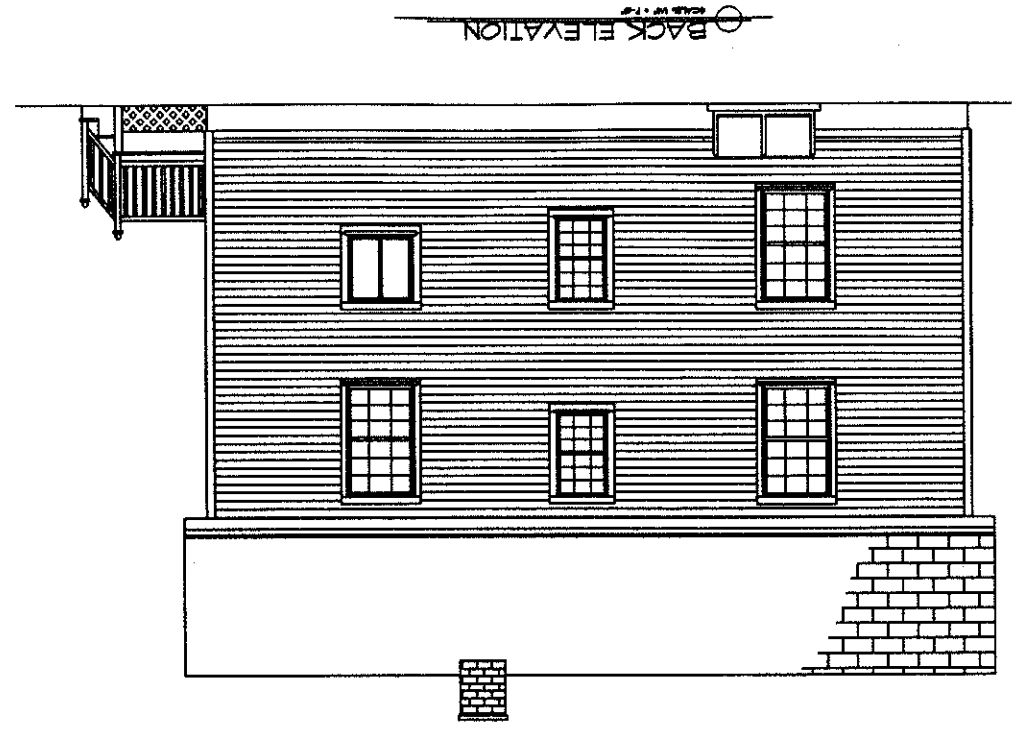
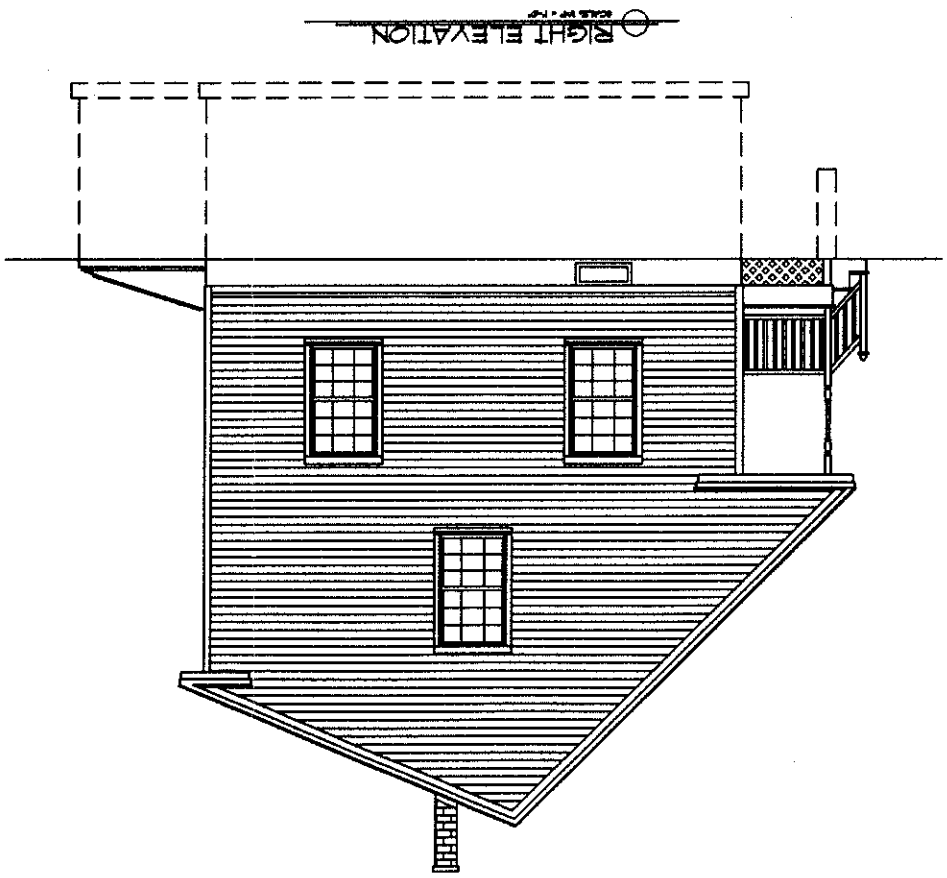
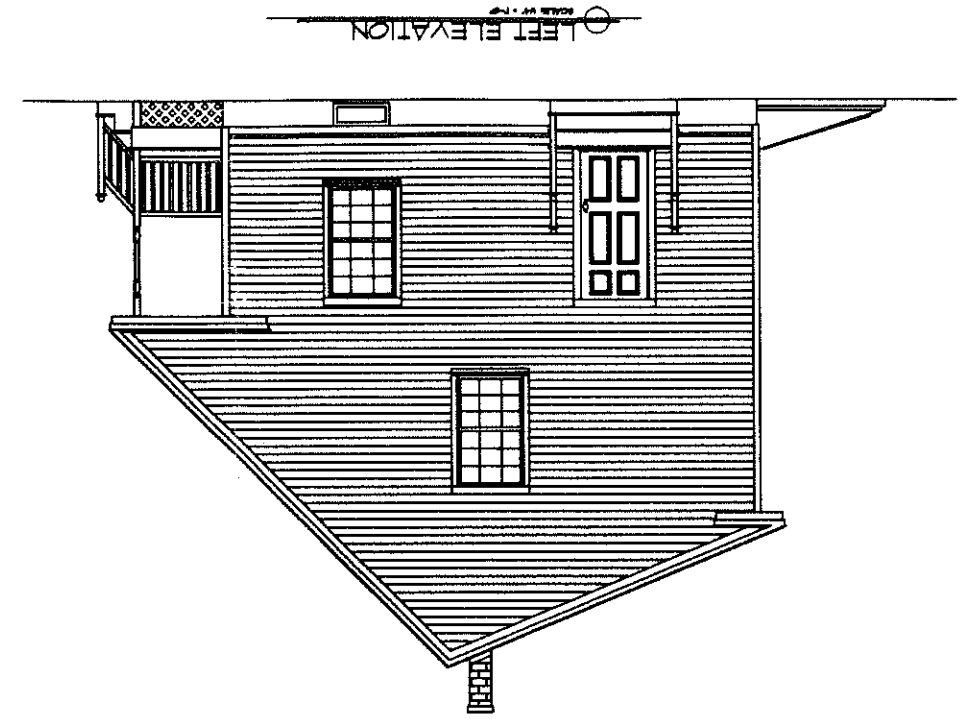
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 02/01

KTO BUILDERS, INC.
 PO BOX 1788
 WINDHAM, MAINE 04062
 603-709-8888
 603-709-1033

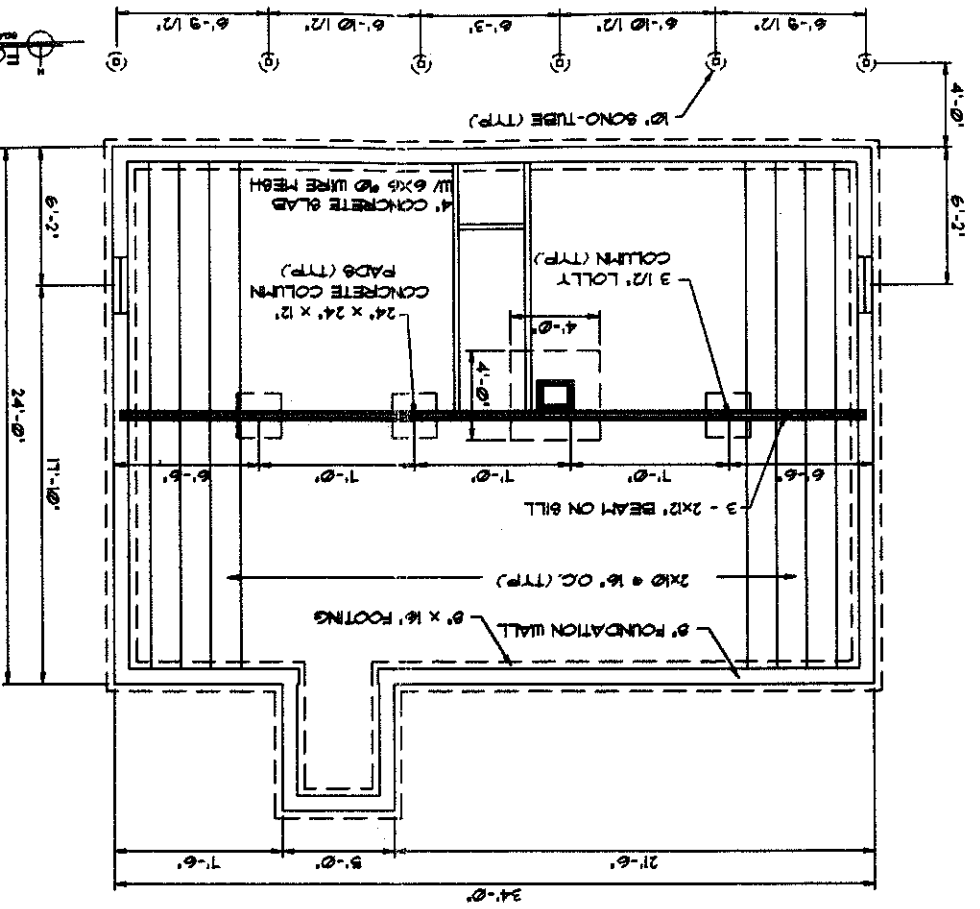
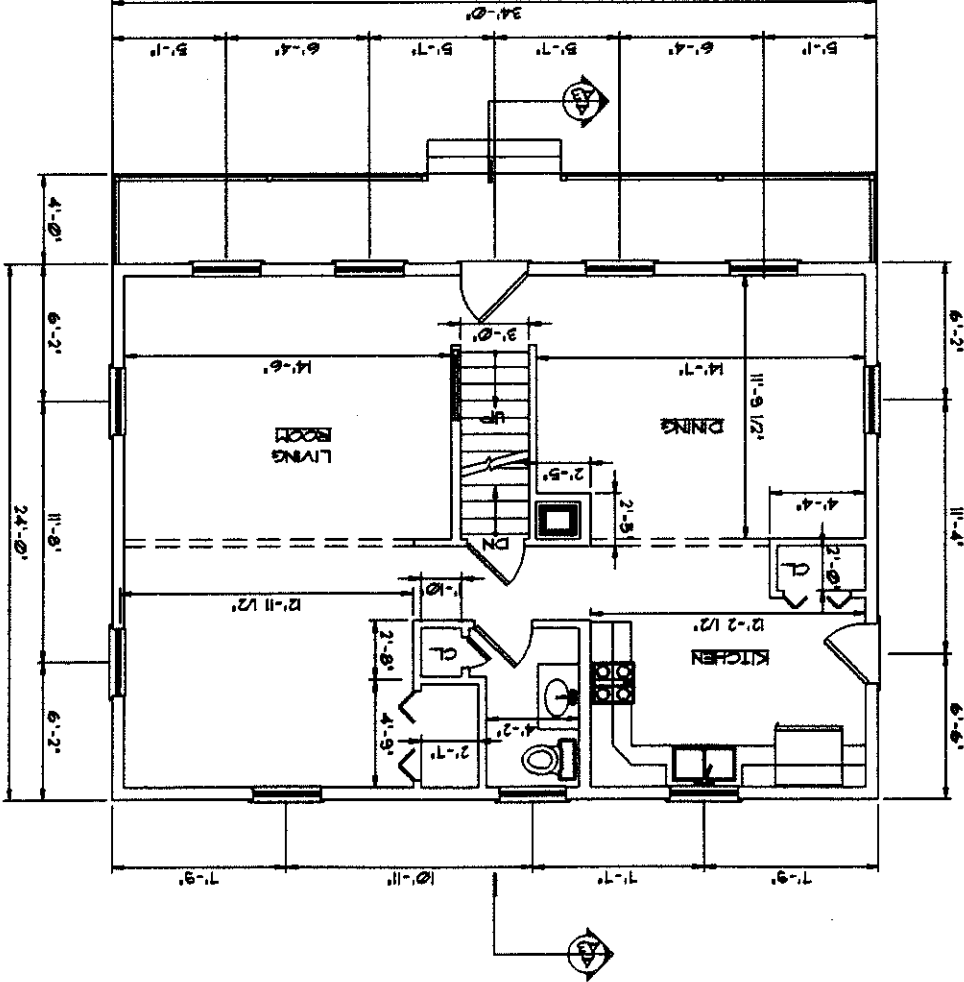
ELEVATIONS

RHC / CAD DRAFTING
 SERVICES, INC.
 2000 W. STATE ST.
 FAYETTEVILLE, NC 28404



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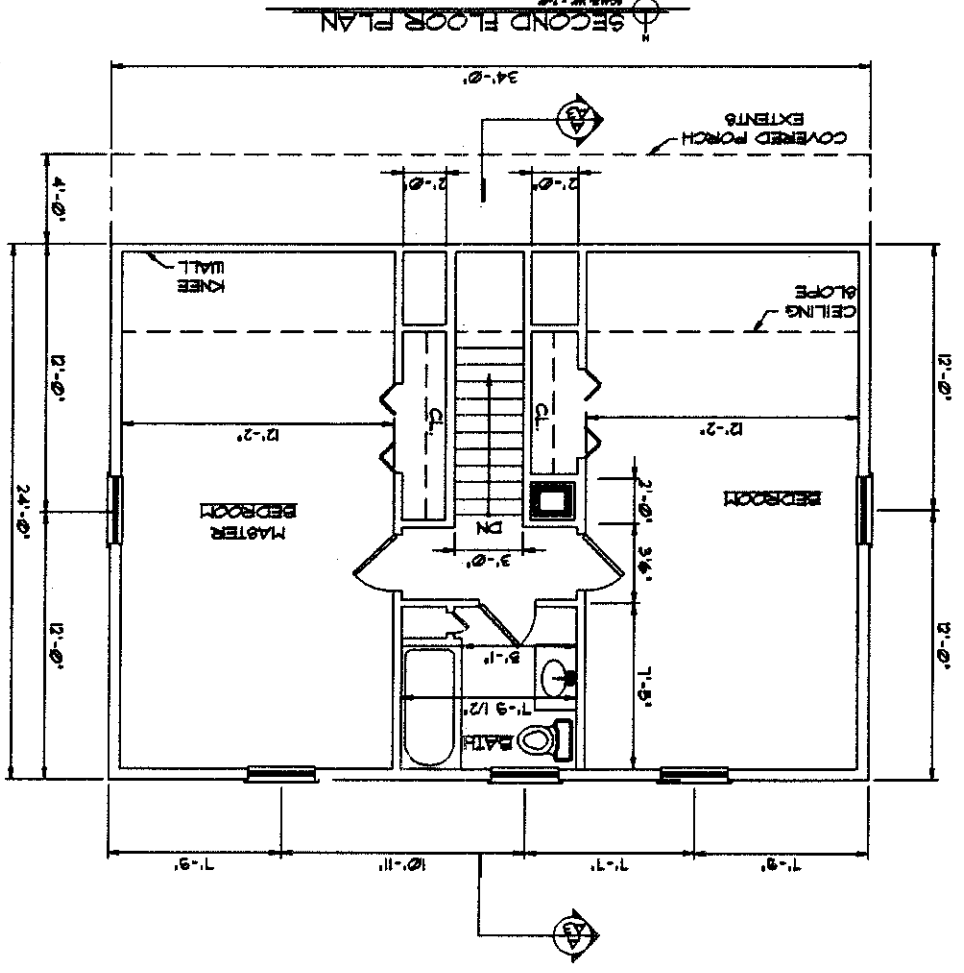
FIRST FLOOR PLAN



FOUNDATION PLAN

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DOOR SCHEDULE



SECOND FLOOR PLAN

FLOOR PLANS

KTO BUILDERS, INC.
 PO BOX 1785
 WINSTON, SALEM, NC 27155
 952-7255
 952-1815

P/C / CAD DRAFTING
 SERVICES, INC.
 10000 W. HARRIS BLVD.
 SUITE 1000
 FARMERSVILLE, NC 27834

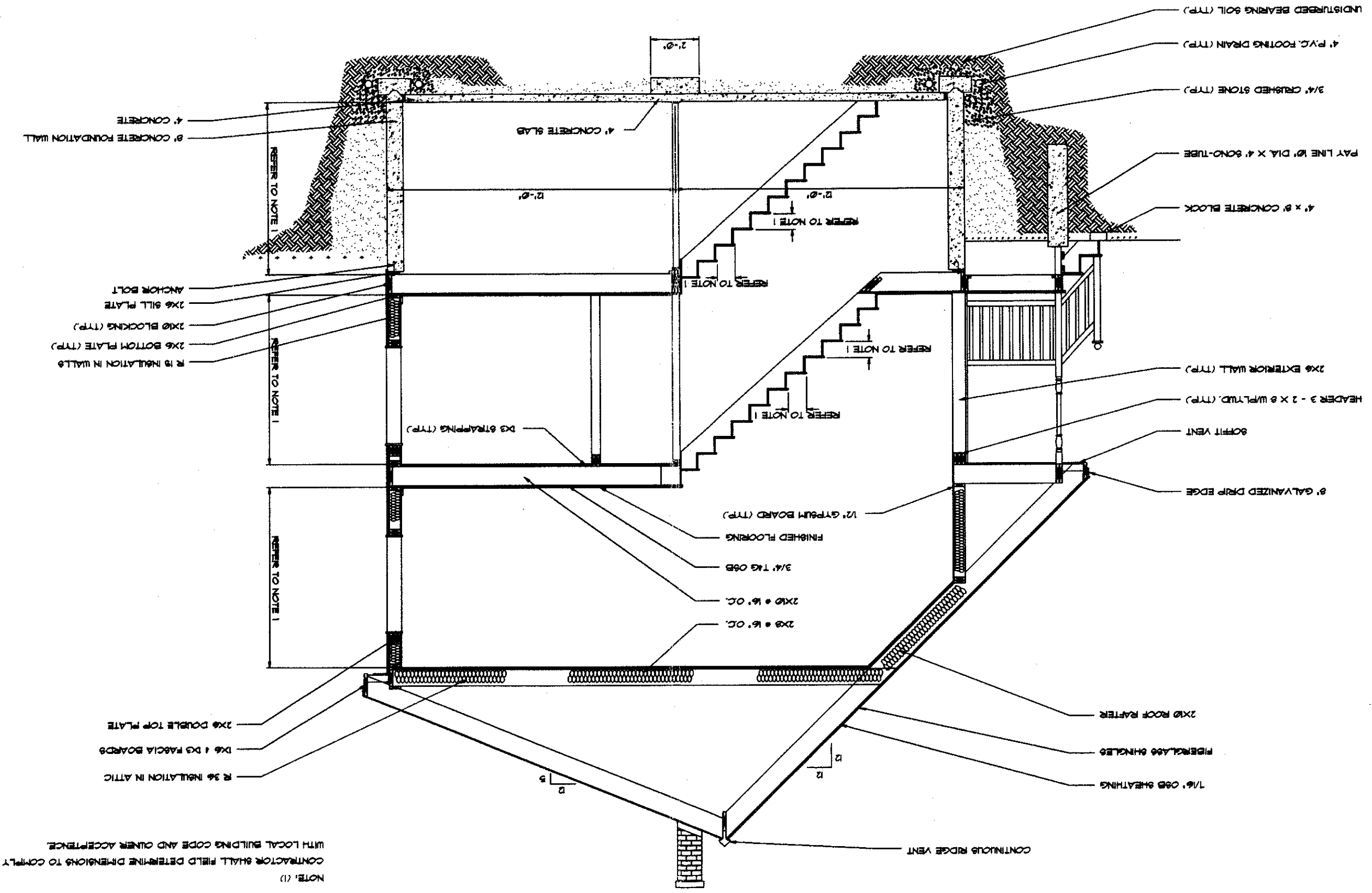
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 DATE: 12/07/95
 G/L REVISIONS
 G/L REVISIONS

SHEET: A3
 FILE:
 DRAWN: GTL
 SCALE: 1/2" = 1'-0"
 DATE: 12/07/98
 GTL REDLINES
 REVISIONS

KTO BUILDERS, INC.
 PO BOX 1798
 UNIMAH, MAINE 04862
 603-269-8822
 603-7815

SECTION A
 P/MC / CAD/D DRAFTING
 SERVICES INC.
 95 WASHINGTON ST
 PORTLAND, ME 04101

SECTION A
 SCALE: 1/2" = 1'-0"



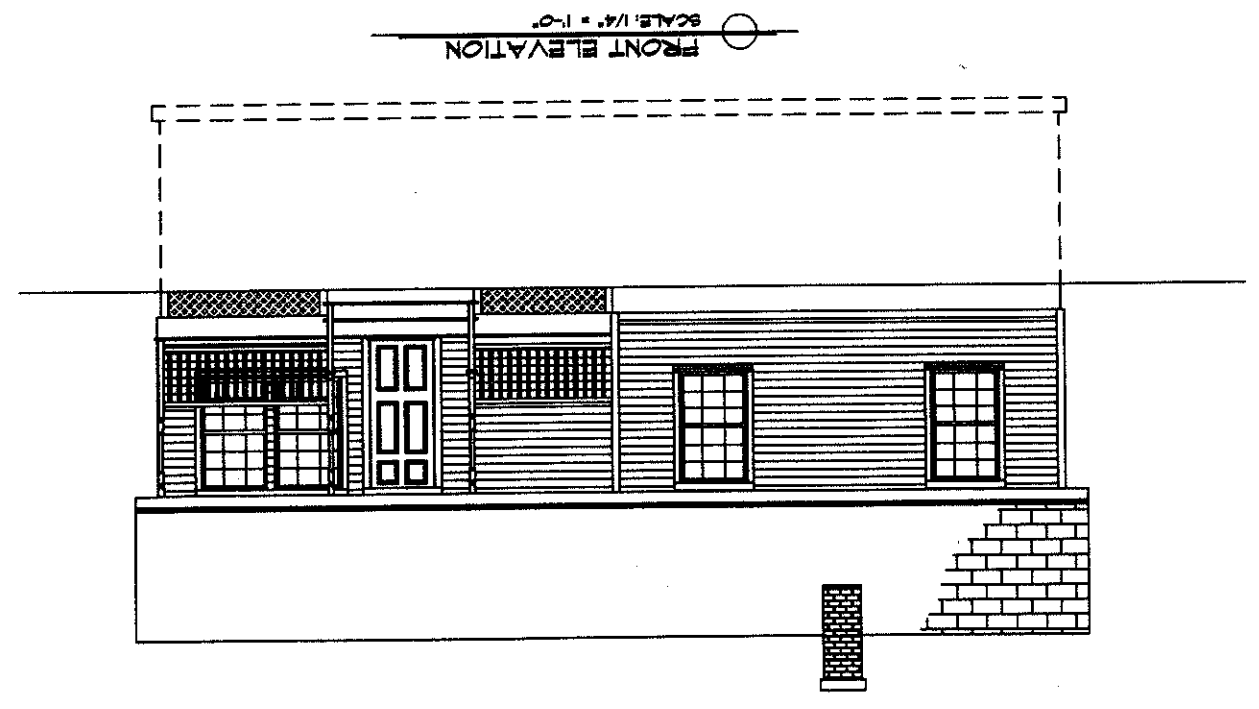
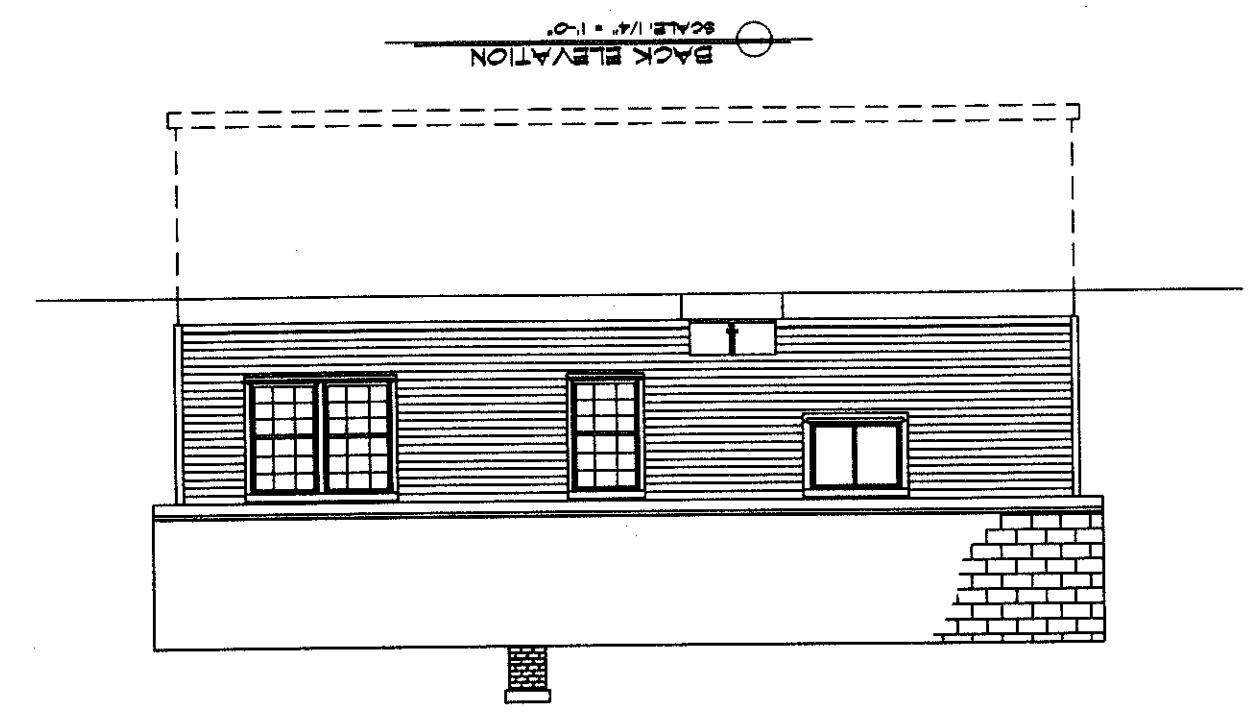
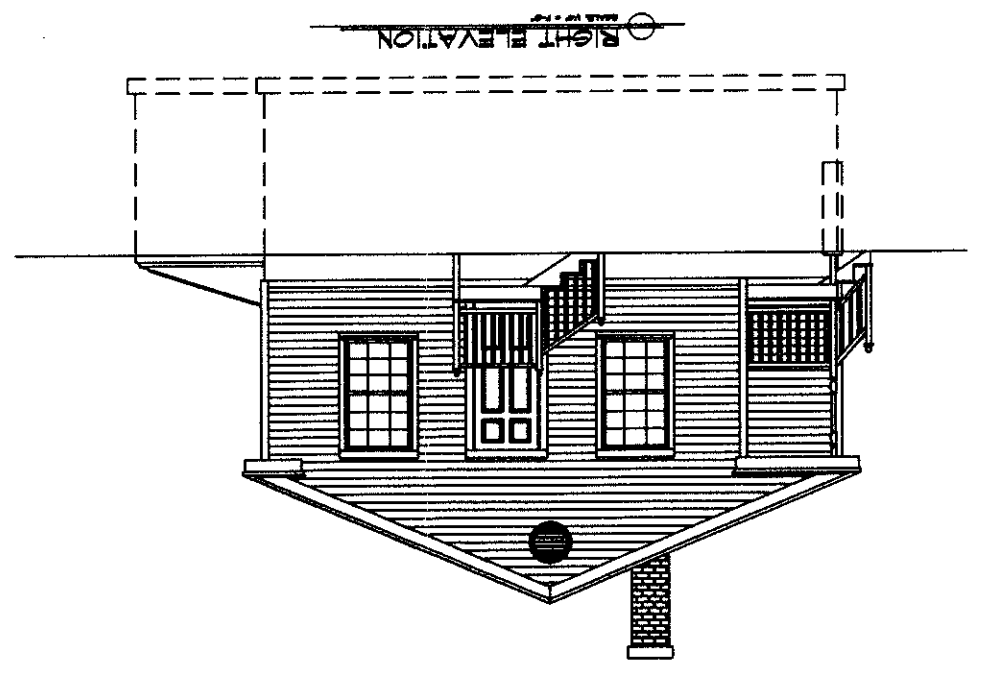
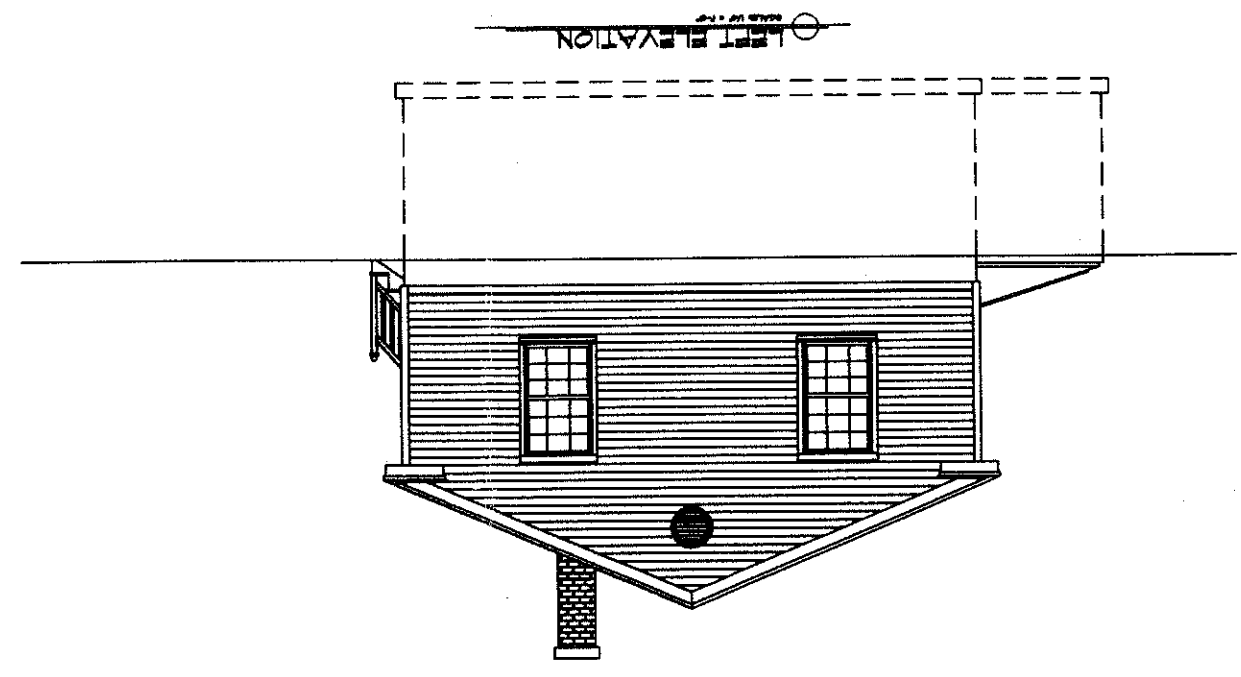
NOTE: (1)
 CONTRACTOR SHALL FIELD DETERMINE DIMENSIONS TO COMPLY
 WITH LOCAL BUILDING CODE AND OWNER ACCEPTANCE

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 DRAWN: JBN
 SCALE: 1/4" = 1'-0"
 DATE: 12/2/03
 REVISIONS:

