



Joseph E. Gray Jr.
Director

CITY OF PORTLAND

March 14, 2001

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

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

Dear Mr. Jakes:

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

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

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

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

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

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

20010020

I. D. Number

Riverside Corporation

Applicant

22 Riverside Street, Portland, ME

Applicant's Mailing Address

Associate Design Partners

Consultant/Agent

878-1751

878-1788

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply):

Office Retail Manufacturing Warehouse/Distribution New Building Building Addition Change Of Use Residential

Parking Lot Other (specify) gravel storage area

Proposed Building square Feet or # of Units 33,000 sf

Acreage of Site B4

Zoning

222 - 222 Riverside St, Portland, Maine

Address of Proposed Site

316-B-004/267-A-004

Assessor's Reference: Chart-Block-Lot

Check Review Required:

Site Plan

(major/minor)

Subdivision

of lots

PAD Review

14-403 Streets Review

Flood Hazard

Shoreland

Historic Preservation

DEP Local Certification

Zoning Conditional

Zoning Variance

Other

Use (ZBA/PB)

Fees Paid:

Site Plan \$400.00

Subdivision

Engineer Revis

Date: 2/20/01

Fire Approval Status:

Approved

ap/maz

Approved w/Conditions

see attache

Denied

Reviewer _____

Approval Date _____

Approval Expiration _____

Extension to _____

Additional Sheets

Attached

Condition Compliance

signature _____

date _____

Performance Guarantee

Required*

Not Required

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

Performance Guarantee Accepted

date _____

amount _____

expiration date _____

Inspection Fee Paid

date _____

amount _____

Building Permit Issue

date _____

Performance Guarantee Reduced

date _____

remaining balance _____

signature _____

Temporary Certificate of Occupancy

date _____

Conditions (See Attached)

expiration date _____

Final Inspection

date _____

signature _____

Certificate of Occupancy

date _____

Performance Guarantee Released

date _____

signature _____

Defect Guarantee Submitted

submitted date _____

amount _____

expiration date _____

Defect Guarantee Released

date _____

signature _____

St. Mac Long etc

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

20010020

I. D. Number

Riverside Corporation

Applicant

22 Riverside Street, Portland, ME

Applicant's Mailing Address

Associate Design Partners

Consultant/Agent

878-1751

878-1788

Applicant or Agent Daytime Telephone, Fax

2/20/01

Application Date

33,000 sf gravel storage area

Project Name/Description

222 - 222 Riverside St. Portland, Maine

Address of Proposed Site

316-B-004/267-A-004

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential

Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) gravel storage area

Proposed Building square Feet or # of Units 33,000 sf

Acresage of Site

B4

Zoning

Check Review Required:

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

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

Inspections Approval Status:

- Approved Approved w/Conditions see attache Denied Not Required
- Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached _____
- Condition Compliance _____ signature _____ date _____

Inspections

Performance Guarantee Required* Not Required

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

- Performance Guarantee Accepted _____ date _____ amount _____ expiration date _____
- Inspection Fee Paid _____ date _____ amount _____
- Building Permit Issue _____ date _____
- Performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____
- Temporary Certificate of Occupancy _____ date _____ Conditions (See Attached) _____ expiration date _____
- Final Inspection _____ date _____ signature _____
- Certificate Of Occupancy _____ date _____
- Performance Guarantee Released _____ date _____ signature _____
- Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date _____
- Defect Guarantee Released _____ date _____ signature _____

Inspection Services
Michael J. Nugent
Manager



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND LEGAL NOTICE

February 16, 2001

Site Location: 222 Riverside Street
Nature of Project: 33,000 s.f. gravel storage
area for landscaping products
C/B/L: 316-B-004/267-A-004

Dear Property Owner;

A Minor Site Plan Application was submitted to the City of Portland Inspections Office on February 14, 2001 from Associate Design Partners, representing Riverside Corporation. The applicant is requesting to construct a 33,000 s.f. gravel storage area for landscaping products after removing the old railroad bed.

In accordance with section 14-32.3 of the Portland Land Use Ordinance notices of site plan applications must be sent to immediate abutters.

The review of the application is now starting and it must go through several steps prior to approval, including staff technical review and possible Planning Board approval, which may include a public hearing.

The technical submissions are available in the Planning Office, 389 Congress St., 4th floor.

02/16/2001

1:52 PM

HD DEVELOPMENT OF MARYLAND INC
2455 PACES FERRY RD
ATLANTA, GA 30339

WICKES LUMBER COMPANY
706 DEERPATH DR
VERNON HILLS, IL 60061

12/16/2001

1:52 PM

Labels Requested For CBL:

315 B001

315 B002

316 B002

316 B044

Site Review Pre-Application
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling
or Commercial Structures and Additions Thereto

In the interest of processing your application in the quickest possible manner, please complete the information below for Site Plan Review

NOTEIf you or the property owner owes real estate or personal property taxes or user charges on ANY PROPERTY within the City, payment arrangements must be made before permits of any kind are accepted.**

222 RIVERSIDE CORPORATION

02 | 12 | 01

Applicant
222 RIVERSIDE ST.

