

Project Name: Island View Apt.  
 Project Address: North Makua

Inspection Date	Type of Inspection	Remarks - prints - page #
18 July 01	more site work - south side will be removing more poor soils - placing forms for foundation walls -	
23 July 01	2/3 of foundation placed - setting forms for more - re-rod ok set backs ok.	
27 July 01	Foundation forms being placed - Spoke to Supt. regarding compaction test results & wall deck dump out - He stated they just received the test results today. will be looking into this -	
1 Aug. 01	step up exc. on berm - spoke to Supt. on dust control & foundation forms bldg. A - berm removed - site work.	
6 Aug. 01	WALK project - Told Supt. about silt fence, east side & dust control - shipping foundation form south end bldg. A - Eke shaft done for bldg. A - site work being done for bldg. B -	
13 Aug 01	Bldg. A foundation work east of south wall placing forms west end. site work, bldg. B layout -	
15 Aug 01	Talked with Supt. about not starting work before 7am (complaint) placing foundation wall south west walls -	
21 Aug 01	walked site spoke to Supts. Bill & Greg regarding dust complaints. Last sections of foundation be set (forms) west end - foundation drains being placed, underground (inside bldg) being placed -	
23 Aug 01	Working foundation west end - Check plbg underground bldg. A. Spoke to Supt. on dust control - Received approval to move bldg. G on site plan -	
29 Aug 01	Foundation form bldg. A North & west sides - site work - underground plbg. Bldg. A.	
05 Sept. 01	Foundation work - placing west & north side of bldg. A 95% complete. Check underground plbg - Not as per plans - will submit as built later - (This was done because of depth of trench) & no dust today -	
08 Sept 01	Eke plbg underground work bldg. A - started footing bldg. B.	
12 Sept 01	same footing for bldg. B placed will receive surveyors report on site work - started setting pre-fab wall panels on bldg. A.	
17 Sept. 01	framing bldg. A (pre-fab panels) site work on bldg. B - foundation work bldg. B.	
08 Sept. 01	framing bldg. A. First floor being decked - Check plbg west end of bldg. B - bldg. B setting forms for foundation - will supply surveyors letter on bldgs. position.	



MITCHELL & ASSOCIATES  
LANDSCAPE ARCHITECTS

September 13, 2001

Bill Needleman, Senior Planner  
Portland Planning Department  
City of Portland  
389 Congress Street  
Portland, Maine 04101

Re: Island View AP  
Di minus Ch

Dear Bill,

The following is a request for a permit for a sanitary sewer exiting building inadvertently indicated an invert that was 1 foot lower than the assigned invert. The request is as follows:

SKM - Can you  
Please put this with  
The rest of Island View  
Permit info. - Thanks  
MAE

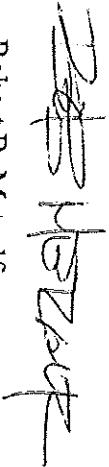
1. The sewer has been relocated from the North Street end (side closest to North Street) of the building to a location on the rear side of the building adjacent to the Jack Elementary School (refer to attached exhibit). The proposed new location will require the relocation of two sewer manhole structures, one on site and the other in North Street. As a result of the relocation, one manhole structure will be eliminated. The new service line will be provided with two cleanouts to address the change in direction required to route the sewer line to sewer manhole #4 located at the northwest corner of the site. We have prepared the attached Change of Scope sketch for review by the planning staff.
2. As a result of the change in location of the sanitary sewer service we need to adjust the grade of the proposed storm drain extension in North Street (refer to attached exhibit). We are proposing to raise the 12 inch storm drainpipe in order to avoid a conflict with crossing of the relocated sanitary sewer service. The existing storm drain manhole in North Street has a 4 FT stub, 12 inch RCP, we are proposing to plug this stub and set the new invert 2.3 FT above (refer to attached exhibit).

THE STAPLES SCHOOL  
70 CENTER STREET  
PORTLAND, MAINE 04101

Telephone (207) 774-4427  
Fax (207) 874-2460  
E-Mail mitchell@nls.net

As you are well aware from our previous request, the project is on a fast tract to complete a significant part of the site work in order to have the base pavement course placed prior to the on set of winter conditions. The site contractor is scheduled to begin the installation of the sewer beginning next week. We would appreciate your processing of this request at your earliest convenience. As requested, we have delivered copies of the request to Tony Lombardo, PE Portland Public Works and to Steve Bushy, PE Deluca-Hoffman Consulting Engineers. Should you have any questions or comments, please do not hesitate to contact our office.

Sincerely,  
Mitchell & Associates

A handwritten signature in black ink, appearing to read "R. B. Mercalf". The signature is written in a cursive, somewhat stylized font.

Robert B. Mercalf

Enclosure

Cc Rick Hanson  
Walter Webber  
Ben Walter

Applicant: Island View Apt Date: 2/6/01  
 Address: 129 North Walnut St Silver Street Development  
 C-B-I: 015-A-001  
 CHECK-LIST AGAINST ZONING ORDINANCE

Date - News

Zone Location - R-6

Interior or corner lot - North Walnut

Proposed Use/Work - 70 units in 2 bldg (2 bldgs for Town houses along North Walnut St, 1 bldg = 3 story garden apt,

Sewage Disposal - City

Lot Street Frontage - 40' Req. - 100' shown

Front Yard - 10' req. of min coverage → They are averaging - OK see memo

Rear Yard - 20' req. - 20' shown

Side Yard - 10' req. for 3 stories - 10' shown at closest

Projections - front stairs along North St

Width of Lot - 50' req. - 106' shown

Height - considered to be 3 stories - There are some lots there, but do not include A separate independent apartment

Lot Area - min. 4,500' - 104,971' for Twin lot - 59,663' for PUD lot

Lot Coverage/Impervious Surface - 40% bldg with more than 20 units - 40% shown  
 33% lot coverage shown

Area per Family - 1000# for 1st 3 D.U. + 80,400  
1,200# for rest of D.U. 65,400# req. - 104,971 shown

Off-street Parking - PLANNING BD APPROVED THE PARKING BECAUSE OVER 50,000'²

Lotting Bays - N/A  
Open Space Ratio: 30% for those lots which contain 20 or more D.U. - This area shall not include parking of other impervious surfaces as defined

Site Plan - MAP # 19990176

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 13 - Zone C

- Planning BD Approved project on October 24, 2000  
 - Zoning BD of Appeals Approved The off street parking on Sept 17, 2000  
 shall provide landscaping conditional use appeal

BUILDING PERMIT REPORT

DATE: 6 Feb 2001 ADDRESS: R<sup>9</sup> No 74 Walnut St. CBL: DIS-0001

ASON FOR PERMIT: Foundations only

BUILDING OWNER: Island View Apartments

PERMIT APPLICANT: \_\_\_\_\_ CONTRACTOR Wright Ryan Const. Inc

USE GROUP: R-2/A3 CONSTRUCTION TYPE: 5A CONSTRUCTION COST: \$75000 PERMIT FEES: \$1100

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)  
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: #1 #2 \*3 \*4 \*5 \*6 \*7

- \*1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) "ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."
- \*2. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- \*3. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
- \*4. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
- \*5. Precast concrete and masonry. Concrete Sections 1908.9-19.8, 10/ Masonry Sections 2111.3-2111.4.
- \*6. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- \*7. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)
- 9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- 10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
- 11. Guardsails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B, H 4, I-1, I-2, M, R, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrail that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
- 12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- 13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- 14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
- 15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
- 16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
- 17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
- 18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
    - In the immediate vicinity of bedrooms
    - In all bedrooms
    - In each story within a dwelling unit, including basements
  20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
  21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
  22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
  23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
  24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year"
  25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
  26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
  27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
  28. All requirements must be met before a final Certificate of Occupancy is issued.
  29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1999).
  30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
  31. Please read and implement the attached Land Use Zoning report requirements. *All contract items and requirements on the attached plan shall be met. Site plan development sheets shall be met.*
  32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
  33. Bridging shall comply with Section 2305.16.
  34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
  35. All flashing shall comply with Section 1406.3.10.
  36. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
- A SEPARATE PERMIT SHALL BE REQUIRED FOR ALL OTHER WORK BEYOND THIS FOUNDATION PERMIT.*

P. Samuel Hoffes, Building Inspector  
 Lt. McDougall, PFD  
 Marge Schmuckel, Zoning Administrator  
 Michael Nugent, Inspection Service Manager  
 MSW

PSH 10/1/00

\*\*This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.

\*\*THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. (You Shall Call for Inspections)

\*\*\*\*ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO D.L.T. 2000, DXF FORMAT OR EQUIVALENT.

\*\*\*\*\*CERTIFICATE OF OCCUPANCY FEE \$50.00



*State of Maine*  
*Department of Public Safety*  
**Construction Permit**



Reviewed  
 for Barrier  
 Free

# 11450

Sprinkled  
 Sprinkler Supervised

**ISLAND VIEW APARTMENTS - BUILDING A**

Located at:  
**PORTLAND**  
 Occupancy/Use: APARTMENTS

Permission is hereby given to:  
**ISLAND VIEW APARTMENTS LP**

**33 SILVER STREET  
 PORTLAND, ME 04101**

to construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved. no departure from application form/plans shall be madewithout prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F.

Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

*This permit will expire at midnight on the 6th of August 2001*

Dated the 7th day of February A.D. 2001

Commissioner

Fee: \$450.00  
 \$250.00

**Copy-3 Code Enforcement Officer**

Comments:

Code Enforcement Officer  
 PORTLAND, ME





*State of Maine*  
*Department of Public Safety*  
**Construction Permit**



Reviewed  
 for Barrier  
 Free

# 11449

Not Sprinkled

**ISLAND VIEW APARTMENTS - BUILDING B**

Located at:  
**PORTLAND**

Occupancy/Use: 1 & 2 FAMILY HOUSING

Permission is hereby given to:

**ISLAND VIEW APARTMENTS LP**

**33 SILVER STREET  
 PORTLAND, ME 04101**

to construct or alter the afore referenced building according to the plans hitherto filed with the Commissioner and now approved. no departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 and the provisions of Title 5, Section 4594 - F.

Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

*This permit will expire at midnight on the 6th of August 2001*

Dated the 7th day of February A.D. 2001

Commissioner

Fee: \$250.00  
 \$200.00

**Copy-3 Code Enforcement Officer**

Comments:

Code Enforcement Officer  
 PORTLAND, ME

Valuation: \$239,000.00

Fee: \$1464.00

Date: 6/15/2001

JURISDICTION

For Land - Cumberland

(City, County, Township, etc.)

BUILDING LOCATION

North &amp; Walnut Street CBL 015-A-001

BUILDING DESCRIPTION

Foundation only for 2 Bldg. A-use Group

5A Const.

Bldg #1, 54 units Bldg #2, 3 units each.

REVIEWED BY

S. McFees

Numerals indicated in parenthesis are applicable code sections of the 1999 BOCA National Building Code. The organization of this Plan Review Record follows the common Building Code format first implemented in the 1993 BOCA National Building Code. The plan review accomplished as indicated in this record is limited to those code sections specifically identified herein. This record references commonly applicable code sections. It does not reference all code provisions which may be applicable to specific buildings. This record is designed to be used only by those who are knowledgeable and capable of exercising competent judgment in evaluating construction documents for code compliance.

No.	DESCRIPTION	Code Section
	Foundational Work Only	Who Ke
1.	ALL SITE PREP WORK SHALL BE DONE PER 118.0	118.0
2.	BEFORE PLACING CONCRETE FOR FOUNDATIONS HAVE ALL LOT LINES CLEARLY MARKED	111.0
3.	SPECIAL INSPECTIONS SHALL BE DONE AS PER 1705.1705 OF THE BLDG CODE -	1705.1
4.	FOUNDATIONS SHALL COMPLY WITH SECTIONS (GENERAL) FOUNDATION INVESTIGATIONS 1802.0, SOIL BORINGS AND SAMPLING PROC SEC. 1803. LOAD BEARING SOIL SEC. 1803.0 1807 FOOTING DESIGN, 1812. FOUNDATION WALL, WATERPROOFING & DAMPPROOFING - 1813 -	1802.0 1803.0 1807 1812 1813
5.	CONCRETE PROTECTION SECTION 1908.9 - 1908.10	1908.9 1908.10
6.		



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BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC.  
4051 W. FLOSSMOOR ROAD COUNTRY CLUB HILLS, ILLINOIS 60478-5795

NOTES: N.R. — Not required  
N.A. — Not applicable

**ADMINISTRATION (Chapter 1)**

*Review on other sheets*

Complete construction documents  
(107.5, 107.6, 107.7)

Signed/sealed construction documents  
(107.7, 114.1)

**BUILDING PLANNING (Chapters 3, 4, 5, 6)**

**USE OR OCCUPANCY CLASSIFICATION (302.0-313.0)**

Single Use Group \_\_\_\_\_ Specific occupancy areas (302.1.1)  
 Mixed Use Groups \_\_\_\_\_ Accessory areas (302.1.2)

**GENERAL BUILDING LIMITATIONS (Chapters 5 & 6)**

Apply Case 1 to determine the allowable height and area and permitted types of construction for a building containing a single use group or nonseparated mixed use groups. Apply Case 2 to determine the allowable height and area and permitted types of construction for a building containing separated mixed use groups.

**AREA MODIFICATIONS TO TABLE 503**

% of Allowable tabular area (Table 503) \_\_\_\_\_ **100%**  
% Reduction for height (Table 506.4) \_\_\_\_\_ %  
% Increase for open perimeter (506.2) \_\_\_\_\_ %  
% Increase for automatic sprinklers (506.3) \_\_\_\_\_ %  
Total percentage factor \_\_\_\_\_ = \_\_\_\_\_ %  
Conversion factor \_\_\_\_\_ (Total percentage factor/100%)

Open perimeter (506.2)	North	East	South	West
Open perim. _____ ft.				
% Open perimeter = $\frac{(\text{Open perim.}/\text{perim.}) \times 100\%}{}$				
% Tab. area increase = $2 \times (\% \text{ Open perim.} - 25\%)$ (506.2)				

**CASE 1 — SINGLE USE OR NONSEPARATED MIXED USE GROUPS (313.1.1, 503.0)**

Using Table 503, identify the allowable height and area of the single use group or the most restrictive of the nonseparated mixed use groups. Construction types that provide an allowable tabular area equal to or greater than the adjusted floor area and allowable heights (as modified by Section 504.0) equal to or greater than the actual building height are permitted.

Actual floor area \_\_\_\_\_ ft.<sup>2</sup> Actual building height \_\_\_\_\_ feet \_\_\_\_\_ stories  
Adjusted floor area\* \_\_\_\_\_ ft.<sup>2</sup> Allowable building height \_\_\_\_\_ feet \_\_\_\_\_ stories  
\*Adjusted floor area = actual floor area/conversion factor

Permitted types of construction \_\_\_\_\_ Type of construction assumed for review (602.3) \_\_\_\_\_

STRUCTURAL DESIGN CALCULATIONS (continued)

_____	Unbalanced snow loads considered (1608.6)	_____	Internal pressure effects considered (1609.7, 1609.8)
_____	Drift snow loads considered (1608.7)	_____	Components and cladding effects considered (1609.8)
_____	Sliding snow loads considered (1608.8)	_____	Load combinations considered (1613.1)

MATERIAL PERFORMANCE (Chapter 17)

_____	Material performance technical data or BOCA Evaluation Services or National Evaluation Services report supplied (1703.0) Report No. _____	_____	Masonry construction (1705.5)
_____	Owner's special inspection program specified (1705.0)	_____	Wood construction (1705.6)
_____	Prefabricated items (1705.2)	_____	Prepared fill and foundations (1705.7, 1705.8, 1705.9)
_____	Steel construction (1705.3)	_____	Fireresistive materials (1705.12)
_____	Concrete construction (1705.4)	_____	EIFS, wall panels and veneers (1705.10, 1705.13)

FOUNDATIONS AND RETAINING WALLS (Chapter 18)

_____	Soil type (1611.0, 1802.1, 1804.1)	OK SA	Foundations (1814.0 - 1824.0)
OK	Bearing value (1611.0, 1802.1, 1804.1)	OK SA	Foundation walls (1611.0, 1812.0)
OK	Soil report (1802.1, 1804.1)	OK SA	Waterproofing/dampproofing (1813.0)
OK	Prepared fill (1804.1.1)	OK SA	Retaining walls (1611.0, 1825.0)
OK SA	Footings (1805.0 - 1811.0)	Work done by MA, Paul B. Becker PE #6534.	

STRUCTURAL MATERIALS (Chapters 19, 21, 22, 23)

CONCRETE (Chapter 19)

_____	Plain, reinforced and prestressed concrete design/construction standard specified (1901.1, 1903.1.1)	_____	Minimum concrete strength (Table 1907.1.2(1))
_____	Minimum slab requirements (1905.1)	_____	Cold-weather and hot-weather curing speci- fied (1908.9, 1908.10)

MASONRY (Chapter 21)

_____	Engineered masonry design/construction standard specified (2101.1.1)	_____	Cold-weather and hot-weather construction specified (2111.3, 2111.4)
_____	Empirical masonry design (2101.1.2)	_____	Fireplaces and chimneys (2103.2, 2113.0 - 2117.0)
_____	Construction materials (2104.0)	_____	Glass block (2118.0)
_____	Mortar type (2104.7)	_____	

**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE  
PERMIT IS ISSUED**

**Minor/Minor Site Review for New Detached Single Family Dwelling,  
All Purpose Building Permit Application**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTE\*\*If 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.