KTO BUILDERS, INC.
 PO BOX 1795
 WINDHAM, MAINE 04092
 603-208-5433
 603-204-0044

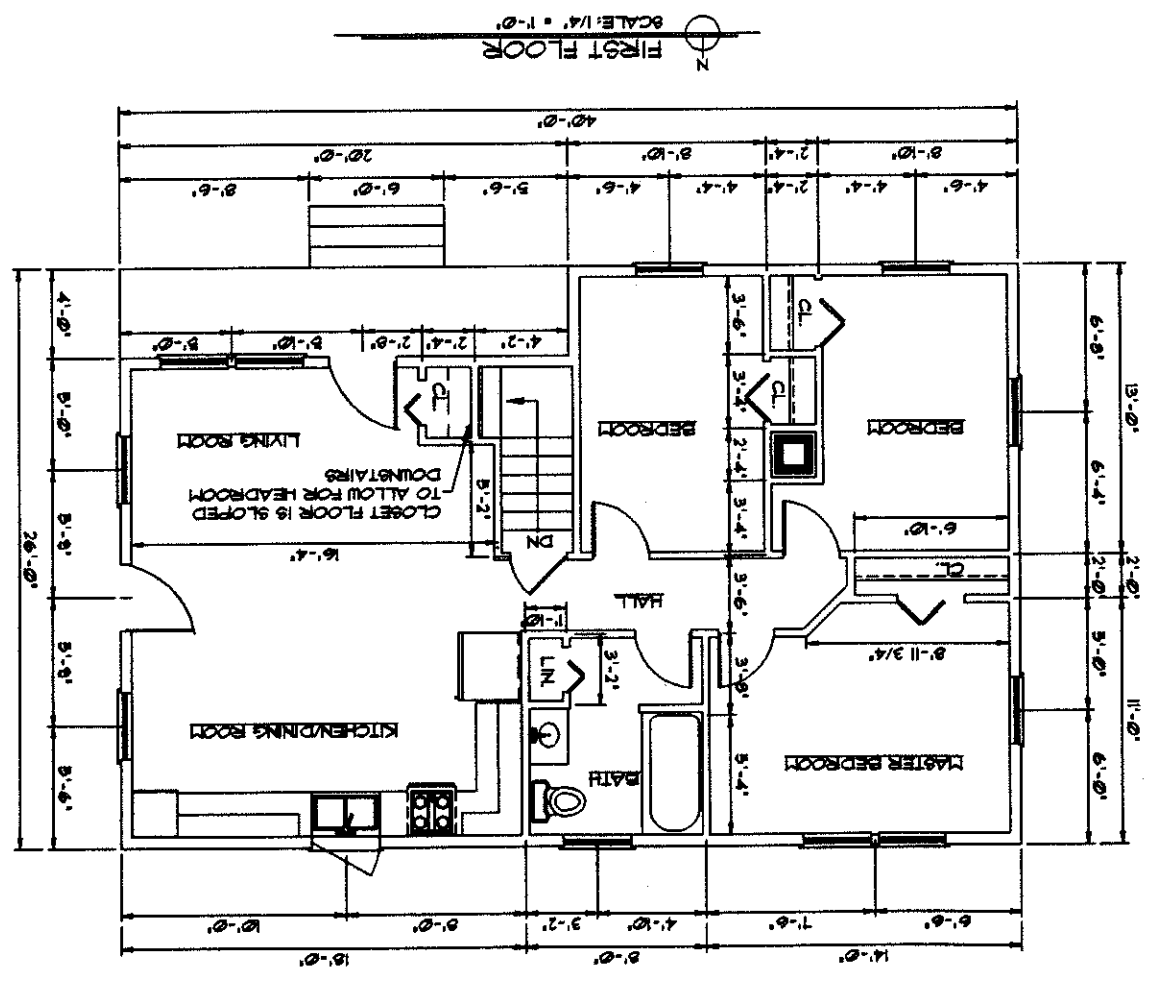
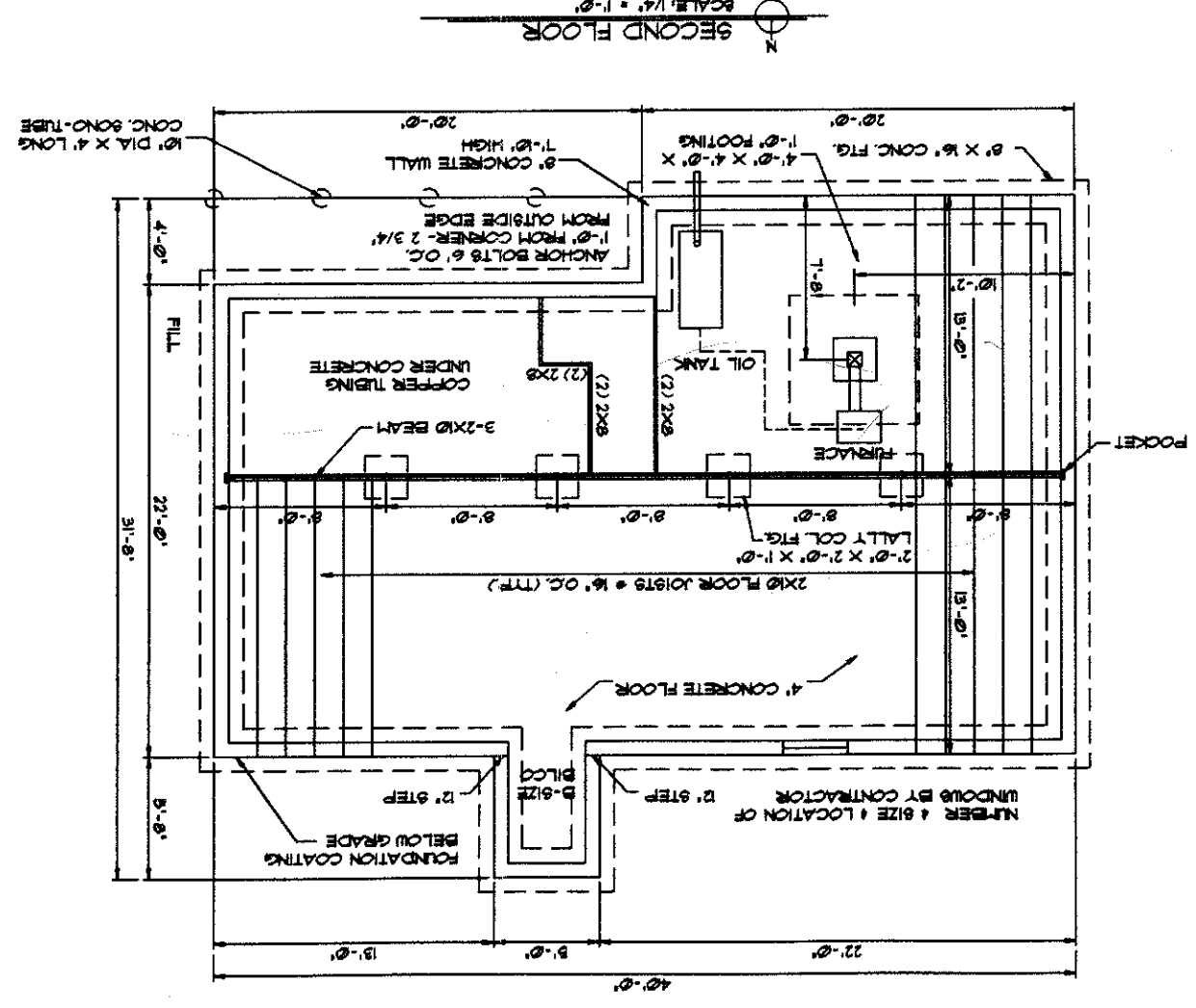
ELEVATIONS

PNC / CADP DRAWING
 SERVICES INC.
 20 BROAD ST. 2ND FLOOR
 NEW BEDFORD, MA 01910
 TEL: 508-457-7800



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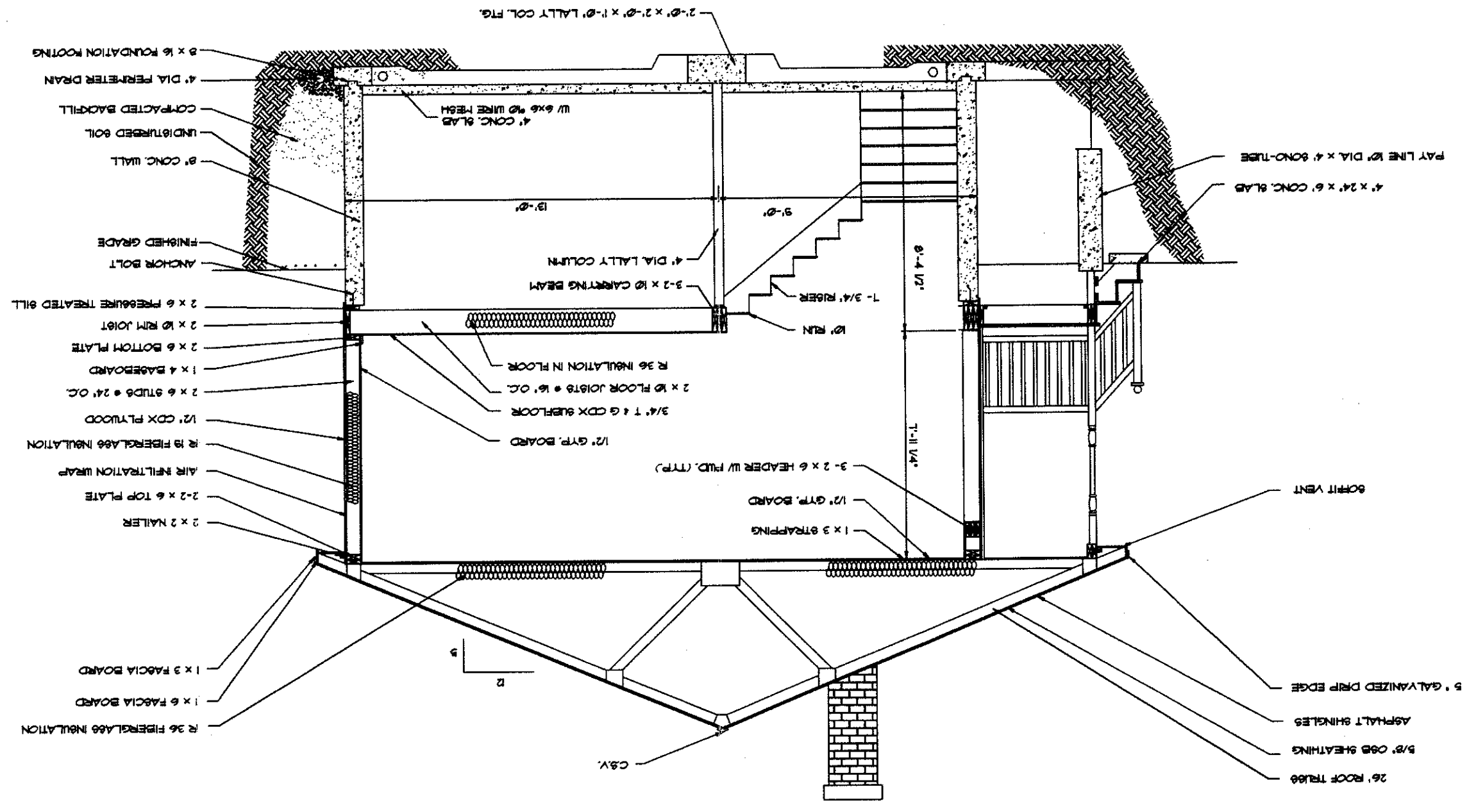


SHEET: A3
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 DATE: 12/07/98
 REVISIONS

KTO BUILDERS
 PO BOX 1795
 UNIDUHAN, WA 98296
 509-2056
 509-4400

SECTION
 P/C / CAD/D DRAFTING
 SERVICES INC.
 1000 1/2 ST. S. SUITE 100
 TACOMA, WA 98402

SECTION A
 SCALE: 1/2" = 1'-0"



PBM1

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Chair and Members of the Portland Planning Board

FROM: Sarah Greene, Planner

DATE: November 28, 1989

SUBJECT: Apple Ledge Subdivision Sectional Recording

Shaw Enterprises is requesting approval for the sectional recording of the previously approved Apple Ledge Subdivision. The applicant proposes to divide the subdivision into three phases: 14 units; 4 units; and 25 units. The applicant is also seeking approval for revisions to the approved site plan.

The Apple Ledge Subdivision is located at the intersection of Huntington Avenue and Demerest Street. The site is 8.79 acres and zoned R-3 Residential. Eight duplexes and seven triplexes were approved by the Board on November 18, 1986 in addition to various amenities including a large swing, walking path, and play field.

Shaw Enterprises is proposing to rephase the subdivision into three sections. The first section will contain 14 units, the second will contain 4, and the third will include 25. Under the Subdivision Ordinance of the Land Use Code. A sectional recording must contain at least 20% of the total number of lots contained in the approval plat, section Ia, as proposed by the applicant, constitutes less than 10% of the number of approved units. Thus, the applicant is requesting a waiver of this requirement.

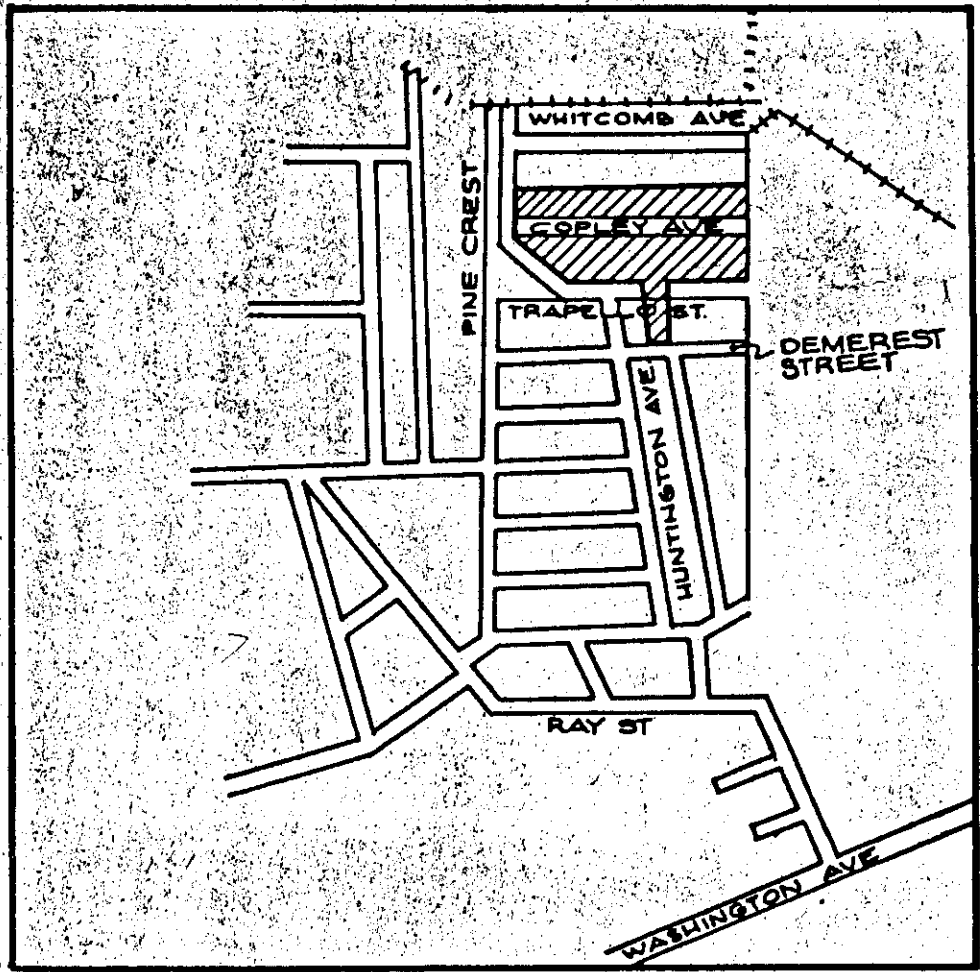
At this date, the proposed first phase has been completed. Only foundations exist for the units of Phase Ia, and a rough road bed has been cut through a portion of Phase II. The areas left as secondary and tertiary phases in past sectional recordings have been left untouched and virtually inaccessible. Where roads have been cut, the applicant has been required to hydroseed and restabilize. This restabilization and restoration, while possible in Phase II, would not be possible in Phase Ia where foundations have already been poured. The proposed phase Ia raises issues of the purpose of the sectional recording provision. Once a plat is recorded, public improvements are guaranteed and will be constructed. It is possible that a subsequent section not recorded will not ever proceed for development. Each section must be able to stand alone if the later phases are dropped. Phase Ia is not severable from phase I. It shows driveways, parking area and utility lines. Also, the foundations are already in place. Given these circumstances, it does not appear appropriate to sever Ia for recording purposes. It is already recorded and partially built. It may be too late in the development process to define these 4 units as a separate section.

In discussions with the applicant, and review of the proposed rephasing, staff has recommended a stabilization of all disturbed areas and the submittal of a revised landscape plan showing all proposed changes.

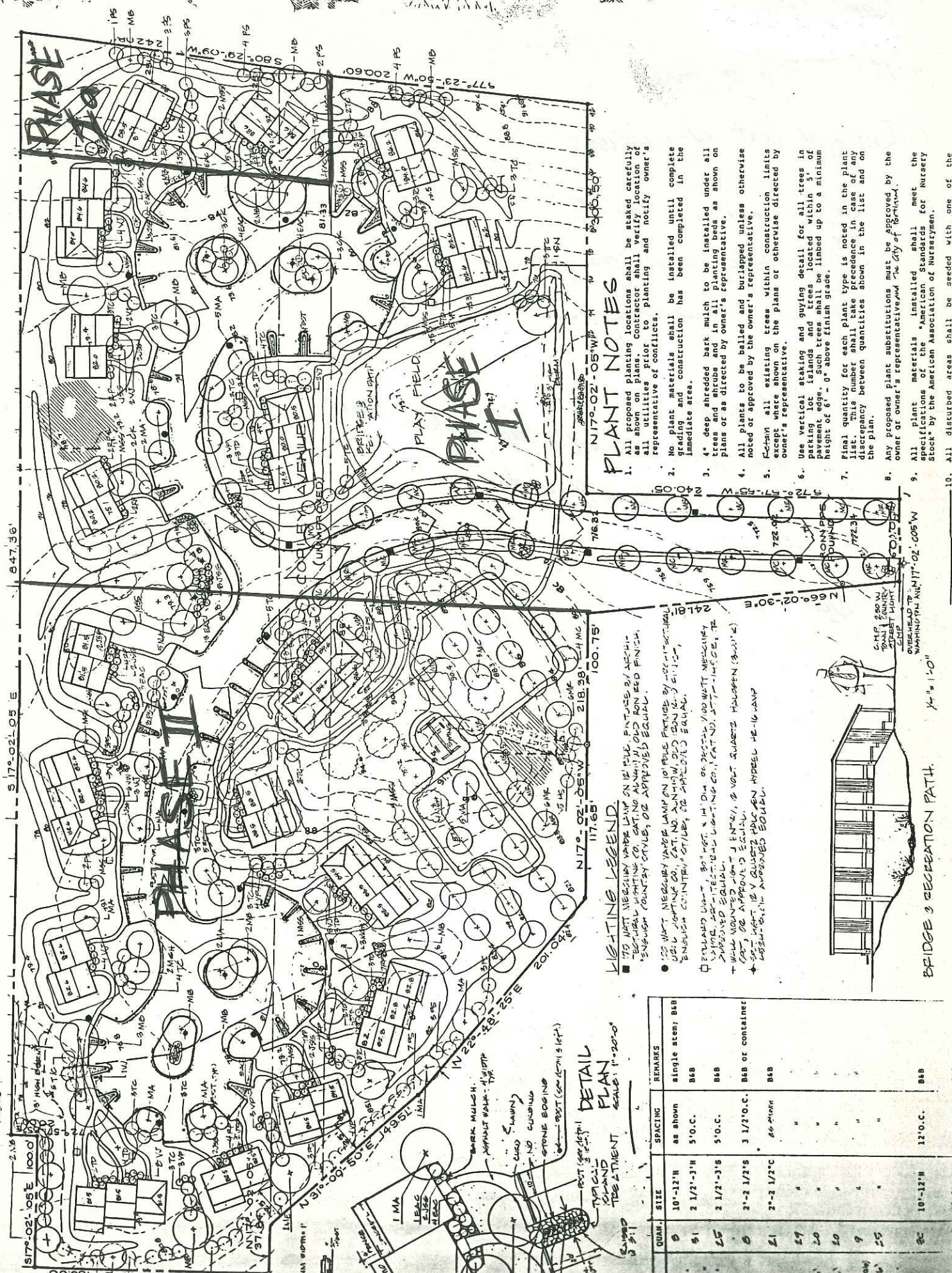
The applicant is requesting approval for revisions of the plan, which, at this writing, have not yet been submitted. These changes may include a revision to the landscaped parking areas. These parking circles were approved with landscaped areas jutting out into the pavement. These islands were never constructed and the applicant is proposing a revision to this aspect of the landscape plan.

Attachments

1. Vicinity Map
2. Approved Subdivision Plat with Proposed Rephasing Boundaries



LOCATION MAP



PLANT NOTES

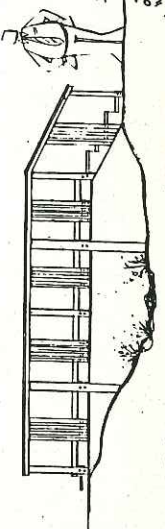
1. All proposed planting locations shall be staked carefully as shown on plans. Contractor shall verify location of all utilities prior to planting and notify owner's representative of conflicts.
2. No plant materials shall be installed until complete grading and construction has been completed in the immediate area.
3. 4" deep shredded bark mulch to be installed under all trees and shrubs and in all planting beds as shown on plans or as directed by owner's representative.
4. All plants to be balled and burlapped unless otherwise noted or approved by the owner's representative.
5. Retain all existing trees within construction limits except where shown on the plans or otherwise directed by owner's representative.
6. Use vertical staking and guying detail for all trees in parking lot islands and trees located within 5' of pavement edge. Such trees shall be limbed up to a minimum height of 6' - 0" above finish grade.
7. Final quantity for each plant type is noted in the plant list. This number shall take precedence in case of any discrepancy between quantities shown in the list and on the plan.
8. Any proposed plant substitutions must be approved by the owner or owner's representative, the City of Richmond.
9. All plant materials installed shall meet the specifications of the "American Standards for Nursery Stock" by the American Association of Nurserymen.
10. All disturbed areas shall be seeded with one of the

LIGHTING LEGEND

- 1. 15 WATT MERCURY VAPOR LAMP ON 12' TALL PASTURE BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 2. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 3. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 4. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 5. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 6. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 7. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 8. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 9. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.
- 10. 15 WATT MERCURY VAPOR LAMP ON 10' TALL FINISH BY ARCHITECTURAL LIGHTING CO., CAT. NO. ALV1111, OLD RON RED FINISH, ENOUGH COUNTRY STYLE, OR APPROVED EQUAL.

DETAIL PLAN
SCALE: 1"=20'-0"

QUAN.	SIZE	SPACING	REMARKS
8	10'-12" H	as shown	single stem; B88
9	2 1/2'-3' H	5'0" C.	B88
25	2 1/2'-3' H	5'0" C.	B88
6	2'-2 1/2' S	3 1/2'0" C.	B88 or container
21	2'-2 1/2' C	66" H W	B88
27	"	"	"
20	"	"	"
20	"	"	"
9	"	"	"
25	"	"	"
20	10'-12" H	12'0" C.	B88



BRIDGE & RECREATION PATH
SCALE: 1/4"=1'-0"

PLANNING REPORT #115-86

PLANNING DEPARTMENT REPORT

SITE PLAN, SUBDIVISION REVIEW AND VACATION OF COPLEY STREET
FOR THE APPLE LEDGE COURT PROJECT

SHAW ENTERPRISES APPLICANT

Submitted to:

Portland Planning Board
Portland, Maine

November 18, 1986

Amended

I. INTRODUCTION

Shaw Enterprises is requesting approval of the Apple Ledge Court P.R.U.D. located in the vicinity of Huntington Avenue and Demerest Street. The applicant is also requesting a recommendation from the Planning Board to the City Council on vacating Copley Street. A site plan, landscaping plan and building elevations are included as Attachments 1 - 3; a narrative of the project by the developer is included as Attachment 4. The plan was designed by Skinner and Lambe, Landscape Architects; the engineering plan was prepared by Deluca Associates. 169 notices have been sent to area residents and property owners. Notices have also appeared in both editions of the Guy Gannet newspapers on Monday, November 10, 1986.

II. SUMMARY OF FINDINGS

Zoning	R-3 Residential
Land area	8.79 acres
Number of units	43 (47 maximum allowed)
Number of buildings	8 Duplexes; 7 Triplexes
Building height	2 stories
Request of waiver	Sidewalk along Demerest Street
Land Uses	Land uses in the area are generally residential with single family homes on the nearby streets. The Pheasant Hill development is an abuttor of this project.

III. STAFF REVIEW

The proposal has been reviewed for compliance with the R-3 Residential Zone, Subdivision Ordinance and Site Plan Ordinance of the Land Use Code. The plan has been reviewed and approved by the Building, Traffic, Public Works, Fire, Parks and Planning Departments. The comments of those departments are contained within this report.

SUBDIVISION REVIEW

1. WATER AND AIR POLLUTION

The proposal will not cause undue air or water pollution. As a residential development utilizing public sanitary and water facilities, it is not anticipated that the subdivision will have an adverse effect on the environment.

2/3. WATER

The project will be served by the existing 8 inch water line in Huntington Avenue. The plan calls for an 8 inch extension to serve the development, extending from Huntington, along Demerest Street and the private driveway. Mr. Donald Wyman of the Portland Water District has reviewed the proposal and has stated in Attachment 5, that the district can supply adequate water service to this development.

4. SOIL EROSION

Due to the topography and design of the site, much of the existing vegetation will be removed. Necessary erosion control measures have been proposed and are included as Attachment 6. The erosion control measures include silt fences along the perimeter of sensitive areas and hay bales in the drainage ditches and on the upstream side of the detention basin outlets. Robert Roy, Planning Engineer, has reviewed and approved the erosion control measures of the site.

5. TRAFFIC

Upon reviewing the preliminary plan for this proposal, William Bray, City Traffic Engineer, requested that a traffic analysis be done to examine the impacts of the proposal on the neighboring streets and intersections. The resulting study, prepared by John L. Murphy, P.E., investigates the impact that this proposal will have on the Washington Avenue/Ray Street/Canco Road signalized intersection. The conclusion of the analysis, included as Attachment 7, states that: "using the worst case analysis that includes both Ray Street and Canco Road, no adverse impacts occur due to project traffic."

Mr. Bray has approved the traffic and parking aspects of the proposal.

6. SANITARY/STORMWATER

The sanitary water management of the subdivision consists of an 8 inch sanitary trunk line located in the private driveway with 6 inch service lines to the individual building clusters. The trunk line will join the City sewer in the newly created portion of Demerest Street. The City sewer currently ends in Huntington Avenue and will need to be extended in conjunction with the improvements to Demerest Street. The sanitary plan has been approved by William Goodwin, P.E., City Environmental Engineer.

The stormwater management of the project includes three detention basins, eight catch basins, a subsurface stormwater collection system, and surface drainage swales to collect and detain stormwater. A summary of the stormwater management plan is

included as Attachment 8. Due to the site topography, three detention basins are used to control stormwater on the site. The largest detention basin, located in the southern portion of the site, detains the runoff from the majority of the site and outlets into an existing natural drainage area which is tributary to the Fallbrook. The other two detention basins combine to form a detention facility which provides 10,200 cubic feet of storm water storage. This facility discharges stormwater into a natural drainage course which eventually flows into the Presumpscott River.

Mr. Robert Roy, City Planning Engineer, has reviewed and approved the stormwater management plan of the site with the following condition:

That an executed drainage maintenance agreement be submitted, and approved by the city.

A draft of the drainage maintenance agreement is attached as Attachment 8. Mr. Roy also requests that the following condition be considered for the project:

That the applicant request permission from the Director of Parks and Public Works to open Huntington Avenue to make his utility connections.

Mr. Roy's comments are included as Attachment 9.

7. SOLID WASTE/SEWAGE

Solid wastes will be collected by a private contract service and stored in the individual units. The wastes will be collected at curb side once a week and therefore will not require dumpsters. Sanitary wastes are discussed in Section 6.

8. SCENIC OR NATURAL BEAUTY

The proposal will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas. The plan includes a preservation plan designed to save many of the existing apple trees. The landscape design is discussed in Section 3 of the site plan review.

9. CONFORMANCE WITH THE LAND USE CODE

The plan meets the requirements of the R-3 Residence Zone, including P.R.U.D. minimum land area, setbacks and minimum street frontage. The R-3 P.R.U.D. design performance standards are discussed in Section V of this report.

10. FINANCIAL AND TECHNICAL CAPABILITY

The applicant has submitted a letter from Delta Realty and Casco Northern bank attesting to the developer's ability to complete this project. The letter is included as Attachment 10.

11. SHORELAND

The project is not located within 250 feet of any pond, lake, river or tidal waters.

12. CURBS, SIDEWALK, ELECTRIC SERVICE

The plan calls for granite curbing along the improved portion of Demerest Street and at the radii of the new driveway. The electric service is proposed as underground service from a pole on Demerest Street. The applicant is seeking a waiver of the requirement of sidewalks along Demerest Street. This request is included as Attachment 11. There are currently no sidewalks on the neighboring streets. The Public Works Department, as stated in Attachment 8, does not oppose the request to waive sidewalks along the portion of Demerest to be improved.

13. SCHOOLS

It is estimated that this project will generate 6 school age children. Of those children, it is estimated that 3 would attend Lyseth Elementary School, 1 would attend Lyman Moore Middle School and 2 would be enrolled in one of Portland's high schools. Staff has contacted David LeGage of the Portland School System who stated that this would not pose an undue burden on the schools.

IV. SITE PLAN REVIEW

1. PARKING/CIRCULATION

The interior circulation plan of the site includes a main driveway, branching in the center of the site, to serve the two areas of the project. 86 parking spaces are shown on the plan, 43 are required. Mr. William Bray, P.E., City Traffic Engineer, has reviewed and approved the parking and circulation plan of the proposal.

2. BULK, LOCATION, HEIGHT

The bulk location or height of proposed buildings and structures and paved areas and the proposed uses will not be detrimental to other private development in the area. The proposed buildings will house two or three residential units and will not exceed two stories in height. The exterior building materials are proposed as brick or clapboards. Three typical units are proposed allowing for an architectural mix of residences, as are shown on Attachment 3. The water service and stormwater management are reviewed in the subdivision section of the ordinance. A service letter from Central Maine Power is attached as Attachment 5.

3. LANDSCAPING

The provisions for on-site landscaping include the following:

Species	Quantity
Kousa Dogwood	8
Dwarf Burning Bush	31
Sea Green Juniper	25
Blue Rug Juniper	8
Spring Snow Crabapple	21
Adams Crabapple	29
Siberian Crabapple	20
Centrion Crabapple	20
Golden Hornet Crabapple	9
Robinson Crabapple	25
White Pines	80
Canadian Hemlock	65
Rhododendron	32
Golden Weeping Willow	1
Densifloris	34
Judd Viburnum	38
Doublefile Viburnum	39
Perennials	approximately 435

An existing, overgrown apple orchard will be preserved and improved to create a focal point (and namesake) of the development. Additional landscape details include a large swing, recreation path with bridge, play field, and individual patios. Landscaped islands are also provided to reduce the amount of unbroken pavement and to provide some delineation of individual parking areas.

The landscape plan has been approved by Carmela Barton, City Arborist. Her comments are attached as Attachment 11.

4. SOILS AND DRAINAGE

The soils at the site are Scantic, Holis, Belgrade and Buxton types. These soils do not pose a significant hinderance to developing the site. The drainage plan is discussed in Section 6 of the subdivision review.

5. EXTERIOR LIGHTING

The plan includes eight 175 watt mercury vapor lamps on 12 foot poles, fifteen 100 watt mercury vapor lamps on 10 foot poles, five 100 watt 30 inch tall bollard lights and wall mounted lights by each entrance and small spot lights in the landscaped islands. The plan provides adequate lighting for the safety of the residents.

6. ZONING AMENDMENT

The proposal is not in conjunction with a zoning amendment.

7. FIRE SAFETY

The proposed development will not create an undue fire safety hazards by not providing adequate access to the site for emergency vehicles.

Unique to this site is the single access proposed for a development of 43 units. Typically the Fire Department requires two means of access for any development over 32 units, however this threshold can be increased from 32 to 64 units by utilizing a residential sprinkler system. The applicant has elected to use the sprinkler system and has included a note on the recording plat that states all units will be provided with a sprinkler system approved by the Fire Department. Lt. James Collins of the Fire Department has approved the plan.

8. PRELIMINARY PLAN

The plan has been reviewed by the Board at the workshop session of August 19, 1986.

9. CITY PROJECTS

The proposed development will not interfere with any known City project.

10. SIDEWALK

The applicant is seeking a waiver of the requirement of providing a sidewalk along the section of Demerest Street that is designated to be improved in conjunction with this project. There are no sidewalks on Huntington Avenue. The applicant does propose to install granite curbing as part of the Demerest Street improvements and underground electric service to the development.

11. VACATION OF COPLEY STREET

Copley Street is a paper street entirely contained within the boundaries of the project. The applicant is requesting that Copley Street be vacated to facilitate the proposed project. Attachments 13 through 17 are the petition for street vacation, legal description of the street, a waiver and indemnity agreement, a list of abutting property owners, and letters from the utilities stating that they have no service lines or interests in Copley Street. The document for the request of street vacation has been reviewed as to form and approved by Richard Flewelling, Associate Corporation Counsel.

12. CITY-OWNED LAND

It has come to the staff's attention that a small portion of the site is owned by the City. The applicant has entered into negotiations with the City Council regarding purchase of the land, however, it is as yet unresolved. The Board therefore may wish to postpone the subdivision and site plan approval until such time as the applicant has purchased the land. The recommendation of street vacation may be decided and taken to the Council along with the request to purchase the small parcel of land remaining in the City's ownership.

13. PLANNED RESIDENTIAL PERFORMANCE STANDARDS

Design Relationship to Site

The development demonstrates a reasonably unified response to the design possibilities of the site, by virtue of including such elements as the design and layout of the buildings, circulation plan, open space, drainage and orientation to form a functionally integrated whole.

The site design and architecture of the project provide for a quality development that is well integrated with the site. By using the natural site characteristics and topography enhanced by an intense landscaping plan, the applicant has shown successful

site design. The architectural treatment and diversity of units, combined with the modest clustering of duplex and triplex buildings also characterizes successful design relationship to the site.

Design Relationship to Surrounding Neighborhood

The design and layout of the development and buildings, by virtue of such features as architectural style, exterior finish, height and scale, circulation, open space and landscaping is reasonably compatible with the surrounding neighborhood.

The closest building is set back approximately 400 feet from the entrance of the driveway on Demerest Street. The general area behind the project is undeveloped. The closest homes, located on Huntington Avenue are single family homes similar in style to the proposed development. The project, due to its buffer and scale will have a minimal impact on the surrounding neighborhood.

Open Space

All open spaces on the site are functionally integrated into the development plan by virtue of landscaping, lighting, walkways, accessibility, recreation, preservation of natural site amenities, and use of landscaping as a natural buffer for privacy between housing clusters.

The use of a drainage blanket under the large detention basins to allow them to be used as play areas and open spaces expands the open space of the development. Small private open spaces are provided behind each unit. The private open spaces are enhanced by the site design which allows for minimum conflict of private space. This is done by avoiding the location of units back to back with other units. The common apple orchard also provides a successful open space enhanced by additional crabapple plantings and the large swing.

14. CONDOMINIUM DOCUMENTS

At the time of this writing, the applicant has not submitted the necessary condominium documents to the City for approval. Therefore a potential condition of approval is that executed condominium documents be submitted and approved by the Corporation Counsel.

V. MOTIONS FOR THE BOARD TO CONSIDER

In light of the necessity of the applicant purchasing a small portion of City-owned land, which must be approved by the City Council, and the Council's request to review the land sale and street vacation at one time, the Board may wish to recommend the street vacation conditioned on the applicant successfully purchasing the land in question. The Board may also wish to postpone site plan and subdivision approval, after closing the public hearing, until such time as the applicant has purchased the subject property.

