


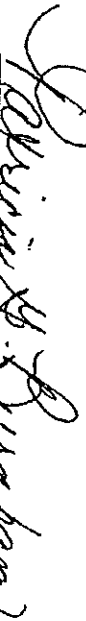
the parties hereto. Time is of the essence of this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

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



EXHIBIT A

A certain lot or parcel of land in the City of Portland, County of Cumberland, and State of Maine, situated on the Easterly side of North Street in said City bounded and described as follows:

Beginning on the Easterly sideline of said North Street at a point being 184.00 feet distant from and on a course of N 20° 21' 30" W from the intersection formed by said Easterly sideline of North Street and the Northerly sideline of Walnut Street in said Portland;

Thence N 69° 38' 30" E 90 feet to land now or formerly of the Portland Water District;

Thence by land of said Portland Water District on the following described courses and distances: N 20° 21' 30" W 190.67 feet to a point; Thence N 73° 18' E 221.93 feet to a point; Thence S 16° 43' 30" E 172.60 feet to a point; Thence S 82° 27' 35" E 67.63 feet to a point;

Thence the following described courses and distances:

N 20° 45' W 185.73 feet to a point; Thence N 69° 15' E 41.99 feet to a point; Thence N 20° 45' W 147 feet to a point; Thence S 69° 15' W 12.50 feet to a point; Thence N 20° 45' W 73.17 feet to land now or formerly of the City of Portland;

Thence by land of said City of Portland S 67° 15' 30" W 387.36 feet to said Easterly sideline of North Street;

Thence by said Easterly sideline of North Street S 20° 21' 30" E 362.60 feet to the point of beginning.

The above described premises are conveyed subject to and with the benefit of the appurtenant easements, licenses, rights and privileges which were created by a certain Declaration of Easements dated June 25, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3565, Page 84, as amended.

Reference is made to a deed from the Portland Water District dated October 20, 1972 and recorded at said Registry in Book 3314, Page 221, as modified by deeds recorded in Book 3565, Page 78 and 82, whereby the above-described premises is subject to the terms and conditions and restrictions contained therein.

The above-described premises are conveyed subject to microwave beams crossing over the premises and any rights to maintain the same; which microwave beams are shown on the survey entitled "Eastern Promenade Condominiums, Portland, Maine" by H.J. & E.C. Jordan, Surveyors, dated March 28, 1974, revised July 16, 1974, recorded at said Registry in Book 100, Page 18.

The above-described premises are also conveyed subject to Portland Water District Multiple Services Agreement between Union Mutual Life Insurance Company and said District dated June 13, 1974 and recorded at said Registry in Book 3561, Page 58.

Excluding, however, therefrom a certain lot or parcel of land located northerly of, but not adjacent to Walnut Street in the City of Portland, County of Cumberland and State of Maine, conveyed by H. Page Burnham and Patricia C. Burnham to Promenade East Condominium Association, Inc. by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 268, bounded and described therein as follows:

Being Lot 2 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar found at the northeasterly corner of land of the Grantor as described in Cumberland County Registry of Deeds in Book 10789, Page 228;

Thence South 20°-45'-00" East by land now or formerly of Promenade East Condominium Association, Inc., 73.17 feet to a 5/8 inch rebar found;

Thence North 69°-15'-00" East, by land of said Promenade East Condominium Association, Inc., 12.50 feet to a P.K. nail found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 147.00 feet to a P.K. nail found;

Thence South 69°-15'-00" West, by land of said Promenade East Condominium Association, Inc., 41.99 feet to a 5/8 inch rebar found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 185.73 feet to a 5/8 inch rebar found and land now or formerly of Portland Water District as reserved in said Registry of Deeds in Book 3314, Page 221;

Thence North 82°-27'-35" West, by land of said Portland Water District, 15.77 feet to a 5/8 inch rebar set;

Thence North 07°-32'-25" East, through land of the Grantor, 14.59 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 250.00 feet to a 5/8 inch rebar set;

Thence North 49°-59'-56" West, by land retained by the Grantor, 28.65 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 108.83 feet to a 5/8 inch rebar set and land now or formerly of the City of Portland as described in said Registry of Deeds in Book 1943, Page 106;

Thence North 67°-15'-30" East, by land of said City of Portland, 50.49 feet to the point of beginning.

Bearings are based on magnetic north, 1972.

Above described lot is a portion of the land conveyed by Apex, Inc. to H. Page Burnham and Patricia G. Burnham by deed dated June 25, 1993, recorded in the Cumberland County Registry of Deeds in Book 10789, Page 226.

The above described lot is subject to all easements and restrictions of record.

Grantors also hereby convey to Grantee any rights by easement or otherwise acquired by it in said Apex deed as to property of Promenade East Condominium Association, Inc. other than the conveyance and those rights confirmed by deed of recent date from said Promenade East Condominium Association, Inc., including specifically all rights to the swimming pool located on said Promenade East Condominium Association, Inc. properties and all rights by easement or otherwise to that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 3769 PG 123, on said Plan, except to reserve to itself specifically a view easement more specifically set forth in the recent deed from Promenade East Condominium Association, Inc. to the Grantors herein. Grantors further reserve all easement rights referenced in said Apex deed for the connection of utilities over, through and across said first above described parcel on the condition that if the use of said rights causes any disturbance of the land, grass or shrubbery on said premises, the Grantors will restore the same to its condition prior to said disturbance. Grantors further reserve the right to existing drainage across property of the Grantee and more specifically the right to construct new drainage by means of underground storm sewers along the common property line of Grantee and Jack Elementary School to channel storm water off of its premises, which said underground storm sewer shall cross the premises first above described.

In addition, another lot or parcel of land located on the northerly side of Walnut Street and the easterly side of North Street in the City of Portland, County of Cumberland and State of Maine, conveyed by Promenade East Condominium Association to H. Page Burnham and Patricia C. Burnham by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 271, bounded and described therein as follows:

A certain lot or parcel of land with any buildings thereon, located on the northerly side of Walnut Street and the easterly side of North Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being Lot 1 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar set at the intersection of the northerly sideline of Walnut Street and the easterly sideline of North Street;

Thence North 20°-21'-30" West, along the easterly sideline of said North Street, 184.00 feet to a 5/8 inch rebar found and land now or formerly of H. Page Burnham and Patricia G. Burnham as described in a deed recorded in Cumberland County Registry of Deeds in Book 10789, Page 226;

Thence North 69°-38'-30" East by land of said Burnham, 90.00 feet to a 5/8 inch rebar found and land now or formerly of the Portland Water District as reserved in deed recorded in said Registry of Deeds in Book 3314, Page 221;

Thence South 20°-21'—30" East, by land of Portland Water District, 167.49 feet to a 5/8 inch rebar set on the northerly sideline of Walnut Street;

Thence South 59°-15'-00" West, along the northerly sideline of said Walnut Street, 91.50 feet to the point of beginning.

Bearings are based on magnetic north, 1972.

The above described lot is a portion of land as described in said Registry of Deeds in Book 3769, Page 123, Promenade East Condominium Declaration, and as recently amended.

Grantor also releases any rights by easement or otherwise in adjoining land of Grantees and/or the Portland Water District, as shown on said Plan, except as set forth in a deed from Grantees of even date to be recorded herewith or except as reserved below. Grantor reserves the right for utilities and for passage by foot or vehicle in a northeasterly or southwesterly direction over a strip of land owned by Portland Water District which strip of land runs westerly from Walnut Street between the premises of Grantor as shown on said Plan. Grantor further hereby conveys to Grantees a view easement for the benefit of Grantees adjoining premises over that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 3769 PG 123 on said Plan and agrees that its sole use of said parcel will be for parking and/or related purposes.

RO/10352/P&S

MITCHELL & ASSOCIATES
LANDSCAPE ARCHITECTS

December 29, 1999

Ms. Sarah Hopkins, Senior Planner
and Planning Board Members
City of Portland
389 Congress Street
Portland, Maine 04101

RE: Proposed Apartment Development

Dear Sarah and Planning Board Members:

On behalf of Silver Street Development Corp., we are pleased to submit this Sketch Plan application for a proposed 72 unit apartment development to be located on the northerly corner of North Street and Walnut Street in Portland.