Location/Address of Construction: NORTH'S WALNUT STREETS, PORTLAND

Total Square Footage of Proposed Structures 5 Square Footage of Lot \$ 104,971  
TOTAL = 104,932 Footprint = 30,494

Tax Assessor's Chart, Block & Lot Number	Owner: <u>Island View Apartments Limited Partnership</u>	Telephone#: <u>207 780-9800</u>
Chart# <u>015</u> Block# <u>A</u> Lot# <u>001</u>		

Lessee/Buyer's Name (If Applicable) <u>N/A</u>	Owner's/Purchaser/Lessee Address: <u>N/A</u>	Cost Of Work: Fee: <u>\$239,000. \$ 1404.-</u>
---------------------------------------------------	-------------------------------------------------	---------------------------------------------------

Current use: REAR Proposed use: 70 UNIT HOUSING (RESIDENTIAL)

Project description: 1 Building, 54 units, 2 Buildings, 8 units each  
NEW HOUSING FOUNDATION ONLY PER BILL ROWLES

Contractor's Name, Address & Telephone  
WRIGHT-BRYAN CONSTRUCTION, INC.  
10 DAWPETH ST.  
PORTLAND, ME 04101

Rec'd By: Bill Rowles

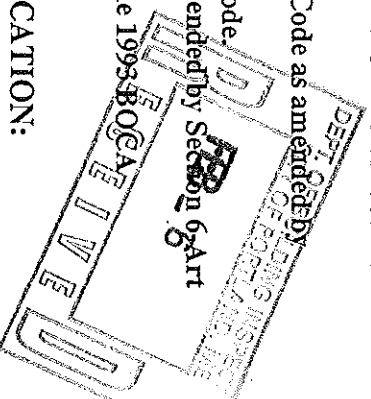
Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1999 B.O.C.A. Building Code as amended by Section 6-Art II.
- All Plumbing must be conducted in compliance with the State of Maine Plumbing Code
- All Electrical Installation must comply with the 1999 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOGANE I V E

**YOU MUST INCLUDE THE FOLLOWING WITH YOUR APPLICATION:**

- A Copy of Your Deed or Purchase and Sale Agreement if purchased in the last 365 days
- A Plot Plan (Sample Attached) ON PAPER NO LARGER THAN 11" x 17" if you are doing anything other than interior rehab work.

will hand carry in CD  
 CURTIS WALTER STUART ARCHITECT  
 7744441



**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE  
PERMIT IS ISSUED**

**A PLOT PLAN INCLUDES THE FOLLOWING:**

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and North arrow; Zoning District & Setbacks
- First Floor sill elevation ( based on mean sea level datum);
- Location and dimensions of parking areas and driveways;
- Location and size of both existing utilities in the street and the proposed utilities serving the building;
- Location of areas on the site that will be used to dispose of surface water.
- Existing and proposed grade contours

*A "minor/minor" site plan review is required for New Single Family Homes Only. The Site plan must be prepared and sealed by a registered land surveyor. FOUR COMPLETE PACKETS OF ALL SUBMISSIONS ARE REQUIRED FOR NEW SINGLE FAMILY HOMES SHOWING CONSTRUCTION AND SITE DETAILS ON 32" x 48". ALONG WITH ONE SET ON PAPER NO LARGER THAN 11" X 17".*

**ON ALL OTHER BUILDING PERMIT SUBMISSIONS ONE SET OF SUBMISSIONS IS REQUIRED ON 11' X 17" AND ONE SETS ON 32" X 48" with the below stated details. (Sample Attached) Please note that single family additions and alterations may be hand drawn on regular paper, however the below details will still apply.**

*A complete set of construction drawings showing all of the following elements of construction:*

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and damp proofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

**Certification**

*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 a permit for work 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 permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.*

Signature of applicant: <i>Mark G. Wells</i>	Date: <i>2.5.01</i>
----------------------------------------------	---------------------

Minor/Minor Site Review Fee: \$300.00/Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

**ONE SET OF SUBMISSIONS INCLUDING CONSTRUCTION AND SITE PLAN DRAWINGS MUST BE SUBMITTED ON PAPER NO LARGER THAN 11" x 17" BEFORE ANY BUILDING PERMIT WILL BE ISSUED**

*Walter D. & P. Signio*

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

19990176  
I. D. Number

Street Development Corp

12/30/99  
Application Date

100 Silver Street, Portland, ME 04101

Apartment Development 72 units

John D. Mitchell

Project Name/Description  
North/Localmt

774-4427

015-A-001 & 015-A-003  
Address of Proposed Site

Applicant or Agent Daytime Telephone, Fax

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) 72 Unit building

95,923 sf  
4.7 ac  
Proposed Building square Feet or # of Units  
Acreage of Site  
R-6  
Zoning

Check Review Required:

Site Plan (major/minor)  
 Subdivision # of lots  
 PAD Review  
 14-03 Streets Review

Flood Hazard  
 Shoreland  
 Historic Preservation  
 DEP Local Certification

Zoning Conditional Use (ZBA/PB)  
 Zoning Variance  
 Other

Fire Approval Status:

Approved  
 Approved w/Conditions see attached  
 Denied  
Reviewer: *WJW*

Approval Date: \_\_\_\_\_  
Approval Expiration: \_\_\_\_\_  
Extension to: \_\_\_\_\_  
Additional Sheets Attached: \_\_\_\_\_  
signature: *Mitchell* 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 Issued  
date: \_\_\_\_\_

Performance Guarantee Reduced  
date: \_\_\_\_\_ remaining balance: \_\_\_\_\_ signature: \_\_\_\_\_

Temporary Certificate of Occupancy  
date: \_\_\_\_\_ Conditions (See Attached)

Final Inspection  
date: \_\_\_\_\_ signature: \_\_\_\_\_

Certificate of Occupancy  
date: \_\_\_\_\_ signature: \_\_\_\_\_

Performance Guarantee Released  
submitted date: \_\_\_\_\_ amount: \_\_\_\_\_ expiration date: \_\_\_\_\_

Defect Guarantee Submitted  
submitted date: \_\_\_\_\_ amount: \_\_\_\_\_ expiration date: \_\_\_\_\_

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

19990176

I. D. Number

Silver Street Development Corp

12/30/1999

A, rt

Application Date

100 Silver Street, Portland, ME 04101

North St. -#129 - 70 units

Applicant's Mailing Address

Project Name/Description

John D. Mitchell

129 - 129 North St, Portland Maine 04101

Consultant/Agent

Address of Proposed Site

015 A001 & 015 A 003

Applicant or Agent Daytime Telephone, Fax

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  
 Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) 70 Unit building

95,923 sf

4.7 ac

R-5

Proposed Building square Feet or # of Units

Acreege of Site

Zoning

Check Review Required:

- |                                                             |                                                |                                                |                                                  |
|-------------------------------------------------------------|------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> Site Plan (major/minor) | <input type="checkbox"/> Subdivision # of lots | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review   |
| <input type="checkbox"/> Flood Hazard                       | <input type="checkbox"/> Shoreland             | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional Use (ZBA/PS)    | <input type="checkbox"/> Zoning Variance       | <input type="checkbox"/> Other                 |                                                  |

Fees Paid: Site Plan \$500.00 Subdivision \$1,800.00 Engineer Review \_\_\_\_\_ Date: 12/30/1999

**Inspections Approval Status:**

Reviewer Marge Schmuckal

- Approved  Approved w/Conditions see attached  Denied

Approval Date 02/06/2001 Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_ Additional Sheets Attached

Condition Compliance Marge Schmuckal Signature 2/6/01 date

Performance Guarantee  Required\*  Not Required

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

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



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

19990176  
I. D. Number

Silver Street Development Corp  
Applicant  
100 Silver Street, Portland, ME 04101  
Applicant's Mailing Address  
John D. Mitchell  
Consultant/Agent  
774-4427  
Applicant or Agent Daytime Telephone, Fax

12/30/1999  
Application Date  
North St -#129 - 70 units  
Project Name/Description  
129 - 129 North St, Portland Maine 04101  
Address of Proposed Site  
015 A001 & 015 A 003  
Assessor's Reference: Chart-Block-Lot

---

**DRC Conditions of Approval**

---

**Planning Conditions of Approval**

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**Inspections Conditions of Approval**

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1. This first permit is for the foundation only per the developer's request.
  2. This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
  3. Your conditional use appeal for off-site parking was approved by the Zoning Board of Appeal on September 7, 2000 with the condition that the lens cap under the parking area be required as suggested by the appellant.  
or to your first, or temporary certificate of occupancy, the applicant shall put \$20,000 in escrow for a period of three years to be used for traffic signalization improvements at the Washington Avenue and Walnut Street Intersection should, in the sole discretion of the City traffic engineer (presently Larry Ash), future traffic demands indicate a demonstrable need.
- 

**Fire Conditions of Approval**

---

Applicant must show hydrant within 800' path of travel.

CITY OF PORTLAND, MAINE  
ZONING BOARD OF APPEALS

Elizabeth Bordovitz, Chair  
Lee Lowry, Secretary  
Andrew Bracers  
Julie Brady  
Tracy Decker  
William Naleski, Jr.  
Sam Sivovlos

November 27, 2000

Mr John D. Mitchell, agent for Silver Street Development Corporation  
C/o Mitchell & Associates  
70 Center Street  
Portland, ME 04101

RE: 51-61 Walnut St., cor. 129-155 North Street  
CBL: 15-A-001  
ZONE: R-6 Zone

Dear John,

As you know, at its September 7, 2000 meeting, the Board of Appeals voted 4-0 to grant your Conditional Use appeal for off-site parking in the R-6 zone with the condition that the lens cap under the parking area be required as suggested by the appellant. Enclosed please find a copy of the Board's decision.

Please note that Section 14-474(f) states, "No conditional use permit shall be valid for a period longer than six (6) months from the date of issue, or such other time as may be fixed at the time granted not to exceed two (2) years, unless the conditional use has been commenced or is issued and construction is actually begun within that period and is thereafter diligently pursued to completion; provided, however, that one (1) or more extensions of said time may be granted if the facts constituting the basis of the decision have not materially changed, and the two-year period is not exceeded thereby."