1. Recommendation regarding the vacation of Copley Street.
 - A. Potential condition of approval.
 - i. That the applicant acquire the remaining parcel of land fronting on Copley Street.
2. That the plan is in conformance with the R-3 P.R.U.D. performance standards.
3. That the plan is in conformance with the site plan ordinance of the Land Use Code.
4. That the plan is in conformance with the subdivision ordinance of the Land Use Code.
 - A. Potential conditions of approval.
 - i. That executed condominium documents be submitted and approved by the Corporation Counsel.
 - ii. That an executed drainage maintenance agreement be submitted and approved by the Corporation Counsel.
 - iii. That the applicant request permission from the Director of Public Works to open Huntington Avenue to make utility connections.
5. Motion regarding the request of waiver of a sidewalk along Demerest Street.

List of Attachments

1. Landscape plan
2. Drainage plan
3. Building elevations
4. Narrative of project by developer
5. Letters of service from the Portland Water District and Central Maine Power
6. Erosion control schedule
7. Traffic analysis
8. Stormwater analysis/Drainage maintenance agreement
9. Comments of the City Planning Engineer
10. Letter of financial capability
11. Request of sidewalk waiver
12. Comment of the City Arborist
13. Petition for street vacation
14. Legal description
15. Waiver and indemnity agreement
16. List of abutters
17. Letters from utilities regarding street vacation

PLANNING REPORT #3-90

APPLE LEDGE SUBDIVISION
SECTIONAL RECORDING AND SUBDIVISION REVISION REVIEW
APPLE LEDGE ASSOCIATES, APPLICANT

Submitted to:
Portland Planning Board
Portland, Maine
February 27, 1990

I. Introduction

Apple Ledge Associates is requesting a sectional recording and revisions to the previously approved Apple Ledge Subdivision. The applicant proposes to divide the subdivision into three phases of 14 units, 4 units, and 25 units.

The Apple Ledge Subdivision is located at the intersection of Huntington Avenue and Demerest Street. The site is 8.79 acres and zoned R-3 Residential. Eight duplexes and seven triplexes were approved by the Planning Board on November 18, 1986, in addition to various amenities including a walking path and play field.

The rephasing of Apple Ledge will consist of three sections. The first phase will consist of buildings 1, 2, 5, 6, 7 and 18, which include 14 units. Phase Ia will include buildings 3 and 4, consisting of four units, and Phase II will include buildings 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17. Phase II consists of 25 units.

II. Summary of Findings

Zoning	R-3		
Land Area	8.79 total		
Phase I	154,600	100	
Phase Ia	21,600	25	
Phase II	180,500	47	
Number of Units			29
Phase I	14		
Phase Ia	4		
Phase II	25		
Land Uses	Single family residential		

III Staff Review

The plan has been reviewed for compliance with the R-3 Residential Zone and Subdivision Ordinance of the Land Use Code. The plan has been reviewed and approved by the Building Inspections, Traffic, Fire and Public Works Departments.

Sectional Recording

At this date, the proposed first phase of the subdivision has been completed. Only foundations exist for the units of Phase Ia, and a rough road bed has been cut through a portion of Phase II. While Phase Ia cannot be returned to an undisturbed state, Phase II can be separated from Phase I with the planting of Red Pines and the placement of boulders on the berm between the two phases.

Under the Subdivision Ordinance of the Land Use Code, a sectional recording must contain at least 20% of the total number of lots contained in the approval plat. Section Ia, as proposed by the applicant, constitutes less than 10% of the number of approved units. Thus, the applicant has requested a waiver of the 20% requirement due to the Veteran Administration's requirements for the financing of the units.

Mr. Stephen Harris, Planning Engineer, has reviewed and approved the phasing plan. His comments are included as Attachment 4a.

Subdivision Revisions

The applicant proposes to alter the landscaping in the parking areas. In the previously approved plan, narrow planting beds jugged out into the pavement, separating the parking spaces. Because of difficulty in plowing and maintenance expense, the applicant is seeking approval for a revision to the landscaping plan. The applicant proposes to combine these smaller areas into larger central planting beds.

In addition to the parking lot planting beds, the applicant has made modifications to the stormwater management plan. According to notes added to the plan, run-off calculations will be made to determine whether detention basin A is properly controlling the run off of the development. Based on the analysis of these calculations, the applicant will meet with Public Works staff to consider the necessary stormwater management alternatives. And finally, a precast catch basin with an open throat type grate and two drainage pipes will be installed in the parking island of Phase II.

Based on discussions with the City Arborist, the applicant has agreed to the planting of additional trees and the substitution of some species. While these changes have been agreed upon, they have not yet been added to the plan. Therefore, staff would suggest the following conditions of approval:

- that the applicant will maintain the same amount of plantings at the site and work with the City regarding any new placement or exchange of species;
- that the applicant will revise the landscaping plan to include 5 red pines, 2 red maples, and flowers between units 1 and 18 in order to screen the detention basin and revise the landscaping plan to reflect the additional plantings to the parking islands as discussed.
- that the applicant will include a red maple between units 4 and 5 on the landscaping plan.
- that the pine trees planted will be 5-6' tall and the trees shall be a 2 1/2" caliper.

Performance Guarantees and Future Approvals

The original performance guarantee for the entire Apple Ledge Subdivision will not be released until:

- a 6-month performance guarantee has been posted for incomplete improvements of Phase I (including the revised landscaping walking path, and drainage plans); and

- a separate 2-year performance guarantee has been posted for finish paving.

Both of these performance guarantees shall be posted prior to the recording of Phase I plat.

A potential condition of approval may be that a note be added to the plan stating:

- That phase Ia must be recorded to maintain subdivision approval within 3 years after the approval of the sectional recording on (February 27, 1990). The remaining second phase recording plat must be recorded within 5 years of the (February 27, 1990) to maintain subdivision approval.

IV Motions for the Board to Consider

On the basis of the recording plat submitted by the applicant, and on the basis of information contained in Planning Board Report # 3-90 relevant to standards for the sectional recording of subdivisions and/or other findings as follows:

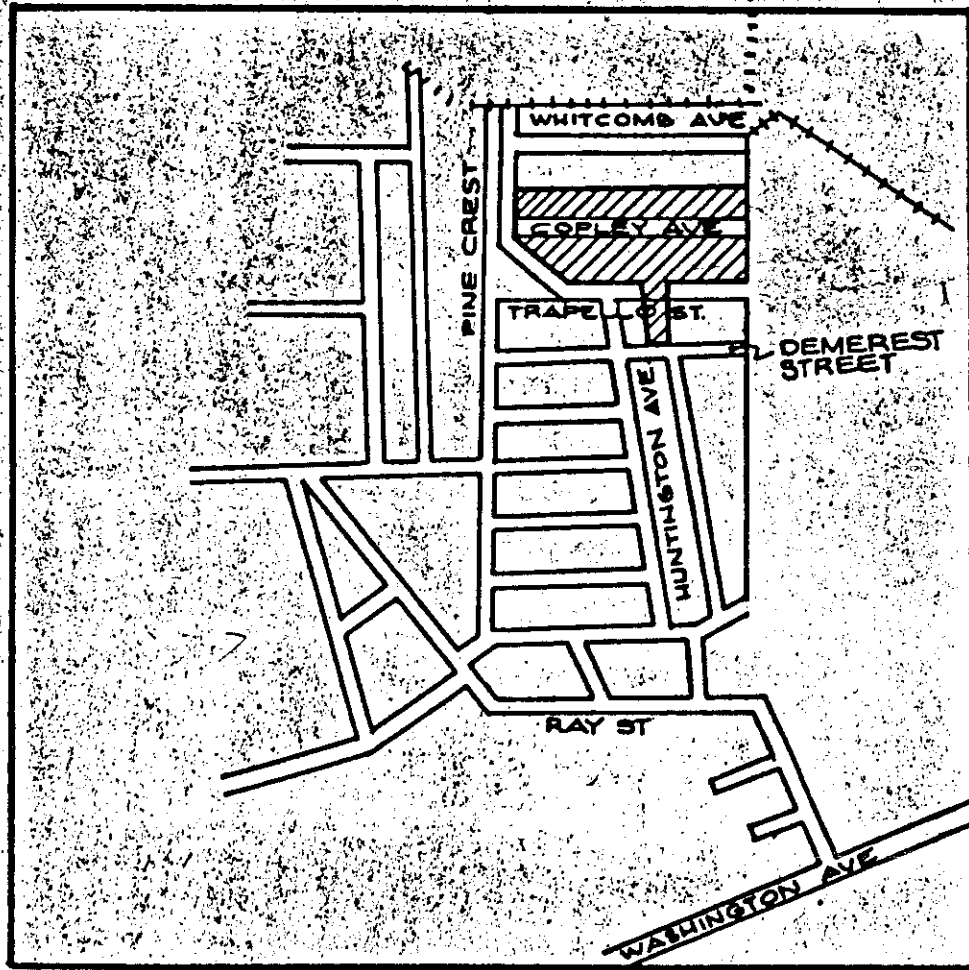
1. That the recording plat is in conformance with the sectional recording requirements of the Land Use Code.
 - A. Potential Conditions of Approval.
 - That the applicant will maintain the same amount of plantings at the site and work with the City regarding any new placement or exchange of species;
 - That the applicant will revise the landscaping plan to include 5 red pines, 2 red maples, and flowers between units 1 and 18 in order to screen the detention basin and revise the landscaping plan to reflect the additional plantings to the parking islands as discussed.
 - That the applicant will include a red maple between units 4 and 5 on the landscaping plan.
 - That the pine trees planted will be 5-6' tall and the trees shall be a 2 1/2" caliper.
 - That phase Ia must be recorded to maintain subdivision approval within 3 years after the approval of the sectional recording on (February 27, 1990). The remaining second phase recording plat must be recorded within 5 years of (February 27, 1990) to maintain subdivision approval.

2. Waiver:

The applicant has requested a waiver of the requirement stating that a sectional recording must contain at least 20% of the total number of lots contained in the approval plat. (Sec. 14-495(h))

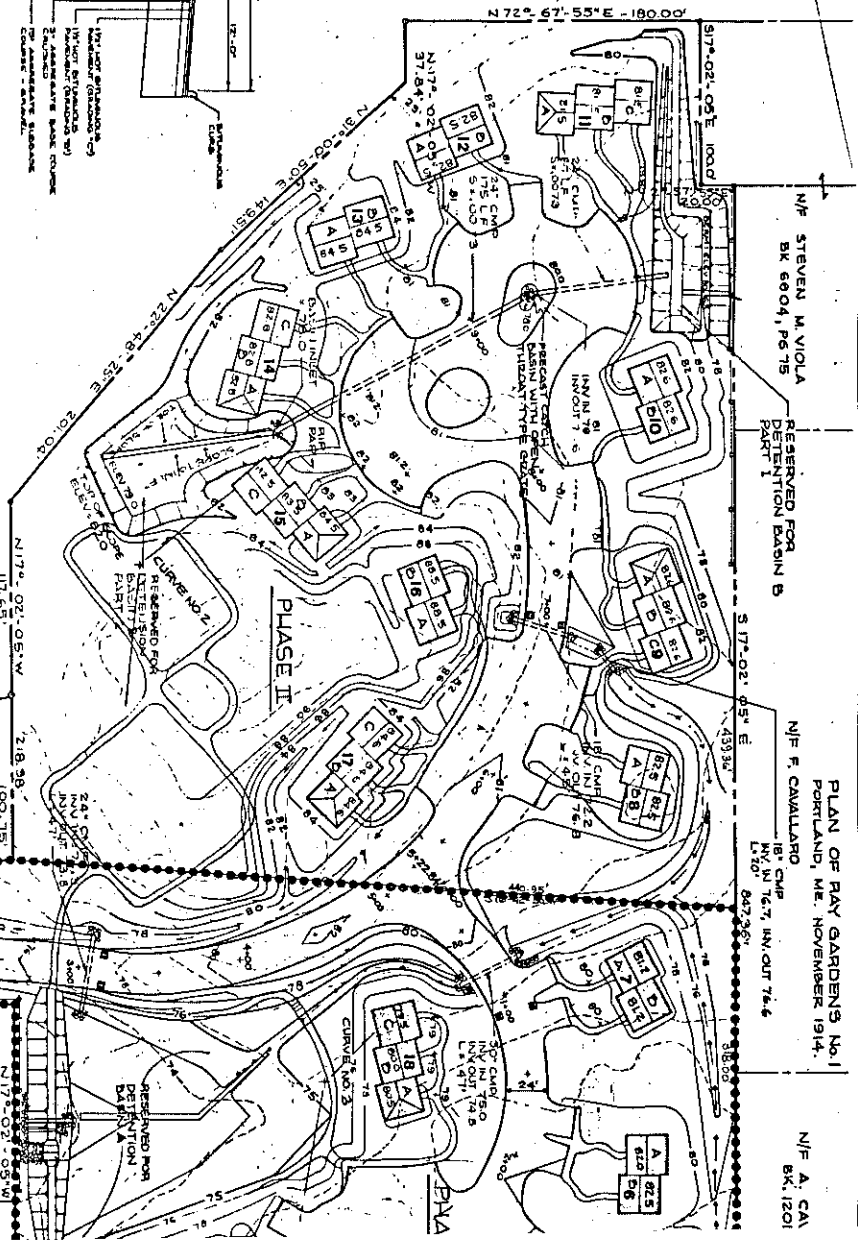
Attachments

1. Vicinity Map
2. Approved Subdivision Plat with Proposed Rephasing Boundaries
3. Letter from applicant
4. Staff Comments
 - a. Planning Engineer
 - b. City Arborist



LOCATION MAP

PLAN OF RAY GARDENS No. 1
 PORTLAND, ME. NOVEMBER 1914.



ROAD CROSS SECTION - APPLE LEDGE

NOTES

1. TOTAL LAND AREA - 8.79 ACRES
2. THIS PLAN IS THE RESULT OF A STANDARD BOUNDARY SURVEY ACCORDING TO THE MAINE BOARD OF REGISTRATION FOR LAND SURVEYOR STANDARDS - CATEGORY I, CONDITION III. BOUNDARY AND TOPOGRAPHICAL SURVEY BY DANIEL J. DALPONSO, P.L.S. #1172
3. ELEVATIONS BASED ON INVERT ELEVATION OF 66.84 FEET FOR SEWER MANHOLE AT HUNTINGTON AVE. AND DEMEREST ST PER PLAN HUNTINGTON AVE. SEWER AND STORM DRAIN.
4. ALL ROADS AND UTILITIES ARE PRIVATELY OWNED.
5. SOLID WASTE REMOVAL BY HOMEOWNERS ASSOCIATION
6. THERE ARE NO EXISTING UTILITIES ON SITE, PROPOSED UTILITIES ARE SHOWN ON SEPARATE PLANS

7. PROPOSED CONTOURS ARE FOR GENERAL DIRECTION OF DRAINAGE AND DRAINAGE PLAN, SEE GRADING AND DRAINAGE.
8. SEE DRAINAGE REPORT FOR EROSION CONTROL PROVISIONS.
9. ALL UNITS TO BE EQUIPPED WITH A REFRIGERATOR TO UNIT 13 D. CONSERVING TO UNIT 13 D.
10. ON JULY 15, 1917, THE PLANNING BOARD EXECUTED THE RECORDING AND FOR ALL OF THE APPLE LEDGE SUB-DIVISION THE PLAN WAS RECORDED IN THE COUNTY REGISTER OF DEEDS IN PLAN BOOK #183, PAGE 14. THE PLANNING BOARD VOTED ON

PLANNING BOARD PUBLIC HEARING
 HELD AT THE CITY OFFICE ON JULY 15, 1917.
 WHEREUPON THE BOARD VOTED TO APPROVE THE PLAN FOR A SECTIONAL RECORDING OF THE SUBDIVISION.

II. THE APPROVAL OF THIS RECORDING OF THE PLAN OF RAY GARDENS NO. 1 SHALL NOT BE BUILT UNTIL RECORDING PLATS FOR THE SUBPHASES ARE EXECUTED BY THE PLANNING BOARD, RECORDED, AND THE PERFORMANCE GUARANTEES ARE POSTED WITH THE CITY.

12. THE LEASE ASSOCIATION WILL BE BOUND BY THE TERMS OF THE SOUTH EAST CORNER OF DEMEREST STREET AND HUNTINGTON AVENUE SHALL MODIFY THE PLAN TO ACCORD WITH THE CITY DEPARTMENT.

13. WITHIN THE CITY OF PORTLAND THE APPROVAL OF THE PORTLAND PUBLIC WORKS DEPARTMENT.

CITY OF PORTLAND PLANNING BOARD
 APPROVED: _____ DATE: _____

HUNTINGTON AVENUE
 DEMEREST STREET
 APPLE LEDGE
 CURVE NO. 1
 N 17° 02' 05" E 100.00'
 N 17° 02' 05" W 100.00'
 N 17° 02' 05" E 100.00'
 N 17° 02' 05" W 100.00'
 N 17° 02' 05" E 100.00'
 N 17° 02' 05" W 100.00'



NOTE: EXHIBIT B IS AT THE CITY OFFICE, 1172 HUNTINGTON AVENUE, PORTLAND, ME. EXHIBIT C IS AT THE CITY OFFICE, 1172 HUNTINGTON AVENUE, PORTLAND, ME.

DeLUCA - HOFFMAN ASSOCIATES, INC.

CONSULTING ENGINEERS
778 MAIN STREET
SUITE EIGHT
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

MICHAEL J. DELUCA, P.E.
PRESIDENT

WILLIAM G. HOFFMAN, P.E.
VICE-PRESIDENT

February 2, 1990

Ms. Sarah Greene, Planner
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

Subject: **Apple Ledge**

Dear Ms. Greene:

Enclosed please find updated site and recording plans depicting the proposed phases for the Apple Ledge project. As we discussed at the Planning Board Workshop on November 28, 1989, the owner is proposing three phases.

Phase I consists of the following constructed 14 units:

- 1 - A,B
- 2 - A,B
- 5 - A,B,C
- 6 - A,B
- 7 - A,B
- 18 - A,B,C

Phase IA consists of the foundations for the following 4 units:

- 3 - A,B
- 4 - A,B

This phase is not included in Phase I due to rules relating to financing the units. According to Mr. Shaw's attorney, this is the only way to structure the phasing so the units will qualify for a Veteran's Administration loan. Dividing Phase I into Phase IA and IB is strictly for marketing.

Phase II consists of the following unbuilt 25 units:

- 8 - A,B
- 9 - A,B,C
- 10 - A,B
- 11 - A,B,C
- 12 - A,B
- 13 - A,B
- 14 - A,B,C
- 15 - A,B,C
- 16 - A,B
- 17 - A,B,C

There are the following changes on the plans:

- 1) We have identified the phases by number and metes and bounds descriptions.
- 2) We have identified the units and foundations that have been constructed as of this date.
- 3) We have revised the parking areas to eliminate the narrow fingers of landscaping between the parking spaces.

On Monday, January 29, 1990, John Shaw and I met with Jeff Tarling, City Arborist. Mr. Tarling agreed with the concept of eliminating the landscaped fingers between the parking stalls, provided that the owner did not reduce the amount of plantings. As a result of the discussion, Mr. Shaw agreed to the following:

- 1) will keep the same amount of plantings and work with the City regarding the new placement (the City may exchange plants, shrubs, and trees on an equivalent cost basis).
- 2) will plant 4 or 5 red pines, 2 red maples, and some flowers between units 1 and 18 in order to screen the detention basin.
- 3) will plant 5 or 6 red pines and place some large boulders on the berm between Phases I and II.
- 4) will plant a red maple between units 4 and 5.
- 5) the pines will be 5-6' tall and the trees shall be a 2-1/2" caliper
- 6) the plantings and cover in the islands in Phase I were acceptable.

As a result of our meeting with Steve Harris, Paul Nieheff and Jeff Tarling on January 24, 1990, we agreed to the following:

- 1) DeLuca-Hoffman Associates, Inc. will calculate the pre and post development stormwater runoff tributary to detention basin A using the new SCS TR-55 methods. We will then discuss with Public Works permanent methods of restricting stormwater from the development.
- 2) A highway type catch basin with an open throat field inlet will be installed in the island in Phase II. The two drainage pipes will be connected to this catch basin.
- 3) The performance guarantees will be determined for the work. Preliminary indications are:
 - a) 2 year for paving for Phase I and Demerest Street
 - b) 6 months for uncompleted work in Phase I
 - c) discussion with Planning Department regarding the 10% defect guarantee, since only half of the project has been constructed.
- 4) Note on the plan that Apple Ledge will maintain the street light at Apple Ledge and Demerest Street if the street light is within the right of way.
- 5) Add notes regarding phasing contained in letter from Planning Department dated 1/19/90.

Our office believes this summarizes the discussions at our meetings. We will continue to work with Public Works regarding the surface drainage tributary to detention pond A.

If you have any questions or need more information, please contact me.

Very truly yours,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Michael J. DeLuca, P.E.
President

MJD/klv/JN273/273md

cc: J. Shaw, Shaw Enterprises

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Sarah Greene, Planner

FROM: Steve Harris, Planning Engineer
Paul Niehoff, Materials Engineer

DATE: February 27, 1990

SUBJECT: Appleledge

After extensive review, the sectional recording plan for Appleledge meets Parks and Public Works technical and design standards and we recommend approval based upon the execution of the conditions of approval noted on the recording plat and the memorandum in Planning Packet #3-90.

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Sarah Greene, Planner
FROM: Jeff Tarling, City Arborist
DATE: February 27, 1990
SUBJECT: Apple Ledge Subdivision

I have reviewed the revised subdivision plat for the Apple Ledge Subdivision and I approve of the changes made to the parking areas. The applicant has agreed to submit a revised landscaping plan which would include the following:

- That the applicant will maintain the same amount of plantings at the site and work with the City regarding any new placement or exchange of species;
- That the applicant will revise the landscaping plan to include 5 red pines, 2 red maples, and flowers between units 1 and 18 in order to screen the detention basin and revise the landscaping plan to reflect the additional plantings to the parking islands as discussed.
- That the applicant will include a red maple between units 4 and 5 on the landscaping plan.
- That the pine trees planted will be 5-6' tall and the trees shall be a 2 1/2" caliper.



PAUL W. LAWRENCE CONSULTING

FAX TRANSMITTAL FORM

Date: January 27, 1997

To: Portland Planning Dept. To FAX # 756-8258

Attn: Rick Knowland

From: Paul Lawrence Phone: (207)892-2175
From FAX # (207)892-3654

RE: Copley Woods - Revised Landscaping Plan

Pages Faxed: 2

Comments: Call if you have questions
Thanks,
Paul

P.O. Box 369 *Windham, Maine 04062

This communication is confidential and intended to be privileged pursuant to applicable law. This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and return original message to us at the above address via the U.S. Postal Service. Thank you.



Paul W. Lawrence Consulting

RESIDENTIAL & COMMERCIAL DEVELOPMENT

October 11, 1996

Alex Yagerman
Planning Department
389 Congress Street
Portland, ME 04101

RE: Copley Woods Subdivision, (previously Apple Ledge II)

Dear Mr. Yagerman:

KTO Builders has been in the process of conducting a significant amount of additional site investigation and working to incorporate this new information into a newly refined plan which is custom fit for the site. We have worked with Pinkham and Greer Engineers to provide a plan with a great deal more detail. This additional detail should allow the Planning Staff and Planning Board members the opportunity to more completely evaluate site conditions and their relationship to the project.

We would like to call your attention to the following items on the attached plan as either points of added information or refinements to the last plan:

- The main street has been realigned to support a more appropriate extension of the hammerhead-end of the road to future connections to the west
- Lot #3 from the previous plan has been eliminated to allow for the addition of the right-hand turnaround as requested by Bill Bray
- The "Recreation Area" available has been noted and calculated to be in excess of 24,000 Square feet
- Communications with the school department revealed that the large expanse of property to the west of the project under city control is currently being considered for a new school site
- The detention area has been pulled away from the nearest house to ensure protection against storm-event-related flooding
- Sill elevations have been provided for each house as depicted in the table in the upper right hand corner of the Plan
- The surveyor has provided additional topographic contours to complete coverage of the project
- A sidewalk network has been added to the Plan

- We have had a site walk with Dawn Hallowell of the DEP regarding the impact of proposed improvements as related to the wetlands; we are securing permits under provisions of a Tier I application
- We have attended a meeting with Rick Knowland and Jim Seymour to discuss any drainage concerns the City may have; since this meeting we have incorporated all points discussed by the City's Engineer
- We have designated lot lines for each of the 24 lots within the project and have listed this information within the Table on the Plan; each lot is in excess of 6,500 square feet
- Proposed contours also appear on the plan as related to road and individual home construction and landscaping
- All buildings have been located to maintain a 25' minimum perimeter setback buffer

We believe the preceding project and Plan enhancements represent appropriate responses to input as received from all interested parties. Please review the new Plan with these issues in mind; we look forward to the opportunity to take this project forward as soon as possible.

Sincerely,

A handwritten signature in cursive script that reads "Paul W. Lawrence". The signature is written in dark ink and is positioned above the printed name.

Paul W. Lawrence

PAUL W. LAWRENCE CONSULTING

MEMO

To: RICK KNOWLAND From: PAUL LAWRENCE

Date: AUGUST 12, 1996

SUBJECT: COPLEY WOODS TRUD

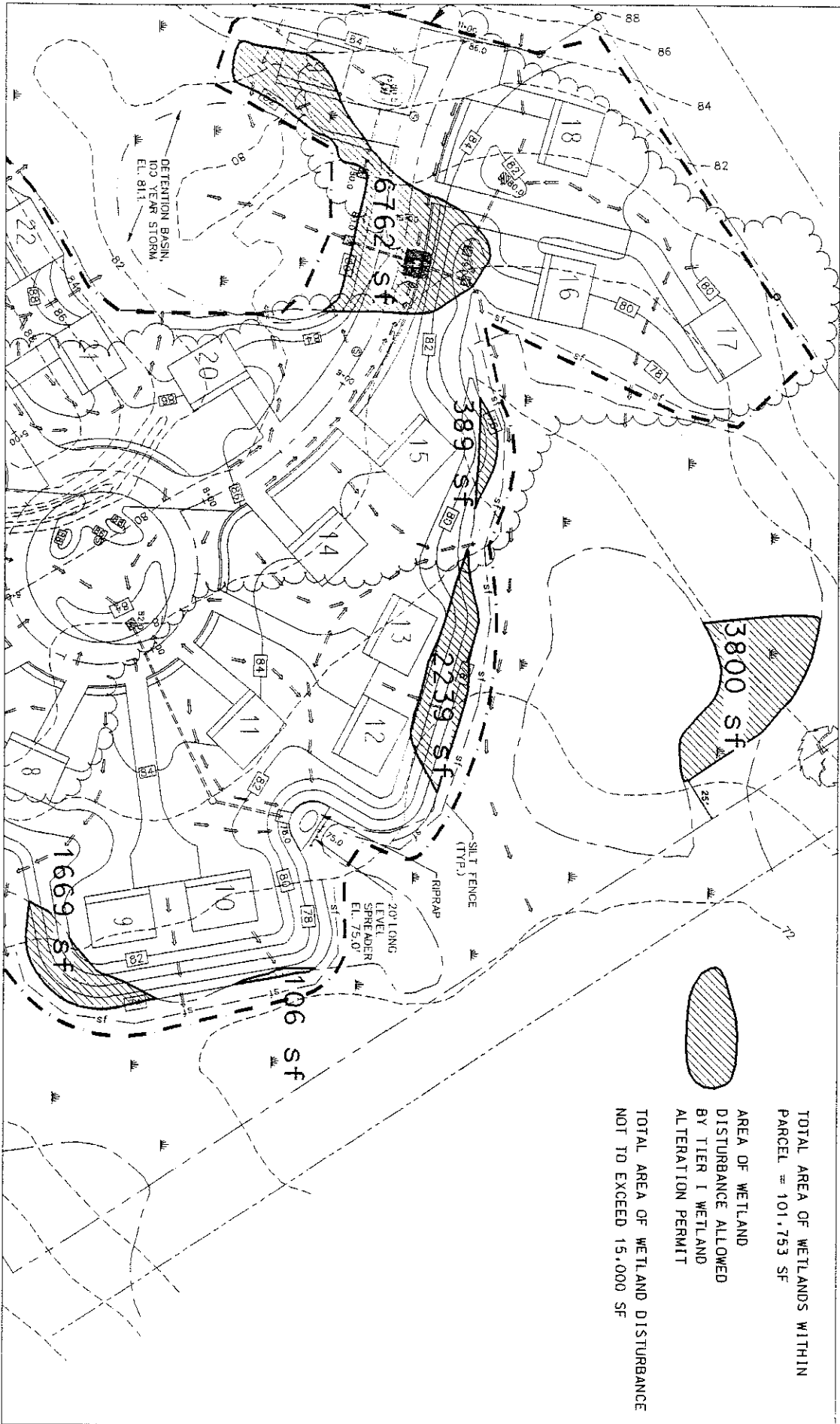
THIS IS THE REVISED LOT CONFIGURATION WHICH INCORPORATES
A NUMBER OF COMMENTS RECEIVED DURING OUR
MEETING AUGUST 8, 1996.

WE WILL SEE YOU @ THE WORKSHOP TUESDAY @ 3:30

Response requested:

P.O. Box 369 Tel. (207)892-2175
Windham, ME 04062-0369 Fax (207)892-3654

Paul
Paul W. Lawrence, President





MEMORANDUM

To: Richard Knowland **Subject:** 11" x 17" Site Plans
From: Paul Lawrence **Project:** Copley Woods
Date: June 21, 1996 **Project ID:** 96007

Please find attached the Site Plan and Traffic Flow Plans per your request. We have also attached a property expansion plan which should aid in any density discussions as well as a Topo Plan to provide graphic reference in any landscape and stormwater management discussions.

We look forward to the opportunity to receive additional input from the Planning Board to help us to move in directions that will be supported by the City. Call if you have any additional questions.

Paul



Paul W. Lawrence Consulting

RESIDENTIAL & COMMERCIAL DEVELOPMENT

April 22, 1996

Alex Yagerman
Richard Knowland
Planning Department
389 Congress Street
Portland, ME 04101

RE: Copley Woods Subdivision, (previously Apple Ledge II)

Dear Mr. Yagerman & Mr. Knowland:

We would like to take this opportunity to present Copley Woods Subdivision to the City's Planning Staff for comment and to secure a position on one of the May agendas to present the project before the Planning Board.

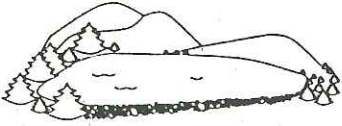
The following submission has been assembled to provide a brief history regarding the pertinent aspects of past events to the current proposal. This history section is then followed by a discussion of the issues as previously identified. Finally, the submission contains attachments for reference to the first two sections.

It is our intention that this meeting will provide us with the necessary direction required to complete a meaningful package for consideration by the Planning Board. We are prepared to provide the number of copies required by staff for the Planning Board by the end of the week, assuming no major revisions are required.

Thank you for your consideration of this matter, we look forward to working with the Planning Staff to make the project a desirable place for future residents to live.

Sincerely,

Paul W. Lawrence



Paul W. Lawrence Consulting

RESIDENTIAL & COMMERCIAL DEVELOPMENT

March 8, 1996

Alex Yagerman
Planning Department
389 Congress Street
Portland, ME 04101

RE: Copley Woods Subdivision, (previously Apple Ledge II)

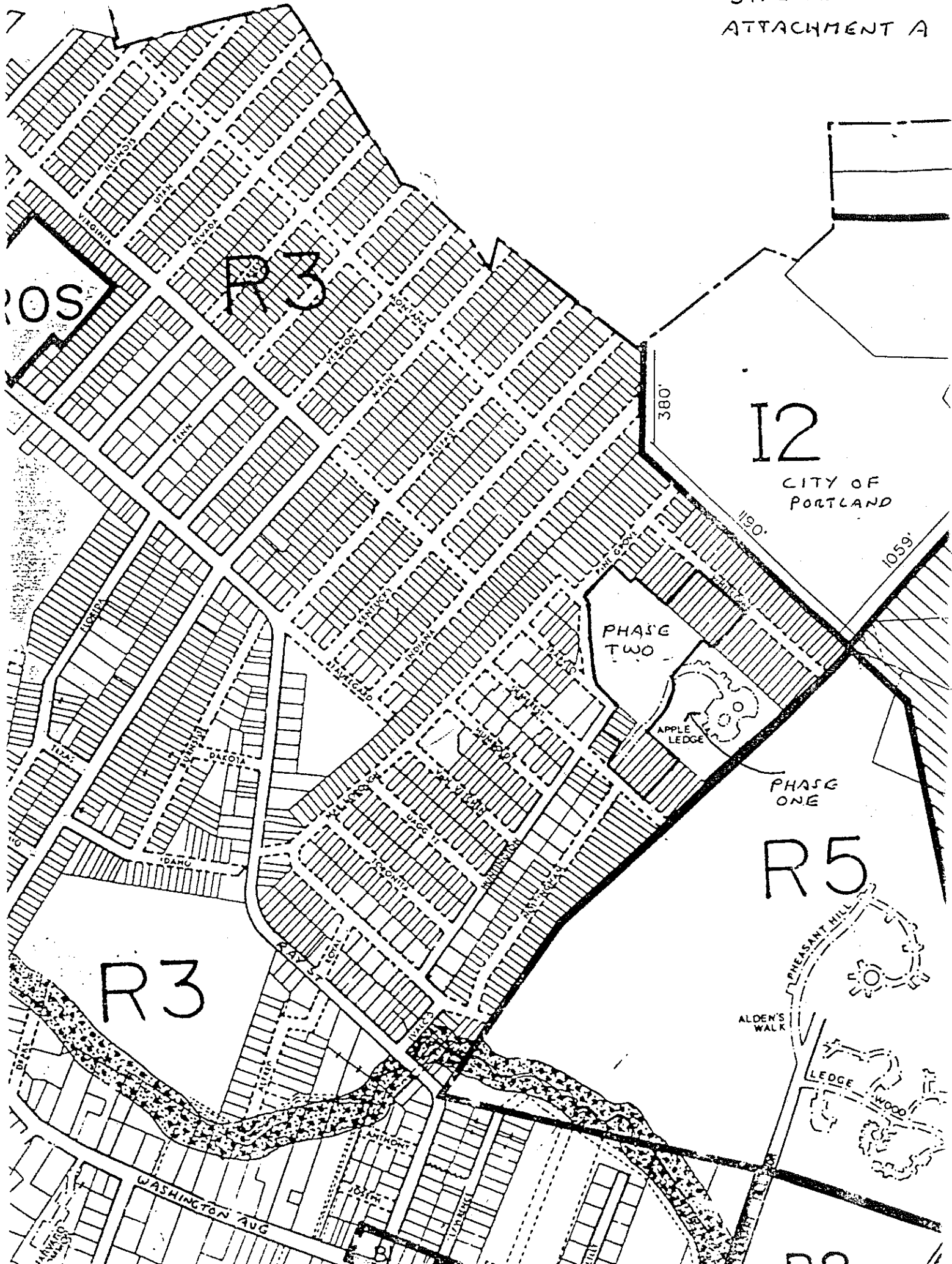
Dear Mr. Yagerman:

We are in the process of conducting additional site investigations as necessary to move this project forward to the next step in the review process. In an effort to address the most recent concerns expressed by city senior planner, Richard Knowland, we have conducted additional site reconnaissance and performed additional design efforts with regard to traffic, internal access, building placement, topography, surface drainage, PRUD design standards, trail access and open space configuration. We have purchased additional acreage abutting the project which will allow us to provide more suitable recreation space and still maintain the previously proposed 25' wide perimeter buffer. We believe that this newly-configured 27-lot single family subdivision plan will address site issues as identified and will be seen as a *good fit* into the existing neighborhood.