Silver Street Development Corp.

Silver Street Development Corp. of Portland, Maine is a firm specializing in the acquisition and construction of affordable housing developments. With a portfolio of over 1,000 units to date, Silver Street has experience in all forms of multi-family development, including new construction, rehabilitation of existing projects, and historic rehabilitation. Silver Street has developed and owns both affordable and market rent properties, including several mixed-income projects.

The four principals of Silver Street Development—Richard McGoldrick, Roger Gendron, Chris Poulin and Roger Bliodeau—have extensive experience in all facets of real estate development. Silver Street Development is particularly adept at assembling a variety of complicated funding sources to successfully complete an otherwise impossible development. Silver Street Development has the experience, expertise, and financial strength to finish the difficult projects, while improving the community and providing affordable housing.

The Site

The subject parcel, Map 15, Lot 1, is a 2.4 acre site located at the top of Munjoy Hill, with access from North Street and Walnut Street. It is bounded on the north by Jack Elementary School, on the east by the Promenade East Condominium development, on the south by Walnut Street and on the west by North Street. The property is horseshoe shaped and essentially surrounds a 2.3 acre site (Map 15, Lots 2 & 3) owned by the Portland Water District (PWD). The PWD property, consisting of an underground concrete water storage tank, will be leased by the applicant for access, parking and open space.

THE STAPLES SCHOOL
70 CENTER STREET
PORTLAND, MAINE 04101

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

Remains of the former open-air reservoir earth berm still exists on the site and is approximately 30 feet above the natural grades along North Street. The surface of the underground reservoir consists of two paved tennis courts and thick grass cover. There are no wetlands known to exist on the property.

Project Description

The proposed apartment development consists of 72 apartments in two buildings – one consisting of townhouse type apartments and the other of garden type apartments. The unit mix consists of 16 three-bedroom townhouse apartments; and 15 three-bedroom, 39 two-bedroom, and 2 one-bedroom garden apartments.

Both buildings were designed with detailing and materials that are in keeping with surrounding traditional structures in the neighborhood. The scale of the buildings was limited to three stories with prominently pitched and staggered roof lines to compliment the character of the project's medium-density historic context.

All proposed buildings have been sited with an approximate 10.4 degree staggered saw-tooth angle off North Street, continuing this existing rhythm onto the site.

Townhouse Building: In addition to the saw-tooth staggering of the 16 duplex townhouse apartment units, these units were designed to incorporate numerous other traditional characteristics of the neighborhood. First, the buildings scale for 3 stories is consistent with most of the residential structures in the neighborhood. The duplex-pairs also incorporate the use of off-street driveway parking and a split level entry porch and stair to replicate the traditional characteristic of having the units “face the street”. The combination of the saw tooth stagger, the split-level entries, an interesting fenestration pattern and projecting gable at each unit create a character that is very much in keeping with the context of the neighborhood yet clearly expresses their contemporary origin.

Garden Apartments: This building consists of 56 garden apartment units on three stories. As with the townhouse building, this building was also designed to respect context in many of the same ways. First, this building is also sited to neatly tie into the saw-tooth rhythm of North Street. It's three stories with numerous roof-line gables and breaks create an interesting architectural composition and compliment the vertical scale of the neighborhood. The building is accessed through four pedestrian scaled entries, one of which opens gracefully to a public lobby and community space. This building will be sprinkled in accordance with the requirements of NFPA 13R and as approved by the State Fire Marshal, State of Maine.

All buildings fit within the height, setback and density requirements of the city's zoning ordinance and meet the height and area limitations of the BOCA National Building Code 1996 and will meet all the requirements of NFPA Life Safety Code 1997 as adopted by the City of Portland.

Utilities

Water service will be provided from an existing 12 inch water line located in North Street. A 2 inch domestic and a 6 inch fire service will be extended to the 56 unit Garden Apartment structure.

Sanitary sewer will be provided from an existing sewer line located in North Street.

Underground electric, telephone and cable television will be provided from above ground services along North Street.

Submission

This application for Sketch Plan review includes the following information:

1. Cover letter, dated December 29, 1999
2. Site Review Pre-Application Form
3. Letter of Authorization
4. Copy of Purchase & Sale Agreement
5. Application Fee
6. Existing Conditions Plan
7. Sketch Plan
8. Garden Apartments Plans and Elevations
9. Townhouse Plans and Elevations

If you desire any additional information, please do not hesitate to contact us. We look forward to our meeting with the Board on January 11, 1999.

Sincerely,
Mitchell & Associates


John D. Mitchell

Enclosure

cc: Drew Fitch
Ben Walter

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.**

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# _____

Proposed 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.
FACPRINT : TOTAL BLDG. AREA : 95,923 S.F. 4.7 AC. R-6 RESIDENTIAL ZONE
Proposed Building Square Footage and /or # of Units _____ Average of Site _____ Zoning _____

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.



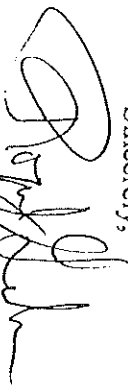
December 29, 1999

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 14th 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

By: 
SILVER STREET DEVELOPMENT COMPANY
Its General Partner
RESIDENT



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 Burnham

Patricia Burnham

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

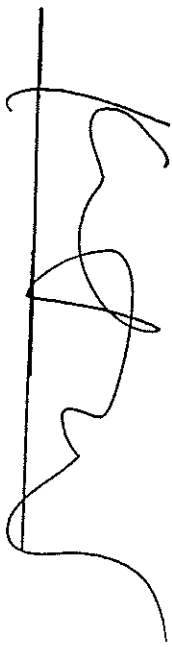
A handwritten signature in black ink, appearing to be 'JBGH', written over a horizontal line.

EXHIBIT A

A certain lot or parcel of land in the City of Portland, County of Cumberland, and State of Maine, situated on the Easterly side of North Street in said City bounded and described as follows:

Beginning on the Easterly sideline of said North Street at a point being 184.00 feet distant from and on a course of N 20° 21' 30" W from the intersection formed by said Easterly sideline of North Street and the Northerly sideline of Walnut Street in said Portland;

Thence N 69° 38' 30" E 90 feet to land now or formerly of the Portland Water District;

Thence by land of said Portland Water District on the following described courses and distances: N 20° 21' 30" W 190.67 feet to a point; Thence N 73° 18' E 221.93 feet to a point; Thence S 16° 43' 30" E 172.60 feet to a point; Thence S 82° 27' 35" E 67.63 feet to a point;

Thence the following described courses and distances:

N 20° 45' W 185.73 feet to a point; Thence N 69° 15' E 41.99 feet to a point; Thence N 20° 45' W 147 feet to a point; Thence S 69° 15' W 12.50 feet to a point; Thence N 20° 45' W 73.17 feet to land now or formerly of the City of Portland;

Thence by land of said City of Portland S 67° 15' 30" W 387.36 feet to said Easterly sideline of North Street;

Thence by said Easterly sideline of North Street S 20° 21' 30" E 362.60 feet to the point of beginning.

The above described premises are conveyed subject to and with the benefit of the appurtenant easements, licenses, rights and privileges which were created by a certain Declaration of Easements dated June 25, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3565, Page 84, as amended.

Reference is made to a deed from the Portland Water District dated October 20, 1972 and recorded at said Registry in Book 3314, Page 221, as modified by deeds recorded in Book 3565, Page 78 and 82, whereby the above-described premises is subject to the terms and conditions and restrictions contained therein.

The above-described premises are conveyed subject to microwave beams crossing over the premises and any rights to maintain the same, which microwave beams are shown on the survey entitled "Eastern Promenade Condominiums, Portland, Maine" by H.I. & E.C. Jordan, Surveyors, dated March 28, 1974, revised July 16, 1974, recorded at said Registry in Book 100, Page 18.

The above-described premises are also conveyed subject to Portland Water District Multiple Services Agreement between Union Mutual Life Insurance Company and said District dated June 13, 1974 and recorded at said Registry in Book 3561, Page 58.