Should you have any questions regarding this matter, please do not hesitate to contact Jodine Adams or myself.

Sincerely,



Marge Schmuckal  
Zoning Administrator

Cc: Code Enforcement Officers

MITCHELL & ASSOCIATES

LANDSCAPE ARCHITECTS

May 15, 2000

Ms. Marge Schmukal, Zoning Administrator  
City of Portland  
389 Congress Street  
Portland, Maine 04101

**RE: Island View Apartments**

Dear Marge:

The following documentation is in regards to your request to provide calculations concerning open space and lot coverage for the proposed 70 unit apartment complex proposed to be located at the corner of North Street and Walnut Street.

We would like to point out at this time an error we recently discovered on our Existing Conditions Plan (Sheet 1) and in our general notes on Sheet 3. The parcel area for the Portland Water District site had been shown as a 2.3 acre parcel. This information had been obtained from development plans prepared by a previous applicant for this site. A recent ALTA survey, provided to us by Owen Haskell, Inc., indicates that the parcel is actually 1.3696 acres. The error does not impact the density or scope of the project, since the calculation for the number of apartment units was based upon the building site of 2.4098 acres or 104,971 square feet.

We have prepared the following calculations for open space and lot coverage for each of the two parcels. We have discounted any green space areas which are 200 square feet or less in size in preparing these calculations. They are as follows:

**Building Site**

- Lot area = 104,971 SF
- Green space/open space 42,494 SF or 40% of site.
- Lot coverage (buildings) 34,166 SF or 33% of site.

**Portland Water District Site**

- Lot area = 59,663 SF
- Green space/open space 24,480 SF or 41% of site.
- Lot coverage (gazebo) 331 SF or .5% of site.

THE STAPLES SCHOOL  
70 CENTER STREET  
PORTLAND, MAINE 04101

Telephone (207) 774-4427  
Fax (207) 874-2460  
E-Mail mitchell@nls.net

We trust this information addresses your concerns. Should you have any additional questions or comments, please do not hesitate to contact our office.

Sincerely,  
Mitchell & Associates

A handwritten signature in black ink, appearing to read "J.D. Mitchell". The signature is written in a cursive style with a large initial "J" and "M".

John D. Mitchell

cc: Roger Gendron  
Natalie Burns  
Bill Needleman

Zoning Division  
Marge Schmuckal  
Zoning Administrator



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

## CITY OF PORTLAND

TO: PLANNING BOARD CHAIR AND MEMBERS

FROM: MARGE SCHMUCKAL, ZONING ADMINISTRATOR

RE: NORTH AND WALNUT STREET APTS., 15-A-1 - R-6 ZONE

DATE: FEBRUARY 9, 2000

I have reviewed the front setback on this project for compliance. The R-6 zone requires a ten (10) foot setback from the front property line. I understand North street to be designated as the front for purposes of zoning. Section 14-425 allows projections into the front yard under certain circumstances. It states that a porch (and stairs) may project into the front setback if the area in the setback is no more than 50 sq. ft. and the projection does not exceed 5 feet. I have scaled out that the stair projection is exactly 5 feet. The area of square footage that lies within the setback is 35 sq. ft., which is less than the 50 sq. ft allowed.

It is my determination that the projection shown is currently meeting the zoning ordinance.

cc: Bill Needleman, Planner  
Alex Jaegerman, Chief Planner  
Penny Littell, Corporation Counsel

Zoning Division  
Marge Schmuuckal  
Zoning Administrator



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

## CITY OF PORTLAND

TO: PLANNING BOARD CHAIR AND MEMBERS

FROM: MARGE SCHMUUCKAL, ZONING ADMINISTRATOR

RE: NORTH AND WALNUT STREET APTS., 15-A-1 - R-6 ZONE

DATE: UPDATED MAY 5, 2000 (Original dated Feb. 9, 2000)

I have reviewed the front setback on this project for compliance. The R-6 zone requires a ten (10) foot setback from the front property line. I understand North street to be designated as the front for purposes of zoning. Section 14-425 allows projections into the front yard under certain circumstances. It states that a porch (and stairs) may project into the front setback if the area in the setback is no more than 50 sq. ft. and the projection does not exceed 5 feet. I have scaled out that the stair projection is exactly 5 feet. The area of square footage that lies within the setback is 35 sq.ft., which is less than the 50 sq. ft allowed.

It is my determination that the projection shown is currently meeting the zoning ordinance.

I have also checked all the other setbacks in reference to this project. I have determined that all setbacks as shown on the currently submitted plan dated March 28, 2000 is meeting the R-6 zone. Because I do not have all the dimensions of the area above the 3rd floor in the large building adjoining the school property, I am considering the worst case scenario that this is a 4 story building. Normally a four story building requires a 12 foot sideyard setback. This building show an 11' 2" setback adjoining the Water District and a 26' side yard setback adjoining the school. The ordinance also allows a side yard reduction down to not more than 10 feet if for every foot reduced on one side, that foot is added to the other side. The required sideyard setbacks are being met with the use of this provision.

cc: Bill Needleman, Planner  
Alex Jaegerman, Chief Planner  
Penny Littell, Corporation Counsel

Zoning Division  
Marge Schmuckal  
Zoning Administrator



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

## CITY OF PORTLAND

TO: PLANNING BOARD CHAIR AND MEMBERS

FROM: MARGE SCHMUCKAL, ZONING ADMINISTRATOR

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cc: Bill Needleman, Planner  
Alex Jaegerman, Chief Planner  
Penny Littell, Corporation Counsel

Inspection Services  
Michael J. Nugent  
Manager  
Director



Department of Urban Development  
Joseph E. Gray, Jr.

CITY OF PORTLAND



# ALL PURPOSE BUILDING APPLICATION

As an applicant for a building permit, you are about to enter into a relationship with our Office. We welcome any questions, comments or suggestions that will make the process more efficient. Attached you will find an application and some samples of the submissions you will provide at application time. Please read ALL of the information and if you need any further assistance please call 874-8703 or 874-8693.



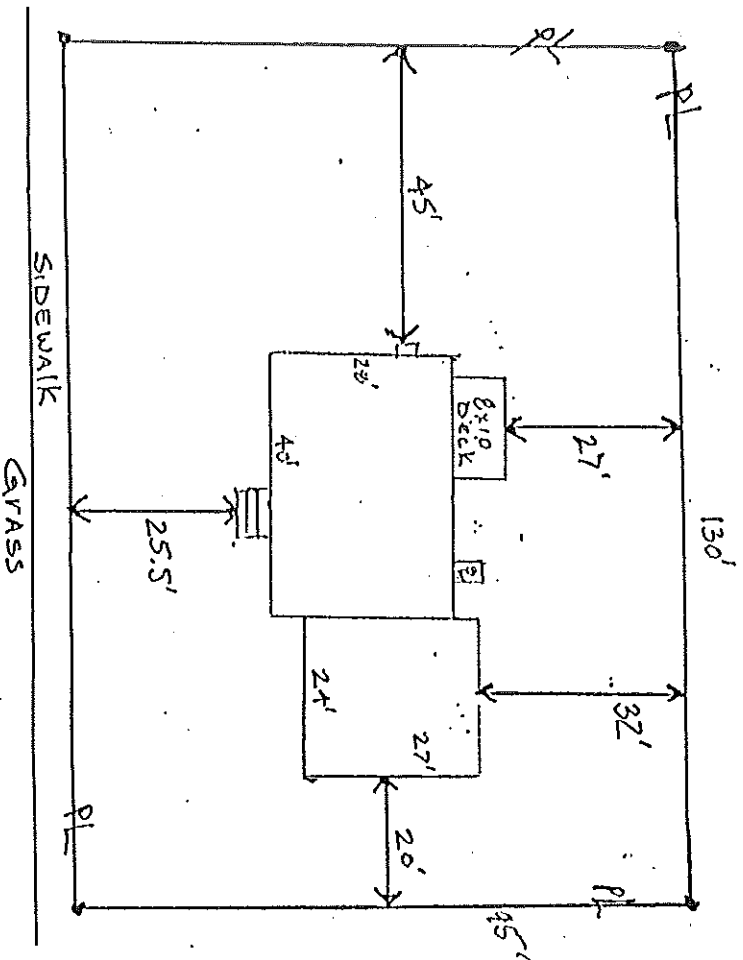
**THE FOLLOWING CRITERIA MUST BE MET TO OBTAIN A BUILDING PERMIT:**

All applications for building permits for new construction or additions shall be accompanied by plans showing the actual dimensions and shape of the lot to be built upon; the exact size and location of the buildings already existing, if any; and the location and dimensions of the proposed buildings or alterations, including parking facilities and parking space dimensions. The application shall include such other information as lawfully may be required to determine conformance.

1. A neat legible scaled plot plan must be submitted. This plan must show all setbacks from all property lines from finished construction. This will include all existing buildings with dimensions and proposed additions/alterations/accessory structures with dimensions. If the property has any easements please scale that into the plot plan.

**DO NOT ASSUME THAT YOU OWN UP TO THE SIDEWALK OR ROAD**

2. The proposed construction measurements must be staked out for a site visit to confirm measurements on the plot plan. This includes all property pins in relation to proposed construction.
3. A detailed drawing showing all materials and application of materials in relation to the proposed structure. The detail must be shown from the footing to the roof. A detail of all stairs and handrails must also be given, showing materials and application of materials.