We are anticipating that we will have a new plan ready for consideration within the next few weeks. We would like to request that you place us on the next available Planning Board Agenda in April. We will be in touch soon to confirm your required submission contents, copies and timing. We look forward to the opportunity of working with the City's Planning Department and Planning Board to further refine our subdivision concept. Please feel free to offer any suggestions which you feel will contribute to our mutual goal of developing a final design which will optimize the "livability" of this project for future residents and fit into the existing neighborhood.

Sincerely,

Paul W. Lawrence



Know All Men by These Presents,



That KTO Builders, Inc. a corporation organized and existing under the Laws of the State of Maine with offices at Windham, Maine.

in consideration of the approval by the Portland Planning Board of the Copley Woods Subdivision

~~pedeoboy~~

the receipt whereof it does hereby acknowledge, does hereby ~~transfer, release,~~
bargain, sell and convey and forever quit-claim unto the ~~STATE~~ the City of
Portland, a municipal corporation organized and existing under the laws
of the State of Maine with offices at _____ Congress Street, Portland, Maine,
its successors ~~make~~ and assigns forever,

A PERMANENT EASEMENT in common with Grantor his successors and assigns,
over a certain lot or parcel of land located northeasterly of the terminus
of Huntington Avenue in the City of Portland, County of Cumberland and State
of Maine being more particularly described as follows:

That certain lot or parcel of land identified as "City Turnaround" on
a plan entitled Copley Woods Subdivision dated _____, 199__ and
recorded in the Cumberland County Registry of Deeds at Plan Book _____,
Page _____.

The purpose of this easement is to provide a turnaround for vehicles using Huntington Avenue, including City of Portland road maintenance, snow removal, public safety and other public service vehicles and for the public.

Said easement being over a portion of the premises conveyed to KTO Builders, Inc. by APEX, Inc. by Quit-claim Deed dated September 27, 1994 recorded at Cumberland County Registry of Deeds in Book 11657, Page 79.

We have and in hold the same, together with all the privileges and appurtenances thereunto belonging, to the said City of Portland

And it does covenant with the said Grantee, its successors ~~heres~~ and assigns, that it will Warrant and Warrant Defend the premises to it the said Grantee, its successors ~~heres~~ and assigns forever, against the lawful claims and demands of all persons claiming by, through or under the said KTO Builders, Inc.

In Witness Whereof. the said KTO Builders, Inc. has caused this instrument to be executed by its President, Tony Vance, duly authorized

~~next~~

~~with the said~~

~~joining in this deed as Grantor~~

~~and relinquishing and conveying rights in the above described premises~~

~~rights in the above described premises, have hereunto set~~

~~hand and seal~~ this day of

in the year of our Lord one thousand nine hundred and _____

Signed, Sealed and Delivered
in presence of

KTO Builders, Inc.

by:
Tony Vance, Its President

State of Missis. Cumberland us. 19 .

Personally appeared the above named Tony Vance in his said capacity and acknowledged the within instrument to be his free act and deed and the free act and deed of said Corporation,

~~and acknowledged~~

~~XXXXXX~~

~~XXXXXX~~

Before me,

Justice of the Peace
Notary Public

Know All Men by These Presents,

That KTO Builders, Inc. a corporation organized and existing under the Laws of the State of Maine with offices at Windham, Maine.

in consideration of the approval by the Portland Planning Board of the Copley Woods Subdivision

~~partly~~

the receipt whereof it does hereby acknowledge, does hereby ~~return~~, ~~release~~, bargain, sell and convey and forever quit-claim unto the said the City of Portland, a municipal corporation organized and existing under the laws of the State of Maine with offices at _____ Congress Street, Portland, Maine,

its successors ~~and~~ and assigns forever,

A PERMANENT EASEMENT in common with Grantor its successors and assigned, over a certain lot or parcel of land located in the City of Portland, County of Cumberland and State of Maine and being more particularly described as follows:

All that land lying between the boundaries of Lots 17, 18, 19, 24 and the common areas as shown on the plan entitled Copley Woods Subdivision recorded at Cumberland County Registry of Deeds in Plan Book _____, Page _____ and the center line of those unaccepted or so-called "Paper" Streets which abut said lots and common areas as shown on said plan.

The sole purpose of this easement is to provide a right of access in common with Grantor, its successors and assigns over a certain walkway or path leading from Huntington Avenue to other land of the City of Portland lying easterly of Grantors land.

This conveyance is subject to the following covenants and restrictions:

1. No motorized vehicles of any kind shall be allowed on said path or walkway.
2. No structures other than a gravel or dirt path no wider than 5 feet shall be constructed within said right of way.
3. No camping, picnicing or similar activities shall be allowed within said right of way.
4. No sign or other evidence of the location or existance of the path or walkway shall be erected.

Grantor's source of title is by operation of statute: 23 M.R.S.A. Section 3032 and 33 M.R.S.A. Section 460, Section 469-A.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said City of Portland,

Attachment B

Master - Apex Commercial
Draft: 7-30-92

PURCHASE AND SALE AGREEMENT

This document represents an agreement made on the Effective Date at the end of this document by and between APEX, INC. having a principal place of business in Portland, Maine, (hereinafter referred to as "Seller"), and KTO Builders/Ralph and Tony Vance of Windham, Maine (hereinafter referred to as "Buyer").

1. Property: Seller hereby agrees to sell and Buyer hereby agrees to buy the following real estate: Phase II, Apple Ledge, Portland, ME

being the same parcel conveyed to APEX, INC. by deed dated Dec 3, 1992 and recorded in Cumberland County Registry of Deeds in Book 10437, Page 0265 (hereinafter the "Property").

2. Closing: The closing shall take place on or before **, 19 provided that Buyer and Seller may agree in writing to extend the date for closing.

** Please refer to Amendment "A" item #1.

3. Purchase Price: Buyer hereby agrees to pay therefor the sum of Forty-five thousand + five hundred Dollars (\$ 45,500.00 ^{PMV JMS 12/20/93}) as follows: a deposit of 1,000.00 to be collected upon the acceptance of this offer Dollars (\$1,000.00)

JMS 12/20/93
12/14/93

("deposit") at the time of the execution of this Agreement which shall be held in escrow by Mark Stimson Associates, and is nonrefundable except as provided in paragraphs 4 and 5 below, and the balance at the time of the closing in cash, certified or bank cashiers check drawn on a Maine banking institution. Seller shall retain any and all interest on the deposit.

4. Contingencies: Buyer's obligations under this agreement are contingent upon:

a. Buyer conducting a building inspection, radon air and water test, sewage disposal system test, asbestos test, lead paint test and domestic water test (if private water supply), all paid for by Buyer, which reveal no significant defects. Should Buyer fail to conduct these inspections or tests and report any unsatisfactory result to Seller in writing within 14 days of the date of this Agreement, then this contingency will not be grounds for Buyer to terminate this Agreement.

b. Buyer receiving a commitment for financing for up to 70% of the purchase price, with Buyer's choice of one of two interest rates: a fixed interest rate of ~~8%~~ ^{7.5%} with monthly payments amortized over 25 years, for ~~3~~ ⁵ years, with interest adjusting to Bank of Boston Base Rate, plus 2%, for the next ~~3~~ ¹² years, and with a balloon payment of the entire unpaid balance due in 15 years; or Bank of Boston Base Rate plus ~~8~~ ⁰⁰ % for 5 years, with monthly payments amortized over 25 years, for 5 years, with interest adjusting to Bank of Boston Base Rate, plus 2%, for the next 10 years, with a balloon payment of entire balance due in 15 years. Buyer shall select which method of interest rate calculation it wants at least 7 days prior to closing. No points shall be paid by Buyer. The Buyer shall make a good faith effort to secure this financing, and shall apply for financing within 7 days of the Effective Date of this Agreement. Buyer may apply to Peoples Heritage Savings Bank ("PHSB") for financing, but PHSB shall have no obligation to provide such financing. Buyer should contact Karl Suchecki at PHSB Bank in Portland (761-8612) to apply for this financing. Buyer agrees to give personal guaranties to its Lender if required by its Lender. If Buyer applies to PHSB for financing, all borrowers and guarantors shall provide sworn financial statements and copies of federal income tax returns for the past three years. Buyer shall apply for the financing as described above and shall deliver a copy of the financing commitment to Seller within 30 days of this Agreement, or this Agreement shall be voidable by Seller. Should Buyer fail to deliver to Seller written notification of his inability to obtain financing within 30 days of this Agreement, then this contingency shall not be grounds for Buyer to terminate this Agreement.

6. Real Estate and Transfer Taxes and Other Closing Costs: Any and all unpaid real estate taxes, assessments and/or sewer user fees shall be prorated at closing. Maine transfer taxes shall be paid by both parties according to Maine law. All recording fees for all closing documents shall be paid by Seller. Seller will also pay the premium for a lender's title insurance policy, and Buyer will pay any additional premium for an owner's title policy, if requested. At closing, Seller shall also reimburse Buyer for up to \$400 towards Buyer's legal costs for a title search and/or document preparation. At closing, Buyer will pay any prepaid interest and/or escrows for real estate taxes and hazard insurance imposed by Buyer's lender.

7. Risk of Loss: The risk of loss or damage to the Property by fire or otherwise until the closing is assumed by Seller.

8. Possession: Buyer shall only be entitled to possession at closing. The Property may be occupied by third parties at the time of closing, and the Property is sold subject to any claims such third parties may have to continue in possession.

9. Disclaimer: No representations or warranties of any kind are made with respect to the Property, including, without limitation its condition or any use to which it may be put. Buyer acknowledges that the Property is being sold on an "AS IS", "WHERE IS", "WITH ALL DEFECTS" basis, and any and all warranties, express, implied or otherwise, including without limitation, the warranties of habitability, merchantability, marketability and fitness for any purpose, shall be and hereby are disclaimed. No representation or warranty is made as to the Property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law or hazardous waste. Seller and its agents and attorneys shall have no responsibility or liability for loss of use of the assets, loss of income, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury.

Buyer is not entitled to rely on any representations or warranties regarding the Property, and any such representations or warranties have not been authorized by Seller or its agents and attorneys. Seller takes no responsibility for and shall not be liable as a result of such representations or warranties.

10. Time: Time is an essential part of this Agreement.

11. Real Estate Broker: All parties to this Agreement represent that Mark Stimson Associates is Seller's listing real estate broker involved in this transaction, and that the sale is co-brokered by Mark Stimson Associates, the selling broker working with Buyer. Seller shall pay all real estate commissions, and no other real estate broker is due any commission on this transaction.

12. Seller's Default: If Seller is unwilling or unable to close pursuant to this contract, its sole obligation shall be to return the Buyer's deposit to Buyer. Buyer shall have no other claim for damages or any other equitable remedy.

13. Buyer's Default: If Buyer fails to close as agreed, then Seller shall, at its option, retain the Buyer's deposit as liquidated damages and/or pursue other damages available at law or equity, including reasonable attorney's fees.

14. Merger: This Agreement represents the entire contract between Buyer and Seller. No oral or other representations have been made by Seller or its agents to induce Buyer to sign this Agreement.

15. Buyer's Ownership: If Buyer finances with Peoples Heritage Savings Bank, Buyer agrees to take title in the name of a corporation, partnership or trust so that a mortgage foreclosure by the Power of Sale method (14 M.R.S.A. §6203-A et seq) shall be authorized.

15. Non-Assignment: Except as described in paragraph 15, Buyer shall not assign this Agreement without the written consent of Seller.

17. Miscellaneous: This instrument is to be construed under the laws of the State of Maine. This Agreement may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives.

18. Offer/Effective Date: The offer shall be valid until December 13, 1993 at 5 P.M. a.m./p.m., and in the event of Seller's non-acceptance, the deposit shall be promptly refunded to Buyer. The contract shall be effective when signed by both Seller and Buyer as described below.

IN WITNESS WHEREOF, Seller and Buyer have signed this Agreement in duplicate originals on the date written next to their names below.

WITNESS:

APEX, INC. - Seller

DATE

By: James M. Lawler 12/13, 1993

Its: OFFICER

Tony Vance - owner 12/10, 1993
- Buyer

- Buyer

Effective Date: 12/20, 1993

AMENDMENT "A"

AMENDMENT TO PURCHASE AND SALES CONTRACT DATED December 10, 1993---

BETWEEN KTO Builders / Ralph & Tony Vance, THE PURCHASERS,

AND APEX Inc., THE SELLERS.

This Amendment is an integral part of the above Contract.

1. This contract is contingent upon the City of Portland, Maine, accepting, in full, the proposed 21 Lot Subdivision being proposed by the purchaser within six months from the effective date of this contract. Should the city not accept said subdivision, earnest money shall be returned to purchaser, promptly.

2. This contract is contingent upon purchaser and "The Apple Ledge Home Owner's Association" agreeing to allow the purchaser to purchase the required land necessary to reconstruct a portion of the private right of way currently owned by the "Association". It is understood that it is the purchaser's intent to reconstruct said right of way to city specifications, acceptable to the city, and to be maintained and managed by the city. Should these negotiations prove not profitable for the full investment in the proposed 21 lot Subdivision, the earnest money shall be promptly returned to the purchaser, and this contract shall become null and void. THE PERFORMANCE OF THIS CONTINGENCY WILL OCCUR WITHIN 2 MONTHS OF EFFECTIVE DATE OF THIS CONTRACT. EARNEST MONEY TO BE RETURNED UPON NON-ACCEPTANCE.

Amv 12/20/93
12/10/93
12/10/93
12/10/93
12/10/93

3. This contract is contingent upon the purchaser reviewing and approving any and all environmental, State, Federal, Municipal, or any known or unknown related entity which governs or monitors the construction of a Subdivision in the city of Portland, Maine, within six months of the effective date of this contract. Should any governing entity enforce requirements which will preclude this subdivision a non-profitable subdivision, at the purchaser's decision, the earnest money shall be promptly returned to the purchaser and this contract shall become null and void.

4. This contract is contingent upon the purchaser's reviewing all site work expenses so that they fall in line with their expectations. Should these costs prove the subdivision a non-profitable venture, at the purchaser's decision, the earnest money shall be promptly returned to the purchaser and this contract shall become null and void. The time limit on this contingency will be one month from the effective date of this contract.

Four months
Amv 12/20/93
JMS 12/10/93

Tony Vance - OWNER 12/10/93
PURCHASER DATE

James M. Scovello 12/13/93
SELLER DATE

PURCHASER DATE

SELLER DATE

Michael Burt 12/10/93
WITNESS DATE

WITNESS DATE

ADDENDUM

ADDENDUM TO PURCHASE AND SALES CONTRACT WITH AN EFFECTIVE DATE OF 12-20-94
BETWEEN K T O Builders Inc., THE PURCHASERS,
AND Apex Inc.---, THE SELLERS.

This Addendum is an integral part of the above Contract.

1. It is hereby agreed to by both Purchasers and Sellers that the following contingencies be extended to September 30, 1994;

- a Item #2, Page #1.
- b Item #1, "Amendment A".
- c Item #3, "Amendment A".
- d Item #4, "Amendment A".

2. It is hereby agreed to by both purchaser and seller that purchaser shall make a \$5,000.00 non-refundable payment in cash or certified funds to seller on July 30, 1994. Said non-refundable payment shall be credited to the purchase price at closing.

3. In the event that seller does not close by September 30, 1994 purchaser shall have the option to extend the stated items in paragraph 1 herein and the closing to October 30, 1994 for a \$2,500.00 non-refundable payment in cash or certified funds to the seller. Said non-refundable payment shall be credited to the purchase price at closing.

PURCHASER DATE

Thomas J. Ranty 5-26-94

SELLER DATE
FOR APEX, INC.
Fts: Officer

PURCHASER DATE

SELLER DATE

WITNESS DATE

WITNESS DATE

ADDENDUM

ADDENDUM TO PURCHASE AND SALES CONTRACT WITH AN EFFECTIVE DATE OF 12-20-94

BETWEEN K T O Builders Inc., THE PURCHASERS,

AND Apex Inc., THE SELLERS.

This Addendum is an integral part of the above Contract.

It is hereby agreed to by both Purchasers and Sellers that the following contingencies be extended to September 30, 1994;

- a Item #2, Page #1.
- b Item #1, "Amendment A".
- c Item #3, "Amendment A".
- d Item #4, "Amendment A".

It is hereby agreed to by both purchaser and seller that purchaser shall make a \$5,000.00 non-refundable payment in cash or certified funds to seller on July 30, 1994. Said non-refundable payment shall be credited to the purchase price at closing.

In the event that seller does not close by September 30, 1994 purchaser shall have the option to extend the stated items in paragraph 1 herein and the closing to October 30, 1994 for a \$2,500.00 non-refundable payment in cash or certified funds to the seller. Said non-refundable payment shall be credited to the purchase price at closing.

X KTO Builders Tony Vance Pres 6/22/94 PURCHASER DATE

Thomas J. Runtz 5-26-94 SELLER DATE
 FOR APEX, INC.
 FTS: Officer

PURCHASER DATE

SELLER DATE

WITNESS DATE

WITNESS DATE

Attachment C

Mark Stimson Associates
CONTRACT FOR SALE OF REAL ESTATE

April 28 19 84

RECEIVED OF ANTHONY VANCE, whose mailing address is 588 Roosevelt Road, Wiscasset
hereinafter called "Purchaser," the sum of (\$ 502.00) Five hundred & no/cent as earnest money
and in part payment on account of the purchase price of the real estate at MAP 43 LOT 47-55 in the
town/city of PORTLAND, in the County of Cumberland, State of Maine, currently owned
by Frank & Louis Cavallaro, hereinafter called "Seller," described as follows:
29,000 sq. ft. LOT 8 with frontage on WHITCOMB AVE. AS CAN BE
seen on MAP 413 recorded in the CITY OF PORTLAND. Seller's deed to
be provided Seller upon acceptance of this contract.
(Title Reference: Book _____, Page _____, County Registry of Deeds)

1. FIXTURES: All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding: _____

2. PERSONAL PROPERTY: The following items of personal property are included in this sale: _____

3. PURCHASE PRICE: The total purchase price is (\$ 8,000.00) Eight thousand & no/cent dollars, with payment to be made as follows:

in earnest money with the balance to be paid in cash or certified funds at this closing. Earnest money to be paid upon full acceptance of this deed.
4. ACCEPTANCE: Seller's acceptance shall be given on or before April 28, 1984

5. EARNEST MONEY: Earnest money is received and held by Mark Stimson Associates, who shall act as escrow agent until transfer of title. In the event of Seller's non-acceptance, this earnest money shall be promptly returned to Purchaser.

6. CLOSING DATE: A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within June 25, 1984 days of Effective Date of this Contract.

7. POSSESSION/OCCUPANCY: Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by both Purchaser and Seller.

8. FINANCING: This Contract is subject to Purchaser obtaining a _____ loan of _____ % of the purchase price, at a fixed or an adjustable initial interest rate of not more than _____ % and amortized over a period of _____ years, Purchaser to pay not more than _____ points. If Purchaser is unable to obtain said loan, Purchaser may declare this Contract null and void and the earnest money shall be promptly returned to Purchaser.

a. Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within 7 days of Effective Date of this Contract. Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this Contract.

b. This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that Purchaser has made application and that, based upon the information given and subject to verification, is qualified for the loan requested, and (2) final loan approval within _____ days of Effective Date of this Contract.

If either of such loan approvals is not obtained within said time periods, Seller may declare this Contract null and void, and earnest money shall be promptly returned to Purchaser.

9. POINTS: Seller agrees to pay \$ 0 towards points and/or closing costs.

10. INSPECTIONS: This Contract is subject to the following inspections with results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	
a. General Building	_____	<input checked="" type="checkbox"/>	within _____ days from Effective Date
b. Sewage disposal	_____	<input checked="" type="checkbox"/>	within _____ days from Effective Date
c. Radon Air Quality	_____	<input checked="" type="checkbox"/>	within _____ days from Effective Date
d. Radon Water Quality	_____	<input checked="" type="checkbox"/>	within _____ days from Effective Date
e. Asbestos	_____	<input checked="" type="checkbox"/>	within _____ days from Effective Date
f. Lead Paint	_____	<input checked="" type="checkbox"/>	within _____ days from Effective Date
g. Other _____	_____	<input checked="" type="checkbox"/>	within _____ days from Effective Date

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory to Purchaser, Purchaser may, by notifying Seller in writing within the specified number of days, declare this Contract null and void and any earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. WATER TEST: If the water supply to the premises is private, Seller will provide, at Seller's expense, a New Water Supply test with "Satisfactory" results in accordance with the requirements of the State Bureau of Health and/or lending institution within _____ days of Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to Purchaser. If the results are unacceptable to Purchaser, Purchaser may, by notifying Seller in writing within 3 days after receiving the test results, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the water test results are unacceptable within the time period set forth above, this contingency shall be deemed to have been waived by Purchaser.

12. DISCLOSURE: Purchaser acknowledges receipt of Seller's written disclosures regarding:

Water source yes _____ no Sewage disposal yes _____ no
Insulation yes _____ no Hazardous waste yes _____ no

If any of the above items is marked "no," the information is not currently available and this Contract is subject to Purchaser receiving and approving that information within 5 days of Effective Date of this Contract.

AMV 4/28/84

PRORATIONS: The following items shall be pro-rated as of transfer of title: fuel oil; rent; association fees, and real estate taxes for the fiscal year. (Seller is responsible for any unpaid taxes for prior years). Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.

- 14. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record and shall be subject to applicable land use laws and regulations.
- 15. TITLE: Should the title prove defective, then Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, within such 30 days, the defect or defects are not corrected so that there is a marketable title, the Purchaser may, within 5 days thereafter, at Purchaser's option, declare this Contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.
- 16. RISK OF LOSS: The risk of loss or damage to the premises by fire or otherwise until transfer of title is assumed by Seller. Purchaser may do a walk-through inspection of the property within 48 hours prior to closing to ascertain that the premises are in substantially the same condition as of the date of this contract, reasonable wear and tear excepted.
- 17. DEFAULT: In the event of a default by Purchaser, Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. In the event of an asserted default, the escrow agent at its option may either (i) refuse to release the earnest money without a written release signed by both parties consenting to its disposition or (ii) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.
- 18. AGENCY DISCLOSURE: Unless Purchaser has hired an agent to represent Purchaser's interest in the transaction, Purchaser acknowledges having been informed that listing and selling agents represent the interest of Seller and have a duty to relay to Seller information material to the sale acquired from Purchaser or other sources. The following agency relationships are confirmed for this transaction. (Check and complete either A or B)
 - A. Listing Agency Mark Stinson and listing associate Mike Bunting represent Seller exclusively
Selling Agency Mark Stinson and selling associate Mike Bunting represent: Seller exclusively Purchaser exclusively
 - B. ~~Mark Stinson Associates is a Disclosed Dual Agent as described in the Disclosed Dual Agency Consent form attached.~~
- 19. HOME WARRANTY: Home is is not covered by a Home Warranty contract.
- 20. DISPUTE: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
- 21. WITHHOLDING: Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale proceeds unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.
- 22. HEIRS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
- 23. WRITTEN AGREEMENT: This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.
- 24. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents.

Addendum attached

THIS CONTRACT IS CONTINGENT UPON PURCHASER'S SUBDIVISION BEING APPROVED BY THE CITY OF PORTLAND ON OR BEFORE JUNE 25, 1984. IF PURCHASER'S SUBDIVISION HAS NOT BEEN APPROVED BY THEN SET FORTH IN THIS CONTRACT, SELLER CAN DECLARE THIS CONTRACT NULL & VOID.
A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged.
If not fully understood, consult an attorney.

I/We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.

Date 4/28/94 Purchaser Anthony M Vance Soc. Sec.# 005-74-6045

Date _____ Purchaser _____ Soc. Sec.# _____

I/We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated. I/We further agree to pay Broker for services according to the terms of the listing agreement. In the event earnest money is forfeited by Purchaser, one-half thereof shall be paid to Broker and the remainder to me/us, provided, however, that Broker's portion shall not exceed the full amount of the commission specified.

Date _____ Seller _____ Soc. Sec.# _____

Date _____ Seller _____ Soc. Sec.# _____

Effective Date _____
Throughout this Contract, the term "days" means calendar days

ADDENDUM

ADDENDUM TO PURCHASE AND SALES CONTRACT DATED April 28, 1994
BETWEEN ANTHONY VANCE, THE PURCHASERS,
AND FRANK & LOUIS CAVALLARO, THE SELLERS.

This Addendum is an integral part of the above Contract.

THIS CONTRACT IS SUBJECT TO THE FULL APPROVAL OF THE DEP, ARMY CORP OF ENGINEERS, NRPA, and any and all remaining ENVIRONMENTAL AUTHORITIES governing work related to purchaser's proposed subdivision, "Copley Woods".

All approvals must meet purchaser's full satisfaction on or before time set forth in this contingency.

Seller may at his option declare this contract null & void on 6/25/94. If purchaser has not notified seller of his dissatisfaction of these approvals on or before the time set forth in this contingency, this contingency shall be deemed to have been waived by purchaser.

PURCHASER DATE

SELLER DATE

PURCHASER DATE

SELLER DATE

WITNESS DATE

WITNESS DATE

314

1234

Know all Men by these Presents, That

I, SAMUEL CAVALLARO, otherwise known as Savino Cavallaro, otherwise known as Severino Cavallaro, of Portland, in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable consideration paid by FRANK CAVALLARO, of 347 Ocean Street, South Portland, in the County of Cumberland and State of Maine,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said FRANK CAVALLARO, his heirs and assigns forever.

One-half interest in common and undivided in and to thirteen certain lots or parcels of land situated on the westerly side of proposed Whitcomb Avenue in the City of Portland, County of Cumberland and State of Maine, being Lots No. 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570 and 571 as shown on Plan of Ray Gardens #2, made by A. L. Eliot, C. E., dated November 18, 1914 and recorded in Cumberland County Registry of Deeds in Plan Book 12, Page 98, to which plan reference is hereby made for a more particular description.

Together with the fee insofar as I have the right so to convey the same of all 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 of said lot owners to make any customary use of said streets and ways.

Being the same premises conveyed to me in common with Louis Cavallaro, now deceased, by Jacob W. Wilbur, Inc. by deed dated August 25, 1921 and recorded in said Registry of Deeds in Book 1080, Page 308.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said FRANK CAVALLARO, his heirs

and assigns to his and their use and behoof forever. And I do covenant with the said Grantee his heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances except as aforesaid, that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs and assigns shall and will warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

In Witness Whereof, I, the said SAMUEL CAVALLARO, being the Grantor herein, and JOSEPHINE CAVALLARO, wife of said SAMUEL CAVALLARO,

joining in this deed as Grantor, and relinquishing and conveying my rights by descent and all other rights in the above described premises, have hereunto set our hand and seal at this Twentieth day of December in the year of our Lord one thousand nine hundred and seventy-three.

Signed, Sealed and Delivered in presence of

Samuel Cavallaro
Josephine Cavallaro

State of Maine, Cumberland ss. December 20, 1973.
Personally appeared the above named SAMUEL CAVALLARO

and acknowledged the foregoing instrument to be his free act and deed.

Before me, *Donald L. P...* Notary Public, JUSTICE OF THE PEACE.

STATE OF MAINE, CUMBERLAND COUNTY, SS.

Received JAN 22 1974

REGISTRY OF DEEDS

at 2 o'clock 04 P.M., and recorded

BLACK, LAMBERT, COFFIN & RUDMAN

Attorneys at Law

477 Congress Street - 14th Floor

P.O. Box 15215

PORTLAND, MAINE 04112-5215

Telephone (207) 871-7033

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William R. Black
John F. Lambert, Jr.
Philip M. Coffin III
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Bruce B. Hochman
Gary D. Vogel
H. Peter Del Bianco, Jr.
Kim Anderson True
Jonathan T. Harris
Christopher H. Roney
Thomas V. Laprade
Sean T. Carnathan

October 10, 1995

Mr. Richard Knowland
Planning Department
City of Portland
389 Congress Street
Portland, ME 04101

RE: Copley Woods Development by KTO Builders, Inc.
Our File No. 3963-1

Dear Rick:

This office represents the Apple Ledge Condominium Association, which owns land adjacent to the proposed Copley Woods project. As you may recall, portions of the Copley Woods development include Phase II of the Apple Ledge project.


Because KTO Builders, Inc.'s proposal to develop Copley Woods differs from the approvals with respect to the development of Phase II of Apple Ledge, it has been necessary to reach an agreement between Apple Ledge and KTO Builders with respect to the utilization of any rights over and affecting the Apple Ledge properties.

I am pleased to report to you that Apple Ledge and KTO Builders have reached an agreement for the sale of a small parcel of real estate from the common areas of Apple Ledge to be conveyed to KTO Builders. Apple Ledge and KTO Builders have further agreed that Apple Ledge will not oppose the proposed Copley Woods development as we understand that it has been proposed, provided that the development conforms with the specific terms which Apple Ledge and KTO Builders have set forth in the purchase and sale agreement for the common lands. I have enclosed a copy of an excerpt of the agreement containing those specific terms for your review. If the proposal before the Planning Board conflicts with the terms enclosed, which I doubt, Apple Ledge would not so consent and I would appreciate hearing from you in this event.

Mr. Richard Knowland
October 10, 1995
Page 2

Please feel free to contact me if you have any questions concerning this matter.

Very truly yours,


Gary D. Vogel /STH

GDV/mls

Enclosure

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (hereinafter "Contract") is made this ____ day of April, 1995 between **APPLE LEDGE CONDOMINIUM ASSOCIATION** (hereinafter "Seller") of Portland, Cumberland County, Maine and **KTO BUILDERS, INC.** (hereinafter "Buyer") of Windham, Cumberland County, Maine. In consideration of the mutual promises of the Seller and Buyer, set forth herein, Seller and Buyer agree as follows:

1. PREMISES.

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate, viz: A certain lot or parcel of land situated in Portland, Maine, located Northerly of the Apple Ledge Access Road, tentatively delineated on attached Appendix A (hereinafter "Property"), the precise boundaries of which parcel shall be determined by survey, the cost of which shall be paid by Buyer. Seller will retain a permanent easement over the parcel herein conveyed granting Seller the right and obligation to maintain the premises as they are currently, including mowing the grass and maintaining existing lights, but providing that no active recreational activities shall be conducted on the parcel.

2. PURCHASE PRICE.

(a) Buyer shall tender upon the signing of this Contract, the sum of **Five Thousand and 00/100 (\$5,000.00) Dollars** as earnest money which shall be non-refundable to Buyer, except in the case of Seller's default or if the Portland Planning Board, Department of Environmental Protection, or Army Corp of Engineers fails to approve Buyer's development plans for the Copley Woods Project, then Buyer shall receive a refund of the \$5,000.00 less any accrued legal fees due to Seller pursuant to Section 4(b) of this Contract. At the closing, said earnest money shall be credited in full against the purchase price of **Fifteen Thousand and 00/100 (\$15,000.00) Dollars**.

(b) At the closing, the balance of the purchase price, **Ten Thousand and 00/100 (\$10,000.00) Dollars**, shall be paid by certified check or treasurer's check.

3. SPECIFIC TERMS.

(a) At the closing contemplated hereby, Buyer and Seller will execute an agreement in recordable form whereby Buyer will release its rights to use of the Apple Ledge Access Road except for use as an emergency vehicle access with a locked gate at the property line which Buyer agrees to install and maintain at Buyers expense and Sellers will acknowledge Buyer's right in

conjunction with its development and for the benefit of its Copley Woods project to use of the surface water drainage and detention basin facilities located on Seller's property as such facilities currently exist, but not to enlarge or expand said facilities, as provided in the Second Amendment to Declaration of Apple Ledge Condominiums dated December 2, 1992, Section 4.3 (copy attached). Buyer agrees that all non-emergency vehicular access and all utility services except surface water drainage will be provided to the Copley Woods project through Huntington Avenue or other public street and not through Apple Ledge property. Buyer's use of the said drainage facilities shall be limited to surface water drainage emanating from Phase II of the original Apple Ledge Condominium project. Buyer further agrees at Buyer's sole expense, to create, to construct, and to finish a substitute parking area to accommodate the two or three lost spaces as a result of the emergency road access gate. These new spaces will be in the immediate area of the existing parking. The exact location is to be as designated by Apple Ledge Owner's Association.

(b) At the closing contemplated hereby, Buyer and Seller will enter into an agreement by which they will form a Committee to oversee the regulation, repair, maintenance and replacement of the aforesaid surface water drainage facilities upon the Apple Ledge property and a certain detention basin located on Seller's property and the costs thereof. Such agreement will include inter alia that:

(i) The Committee will consist of five (5) members, two (2) from Seller's Board of Directs, two (2) from the Board of Directors of the Homeowners Association to be formed by Buyer and the fifth (5th) member alternating between a member of each of the said Boards. This Committee shall meet at the request of either homeowner's association.

(ii) The Committee shall have the authority to assess each Association its pro-rata share of the costs of the Committee to fulfill its duties;

(iii) The aforesaid assessments shall be apportioned pro-rata between the two Associations in accordance with their pro-rata share of the total number of completed residential units, but in no case shall an Association be deemed to have less than one (1) unit; and

(iv) The Associations will agree to pay such assessments.