Excluding, however, therefrom a certain lot or parcel of land located northerly of, but not adjacent to Walnut Street in the City of Portland, County of Cumberland and State of Maine, conveyed by H. Page Burnham and Patricia C. Burnham to Promenade East Condominium Association, Inc. by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 268, bounded and described therein as follows:

Being Lot 2 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar found at the northeasterly corner of land of the Grantor as described in Cumberland County Registry of Deeds in Book 10789, Page 228;

Thence South 20°-45'-00" East by land now or formerly of Promenade East Condominium Association, Inc., 73.17 feet to a 5/8 inch rebar found;

Thence North 69°-15'-00" East, by land of said Promenade East Condominium Association, Inc., 12.50 feet to a P.K. nail found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 147.00 feet to a P.K. nail found;

Thence South 69°-15'-00" West, by land of said Promenade East Condominium Association, Inc., 41.99 feet to a 5/8 inch rebar found;

Thence South 20°-45'-00" East by land of said Promenade East Condominium Association, Inc., 185.73 feet to a 5/8 inch rebar found and land now or formerly of Portland Water District as reserved in said Registry of Deeds in Book 3314, Page 221;

Thence North 82°-27'-35" West, by land of said Portland Water District, 15.77 feet to a 5/8 inch rebar set;

Thence North 07°-32'-25" East, through land of the Grantor, 14.59 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 250.00 feet to a 5/8 inch rebar set;

Thence North 49°-59'-56" West, by land retained by the Grantor, 28.65 feet to a 5/8 inch rebar set;

Thence North 20°-45'-00" West, by land retained by the Grantor, 108.83 feet to a 5/8 inch rebar set and land now or formerly of the City of Portland as described in said Registry of Deeds in Book 1943, Page 106;

Thence North 67°-15'-30" East, by land of said City of Portland, 50.49 feet to the point of beginning.

Bearings are based on magnetic north, 1972.

Above described lot is a portion of the land conveyed by Apex, Inc. to H. Page Burnham and Patricia G. Burnham by deed dated June 25, 1993, recorded in the Cumberland County Registry of Deeds in Book 10789, Page 226.

The above described lot is subject to all easements and restrictions of record.

Grantors also hereby convey to Grantee any rights by easement or otherwise acquired by it in said Apex deed as to property of Promenade East Condominium Association, Inc. other than the conveyance and those rights confirmed by deed of recent date from said Promenade East Condominium Association, Inc., including specifically all rights to the swimming pool located on said Promenade East Condominium Association, Inc. properties and all rights by easement or otherwise to that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 5769 PG 123, on said Plan, except to reserve to itself specifically a view easement more specifically set forth in the recent deed from Promenade East Condominium Association, Inc. to the Grantors herein. Grantors further reserve all easement rights referenced in said Apex deed for the connection of utilities over, through and across said first above described parcel on the condition that if the use of said rights causes any disturbance of the land, grass or shrubbery on said premises, the Grantors will restore the same to its condition prior to said disturbance. Grantors further reserve the right to existing drainage across property of the Grantee and more specifically the right to construct new drainage by means of underground storm sewers along the common property line of Grantee and Jack Elementary School to channel storm water off of its premises, which said underground storm sewer shall cross the premises first above described.

In addition, another lot or parcel of land located on the northerly side of Walnut Street and the easterly side of North Street in the City of Portland, County of Cumberland and State of Maine, conveyed by Promenade East Condominium Association to H. Page Burnham and Patricia C. Burnham by Warranty Deed dated October 10, 1995 and recorded in the Cumberland County Registry of Deeds at Book 12156, Page 271, bounded and described therein as follows:

A certain lot or parcel of land with any buildings thereon, located on the northerly side of Walnut Street and the easterly side of North Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Being Lot 1 as shown on plan entitled "Proposed Property Transactions, Located on North Street and Walnut Street, Portland, Maine", dated November 1994, prepared for Burnham Enterprises, Scarborough, Maine, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 195, Page 292, and more particularly described as follows:

Beginning at a 5/8 inch rebar set at the intersection of the northerly sideline of Walnut Street and the easterly sideline of North Street;

Thence North 20°-21'-30" West, along the easterly sideline of said North Street, 184.00 feet to a 5/8 inch rebar found and land now or formerly of H. Page Burnham and Patricia G. Burnham as described in a deed recorded in Cumberland County Registry of Deeds in Book 10789, Page 226;

Thence North 69°-38'-30" East by land of said Burnham, 90.00 feet to a 5/8 inch rebar found and land now or formerly of the Portland Water District as reserved in deed recorded in said Registry of Deeds in Book 3314, Page 221;

Thence South 20°-21'--30" East, by land of Portland Water District, 167.49 feet to a 5/8 inch rebar set on the northerly sideline of Walnut Street;

Thence South 59°-15'-00" West, along the northerly sideline of said Walnut Street, 91.50 feet to the point of beginning.

Bearings are based on magnetic north, 1972.

The above described lot is a portion of land as described in said Registry of Deeds in Book 3769, Page 123, Promenade East Condominium Declaration, and as recently amended.

Grantor also releases any rights by easement or otherwise in adjoining land of Grantees and/or the Portland Water District, as shown on said Plan, except as set forth in a deed from Grantees of even date to be recorded herewith or except as reserved below. Grantor reserves the right for utilities and for passage by foot or vehicle in a northeasterly or southwesterly direction over a strip of land owned by Portland Water District which strip of land runs westerly from Walnut Street between the premises of Grantor as shown on said Plan. Grantor further hereby conveys to Grantees a view easement for the benefit of Grantees adjoining premises over that parcel located northerly of Walnut Street designated as N/F Promenade East Condominium BK 3769 PG 123 on said Plan and agrees that its sole use of said parcel will be for parking and/or related purposes.

JRC/M 0352/P&S

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

19990176

I. D. Number

12/30/1999

Application Date

Island View Apartments

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

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

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) **70 Unit building**

95,923 sf

4.7 ac

R-6

Proposed Building square Feet or # of Units

Acreeage of Site

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 Zoning Variance Other _____
 Use (ZBA/PP3)

Fees Paid: Site Plan \$500.00 Subdivisio \$1,800.00 Engineer Review \$2,842.00 Date 12/30/1999

Planning Approval Status:

Approved Approved w/Conditions Denied
 See Attached

Reviewer Wm B. Needelman

Approval Date 10/24/2000 Approval Expiration 10/24/2001 Extension to _____ Additional Sheets Attached

OK to Issue Building Permi William B. Needelman 02/14/2001 date
 signature

Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted 02/14/2001 date \$504,174.00 amount _____ expiration date

Inspection Fee Paid 02/09/2001 date \$10,083.66 amount _____ expiration date

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 _____ signature

Performance Guarantee Released _____ date _____ signature

Defect Guarantee Submitted _____ date _____ amount _____ expiration date

Defect Guarantee Released _____ date _____ signature

**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
Application Date

100 Silver Street, Portland, ME 04101

Island View Apartments

Applicant's Mailing Address

Project Name/Description

John D. Mitchell

129 - 129 North St, Portland Maine 04101

Consultant/Agent

Address of Proposed Site

774-4427

015 A001 & 015 A 003

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) **70 Unit building**

95,923 sf 4.7 ac R-6

Proposed Building square Feet or # of Units Acreege of Site Zoning

Check Review Required:

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

Fees Paid: Site Plan \$500.00 Subdivision \$1,800.00 Engineer Review \$2,842.00 Date: 12/30/1999

Inspections Approval Status: Reviewer Marge Schmuckal

Approved Approved w/Conditions Denied
 see attache

Approval Date 02/06/2001 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 02/14/2001 \$504,174.00 _____ expiration date _____
 amount

Inspection Fee Paid 02/09/2001 \$10,083.66 _____ expiration 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 _____ signature _____

Performance Guarantee Released _____ date _____ signature _____

Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date _____

Defect Guarantee Released _____ date _____ signature _____

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
D.R.C. Copy**

19990176
I. D. Number

Silver Street Development Corp

12/30/1999

Applicant
100 Silver Street, Portland, ME 04101

Application Date

Applicant's Mailing Address

Island View Apartments

John D. Mitchell

Project Name/Description

774-4427

129 - 129 North St, Portland Maine 04101

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):
 New Building
 Building Addition
 Change Of Use
 Residential
 Office
 Retail
 Manufacturing
 Warehouse/Distribution
 Parking Lot
 Other (Specify) **70 Unit building**