↑ curbside  
 SCALE 1" = 30'  
 PL = Property Line

Street

All measurements are required to be

Done with 1/8" dia

## Submission Requirements Residential Construction

When a property owner is proposing either a new structure or an addition, this office requires:

- A plot or site plan, showing the shape and dimensions of the entire lot, all existing and proposed structures on the lot and the distance that the structures are from all lot lines. For a new dwelling the plan must be prepared by a registered design professional. For dwelling additions, the plan can be prepared by the owner or agent. (See Figure 1)

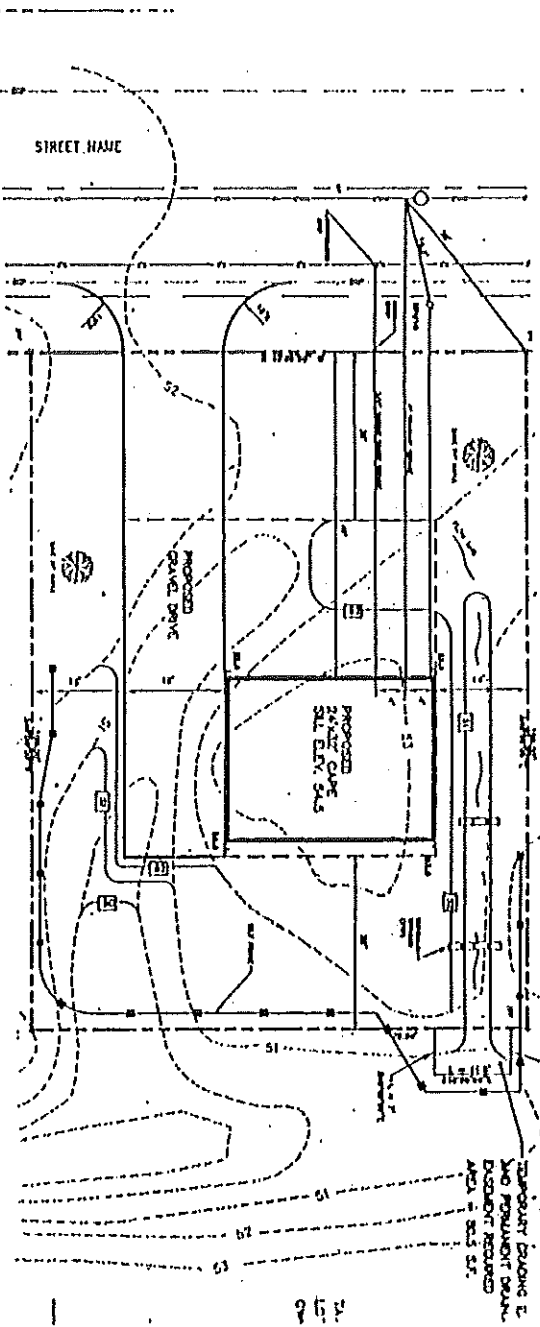


Figure 1. Typical Plot Plan

As can be seen, it is easy to establish the extent of compliance with the required setbacks and lot coverage.

- For new construction, structural alterations, or additions, plans showing structural details must be provided. Minimally they should include foundation plans, including drainage and support column spacing framing details, floor plans and a cross section. (See Figures 2, 3 & 4)

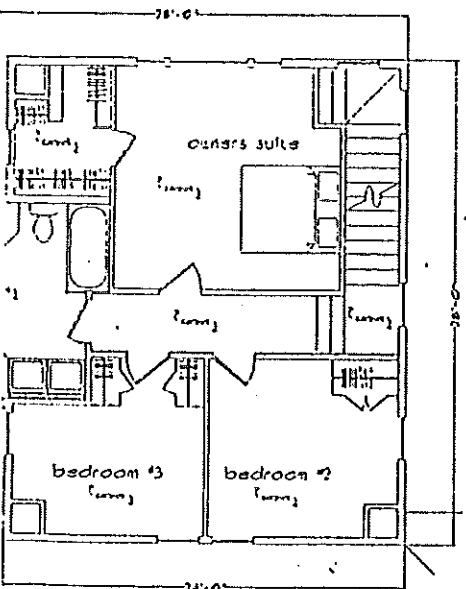


Figure 3. Typical Floor Plan

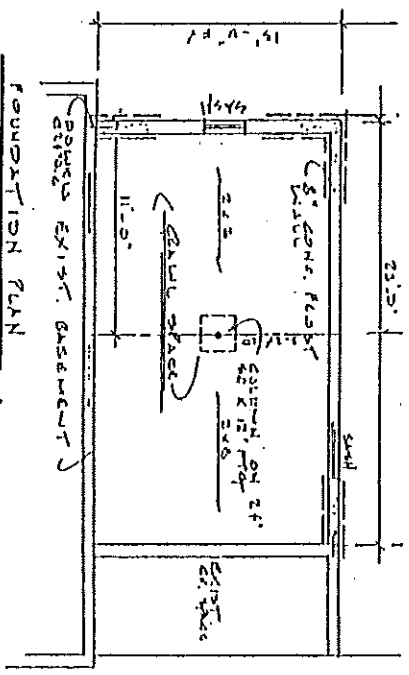


Figure 2. Typical Foundation Plan



**CWS**

**CURTIS WALTER STEWART**

A r c h i t e c t s

434 Cumberland Avenue  
Portland ME 04101-2325

Benedict B. Walter, Vice President

Phone: 207.774.4441

Fax: 207.774.4016

E-mail: [BWalter@CWSArch.com](mailto:BWalter@CWSArch.com)

January 10, 2001

015-A-1

Sam Hoffses  
City of Portland  
Code Enforcement  
389 Congress Street  
Portland ME 04101

Re: Island View Apartments  
North and Walnut Street  
Portland, Maine

Dear Sam,

Pursuant to our submission of the site and foundation drawings and specifications for a Foundation Permit, the architectural, mechanical and electrical drawings which make up the balance of the Construction Documents are designed to fit on the foundation plans as submitted.

Please call if you have further questions.

Very truly yours,

CURTIS WALTER STEWART ARCHITECTS



Benedict B. Walter, Architect  
Vice President

cc: Bill Rowles, Wright Ryan Construction

Received  
Feb. 6/2001  
B

## PURCHASE AND SALE AGREEMENT

AGREEMENT made this 14<sup>th</sup> day of May, 1999, by and between H. PAGE BURHAM and PATRICIA BURHAM of Scarborough, Maine (hereinafter called "Seller") and SILVER STREET DEVELOPMENT COMPANY, or its nominee, with a mailing address of 100 Silver Street, Portland, Maine (hereinafter called "Purchaser").

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, for the price and upon the terms and conditions hereinafter set forth, certain real property located on Mumjoy Hill in Portland, Maine and being more particularly described in Exhibit A attached hereto together with all rights, easements and appurtenances pertaining thereto. Seller will make available to Purchaser all plans and surveys respecting the Property.

2. Purchase Price. The total purchase price for the Property shall be Five Hundred Fifty Thousand Dollars (\$550,000.00) to be adjusted as provided in paragraph 5, and payable as follows:

- a. Upon execution of this Agreement, Purchaser shall pay to Jensen Baird Gardner & Henry, as Escrow Agent, the sum of Twenty Five Thousand Dollars (\$25,000.00) (the "Deposit"). The Deposit shall be held in an interest bearing account at an insured depository institution and shall be paid to Seller at Closing, as defined in Paragraph 3 hereof, or otherwise shall be applied in accordance with the terms of this Agreement.

- b. At Closing, Purchaser shall pay Seller the balance of the purchase price less any additional deposits, in cash or by certified bank check or confirmed wire transfer.

3. **Closing.** Closing shall occur, except as may otherwise be provided herein, on or before December 31, 1999 (herein the "Closing Date"), at the offices of Jensen Baird Gardner & Henry, Ten Free Street, Portland, Maine, or at the designated offices of the Lender or a place selected by said Lender, or at such earlier time or other place as designated by written notice by Purchaser to seller at least five days prior to Closing. Notwithstanding the foregoing, Purchaser shall pay a \$1,500.00 per month extension fee to Seller commencing sixty (60) days after the effective date of this Agreement. After December 31, 1999 Purchaser shall have the right to extend the Closing Date for up to an additional ninety (90) days provided it continues to make said \$1,500.00 per month payments and is not otherwise in default hereunder, and can demonstrate to Sellers reasonable satisfaction that it is in the process of finalizing any and all land use approvals required with any appeal periods expired and has obtained financing terms acceptable to it. Said earnest money deposit shall be increased by an additional Twenty-five Thousand Dollars (\$25,000.00) in consideration of said ninety (90) day extension.

Purchaser shall have sixty (60) days from the acceptance of the within Contract to satisfy itself that title, zoning and soils conditions are satisfactory in all respects for its planned use of the property. Seller grants Purchaser permission to enter the property to conduct any tests, surveys or studies needed to satisfy itself so long as Purchaser indemnifies and holds Seller harmless from any and all claims as a result of such entry and so long as the property is restored to the condition as nearly as is practicable, as existed prior to its entry.

Should there be objections to title, Purchaser will notify Seller within said sixty (60) day period. Thereafter, Seller will have ninety (90) days to remove said objections and will use their best efforts to resolve any objections. Should they not be able to then, Purchaser (i) shall be entitled to a refund of any deposits made and its rights hereunder will cease and determine or (ii) it may elect to proceed to Closing.