Application Date
SITE PLAN

Applicant's Mailing Address
ASSOCIATED DESIGN PARTNERS

Project Name/Description
222 RIVERSIDE ST.

Consultant/Agent
PH: 878-1751 FAX: 878-1788
331000

Address Of Proposed Site
~~222 RIVERSIDE ST~~

Applicant/Agent Daytime telephone and FAX SAME

Assessor's Reference, Chart#, Block, Lot# 316 B 004

Proposed Development (Check all that apply) New Building Building Addition Warehouse/Distribution Other(Specify) SITE STORAGE Residential Office Retail

Manufacturing

Zoning B-4, COMMERCIAL BUSINESS

NO BUILDING ON NEW LOT

1.40

Proposed Building Square Footage and /or # of Units

Acresage of Site

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) **9** sets of Site Plan packages containing the information found in the attached sample plans and checklist.

(Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if an approval for the proposed project or use described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this approval at any reasonable hour to enforce the provisions of the codes applicable to this approval.

Signature of applicant: [Signature] Date: 02-12-01

Site Review Fee: Major \$500.00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.



ASSOCIATED DESIGN PARTNERS INC.

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

80 Leighton Road • Falmouth, Maine 04105

February 12, 2001

00222

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

RE: 222 Riverside Street Minor Site Plan Review

Dear Planning Dept:

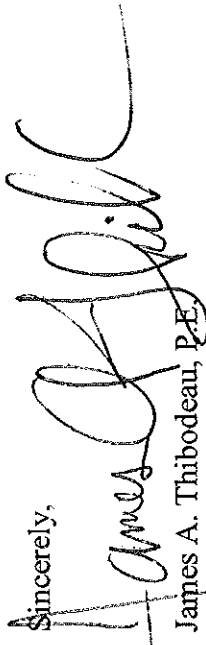
In accordance with note number 2 of the Site Review Pre-Application of the City of Portland, Associated Design Partners has attached nine copies of the proposed site plan, application and deeds on behalf of 222 Riverside Corporation. This plan has been developed to show the original property owned by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

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

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

Your questions and comments regarding this application are welcome.

Sincerely,



James A. Thibodeau, P.E.
President

Cc: 222 Riverside Corporation

0028079

8K15500PG281

RELEASE DEED

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

MAINE REAL ESTATE TAX PAID

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

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

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

8K1550PG282

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee. D

4. The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed. D

5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.

6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waive, give up and renounce any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer. DJK

8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise. DJK

9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant. DJK

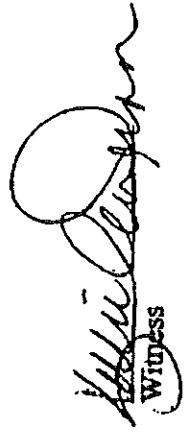
10. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities. DJK


11. Whenever used in this deed, the term "Grantor" shall not only refer to the PORTLAND TERMINAL COMPANY, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.

12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions. Covenants and agreements, by joining in its execution.

IN WITNESS WHEREOF, the said PORTLAND TERMINAL COMPANY has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 16th day of May, 2000.

GRANTOR:
PORTLAND TERMINAL COMPANY

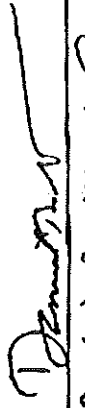

Witness

By: 
David A. Fink, Chief Executive Officer

SEAL

GRANTEE:
222 RIVERSIDE CORP.


Witness


By: 
Daniel G. Albert, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

16 May, 2000


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


Notary Public
My Commission Expires: 12/03/04
SEN-

STATE OF ~~MARIE~~ South Carolina

Greenville, S.C. May 26, 2000

Then personally appeared Daniel B. Albert the President of 222 RIVERSIDE CORP., and acknowledged the foregoing release deed to be his/her free act and deed and the free act and deed of 222 RIVERSIDE CORP., before me.


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

SEA

RECEIVED
RECORDED REGISTRY OF DEEDS

EXHIBIT "A"

2000 MAY 31 AM 11:46

PORTLAND TERMINAL COMPANY

TO

222 RIVERSIDE CORP

SALE OF LAND IN PORTLAND, MAINE

CUMBERLAND COUNTY

John B. Osburn

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

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

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

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

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

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

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

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

Courses are magnetic as of the year 1989.

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