95,923 sf
4.7 ac
R-6
Zoning

Proposed Building square Feet or # of Units

Acreage of Site

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 \$500.00 Subdivision \$1,800.00 Engineer Review \$2,842.00 Date: 12/30/1999

DRC Approval Status:

Approved Approved w/Conditions see attache Denied

Reviewer

Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached

Condition Compliance wbn for Steve Bushy 02/14/2001 date _____ signature _____

Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted 02/14/2001 date \$504,174.00 amount _____ expiration date _____

Inspection Fee Paid 02/09/2001 date \$10,083.66 amount _____ expiration date _____

Building Permit _____ date _____

Performance Guarantee Reduced _____ date _____

Temporary Certificate Of Occupancy _____ date _____ remaining balance _____ signature _____

Conditions (See Attached) _____ expiration date _____

Final Inspection _____ date _____ signature _____

Certificate Of Occupancy _____ date _____ signature _____

Performance Guarantee Released _____ date _____ signature _____

Defect Guarantee Submitted _____ date _____ amount _____ signature _____

Defect Guarantee Released _____ date _____ amount _____ signature _____

_____ submitted date _____ expiration date

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

19990176

I. D. Number

Silver Street Development Corp

12/30/1999

Applicant

100 Silver Street, Portland, ME 04101

Application Date

Applicant's Mailing Address

Island View Apartments

John D. Mitchell

Project Name/Description

Consultant/Agent

129 - 129 North St, Portland Maine 04101

Address of Proposed Site

774-4427

015 A001 & 015 A 003

Applicant or Agent Daytime Telephone, Fax

Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

Planning Conditions of Approval

That prior to the issuance of the certificate of occupancy, the applicant provide \$20,000 in escrow to be used for off-site traffic improvements, should, in the sole discretion of the City Traffic Engineer, a demonstrable need arise.

Inspections Conditions of Approval

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 le under the parking area be required as suggested by the appellant.
4. Prior 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 Asri), future traffic demands indicate a demonstrable need.

Fire Conditions of Approval

Applicant must show hydrant within 800' path of travel.

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

19990176

I. D. Number

Silver Street Development Corp

12/30/1999

Applicant

Application Date

100 Silver Street, Portland, ME 04101

Island View Apartments

Applicant's Mailing Address

Project Name/Description

John D. Mitchell

Consultant/Agent

129 - 129 North St, Portland Maine 04101

Address of Proposed Site

774-4427

015 A001 & 015 A 003

Applicant or Agent Daytime Telephone, Fax

Assessor's Reference: Chart-Block-Lot

Public Works - Engineering Comments

Public Works - Sewer Comments

Public Works - Traffic Comments

Parks and Recreation Comments

MITCHELL & ASSOCIATES
LANDSCAPE ARCHITECTS

received
8/23/07

August 10, 2001

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

Re: **Island View Apartments**
Di mini mus Change

Dear Bill,

The following is a request for two Di mini mus changes to the Island View apartment project. As we discussed last week, two-dimensional issues were encountered that had a direct bearing on meeting the required setbacks for the proposed structures. The requests are as follows:

1. The first is an after the fact request for the shifting of the Garden apartment building 1 foot to the northwest, parallel to North Street. This request is to address the minimum required 11 foot setback from the Portland Water District parcel. When laying out the building footings the contractors surveyor encountered a minor error in the geometry due to an apparent typographical error in a meters and bounds for the parcel. The difference was minimal and has no significant impact on the parcel. However, the setback had to be met. The shifting of the entire building by one foot does not impact any required setbacks or alter any of the proposed and or required improvements. Enclosed for your review is exhibit 2 documenting the change that has occurred. In addition we have enclosed a certification from the surveyor that the building foundation as constructed to date is in conformance with the required setbacks.
2. The second request is for the shifting of the Townhouse units 6 inches to the northwest and parallel to North Street to meet the required 10 foot setback from the Walnut Street property line. The setback is the result of a 6 inch projection for a bay window that was developed as part of the architectural plans amended during the approval process and not addressed on the site plan. Mitchell & Associates contacted Marge Schmuckal, Zoning Administrator to confirm the setback for this projection. Marge indicated that roof overhangs up to two feet could encroach into the setback, however building projections such as windows must comply with the setback. The construction of the footings for the construction of the first 8 unit building has been delayed until the planning department has rendered a decision. We have prepared the attached exhibit 3 to document the required shift in order to meet the setback. The moving of the building does not impact any setbacks or alter any of the required improvements.

THE STAPLES SCHOOL
70 CENTER STREET
PORTLAND, MAINE 04101

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

In our previous conversation the issue of documentation of the changes was discussed and we indicated that all changes would be addressed and recorded on the as built drawings that are required upon completion of the project. We trust that this would be an acceptable means of documentation. 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 to a point where building framing can begin. We would appreciate your processing of this request at your earliest convenience. Should you have any questions or comments, please do not hesitate to contact our office.

Sincerely,
Mitchell & Associates



Robert B. Metcalf

Enclosure

Cc Rick Hanson
Walter Webber
Ben Walter

Royal River Survey Company
43 Marina Road
Yarmouth, Maine 04096

August 3, 2001

RECEIVED
AUG 06 2001

Mr. Tom Burrill
Wright Ryan Construction
10 Danforth Street
Portland, Maine 04101

RE: Location of new construction

BY:-----

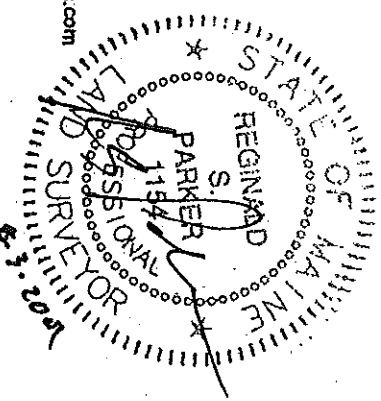
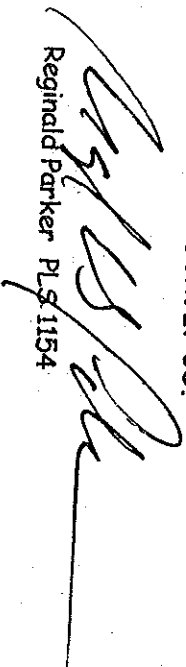
Dear Tom:

This letter is generated at your request to provide you with the assurance that the new construction currently underway at the Island View Apartments on North and Walnut Streets meets or exceeds all stipulated setback requirements of the City of Portland as indicated on the design drawings, namely Sheet 3, the Layout Lighting and Planting Plan. As of the date of this letter, the footings for the northerly portion of Building A have been poured, and an approximate layout for building B has been positioned.

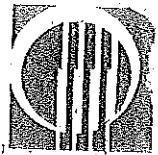
I hope this satisfies to whom it may concern with regard to the location of the improvements on the Island View Apartments property.

Respectfully submitted
ROYAL RIVER SURVEY CO.

Reginald Parker PL# 1154



telephone: 207-846-5477 fax: 207-846-7716 e-mail: royal_river@emailnrsn.com



S.W. COLE
ENGINEERING, INC.

• Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

Letter Of Transmittal

To: Silver Street Development Corp.
 Attn: Rick Hanson
 100 Silver Street
 Portland, ME 04101

Date: July 10, 2001

Project No: 01-0506

Subject: Island View Apartments
 Portland, Maine

- We are sending you:**
- Attached
 - Investigation Report
 - Laboratory Test Report(s)
 - Field Test Report(s)
 - Under Separate Cover
 - Prints
 - Copy of Letter(s)
 - Specifications
 - Other
 - Samples
 - Invoice

Description: Report of Field Density Test(s) 5-12

These are transmitted as checked below:

- For your information
- As requested
- For your use
- Returned

Remarks:

Copy to: S. W. COLE ENGINEERING, INC.