4. Conveyance Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient warranty deed conveying to Purchaser the Property in fee simple, with good and marketable title therein, free and clear of all liens and encumbrances, except as set forth in Exhibit A hereto or except such easements as do not materially interfere with the existing use and occupancy of the Property, free of any tenants in possession.

5. Possession; Closing Adjustments. Full possession of the Property will be transferred to Purchaser at Closing. The following items will be prorated and/or adjusted between Purchaser and Seller as of the Closing Date:

- a. If Seller removes the fill and has the grading done at said site as per its City approved site plan, then the purchase price shall be increased by Forty-eight Thousand and 00/100 Dollars (\$48,000.00);
- b. real estate taxes for the then-current municipal tax year prorated over the period of the City of Portland municipal tax year; and
- c. any utility or municipal charges, which are not susceptible of a "Final Billing" as of the Closing Date, shall be prorated or apportioned between the parties.

Any other charges or expenses for services, utilities, or other charges against the Property shall be determined for final billing as of the Closing Date, and Seller shall be responsible for all such charges through the Closing Date, and, to the extent reasonably practical, such charges shall be paid at Closing. Seller and Purchaser shall each pay their own real estate transfer tax as assessed by Maine law.

6. Seller's Representations. Seller hereby represents and warrants to Purchaser as follows with respect to this Agreement:

- 2. Seller has good and marketable title to the Property in accordance with this Agreement, and there are no liens or monetary encumbrances affecting the Property.

- b. Seller has full right and authority to sell the Property to Purchaser and is not, as of the date of this Agreement, under any legal disability which would prohibit the consummation of the agreements called for herein, and the person executing this Agreement is under no legal disability.

7. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows with respect to this Agreement:

- a. Purchaser shall proceed with due diligence and shall use its best efforts in applying for and obtaining a loan for mortgage financing and applicable land use approvals for a multiple residential unit apartment complex.

8. Financing. Purchaser's obligations hereunder are contingent upon Purchaser obtaining the mortgage loan financing and land use approvals with all appeals periods expired, except that the \$1,500.00 monthly extension fee shall be non-refundable in all events and the initial \$25,000.00 deposit will be non-refundable if the closing does not occur prior to December 31, 1999 and/or the additional \$25,000.00 extension deposit is not made prior to said date. In no event shall this contract extend beyond March 31, 2000.

9. Inspections of Property and Records. Purchaser shall have the right to make such inspections, tests, studies, surveys, engineering analysis, and reports done on or with respect to the Property as Purchaser deems reasonably necessary to enable it to evaluate the Property in connection with the acquisition and financing of the Property within forty five (45) days of the acceptance of this Contract. Except as set forth in this Agreement, Seller makes no representations or warranties with respect to the condition of the Property, and Purchaser shall rely solely upon its own inspections and tests to determine the condition of the Property. Purchaser shall defend, indemnify, and hold harmless Seller from any damages or claim arising out of Purchaser's exercise of the within rights, and Purchaser shall restore any areas disturbed in the exercise of such rights.



In the event that the results of any of the foregoing investigations shall be unsatisfactory to Purchaser in the exercise of its reasonable judgment within said forty-five (45) days, then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller. Thereafter any objection to the foregoing not raised by Purchaser shall be deemed waived, and Purchaser shall have no right to terminate this Agreement on account thereof, provided, however, that Purchaser shall have the continuing right of access for such inspections and examinations related to its financing and purchase through Closing.

10. Risk of Loss. In the event of material damage to the Property by fire or otherwise or a material taking by condemnation or eminent domain prior the Closing Date, Purchaser shall have the right to cancel this Agreement by giving written notice to the Seller, and the Deposit shall forthwith be returned to Purchaser and thereafter neither party shall have any further rights or responsibilities hereunder. If Purchaser does not so elect to cancel this Agreement, or if such material damage or a taking does not occur, this Agreement shall remain in full force and effect and Seller shall pay over or assign to Purchaser at the Closing any insurance or condemnation proceeds, rights or awards receivable or received as result of such damage, destruction, taking or condemnation less any amounts reasonably expended for repairs or restoration.

11. Default. If the Purchaser, having satisfied its conditions to Closing hereunder or having failed to object to any condition not satisfied, shall fail to close in accordance with this Agreement or shall fail during the term of this Agreement to may any payment required hereunder, then the entire Deposit shall be delivered to the Seller as fixed and liquidated damages for the failure of the Purchaser to perform under this Agreement, provided that this sentence shall not be construed to limit of modify the other provisions of this Agreement which make portions of the Deposit non-refundable of their own force and effect. If Seller fails to close or to perform any of its obligations under this Agreement, then, at Purchaser's option, Purchaser may either (a) obtain specific performance or (b) cancel this Agreement and recover the Deposit.

12. Brokerage. Purchaser and Seller each hereby represent and warrant to the other that there are no real estate brokers involved or real estate commissions or finder fees payable in connection with the sale of the Property, and each party agrees to hold the other harmless with respect to the same.

13. Duties and Responsibilities of Escrow Agent. Escrow Agent shall deliver the Deposit to Seller or Purchaser promptly after receiving a joint written notice from Seller and Purchaser directing the disbursement of the same, such disbursement to be made in accordance with such direction.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Purchaser or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

- a. Hold the Deposit as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from Purchaser and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;
- b. In the event of litigation between Purchaser and Seller, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or
- c. Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Purchaser or Seller does not prevail in the litigation. Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by

this Agreement. Escrow Agent shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by Purchaser and Seller. Escrow Agent agrees that it will not seek reimbursement for its services but only for its actual and reasonably incurred out-of-pocket expenses. Escrow Agent executes this Agreement solely for the purpose of consent to, and agreeing to be bound by the applicable provisions of, this Agreement.

14. Time of the Essence. Time is of the essence of this Agreement and, if any payment is not timely made, such non-payment shall constitute a default hereunder.


15. Miscellaneous. This Agreement shall be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto. This Agreement represents the entire agreement of the parties and any modification or amendment hereto shall be in writing, signed by the parties hereto. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

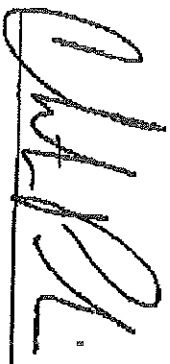
IN WITNESS WHEREOF, the parties hereto, hereto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
H. Page Burnham

\_\_\_\_\_  
Patricia Burnham

\_\_\_\_\_  
BY:  SILVER STREET DEVELOPMENT COMPANY  
1st General Partner  
PRESIDENT



the parties hereto. Time is of the essence of this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_

H. Page Burham

\_\_\_\_\_

Patricia Burham

SILVER STREET DEVELOPMENT COMPANY

\_\_\_\_\_

BY: \_\_\_\_\_  
Its General Partner

The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement

JENSEN BAIRD GARDNER & HENRY

\_\_\_\_\_

The undersigned acknowledges receipt of the Escrow Deposit and agrees to hold and apply the Escrow Deposit and all interest thereon in accordance with the terms and conditions of the foregoing Agreement.

JENSEN BAIRD GARDNER & HENRY



Extension Agreement

This Agreement made as of the 4 day of January, 2000, by and between ELI PAGE BURNHAM and PATRICK A. BURNHAM of Scarborough, Maine ("Seller") and SILVER STREET DEVELOPMENT COMPANY, or its nominee, with a mailing address of 100 Silver Street, Portland, Maine ("Purchaser")

WHEREAS, the parties entered into a certain Purchase and Sale Agreement on May 14, 1999 for the sale of property on North Street, Portland, Maine; and

WHEREAS, the contract called for additional deposit on or before December 31, 1999 in order for it to be extended an additional 90 days; and

WHEREAS, the parties have agreed to an amendment in regard to extensions thereof;

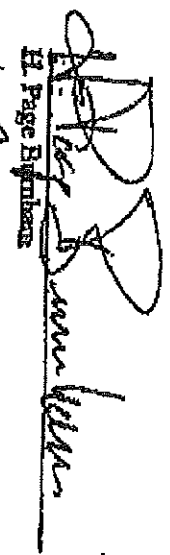
NOW THEREFORE, in consideration of the agreements set forth herein, the parties hereto hereby agree as follows:

1. The Seller agrees to waive the additional \$25,000.00 deposit so long as Purchaser continues to pay \$1,500.00 per month fee throughout the term of this agreement.
2. The Purchaser, by its signature hereon, agrees to make said extension payments and agrees that the original \$25,000.00 deposit shall be forfeit if the Purchaser does not obtain the financing and close according to the time set forth in this extension.
3. This extension shall run through September 1, 2000, subject to the condition that Purchaser must obtain a formal financing commitment from Maine State Housing Authority prior to ~~May 29, 2000~~ and must close on the purchase of these premises prior to September 1, 2000. ~~In the event~~ <sup>in the event</sup> Purchaser is unable to obtain such a commitment or close according to the above dates, this agreement shall automatically terminate and Purchaser shall have no further rights hereunder and shall forfeit its original \$25,000.00 deposit.
4. Should Purchaser fail to timely make any \$1,500.00 monthly payment, this Agreement shall be terminated and Purchaser shall automatically forfeit its initial \$25,000.00 deposit.
5. In all other respects said Purchase and Sale Agreement dated May 14, 1999 is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands all as of the day and year first above written.