(v) The Buyer and its successors and assigns, including, without limitation, the Copley Woods Condominium Association, will take all reasonable steps necessary to

ATTACHMENT A

Pages 10-15
Section 4.3 in page page 13

10/13/92

SECOND AMENDMENT TO DECLARATION

OF

APPLE LEDGE CONDOMINIUM

AND

GRANT OF RIGHTS RESPECTING PHASE IA AND

DEVELOPMENT RIGHTS RESPECTING PHASE II

This Second Amendment to Apple Ledge Condominium made as of the 24 day of December, 1992 by the owners of units at Apple Ledge Condominium (the "Condominium") identified on the signature pages of this instrument constituting 100% of all of the unit owners of the Condominium (the "Unit Owners"), Apex, Inc., a Maine corporation ("Apex"), in its capacity as the owner of four (4) units in the Condominium and as the owner and holder of certain rights concerning the development of additional units on, or withdrawal of, a certain portion of the land submitted to the Condominium, and the Apple Ledge Condominium Association (the "Association") which is the association of the Unit Owners of the Condominium.

R E C I T A L S

The Condominium was created by submission of land in Portland, Cumberland County, Maine, more particularly described on Schedule A attached hereto (the "Land") to the provisions of Chapter 31, Title 33 of Maine Revised Statutes Annotated (the "Condominium Act" or "Act") by Apple Ledge Associates ("Declarant") under and pursuant to the Declaration of Apple Ledge Condominium dated April

27, 1987, recorded with Cumberland County Registry of Deeds on July 9, 1987 in Book 7866, Page 91 (the "Declaration") and plats and plans and schedules recorded therewith. The Land is shown on the plan recorded herewith entitled "Apple Ledge, Portland, Maine", prepared by DeLuca Associates, Inc., dated October 17, 1986, amended February 1, 1990, and also identified thereon as "Amended Recording Plat" and is hereinafter referred to as the "Amended Plat".

The Declaration was amended by First Amendment to Apple Ledge Condominium Declarations dated December 20, 1988, recorded at said Registry of Deeds in Book 8608, Page 243 (the "First Amendment").

The Declaration created 18 units (the "Units") and, under the provisions of Article 4 thereof, reserved to the Declarant the right to create an additional Twenty-five (25) units within a portion of the Land referred to in the Declaration as the "Development Area," and also reserved the right to withdraw the Development Area from the Condominium. Such rights to create an additional twenty-five (25) units and to withdraw the Development Area from the Condominium, as more specifically described below and amended by this instrument, are hereinafter referred to collectively as the "Development Rights".

Only 14 of the original 18 Units have been fully constructed, being the Units now known as and numbered 1A, 1B, 2A, 2B, 5A, 5B, 5C, 6A, 6B, 7A, 7B, 18A, 18B and 18C, and shown on the Amended Plat as "Phase I". The unbuilt Units are now known as and numbered 3A, 3B, 4A and 4B, and are shown on the Amended Plat as "Phase IA".

Apex has succeeded to the interests of the Declarant in the Condominium, including the Development Rights and ownership of the four unbuilt units, by virtue of a mortgage by Declarant to Peoples Heritage Savings Bank ("Bank") dated January 25, 1987, recorded with said Registry of Deeds in Book 7844, Page 84, and by foreclosure deed of the Bank to Apex dated _____, recorded with said Registry of Deeds in Book _____, Page _____ (the "Foreclosure Deed"). Apex joined in the Foreclosure Deed for the purpose of declaring, pursuant to Section 1603-104(4) of the Act, that Apex holds the Development Rights solely for transfer to another.

Apex will, by deed of even date herewith and to be delivered and recorded after the recording of this instrument, convey Units 3A, 3B, 4A and 4B to the Association.

The Unit Owners, Apex and the Association desire to further amend the Declaration, and to grant, convey and confirm unto Apex the Development Rights, and to grant unto the Association certain rights respecting Phase IA, all subject to and in accordance with the terms of this instrument.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Unit Owners, Apex and the Association hereby acknowledge, confirm, grant, covenant and agree as follows:

A. Phase IA

The Units comprising Phase IA on the Amended Plat are Units 3A, 3B, 4A and 4B and are hereinafter referred to as the "Phase IA Units". The parties agree as follows with respect to the Phase IA Units:

1. The Unit Owners, including the Association as the owner of the Phase IA Units, and Apex, for itself and its successors and assigns, as the holder of the Development Rights respecting Phase II, acknowledge and agree that the owners of the fourteen (14) original, fully constructed Units shown on the Amended Plat as Phase I (the "Phase I Units") shall have the right, and such right is hereby granted to the owners of the Phase I Units, to withdraw the Phase IA Units from the Condominium and convert the land upon which they were to be constructed, and any improvements thereon, to common elements of the Condominium, or create, with respect to such land and improvements, limited common elements for the benefit of such Phase I Unit or Units as the owners of the Phase I Units may designate, all pursuant to Article 4A of the Declaration, as amended in C, 7 below.

2. If the right and option granted to the Phase I Unit owners under 1 above is exercised, the Association and Apex, its successors and assigns (including the owners of Units which may be constructed on Phase II if the Development Rights provided in clause (i) of Section 4.1 of the Declaration, as amended by later provisions of this instrument, is exercised) shall cooperate with the Phase I Unit owners and join in and/or consent to such

amendment and any other instruments or actions required under the Act or by any governmental body, agency or authority, as may be appropriate to accomplish the purpose for which such right was exercised, but such cooperation shall not require the expenditure of any funds on the part of the Association or Apex or their successors and assigns. If the Association, Apex or any of their successors or assigns shall fail or refuse to so cooperate or join in or consent to such amendment, other instrument or action, then the Phase I Unit owners are hereby appointed as such failing party's attorney-in-fact, coupled with an interest, to take such action on behalf of such failing party.

B. Development Rights

1. The parties hereto acknowledge and agree as follows:

(a) Apex holds the special declarant rights (as defined in Section 1601-103(25) of the Act) reserved in the Declaration, including the Development Rights, solely for transfer to another under and pursuant to the provisions of Section 1603-104(4) of the Act.

(b) The Development Rights as originally set forth in Article 4 of the Declaration were reserved to the Declarant for seven (7) years from the date of recording the Declaration.

(c) The Units and other improvements shown within the Development Area on the Plats and Plans recorded with the Declaration need not be built, and the Amended Plat, recorded herewith and added to the Plats and Plans of the Condominium

under C.1. below, identify the Units and other improvements within Phase II as "Need Not Be Built".

2. The Unit Owners hereby Grant, Convey, Confirm and Release unto Apex, its successors and assigns, the Development Rights as originally reserved in Article 4 of the Declaration and as amended in C below, and further acknowledge and agree that their respective undivided interests in the land shown on the Amended Plat as Phase II are held subject to the right of Apex, its successors and assigns, (x) to add up to twenty-five (25) additional units pursuant to clause (i) of Article 4 of the Declaration as amended in C, 6 below, and (y) to withdraw Phase II from the Condominium pursuant to clause (ii) of Article 4 of the Declaration, as amended in C, 6 below (the "Withdrawal Right"). If the Withdrawal Right is exercised by the recording of a further amendment pursuant to Article 6 of the Declaration, as so amended, the Unit Owners, for themselves and their respective heirs, legal representatives, successors and assigns, do hereby acknowledge and agree that such exercise of the Withdrawal Right shall operate to divest the Unit Owners, and all parties claiming by, through or under them, of and from all right, title and interest they may have or have had in all and any portion of Phase II without the need of any further instrument of grant, release or confirmation.

3. The Association, in its capacity as the Association of the Unit Owners of the Condominium, and in its capacity as the owner of the Phase IA Units, and each of the other Unit Owners shall cooperate with Apex, its successors and assigns, and will

join in and/or consent to all such instruments or actions required under the Act or by any governmental body, agency or authority, to accomplish the purpose for which the Development Rights provided under clause (i) or clause (ii) of Article 4 of the Declaration, as amended in C, 6 below, were exercised, but such cooperation shall not require the expenditure of any funds on the part of the Association or any such Unit Owner. If the Association or any such Unit Owner shall fail or refuse to so cooperate or join in or consent to such instrument or action, then Apex, its successors and assigns are hereby appointed as such failing party's attorney-in-fact, coupled with an interest, to take such action on behalf of such failing party. Notwithstanding the foregoing, such cooperation shall not prevent the Unit Owners from commenting on, proposing changes to, and objecting to any governmental approval in the event Apex or its successors and assigns propose to develop all or any part of Phase II other than as detached single family dwelling units or townhouse dwelling units.

C. Amendments to Declaration

The Declaration, as previously amended by the First Amendment, is hereby further amended as follows:

1. The plan recorded herewith entitled "Apple Ledge, Portland, Maine", prepared by DeLuca Associates, Inc., dated October 17, 1986, amended February 1, 1990, and also identified thereon as "Amended Recording Plat" and is hereinafter referred to as the "Amended Plat", is added to and constitutes a part of the Plats and Plans of the Condominium.

2. Schedule B, as attached to the original recorded Declaration, and as may have been amended by the First Amendment, is hereby deleted in its entirety and Amended Schedule B attached hereto is substituted therefor. Amended Schedule B lists the identifying number, Common Element Interest, Common Expense Liability and Vote for each of the eighteen (18) units of the Condominium.

Schedule E, as attached to the original recorded Declaration, is hereby deleted in its entirety and Amended Schedule E attached hereto is substituted therefor.

3. In Section 1.3 of the Declaration, the name of the Condominium is hereby changed to "Apple Ledge Condominium."

4. The last sentence of Section 2.2 of the Declaration is deleted and the following substituted therefor:

"In the event the Development Rights provided in clause (1) of Subsection 4.1 of this Declaration are exercised, the Common Element Interest and Common Expense Liability of each Unit shall be recalculated so that each Unit, including the Units added as a result of the exercise of such Development Rights, shall have an equal Common Element Interest and Common Expense Liability. In the event of the addition of Units pursuant to such exercise of the Development Rights provided in Clause (1) of Subsection 4.1 of this Declaration, each Unit, including the Unit or Units so added by such exercise, shall be entitled to one (1) vote in the Association."

Plat"), as Phase II ("Phase II"), and to create and construct limited common elements appurtenant to such additional twenty-five (25) units which shall be similar in type and size to the limited common elements appurtenant to the original fourteen (14) units of the Condominium, and also reserves the right to create and construct in Phase II such additional common elements as Declarant, in its sole discretion, deems to be useful to, and in accordance with, the design of the Condominium as a whole; and

(ii) the right to withdraw from the Condominium all or any part of the land shown on the Amended Plat as Phase II and as more particularly described in Amended Schedule E hereto.

The exercise of the Development Rights provided under 4.1 (i) and (ii) above shall be evidenced by the recordation of an amendment to this Declaration in accordance with and governed by the provisions of the Act, including without limitation, Section 1602-110 of the Act.

The Development Rights provided in 4.1 (i) and (ii) above may be exercised with respect to different parcels of real estate at different times. No assurances are hereby made with respect to the order in which the parcels of real estate subject to the Development Rights provided in 4.1 (i) and (ii) above will be subjected to

the exercise of such Development Rights. If such Development Rights are exercised in any portion of the real estate subject to such Development Rights, such Development Rights need not be exercised in all or any other portion of the remainder of such real estate.

The Development Rights provided under 4.1 (i) and (ii) above must be exercised, if at all, within six (6) years after the date of recording of this Second Amendment to Declaration of Apple Ledge Condominium."

"4.2 Additional Units. In the event additional Units are added to the Condominium by the exercise of the Development Rights provided in 4.1 (i) above, the following provisions shall be applicable with respect to such additional Units:

(a) No Common Expense Liability shall arise with respect to each such additional Unit, whether or not this Declaration has been amended to add such Unit, until the earlier of the passage of five (5) months after the pouring of the foundation for such Unit, or the issuance of a Certificate of Occupancy for such Unit; provided, however, that there shall be contributed to the working capital reserve of the Condominium an amount equal to two months Common Expenses for such Unit at or prior to the pouring of the foundation for such Unit.

(b) No such additional Unit shall be considered as a Unit of the Condominium, and it shall have no vote in

the Association unless and until an amendment to this Declaration, pursuant to 4.1 above, adding such Unit has been duly recorded and Common Expenses are payable on a regular basis with respect to such Unit.

(c) The Declarant or its contractor shall provide a performance bond or other form of guaranty for the benefit of the Association for the full cost of construction of road work and utilities serving such additional Units, unless otherwise agreed in writing by the Association.

(d) All exterior construction shall be performed between the hours of 7:00 a.m. and 7:00 p.m., and shall not be performed on Sundays, or on Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, or Christmas, unless the contractor receives prior written authorization from the Association. There shall be no limitations placed upon the times or days during which interior construction may be performed.

(e) The Declarant shall be responsible for the repair of damage to existing Units or the common elements of the Condominium caused by construction activities in the course of development of the additional Units and the roads and utilities serving the same.

(f) The additional Units shall be constructed in the approximate locations as shown on the Amended Plat. The Declarant also reserves to itself and for the benefit

of its successors and assigns the right to complete all improvements shown on the Amended Plat and the plans recorded with the Declaration. Any improvements constructed pursuant to the exercise of the Development Rights provided in 4.1 (i) above shall be consistent with existing improvements in terms of quality of construction.

(g) The parties agree that the Association and the Unit Owners have no adequate remedy at law in the event of a violation of the provisions of 4.2(d) above and equitable relief may issue to restrain any such violation."

"4.3 Withdrawal of Phase II. In the event Phase II is withdrawn from the Condominium by the exercise of the Development Rights provided in 4.1(ii) above, the following provisions shall be applicable:

(a) The Phase II land shall be restricted to use for residential purposes only, and no mobile homes or trailers shall be permitted even if used for residential purposes.

(b) An easement is hereby granted by the Unit Owners and the Association for the benefit of the Phase II land, in common with the Unit Owners, for the use of the existing access road, surface water drainage facilities and utilities for all purposes for which roads, drainage facilities and utilities are used in the

City of Portland. The existing drainage facilities are shown on the Amended Plat and the access road is shown thereon as extending northeasterly and northerly from Demerest Street to the Phase II land. The owner or owners of dwelling units constructed on the Phase II land shall be obligated to pay their proportionate share of the reasonable costs of maintenance, repair and replacement of such access road, drainage facilities and utilities. The share of such costs allocated to Phase II shall be determined by multiplying such costs by a fraction, the numerator of which is the number of dwelling units constructed within Phase II and the denominator of which shall be the total of the dwelling units constructed on Phase II and the Units of the Condominium. The balance of such costs shall be allocated to the Condominium as part of the Common Expenses. There shall be no obligation on the part of the owner or owners of dwelling units on Phase II to pay any share of the costs of maintenance, repair and replacement of such access road, drainage facilities and utilities unless and until such access road and utilities are actually used to serve the dwelling units on Phase II.

(c) The owner or owners of dwelling units on Phase II (or the owner of the Phase II land before any dwelling units are constructed thereon) shall have the right to

improve such existing access road (and utilities therein or associated therewith) to the standards for acceptance of subdivision roads as public roads in the City of Portland. Such Phase II owner or owners, if the access road and utilities are so improved to City of Portland standards, may apply for acceptance of the road as a public street, and, if so accepted, the access road and associated utilities shall be deeded to the City of Portland by the Unit Owners and the Phase II owner or owners."

6. Article 4A is hereby added to the Declaration immediately following Article 4, as follows:

Article 4A

Phase IA Withdrawal Right

"4A.1. Right to Withdraw Phase IA Units. The Units comprising Phase IA on the Amended Plat are Units 3A, 3B, 4A and 4B and are hereinafter referred to as the "Phase IA Units". The owners of the fourteen (14) original, fully constructed Units shown on the Amended Plat as Phase I (the "Phase I Units") shall have the right and option to withdraw the Phase IA Units from the Condominium and convert the land upon which they were to be constructed, and any improvements thereon, to common elements of the Condominium, or create with respect to such land and improvements, limited common elements for the benefit of such Phase I Unit or Units as the owners

of the Phase I Units may designate. Such right and option on the part of the owners of the Phase I Units is hereinafter referred to as the "Phase IA Withdrawal Right".

4A.2. Exercise of Phase IA Withdrawal Right. The Phase IA Withdrawal Right may be exercised at any time by a majority vote of the Phase I Unit Owners and the recording of an amendment to this Declaration and the recorded Plat of the Condominium, if necessary."

This instrument shall take effect as a sealed instrument and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

There being numerous parties to this instrument, multiple counterparts may be circulated for signature, and the collection of such counterparts which together include original signatures of all parties shall constitute one complete original instrument.

WITNESS the execution hereof as of the day and year first above written.

Apple Ledge Condominium Association

[Signature]
Witness

By: [Signature] Pres.
Print Name: _____ Title

[Signature]
Witness

By: [Signature] V-Pres
Print Name: _____ Title

Catherine Williams
Witness

Apex, Inc.
By: [Signature] Title V-P
Print Name: David P. Welford Title


16 Owner of Units 3A, 3B, 4A, 4B

STATE OF MAINE
Cumberland, ss.

December 2, 1992

Personally appeared before me Michael R. Burtwig
and Robert Deis, the Vice President
and Secretary of Apple Ledge Condominium Association
and acknowledged the foregoing to be the free act and deed of Apple
Ledge Condominium Association.

Before me


Notary Public/Attorney at Law

Typed or Printed Name: James F. Cloutier

My Commission Expires: NA

STATE OF MAINE
Cumberland, ss.

December 2, 1992

Personally appeared the above-named Dana B. Wedge
in his capacity as Vice President of Apex, Inc. and
acknowledged the foregoing instrument to be his free act and deed
and the free act and deed of Apex, Inc..

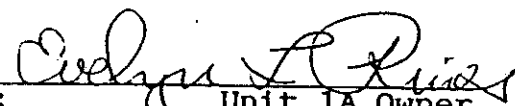
Before me,

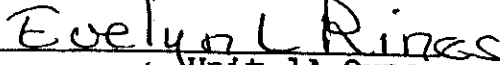

Notary Public/Attorney At Law


Typed or Printed Name:


Robert C. Santowanna


My Commission Expires:

Signature: 
Print Name: Evelyn L. Rines Unit 1A Owner

Signature: 
Print Name: Evelyn L. Rines Unit 1A Owner

Signature: 
Print Name: Barbara Watson Unit 1B Owner

Signature: 
Print Name: BARBARA WATSON Unit 1B Owner

Signature: 
Print Name: JAMES P. LUSK Unit 2A Owner

John Lusk

Signature: _____
Print Name: _____ Unit 2A Owner

Signature: [Signature]
Print Name: James P. Lester Unit 2B Owner
Sole owner

Signature: _____
Print Name: _____ Unit 2B Owner

Signature: [Signature]
Print Name: Robert Deis Unit 5A Owner

Signature: [Signature]
Print Name: Barbara Jo Deis Unit 5A Owner

Signature: [Signature]
Print Name: Dennis MacDonald Unit 5B Owner

Signature: [Signature]
Print Name: Ann C. MacDonald Unit 5B Owner

Signature: [Signature]
Print Name: Donald M. Maryett Unit 5C Owner

[Signature]
Elizabeth Maryett

Signature: [Signature]
Print Name: Gail Citron Unit 6A Owner

Signature: [Signature]
Print Name: Sole owner Unit 6A Owner

Signature: [Signature]
Print Name: Nancy A. Roy Unit 6B Owner

Signature: [Signature]
Print Name: Sole Owner Unit 6B Owner

Signature: [Signature]
Print Name: Michael R. Bentley Unit 7A Owner

Signature: [Signature]
Print Name: Sole owner Unit 7A Owner

Signature: [Signature]
Print Name: Dolores Montecario Unit 7B Owner

Signature: _____
Print Name: _____ Unit 7B Owner

Signature: _____
Print Name: _____ Unit 18A Owner

Signature: _____
Print Name: _____ Unit 18A Owner

Signature: Theresa Purkington Freeman
Print Name: Sde owner Unit 18B Owner Theresa Purkington Freeman

Signature: _____
Print Name: _____ Unit 18B Owner

Signature: Robert R. Lynch
Print Name: Robert R. Lynch Unit 18C Owner

Signature: Burton Alynch
Print Name: Burton Alynch Unit 18C Owner

STATE OF MAINE
Cumberland, ss.

December 2, 1992

Personally appeared Michael R. Bunting and Robert De's, the owners of Unit _____ and acknowledged the foregoing instrument to be their free act and deed.

Before me,

James F. Cloutier
Notary Public/Attorney at Law

Typed or Printed Name: James F. Cloutier

My Commission Expires:

AMENDED SCHEDULE B

<u>UNIT NO.</u>	<u>COMMON ELEMENT INTEREST COMMON EXPENSE LIABILITY</u>	<u>VOTE</u>
1A	5.555%	1
1B	5.555%	1
2A	5.555%	1
2B	5.555%	1
3A	5.555%	1
3B	5.555%	1
4A	5.555%	1
4B	5.555%	1
5A	5.555%	1
5B	5.555%	1
5C	5.555%	1
6A	5.555%	1
6B	5.555%	1
7A	5.555%	1
7B	5.555%	1
18A	5.555%	1
18B	5.555%	1
18C	5.555%	1

HUNTINGTON AVENUE AND SURROUNDING AREA CONCERNED CITIZENS

TO: Chair Hagge and Portland Planning Board Members

RE: Copley Woods Building Proposal

It has been brought to our attention that the meeting, regarding the above mentioned project, to be held this evening is a non-citizen participation meeting. In order to help you understand some of our concerns we are drafting this quick informational letter. You will notice that only a few are signing this but it is only in order for it to get to you quickly. you will see more at the open meeting , so please do not take this lack of signatures as lack of interest.

1. The added traffic to this area is way out of line as we already have a **very high traffic load and only one way out**. There already **One Hundred eighty-four (184) vehicles** used by the people who already live here. This does not include the houses that are unoccupied and the possibility of houses being built on Nottingham Street. This count does include vehicles in Appleledge but since there are Thirty (30) mailboxes and the possibility of some vacancies, this may be incorrect there.
2. There are **ninety-eight (98) children** in the area of Huntington Avenue and surrounding streets. This figure does not include Appleledge and any children that may move into unoccupied houses. This figure does include **three (3) daycare facilities** that may not be up to capacity. The children must stand at the corner of each street in order to be picked up by the school bus. There are **two (2) busses in the morning, noon and again in the afternoon** used to pick up and deliver all of the children. There are **no sidewalks**. The busses make the loop up and around Demerest Street and back down. The houses are very close and some of the streets aren't even paved so the children play in the streets very often. There are many very small children that are not even school age that play in their yards but "What If? "
3. This should probably should have been first, there is only one way out of this entire area as it is now. If there was an emergency evacuation need, we couldn't get out of there ourselves. It may take as **Twenty (20) minutes** to get out of Ray Street on to Washington Avenue as it is. It may take four to five light changes to reach Washington Avenue when traffic is leaving for work and is just as difficult getting back from Washington Avenue to Ray Street coming down Washington Avenue. It is not any easier if we took a right up Ray Street because the same cluster of houses are in that area trying to get out. It is surprising that the fire department hasn't lodged a safety issue memo for the area as it now.

We realize that problems with Wetlands, Protected Wildlife, and Ladyslippers (that now command a fine of Fifty Dollars (\$50.00) are a pain for builders. It is not our intent to block persons from making money . It is our intent, however , to ask that Human life come first and that a plan using the emergency exit as the main entrance or connect through the Pinegrove existing road or even through Marlborough extension ,up back, to Allen Avenue. There are many more family dwellings with many more people being effected down here then will be from the

3 Orchard Circle
Westbrook, Me. 04092
797-8229
Aug. 7, 1996

Joseph E. Gray, Jr.
City Hall
Portland

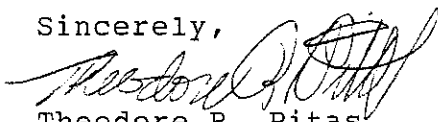
Mr. Gray:

I have two comments concerning the KTO subdivision off Huntington Ave.

1) Drainage from the site should be routed through storm drains as opposed to across my land on Marlborough Rd. (405-L-4 to 13).

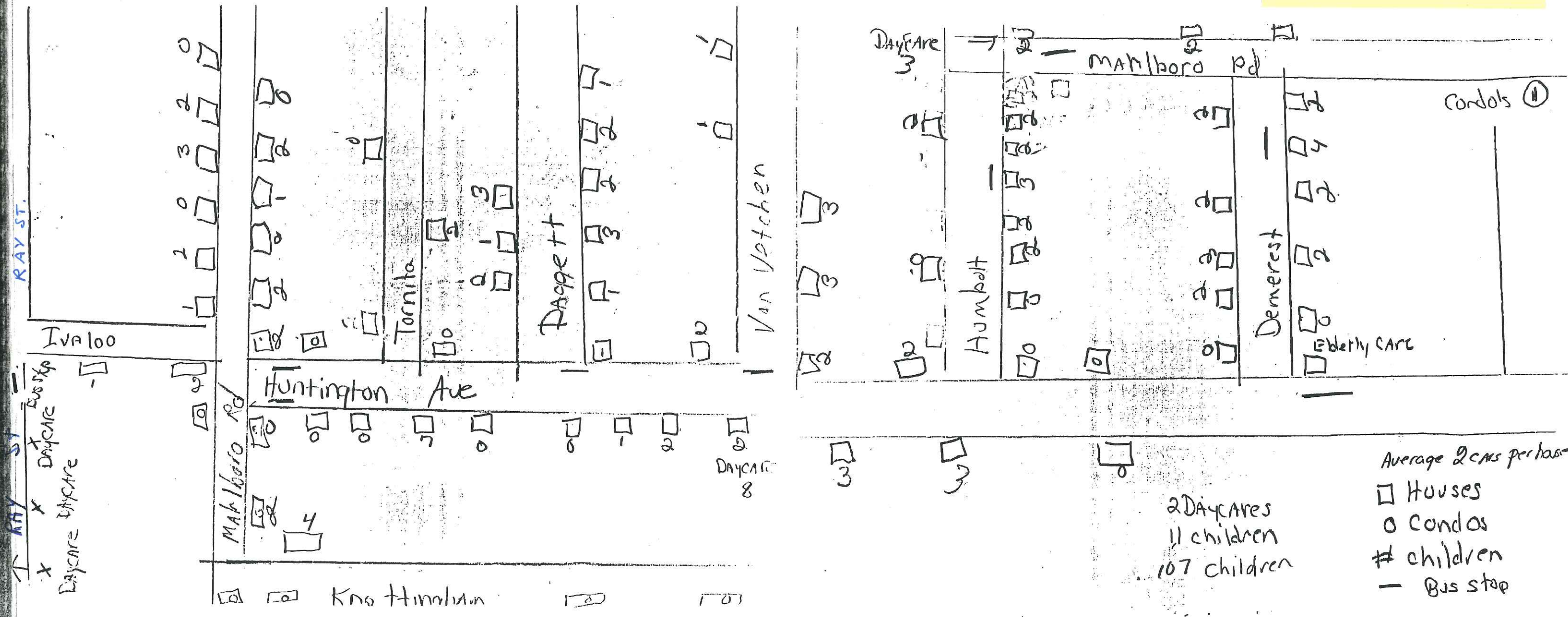
2) My land can be used as a dump site for any excess dirt from excavation activities, but not for organic debris or boulders.

Sincerely,



Theodore R. Pitas

NOTE: THIS IS A MAP SUBMITTED BY A RESIDENT IN THE VICINITY OF THE PROPOSED COPLEY WOODS DEVELOPMENT



2 Daycares
11 children
107 children

Average 2 cars per house
 □ Houses
 ○ Condos
 # children
 — Bus stop

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (hereinafter "Contract") is made this ___ day of August, 1994, between APPLE LEDGE CONDOMINIUM HOME OWNERS ASSOCIATION (hereinafter "Seller") of Portland, Cumberland County, Maine, and KTO BUILDERS, INC. (hereinafter "Buyer") of Windham, Cumberland County, Maine. In consideration of the mutual promises of the Seller and Buyer, set forth herein, Seller and Buyer agree as follows:

1. PREMISES.

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate, viz: A certain lot or parcel of land situated in Portland, Maine, tentatively delineated on attached Appendix A (hereinafter "Property"), the precise boundaries of which parcel shall be determined by survey, the cost of which shall be paid by Buyer.

2. PURCHASE PRICE.

(a) Buyer shall tender upon the signing of this Contract, the sum of One Thousand and 00/100 (\$1,000.00) Dollars as earnest money. At the closing, said earnest money shall be credited in full against the purchase price of Four Thousand and 00/100 (\$4,000.00) Dollars.

(b) At the closing, the balance of the purchase price, Three Thousand and 00/100 (\$3,000.00) Dollars, shall be paid by certified check or treasurer's check.

3. SPECIFIC TERMS.

(a) At the closing contemplated hereby, Buyer will deliver to Seller or its members an easement for passage by foot and vehicle over the road contained within the Property and a utility easement for sewer, water, electricity, cable and telephone service under the Property.

(b) At the closing contemplated hereby, Buyer and Seller will enter into an agreement by which they will form a Committee to oversee the regulation, repair, maintenance and replacement of the aforesaid road, utilities and a certain detention basin located to the north of the Property and the costs thereof. Such agreement will include inter alia that:

(1) The Committee will consist of five (5) members, two (2) from Seller's Board of Directors, two (2) from the Board of Directors of the Homeowners Association to be formed by Buyer and the fifth (5th) member alternating between a member of each of the said Boards;

(2) The Committee shall have the authority to assess each Association its pro-rata share of the costs of the Committee to fulfill its duties;

(3) The aforesaid assessments shall be apportioned pro-rata between the two Associations in accordance with their pro-rata share of the total number of completed residential units but in no case shall an Association be deemed to have less than one (1) unit; and

(4) The Associations will agree to pay such assessments.

(c) Seller agrees to revise its condominium declaration and such other documents and to execute any new documents as may be necessary to accomplish the actions set forth in paragraph (b) above and to enable Buyer to develop the so-called Phase II of Apple Ledge with twenty-three (23) single-family residences including, but not limited to, use by Buyer of the drainage system and detention basin located on land of the Seller.

(d) At the closing contemplated hereby, Buyer will execute and deliver to Seller an agreement pursuant to which Buyer will agree that:

(1) Costs to upgrade the aforesaid road, utilities, drainage system and detention basin necessary to accommodate Buyer's contemplated development shall be bourn by Buyer;

(2) Repair of any damage to the road, utilities or property of Seller caused by Buyer or its agents during the contemplated development shall be bourn by Buyer and such repairs shall be made within twenty-four (24) hours of notice to Buyer;

(3) It will not, during development, block the access of Seller's members onto Huntington Avenue except for short periods of time on an infrequent basis only as is absolutely necessary;

(4) It shall temporarily or permanently relocate or replace Seller's members' mailboxes at such location as Seller may direct, if Buyer's development requires such relocation or replacement;

(5) It will reseed and replace all grass, shrubs and trees on the Property or on the property of Seller or its members damaged by Buyer or its agents;

(6) It will replace any of Seller's street lamps which require temporary removal during development with the same or comparable street lamps;

(7) It will subject purchasers of its contemplated development to the same restrictions and conditions of land use to which Seller's members are subject;

(8) It will otherwise abide by restrictions and conditions imposed on Seller's members to the extent the same are compatible with Buyer's development; and

(9) It will, upon the reasonable demand and notice of Seller, meet from time to time with Seller's Board of Directors to discuss and advise Seller of Buyer's development process and progress.

4. CLOSING.

(a) Closing shall be on or before forty-five (45) days from the date upon which the Portland Planning Board's approval of Buyer's development plans for its contemplated twenty-three (23) single-family home development of the so-called Phase II of Apple Ledge becomes final or such a later time as provided by written extensions hereof, at the offices of _____, or at such other location and date as Seller and Buyer mutually agree upon in writing.

(b) Buyer will assume responsibility for the following:

- Pro-rated share of Maine real estate transfer tax.
- Buyer's share of Maine real estate transfer tax.
- Legal fees/document preparation fees of Buyer's attorney.
- Deed recording fees.
- Title search of Property.
- Recordable Survey.

- Seller's reasonable legal fees in reviewing this Contract and all other documents associated with this transaction.

(c) Seller will assume responsibility for the following:

- Pro-rated share of real estate taxes.
- Seller's share of Maine real estate transfer tax.
- Clearance of title to Property (if necessary).

(d) At closing, Seller shall give possession by delivery of a Warranty Deed, which deed shall convey good and marketable title to the Property in accordance with Maine Bar Association Title Standards. The Property shall be free and clear of all encumbrances, excepting building/zoning restrictions of record, restrictive covenants of record and usual public utilities none of which adversely affect the use of the Property as now constructed or for its intended use by Buyer.

(e) As of closing, the obligations of Buyer are conditioned upon the following, any of which may be waived by Buyer, in writing, in whole or in part:

(1) No administrative or judicial proceeding shall be in effect or pending, including without limitation any bankruptcy or similar proceeding affecting Seller as debtor, the effect of which is or would be to adversely affect the ability of Seller to convey the Property in the manner contemplated herein;

(2) All representations and warranties of Seller shall be true in all material respects;

(3) Due performance of all obligations of Seller hereunder;

(4) The Property shall be in substantially the same condition as it was on the date of execution of the Contract by Buyer;

(5) Buyer shall have received a commitment for title insurance from a reputable and financially sound title insurer insuring good and marketable title to the Property, free and clear of all encumbrances and defects, except as noted herein and except for real estate taxes not then due and payable. Such commitment shall also provide for insurance of access to the Property and deletion of standard exceptions for unrecorded mechanics liens.

5. TITLE DEFECTS.

Should a title search of the Property reveal a defect which causes title not to conform to Maine Bar Association Title Standards, as amended, and such defect cannot be corrected by the closing date, Buyer shall promptly give written notice of such defect to Seller. Upon receipt of such notice, Seller shall have a reasonable time thereafter, not exceeding thirty (30) business days, to cure such defects or to notify Buyer that such defects will not be cured. Should Seller be unable to correct such defect within a reasonable period of time, Buyer may withdraw all monies deposited, and Buyer and Seller shall be relieved of all obligations hereunder. Buyer may also choose to close, notwithstanding such defects in title as may exist.

6. COMMISSIONS.

(a) Seller covenants, represents and warrants that Seller has had no dealings with any broker or agent in connection with the sale of the Property, and covenants and agrees to pay, hold harmless and indemnify Buyer from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent. In the event Seller has utilized a real estate broker, Seller shall be responsible for all commissions due to such broker.