BY: 
 Roger E. Domingo

PROJECT:
CLIENT :

JOB NUMBER: 010506
PAGE 1

FIELD DENSITY TEST RESULTS

TEST #	TEST DATE	TECH INTL	TEST LOCATION	ELEV FEET	DEPTH INCHES	SAMPLE/ CURVE #	--- IN PLACE ---		COMPACTION PERCENT	REQUIRED COMPACTION
							MOISTURE CONTENT PERCENT	DRY DENSITY PCF		
5	7/06/2001	JCB	SOUTHWEST BASEMENT CORNER	90.0	12	1	3.1	128.8	95.2	95.0
6	7/06/2001	JCB	STAIR #1 SHEER WALL	90.0	12	1	3.1	128.7	95.1	95.0
7	7/06/2001	JCB	SOUTHWEST BASEMENT FOOTING	91.0	12	1	2.4	132.1	97.6	95.0
8	7/06/2001	JCB	STAIR #1 SHEER WALL	91.0	12	1	3.5	128.6	95.0	95.0
9	7/06/2001	JCB	SOUTHWEST BASEMENT	91.0	12	1	3.1	129.0	95.3	95.0
10	7/09/2001	JCB	SOUTHWEST CORNER OF BASEMENT	124.5	12	1	2.8	131.8	97.4	95.0
11	7/09/2001	DWR	SW SIDE OF BASEMENT	124.5	12	1	2.6	128.9	95.2	95.0
12	7/09/2001	DWR	SE CORNER	124.5	12	1	2.6	128.6	95.0	95.0

ELEVATION NOTES:

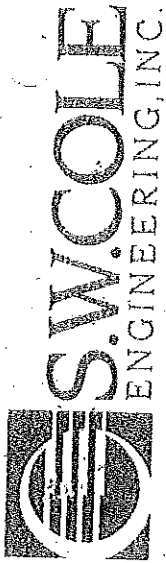
COMMENTS:

95.2
95.1
95.0
95.0
95.0
95.0
95.2
95.0

LABORATORY COMPACTION TEST REFERENCE

SAMPLE/ CURVE #	DATE RECEIVED	SAMPLE SOURCE	SOIL DESCRIPTION	TYPE OF TEST	METHOD	OPTIMUM MOISTURE CONTENT PERCENT	MAXIMUM DRY DENSITY PCF
1	6/21/2001	PTLD S&G	1 1/2" CRSE GVL	ASTM D-1557	C	6.1	135.3

COMMENTS:



Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

Letter Of Transmittal

To: Silver Street Development Corp. Date: July 18, 2001
 Attn: Rick Hanson
 100 Silver Street
 Portland, ME 04101

Project No: 01-0506

Subject: Island View Apartments
 Portland, Maine

- We are sending you:
- Attached Under Separate Cover
 - Investigation Report Prints Samples
 - Laboratory Test Report(s) Copy of Letter(s) Invoice
 - Field Test Report(s) Specifications Other

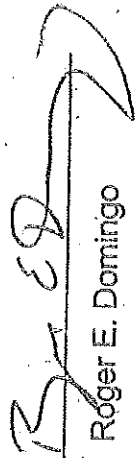
Description: Report of Field Density Test(s) 13
 Report of Moisture Density Test(s) S2

These are transmitted as checked below:

- For your information For your use
- As requested Returned

Remarks:

Copy to: S. W. COLE ENGINEERING, INC.

BY: 
 Roger E. Domingo

PROJECT:
CLIENT :

JOB NUMBER: 010506
PAGE 1

FIELD DENSITY TEST RESULTS

TEST #	TEST DATE	TECH INIT	TEST LOCATION	ELEV FEET	DEPTH INCHES	SAMPLE/ CURVE #	--- IN PLACE ---		COMPACTION PERCENT	REQUIRED COMPACTION PERCENT
							MOISTURE CONTENT PERCENT	DRY DENSITY PCF		
13	7/10/2001	GAC	1ST S WALL @ LAUNDRY	89.5	8	1	3.9	123.7	95.8	95.0

OK

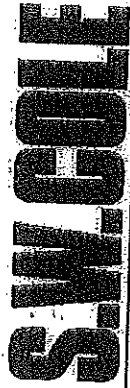
ELEVATION NOTES:

COMMENTS:

LABORATORY COMPACTION TEST REFERENCE

SAMPLE/ CURVE #	DATE RECEIVED	SAMPLE SOURCE	SOIL DESCRIPTION	TYPE OF TEST	METHOD	OPTIMUM		MAXIMUM DRY DENSITY PCF
						MOISTURE CONTENT PERCENT	PERCENT	
1	6/21/2001	PTLD S&G	1 1/2"CRSH GVL	ASTM D-1557	C	6.1	135.3	

COMMENTS:



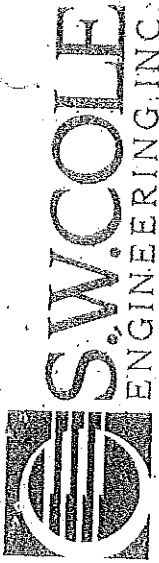
ENGINEERING, INC.
GEOTECHNICAL CONSULTANTS

Gray Plaza, P.O. Box 378, Gray, ME 04039 TEL (207) 657-2866 FAX (207) 657-2

91 Water St., P.O. Box 220, Caribou, ME 04736 TEL (207) 848-5714 FAX (207) 848-2
33 Londonderry Rd., #6, Londonderry, NH 03053 TEL (207) 496-1511 FAX (207) 657-2
RFD3 Box 7230, Winslow, ME 04401 TEL (207) 437-8600 FAX (603) 437-9
TEL (207) 873-4283 FAX (207) 873-4

REPORT OF MOISTURE DENSITY TEST (No Gradation Performed)

PROJECT #	01-0506	SAMPLE #	2	DATE:	7/13/01
PROJECT:	ISLAND VIEW				
CLIENT:	SILVER STREET DEVELOPMENT				
MATERIAL SOURCE:	ON SITE	MATERIAL:	BORROW		
ASTM: D-1557					
METHOD: A					
MAXIMUM DENSITY 130.9 PCF					
OPTIMUM MOISTURE CONTENT 8.9 %					



Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

Letter Of Transmittal

To: Silver Street Development Corp. Date: June 22, 2001
Attn: Rick Hanson
100 Silver Street
Portland, ME 04104
Project No: 01-0506
Subject: Island View Apartments
Portland, Maine

- We are sending you: [X] Attached [] Under Separate Cover
[] Investigation Report [] Prints [] Samples
[X] Laboratory Test Report(s) [] Copy of Letter(s) [] Invoice
[X] Field Test Report(s) [] Specifications [] Other

Description: Report of Field Density Test(s) 1-2
Report of Gradation & Moisture Density Test(s) S1

These are transmitted as checked below:

- [X] For your information [X] For your use
[X] As requested [] Returned

Remarks:

Copy to: S. W. COLE ENGINEERING, INC.

BY: [Signature]
Roger E. Domingo

PROJECT:
CLIENT :

JOB NUMBER: 010506
PAGE 1

FIELD DENSITY TEST RESULTS

TEST #	TEST DATE	TECH INIT	TEST LOCATION	ELEV FEET	DEPTH INCHES	SAMPLE/ CURVE #	--- IN PLACE ---		COMPACTION PERCENT	REQUIRED COMPACTION PERCENT
							MOISTURE CONTENT PERCENT	DRY DENSITY PCF		
1	6/20/2001	KEG	NE BUILDING CORNER	84.9	12	1	1.8	131.7	97.3	95.0
2	6/20/2001	KEG	NE BUILDING CORNER, 10'E	84.9	8	1	2.3	130.2	96.7	95.0

OK \$

ELEVATION NOTES:

COMMENTS:

LABORATORY COMPACTION TEST REFERENCE

SAMPLE/ CURVE #	DATE RECEIVED	SAMPLE SOURCE	SOIL DESCRIPTION	TYPE OF TEST	METHOD	OPTIMUM	
						MOISTURE CONTENT PERCENT	MAXIMUM DRY DENSITY PCF
1	6/21/2001	FIELD S&G	1 1/2" CRSH GVL	ASTM D-1557	C	6.1	135.3

COMMENTS:

✓

S. W. COLE ENGINEERING, INC.

R E P O R T O F G R A D A T I O N
ASTM C-117, C-136

Project No. 010506
Date 06/21/2001

Project ISLAND VIEW APARTMENTS
Client SILVER ST. DEVELOPMENT
Sample No. 1, 1 1/2" CRUSHED GRAV., PORTLAND S & G

<u>Sieve Size</u>	<u>Percent Passing</u>	<u>STRUCTURAL FILL PROJECT Specifications %</u>
4 "	100.0	- - - - -
3 "	100.0	- - - - -
2 "	100.0	- - - - -
1 1/2 "	99.5	- - - - -
1 "	90.2	- - - - -
3/4 "	80.7	- - - - -
1/2 "	70.6	- - - - -
1/4 "	61.1	- - - - -
# 4	57.5	25- 90
# 10	46.7	
# 20	28.9	
# 40	15.9	
# 60	9.9	0- 50
# 100	6.0	
# 200	3.5	0-7.0

M O I S T U R E - D E N S I T Y T E S T

ASTM D-1557 Method C
Maximum Dry Density : 135.3 pcf
Optimum Moisture Content : 6.1 %



Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

CONCRETE COMPRESSION TEST
ASTM C-39

Project: ISLAND VIEW APARTMENTS - PORTLAND Job Number: 941
Placement: NORTH & EAST FOOTING Date Received: 06/23/2001

Cylinders made by: DMR
Date Delivered: 06/23/2001
Date Made: 06/22/2001
Design Strength 28 days (psi): 3500

Temperatures (F) Air: 65
Concrete: 67
Slump (in): 3 3/4
Air (%): 5.6

Client: SILVER STREET DEVELOPMENT CORP Supplier: DRAGON

Mixer #: 154
Ticket #: 13545
Load #: 1
Placement (cubic yards): 8
Aggregate Size: 3/4

Cylinder Designation	Date of Test	Age (days)	Type of Break	Load (kips)	Strength (psi)
G941-1A	06/29/2001	7	6	96.0	3400
G941-1B	07/20/2001	28		0.0	0
G941-1C	07/20/2001	28		0.0	0

G941-1D / / 0 0.0 0



Remarks: Cylinder diameter is 6 inches unless otherwise noted.



• Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

CONCRETE COMPRESSION TEST
ASTM C-39

Project: ISLAND VIEW APARTMENTS-PORTLAND

Job Number: 941
Date Received: 06/27/2001

Placement: FOOTING N SIDE 1ST DECK MAT

Cylinders made by: DMR
Date Delivered: 06/27/2001
Date Made : 06/26/2001
Design Strength 28 days (psi): 3500
Temperatures (F) Air: 80
Concrete: 75
Slump (in): 3.0
Air (%): 5.0

Client: SILVER STREET DEVELOPMENT CORP Supplier: DRAGON

Mixer #: 69
Ticket #: 13574
Load #: 2
Placement (cubic yards): 7
Aggregate Size: 3/4

Cylinder Designation	Date of Test	Age (days)	Type of Break	Load (kips)	Strength (psi)
G941-2A	07/03/2001	7	6	93.0	3290 ✓
G941-2B	07/24/2001	28		0.0	0
G941-2C	07/24/2001	28		0.0	0

G941-2D / / 0 0.0 0.0 0



Remarks: Cylinder diameter is 6 inches unless otherwise noted.



• Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

CONCRETE COMPRESSION TEST
ASTM C-39

Project: ISLAND VIEW APARTMENTS - PORTLAND

Job Number: 941
Date Received: 06/29/2001

Placement: WALL - FOUNDATION

Cylinders made by: JCB
Date Delivered: 06/29/2001
Date Made : 06/28/2001
Design Strength 28 days (psi): 3500

Temperatures (F) Air: 82
Concrete: 80
Slump (in): 3 3/4
Air (%): 6.13

Client: SILVER STREET DEVELOPMENT

Supplier: DRAGON

Mixer #: 152
Ticket #: 3913619
Load #: 1
Placement (cubic yards): 20
Aggregate Size: 3/4

Cylinder Designation	Date of Test	Age (days)	Type of Break	Load (kips)	Strength (psi)
G941-3A	07/05/2001	7	6	82.0	2900 ✓
G941-3B	07/26/2001	28		0.0	0
G941-3C	07/26/2001	28		0.0	0

G941-3D / / . 0 0.0 0 0



Remarks: Cylinder diameter is 6 inches unless otherwise noted.



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CONCRETE COMPRESSION TEST
ASTM C-39

Project: ISLAND VIEW APARTMENTS-PORTLAND

Job Number: 941
Date Received: 07/11/2001

Placement: FOOTINGS @ STAIRWELL #1

Cylinders made by: GAC
Date Delivered: 07/11/2001
Date Made : 07/10/2001
Design Strength 28 days (psi): 3500

Temperatures (F) Air: 75
Concrete: 70
Slump (in): 4.0
Air (%): 5.8

Client: SILVER STREET DEVELOPMENT CORP Supplier: DRAGON

Mixer #: 169
Ticket #: 13823
Load #: 1
Placement (cubic yards): 20
Aggregate Size: 3/4

Cylinder Designation	Date of Test	Age (days)	Type of Break	Load (kips)	Strength (psi)
G941-4A	07/17/2001	7	6	84.0	2970 ✓
G941-4B	08/07/2001	28		0.0	0
G941-4C	08/07/2001	28		0.0	0

[Handwritten signature]

G941-4D / / 0 0.0 0



Remarks: Cylinder diameter is 6 inches unless otherwise noted.



Letter Of Transmittal

To: Silver Street Development Corp. Date: October 2, 2001
Attn: Rick Hanson
33 Silver Street, Suite 300 Project No: 01-0506
Portland, ME 04101 Subject: Island View Apartments
Portland, Maine

- We are sending you: Attached Under Separate Cover
- Investigation Report Prints Samples
- Laboratory Test Report(s) Copy of Letter(s) Invoice
- Field Test Report(s) Specifications Other

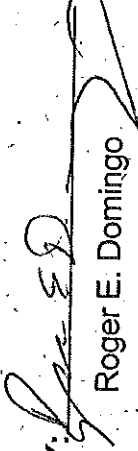
Description: Report of Field Density Test(s) 32-36

These are transmitted as checked below:

- For your information For your use
- As requested Returned

Remarks:

Copy to: S. W. COLE ENGINEERING, INC.
Wright-Ryan Construction
Curtis Walter Stewart/Ben Walter
City of Portland/Sam Hoffses
Maine State Housing Authority/Ed Marsh

BY:  Roger E. Domingo

From: Mike Nugent
To: Sam Hoffses
Date: Wed, Sep 12, 2001 8:44 AM
Subject: Re: North & Walnut Island View

Thanks Sam

>>> Sam Hoffses 09/12 6:32 AM >>>

Michael, In the future if we receive any calls regarding this project for dust or anything, please call Thomas E. Burrill at Wright / Ryan, (773-3625 Ext 28) he is the project engineer and wants to hear from us so, he can handle the situation.