Witness:

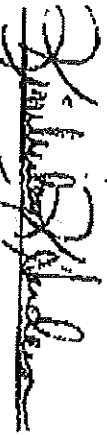
\_\_\_\_\_

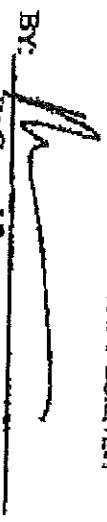
  
H. Page Burdick

\_\_\_\_\_

  
Patricia G. Burdick

SILVER STREET DEVELOPMENT COMPANY



BY:   
Its General Partner-  
P.S.

Extension Agreement

WHEREAS, in May 1999 the parties hereto entered into a purchase and sales contract covering certain premises located at the intersection of Wilbur and North Street in Portland, Maine; and

WHEREAS, the contract was amended to November 30, 2000; and

WHEREAS, various approvals have been acquired, but there is now pending a lawsuit challenging the Portland Planning Board's approval and a citizen's initiative referendum to freeze the development of a 70-unit apartment complex; and

WHEREAS, Buyer needs additional time to respond to the aforementioned challenge;

NOW THEREFORE, the parties hereto agree to extend said agreement as follows:

1. Buyer shall pay to Sellers an additional \$85,000.00 in cash on or before ~~November 30, 2000~~ <sup>in. 10, 2001</sup> and Sellers shall credit said payment and the \$25,000.00 deposit held by them against the purchase price of \$550,000, plus Seller's, Comber and Norwester monthly retention payments of \$1,500 each to be added to the purchase price.

2. Sellers shall convey said premises to Buyer and the balance of the purchase price, including accrued monthly retention payments, will be financed by Sellers by a note at 10% per annum, interest to accrue, with all accrued interest to be paid on the first day of the month following the date that said note is ~~delivered~~ <sup>delivered</sup> by a ~~trustee~~ <sup>trustee</sup>.

3. Closing shall occur on or before ~~November 30, 2000~~ <sup>Jan. 10, 2001</sup> and there is of the essence of this agreement, so that no further extension shall be granted or implied.

4. Buyer shall have until midnight on ~~November 30, 2000~~ <sup>Jan. 10, 2001</sup> to accept this proposal.

5. In all other respects the underlying contract and extensions thereto are incorporated herein and ratified and confirmed hereto.

*[Handwritten signature]*  
DEC 5 2000  
MFB

Jan. 10, 2001  
MFB  
MFB


*[Handwritten signature]*  
in. 10, 2001  
MFB  
MFB




F-12 FAX 2077757935  
Form 15-34 FAX 2077748197  
Form 15-34 FAX 2077757935  
FORM 20-00 REC 02:41 PM JUNE

JENSEN BAIRD  
COMMERCIAL PROPERTIES  
JENSEN BAIRD  
FAX NO. : 4073889925  
FAX NO. 4073111848  
New. 23 2893 ES:02PM P2  
F.15/12  
② 003/003  
② 004

IN WITNESS WHEREOF, the parties have set their hands and seals this 24<sup>th</sup> day of November, 2000.  
*24*  
WITNESS:

SELLER  
  
H. Page Burdick  
\_\_\_\_\_  
Patricia G. Burdick

BUYER  
SEVER STREET DEVELOPMENT  
COMPANY  
\_\_\_\_\_  
By:   
Edgar Gaudin  
Its General Partner

### Extension Agreement

WHEREAS, in May 1999 the parties hereto entered into a purchase and sales contract covering certain premises located at the intersection of Walnut and North Streets in Portland, Maine; and

WHEREAS, that contract was extended to November 30, 2000; and

WHEREAS, various approvals have been acquired, but there is now pending a lawsuit challenging the Portland Planning Board's approval and a citizen's initiated referendum to forestall the development of a 70-unit apartment complex; and

WHEREAS, that contract was extended again to January 10, 2001; and

WHEREAS, Buyer now needs additional time to obtain financing for his closing with the Sellers:

NOW THEREFORE, the parties hereto agree to extend said agreement as follows:

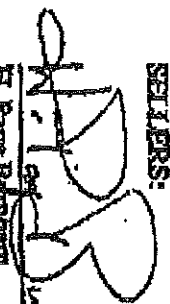
1. Buyer agrees to pay to Sellers an additional \$1,500 extension payment for January and \$2,500 of Sellers' legal fees incurred in obtaining the various extensions and preparing the closing documents.
2. Closing shall occur on or before February 7, 2001 and time is of the essence of this agreement, so that no further extensions shall be granted or implied.
3. Buyer shall have until midnight on January 8, 2001 to accept this proposal and remit the additional \$4,000 payments for said extension fee and legal fee reimbursement.
4. In all other respects the underlying contract, extensions and Seller financing contained therein are incorporated herein and ratified and confirmed hereby.

IN WITNESS WHEREOF, the parties have set their hands and seals this   5   day of January, 2001.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

SELLERS:

  
H. Page Bostrom

  
Patricia G. Bostrom

BUYER:

SILVER STREET DEVELOPMENT  
COMPANY

By:   
Roger Gendron  
Its General Partner



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

19990176  
I. D. Number

\* Street Development Corp

Applicant  
100 Silver Street, Portland, ME 04101  
Applicant's Mailing Address  
John D. Mitchell  
Consultant/Agent  
774-4427

12/30/99  
Application Date  
Apartment Development 72 units  
Project Name/Description  
129 North St, Portland Maine 04101  
Address of Proposed Site  
015-A-001 & 015-A-003  
Assessor's Reference: Chart-Block-Lot

Applicant or Agent Daytime Telephone, Fax

129 North St, Portland Maine 04101

Proposed Development (Check all that apply):  
 Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Change Of Use  Residential  
 95,923 sf 4.7 ac 72 Unit building  
 New Building  Building Addition  
 Proposed Building square Feet or # of Units 4.7 ac  
 Acreege of Site R-5  
 Zoning

**Check Review Required:**

- Site Plan (major/minor)  Subdivision # of lots  PAD Review  14-03 Streets Review
- Flood Hazard  Shoreland  Historic Preservation  DEP Local Certification
- Zoning Conditional Use (ZBA/P/B)  Zoning Variance  Other \_\_\_\_\_  Other \_\_\_\_\_

Fees Paid: Site Plan \$500.00 Subdivision \$1,800.00 Engineer Review \_\_\_\_\_ Date: 12/30/99

**Inspections Approval Status:**

- Approved  Approved w/Conditions see attached  Denied
- Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_ Additional Sheets Attached \_\_\_\_\_  
signature \_\_\_\_\_ date \_\_\_\_\_
- 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

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____	_____	_____
<input type="checkbox"/> Inspection Fee Paid	_____	_____	_____	_____	_____
<input type="checkbox"/> Building Permit Issued	_____	_____	_____	_____	_____
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____	_____	_____
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	_____	_____	_____	_____
<input type="checkbox"/> Final Inspection	_____	_____	_____	_____	_____
<input type="checkbox"/> Certificate Of Occupancy	_____	_____	_____	_____	_____
<input type="checkbox"/> Performance Guarantee Released	_____	_____	_____	_____	_____
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____	_____	_____

**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

**NOTE\*\*If you or the property owner owns 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.**

Applicant SILVER STREET DEVELOPMENT CORP. Application Date DECEMBER 29, 1999

Applicant's Mailing Address 100 SILVER STREET Project Name/Description PROPOSED APARTMENT DEVELOPMENT  
PORTLAND, MAINE 04101

Consultant/Agent JOHN D. MITCHELL, MITCHELL & ASSOCIATES Address Of Proposed Site NORTH STREET and WALNUT STREET

Applicant/Agent Daytime telephone and FAX \_\_\_\_\_ Assessor's Reference, Chart#, Block, Lot# \_\_\_\_\_

Used Development (Check all that apply)  New Building  Building Addition  Change of Use  Residential  Office  Retail

Manufacturing \_\_\_\_\_ Warehouse/Distribution \_\_\_\_\_ Other(Specify) \_\_\_\_\_

72 APARTMENT UNITS 32,161 S.F. 4.7 AC. R-6 RESIDENTIAL ZONE  
FACILITY: TOTAL BLDG. AREA: 95,923 S.F. Acreage of Site Zoning

Proposed Building Square Footage and/or # of Units \_\_\_\_\_

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) 7 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 code applicable to this approval.

Signature of applicant: John D. Mitchell Date: DECEMBER 29, 1999

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.



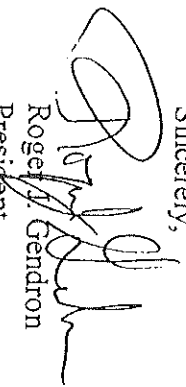
December 29, 1999

John Mitchell  
Mitchell & Associates  
The Staples School  
70 Center Street  
Portland, Maine 04101

Dear John:

This letter authorizes you, John Mitchell, President of Mitchell & Associates, to act as an agent on behalf of Silver Street Development for submission of any and all application materials that relate to your proposed multi-family project located at Walnut and North Streets in Portland, Maine.