(b) Buyer covenants, represents and warrants that Buyer has had no dealings with any broker or agent in connection with the purchase of the Property, and covenants and agrees to pay, hold harmless and indemnify Seller from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent. In the event Buyer has utilized a real estate broker, Buyer shall be responsible for all commissions due to such broker.

7. DEFAULT.

In the event of a default by Buyer, Seller may employ all eligible and equitable remedies, including without limitation, termination of this Contract. In the event of a default by Seller, Buyer may employ all eligible and equitable remedies, including without limitation, termination of this Contract in which event Buyer shall have its deposit monies returned.

8. SELLER WARRANTIES AND REPRESENTATIONS.

(a) Seller warrants and represents that Seller has good and marketable title to the Property and the right to convey same to Buyer. There are no liens or encumbrances affecting the Property except as noted above.

(b) Seller is unaware whether the Property contains any toxic or hazardous substances or waste or any asbestos materials and makes no warranties or representations regarding same.

9. MISCELLANEOUS CONDITIONS.

(a) Buyer and Seller agree to execute any and all documents, instruments or writings necessary to give effect to the intent and purpose of this Contract.

(b) No modification or waiver of any of the terms and conditions of this Contract shall be valid unless made in writing and signed by Buyer and Seller.

(c) Time is an essential part of this Contract.

(d) Any dispute or claim which arises out of, or relates to, this Contract or the Property shall be submitted to binding mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association.

(e) This Contract and its terms and conditions shall be binding on and inure to the benefit of the successors and assigns of Buyer and Seller. The provisions of this Contract shall survive the closing.

(f) This Contract constitutes the entire understanding of Buyer and Seller and supersedes any and all prior written or oral agreements between Buyer and Seller, there having been made no representations or covenants other than those expressly set forth herein.

(g) This Contract shall be governed for all purposes by the laws of the State of Maine.

(h) All notices, demands and other communication shall be made in writing and shall be deemed to have been duly given on the date of service if served personally or on the date of mailing if mailed by first class, certified mail, addressed as follows:

To Seller: The Apple Ledge Condominium Home Owners Association, _____

To Buyer: KTO Builders, Inc., 590 Roosevelt Trail, Windham, Maine 04062.

(i) Buyer and Seller agree to make all reasonable and good-faith efforts to satisfy the conditions stated herein within the time periods specified.

(j) A copy of this Contract is to be received by Buyer and Seller. By signature upon same, receipt of copy is hereby acknowledged.

BUYER

Buyer hereby agrees to purchase the Property at the price and upon the terms and conditions set forth herein.

Dated: _____ KTO BUILDERS, INC.

By: _____
Federal I.D. Number Anthony M. Vance, President

SELLER

Seller hereby accepts this offer and agrees to deliver the Property at the price and upon the terms and conditions set forth herein. The date of Seller's signature represents the Effective Date of this Contract.

Effective Date: _____ APPLE LEDGE CONDOMINIUM HOME OWNERS ASSOCIATION

By: _____
Federal I.D. Number As authorized by its Board of Directors

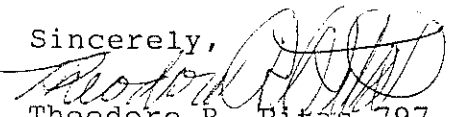
Mr. Gray:

Here are my comments concerning Apple Ledge Phase II: 1) I would prefer not to have any storm runoff traversing my land on Marlborough Rd.

2) My land is available for the deposit of any excess fill dirt from the project.

3) I would prefer that the height of the filled area abutting my land not be allowed to be increased, and would prefer to see all the exposed rocks covered with suitable fill material.

Sincerely,


Theodore R. Pitas 797-8229

Controlling Partner T. Pitas & Assoc.

November 23, 1994

To: The Portland Planning Board
c.c. Rick Knowland, City Planning Department

From: The Owners and Residents of the Apple Ledge Condominiums

Re: Concerns about developer Tony Vance's proposed "Copley Woods" project

I am writing on behalf of a committee of owners at Apple Ledge Condominiums who have been appointed to deal with concerns about the proposed "Copley Woods" development planned by developer Tony Vance of KTO Builders. As you know, his proposed project would be adjacent to the Apple Ledge Condominiums in the North Deering area of Portland. It would include property that was originally intended to be "Phase II" of our condominium Association and other properties adjacent to us. For reasons outlined in this letter, many of the owners at Apple Ledge are very concerned about the potential impacts of this proposed development.

Mr. Vance has previously contacted our Association to try to get us to provide access to his proposed "Copley Woods" development through our private entrance road, Apple Ledge Drive, as well as access to our sewer/water connection under this road. We decided against providing this access for various reasons. One major reason is that Mr. Vance wanted access for property outside of the "Phase II" land.

We do not believe our road, drainage, or sewer connections are safe or adequate for a large development such as "Copley Woods." Moreover, the easements for "Phase II" over Apple Ledge Drive is only for the benefit of "Phase II." We are not legally required to provide any access to houses that would be outside of "Phase II," and we do not currently intend to provide such access.

Recently, we were informed that Mr. Vance intends to pursue his "Copley Woods" development without our agreement. This raises numerous concerns for us, and we request that you consider our concerns in your review of any plans Mr. Vance submits to the Planning Board. Our concerns include:

LEGAL CONCERNS: In addition to the road and sewer access issues noted above, we have other legal concerns about Mr. Vance's proposed development. Maps included in Mr. Vance's last proposal to the planning board appear to include as part of his development land that is actually the property of the Apple Ledge Association (part of our "Phase I" area). Presumably, Mr. Vance wants to use some of our property to meet "open space" requirements. The paperwork he submitted to the city suggests that he has some agreement with our Association to buy or use certain parts of our property. Please be advised that we do not have any such agreement with Mr. Vance. You should also know that in February 1992, we signed

an agreement with the previous owner of "Phase II", Peoples Heritage Bank, which outlined certain limitations on the use of the "Phase II" property. We want to be sure that any development in that area complies with the terms of this agreement, and does not violate any other legal rights we may have as local property owners. We also want to be sure that we have ample opportunity to be involved in the city's planning review process.

DRAINAGE CONCERNS: Our "Phase I" land is relatively poorly drained and already has some drainage problems. We are therefore very concerned about the potential impacts of run-off and drainage -- during and after construction -- from any development adjacent to our property. We believe that Mr. Vance's proposed development could cause serious drainage problems for us.

TRAFFIC SAFETY CONCERNS: As you may know, the street leading into our neighborhood is Huntington Avenue. There are no sidewalks along Huntington or our private access road. Many young children and other pedestrians walk and play on these streets, and the safety issues associated with this situation are already a concern of many local residents. We believe that the increased traffic from a large development project such as that proposed by Mr. Vance would considerably increase these local traffic safety concerns.

ENVIRONMENTAL CONCERNS: The area surrounding the Apple Ledge condominiums is one of the remaining heavily-wooded areas in this part of Portland. There are a number of existing trails through these woods which are regularly used by many local residents for hiking, biking, skiing, and other recreational activities. These woods also provide locally important habitat to deer and other animals, and to a great variety of birds -- including some that have become relatively uncommon in this region of the state, such as the pileated woodpecker. We are concerned that a large development such as that planned by Mr. Vance would seriously impact the recreational and environmental qualities of this popular wooded area.

HEALTH CONCERNS: As you are no doubt aware, the land behind our condominiums has been used for both legal and illegal dumping in the past. We believe that the city needs to make sure that any construction in this area will not release hazardous or toxic chemicals into local runoff.

AESTHETIC AND FINANCIAL CONCERNS: As we understand it, Mr. Vance plans to build at least 24 homes in his "Copley Woods" development. We have also heard that he is considering building even more homes on land near to or abutting this area. In our discussions with Mr. Vance, we asked him what the progression of this development might be like. We were hoping that his development would proceed in a staged, planned fashion. For example, we asked if he would limit construction to a certain area, such as "Phase II," first -- to see how things went, make sure that the development actually turned out to be financially solvent, and

did not create too many problems -- before building on any other adjacent properties. Mr. Vance informed us that, on the contrary, he planned to build on any lot in the "Copley Woods" properties that anyone wanted to buy, whenever they wanted to buy it. Given the number of local developers who have gone bankrupt and left behind unfinished projects and unsightly piles of bulldozed earth and construction debris (including the original developer of Apple Ledge), his comment raises concerns about a patchwork of construction that may or may not ever be ultimately "completed." Moreover, whether his proposed development were partially or fully completed, we are also concerned about how many trees Mr. Vance will remove, about having adequate visual buffers between our condominiums and his development, about the noise and heavy equipment traffic associated with a large development, and about whether Mr. Vance will completely remove the all of the debris that would be associated with such a development. These and related issues are concerns in terms of the potential aesthetic impacts, the impacts on our general quality of life at Apple Ledge, and the potential impacts on the values of our properties.

We sincerely hope that you will take the concerns outlined above into consideration as you review the proposals made by Mr. Vance. We also hope that you keep us informed about events associated with your review process, your responses to our concerns, and any decisions you may make.

Finally, please be informed that Michael Bunting, who is a member of the Apple Ledge Association Board, has a conflict of interest with regard to Mr. Vance's proposed development and does not represent the Apple Ledge Board or owners on this particular issue. Mr. Bunting is a real estate agent who plans to sell homes in "Copley Woods" for Mr. Vance if the project goes forward. He has therefore recused himself from any decisions by our Association Board related to Mr. Vance's project.

Thank you for your consideration.

Sincerely,

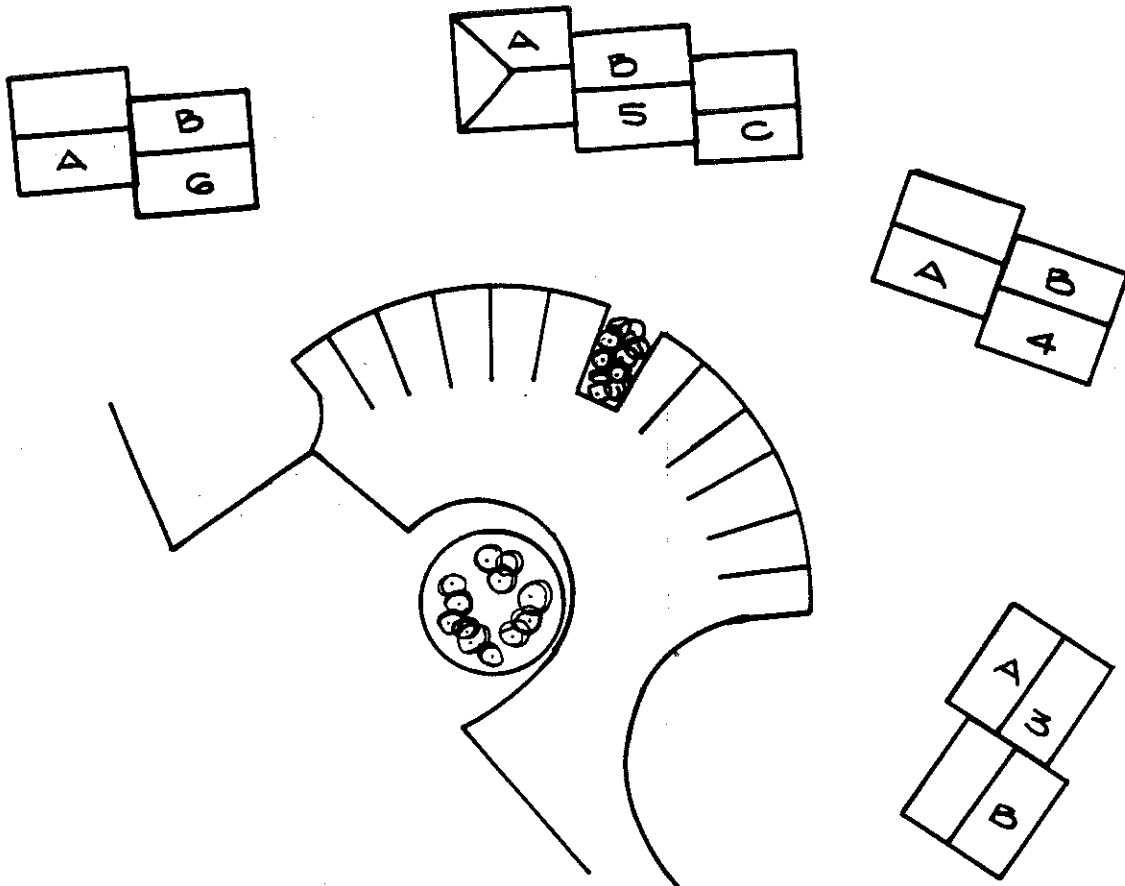


Robert C. Deis
On behalf of the Apple Ledge Owners Association

RECEIVED

NOV 28 1994

PORTLAND PLANNING OFFICE



APPLE LEDGE

PROPOSED PARKING
SCALE 1"=40'



ATTACHMENT 2

December 9, 1986
42 Huntington Avenue
Portland, Maine 04103

Mr. Jack D. Humeniuk, Chairman
Portland Planning Board
Portland City Hall
389 Congress Street
Portland, Maine 04101

RE: Apple Ledge Court

Dear Mr. Humeniuk:

The Portland Planning Board voted, after the public hearing on November 18, 1986, to table consideration of the Apple Ledge Court proposal by Shaw Enterprises and requested the applicant to address the concerns of the attending Ray Garden Neighborhood on the issues that were raised related to traffic and drainage.

Five residents of Huntington ave. commented on a series of concerns related to traffic and overall neighborhood safety. It is important to note that the neighborhood is, in general, in favor of the Apple Ledge Court proposal. Clearly, if one is going to have development in one's back yard, a development of the caliber of Apple Ledge Court is certainly most desirable. As noted on the 18th of November, our collective concerns are as follows:

Traffic:

The forty three units projected in the Apple Ledge development could produce, in a worse case scenario, 86 automobiles that would take multiple passes on a daily basis within the Huntington Avenue area. Currently, within the Huntington Ave. area there exist two day care centers, as well as at least two home-based child care situations. Needless to say, this brings into a relatively small area a number of outside vehicles within a Monday through Friday period. This is a critical factor given the composition of the neighborhood. The families are typically middle class with both spouses working. This in and of itself creates a pattern of constant multiple passes into a single access area. This pattern intensifies in the morning and early evening.

Children:

Approximately 48 children live within the Huntington Ave. area. This figure doesn't include Ray Street. The large majority of this population is between the ages of 2 and 12. This is a young neighborhood. The children tend to play in Huntington Ave. Clearly, the lack of sidewalks exacerbates this problem. The scenario of continued single access coupled with our present use pattern coupled with a potential of 86 more cars (as well as visitors) from Apple Ledge and perhaps more development in the Ray Gardens area in the future is unsettling to say the least.

Mr. Jack Humeniuk
December 9, 1986
Page 2

The notion of sidewalks on Huntington Ave. has been discussed on a number of occasions in the past few years. The development in the area has been ongoing. Unfortunately, our experience with development in this area has not been uniformly positive. The Daggett Street development and the Minat development on Huntington Ave. were fraught with problems. The half million dollar building of a drainage system and new road on Huntington Ave. has had a positive impact on the area. Given the current configuration of the neighborhood, particularly the number of young children, it makes the need for sidewalks and/or dual access to the Huntington area of paramount importance. The planning for the area needs to be sensitive to the existing community and the potential that the area has for future development.

A related issues is the plight of the children who wait for the bus at the corner of Ray and Ivaloo Streets. There is no place for them to safely wait for the bus. The majority of the group are between 5 and 12 years of age. Parents are forced to park on the corner to wait for the bus to come. This creates congestions at an already heavily used corner.

Safety:

The traffic along Huntington Ave. will be dramatically increased by allowing 42 more units...that is about 86 cars which will pass up and down Huntington potentially each morning and each evening Monday through Friday. Although the traffic study states that "using worst case analysis that includes both Ray St. and Canco Rd., no adverse impacts occur due to project traffic", a look at the accident statistics available at the Public Safety building supplies the following information:

- At the intersection of Canco and Washington Ave. during 1983 there were 8 accidents, in 1984 there were 13 accidents and in 1985 there were 6 accidents (one which was fatal). At the intersection of Ray and Washington Avenue there was 1 accident recorded.
- So far in 1986 at the corner of Canco and Washington there have been 2 accidents and at the corner of Ray and Washington there have been 6 accidents.

This is directly related to the installation of the traffic light at the end of Ray St. The number of accidents which will occur now at the end of Ray can only be increased with the addition of 43 units. Therefore, there is a safety problem.

There is also an additional problem with traffic when one considers that there are two day care centers currently operating (Daggett St. and Huntington Ave.) and at least 2 other known home child care situations involving outside (not neighborhood) traffic. The number of passes a day generated by these child care operations is about 60 passes. If the development continues with 43 units, the problem of vehicular traffic is exacerbated. Therefore, there is a safety problem:

Planning:

The Ray Gardens area has been victimized by poor planning a number of times over the past ten years. The drainage and road project coupled with

Mr. Jack Humeniuk
December 9, 1986
Page 3

"toughened" planning requirements for developers has created an air of optimism in this area. We are concerned over the future development of the Ray Gardens area. Contacts with the Planning Department have indicated that additional single family development might occur in the area. It is critical that current planning decisions reflect potential development. It is important that we do not have to undo shortsighted decisions in the future. We feel that the current situation indicates that sidewalks, a place for our children to wait for the school bus and dual access are needed now and not in the future. It is critical that the Planning Board be sensitive to the existing environment of the neighborhood. It is critical that the Planning Board be foresighted enough to plan for the future. The City of Portland has reversed, over the past two years, a deplorable situation in the Huntington Avenue area. It is critical that this trend continues.

If you have any questions with any of our above concerns, we would be willing to discuss them with you.

Sincerely,



Michael J. Fitzpatrick



Jennifer L. Fitzpatrick

cc: Ray Gardens Neighborhood Assoc.

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: David Klenk, Planner
FROM: William Bray, City Traffic Engineer
SUBJECT: Apple Ledge Court

DATE:
January 7, 1987

I have reviewed the subject sub-division again and conclude that 43 additional units will have minimal impact on the existing street system. Huntington Avenue is a recently constructed residential street that carries a very minor volume of traffic. The street was designed and constructed with the capability of handling a far greater volume of traffic than will exist after this project is complete. Full occupancy of the sub-division will increase the street volume by less than 225 vehicles. Again a very minor volume of traffic when compared to other heavy traveled residential streets.

WB/sc

JOHN L. MURPHY, P.E.

Civil Engineer
Traffic Engineer

RD1, BOX 393
WEST BALDWIN, MAINE 04091
207-625-8222

July 27, 1986

Mike DeLuca
355 Ludlow Street
Portland, Maine 04102

Re: 47 duplex housing units to be located at the end of Huntington Avenue

Dear Mike:

I have made a traffic study to determine the impact of project traffic on the public road system in Portland. Figure 1 attached to this letter shows the expected worst case impact of 47 units during the heavier PM peak hour. The Washington Avenue/Ray Street/Canco Road signalized intersection was selected for analysis as the critical point.

Ray Street was recently signalized by a Maine Department of Transportation project. This permits protected left and right turns from this approach. The additional traffic assigned to this location due to the project (using 100% of all project peak hour traffic) will have very little impact. Average delay increases from 16.1 seconds to 19.5 seconds per vehicle while the volume to capacity ratio increases from .93 to .95. Thus no change in level of service occurs due to project traffic. The peak hour level of service remains at level C which is the normal design condition for areas outside the central business district.

It is important to note that my analysis using the 1984 SOAP computer program is a worst case analysis that included both Ray Street and Canco Road. Yet no adverse impact occurred due to project traffic.

Sincerely,



John L. Murphy
Maine PE #2765

December 1, 1989

This is in regard to your recent notification concerning Shaw Enterprises

Dominic Perozzi heir of Cosimo Perozzi died in August. I have since had the land on Pine Grove Ave + Marlborough Rd. probated; and it is now in my name.

I have also changed my address to 1311 Hanover St. # 27

Manchester, N.H. 03103

and would appreciate it, if other news of this land was sent here.

Thank you

Eleanore A. Perozzi

POST-APPROVAL LAND PURCHASES

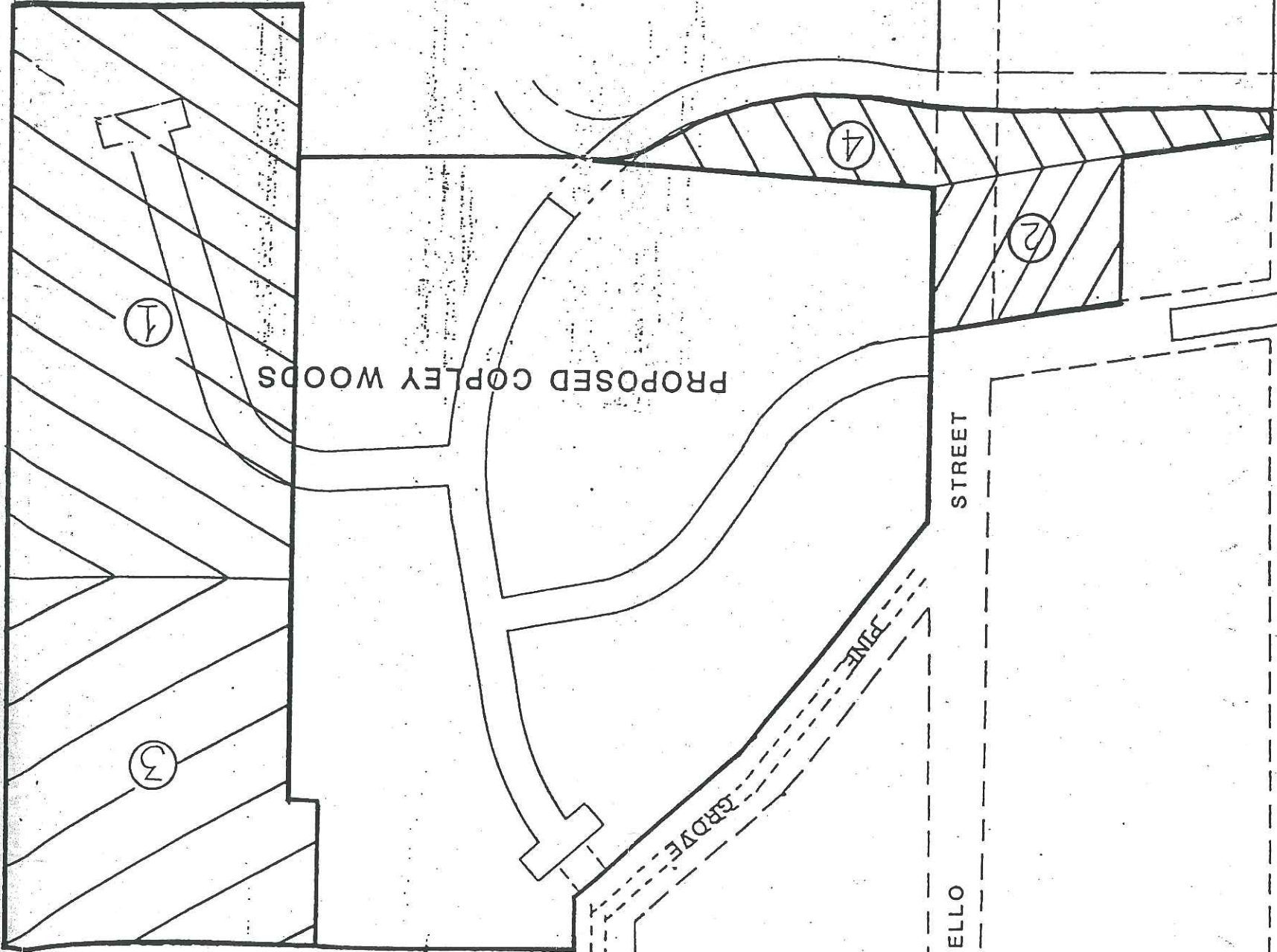
2/94

APPLE LEDGE CONDOMINIUMS

PROPOSED COPLEY WOODS

AVENUE

WHITCOMB



- SHADED AREAS HAVE BEEN PURCHASED BY THE OWNER AND ADDED TO PHASE II TO FORM "COPLEY WOODS" AS FOLLOWS:
- ① ±1.84 ACRES FROM CAVALLARO
 - ② ±.31 ACRES FROM SYLVIAVALE
 - ③ ±1.20 ACRES FROM VIOLA
 - ④ ±.33 ACRES FROM APPLELEDGE
- ± 3.68 ACRES

ORIGINAL (IN WHITE)
APPLE LEDGE CONDOMINIUMS
PHASE II (AS APPROVED)

115

STREET

TRAPELLO

STREET

DEMAREST

STREET

HUMBOLT

NET LAND AREA CALCULATIONS

TOTAL PARCEL AREA 347,662 SF

DEDUCTIONS:



WETLANDS

101,753 SF



STEEP SLOPES

5,912 SF

239,997 SF

MINUS 20%

47,999 SF

NET RESIDENTIAL ACREAGE

191,998 SF / 6,500 SF

MAXIMUM NUMBER OF ALLOWED LOTS = 29.54 LOTS



666121000

NET LAND AREA CALCULATIONS

TOTAL PARCEL AREA 347,862 SF

DEDUCTIONS:



WETLANDS

101,753 SF



STEEP SLOPES

5,912 SF

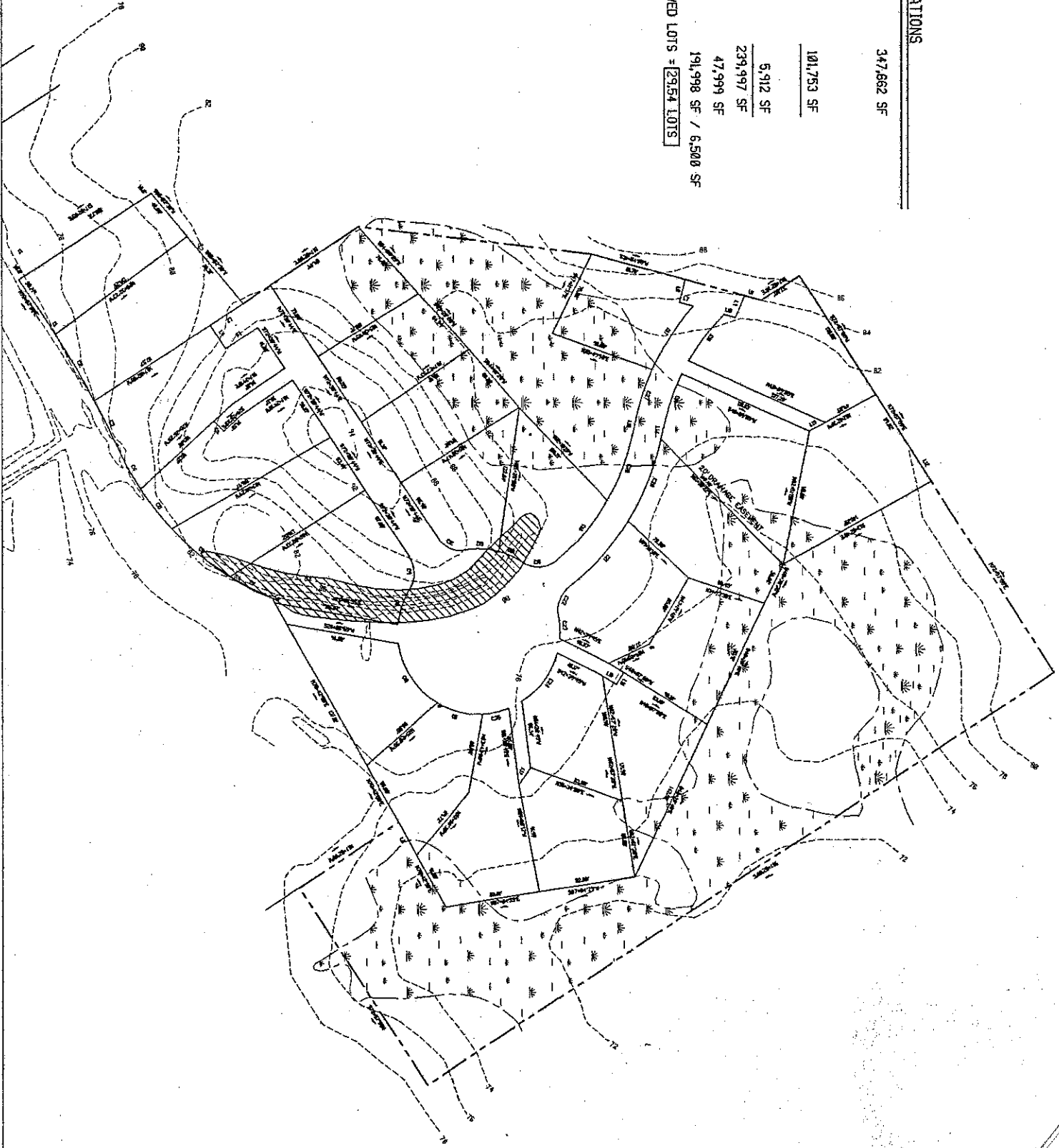
MINUS 20%

239,997 SF

NET RESIDENTIAL ACREAGE

47,999 SF

MAXIMUM NUMBER OF ALLOWED LOTS = 2954 LOTS





NET LAND AREA CALCULATIONS

TOTAL PARCEL AREA 347,662 SF

DEDUCTIONS:



101,753 SF



5,912 SF

239,997 SF

47,999 SF

MINUS 20%

NET RESIDENTIAL ACREAGE 191,998 SF / 6,500 SF

MAXIMUM NUMBER OF ALLOWED LOTS = **29.54 LOTS**



CITY OF PORTLAND

January 8, 1991

Mr. James R. Lemieux
Beagle, Pearce, Feller and Ridge
P. O. Box 7044 DTS
24 City Center
Portland, Maine 04112

Re: Letter of January 2, 1991 Regarding Apple Ledge

Dear Mr. Lemieux:

This response to your letter of January 2, 1991 should hopefully clarify the letters of credit situation and the remaining items that need completion for the City to consider phase I of the Apple Ledge condominium project complete and acceptable.

Please see the attached, signed copy of letter of credit no. 26827-B. The expiration date in this letter of credit is March 29, 1991. I believe the letter of credit you referenced was the original letter that was submitted March 29, 1990, but was returned for revisions.

Letter of credit 26827-C has in fact expired as of January 1, 1991. The items covered by this letter of credit have been completed with the exception of the trees being planted on the berm. However, the required defect guarantee for these items was never posted, so I am therefore assuming that the current defect guarantee no. 26827-B which covers all phase I improvements, will cover these items because the intent of the defect letter of credit is for the entire phase. Additionally, a ten per cent defect guarantee covering these items is required.

Letter of credit no. 26827-A for finish paving does not expire until June 30, 1992. Prior to releasing this letter of credit a defect guarantee of \$1,750 will need to be posted to cover any defects in the paving.

The following list includes all the remaining items needing completion or resolution before the City will consider phase I acceptable.

1. Correction of the drainage situation behind units six and seven. It was my understanding that the design work for the drainage correction had begun sometime in November. However, that is the last time the issue was discussed, so I am unaware of the current status. The work correcting the drainage must be completed, because the drainage is being diverted onto

Page 2

Apple Ledge

the abutters' property, which is certainly a potential liability to the Association. This item would be covered under the defect letter of credit. If the work to correct the situation cannot be completed by the beginning of March the letter of credit must be extended.

2. It is my understanding that the sewer has been cleaned, but I have not received any information regarding the invert elevations or the condition of the sewer. I do know that a large amount of debris had been removed from the sewers. Throughout the history of this project the sewer has not appeared to function very well. The intention of the cleaning, etc., was to determine if in fact there is a problem with the sewer. This item is covered under the current defect guarantee. The City will need to receive a sewer condition report to ascertain if the sewer is functioning correctly.

3. On December 5, 1990, a large water ponding problem was observed between the front of units six and seven. This appears to be a defect in the grading of the lot and/or the grading of the parking area. Bituminous curb installation in this area should direct the runoff into the catch basin nearby.

4. Additional bituminous curb still needs to be installed by unit seven and the damaged curb by the detention basin needs correction as per my September 11, 1990 letter to Catherine Williams. The curb between units six and seven needs to be filled with loam and seeded and landscaping (see note 5a).

5. When the Planning Board approved the change of ownership and the phasing plan, the majority of the landscaped islands in the parking areas were deleted, with the requirement that the amount of landscaping would not be diminished. To satisfy the Planning Board, landscaping in at least the following areas is required. We will conduct an inspection for dead landscaping in the spring.

(a) As per October 22nd letter landscape the two islands in front of units six and seven.

(b) Landscape the berm at the phase II line as noted in Steve Berg's April 27, 1990 letter.

(c) Additional ground plantings - shrubs, flowers, etc., between units one and eighteen to screen the detention basin, also as noted in the April 27th letter.

Page 3
Apple Ledge

6. Install new globe on street light at the end of Demerest Street.
(covered under current defect guarantee)

7. Plans depicting all the revisions to the original approved plan,
and depicting all field changes and current conditions need to be
submitted. These plans shall be black line mylars.

8. Although not discussed previously, I believe the City needs a
drainage maintenance agreement in respect to the detention pond. This is a
normal requirement when a detention basin is involved to restrict stormwater
runoff. I will be addressing this issue with the Planning Department to
determine if it was an original requirement.

In summary, I believe the defect guarantee expires on March 29, 1991.
The items previously mentioned in respect to the defect guarantee should
have been corrected by now, but it is questionable whether they can be
completed by the expiration date. If not, the expiration date will need to
be extended by at least three (3) months to allow completion. This
extension should be submitted to the City as soon as possible, or we will
have no choice but to draw on the funds in the letter of credit.

To the best of my knowledge, if the aforementioned items are resolved
acceptably, then the phase I requirements of the project will be considered
complete. Until that time the project is considered incomplete.

Please call me if you have any further questions. I can be reached at
874-8838.