I had a long talk with Mr. Burrill yesterday and explained once more our concern on the dust control and that under Chapter 33 of the bidg. code we have the right to govern the protection of adjoining property.
Sec. 3308.0 Sam

CC: Mark Adelson

17 SEPT, @ 2:35 PM call from Susan - DUST TRUCKS WORK NITEs, called
18 SEPT. Mr. Burrill called will take care of THESE Tom left message.
20 Nov - rec'd msg from B. Burrill re: work before YRm

PROJECT:
CLIENT :

JOB NUMBER: 010506
PAGE 1

FIELD DENSITY TEST RESULTS

TEST #	TEST DATE	TECH INIT	TEST LOCATION	ELEV FEET	DEPTH INCHES	SAMPLE/CURVE #	--- IN PLACE ---		COMPACTION PERCENT	REQUIRED COMPACTION
							MOISTURE PERCENT	DRY DENSITY PCF		
24	8/30/2001	BWW	130' ALONG W WALL	94.0	12	3	1.3	109.4	99.0	95.0
25	8/30/2001	BWW	145' ALONG W WALL	94.1	12	3	5.2	109.0	98.7	95.0
26	8/30/2001	BWW	130' ALONG N WALL	89.9	12	1.1	1.6	111.1	100.1	95.0
27	8/30/2001	BWW	165' ALONG N WALL	89.9	12	1.1	1.4	107.8	97.2	95.0
28	8/30/2001	BWW	190' ALONG N WALL	89.9	12	1.1	1.3	108.1	97.4	95.0
29	8/30/2001	BWW	165' ALONG S WALL	89.9	12	1.1	1.0	109.8	99.0	95.0
30	8/30/2001	BWW	130' ALONG S WALL	89.9	12	1.1	1.3	107.0	96.4	95.0
31	8/30/2001	BWW	S SIDE ELEVATOR PIT	89.9	12	1.1	1.1	107.8	97.2	95.0

ELEVATION NOTES:

COMMENTS:

LABORATORY COMPACTION TEST REFERENCE

SAMPLE/CURVE #	DATE RECEIVED	SAMPLE SOURCE	SOIL DESCRIPTION	TYPE OF TEST	METHOD	OPTIMUM MOISTURE PERCENT	MAXIMUM DRY DENSITY PCF
1.1	11/13/2000	DUGAS/ADAMS PIT	GRAVELLY SAND	ASTM D-1557	A	12.3	110.9
3	8/21/2001	PTLD SAND & GVL	WASHED SAND	ASTM D-1557	A	8.4	110.4

COMMENTS:

From: Mike Nugent
To: Larry Mead ; Mark Adelson
Date: Tue, Sep 4, 2001 2:23 PM
Subject: Island View Dust

We are experiencing difficulty with dust at the above project. The abutting condos have complained. Can you contact Mr. Ryan and Wright-Ryan to let him know of the problem and that we are expecting better compliance than we are getting. Their staff in the trailer have not taken responsibility nor have they made an attempt to give this the attention it deserves.

CC: "poddome1@maine.rr.com"@Portland.gwgwia; Sam Hoff...

4/SEP.T.01 - NO DUST, *g*

5/SEP.T.01 - NO DUST *g*



CITY OF PORTLAND

August 22, 2001

Mr. Robert Metcalf
C/O Mitchell & Associates
70 Center Street
Portland, Maine 04101

RE: Diminimus shift in building footprint at Island View Apartments.
(APPL. ID 1999-0176 CBI#015 A 001 & 015A)

Dear Mr. Metcalf:

On August 22, 2001, the Portland Planning Authority granted approval for relocating the foundation footprints at Island View Apartments. The relocation is limited to a 12 inch shift in the garden apartment building and a 6 inch shift in the town house structures. The purpose of the shift is to correct a survey error and all changes must adhere to the submitted "Diminimus Change Request" Buildings A and B, dated August 10, 2001. No other alterations to the approved site plan are included with this amendment approval.

As of completion of all construction activities that impact elements of the Recording Plat, the applicant must submit an amended plat for signature of the Planning Director. If you have any questions, please contact the Planning Office at 874-8722.

Sincerely:

Sarah Hopkins for AS
Alexander Jaegerman, Chief Planner

cc: William B. Needelman, Senior Planner
Sarah Hopkins, Development Review Services Manager
✓P. Samuel Hoffses, Chief of Building Inspections
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Jay Reynolds, Development Review Coordinator
Nancy Knauber, Associate Engineer
Penny Littell, Associate Corporation Counsel
Gary Wood, Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspections Department
Lee Urban, Director of Economic Development
Approval Letter File

Rebar Lap Splices
 #3 3000 P.S. 4,000
 30 24

4	36	32
5	45	42
6	56	45
7	81	72

STRUCTURAL FILL
 8" ASTS 95%

4" PVC drain pipe

- 3" minimum of concrete over rebar.
- 3" Per manly 10' earth cover
- 5' earth or weather 1.5"
- 6 Th. 11 2"

Size of concrete placement

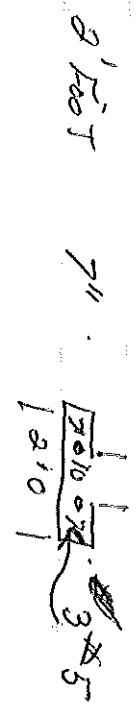
Footings and walls - Max length 90'-0" no. 15'-0"
 From any corner

max length 30' max and 900 S.F.

old A #5 @ 12" walls -

#4 @ 16"

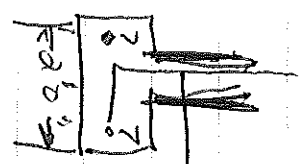
#4 @ 18"



Footings 3 #5

Vertical #4 @ 18"

Horiz. wall #5 Top & Bot.



From: Mike Nugent
To: Joe Gray ; Larry Mead ; Mark Adelson ; Tom Fort...
Date: Fri, Jul 27, 2001 9:25 AM
Subject: Island View dust heads up

Sam advises they have stepped up the assault on the berm causing an increase in the amount of dust and vehicular activity. We will probably get complaints at some point. Sam advised them to minimize dust issue with proper construction practices.

CC: Sam Hoffses



CITY OF PORTLAND

August 8, 2001

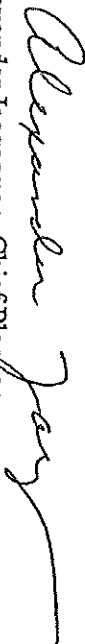
Mr. Robert Metcalf
C/O Mitchell & Associates
70 Center Street
Portland, Maine 04101

RE: Relocation of electrical transformer and telephone pedestal at Island View
Apartments.
(APPL. ID 1999-0176 CBL#015 A 001 & 015A)

Dear Mr. Metcalf:

On August 8, 2001, the Portland Planning Authority granted approval for relocating the electrical transformer and telephone pedestal at Island View Apartments. The relocation must adhere to the submitted Transformer Relocation Request Exhibit, dated August 7, 2001. No other alterations to the approved site plan are included with this amendment approval. If you have any questions, please contact the Planning Office at 874-8722.

Sincerely:


Alexander Jaegerman, Chief Planner

cc: William B. Needelman, Senior Planner
Sarah Hopkins, Development Review Services Manager
✓ P. Samuel Hoffses, Chief of Building Inspections
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Jay Reynolds, Development Review Coordinator
Nancy Krauber, Associate Engineer
Penny Littell, Associate Corporation Counsel
Gary Wood, Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspections Department
Lee Urban, Director of Economic Development
Approval Letter File

O:\PLAN\DEV\REV\NORTH\LIN\amendments\8-8-01, transformer.doc

- 1 -



S.W. COLE
ENGINEERING, INC.

• Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

Letter Of Transmittal

To: Silver Street Development Corp.	Date: July 25, 2001
Attn: Rick Hanson	
33 Silver Street, Suite 300	Project No: 01-0506
Portland, ME 04101	
Subject: Island View Apartments	
	Portland, Maine

We are sending you: Attached Under Separate Cover

Investigation Report Prints Samples

Laboratory Test Report(s) Copy of Letter(s) Invoice

Field Test Report(s) Specifications Other

Description: Report of Field Density Test(s) 18-19


These are transmitted as checked below:

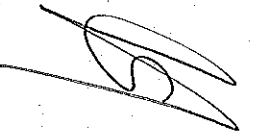
- For your information
- As requested
- For your use
- Returned

Remarks:

Copy to:
Wright-Ryan Construction
Curtis Walter Stewart/Ben Walker
City of Portland/Sam Hoffses

S. W. COLE ENGINEERING, INC.

BY: 
Roger E. Domingo



PROJECT:
CLIENT :

JOB NUMBER: 010506
PAGE 1

FIELD DENSITY TEST RESULTS

TEST #	TEST DATE	TECH INIT	TEST LOCATION	--- IN PLACE ---			COMPACTION PERCENT	REQUIRED COMPACTION
				ELEV FEET	DEPTH INCHES	SAMPLE/CURVE #		
18	7/20/2001	KBG	SE CORNER STEP FOOTING	90.0	12	1	99.7	95.0
19	7/20/2001	KBG	SE CORNER STEP FOOTING	92.0	12	1	96.3	95.0

99.7
96.3

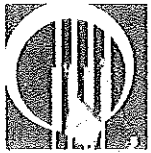
ELEVATION NOTES:

COMMENTS:

LABORATORY COMPACTION TEST REFERENCE

SAMPLE/CURVE #	DATE RECEIVED	SAMPLE SOURCE	SOIL DESCRIPTION	TYPE OF TEST	METHOD	OPTIMUM MOISTURE CONTENT PERCENT	MAXIMUM DRY DENSITY PCF
1	6/21/2001	PTLD S&G	1 1/2" CRSH GVL	ASTM D-1557	C	6.1	135.3

COMMENTS:



S.W. COLE
ENGINEERING, INC.

• Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

Letter Of Transmittal

To: Silver Street Development Corp.	Date: August 20, 2001
Attn: Rick Hanson	Project No: 01-0506
33 Silver Street, Suite 300	Subject: Island View Apartments
Portland, ME 04101	Portland, Maine

- We are sending you:**
- | | |
|--|---|
| <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under Separate Cover |
| <input type="checkbox"/> Investigation Report | <input type="checkbox"/> Prints |
| <input type="checkbox"/> Laboratory Test Report(s) | <input type="checkbox"/> Copy of Letter(s) |
| <input checked="" type="checkbox"/> Field Test Report(s) | <input type="checkbox"/> Specifications |
| | <input type="checkbox"/> Samples |
| | <input type="checkbox"/> Invoice |
| | <input type="checkbox"/> Other |

Description: Report of Field Density Test(s) 20-23

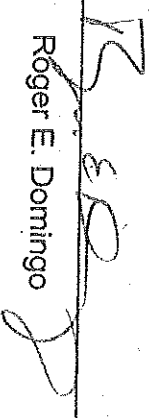
These are transmitted as checked below:

- | | |
|--|--|
| <input checked="" type="checkbox"/> For your information | <input checked="" type="checkbox"/> For your use |
| <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Returned |

Remarks:

Copy to:

- Wright-Ryan Construction
- Curtis Walter Stewart/Ben Walter
- City of Portland/Sam Hoffes
- Maine Street Housing Authority/Ed Marsh

BY: 
Roger E. Domingo

S. W. COLE ENGINEERING, INC.

PROJECT:
CLIENT :

JOB NUMBER: 010506
PAGE 1

FIELD DENSITY TEST RESULTS

TEST #	TEST DATE	TECH INIT	TEST LOCATION	--- IN PLACE ---			COMPACTION PERCENT	REQUIRED COMPACTION		
				ELEV FEET	DEPTH INCHES	SAMPLE/CURVE #				
20	8/13/2001	JCB	NORTHWEST CORNER	99.7	12	1.1	4.1	108.2	97.5	95.0
21	8/13/2001	JCB	ON WEST WALL 15' S OF N WALL	99.7	12	1.1	2.3	111.4	100.4	95.0
22	8/13/2001	JCB	25' W OF E WALL, 10' N OF S WALL	99.7	12	1.1	3.7	111.9	100.9	95.0
23	8/13/2001	JCB	MIDWAY OF N WALL	99.7	12	1.1	3.4	108.1	97.4	95.0

ELEVATION NOTES:

COMMENTS:

LABORATORY COMPACTION TEST REFERENCE

SAMPLE/CURVE #	DATE RECEIVED	SAMPLE SOURCE	SOIL DESCRIPTION	TYPE OF TEST	METHOD	OPTIMUM MOISTURE CONTENT PERCENT	MAXIMUM DRY DENSITY PCF
1.1	11/13/2000	DUGAS/ADAMS PTT	GRAVELLY SAND	ASTM D-1557	A	12.3	110.9

COMMENTS:



S.W. COLE
ENGINEERING, INC.

Geotechnical Engineering • Field & Lab Testing • Scientific & Environmental Consulting

Letter Of Transmittal

To: Silver Street Development Corp.	Date: August 24, 2001
Attn: Rick Hanson	
33 Silver Street, Suite 300	Project No: 01-0506
Portland, ME 04101	
Subject: Island View Apartments	
	Portland, Maine

- We are sending you:**
- | | |
|---|---|
| <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under Separate Cover |
| <input type="checkbox"/> Investigation Report | <input type="checkbox"/> Prints |
| <input checked="" type="checkbox"/> Laboratory Test Report(s) | <input type="checkbox"/> Copy of Letter(s) |
| <input type="checkbox"/> Field Test Report(s) | <input type="checkbox"/> Specifications |
| | <input type="checkbox"/> Samples |
| | <input type="checkbox"/> Invoice |
| | <input type="checkbox"/> Other |

Description: Report of Moisture Density Test(s) S3-S4

These are transmitted as checked below:

- | | |
|--|--|
| <input checked="" type="checkbox"/> For your information | <input checked="" type="checkbox"/> For your use |
| <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Returned |

Remarks:

Copy to:

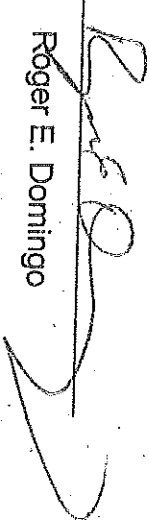
Wright-Ryan Construction

Curtis Walter Stewart/Ben Walter

City of Portland/Sam Hoffes

Maine Street Housing Authority/Ed Marsh

S. W. COLE ENGINEERING, INC.

BY: 
Roger E. Domingo

S.W. GOLF

ENGINEERING, INC.
GEOTECHNICAL CONSULTANTS

Gray Plaza, P.O. Box 378, Gray, ME 04039 TEL (207) 657-2866 FAX (207) 657-2

Six Liberty Drive, Bangor, ME 04401 TEL (207) 848-5714 FAX (207) 848-2
91 Water St., P.O. Box 220, Calhoun, ME 04736 TEL (207) 496-1511 FAX (207) 657-2
33 Londonderry Rd., #6, Londonderry, NH 03053 TEL (603) 437-9600 FAX (603) 437-9
RFD3 Box 7230, Winslow, ME 04401 TEL (207) 873-4283 FAX (207) 873-4

REPORT OF MOISTURE DENSITY TEST (No Gradation Performed)

PROJECT #	01-0506	SAMPLE #	3	DATE:	8/21/01
PROJECT:	ISLAND VIEW				
CLIENT:	SILVER STREET DEVELOPMENT				
MATERIAL SOURCE:	PORTLAND SAND & GRAVEL	MATERIAL:	WASHED SAND		
ASTM: D-1557					
METHOD: A					
MAXIMUM DENSITY 110.4 PCF					
OPTIMUM MOISTURE CONTENT 8.4 %					

SWGOLF

ENGINEERING, INC.
GEOTECHNICAL CONSULTANTS


Gray Plaza, P.O. Box 378, Gray, ME 04039 TEL (207) 657-2866 FAX (207) 657-2
Six Liberty Drive, Bangor, ME 04401 TEL (207) 848-5714 FAX (207) 848-2
91 Water St., P.O. Box 220, Caribou, ME 04736 TEL (207) 496-1511 FAX (207) 657-2
33 Londonderry Rd., #6, Londonderry, NH 03053 TEL (603) 437-9600 FAX (603) 487-9
RFD3 Box 7230, Winslow, ME 04401 TEL (207) 873-4283 FAX (207) 873-4

REPORT OF MOISTURE DENSITY TEST (No Gradation Performed)

PROJECT #	01-0506	SAMPLE #	4	DATE:	8/21/01
PROJECT:	ISLAND VIEW				
CLIENT:	SILVER STREET DEVELOPMENT				
MATERIAL SOURCE:	DUGAS	MATERIAL:	SAND FILL		
ASTM: D-1557					
METHOD: A					
MAXIMUM DENSITY 109.0 PCF					
OPTIMUM MOISTURE CONTENT 10.0 %					

Memo

To: Will Bennett
Bennett Engineering

From: Michael A. Collins, Chief Electrical Inspector 

CC: Corey Electric Inc., Sam Hoffses

Date: 06/27/01

Re: Island View Apartments

To date, I have reviewed the electrical drawings concerning the above referenced project. The electrical plans appear to meet all applicable electrical codes, including NEC 1999, and City of Portland electrical ordinances. All electrical installations are subject to field approval by the Chief Electrical Inspector.