Sincerely,



Roger J. Gendron  
President

RJG:kka

One Hundred Silver Street, Portland, Maine 04101

Phone 207.780.9800 • Fax 207.774.8397

## PURCHASE AND SALE AGREEMENT

AGREEMENT made this 14<sup>th</sup> day of May, 1999, by and between H. PAGE BURNHAM and PATRICIA BURNHAM of Scarborough, Maine (hereinafter called "Seller") and SILVER STREET DEVELOPMENT COMPANY, or its nominee, with a mailing address of 100 Silver Street, Portland, Maine (hereinafter called "Purchaser").

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, for the price and upon the terms and conditions hereinafter set forth, certain real property located on Munjoy Hill in Portland, Maine and being more particularly described in Exhibit A attached hereto together with all rights, easements and appurtenances pertaining thereto. Seller will make available to Purchaser all plans and surveys respecting the Property.

2. Purchase Price. The total purchase price for the Property shall be Dollars (\$) ) to be adjusted as provided in paragraph 5, and payable as follows:

- a. Upon execution of this Agreement, Purchaser shall pay to Jensen Baird Gardner & Henry, as Escrow Agent, the sum of Dollars (\$ ) (the "Deposit"). The Deposit shall be held in an interest bearing account at an insured depository institution and shall be paid to Seller at Closing, as defined in Paragraph 3 hereof, or otherwise shall be applied in accordance with the terms of this Agreement

- b. At Closing, Purchaser shall pay Seller the balance of the purchase price less any additional deposits, in cash or by certified bank check or confirmed wire transfer.

3. Closing. Closing shall occur, except as may otherwise be provided herein, on or before December 31, 1999 (herein the "Closing Date"), at the offices of Jensen Baird Gardner & Henry, Ten Free Street, Portland, Maine, or at the designated offices of the Lender or a place selected by said Lender, or at such earlier time or other place as designated by written notice by Purchaser to seller at least five days prior to Closing. Notwithstanding the foregoing, Purchaser shall pay a \$1,500.00 per month extension fee to Seller commencing sixty (60) days after the effective date of this Agreement. After December 31, 1999 Purchaser shall have the right to extend the Closing Date for up to an additional ninety (90) days provided it continues to make said \$1,500.00 per month payments and is not otherwise in default hereunder, and can demonstrate to Sellers reasonable satisfaction that it is in the process of finalizing any and all land use approvals required with any appeal periods expired and has obtained financing terms acceptable to it. Said earnest money deposit shall be increased by an additional

Dollars (\$) ) in consideration of said ninety (90) day extension.

Purchaser shall have sixty (60) days from the acceptance of the within Contract to satisfy itself that title, zoning and soils conditions are satisfactory in all respects for its planned use of the property. Seller grants Purchaser permission to enter the property to conduct any tests, surveys or studies needed to satisfy itself so long as Purchaser indemnifies and holds Seller harmless from any and all claims as a result of such entry and so long as the property is restored to the condition as nearly as is practicable, as existed prior to its entry.

Should there be objections to title, Purchaser will notify Seller within said sixty (60) day period. Thereafter, Seller will have ninety (90) days to remove said objections and will use their best efforts to resolve any objections. Should they not be able to then, Purchaser (i) shall be entitled to a refund of any deposits made and its rights hereunder will cease and determine or (ii) it may elect to proceed to Closing.



4. Conveyance Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient warranty deed conveying to Purchaser the Property in fee simple, with good and marketable title thereto, free and clear of all liens and encumbrances, except as set forth in Exhibit A hereto or except such easements as do not materially interfere with the existing use and occupancy of the Property, free of any tenants in possession.

5. Possession: Closing Adjustments. Full possession of the Property will be transferred to Purchaser at Closing. The following items will be prorated and/or adjusted between Purchaser and Seller as of the Closing Date:

- a. If Seller removes the fill and has the grading done at said site as per its City approved site plan, then the purchase price shall be increased by Forty-eight Thousand and 00/100 Dollars (\$48,000.00);
- b. real estate taxes for the then-current municipal tax year prorated over the period of the City of Portland municipal tax year; and
- c. any utility or municipal charges, which are not susceptible of a "final billing" as of the Closing Date, shall be prorated or apportioned between the parties.

Any other charges or expenses for services, utilities, or other charges against the Property shall be determined for final billing as of the Closing Date, and Seller shall be responsible for all such charges through the Closing Date, and, to the extent reasonably practical, such charges shall be paid at Closing. Seller and Purchaser shall each pay their own real estate transfer tax as assessed by Maine law.

6. Seller's Representations. Seller hereby represents and warrants to Purchaser as follows with respect to this Agreement:

- a. Seller has good and marketable title to the Property in accordance with this Agreement, and there are no liens or monetary encumbrances affecting the Property.

- b. Seller has full right and authority to sell the Property to Purchaser and is not, as of the date of this Agreement, under any legal disability which would prohibit the consummation of the agreements called for herein, and the person executing this Agreement is under no legal disability.

7. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows with respect to this Agreement:

- a. Purchaser shall proceed with due diligence and shall use its best efforts in applying for and obtaining a loan for mortgage financing and applicable land use approvals for a multiple residential unit apartment complex.

8. Financing. Purchaser's obligations hereunder are contingent upon Purchaser obtaining the mortgage loan financing and land use approvals with all appeals periods expired, except that the \$1,500.00 monthly extension fee shall be non-refundable in all events and the initial deposit will be non-refundable if the closing does not occur prior to December 31, 1999 and/or the additional extension deposit is not made prior to said date. In no event shall this contract extend beyond March 31, 2000..

9. Inspections of Property and Records. Purchaser shall have the right to make such inspections, tests, studies, surveys, engineering analysis, and reports done on or with respect to the Property as Purchaser deems reasonably necessary to enable it to evaluate the Property in connection with the acquisition and financing of the Property within forty five (45) days of the acceptance of this Contract. Except as set forth in this Agreement, Seller makes no representations or warranties with respect to the condition of the Property, and Purchaser shall rely solely upon its own inspections and tests to determine the condition of the Property. Purchaser shall defend, indemnify, and hold harmless Seller from any damage or claim arising out of Purchaser's exercise of the within rights, and Purchaser shall restore any areas disturbed in the exercise of such rights.

In the event that the results of any of the forgoing investigations shall be unsatisfactory to Purchaser in the exercise of its reasonable judgment within said forty-five (45) days, then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller. Thereafter any objection to the foregoing not raised by Purchaser shall be deemed waived, and Purchaser shall have no right to terminate this Agreement on account thereof, provided, however, that Purchaser shall have the continuing right of access for such inspections and examinations related to its financing and purchase through Closing.

10. Risk of Loss. In the event of material damage to the Property by fire or otherwise or a material taking by condemnation or eminent domain prior the Closing Date, Purchaser shall have the right to cancel this Agreement by giving written notice to the Seller, and the Deposit shall forthwith be returned to Purchaser and thereafter neither party shall have any further rights or responsibilities hereunder. If Purchaser does not so elect to cancel this Agreement, or if such material damage or a taking does not occur, this Agreement shall remain in full force and effect and Seller shall pay over or assign to Purchaser at the Closing any insurance or condemnation proceeds, rights or awards receivable or received as result of such damage, destruction, taking or condemnation less any amounts reasonably expended for repairs or restoration.

11. Default. If the Purchaser, having satisfied its conditions to Closing hereunder or having failed to object to any condition not satisfied, shall fail to close in accordance with this Agreement or shall fail during the term of this Agreement to may any payment required hereunder, then the entire Deposit shall be delivered to the Seller as fixed and liquidated damages for the failure of the Purchaser to perform under this Agreement, provided that this sentence shall not be construed to limit of modify the other provisions of this Agreement which make portions of the Deposit non-refundable of their own force and effect. If Seller fails to close or to perform any of its obligations under this Agreement, then, at Purchaser's option, Purchaser may either (a) obtain specific performance or (b) cancel this Agreement and recover the Deposit.

12. Brokerage. Purchaser and Seller each hereby represent and warrant to the other that there are no real estate brokers involved or real estate commissions or finder fees payable in connection with the sale of the Property, and each party agrees to hold the other harmless with respect to the same.

13. Duties and Responsibilities of Escrow Agent. Escrow Agent shall deliver the Deposit to Seller or Purchaser promptly after receiving a joint written notice from Seller and Purchaser directing the disbursement of the same, such disbursement to be made in accordance with such direction.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Purchaser or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

- a. Hold the Deposit as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from Purchaser and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;
- b. In the event of litigation between Purchaser and Seller, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or
- c. Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Purchaser or Seller does not prevail in the litigation. Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by

this Agreement. Escrow Agent shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by Purchaser and Seller Escrow Agent agrees that it will not seek reimbursement for its services but only for its actual and reasonably incurred out-of-pocket expenses. Escrow Agent executes this Agreement solely for the purpose of consent to, and agreeing to be bound by the applicable provisions of, this Agreement.

14. Time of the Essence. Time is of the essence of this Agreement and, if any payment is not timely made, such non-payment shall constitute a default hereunder.

15. Miscellaneous. This Agreement shall be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto This Agreement represents the entire agreement of the parties and any modification or amendment hereto shall be in writing, signed by the parties hereto. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
H. Page Burnham

\_\_\_\_\_  
Patricia Burnham

SILVER STREET DEVELOPMENT COMPANY

By: \_\_\_\_\_  
Its General Partner

\_\_\_\_\_  
PRESIDENT