Sincerely yours,



W. Paul Niehoff
Materials Engineer

WPN/jmd

pc: Nadeen M. Daniels, Assistant City Manager
William S. Boothby, Deputy City Engineer
Nancy L. Knauber, Senior Technician
Jeff Tarling, City Arborist

Page 4
Apple Ledge

Sarah Greene, Planning
Catherine Williams - Peoples Heritage Bank
P. O. Box 9540
Portland, Maine 04112-9540

Steve Berg - Ruotolo Companies
7 Oak Hill Terrace
P. O. Box 310
Scarborough, ME 04074

Paul



ONE PORTLAND SQUARE
P.O. BOX 9540
PORTLAND, MAINE 04112-9540
207-761-8500

March 29, 1990

Mr. Joseph E. Gray
Portland Planning and Urban
Development
City of Portland
Portland, Maine 04101

RE: Apple Ledge Subdivision Phase I - North Deering
Portland, Maine
Irrevocable Letter of Credit #26827 B

Dear Mr. Gray:

Peoples Heritage Savings Bank hereby issues its Irrevocable Letter of Credit for the account of Apple Ledge Associates hereinafter referred to as The Developer, in the name of the City of Portland in the aggregate amount of \$28,700. The City of Portland may draw on the letter of credit by presentation of a sight draft in the event that The Developer fails by March 29, 1991 at The Developer's expense, to repair or replace any defect in the road and other improvements as set forth in the attached Schedule of Costs of Public Improvements. Said draft shall be accompanied by a written certification that The Developer has failed to complete or repair such work and shall specify the items which have not been completed and the cost of said improvements.

Upon completion of any repairs or replacement, The Developer or the Bank will notify the City of Portland for inspections.

The City of Portland shall notify The Developer and/or the Bank of any defects prior to drawing under the letter of credit and must give The Developer and Bank the opportunity to repair or replace said defects.

This letter of credit will automatically expire on March 29, 1991.

The credit may be drawn upon by the City for any specific repair or replacement of any line item, but must be supported by written documentation stating the cost of repair or replacement of each specific item.

Drafts drawn upon this credit must be for Phase I of Apple Ledge Subdivision and to complete any work which is outlined above which was not repaired or replaced by The Developer on or before March 29, 1991. Drafts must be accompanied by itemized statements showing cost of work to be completed and must be submitted to Peoples Heritage Savings Bank no later than March 29, 1991.

Mr. Joseph E. Gray
Irrevocable Letter of Credit #26827 B
March 29, 1990
Page 2

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored. However, other than the payment of monies as authorized hereunder, Peoples Heritage Savings Bank shall not guarantee the performance of The Developer to the City of Portland.

Very truly yours,

Peoples Heritage Savings Bank

BY: Richard C. Blake
Vice President

The City of Portland Planning Board has accepted the providing of alternative security for The Developer's obligations to be performed pursuant to Section 14-501 (a) of the Portland City Code.

BY: Joseph E. Gray
PORTLAND PLANNING AND URBAN
DEVELOPMENT

DATED: 5/18/90

SEEN AND AGREED TO:

Apple Ledge Associates

Its President

Date

D. K. M.
Director of Finance

Approved per Section 14-501 (a)
Portland City Code

5/24/90
Date

Natalie L. Purman
Corporation Counsel
Approved per Section 14-501 (a)
Portland City Code

5/16/90
Date

SCHEDULE OF COST OF PUBLIC IMPROVEMENTS

This Letter of Credit shall serve as a defect guarantee for all work in Phase I of the Apple Ledge Condominium project in North Deering.

List to be provided by the City of Portland.

DeLUCA - HOFFMAN ASSOCIATES, INC.

CONSULTING ENGINEERS
778 MAIN STREET
SUITE EIGHT
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

MICHAEL J. DELUCA, P.E.
PRESIDENT

WILLIAM G. HOFFMAN, P.E.
VICE-PRESIDENT

February 2, 1990

Ms. Sarah Greene, Planner
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

Subject: **Apple Ledge**

Dear Ms. Greene:

Enclosed please find updated site and recording plans depicting the proposed phases for the Apple Ledge project. As we discussed at the Planning Board Workshop on November 28, 1989, the owner is proposing three phases.

Phase I consists of the following constructed 14 units:

- 1 - A,B
- 2 - A,B
- 5 - A,B,C
- 6 - A,B
- 7 - A,B
- 18 - A,B,C

Phase IA consists of the foundations for the following 4 units:

- 3 - A,B
- 4 - A,B

This phase is not included in Phase I due to rules relating to financing the units. According to Mr. Shaw's attorney, this is the only way to structure the phasing so the units will qualify for a Veteran's Administration loan. Dividing Phase I into Phase IA and IB is strictly for marketing.

Phase II consists of the following unbuilt 25 units:

- 8 - A,B
- 9 - A,B,C
- 10 - A,B
- 11 - A,B,C
- 12 - A,B
- 13 - A,B
- 14 - A,B,C
- 15 - A,B,C
- 16 - A,B
- 17 - A,B,C

There are the following changes on the plans:

- 1) We have identified the phases by number and metes and bounds descriptions.
- 2) We have identified the units and foundations that have been constructed as of this date.
- 3) We have revised the parking areas to eliminate the narrow fingers of landscaping between the parking spaces.

On Monday, January 29, 1990, John Shaw and I met with Jeff Tarling, City Arborist. Mr. Tarling agreed with the concept of eliminating the landscaped fingers between the parking stalls, provided that the owner did not reduce the amount of plantings. As a result of the discussion, Mr. Shaw agreed to the following:

- 1) will keep the same amount of plantings and work with the City regarding the new placement (the City may exchange plants, shrubs, and trees on an equivalent cost basis).
- 2) will plant 4 or 5 red pines, 2 red maples, and some flowers between units 1 and 18 in order to screen the detention basin.
- 3) will plant 5 or 6 red pines and place some large boulders on the berm between Phases I and II.
- 4) will plant a red maple between units 4 and 5.
- 5) the pines will be 5-6' tall and the trees shall be a 2-1/2" caliper
- 6) the plantings and cover in the islands in Phase I were acceptable.

As a result of our meeting with Steve Harris, Paul Nieheff and Jeff Tarling on January 24, 1990, we agreed to the following:

- 1) DeLuca-Hoffman Associates, Inc. will calculate the pre and post development stormwater runoff tributary to detention basin A using the new SCS TR-55 methods. We will then discuss with Public Works permanent methods of restricting stormwater from the development.
- 2) A highway type catch basin with an open throat field inlet will be installed in the island in Phase II. The two drainage pipes will be connected to this catch basin.
- 3) The performance guarantees will be determined for the work. Preliminary indications are:
 - a) 2 year for paving for Phase I and Demerest Street
 - b) 6 months for uncompleted work in Phase I
 - c) discussion with Planning Department regarding the 10% defect guarantee, since only half of the project has been constructed.
- 4) Note on the plan that Apple Ledge will maintain the street light at Apple Ledge and Demerest Street if the street light is within the right of way.
- 5) Add notes regarding phasing contained in letter from Planning Department dated 1/19/90.

Our office believes this summarizes the discussions at our meetings. We will continue to work with Public Works regarding the surface drainage tributary to detention pond A.

If you have any questions or need more information, please contact me.

Very truly yours,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Michael J. DeLuca, P.E.
President

MJD/klv/JN273/273md

cc: J. Shaw, Shaw Enterprises

Attachment 3

RECEIVED DEC 28 1989

DeLUCA - HOFFMAN ASSOCIATES, INC.

CONSULTING ENGINEERS
778 MAIN STREET
SUITE EIGHT
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

MICHAEL J. DELUCA, P.E.
PRESIDENT

WILLIAM G. HOFFMAN, P.E.
VICE-PRESIDENT

December 27, 1989

Ms. Sarah Greene, Planner
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

Subject: **Apple Ledge**

Dear Ms. Greene:

Enclosed please find a drawing depicting the proposed phases for the Apple Ledge project. As we discussed at the Planning Board Workshop on November 28, 1989, the owner is proposing three phases.

Phase I consists of the following constructed 14 units:

- 1 - A,B
- 2 - A,B
- 5 - A,B,C
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- 11 - A,B,C
- 12 - A,B
- 13 - A,B
- 14 - A,B,C
- 15 - A,B,C
- 16 - A,B
- 17 - A,B,C

Also included is a sketch of the proposed changes to the parking areas. The original design had a group of fingers with two parking spaces in each finger. The fingers were separated by narrow landscaped strips of open areas. This design is very difficult to construct, maintain, and plow during the winter. In areas with more than two fingers, we propose to combine the parking areas so there is one large landscaped area as opposed to several smaller ones. The large area will be the same area as the combination of the smaller areas and there will be no net loss of open space or plantings. We propose this design for all other phases.

We thank you for your consideration of these items and look forward to the board meeting on January 9, 1990. In the meantime, if you have any questions or need more information, please contact me.

Very truly yours,

DeLUCA HOFFMAN ASSOCIATES, INC.



Michael J. DeLuca, P.E.
President

cc: J. Shaw, Shaw Enterprises

A:273MD

RECEIVED DEC 19 1989

Parks & Public Works

George A. Flaherty
Director

CITY OF PORTLAND

December 15, 1989

John Shaw
Shaw Enterprises
475 Stevens Avenue
Portland, Maine, 04103

RE: Appleledge Sectional Recording and Performance Guarantee

Dear John:

Because you have not submitted revised sectionals corresponding to the new phasing plan, and have not extended the maturity date of the performance guarantee, and have not completed the entire site plan as approved, the City will initiate a site draft drawing on the existing Letter of Credit on January 2, 1990.

Sincerely yours,



W. Paul Niehoff
Materials Engineer

WPN/abm

cc: R. Bruce Ringrose
Alex Jaegerman
✓ Sarah Greene
Nancy Knauber
Steve Harris
Richard A. Blake

City Engineer
Planning & Urban Development
Planning
Engineering Technician
Planning Engineer
Peoples Heritage Bank

LEGAL NOTICE

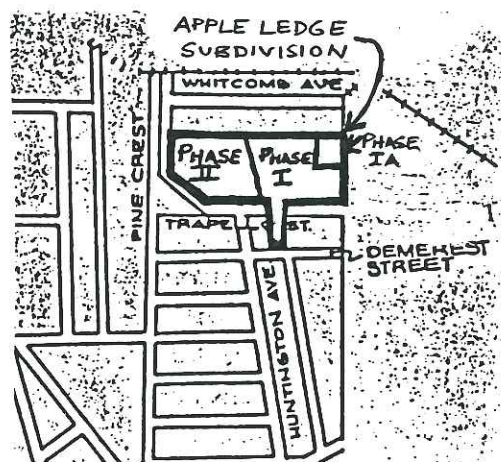
LEGAL NOTICE

PORTLAND PLANNING BOARD
PUBLIC NOTICE

Notice is hereby given that the Portland Planning Board will hold a public hearing Tuesday evening, January 23, 1990 at 7:30 P.M. in Room 209, City Hall, Portland, Maine to consider a sectional recording of the Apple Ledge Subdivision shown on the fragmentary map below.

Further information on this development can be obtained at the Planning Department office, City Hall, Room 211 or by calling 874-8300, extension 8722.

Barbara Vestal, Chair
Portland Planning Board



To run in both
editions of
Guy Gannet papers
on January 15, 1990.

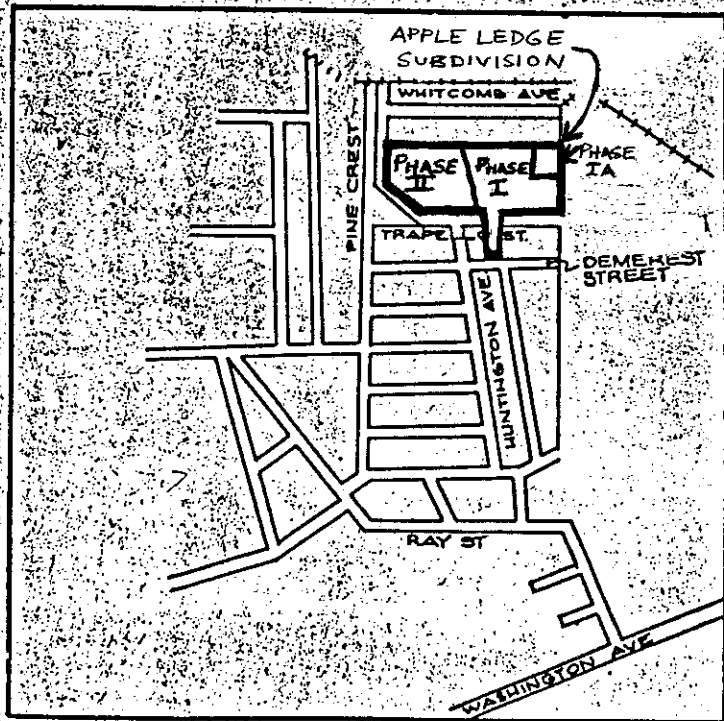
Single column,
Single space.

Bill to:

Apple Ledge
Associates

7 Oak Hill Plaza
Scarborough, Maine

(207) 773-0512 04074



LOCATION MAP

CITY OF PORTLAND

October 2, 1989

John Shaw
Shaw Enterprises
475 Stevens Avenue
Portland, Maine 04103

RE: Site Improvements for Appleledge

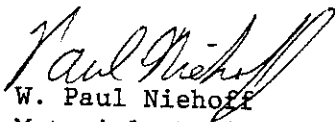
Dear John:

At the present time the City of Portland accepts the work that Damon and Malone has completed. I can see no reason why they should not be reimbursed for their work.

However, there still remains a question on the status of existing vegetation vs. re-planting. For instance, the removal of trees that were to be preserved may necessitate re-planting in certain areas. This concern will be addressed during the plan revisions.

Until then the City is satisfied with the work completed to date.

Sincerely yours,


W. Paul Niehoff
Materials Engineer

WPN/cab

pc: William S. Boothby, Acting City Engineer
✓ Sarah Greene, Planning
Jeff Tarling, City Arborist
Nancy Knauber, Engineering Technician III

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Chair and Members of the Planning Board

FROM: Sarah Greene, Planner

DATE: January 9, 1990

SUBJECT: Apple Ledge Subdivision

The Parks and Public Works Department has raised several issues in reviewing the Apple Ledge Sectional Recording. In order to provide adequate time for the applicant and staff to resolve these issues, staff would recommend that this item be tabled.



ONE PORTLAND SQUARE
P.O. BOX 9540
PORTLAND, MAINE 04112-9540
207-761-8500

October 5, 1989

Joseph Gray
Director of Planning
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

Dear Mr. Gray:

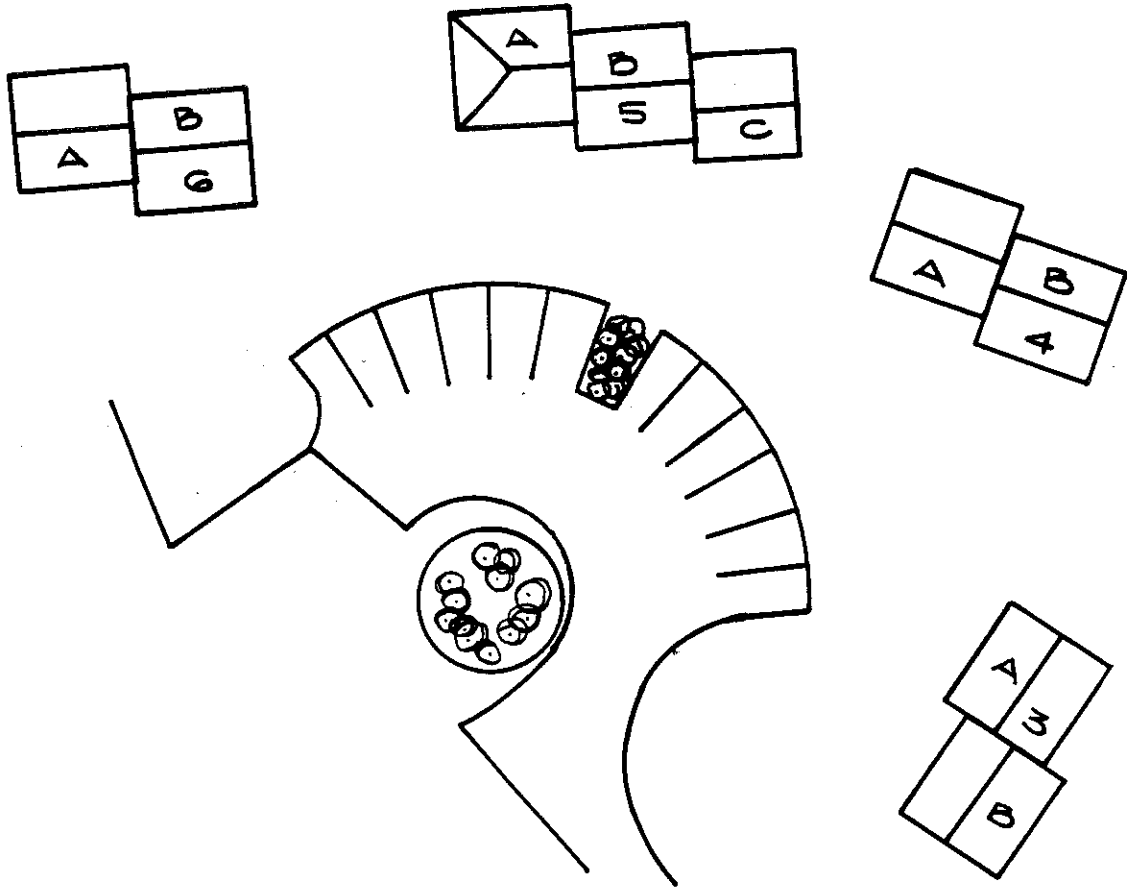
This letter is written to extend the maturity date of Peoples Heritage Savings Bank letter of credit #26827 in the amount of \$217,900.00 issued to the City of Portland for the benefit of Apple Ledge Subdivision from October 10, 1989 to December 21, 1989.

Sincerely,

A handwritten signature in cursive script that reads "Richard A. Blake".

Richard A. Blake
Vice President

RAB/ne



APPLE LEDGE

PROPOSED PARKING
SCALE 1"=40'

LEGAL NOTICE

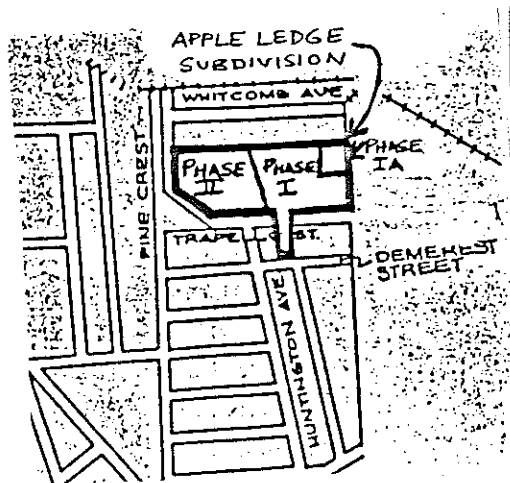
LEGAL NOTICE

PORTLAND PLANNING BOARD
PUBLIC NOTICE

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Further information on this development can be obtained at the Planning Department Office, City Hall, Room 211 or by calling 874-8300, extension 8722.

Barbara Vestal, Chair
Portland Planning Board



APPLE LEDGE

NOTES: Phase I Amendment: Subphasing for sectional recording

On July 15, 1987, the Planning Board executed the Recording Plat for all of the AppleLedge subdivision. The Plat was recorded on _____ in the Registry of Deeds in Plan Book 163, Page 69. The Planning Board voted on Feb - 90 to modify the plan for Apple Ledge to allow for a sectional recording of the ~~sectional recording~~ subdivision.

The approval of this recording by the Planning Board is for Phase I only. Subphases Ia and II shall not be built until recording plats for the subphases are executed by the Planning Board, ~~banded and recording~~ ^{and} and the performance guarantee is posted with the city.

Phase Ia must be recorded to maintain subdivision approval ~~within 3 years~~ within 3 years after the approval of ~~subphasing the subdivision for sectional recording on~~ The remaining Phase II and second phase ~~and recording~~ plat must be recorded w/i 5 years of Feb - - 90 to maintain subdivision approval.

Two year PG for road.

A ^{separate} ^{two-year} performance guarantee of ~~two years~~ ^{has} will be posted for finish paving, prior to recording the phase I plat.

The original performance guarantee for the ~~non-phased~~, original subdivision will not be released until: a) 6 month performance guarantee has been posted for incomplete improvements of phase I. and b)

Both ^{of these} performance guarantees shall be posted prior to recording of the phase I plat.

CITY OF PORTLAND

July 12, 1990

Steven M. Berg
Apple Ledge Associates
Ruotolo Companies
7 Oak Hill Terrace
P.O. Box 310
Scarborough, ME 04074

RE: Apple Ledge Jogging Trail

Dear Mr. Berg:

It has come to our attention that you are investigating alternatives to the jogging trail as previously approved by the Planning Board for the Apple Ledge Condominium Development. Such a revision could be reviewed administratively, yet any alternate active recreation space proposed must be of equal or greater quality to that of the approved trail.

Please submit any alternative suggestions for staff review at your earliest possible convenience. If you have any questions, please call.

Sincerely,



Sarah Greene
Planner

cc: ✓ Alexander Jaegerman, Chief Planner
Paul Niehoff, Materials Engineer
Steve Harris, Planning Engineer
Jeff Tarling, City Arborist
Natalie Burns, Associate Corporation Counsel

RECEIVED

JUL 03 1990

PORTLAND PLANNING OFFICE

r u o t o l o
C O M P A N I E S

June 29, 1990

Bruce Ringrose
Public Works Department
55 Portland Street
Portland, Maine 04101

RE: Apple Ledge - Site Work

Dear Bruce:

This letter will confirm my conversation with you and Steve Harris regarding the required site work improvements for the Apple Ledge Condominium project off Huntington Avenue. We are presently completing the repairs to two of the manholes, clearing the construction debris from the area behind the berm, landscaping the berm and working to correct the drainage from the detention basin. The final paving will begin once we have received the go ahead from your department that the manhole repairs have been satisfactorily completed.

We have planted the trees as outlined in Barbara Vestal's letter of February 28, 1990, as well as planted grass in areas which were previously bare. While we have budgeted funds to create the jogging trail for Phase I, I would like to explore other fitness alternatives with the unit owners as well as the City's planning staff rather than spend the funds on an item which I don't believe will see much use. However, if your Department is adamant about requiring the jogging trail, we will proceed with its construction.

With the exception of the jogging trail and the final paving, it is my understanding that the above-mentioned items will be completed on or before July 20, 1990. It is further understood that under no circumstances will any additional certificates of occupancy be granted for this project until such time as the above mentioned items are completed. Please do not hesitate to contact me if you have any further questions or concerns.

Thank you for your assistance.

Sincerely



Steven M. Berg
Apple Ledge Associates

give us alternatives

cc: Stephen Harris, Planning Engineer
W. Paul Neihoff, Materials Engineer

7 Oak Hill Terrace • Post Office Box 310 • Scarborough, Maine 04074
Telephone (207) 883-2901 • FAX (207) 883-6779

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Sarah Greene, Planner
FROM: Jeff Tarling, City Arborist
DATE: January 3, 1990
SUBJECT: Appleledge

The concept of combining the group of "fingers" into one island would be an improvement to the project. A planting list and the dimensions would be needed for the new planting island.

DeLUCA - HOFFMAN ASSOCIATES, INC.

CONSULTING ENGINEERS
778 MAIN STREET
SUITE EIGHT
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

MICHAEL J. DELUCA, P.E.
PRESIDENT

WILLIAM G. HOFFMAN, P.E.
VICE-PRESIDENT

February 2, 1990

Ms. Sarah Greene, Planner
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

Subject: **Apple Ledge**

Dear Ms. Greene:

Enclosed please find updated site and recording plans depicting the proposed phases for the Apple Ledge project. As we discussed at the Planning Board Workshop on November 28, 1989, the owner is proposing three phases.

Phase I consists of the following constructed 14 units:

- 1 - A,B
- 2 - A,B
- 5 - A,B,C
- 6 - A,B
- 7 - A,B
- 18 - A,B,C

Phase IA consists of the foundations for the following 4 units:

- 3 - A,B
- 4 - A,B

This phase is not included in Phase I due to rules relating to financing the units. According to Mr. Shaw's attorney, this is the only way to structure the phasing so the units will qualify for a Veteran's Administration loan. Dividing Phase I into Phase IA and IB is strictly for marketing.

Phase II consists of the following unbuilt 25 units:

- 8 - A,B
- 9 - A,B,C
- 10 - A,B
- 11 - A,B,C
- 12 - A,B
- 13 - A,B
- 14 - A,B,C
- 15 - A,B,C
- 16 - A,B
- 17 - A,B,C

There are the following changes on the plans:

- 1) We have identified the phases by number and metes and bounds descriptions.
- 2) We have identified the units and foundations that have been constructed as of this date.
- 3) We have revised the parking areas to eliminate the narrow fingers of landscaping between the parking spaces.

On Monday, January 29, 1990, John Shaw and I met with Jeff Tarling, City Arborist. Mr. Tarling agreed with the concept of eliminating the landscaped fingers between the parking stalls, provided that the owner did not reduce the amount of plantings. As a result of the discussion, Mr. Shaw agreed to the following:

- 1) will keep the same amount of plantings and work with the City regarding the new placement (the City may exchange plants, shrubs, and trees on an equivalent cost basis).
- 2) will plant 4 or 5 red pines, 2 red maples, and some flowers between units 1 and 18 in order to screen the detention basin.
- 3) will plant 5 or 6 red pines and place some large boulders on the berm between Phases I and II.
- 4) will plant a red maple between units 4 and 5.
- 5) the pines will be 5-6' tall and the trees shall be a 2-1/2" caliper
- 6) the plantings and cover in the islands in Phase I were acceptable.

As a result of our meeting with Steve Harris, Paul Nieheff and Jeff Tarling on January 24, 1990, we agreed to the following:

- 1) DeLuca-Hoffman Associates, Inc. will calculate the pre and post development stormwater runoff tributary to detention basin A using the new SCS TR-55 methods. We will then discuss with Public Works permanent methods of restricting stormwater from the development.
- 2) A highway type catch basin with an open throat field inlet will be installed in the island in Phase II. The two drainage pipes will be connected to this catch basin.
- 3) The performance guarantees will be determined for the work. Preliminary indications are:
 - a) 2 year for paving for Phase I and Demerest Street
 - b) 6 months for uncompleted work in Phase I
 - c) discussion with Planning Department regarding the 10% defect guarantee, since only half of the project has been constructed.
- 4) Note on the plan that Apple Ledge will maintain the street light at Apple Ledge and Demerest Street if the street light is within the right of way.
- 5) Add notes regarding phasing contained in letter from Planning Department dated 1/19/90.

Our office believes this summarizes the discussions at our meetings. We will continue to work with Public Works regarding the surface drainage tributary to detention pond A.

If you have any questions or need more information, please contact me.

Very truly yours,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Michael J. DeLuca, P.E.
President

MJD/klv/JN273/273md

cc: J. Shaw, Shaw Enterprises



CITY OF PORTLAND

September 11, 1990

Ms. Cathy Williams
Peoples Heritage Bank
One Portland Square
P.O. Box 9540
Portland, Maine 04112-9540

RE: Apple Ledge Letter of Credit #26827A

Dear Cathy:

As we discussed on September 5, 1990, the finish paving for Apple Ledge Condominiums has been completed acceptably with the exception of some bituminous curbing which has not been placed in at least one area and some curb that was damaged and needs replacement.

When these items are completed acceptably, the City will release the current Letter of Credit #26827A with the understanding that the pavement will be guaranteed under the existing defect Letter of Credit which expires in March.

Also, prior to the release of the Letter of Credit #26827C, the City expects all remaining improvements; landscaping, jogging path, drainage, etc. be completed. We are currently working with the developer on these items. Please note these improvements are suppose to be completed by October 1, 1990, by the terms in the Letter of Credit.

Please call me at 874-8818 if you have any further questions.

Sincerely yours,

Paul Niehoff,
Materials Engineer

PN/bjm

cc: R. Bruce Ringrose, City Engineer
Sarah Greene, Planning
Nancy Knauber, Senior Technician
Steve Berg, Ruotolo Co.
7 Oak Hill Terrace
P.O. Box 310
Scarborough, Maine 04074

Desk File

FILE DESIGNATION: Apple Ledge Site Plan



CITY OF PORTLAND

George A. Flaherty
Director

RECEIVED

OCT 23 1990

PORTLAND PLANNING OFFICE

October 22, 1990

Catherine E. Williams
Peoples Heritage Bank
One Portland Square
P.O. Box 9540
Portland, Maine 04112-9540

Dear Catherine:

Subsequent to our meeting on September 26, 1990, Steve Berg has met with Jeff Tarling, the City Arborist. The remaining items in respect to landscaping are as follows:

1. Add 5 trees (already on site) between parking lot and detention basin by Unit 18.
2. Remove all dead trees.
3. Landcape 2 islands in parking spaces by units 6 and 7.

I believe this item would be covered under the current defect guarantee, even though some of the landscaping has never been planted. If needed, we can discuss the landscaping situation in more detail on the site.

Other items needing completion/correction are as follows:

1. Drainage behind units 6 and 7 - covered under the defect guarantee.
2. Street light repair at the end of Demerest Street - covered under the defect guarantee.
3. Bituminous curb by units 6 and 7 - covered under the letter of credit #26827A for finish paving.
4. Damaged bituminous curb (if it has not been repaired) by the detention pond - covered under the defect guarantee.
5. Bike Path - it is my understanding that Steve is to submit a plan to Sarah Green for approval and then contract for the work to be completed. This item is covered in letter of credit #26827C.

6. Clean sewer and verify invert elevations. Excavate stubs (2) to units 3 and 4 to determine condition and plug ends and insert plug in manhole at units 3 and 4. Excavate to determine the condition of the sewer stub going into Phase II. Plug at end and in manhole. This work needs to be completed to determine why debris is in sewer line and would be covered under the defect guarantee.

The City would also like to resolve the remaining issues regarding Phase I and the conditions relating to Phase II of the project, especially since winter is approaching. I can also understand the bank's concern regarding items not included in the 3 existing letter of credits. However, the City; naturally, is expecting the project to be constructed as approved, and I believe all involved are in agreement as to what needs to be completed.

Additionally, the defect guarantee is in effect until March 29, 1991, and if items become defective between now and then; irrespective of the above listed items, the City will expect them to be resolved in a timely manner.

As mentioned earlier, we would like to complete the remaining items as soon as possible so the project can be considered complete.

Thank you for your cooperation in these matters and, as always, if you have any questions please call me at 874-8838.

Sincerely yours,


PAUL NIEHOFF
MATERIALS ENGINEER

PN/cf

pc: William S. Boothby - Deputy City Engineer
Nancy Knauber - Senior Technician
Jeff Tarling - City Arborist
Sarah Greene - Planning Dept.
Michael Pearce - Beagle, Pearce, Feller & Ridge
P.O. Box 7044 DTS
Portland, ME 04112

Steve Berg - Routolo Companies
P.O. Box 310
Scarborough, ME 04074

S. Greene, Planning

Parks & Public Works



George A. Flaherty
Director

CITY OF PORTLAND

January 8, 1991

RECEIVED

JAN 14 1991

PORTLAND PLANNING OFFICE

Mr. James R. Lemieux
Beagle, Pearce, Feller and Ridge
P. O. Box 7044 DTS
24 City Center
Portland, Maine 04112

Re: Letter of January 2, 1991 Regarding Apple Ledge

Dear Mr. Lemieux:

This response to your letter of January 2, 1991 should hopefully clarify the letters of credit situation and the remaining items that need completion for the City to consider phase I of the Apple Ledge condominium project complete and acceptable.

Please see the attached, signed copy of letter of credit no. 26827-B. The expiration date in this letter of credit is March 29, 1991. I believe the letter of credit you referenced was the original letter that was submitted March 29, 1990, but was returned for revisions.

Letter of credit 26827-C has in fact expired as of January 1, 1991. The items covered by this letter of credit have been completed with the exception of the trees being planted on the berm. However, the required defect guarantee for these items was never posted, so I am therefore assuming that the current defect guarantee no. 26827-B which covers all phase I improvements, will cover these items because the intent of the defect letter of credit is for the entire phase. Additionally, a ten per cent defect guarantee covering these items is required.

Letter of credit no. 26827-A for finish paving does not expire until June 30, 1992. Prior to releasing this letter of credit a defect guarantee of \$1,750 will need to be posted to cover any defects in the paving.

The following list includes all the remaining items needing completion or resolution before the City will consider phase I acceptable.

1. Correction of the drainage situation behind units six and seven. It was my understanding that the design work for the drainage correction had begun sometime in November. However, that is the last time the issue was discussed, so I am unaware of the current status. The work correcting the drainage must be completed, because the drainage is being diverted onto

Page 2
Apple Ledge

the abutters' property, which is certainly a potential liability to the Association. This item would be covered under the defect letter of credit. If the work to correct the situation cannot be completed by the beginning of March the letter of credit must be extended.

2. It is my understanding that the sewer has been cleaned, but I have not received any information regarding the invert elevations or the condition of the sewer. I do know that a large amount of debris had been removed from the sewers. Throughout the history of this project the sewer has not appeared to function very well. The intention of the cleaning, etc., was to determine if in fact there is a problem with the sewer. This item is covered under the current defect guarantee. The City will need to receive a sewer condition report to ascertain if the sewer is functioning correctly.

3. On December 5, 1990, a large water ponding problem was observed between the front of units six and seven. This appears to be a defect in the grading of the lot and/or the grading of the parking area. Bituminous curb installation in this area should direct the runoff into the catch basin nearby.

4. Additional bituminous curb still needs to be installed by unit seven and the damaged curb by the detention basin needs correction as per my September 11, 1990 letter to Catherine Williams. The curb between units six and seven needs to be filled with loam and seeded and landscaping (see note 5a).

5. When the Planning Board approved the change of ownership and the phasing plan, the majority of the landscaped islands in the parking areas were deleted, with the requirement that the amount of landscaping would not be diminished. To satisfy the Planning Board, landscaping in at least the following areas is required. We will conduct an inspection for dead landscaping in the spring.

(a) As per October 22nd letter landscape the two islands in front of units six and seven.

(b) Landscape the berm at the phase II line as noted in Steve Berg's April 27, 1990 letter.

(c) Additional ground plantings - shrubs, flowers, etc., between units one and eighteen to screen the detention basin, also as noted in the April 27th letter.

Page 3
Apple Ledge

6. Install new globe on street light at the end of Demerest Street.
(covered under current defect guarantee)

7. Plans depicting all the revisions to the original approved plan, and depicting all field changes and current conditions need to be submitted. These plans shall be black line mylars.

8. Although not discussed previously, I believe the City needs a drainage maintenance agreement in respect to the detention pond. This is a normal requirement when a detention basin is involved to restrict stormwater runoff. I will be addressing this issue with the Planning Department to determine if it was an original requirement.

In summary, I believe the defect guarantee expires on March 29, 1991. The items previously mentioned in respect to the defect guarantee should have been corrected by now, but it is questionable whether they can be completed by the expiration date. If not, the expiration date will need to be extended by at least three (3) months to allow completion. This extension should be submitted to the City as soon as possible, or we will have no choice but to draw on the funds in the letter of credit.

To the best of my knowledge, if the aforementioned items are resolved acceptably, then the phase I requirements of the project will be considered complete. Until that time the project is considered incomplete.

Please call me if you have any further questions. I can be reached at 874-8838.

Sincerely yours,


W. Paul Niehoff
Materials Engineer

WPN/jmd

pc: Nadeen M. Daniels, Assistant City Manager
William S. Boothby, Deputy City Engineer
Nancy L. Knauber, Senior Technician
Jeff Tarling, City Arborist

Page 4
Apple Ledge

Sarah Greene, Planning
Catherine Williams - Peoples Heritage Bank
P. O. Box 9540
Portland, Maine 04112-9540
Steve Berg - Ruotolo Companies
7 Oak Hill Terrace
P. O. Box 310
Scarborough, ME 04074

Paul



ONE PORTLAND SQUARE
P.O. BOX 9540
PORTLAND, MAINE 04112-9540
207-761-8500

March 29, 1990

Mr. Joseph E. Gray
Portland Planning and Urban
Development
City of Portland
Portland, Maine 04101

RE: Apple Ledge Subdivision Phase I - North Deering
Portland, Maine
Irrevocable Letter of Credit #26827 B

Dear Mr. Gray:

Peoples Heritage Savings Bank hereby issues its Irrevocable Letter of Credit for the account of Apple Ledge Associates hereinafter referred to as The Developer, in the name of the City of Portland in the aggregate amount of \$28,700. The City of Portland may draw on the letter of credit by presentation of a sight draft in the event that The Developer fails by March 29, 1991 at The Developer's expense, to repair or replace any defect in the road and other improvements as set forth in the attached Schedule of Costs of Public Improvements. Said draft shall be accompanied by a written certification that The Developer has failed to complete or repair such work and shall specify the items which have not been completed and the cost of said improvements.

Upon completion of any repairs or replacement, The Developer or the Bank will notify the City of Portland for inspections.

The City of Portland shall notify The Developer and/or the Bank of any defects prior to drawing under the letter of credit and must give The Developer and Bank the opportunity to repair or replace said defects.

This letter of credit will automatically expire on March 29, 1991.

The credit may be drawn upon by the City for any specific repair or replacement of any line item, but must be supported by written documentation stating the cost of repair or replacement of each specific item.

Drafts drawn upon this credit must be for Phase I of Apple Ledge Subdivision and to complete any work which is outlined above which was not repaired or replaced by The Developer on or before March 29, 1991. Drafts must be accompanied by itemized statements showing cost of work to be completed and must be submitted to Peoples Heritage Savings Bank no later than March 29, 1991.

Mr. Joseph E. Gray
Irrevocable Letter of Credit #26827 B
March 29, 1990
Page 2

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored. However, other than the payment of monies as authorized hereunder, Peoples Heritage Savings Bank shall not guarantee the performance of The Developer to the City of Portland.

Very truly yours,

Peoples Heritage Savings Bank

BY: Richard C. Blake
Vice President

The City of Portland Planning Board has accepted the providing of alternative security for The Developer's obligations to be performed pursuant to Section 14-501 (a) of the Portland City Code.

BY: Joseph E. Gray
PORTLAND PLANNING AND URBAN
DEVELOPMENT

DATED: 5/18/90

SEEN AND AGREED TO:

Apple Ledge Associates

Its President

Date

D. Allen
Director of Finance

5/24/90
Date

Approved per Section 14-501 (a)
Portland City Code

Natalie L. P...
Corporation Counsel
Approved per Section 14-501 (a)
Portland City Code

5/18/90
Date

SCHEDULE OF COST OF PUBLIC IMPROVEMENTS

This Letter of Credit shall serve as a defect guarantee for all work in Phase I of the Apple Ledge Condominium project in North Deering.

List to be provided by the City of Portland.

Apple Ledge

774-9753

Item	Quantity	Unit Cost	Total
1. Roads			
a. Demerest Street	110 ln. ft.	\$70	\$7,700
b. Private Roads	1490 ln. ft.	\$70	\$104,300
2. Sidewalks	110 ln. ft.	\$10	\$1,100
3. Curbs	3200 ln. ft.	\$25	\$80,000
4. Granite Curb			
Demerest St. only	240 ln. ft.	\$40	\$9,600
5. Fine Grading			
a. Demerest Street	110 ln. ft.	\$35	\$3,850
b. Private Roads	1490 ln. ft.	\$35	\$52,150
6. Lawn	43 units	\$1,100	\$47,300
7. Landscaping			\$40,000
8. Site Lighting	19 each	\$600	\$11,400
9. Wiring	3000 ln. ft.	\$1.52	\$4,560
10. Water, 8"-2"	8" 900 ln. ft.	\$23.30	\$37,280
11. Fire Hydrant	2	\$1,500	\$3,000
12. Sanitary Sewer	6", 4" / 1890 ft.	\$25	\$47,250
a. Demerest Street	110 ln. ft.	\$25	\$2,750
13. Manholes	7	\$1,500	\$4,500
14. Storm Drain Lines	700 ft.	\$20	\$14,000
15. Catch Basins	8	\$1,500	\$12,000
16. Detention Areas	3		\$18,500
17. Erosion Control			\$3,500
I. Estimate of Improvements Demerest Street			\$25,000
II. Estimate of Improvements Private Roads			\$479,140
Total Estimate			\$504,140



George A. Flaherty
Director

CITY OF PORTLAND

December 19, 1990

RECEIVED

DEC 20 1990

PORTLAND PLANNING OFFICE

Mr. Steve Berg
Routolo Companies
P. O. Box 310
Scarborough, ME 04074

Re: Appleledge Fike Path

Dear Steve,

Apparently the city needs to notify the bank when the bike path is completed in order for Duane Ryder to receive payment. By copy of this letter to Cathy Williams at Peoples Heritage Bank the city makes notification that the bike path has been completed acceptably.

However, this notification of completion in no way should be construed as a reduction in the letter of credit. As stated in my December 7th letter we still need a defect guarantee posted prior to release of any existing letter of credit.

Please call me with an update status or if you have any questions.

Sincerely yours,

W. Paul Niehoff
Materials Engineer

WPN/jmd

pc: W. Boothby, Deputy City Engineer
N. Knauber, Assistant Engineer
~~S. Greene~~, Senior Planner
Cathy Williams, Peoples Heritage Bank
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540



CITY OF PORTLAND

February 8, 1991

Mr. Steve Berg
Ruotolo Companies
P. O. Box 310
7 Oak Hill Terrace
Scarborough, ME 04074

RE: APPLELEDGE COMPLETION

Dear Steve,


On January 8, 1991 I sent James R. Lemieux a response (copy attached) to his letter of January 2, 1991.

I appreciated your response regarding the condition of the sewer although as we discussed on the site at various times, I expected a more detailed report with specific invert elevations et cetera in an attempt to determine if the flow characteristics were correct. Please make an effort to submit any additional information you may have available.

We also need a response as soon as possible regarding all the items specified in my letter of January 8th. Please respond by February 21, 1991 as to the resolutions of these items. If we do not receive satisfactory resolutions, the City may have to initiate a draw down on the defect letter of credit.

Please call me if you have any questions.

Sincerely yours,
CITY OF PORTLAND


W. Paul Niehoff
Materials Engineer

WPN/jmd

pc: W. Boothby, Deputy City Engineer
S. Greene, Planning
N. Knauber, Senior Technician

Attachments



CITY OF PORTLAND

January 8, 1991

Mr. James R. Lemieux
Beagle, Pearce, Feller and Ridge
P. O. Box 7044 DTS
24 City Center
Portland, Maine 04112

Re: Letter of January 2, 1991 Regarding Apple Ledge

Dear Mr. Lemieux:

This response to your letter of January 2, 1991 should hopefully clarify the letters of credit situation and the remaining items that need completion for the City to consider phase I of the Apple Ledge condominium project complete and acceptable.

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Letter of credit 26827-C has in fact expired as of January 1, 1991. The items covered by this letter of credit have been completed with the exception of the trees being planted on the berm. However, the required defect guarantee for these items was never posted, so I am therefore assuming that the current defect guarantee no. 26827-B which covers all phase I improvements, will cover these items because the intent of the defect letter of credit is for the entire phase. Additionally, a ten per cent defect guarantee covering these items is required.

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Page 2

Apple Ledge

the abutters' property, which is certainly a potential liability to the Association. This item would be covered under the defect letter of credit. If the work to correct the situation cannot be completed by the beginning of March the letter of credit must be extended.

2. It is my understanding that the sewer has been cleaned, but I have not received any information regarding the invert elevations or the condition of the sewer. I do know that a large amount of debris had been removed from the sewers. Throughout the history of this project the sewer has not appeared to function very well. The intention of the cleaning, etc., was to determine if in fact there is a problem with the sewer. This item is covered under the current defect guarantee. The City will need to receive a sewer condition report to ascertain if the sewer is functioning correctly.

3. On December 5, 1990, a large water ponding problem was observed between the front of units six and seven. This appears to be a defect in the grading of the lot and/or the grading of the parking area. Bituminous curb installation in this area should direct the runoff into the catch basin nearby.

4. Additional bituminous curb still needs to be installed by unit seven and the damaged curb by the detention basin needs correction as per my September 11, 1990 letter to Catherine Williams. The curb between units six and seven needs to be filled with loam and seeded and landscaping (see note 5a).

5. When the Planning Board approved the change of ownership and the phasing plan, the majority of the landscaped islands in the parking areas were deleted, with the requirement that the amount of landscaping would not be diminished. To satisfy the Planning Board, landscaping in at least the following areas is required. We will conduct an inspection for dead landscaping in the spring.

(a) As per October 22nd letter landscape the two islands in front of units six and seven.

(b) Landscape the berm at the phase II line as noted in Steve Berg's April 27, 1990 letter.

(c) Additional ground plantings - shrubs, flowers, etc., between units one and eighteen to screen the detention basin, also as noted in the April 27th letter.

Page 3
Apple Ledge

6. Install new globe on street light at the end of Demerest Street. (covered under current defect guarantee)

7. Plans depicting all the revisions to the original approved plan, and depicting all field changes and current conditions need to be submitted. These plans shall be black line mylars.

8. Although not discussed previously, I believe the City needs a drainage maintenance agreement in respect to the detention pond. This is a normal requirement when a detention basin is involved to restrict stormwater runoff. I will be addressing this issue with the Planning Department to determine if it was an original requirement.

In summary, I believe the defect guarantee expires on March 29, 1991. The items previously mentioned in respect to the defect guarantee should have been corrected by now, but it is questionable whether they can be completed by the expiration date. If not, the expiration date will need to be extended by at least three (3) months to allow completion. This extension should be submitted to the City as soon as possible, or we will have no choice but to draw on the funds in the letter of credit.

To the best of my knowledge, if the aforementioned items are resolved acceptably, then the phase I requirements of the project will be considered complete. Until that time the project is considered incomplete.

Please call me if you have any further questions. I can be reached at 874-8838.

Sincerely yours,



W. Paul Niehoff
Materials Engineer

WPN/jmd

pc: Nadeen M. Daniels, Assistant City Manager
William S. Boothby, Deputy City Engineer
Nancy L. Knauber, Senior Technician
Jeff Tarling, City Arborist

Page 4

Apple Ledge

Sarah Greene, Planning

Catherine Williams - Peoples Heritage Bank

P. O. Box 9540

Portland, Maine 04112-9540

Steve Berg - Ruotolo Companies

7 Oak Hill Terrace

P. O. Box 310

Scarborough, ME 04074

Paul



Peoples
Heritage
Bank

ONE PORTLAND SQUARE
P.O. BOX 9540
PORTLAND, MAINE 04112-9540
207-761-8500

March 29, 1990

Mr. Joseph E. Gray
Portland Planning and Urban
Development
City of Portland
Portland, Maine 04101

RE: Apple Ledge Subdivision Phase I - North Deering
Portland, Maine
Irrevocable Letter of Credit #26827 B

Dear Mr. Gray:

Peoples Heritage Savings Bank hereby issues its Irrevocable Letter of Credit for the account of Apple Ledge Associates hereinafter referred to as The Developer, in the name of the City of Portland in the aggregate amount of \$28,700. The City of Portland may draw on the letter of credit by presentation of a sight draft in the event that The Developer fails by March 29, 1991 at The Developer's expense, to repair or replace any defect in the road and other improvements as set forth in the attached Schedule of Costs of Public Improvements. Said draft shall be accompanied by a written certification that The Developer has failed to complete or repair such work and shall specify the items which have not been completed and the cost of said improvements.

Upon completion of any repairs or replacement, The Developer or the Bank will notify the City of Portland for inspections.

The City of Portland shall notify The Developer and/or the Bank of any defects prior to drawing under the letter of credit and must give The Developer and Bank the opportunity to repair or replace said defects.

This letter of credit will automatically expire on March 29, 1991.

The credit may be drawn upon by the City for any specific repair or replacement of any line item, but must be supported by written documentation stating the cost of repair or replacement of each specific item.

Drafts drawn upon this credit must be for Phase I of Apple Ledge Subdivision and to complete any work which is outlined above which was not repaired or replaced by The Developer on or before March 29, 1991. Drafts must be accompanied by itemized statements showing cost of work to be completed and must be submitted to Peoples Heritage Savings Bank no later than March 29, 1991.

Mr. Joseph E. Gray
Irrevocable Letter of Credit #26827 B
March 29, 1990
Page 2

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored. However, other than the payment of monies as authorized hereunder, Peoples Heritage Savings Bank shall not guarantee the performance of The Developer to the City of Portland.

Very truly yours,

Peoples Heritage Savings Bank

BY: Richard Blake
Vice President

The City of Portland Planning Board has accepted the providing of alternative security for The Developer's obligations to be performed pursuant to Section 14-501 (a) of the Portland City Code.

BY: Joseph E. Gray
PORTLAND PLANNING AND URBAN
DEVELOPMENT

DATED: 5/18/90

SEEN AND AGREED TO:

Apple Ledge Associates

Its President

Date

D. Allen
Director of Finance
Approved per Section 14-501 (a)
Portland City Code

5/24/90

Date

Natalie L. Purson
Corporation Counsel
Approved per Section 14-501 (a)
Portland City Code

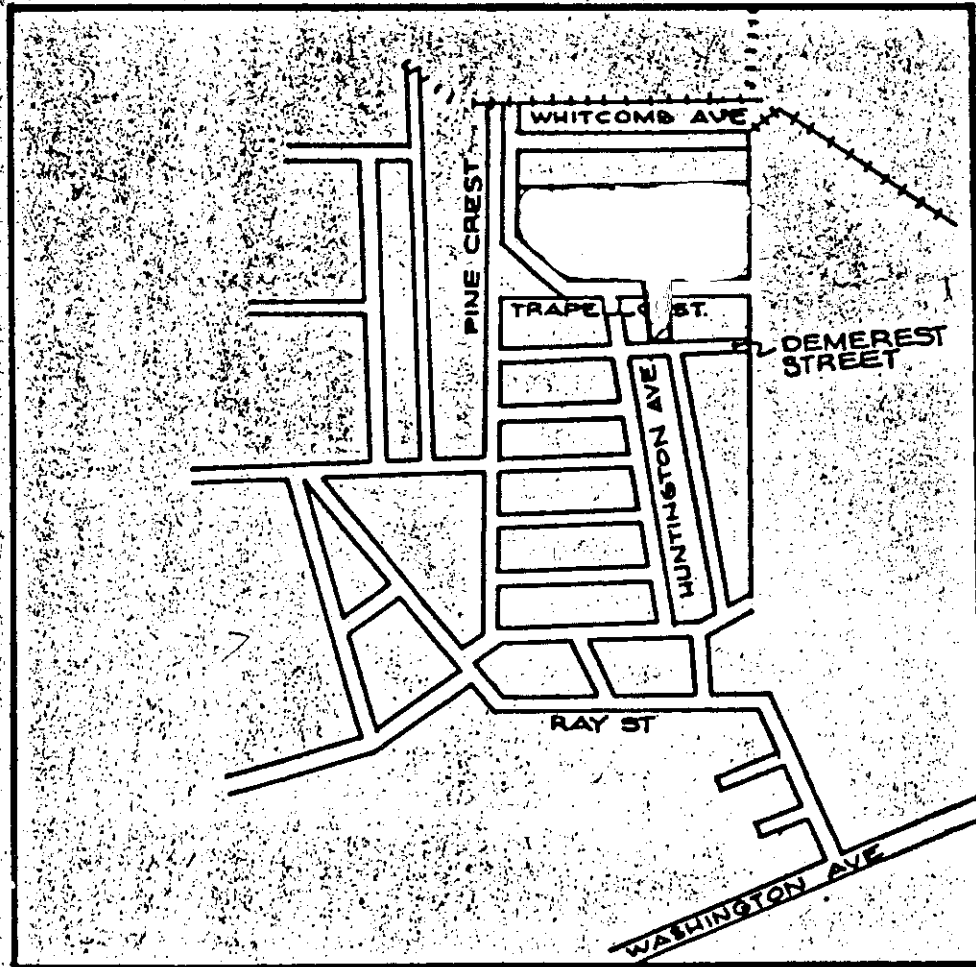
5/16/90

Date

SCHEDULE OF COST OF PUBLIC IMPROVEMENTS

This Letter of Credit shall serve as a defect guarantee for all work in Phase I of the Apple Ledge Condominium project in North Deering.

List to be provided by the City of Portland.



LOCATION MAP

Phase II consists of the following unbuilt 25 units:

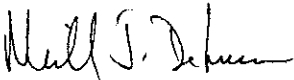
- 8 - A,B
- 9 - A,B,C
- 10 - A,B
- 11 - A,B,C
- 12 - A,B
- 13 - A,B
- 14 - A,B,C
- 15 - A,B,C
- 16 - A,B
- 17 - A,B,C

Also included is a sketch of the proposed changes to the parking areas. The original design had a group of fingers with two parking spaces in each finger. The fingers were separated by narrow landscaped strips of open areas. This design is very difficult to construct, maintain, and plow during the winter. In areas with more than two fingers, we propose to combine the parking areas so there is one large landscaped area as opposed to several smaller ones. The large area will be the same area as the combination of the smaller areas and there will be no net loss of open space or plantings. We propose this design for all other phases.

We thank you for your consideration of these items and look forward to the board meeting on January 9, 1990. In the meantime, if you have any questions or need more information, please contact me.

Very truly yours,

DeLUCA HOFFMAN ASSOCIATES, INC.



Michael J. DeLuca, P.E.
President

cc: J. Shaw, Shaw Enterprises

A:273MD

RECEIVED DEC 28 1989

DeLUCA - HOFFMAN ASSOCIATES, INC.

CONSULTING ENGINEERS
778 MAIN STREET
SUITE EIGHT
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

MICHAEL J. DELUCA, P.E.
PRESIDENT

WILLIAM G. HOFFMAN, P.E.
VICE-PRESIDENT

December 27, 1989

Ms. Sarah Greene, Planner
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

Subject: **Apple Ledge**

Dear Ms. Greene:

Enclosed please find a drawing depicting the proposed phases for the Apple Ledge project. As we discussed at the Planning Board Workshop on November 28, 1989, the owner is proposing three phases.

Phase I consists of the following constructed 14 units:

- 1 - A,B
- 2 - A,B
- 5 - A,B,C
- 6 - A,B
- 7 - A,B
- 18 - A,B,C

Phase IA consists of the foundations for the following 4 units:

- 3 - A,B
- 4 - A,B

This phase is not included in Phase I due to rules relating to financing the units. According to Mr. Shaw's attorney, this is the only way to structure the phasing so the units will qualify for a Veteran's Administration loan. Dividing Phase I into Phase IA and IB is strictly for marketing.



RECEIVED

AUG 13 1990

PORTLAND PLANNING OFFICE

August 10, 1990

Sarah Greene
Planning & Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Sarah:

Thank you for taking the time to meet with me to discuss alternatives to the jogging trail at Apple Ledge. As I mentioned, a bicycling path which will connect with Pine Grove Ave. (paper street) which leads on to further trails would most likely get regular usage vs. the approved jogging trail. The bike path, of course, could also be used by joggers. The cost estimates to construct the bike path run even with the jogging trail.

I look forward to your decision. In the interim, please do not hesitate to call if I can be of any assistance.

Sincerely,



Steven M. Berg

cc: Paul Niehoff, Materials Engineer
Cathy Williams, Peoples Heritage Bank

CITY OF PORTLAND

January 19, 1990

John Shaw
475 Stevens Avenue
Portland, Maine, 04103

Dear John:

The following notes must be added to the amended recording plat for Phase I of the Apple Ledge Subdivision.

1. On July 15, 1987, the Planning Board executed the recording plat for all of the Apple Ledge Subdivision. The plat was recorded on _____ in the Cumberland County Registry of Deeds in Plan Book #163, Page 69. The Planning Board voted on _____ (Planning Board Public Hearing Date) to modify the plan for Apple Ledge to allow for a sectional recording of the subdivision.

2. The approval of this recording by the Planning Board is for Phase I only. Subphases Ia and II shall not be built until recording plats for the subphases are executed by the Planning Board, recorded, and the performance guarantees are posted with the City.

Phase Ia must be recorded to maintain subdivision approval within 3 years after the approval of the sectional recording on _____ (Planning Board Public Hearing Date.) The remaining second phase recording plat must be recorded within 5 years of _____ (Planning Board Hearing Date) to maintain subdivision approval.

3. The original performance guarantee for the entire Apple Ledge Subdivision will not be released until:

- a. A 6-month performance guarantee has been posted for incomplete improvements of Phase I; and
- b. A separate two-year performance guarantee has been posted for finish paving.

Both of these performance guarantees shall be posted prior to recording of the Phase I plat.

John Shaw
January 19, 1990
Page 2

Please call if you have any questions.

Sincerely,

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

Sarah Greene,
Planner

SG/abm

cc: Alex Jaegerman, Chief Planner
W. Paul Niehoff, Materials Engineer
Stephen K. Harris, Planning Engineer
Natalie Burns, Associate Corporation Counsel
Jeff Tarling, City Aborist

CITY OF PORTLAND

July 12, 1990

Steven M. Berg
Apple Ledge Associates
Ruotolo Companies
7 Oak Hill Terrace
P.O. Box 310
Scarborough, ME 04074

RE: Apple Ledge Jogging Trail

Dear Mr. Berg:

It has come to our attention that you are investigating alternatives to the jogging trail as previously approved by the Planning Board for the Apple Ledge Condominium Development. Such a revision could be reviewed administratively, yet any alternate active recreation space proposed must be of equal or greater quality to that of the approved trail.

Please submit any alternative suggestions for staff review at your earliest possible convenience. If you have any questions, please call.

Sincerely,



✓ Sarah Greene
Planner

cc: Alexander Jaegerman, Chief Planner
Paul Niehoff, Materials Engineer
Steve Harris, Planning Engineer
Jeff Tarling, City Arborist
Natalie Burns, Associate Corporation Counsel

CITY OF PORTLAND, MAINE
MEMORANDUM

RECEIVED

AUG 20 1990

PORTLAND PLANNING OFFICE

TO: Jennifer Babcock, Finance/Administration
FROM: Paul Niehoff, Materials Engineer *PN*
DATE: August 16, 1990
SUBJECT: Apple Ledge Letter of Credit #26827 \$504,140

Jennifer, as we discussed, I have no problem with returning the letter of credit referenced above.

Sorry it wasn't done in the correct sequence.

PN/sr

pc: Sarah Green, Planning/Urban Development

DeLUCA - HOFFMAN ASSOCIATES, INC.

CONSULTING ENGINEERS
778 MAIN STREET
SUITE EIGHT
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

MICHAEL J. DELUCA, P.E.
PRESIDENT

WILLIAM G. HOFFMAN, P.E.
VICE-PRESIDENT

February 2, 1990

Ms. Sarah Greene, Planner
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

Subject: Apple Ledge

Dear Ms. Greene:

Enclosed please find updated site and recording plans depicting the proposed phases for the Apple Ledge project. As we discussed at the Planning Board Workshop on November 28, 1989, the owner is proposing three phases.

Phase I consists of the following constructed 14 units:

- 1 - A,B
- 2 - A,B
- 5 - A,B,C
- 6 - A,B
- 7 - A,B
- 18 - A,B,C

Phase IA consists of the foundations for the following 4 units:

- 3 - A,B
- 4 - A,B

This phase is not included in Phase I due to rules relating to financing the units. According to Mr. Shaw's attorney, this is the only way to structure the phasing so the units will qualify for a Veteran's Administration loan. Dividing Phase I into Phase IA and IB is strictly for marketing.

Phase II consists of the following unbuilt 25 units:

- 8 - A,B
- 9 - A,B,C
- 10 - A,B
- 11 - A,B,C
- 12 - A,B
- 13 - A,B
- 14 - A,B,C
- 15 - A,B,C
- 16 - A,B
- 17 - A,B,C

There are the following changes on the plans:

- 1) We have identified the phases by number and metes and bounds descriptions.
- 2) We have identified the units and foundations that have been constructed as of this date.
- 3) We have revised the parking areas to eliminate the narrow fingers of landscaping between the parking spaces.

On Monday, January 29, 1990, John Shaw and I met with Jeff Tarling, City Arborist. Mr. Tarling agreed with the concept of eliminating the landscaped fingers between the parking stalls, provided that the owner did not reduce the amount of plantings. As a result of the discussion, Mr. Shaw agreed to the following:

- 1) will keep the same amount of plantings and work with the City regarding the new placement (the City may exchange plants, shrubs, and trees on an equivalent cost basis).
- 2) will plant 4 or 5 red pines, 2 red maples, and some flowers between units 1 and 18 in order to screen the detention basin.
- 3) will plant 5 or 6 red pines and place some large boulders on the berm between Phases I and II.
- 4) will plant a red maple between units 4 and 5.
- 5) the pines will be 5-6' tall and the trees shall be a 2-1/2" caliper
- 6) the plantings and cover in the islands in Phase I were acceptable.

As a result of our meeting with Steve Harris, Paul Nieheff and Jeff Tarling on January 24, 1990, we agreed to the following:

- 1) DeLuca-Hoffman Associates, Inc. will calculate the pre and post development stormwater runoff tributary to detention basin A using the new SCS TR-55 methods. We will then discuss with Public Works permanent methods of restricting stormwater from the development.
- 2) A highway type catch basin with an open throat field inlet will be installed in the island in Phase II. The two drainage pipes will be connected to this catch basin.
- 3) The performance guarantees will be determined for the work. Preliminary indications are:
 - a) 2 year for paving for Phase I and Demerest Street
 - b) 6 months for uncompleted work in Phase I
 - c) discussion with Planning Department regarding the 10% defect guarantee, since only half of the project has been constructed.
- 4) Note on the plan that Apple Ledge will maintain the street light at Apple Ledge and Demerest Street if the street light is within the right of way.
- 5) Add notes regarding phasing contained in letter from Planning Department dated 1/19/90.

Our office believes this summarizes the discussions at our meetings. We will continue to work with Public Works regarding the surface drainage tributary to detention pond A.

If you have any questions or need more information, please contact me.

Very truly yours,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Michael J. DeLuca, P.E.
President

MJD/klv/JN273/273md

cc: J. Shaw, Shaw Enterprises

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Sarah Greene, Planner

FROM: Steve Harris, Planning Engineer
Paul Niehoff, Materials Engineer

DATE: February 27, 1990

SUBJECT: Appleledge

After extensive review, the sectional recording plan for Appleledge meets Parks and Public Works technical and design standards and we recommend approval based upon the execution of the conditions of approval noted on the recording plat and the memorandum in Planning Packet #3-90.

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: Sarah Greene, Planner

FROM: Jeff Tarling, City Arborist

DATE: February 27, 1990

SUBJECT: Apple Ledge Subdivision

I have reviewed the revised subdivision plat for the Apple Ledge Subdivision and I approve of the changes made to the parking areas. The applicant has agreed to submit a revised landscaping plan which would include the following:

- That the applicant will maintain the same amount of plantings at the site and work with the City regarding any new placement or exchange of species;
- That the applicant will revise the landscaping plan to include 5 red pines, 2 red maples, and flowers between units 1 and 18 in order to screen the detention basin and revise the landscaping plan to reflect the additional plantings to the parking islands as discussed.
- That the applicant will include a red maple between units 4 and 5 on the landscaping plan.
- That the pine trees planted will be 5-6' tall and the trees shall be a 2 1/2" caliper.



EXCAVATING CONTRACTOR
SAND - GRAVEL - LOAM - SCREENED PRODUCTS

P.O. BOX 381, NORTH WINDHAM, MAINE 04062

(207) 892-4124

FAX (207) 892-0008

DATE: May 27, 1997
TO: City of Portland
FROM: C.R. Tandberg, Inc.
NUMBER OF PAGES INCLUDING COVER SHEET: 2

IF YOU DO NOT RECEIVE THE TOTAL NUMBER OF PAGES SENT PLEASE CALL US AT (207) 892-4124.

ATTN. Rick Knowlin:

Estimate that you requested.
if any questions, please call.

Copley Woods

Sincerely
Jue Tandberg



C.R. TANDBERG INC.
EXCAVATING CONTRACTOR
SAND - GRAVEL - LOAM - SCREENED PRODUCTS

P.O. BOX 381, NORTH WINDHAM, MAINE 04062

(207) 892-4124

FAX (207) 892-0008

May 1, 1997

KTO Investments
P.O. Box 1755
Windham, ME 04062
Att: Tony Vance

Re: Estimate for road work at Copley Woods; Portland, ME

Install erosion control measures.	\$ 3,907.00
Grub roadway, destump, haul off stumps to legal dump site, and strip loam.	\$ 4,802.00
Handle mats for blasters.	\$ 4,000.00
Subgrade roadway.	\$ 37,990.00
Install storm drainage system, sewer, and water main.	\$114,421.00
Install utility trenches with conduit and light pole bases.	\$ 15,976.00
Gravel roadway and sidewalk and driveway entrances.	\$ 35,927.00
Install granite curbing.	\$ 4,319.00
Loam in disturbed areas seed and hay.	\$ 4,000.00
Total Estimate	\$225,342.00

Install pavement sidewalks and curbing as follows:

Work to be done by Blue Rock Industries.	
Fine grad and 2" B-Mix road only.	\$ 12,345.00
Surface road, pave sidewalks, install curb in 1997.	\$ 17,313.00
If finish work is don in 1998.	\$ 17,982.00

Not included in above estimates:

- Permit fees, town fees, CMP fees, PWD fees, bonding, etc.
- Striping of pavement.
- Layout or engineering.
- Anchor bolts and bolt pattern for light pole bases.
- Light poles.
- Blasting of ledge or removal of.
- Cutting trees or disposal of.
- Landscaping.

In Witness Whereof, the said, KTO BUILDERS, INC. has caused this instrument to be executed by its President, Tony Vance authorized this ___ day of the month of _____, 1997.

*Signed Sealed and Delivered
in presence of*

KTO BUILDERS, INC.

By: _____
Tony Vance, President

*State of Maine,
County of CUMBERLAND, ss.*

_____, 1997.

Then personally appeared the above-named Tony Vance, in his said capacity and acknowledged the within instrument to be his free act and deed and the free act and deed of said Corporation.

Before me,

Notary Public
Attorney at Law

Printed name: _____

MICHAEL D. COOPER
ATTORNEY AT LAW

MICHAEL D. COOPER, ESQ.
TEL: (207) 854-9761

PAMELA A. DOUGHTY, PARALEGAL
FAX: (207) 856-2686

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Rick Knowland	Michael Cooper, Esq.
COMPANY:	DATE:
Planning Dept - City of Portland	July 10, 1997
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
756-8258	3
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
874-8300	
RE:	YOUR REFERENCE NUMBER:
Copley Woods	Tony Vance

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Dear Mr. Knowland:

Attached hereto is the proposed Easement Deed for the Copley Woods Project. If you need anything further, please do not hesitate to contact me.

*NATALIE
COULD YOU REVIEW THIS?
THE EASEMENT SHOULD ALLOW
PASSAGE THROUGH THE ROADWAY
OF COPLEY WOODS*

*THANK
RK*

EASEMENT DEED

Know all Men by these Presents,

That, KTO BUILDERS, INC., a corporation organized and existing under the Laws of the State of Maine with offices at Windham, Maine *in consideration of* the approval by the Portland Planning Board of the Copley Woods Subdivision *the receipt whereof it does hereby acknowledge, does hereby, remise, release, bargain, sell and convey and forever quitclaim unto the said,* THE CITY OF PORTLAND, a municipal corporation organized and existing under the laws of the State of Maine with offices at 389 Congress Street, Portland, Maine, its successors *and assigns forever,*

A PERMANENT EASEMENT in common with Grantor his successors and assigns, over a certain lot or parcel of land located northeasterly of the terminus of Huntington Avenue in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

All that land within the bounds of a certain private way identified as Copley Woods Circle including the sidewalks adjacent thereto on a Plan entitled "P.R.V.D. Lot Plan, Copley Woods, Portland, Maine, made for KTO Builders, Inc. by Sawyer Engineering and Surveying, Inc." dated _____ and recorded at the Cumberland County Registry of Deeds in Plan Book _____, Page _____.

The Purpose of this easement is to provide public pedestrian and bicycle access to and from Huntington Avenue to the public walkway and bicycle path located northwesterly and northerly of the Copley Woods (P.R.V.D.), which walkway and bicycle path are within the right of way of Pine Grove Avenue, a proposed but unbuilt street, as shown on the above referenced plan.

The purpose of this easement is to provide a turnaround for vehicles using Huntington Avenue, including City of Portland road maintenance, snow removal, snow storage, public safety and other public service vehicles and for the public.

Said easement being over a portion of the premises conveyed to KTO Builders, Inc. by APEX, Inc. by Quit-claim Deed dated September 27, 1994 and recorded at the Cumberland County Registry of Deeds in Book 11657, Page 79.

To have and to hold the same, together with all the privileges and appurtenances therunto belonging, to the said CITY OF PORTLAND, its successors and assigns forever.

And it does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to it the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under the said KTO BUILDERS, INC.

← ?
- has PW reviewed description for this?